



# moneybizo



# MONEYBIZO

## TERMS AND CONDITIONS OF USE

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## 1. General

Moneybizo allows you purchase now and pay for your purchase over 4 payment instalments, each instalment due every fortnight following the first payment made the night of purchase. Moneybizo will also allow you to pay all immediately if you wish, or pay using 2 payment options or 4 split payment options. The benefits of using moneybizo is that you receive rewards in cash from 2% up to 60% of the purchase price at our different retailers.

Please read this Agreement carefully. By clicking to accept these terms and using moneybizo products and or services, you agree to be bound by this Agreement, these terms and moneybizo Privacy Policy. The headings contained in this document are for reference purposes only.

This Agreement is a contract between you ('you' or 'your') and Opiweb Limited ('moneybizo', 'we', 'us', 'our'). It sets out the terms and conditions that apply to your usage of our products and services. You agree that your acceptance of our terms and conditions, and ongoing use of our products and services, shall constitute your acceptance of this Agreement and all our terms.

If you do not want to be bound by this Agreement or our terms, you must not make a purchase using moneybizo's products and services or use its services or products in any way whatsoever.

All policies or terms on our website form part of this agreement, and by using our products and services, you accept and agree to be bound by all of our conditions on the entire website.

To the extent of any inconsistency between this Agreement and any other policy, terms or conditions on our site or the other policy, terms or conditions of this agreement will prevail.

moneybizo may amend this Agreement at any time for any reason including, for example, if we change the functionality of our Products, introduce new products, or as required by law. We

will update our Website from time to time on an ongoing basis, and it is your responsibility to keep up to date with the terms.

## 2. Our relationship

It is our vision to create a long term relationship with all our product users. We thrive to provide you with the best offers, rewards and benefits, and look to ensure that you benefit by using our products. Cash rewards are an integral part of our offerings and this allows for loyalty between the users and the merchants, benefiting all involved.

You understand that we do not represent the merchant or the shops, and we do not act as agents for merchants and shops that are listing within our site or shopping list. If you have any issues with merchants and shops during or following a purchase (whether only shopping or in person at the terminal) with regards to any products, you must take your issue with the merchant directly and as soon as possible.

### a) About us

- i) Our products and services allow you to purchase products and service online as well as instore from merchants affiliated with us.
- ii) We can do this by having arrangements with merchants which you can view on our site as well as on merchants websites.
- iii) We will provide you initial funds to go shopping with, once your account is active.
- iv) We provide you with rewards in cash when you shop with our affiliated merchants and these rewards are credited to your account for use the next time you shop. The cash rewards range between 2% through to 50%, and change from time to time. The rewards expire every six months and remain the property of moneybizo in events where you don't use it. Rewards issued for shopping at any particular merchant will be automatically used first (before funds from your account) the next time you shop at that merchant i.e. when you make a payment or a purchase, the previously issued reward will be used from your account first and you'll be paying the balance of the purchase price after the rewards are used for paying first e.g if you have a \$10 reward available in your account, then that reward will be used first during your purchase and you'll only pay \$90 from your account on a \$100 purchase. Note; there are different types of rewards, some rewards are open to be used anywhere and some are to be used on grouped shops.
- v) By making a purchase from a Retailer instore or online and using our products and services, you provide us with unconditional and irrevocable consent and direction to pay the Retailer on your behalf in exchange for your agreement and obligation to repay or pay to us, as principal debtor, in accordance with this Agreement the agreed amounts and on the dates outlined in your Payment Schedule (generated by our system), plus any additional applicable Late Fees if you miss a repayment to us on or before the scheduled date outlined in your Payment Schedule.
- vi) By making a purchase through our Website for products or services, you agree to repay or pay to us in accordance with this Agreement the agreed amounts (which may include any applicable taxes or duties or other related amounts charged by the merchant or retailer) and on the dates outlined in your Payment Schedule, plus any additional applicable Fees, including Late Fees if you miss a repayment to us on or before the scheduled date.

- vii) You acknowledge that we do not have any control over any affiliated merchant or retailer and are not responsible or liable for, the products or services purchased from Retailers using our Products and services. We cannot ensure that a Retailer you are dealing with will complete the transaction.
- viii) You acknowledge that we or our related companies do not act as agent for retailers and merchants online and instore when you use our products or services through our Websites or instore. Delivery, fulfilment and customer support for the Third Party Goods will be provided by the merchant you purchase from. You agree to be bound by the terms and conditions of the Third Party Supplier identified to you at the time of purchase.

b) moneybizo does not:

- i) Enter into a partnership, joint venture, agency or employment relationship with you;
- ii) Guarantee the identity of any Retailer;
- iii) Determine if you are liable for any taxes; or
- iv) Collect or pay any taxes on your behalf that may arise from your use of our Products and services.

c) Your acknowledgement;

- i) You acknowledge and agree that some or all of moneybizo obligations under this Agreement may be performed by a related Company of moneybizo from time to time.
- ii) You acknowledge that you can make payments or purchases from your account using our Cards or by Scanning the qr code from our App on your smart phone and in these events, you will be required to use your 4 digit purchase pin number, and it is your responsibility to keep your purchase pin number safe and secure.
- iii) You agree not issue your 4 digit purchase pin number anyone else and will promptly login on the website and change it incase you suspect foul play. Any purchase made on your account using your 4 digit purchase pin number shall be deemed to have been made by you and you will be liable to pay for that purchase. Please note, no purchase can be completed without the confirmation of the 4 digit purchase pin number during purchase.

### 3. Opening an account.

To open an account with Moneybizo, or apply for service provided by moneybizo, you must complete the appropriate procedures including completing any applicable account opening and operating authority. Moneybizo reserves the right not to open an account or provide a service for any reason whatsoever.

For security reasons and because of legal requirements, you may be asked at any time to provide satisfactory proof of your identity. Examples may include a current:

- Passport;
- New Zealand driver licence;
- New Zealand firearms licence;
- New Zealand certificate of identity;
- National identity card.

You may also be asked at any time to provide information about people with access to, or authority over, your accounts (such as authorised signatories). This may include satisfactory proof of their identity and/or authority to act on your behalf. If you are an organisation you may also be asked to provide satisfactory proof of identity of your beneficial owners (e.g. certain shareholders, if you are a company).

Moneybizo's list of acceptable identity verification documentation are;  
New Zealand Passport or New Zealand Drivers License.

Any account maintained with, or any services provided by Moneybizo will be governed by these General Terms and Conditions and any applicable additional and separate terms and conditions, including as set out in any account opening or application form.

- You must be over 18 years old and be the authorised holder of an eligible debit/credit card and a New Zealand Bank account holder.
- You must be the owner of your Bank Account and allow moneybizo to debit funds for instalments from your account as instalments fall due. Where moneybizo makes a request for any alternative method of payment e.g. payment by your credit card or debit card, this will form part of this agreement for you to pay for your instalments.
- Where payments fall due and remain unpaid or have been declined by your Bank for any reason including lack of funds, moneybizo may discontinue its service and place your account on hold until all arrears are paid.
- moneybizo reserves the right to terminate any account without notice, and in doing so, has the rights to withdraw any rewards it may have issued to users who fail to make payment. Rewards are issued to our users in good faith and remain the property of moneybizo when not used.
- Where moneybizo processes a payment, and the payment fails to complete due to insufficient funds, or you fail to make payment in any other way whatsoever, moneybizo will charge a late fee, this will be an initial \$8 late fee.
- Where you are unable to meet your payment obligations, please contact us as soon as possible.
- You use our services on the basis that the delivery or quality of goods, as well as refunds are the responsibility of the retailers you make purchase from, and not moneybizo.

#### d) [Your moneybizo Account application](#)

You may apply for an account online with us.

You will require the following to register;

- a. A valid mobile phone number;
- b. A valid identity document, NZ passport or NZ Drivers License;
- c. A New Zealand Bank Account, of which you are the signatory;
- d. Ability to enter into an agreement.

#### e) [Creating your moneybizo Account](#)

- a) We will create your account when you apply online (on our website) or apply using your mobile phone using our app.

- b) Once your account is created and approved by us, you'll be issued with a credit balance which you can use to make purchase at retailers who have affiliation with us.
- c) You will be prompted to create a secure password (your 4 digit purchase pin number) which you'll use to make purchases.
- d) You will be required to show to the retailers (when asked), the secret shopping code following payment for security purpose, which will be generated on your mobile automatically following a payment. If the shopping code is not accepted by the retailer, then your purchase will be declined by the retailer. The shopping code is only known by the retailer and the retailer can change it from time to time which will be printed on your mobile following every purchase as authentication.
- e) Following any purchase, you'll be required to choose the payment frequency unless you have set a default payment frequency. The payment frequency is how you'll be able to pay us back regarding your split payments.
- f) You'll be able to log into your account and view your rewards and transactions.
- g) You are responsible for maintaining the security of your Account and its details. We will not take responsibility for unauthorised access and use of your moneybizo Account. You must keep all confidential login details secure.
- h) If you consider a transaction made using your Moneybizo Account was not made or otherwise authorised by you, you should contact Moneybizo at its listed contact details on site or within this agreement and we will investigate this as an unauthorised transaction. In the absence of such a request from you, you acknowledge and agree that we will treat any such Order on your Account as a valid transaction for the purposes of this Agreement. Where a transaction is made using your 4 digit pin number, the transaction is deemed to have been made by you.

#### f) Your obligations to us as an account holder

By holding an Account with us, you agree to;

- a) Pay any applicable Fees and reimburse payments for funds you spend during purchase, including late fees associated with your use of our products and services and your moneybizo Account;
- b) Not provide us with any information that is false, inaccurate or misleading;
- c) Ensure any information supplied by you, including your contact details, is true, current and complete. In case of any changes, you must update it through your Account via our Website and keep all information current.
- d) Provide to us with all documentation relating to your identity, if requested by us;
- e) Not use your Account, our products and services or any Third Party Goods for any unlawful, fraudulent or improper activity;
- f) Cooperate fully with us to investigate any suspected unlawful, fraudulent or improper activity on your Moneybizo Account;
- g) Pay any taxes that may apply to purchasing the goods or services such as GST.
- h) Not permit others to use your Moneybizo Account, or allow anyone else to have or use your Moneybizo Account password details;
- i) Not use any technology (device, software or hardware) to damage, intercept or interfere with our Products or Websites;
- j) Immediately contact us if you believe that your Moneybizo Account may be subject to an unauthorised transaction, account takeover or other type of fraudulent activity or security breach;



- k) Not create liability for us or our related Companies or cause us to lose (in whole or in part) the services of our Retailers, or in the case of an online market place, the provider of the online market place;
- l) Not open or use more than one Moneybizo Account

#### 4. Account authority.

You must not give other people authority to operate your Moneybizo account.

#### 5. Instructions to Moneybizo

You agree that Moneybizo may, at its sole discretion, accept instructions from you by post, telephone, facsimile, email, text, electronic service or any other means in the course of our supplier/customer relationship, and you authorise Moneybizo to act on any such instructions.

You also authorise Moneybizo to carry out any transactions initiated by any means using your PIN (e.g. at an automatic teller machine), your registered mobile phone number, any of your Security Details, or by any other means agreed with you. Moneybizo may not take any further steps to verify such instructions or transactions. This authority applies regardless of any operating authorities that exist for an account and may not be withdrawn.

Moneybizo will exercise reasonable care and skill to ensure transactions are made as instructed. It is your responsibility to ensure there is sufficient funds in your account at all times to ensure such transactions can be made.

If you are an organisation or operate a business you will maintain appropriate internal controls to ensure that unauthorised, forged or fraudulent instructions are not given to Moneybizo.

#### 6. Accuracy of information.

Moneybizo does not accept any responsibility or liability for the accuracy of the information given by you, or anyone acting on your behalf (other than us), in any instruction. You will be solely responsible for ensuring such information, including your personal bank account number, is accurate.

#### 7. Topup facilities.

If approved by Moneybizo, you may arrange a formal topup facility on an account up to a specified limit. An application fee may apply and any topup facility is dependent on the discretion of Moneybizo and your account performance history.

#### 8. Suspending accounts.

Moneybizo may immediately suspend the operation of your account, either generally or in relation to a specific matter or matters, for various reasons which may include:

- to comply with a court order or otherwise comply with any law or regulation;

- if Moneybizo has been notified by any party of a dispute over the ownership of funds or the operation of an account;
- if you or any guarantor suffer a Bankruptcy Event or an Insolvency Event, or Moneybizo learns of your or any guarantor's death or lack of legal capacity;
- to protect the interests of third parties should Moneybizo reasonably suspect or be put on inquiry in relation to a possible breach of trust;
- for unincorporated society, incorporated society, company and business accounts (and any other similar types of accounts), until the authority of the person representing the relevant account holder in its dealings with Moneybizo is clarified;
- for restricted accounts, until all required actions have been completed;
- where Moneybizo reasonably believes you or someone else has used, or is using or obtaining, or may use or obtain, a service or money illegally or fraudulently;
- where there is not enough money to cover payment instructions or other obligations (including instructions which will or may arise later and Moneybizo charges).
- Upon suspending an account Moneybizo may lift the suspension, pay funds in your account to you or person which deposited funds to your account, or seek directions from the Court in relation to the funds in your account.

## 9. Closing accounts and withdrawing products and services.

You may close an account by visiting any Moneybizo site and sending message to customer contact.

Moneybizo may close your account or withdraw a product or service if Moneybizo believes it has reasonable grounds for doing so provided you will be given at least 3 days' notice in accordance with the Notifications section of these Terms and Conditions. Moneybizo may close your account or withdraw a product or service immediately and without prior notice if:

- Moneybizo learns of your or any guarantor's death, lack of legal capacity, or that you or any guarantor has suffered a Bankruptcy Event or an Insolvency Event;
- any third party claims an interest in any of your accounts;
- there is not enough money to cover payment instructions or other obligations (including obligations which will or may arise later and Moneybizo charges);
- Moneybizo is required to by a court order or any law or regulation;
- Moneybizo determines that you are a “politically exposed person” (as defined in the Anti-Money Laundering and Countering Financing of Terrorism Act 2009);
- you have acted unlawfully;

- you have breached these General Terms and Conditions or any other applicable terms and conditions; or
- you have acted abusively to Moneybizo’s staff.
- You are required to reimburse Moneybizo for any expenses Moneybizo may incur in closing or suspending any of your accounts.
- Once your account is closed you must return any Eftpos cards and payment cards relating to the account.

#### a) Transferring you to a different product or service.

- Moneybizo may choose to transfer you to another product or service if:
- a product or service is no longer available, or
- you are no longer eligible for a product or service, or
- Moneybizo considers that transfer is appropriate due to fees or other circumstances that are adversely affecting or may adversely affect you in relation to a product or service.

We will notify you of our intention to transfer you, and will give you information about the terms, conditions, fees and benefits of the product or service we have selected for you. You will have the opportunity to close or end your current product or service, or to contact us to discuss your other options. If we do not hear from you within the time set out in the notice, you consent to us transferring you to the product or service we had selected.

### 10. Interest rates.

Moneybizo does not charge you interest on repayments of the funds you repay following purchases. Moneybizo only charges interest on funds not paid on time or on funds that default in payment.

Interest rates on amounts owed by you to Moneybizo are subject to market fluctuations and may be varied by Moneybizo at any time. This is subject to any other agreement you make with Moneybizo.

### 11. Fees and charges.

You are responsible for, and Moneybizo may deduct from your accounts, government charges, and any amounts owed to Moneybizo, including:

- transaction and service fees – details of these standard fees can be found in Schedule 1 which is part of these terms.
- any costs or payments due and expenses Moneybizo may incur in connection with your accounts;
- interest on any unpaid interest.

- Whenever possible, Moneybizo will inform you of its non-standard charges before payment is due.

## 12.Unpaid amounts.

If money you owe moneybizo, or funds which is payable by you, to any member of the Moneybizo Group is not paid when due, Moneybizo may use the credit balance of any of your accounts to either pay off or put money towards the unpaid amount at any time. For this purpose:

- money may be transferred from one account to another;
- any number of accounts may be treated as one;
- money in one currency may be used to buy money in another currency; and
- Moneybizo may do this without prior notice, in any order, and as often as necessary.
- Moneybizo may also apply money to or from any joint account you operate. If Moneybizo does so, you authorise Moneybizo to disclose information about your accounts to any other joint account holder.

## 13.Agency collection charges.

If at any time the money you owe Moneybizo is not paid, Moneybizo may refer the matter to a collection agency for recovery and you will be responsible for any resulting costs.

## 14.No warranty

(a) We do not give any express warranty or guarantee regarding the suitability, reliability or availability of our products and services, or of the content on our Website nor do we give any implied warranties or guarantees.

(b) Except as required by law, we do not guarantee continuous, uninterrupted or secure access to our products and services or third party products, and we make no representations or warranties regarding the amount of time needed to complete processing of Orders, purchases or payment transactions.

## 15.Your eligibility to user our products

The following is required for you to be eligible to use our products and services;

- a. Be an individual who is at least 18 years old;
- b. Be capable of entering into an agreement which is legally binding;
- c. Have a smart phone which can use a mobile phone application;
- d. Have a valid email address;
- e. Have a New Zealand phone number;
- f. Have a valid New Zealand address;

- g. Have your identity verified in accordance with the requirements of the Anti-Money Laundering and Countering Financing of Terrorism Act 2009;
- h. Have access to a payment method, for example by being the holder of a credit or debit card;
- i. Have a New Zealand Bank Account of which you are the signatory and can allow moneybizo to directly debit funds for payment from that account where required.

(b) By entering into this agreement, you represent and warrant to moneybizo that you are eligible to use our products and services including our mobile application.

## 16. Transfers or assignments by you or us

You cannot transfer or assign any rights you may have under this Agreement without our prior written consent, which must not be unreasonably withheld.

We may transfer or assign this Agreement, and any rights under this Agreement, to a third party without notice to you or your consent unless the assignment will detrimentally affect your rights under the Agreement (in which case we will seek your consent prior to assignment, which consent must not be unreasonably withheld).

You agree that we may appoint third party collections agencies to collect from you any amounts owing to us under this Agreement without your consent. For the avoidance of doubt, you acknowledge that no assignment by us to another person of any amount you owe to us will require your consent or notice to you.

## 17. Transaction limits.

Moneybizo may impose such restrictions as it reasonably thinks fit for the efficient processing of transactions and in order to reduce your and Moneybizo's exposure to theft or fraud. These restrictions may include maximum or minimum individual transaction limits, maximum or minimum daily transaction limits.

## 18. In-store payment

- a) When you wish to make a purchase in-store using our products or services, you must use your own account, log into your account on your mobile and follow the instructions issued to you by the merchant.
- b) You must use the scanner on the mobile phone app to complete the purchase.
- c) If your purchase is accepted, your instalments will be based on what you choose from the options provided unless you've chosen a default payment method.
- d) In respect of payments, you may change the frequency to pay earlier in order to shop more and be rewarded on additional shopping.

## 19. Closing your Moneybizo Account with us

- a) You may request to close your account with us which we may do, however, accounts can only be closed if;
  - If all fees and balances are paid;
  - There are no disputes or pending refunds

- Upon closure of your account, any pending cash reward within your account will remain the property of moneybizo, and will no longer be yours.
- b) You may not close your Moneybizo Account to evade investigations of any nature.
- c) We may close your Moneybizo Account for any reason, within our reasonable discretion. This Agreement will continue to apply to any Orders accepted prior to such closure until all amounts owing are received in full.
- d) Except as otherwise stated, this Agreement will be terminated once your Moneybizo Account is closed. However, you will remain liable for all outstanding obligations related to the Moneybizo Account even after it has been closed.
- e) We may immediately limit your access to our Products and services or suspend or close your Moneybizo Account where we have reasonable cause to do so including, without limitation, where we reasonably consider it necessary to do so in order to:
  - i. protect the integrity of our systems or the Products;
  - ii. prevent any fraud;
  - iii. limit the risk of money laundering or terrorism financing; or
  - iv. otherwise protect us against any legal, regulatory or non-payment risk;
  - v. you do not pass our verifications or checks, including any verifications required for the purposes of the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 described in clause; or
  - vi. we reasonably suspect, or are aware, that you have breached this Agreement in a material respect (including by failing to make any payment due under this Agreement by the payment due date in accordance with the Payment Schedule); or
  - vii. we otherwise reasonably consider the activity associated with the Moneybizo Account to be suspicious.
- f) We will use our best efforts to provide written notice to you before closing your Moneybizo Account, in the circumstances described above, except where doing so may compromise any investigation related to your breach of this Agreement or unlawful or improper conduct. Where we close your Moneybizo Account in accordance with above clause, this Agreement will be terminated, and all amounts owed by you to us will immediately become payable.
- g) Despite any clause to the contrary herein, where your Moneybizo Account has been closed for any reason, moneybizo may hold your records on hand.

## 20.Orders, payments and billing

### Order Confirmation and Payment Schedule with moneybizo

Orders you place on line maybe subject to approval by us in our discretion, and we may choose not to approve an order or cancel and approved order before the delivery; if we reasonably consider this necessary in order to:

- a) Breach the integrity of our systems or the Products;
- b) prevent fraud;
- c) limit the risk of money laundering or terrorism financing; or
- d) otherwise protect us against any legal, regulatory or non-payment risk;
- e) you do not pass our verifications or checks, including any verifications required for the purposes of the Anti-Money Laundering and Countering Financing of Terrorism Act 2009; or
- f) we otherwise reasonably consider the Order to be suspicious.
- g) If we cancel an approved Order:

- i. we will apply a full refund of any amounts you have paid to us less any rewards or fee;
- h) Once we approve your Order, you will receive an email from us sent to the email address you have registered with confirming order and payment schedule.
- i) You agree to ensure that payment(s) are made in accordance with the Payment Schedule. You may make early payments through your Moneybizo Account, otherwise Moneybizo will automatically process payments in accordance with the due dates stated on the Payment Schedule. You authorise Moneybizo to process such payments using the Payment Method details provided by you. If a Payment fails on any of the dates specified in your Payment Schedule, Moneybizo reserves the right to re-attempt to process the payment at a later time or date and charge payment failure fee.

## 21.Late Payments

If you fail to pay any amounts according to the Payment Schedule, late Fees will apply on each payment that is due but not received we may, at our sole discretion, reasonably delay the charging of any fee or waive any fee if we see it relevant.

### a) Fees

Fees or charges, if any, payable by you for the use of our Products or your Moneybizo Account are set within this terms.

### b) Interest

We do not charge you interest for using our Products and services.

### c) No set off

Notwithstanding any other provisions of this Agreement, you must make all payments in accordance with the Payment Schedule and pay all other amounts in full to us under this Agreement without any set-off, withholding or reduction for any reason whatsoever, including any existing or future act, omission or default by us.

## 22.Refunds

We do not facilitate or make refunds, any refunds are to be dealt directly with the retailer or supplier from whom you made the purchase from, and in accordance with their refund policy.

Where a retailer makes a refund, you will remain liable for the payment of goods in accordance with the payment schedule until such time as the retailer confirms the refund of goods to us. Any reward issued on that purchase will be withdrawn.

## 23.Payment priority.

Moneybizo reserves the right to decide the order in which payments are made from your account.

#### a) Statements of account and disclosure.

Moneybizo will provide you with statements on your transaction, savings and which you can print off your login when you log into your account on the website.

If you are a Moneybizo Online customer you consent to receive these statements electronically in respect of your online accounts.

By so consenting you agree that we may make electronic statements available to you in Moneybizo Online, either in a PDF or CSV form or by providing equivalent ongoing online information about your accounts and transactions.

### 24. Checking your statements.

You should check your statements and confirmations and other notices from Moneybizo to ensure their accuracy and promptly advise Moneybizo of any irregularities you uncover in doing this. We recommend checking statements regularly and reconciling your electronic transaction records at least every two days. We have no obligation to tell you when electronic statement or account information is available for your viewing online. Failure to make a complaint or advise moneybizo of any irregularity within 2 days of that irregularity shall deem that you have accepted all information on your account including transaction records.

### 25. Mistaken payments.

If Moneybizo is satisfied that funds have been credited to your account by mistake, Moneybizo may, in its absolute discretion, reverse such credit without notice to you and you will be liable to repay any such amount.

### 26. Fraudulent and unauthorised transactions.

Where Moneybizo reasonably believes that you have used or allowed your account to be used to process fraudulent or unauthorised transactions:

- you may be liable for some or all of the loss suffered by the party(s) who have been defrauded, regardless of the balance available in your account; and
- Moneybizo may, in its sole discretion and without notice to you, deduct the amount of any such fraudulent or unauthorised transaction payment from any of your accounts with us. Where you have insufficient funds available in your accounts, the deduction will be treated as a request for an unarranged overdraft.

### 27. Rights to your account.

Any rights to your account, including any credit balances, may not be assigned, mortgaged or charged without Moneybizo's prior written consent.

### 28. Transfer by Moneybizo.



To the extent permitted by law, Moneybizo may at any time, and without notice to you, transfer or assign all or any of Moneybizo's rights and obligations in respect of your accounts or Moneybizo's relationship. You consent to any such transfer or assignment.

### 29.Rewards.

Moneybizo will provide you with rewards in cash which will be paid into your account and remain ready for use on your next shopping automatically. This will mean that on your next purchase you'll be paying less when the rewards are used first to pay. Note; rewards for group shops are to be used at group shops. Rewards at no group shops can be used at all other shops.

### 30.Electronic transactions.

Some transactions on your account may be carried out electronically – e.g. direct debits, direct credits. The following terms and conditions apply to these transactions.

### 31.Direct debits.

If your account or direct debit details are changed, or your account or direct debit authority is closed or cancelled, you must inform moneybizo.

Moneybizo may reverse any direct debit payment at its discretion. Examples of when Moneybizo may exercise this right include where payments are disputed, fraud is alleged or transactions have been processed twice.

You must not supply any Bank account number to moneybizo which is a savings Bank account.

## Miscellaneous.

### 32.Anti-money laundering and sanctions.

You agree to provide all information to Moneybizo which Moneybizo requires in order to manage its antimoney-laundering and countering terrorism-financing obligations, to manage its economic trade sanctions risks, or to comply with any laws, rules or regulations in New Zealand or any other country. You agree that Moneybizo may refuse to establish a business relationship with you, may be required to delay, defer, stop or refuse to process any transaction, or may terminate its business relationship with you at any time without notice, if you fail to provide this information to Moneybizo in the manner and timeframe specified by Moneybizo.

You agree that Moneybizo may delay, defer, stop, or refuse to process any transaction without incurring any liability if Moneybizo knows or suspects that:

- the transaction will or may breach any laws or regulations in New Zealand or any other country; or
- the transaction involves any person (natural, corporate or governmental) who is itself sanctioned, or is connected directly or indirectly, to any person (natural, corporate or governmental) who is sanctioned, under economic and trade sanctions imposed by any country.

You agree that, unless you have disclosed to Moneybizo that you are acting in a trustee capacity or on behalf of another party, you are taken to have warranted to Moneybizo that you are acting solely on your own behalf when opening or operating an account or service or undertaking any transaction with Moneybizo.

### 33. Privacy and information.

- a) Moneybizo is committed to your privacy and has a Privacy Policy which explains how Moneybizo collects, stores, protects and uses your personal information. In addition, Moneybizo may collect, store, process, share and use information relating to you which is not personal information.
- b) Non-personal information may be collected from the same sources, and used and shared for the same purposes, as set out in sections 1 and 2 of our Privacy Policy.
- c) These General Terms and Conditions incorporate Moneybizo's Privacy Policy, which is at [Moneybizo.co.nz](http://Moneybizo.co.nz).

### 34. Limitation of Liability

- a) To the full extent permitted by law, and subject to this terms and conditions:
  - i. Moneybizo's liability for all claims arising under or related in any way to this Agreement no matter how arising, and whether in contract, tort (including negligence), or otherwise, will not exceed (A) \$500; or,
  - ii. if that limit is found to be unenforceable, (B) \$1,000; or,
  - iii. if that limit is found to be unenforceable, (C) the total value of any affected Order(s); and
  - iv. Moneybizo and its Related Companies, or any third party providing services on behalf of Moneybizo, will not be liable to you for any Consequential Loss arising under or related in any way to this Agreement no matter how arising and whether in contract, tort (including negligence) or otherwise.
- b) Moneybizo and its Related Companies, or any third party providing services on behalf of Moneybizo, and the directors, employees, officers, agents and representatives of them, will not, to the extent permitted by law be liable for any loss or damage (including any direct, indirect or Consequential Loss or damage) you or any third party may incur from your purchase or use of any goods or services from a Retailer or from the use of an online market place, except to the extent that we cause such loss or damage. You acknowledge that any consumer-related claims you may have in respect of:
  - i. the goods or services purchased from a Retailer will be a matter between you and the Retailer; or
  - ii. the services of an online market place will be a matter between you and the online market place, subject to any obligation on us to process refunds and cancel future payments in accordance with this Agreement and our agreement with the relevant Retailer and/or provider of the online market place.
- c) To the extent permitted by law, a party's liability to the other party under or in connection with this Agreement is reduced, if any, to which the other party's acts or omissions cause or contribute to its own loss or damage.
- d) The parties will take all reasonable steps to mitigate any loss incurred by them under this Agreement.

### 35. Moneybizo's liability.

Subject only to your specific exclusions of liability under these General Terms and Conditions set out below, irrespective of any other term or condition in any agreement between you and Moneybizo, Moneybizo will not be liable for:

- any losses arising as result of Moneybizo acting in accordance with these General Terms and Conditions or any other applicable terms and conditions;
- losses caused by you, or anyone acting on your behalf, providing Moneybizo with incorrect information;
- losses caused by user error by you or anyone acting on your behalf;
- losses arising out of unauthorised access or fraud in relation to your accounts or services committed by you, your employee, officer or agent;
- any direct or indirect costs, losses, damages or other liability resulting from your failure to advise Moneybizo immediately of any inaccurate information about payments shown on your statements or transaction records;
- losses caused by circumstances beyond Moneybizo's control, including any machine or system failure, or any strike or dispute;
- losses arising from your use or inability to access an electronic service at any time, inaccurate content or information in any electronic service, or any failure or delay in providing any service via the internet, phone or mobile device; or – losses arising from faults in, or a malfunction of, any equipment (including telecommunications equipment) which supports an electronic service.

### 36. Your liability.

Regardless of any other provision in these General Terms and Conditions, so long as you notify Moneybizo of the loss, have not wilfully, fraudulently or negligently caused or contributed to the loss, and have not failed to comply with these General Terms and Conditions or any other applicable terms and conditions, you will not be liable for:

- any amounts payable to you under Moneybizo's Online account which is made available to Moneybizo Online at Moneybizo.co.nz);
- any unauthorised transaction on your accounts using a Moneybizo Electronic Service where you did not contribute to the loss; or
- faults that occur in a Moneybizo Electronic Service system or software, excluding any fault that is obvious or has been advised to you by messages or notices displayed in the relevant Moneybizo Electronic Service.

Without limiting the duties you owe to Moneybizo at law, you are liable to Moneybizo and indemnify Moneybizo for all losses, costs, expenses and liabilities arising from or relating to your accounts and our supplier of services/customer relationship except if the Moneybizo

losses, costs, expenses or liabilities result directly from Moneybizo's fraud or negligence. Your liability and indemnity is subject only to your specific exclusions of liability under these General Terms and Conditions set out above. Without limiting the above, you agree to indemnify Moneybizo against:

- all loss, including consequential loss, suffered by Moneybizo and/or other people that is caused by you acting fraudulently, either alone or together with any other person;
- some or all loss arising from unauthorised access to your account(s) if you have wilfully or fraudulently caused or contributed to that loss or have failed to comply with these General Terms and Conditions or any other applicable terms and conditions;
- all losses arising from Moneybizo acting on unauthorised, forged or fraudulently given instructions that Moneybizo could not reasonably detect; and – all loss, costs, or damage suffered by Moneybizo, Moneybizo's customers or a third party, or for any claim or action brought against Moneybizo by a customer or third party which results either from your misuse of a Moneybizo service or failure to comply with these General Terms and Conditions.

### 37. The right to vary.

Moneybizo reserves the right to vary these General Terms and Conditions, to vary or withdraw any additional terms and conditions applicable to Moneybizo's services or products (including to increase, reduce or vary any fees or charges payable in respect of any service or product) at any time. Examples of when Moneybizo may exercise these rights include:

- if Moneybizo's or Moneybizo Group's legal or regulatory requirements change;
- to allow us to respond to market changes;
- to reflect improvements to the product and/or service; or
- to enable changes that are reasonably necessary for Moneybizo's other legitimate business purposes.

### 38. Notification.

Notices, of any such changes will be given at least 3 days in advance in at least one of the following ways:

- by direct communication to you, for example by letter or electronic communication;
- by message in Moneybizo Online;
- by displaying information in any Moneybizo message system or email;
- by notice on our website; or
- by notice in the media (including public notices).

### 39. Communications.

Written, including electronic, communications can be sent to Moneybizo at the address specified on the Moneybizo.com website under the Contact Us link.

a) [How you can communicate with us](#)

Via the website

b) [Other communications](#)

If you wish to contact us for any other reason, you can do so on the details below:

Email: through its email portal online.

Phone: 0800 -----

#### [40.Change of address.](#)

You are responsible for promptly informing Moneybizo of any change of your personal details (including your name, address, telephone, mobile or facsimile numbers and email address). Failure to do so may impact your rights under these Terms and Conditions and any other applicable terms and conditions.

#### [41.Exercise of Moneybizo's discretion.](#)

When we exercise discretion under these Terms and Conditions or any other applicable terms and conditions, we will do so in a reasonable and consistent way. We have provided some examples in this document of when we may exercise a discretion.

#### [42.Waiver and severability.](#)

A waiver by Moneybizo of any provision of these Terms and Conditions shall be effective only if given in writing, and then it shall be effective only to the extent that it is expressly stated to be given. A failure, delay or indulgence by Moneybizo in exercising any power or right shall not operate as a waiver of that power or right.

A single exercise or partial exercise of any power or right by Moneybizo shall not preclude further exercises of that power or right or the exercise of any other power or right. If any part of these Terms and Conditions is held to be unenforceable, that will not affect the enforceability of the remaining parts of these Terms and Conditions.

#### [43.Applicable law.](#)

These Terms and Conditions, your accounts and your relationship with Moneybizo are governed by New Zealand law and you accept the non-exclusive jurisdiction of the courts of New Zealand.

#### [44.Complaints and disputes](#)

a) Disputes between you and a Retailer

- i. If you have a dispute with a Retailer, you should file a dispute through direct contact with the Retailer.
- ii. Whilst Moneybizo will endeavour to facilitate communication between you and the Retailer to enable a resolution to all disputes, the outcome of your disputes with Retailers will not affect Moneybizo's rights and remedies under this Agreement or your obligation to meet any payments due to us.

b) Disputes between you and us

We aim to:

- i. Acknowledge receipt of all disputes and complaints against us within 20 business days; and
- ii. Resolve all disputes and complaints against us within 35 business days.
- iii. If you wish to raise a dispute or submit a complaint to us, you should do so by contacting us using the details listed below. Disputes should be raised with us as soon as possible.

c) Email

Through our portal on the website under contact us.

- i. We may request additional documentation from you to assist us in resolving any complaints or disputes, and you must provide all reasonable assistance to us to facilitate us in resolving any complaints or disputes.
- ii. Where we cannot resolve a dispute within 35 business days, we will notify you of the reason for the delay as well as an indication of when we expect to resolve the complaint or dispute.
- iii. If you are not satisfied with the outcome of your complaint after it has been through our internal disputes process above, you can contact the Financial Dispute Resolution Service (FDRS) using the contact details listed below.

Phone: 0508 337 337

Fax: 04 918 4901

Email: [enquiries@fdrs.org.nz](mailto:enquiries@fdrs.org.nz)

Website: <https://fdrs.org.nz/>

d) Transaction disputes.

If you dispute any transaction completed via a Moneybizo Electronic Service, contact Moneybizo.

- i. Moneybizo will acknowledge receipt of any disputed transaction notice from you within 20 business days.
- ii. Moneybizo will investigate the matter and advise you of the outcome, normally within 35 days of receiving your complaint. Should the investigation not be completed within

35 days, Moneybizo will contact you with details of the likely delay and the reason for that delay.

- iii. Other than where there is an obvious error, Moneybizo's records of Moneybizo Electronic Banking Services and transactions will be evidence of these transactions, unless you prove to the contrary.

## Online and mobile phone transactions

### 45. Online Purchase using your smartphone.

Online purchase is available using a smartphone via both the browser and Apple/Android apps.

To gain access to Online on your smartphone you need to:

- be a registered Moneybizo customer;
- have a compatible mobile device and for apps download the relevant mobile app for your mobile device.

### 46. Your Security Details.

You must do the following in respect of your Security Details:

- reasonably safeguard your Security Details – you are responsible for keeping your Security details secure;
- not allow someone to observe you entering your Security Details;
- except in the case of a business, for which limited exceptions apply (see “Business customers” below), not disclose or allow your Security Details to become known to anyone else (including family or those in apparent authority such as the police, or Moneybizo);
- not write down any of your Security Details, record or store them anywhere in written or electronic form, including in a file on your computer or in any password saving facility (unless it is a Secure Password Facility) or on your mobile device (e.g. in your sent items folder). A Secure Password Facility is one where the information in it is securely encrypted to an industry recognised standard and can only be accessed with a password meeting the minimum standards required when Moneybizo asks you to choose your own Password;
- choose Security Details that are unique and not the same as or similar to details used for any other services you may use, including any moneybizo services; and
- never leave your computer, phone or mobile device unattended while you remain logged in to a Moneybizo Electronic Service or the app.

If you believe for any reason that any of your Security Details could be known by someone else, or if you discover any unauthorised use of any of your Security Details has taken place, you must change your relevant Security Detail(s) immediately, and then notify Moneybizo of the security breach. Anyone accessing Moneybizo Electronic Services by using your Security

Details will be able to effect transactions on your accounts. Moneybizo will have no obligation to verify or take any steps to verify any instruction received from you or appearing to be sent by you or from another person unauthorised to operate your account via a Moneybizo Electronic Service.

Please note: There is no legitimate reason to disclose any of your Security Details to anyone, including Moneybizo staff, police, family etc. If anyone from Moneybizo or claiming to be from Moneybizo asks for this information, you should refuse to disclose your Security Details and let Moneybizo know immediately by phoning our customer contact centre.

If requested by Moneybizo, you agree to:

- provide all available information of any actual or possible Security Detail disclosure or unauthorised access to your accounts;
- assist Moneybizo to recover unauthorised amounts withdrawn or paid from any of your account(s) or otherwise transferred to or from any other account(s); and
- notify the police of any unauthorised access to your accounts.

#### 47.Functionality.

From time to time Moneybizo may enhance or add functionality to Moneybizo Electronic Services. You must ensure that you are comfortable with value transactions being carried out using the Moneybizo Electronic Services. If any new or existing functionality causes you concern please contact Moneybizo immediately so that Moneybizo can discuss other alternatives that may suit your needs.

The level of functionality available on a Moneybizo Online service may differ depending on whether it is accessed through a Moneybizo Online app or through a browser.

#### 48.Email and text alerts.

The following apply to email and text alerts:

- email and text alerts are only available for the account(s) you have chosen to include in Moneybizo Online portal. Moneybizo reserves the right to specify which accounts can be nominated and to vary the accounts available for nomination;
- details of your account balance or available money included in email and text alerts will be current as at the time and date the alert is sent;
- changes made to your registered mobile phone

number or to the email address supplied to Moneybizo will be automatically updated for any subsequent email and text alerts;

- email and text alerts will not be sent to you if your Moneybizo Online Customer ID is cancelled or suspended by Moneybizo (this excludes password lockouts);



- if you believe for any reason that the information included in an email or text alert is incorrect or indicates Moneybizo Online activity which was not authorised by you, you must contact moneybizo;
- email and text alerts are sent to you without being encrypted and may include personal or confidential information; and
- Moneybizo will not send you emails containing links to Moneybizo Online portal. If you receive an email claiming to be from Moneybizo that contains links to Moneybizo Online, you should delete it immediately and notify Moneybizo via [phishing@Moneybizo.co.nz](mailto:phishing@Moneybizo.co.nz).

#### 49. Equipment.

You are responsible for using, having or obtaining equipment that is compatible with Moneybizo Electronic Services. Compliance with any conditions of use relating to, or charges associated with your use of, equipment, or services accessed through that equipment, are your responsibility.

For Moneybizo app on your mobile and text alerts you must notify your mobile service provider and stop your mobile phone account immediately if your mobile device is lost or stolen.

You are responsible for remedying any trojans, key logging software, viruses, spyware or other forms of malicious software that you know are on any computer before using that computer for Moneybizo Online.

Moneybizo recommends you always adhere to manufacturers' software and support to ensure your equipment is covered by the latest software and security updates available from the manufacturer.

#### 50. System Outages

Access to our Products or our Websites may occasionally be unavailable or limited due to hardware or software failure or defects, overloading of system capacity, damage from natural events or disasters or disruptive human activity, interruption of power systems, labour shortages or stoppages, legal or regulatory restrictions as well as other causes outside of our control.

To the extent permitted by law, and subject to these terms, neither Moneybizo nor any of its Related Companies will be liable for any loss or damage which you may incur as a result of our Products or our Website being unavailable.

#### 51. Cancellation.

You can suspend or cancel a Moneybizo Electronic Service or deregister your registered mobile phone number, by contacting moneybizo.

In addition to Moneybizo's rights to close your accounts and withdraw any product or service (including a Moneybizo Electronic Service) set out in these Terms and Conditions, Moneybizo can also suspend or cancel your access to a Moneybizo Electronic Service without prior notice,

and without responsibility for any loss you may suffer, on any reasonable grounds, including, but not limited to:

- fraud;
- to protect against any threats to the security of your accounts or to a Moneybizo Electronic Service; and
- where, in Moneybizo’s reasonable opinion, you have misused any Moneybizo Electronic Service, or you have otherwise breached these Terms and Conditions or any other terms and conditions from time to time applicable to Moneybizo Electronic Services.

Where access to a Moneybizo Electronic Service has been suspended to protect against any threats to the security of your accounts or to a Moneybizo Electronic Service (e.g. if the existence of any trojans, key logging software, viruses, app tampering or spyware is confirmed or suspected), Moneybizo may refuse to reinstate access until Moneybizo is assured that such threats have been remedied and no longer exist. This may include seeking assurances from you that any offending software has been removed or that a specific computer, telephone or mobile device will no longer be used to access a Moneybizo Electronic Service.

## 52. Business customers.

Where you use a Moneybizo Electronic Service for business purposes, then without prejudice to any other provisions of these terms and conditions:

- you must ensure that your Security Details are kept secure and are only used by those authorised in writing to do so for the purpose of your business. While you may share your Security Details with persons authorised in writing to use it for the purpose of your business, you do so at your sole risk, and you are solely responsible for any use or misuse of Security Details by such persons. You must change your Security Details immediately after you remove any persons authorised to sign on your accounts accessible by a Moneybizo Electronic Service;
- you should reconcile your business or financial records with your statements or transaction records at least every two days so that your instructions via a Moneybizo Electronic Service can be monitored; and
- you should also initiate appropriate internal controls to minimise the risks of fraud.

## 53. Merchants Accounts;

The following will apply to all merchants;

- a. Upon any sale, the funds for purchase amount will be credited to your account less any arrangements you have with us for deduction.
- b. You may use the funds credited to your account to make purchases and receive rewards using our mobile app and online services.
- c. You can also withdraw the funds at anytime into your nominated bank account.
- d. You will be able to download transaction records by logging into your account, in the formats, pdf, csv.

## 54. Moneybizo property.

Any unauthorised reproduction or modification by you of any proprietary information contained in any Moneybizo Electronic Services, or any part of such information, may result in legal action being taken.

## Specific Account Terms.

In addition to the other Terms and Conditions, the following terms and conditions apply to specific accounts. These are in addition to the terms and conditions you have just read and form part of the Terms and Conditions.

## 55. Merchant account(s) and Retailer account(s).

If your agent dies or becomes incapacitated and if the child is under 19 years of age, the account may continue to be operated by replacing the deceased or incapacitated agent with a parent or legal guardian of the child, as agent for the child. Where the child is 19 years or over the account will be transferred to their name on production of their birth certificate to evidence this, and they will have sole operating authority of the account.

## Definitions.

Unless the context otherwise requires, the following definitions apply in these Terms and Conditions:

Account – means the moneybizo account(s) you hold with Moneybizo;

account opening and operating authority or account opening form – means any authority given by you to Moneybizo to open and/or operate an account or interact with Moneybizo in the context of supplier of services / customer relationship and includes;

activation code and verification code – means a temporary code sent by Moneybizo by text to your registered mobile phone number enabling you to complete certain actions;

business relationship or supplier of services /customer relationship – has the widest possible meaning, and includes (whether arising by agreement, law, convention or otherwise, and whether or not contemplated at any particular time) all aspects of the relationship between you and Moneybizo in the nature of customer and supplier, whether general or special and all dealings, matters, advice and things arising between you and Moneybizo in the context of the relationship;

Bankruptcy Event – includes the following events under the Insolvency Act 2006:

- an act of bankruptcy;
- an application being made to declare a person, or a person is declared, bankrupt;
- a compromise with, or any proposal to, creditors;

- an application or order is made for a person’s estate to be administered as an insolvent estate;
- a summary instalment order being made against a person;
- becoming subject to the no asset procedure, or any event similar to any of these or any step taken towards any of these, and a person suffers a Bankruptcy Event if any of these events occurs to that person or their estate;

business day – means every day except Saturday, Sunday and national public holidays;

Customer ID – means the customer number issued to you by Moneybizo, or the personalised customer identification code chosen by you in accordance with these Terms and Conditions, that enables Moneybizo to identify you and your accounts when you access Moneybizo Electronic Services;

Email and text alerts – emails or texts sent by Moneybizo to your email address or registered mobile phone number containing information about your account(s);

Electronic transaction;

Insolvency Event – in relation to a person includes:

- the appointment to that person or its assets of a receiver, receiver and manager, judicial manager, statutory manager, trustee, administrator, liquidator, interim liquidator or any similar officer;
- the removal, cancellation or suspension of that person’s registration under the legislation under which it was incorporated, constituted or established (irrespective of whether the registration is subsequently restored or reactivated) or the occurrence of an event, or the date arrives, on which that person is to terminate under that legislation or its existence is otherwise terminated, suspended or interrupted (except in each case for the purposes of, and followed by, a solvent amalgamation, solvent reconstruction or transfer of registration to another jurisdiction in each case on terms previously approved in writing by Moneybizo);
- the suspension or prohibition of that person’s constitution or its officers’ powers;
- any prohibition preventing that person from carrying on any activity;
- any dealing is proposed or entered into by that person with its creditors to avoid insolvency;
- any investigation or inspection of, or declaration made against, that person under the Companies Act 1993 or the Corporations (Investigation and Management) Act 1989, or it is declared to be a corporation at risk under the Corporations (Investigation and Management) Act 1989, or any event similar to any of these or any step taken towards any of these, and a person suffers an Insolvency Event if any of the above are done or experienced by it or occur in relation to any of its assets;

temporary Password(s) and verification code(s) to enable you to complete your moneybizo activity in a more secure environment;

Password – means a confidential password used to seek to prevent unauthorised access to and use of your account(s) and includes a temporary password sent by text to your registered mobile phone number. When used with your Customer ID the password gives you access to a Moneybizo Electronic Service;

Sales code – means a digit of codes on your phone following your purchase to show the retailer for authentication;

Purchase pin number – means the 4 digit pin number required to complete the final phase of your purchase;

registered mobile phone number – means a mobile phone number that is registered with Moneybizo for the purposes of any Moneybizo Electronic Service;

Security Details – means any processes or security procedures Moneybizo asks you to follow or use, and the confidential information generated from such a process or procedure, including but not limited to Password(s), and activation/ verification code(s);

text – means text message or SMS text message; verification code – means a temporary code sent by Moneybizo by text to your registered mobile phone number enabling you to complete certain actions;

Merchants where you use our products and services to make purchase are referred to as merchants, retailers or shops.

MB – means Moneybizo

Moneybizo Online– means use of a computer, tablet or smartphone to connect you to Moneybizo account or app or via a browser or app to carry out transactions or obtain information about your Moneybizo accounts and other services Moneybizo;

Moneybizo app – means an app on your phone that allows touch-tone phone to carry out transactions or obtain information about your Moneybizo accounts; and

you or your – means the account holder or recipient of or successful applicant for any Moneybizo product or service, including (as may be applicable) an individual, a company, a partnership, a trust, an estate or a society.

#### e) Interpretation.

In these Terms and Conditions:

– the singular includes the plural and vice versa;

– a reference to a person includes a natural person, company, corporation, trust, partnership, organisation, society, joint venture or governmental agency, in each case whether or not having a separate legal personality, and any association of entities; and

– references to legislation or to a provision of legislation includes a modification or re-enactment of it, a legislative provision substituted for it and a regulation or statutory instrument issued under it.

\$ means New Zealand dollars.

Moneybizo, we, us or our means moneybizo, Moneybizo and Opiweb Limited, and can include an Moneybizo Affiliate where applicable.

Moneybizo Account means an account that Moneybizo creates to uniquely identify you and to enable you to use our Products.

Moneybizo Affiliate means a related body corporate or related entity of Moneybizo, including one in another jurisdiction.

Moneybizo Card means the Moneybizo card generated in the Moneybizo app (linked to the digital wallet on the device on which it is loaded) that is issued to Moneybizo and authorised for your use to make Your Moneybizo purchase in-store or online, linked to the digital wallet on the device which it is issued.

Agreement means this agreement and its schedule, together with any policies and documents incorporated by reference.

Card means any Visa or MasterCard credit or debit card issued by a New Zealand financial institution, excluding Gift Cards and other pre-paid cards.

Consequential Loss means any loss, damage or costs incurred by you that is indirect or consequential, as well as loss of revenue; loss of income; loss of business; loss of profits; loss of production; loss of or damage to goodwill or credit; loss of business reputation, future reputation or publicity; loss of use; loss of interest; losses arising from claims by third parties; loss of or damage to credit rating; loss of anticipated savings and/or loss or denial of opportunity.

Indemnified Party means Moneybizo, its Related Companies, any third party providing services on behalf of Moneybizo, and their respective directors, employees, officers, agents and representatives.

Late Fees mean the fees in accordance with the terms.

Order means a request submitted by you, using a Moneybizo Product to pay for goods or services offered by a Retailer (whether on the Retailer's website or at an in-store location of the Retailer).

Payment Method means any payment method accepted by Moneybizo from time to time.

Payment Schedule means, in relation to an Order, a list of payment amounts that Moneybizo is entitled to receive from you, and the relevant due dates of each payment. For the avoidance of doubt, the applicable timezone for all due dates provided as part of a Payment Schedule shall be the applicable timezone in Auckland, New Zealand. It also means the schedule that is set up to deduct any amount from your nominated Bank account for repayments of your debt.

Products mean the payment products and associated services offered by Moneybizo from time to time.

Related Company has the meaning given to it in section 2(3) of the Companies Act 1993.

Retailer has the meaning of any venue or service that you may make a purchase from.

Website means [www.moneybizo.com](http://www.moneybizo.com) and any other website operated by Moneybizo, including the Moneybizo App.

## SCHEDULE 1

### 1. General late fee;

- a) Late Fee: \$10 Late Fee if a payment is due from you but not received by Moneybizo in accordance with the Payment Schedule, with a further \$7 Late Fee added seven days after the payment is due if the payment is still unpaid.
- b) Moneybizo has introduced caps on Late Fees (effective for all payments due on or after 19 July 2021):
  - For each Order with an Original Order Value below \$40 - a maximum of one \$10 Late Fee may be applied;
  - For each Order with an Original Order Value between \$40 and \$204 (inclusive) - the aggregate sum of the Late Fees applied in relation to the Order will not exceed 25% of the Original Order Value; and
  - For each Order with an Original Order Value above \$204 – a maximum of \$68 (i.e. 4 x \$17) of Late Fees may be applied.
  - For example, a \$25 Order will have a maximum of one \$10 Late Fee applied, a \$108 Order will have up to \$27 (25% x \$108) of Late Fees applied, and a \$500 order will have up to \$68 of Late Fees applied (maximum limit). Once the cap is reached, no additional Late Fees will be applied to payments associated with that Order.
  - Please note: there are no partial Late Fees, so all applied Late Fees are either \$10 or \$7 subject to the caps above.
- c) Other fees or charges: Nil