Farmers Finance Card Terms and Conditions

Effective as at 06 November 2018.

Card disclosure statement

This Card disclosure statement should be read together with each separate document we provide you that sets out the initial Credit Limit, the initial Annual Interest Rate, and any other matter for the purposes of disclosure under section 17 of the Credit Contracts and Consumer Finance Act 2003 ("Disclosure Statement") and is effective as at the date you receive this Disclosure Statement. This Disclosure Statement and the Conditions set out below contain

This biscussure statement and the control below contain the key information about your Card Account. You should read them thoroughly. If you do not understand them, you should seek independent advice. Terms defined in the Conditions have the same meanings in this Disclosure Statement. You should keep a copy of this document in a safe place for future reference.

The law gives you a right to cancel your Card Account (see below for further details). Note that strict time limits apply.

1. Name and Address of Creditor

Retail Financial Services Ltd (trading as Farmers Finance) 111 Cartton Gore Road,

Newmarket, Auckland 1023, Private Bag 94013, Manukau City, Auckland 2241

2. Statements

2. Statements Every month, we will make a Statement available to you. These Statements will provide you information about your Card Account and the amount and timing of your next payment.

3. Initial Unpaid Balance This is the amount you owe as at the date of this Disclosure Statement. Your initial unpaid balance will be nil unless you have made any Purchases as at the date of this Disclosure Statement for this the comparison of the statement to be a statement. (in which case your initial unpaid balance will be as set out in a separate document forming part of this Disclosure Statement).

4. Payments

You are required each month to pay the Minimum Payment on or before each Payment Date. The first Payment Date will be specified in your first Statement. In addition, you must pay the Outstanding Balance in full on the Termination Date. You may pay the whole or any part of the Outstanding Balance at any other time, for no additional fee or charge.

5. Credit Limit The initial Credit Limit is as stated in a separate document forming part of this Disclosure Statement and the current Credit Limit is as shown on your Statements. The Credit Limit may change in accordance with paragraph 4 of the Conditions.

6. Interest

The initial Annual Interest Rate is as stated in a separate document forming part of this Disclosure Statement and the current Annual Interest Rate is as shown on your Statements. The Annual Interest Rate may change in accordance with paragraph 18 of the Conditions.

You will pay no interest on the Outstanding Balance of your Card Account if you pay the Interest Bearing Balance in full on each Payment Date.

We may charge interest on the Outstanding Balance of your Card Account (excluding any Interest Free Purchases) in respect of any Interest Period if you do not pay the Interest Bearing Balance in full by the relevant Payment Date.

Card Terms and Conditions

Your Card is issued to you on these terms and conditions ("Conditions"). When you sign the application for credit, or you sign the Card, or use it to obtain credit, you are deemed to have accepted these Conditions.

1. USE OF THE CARD

The Card remains our property at all times, and you must return it to us if we request its return for any reason.

2. ABOUT FARMERS FINANCE CARD

Your Card is a credit card which allows you to make Purchases using different payment plans which include: (a) Standard Transactions; and

(b) 90 Day Offers.

"Standard Transactions" means the payment plan under which no payments are required and no interest is charged for up to 55 days in respect of a Purchase if you pay the relevant Interest Bearing Balance in full on or before the relevant Payment Date, and

is the payment plan under which any Cardholder service (such as Card repayment insurance), fees, and credits to your Card Account unrelated to the 90 Day Offer will be transacted. "90 Day Offer" means the payment plan under which no payments are required and no interest is charged for a period of

at least 90 days in respect of a Purchase.

3. CREDIT CARD

We will issue the Card upon verifying the application information. Each time you use your Card or Card Number, we make an advance. We may allow you to use your Card or Card Number to make mail, telephone, internet or email requests for advances. By doing so, you are giving authority to us to charge the Purchase you make to your Card Account. The Card is issued to you personally and you are liable for all credit obtained on your Card Account You must not let any other person use the Card, and you will be personally liable for any credit obtained by any other person who does use it.

If you wish other members of your family to have a card, you can apply to us for Additional Cards, which will operate on your Card apply to us for Additional Cards, which will operate on your card Account. If any Additional Cards are issued, you will be personally liable for the full amount of credit obtained under your Card and any Additional Cards. If there is more than one of you named as Cardholder on a Card Account, then each of you is jointly and severally liable for the total amount outstanding on that Card Account.

4. CREDIT LIMIT

The Card allows you to obtain credit on your Card Account up to your Credit Limit. The Credit Limit is the maximum amount of credit Additional Cardholders, may obtain on your Card Account.

Interest is calculated by multiplying the Outstanding Balance of your Card Account (excluding any Interest Free Purchases) at the end of each day by a daily interest rate. The daily interest rate is calculated by dividing the Annual Interest Rate by 365.

CUSTOMER COPY

If interest is to be charged as described above it is charged to your Card Account monthly as at the end of the Interest Period in which it accrued. It therefore forms part of the Outstanding Balance from that date, on which interest charges are calculated in respect of the next Interest Period.

We will notify you from time to time of any Interest Free Period applicable to Purchases made pursuant to the 90 Day Offer. Notice of any Interest Free Period may be provided by way of public advertisement in daily national newspapers, by direct marketing or otherwise. The details of the Interest Free Period may also be displayed at our place of business and posted on our website.

7. Credit Fees and Charges

At the date of this Disclosure Statement, there are no credit fees or charges that we know you will need to pay (except for any credit fees or charges disclosed in this Disclosure Statement). However, you may need to pay the following credit fees in the future:

- a) Card Replacement Fee: \$10 for any re-issue of your Card;
 b) Additional Card Fee: \$7 for the issue of an Additional Card;
- Statement Fee. There are two different fees. There is no cost for Statements delivered electronically. \$1 Statement Fee for delivery C) of Statements by post charged each time a paper Statement is sent to you. \$7.50 Statement Reprint Fee for up to 5 Statements, then \$1 per Statement thereafter, payable on each request for additional Statement copes
- c) Restructure Fee: \$15 payable on provision of a permanent or temporary restructure of your credit contract following any default in payment including but not limited to payment arrangements and variations.
- We may introduce further credit fees and charges in the future upon
- giving notice under paragraph 18 of the Conditions. Credit fees and charges are debited to your Card Account on the date they are

incurred.

8. Default Fees In the event of a default or enforcement of your Card Account, the default fees specified below are payable. These fees can be varied under paragraph 18 of the Conditions.

- a) Default Fees are payable upon each separate event of default as follows:
- (i) You have been issued with a reminder notice \$15
 (ii) You have been issued with an overdue notice \$15; and
 (iii) You have been issued with a final notice \$15.
 (ii) You have been issued on enforcement or attempted on enforcement fees are payable on enforcement or all costs incurred brune final loads and an enforcement action being taken. You are liable for all costs incurred brune final loads are been as the set of the set by us (including legal costs, administrative time and bank charges) in recovering or attempting to recover any amounts overdue or

otherwise enforcing our rights under the Conditions. We may introduce further default fees in the future upon giving notice under paragraph 18 of the Conditions. Default fees are debited to your Card Account on the date they are incurred.

9. Right to Cancel

You are entitled to cancel your Card Account by giving written notice to us.

You must ensure your Outstanding Balance does not exceed the Credit Limit. We may choose to honour a transaction even if it means the Credit Limit will be exceeded. You must immediately pay to us the amount by which the Credit Limit is exceeded, and your Card Account will be in default if you do not do so by the relevant Payment Date.

Your Credit Limit will appear in your Disclosure Statement and in your Statements. You may request us to change your Credit Limit. We may reduce your Credit Limit at any time and increase it if agreed with you. If we change your Credit Limit we will advise you in writing (see paragraph 18).

5. YOUR CARD ACCOUNT

All Purchases, Cardholder services (such as Card repayment insurance), fees, interest charges, payments and credits will be transacted through your Card Account.

6. MONTHLY STATEMENT

b. MONTHLY STATEMENT Every month, we will make available to you a Statement showing the activity on your Card Account during that period and the amount and due date for your next payment. A Statement will not be issued if there have been no Purchases during the Statement period and the unpaid balance on your Card Account is nil or we are permitted by law not to provide you with a Statement.

7. INTEREST

7. INTEREST In respect of Standard Transactions, interest accrues from the date your Purchases and charges are debited to your Card Account. Under the 90 Day Offer, interest only accrues on any Interest Free Purchases from the date of expiry of the Interest Free Period. You acknowledge that the effect of the 90 Day Offer is to reduce the obligations that you would otherwise have under these Conditions. All Interest Free Purchases will be treated as Purchases made under Standard Transactions at the end of the applicable Interest Free Period for the purchase acculation the interest charges to Free Period for the purposes of calculating the interest charges to be applied to your Card Account.

If you pay the Interest Bearing Balance of any Statement in full on or before the relevant Payment Date, no interest will be charged in respect of the Interest Period covered by that Statement.

If the Interest Bearing Balance of any Statement is not paid in full by the relevant Payment Date, interest (calculated as described below)

will be charged in responsed of therest Period. The interest charge is calculated by applying the daily interest rate (calculated by dividing the Annual Interest Pate by 365) to the Outstanding Balance of your Card Account (excluding any Interest Free Purchases) at the end of each day.

Your Statement will show how much interest has accrued for that Interest Period and the applicable Annual Interest Rate. If interest is to be charged as described above, the interest charge will be applied to your Card Account as at the Statement Date (i.e. the end

Time limits: You must provide written notice that you intend to cancel to us within:

Farmers

(a) 5 working days after you receive this Disclosure Statement by hand: or

(b) 7 working days after this Disclosure Statement is sent to you by electronic means (for example, by email); or

(c) 9 working days after this Disclosure Statement is sent to you by post.

Saturday, Sundays and national public holidays are not counted as working days.

How to cancel: To cancel, you must give us written notice that you intend to cancel your Card Account by:

a) giving notice to us or to any Farmers store; or

 b) posting the notice to us at the address specified in this Disclosure Statement or to any Farmers store. You must also, within the same time, return to us any advance and

any other property received by you under your Card Account. What you may have to pay if you cancel. If you cancel your Card Account we can charge you: (a) the amount of any reasonable expenses we had to pay in

- connection with the Card Account and its cancellation (including legal fees and fees for credit reports, etc); and
- (b) interest for the period from the day you received the advance until the day you repay the advance.

10. Unforeseen Hardship If you are unable reasonably to keep up your payments or other obligations because of illness, injury, loss of employment, the end of a relationship, or other reasonable cause, you may be able to apply to up for a berdehip working. to us for a hardship variation.

- To apply for a hardship variation, you need to:

(a) make an application in writing; and(b) explain your reason(s) for the application; and

(c) request a postponement of the dates on which payments are due under your Card Account (specify the period for which you want this to apply); and (d) give the application to us.

Do this as soon as possible. If you leave it for too long, we may not have to consider your application.

11. Dispute Resolution

We are a member of the external dispute resolution scheme run by Financial Services Complaints Limited ("FSCL"), a scheme approved In a load Services complaints Limited (FSCL), a scheme approver by the Minister for Consumer Affairs. It is free to make a complaint to this independent dispute resolution

scheme. This scheme can help you to resolve any disagreement you have with us.

- You can contact FSCL:
- By telephone 0800347257 or 04472FSCL (04 472 3725)

By email: info@fscl.org.nz

By post: Financial Services Complaints Limited, PO Box 5967, Lambton Quay, Wellington 6145

By website: www.fscl .org.nz By fax: 04 472 3727

Statement.

12. Financial Service Providers Registration We are registered on the Financial Service Providers Register under the name Retail Financial Services Limited with registration number FSP34723.

of the Interest Period in which it has accrued). It will therefore form part of the Outstanding Balance from that date, on which interest charges are calculated in respect of the next Interest Period. For the purpose of this section and these Conditions: "Interest Bearing Balance" means, on a Statement Date, an

amount equal to the Closing Balance of the Card Account less the aggregate value of any Purchases that will still be Interest Free Purchases following the Payment Date specified in the relevant

"Interest Free Purchase" means, at any time, any Purchase made

pursuant to the 90 Day Offer, provided that a Purchase shall cease to be an Interest Free Purchase upon the expiry of the Interest Free Period applicable to that Interest Free Purchase.

"Interest Period" means each period during which interest accrues on the Outstanding Balance on your Card Account being the period from the date of issue of your Card until the next Statement Date and with each subsequent period beginning on the day after the last day of the preceding period and ending on the next Statement Date.

8. HETORNED GOODS If at any time, because of a defect or fault, you return goods purchased with the Card please write to us at Retail Financial Services Ltd, Private Bag 94013, Auckland 2241 or telephone us on 09 580 7200 or 0800 10 11 70 and then confirm it in writing, and we will be happy to reassess any interest which may have accrued as a result of the Purchase. However, we will not refund any interest if you return Purchases for any other reason. We will wredit your card Account with the you's or dots are under some or dots at rend to your Card Account with the you's of any other reason.

credit your Card Account with the value of any goods returned and accepted by the Merchant where you bought the goods. Such a credit will be applied to the cost of the returned Purchase and

will not, unless determined otherwise at our discretion, be set off against any Minimum Payment or Other Liability.

9. PAYMEN IS Each Statement will show the Minimum Payment you are required to make and the Payment Date. You must pay at least the Minimum Payment on or before the relevant Payment Date. In addition, you agree to pay the Outstanding Balance in full on the Termination Date.

You may pay the whole or any part of the Outstanding Balance at any other time, for no additional fee or charge. All or any part of the Minimum Payment not received by the relevant Payment Date is deemed overdue and your Card Account will then be in default. For the purpose of this section and these Conditions:

"Minimum Payment" in relation to a Statement is the aggregate of the Minimum Payment (Standard Transactions) and the Minimum

Payment (90 Day Offer) and any Overdue Amount.

"Interest Free Period" means, in relation to an Interest Free Purchase, the period during which no minimum payments are

required and no interest is charged.

8. RETURNED GOODS

9. PAYMENTS

Card Terms and Conditions (continued)

"Minimum Payment (Standard Transactions)" means, as at the

Statement Date a) the greater of:

- (i) \$10; and
 (ii) \$10; and
 (iii) 3% of the amount owing under Standard Transactions or
 (b) the amount owing under Standard Transactions if that amount is less than or equal to \$10.

"Minimum Payment (90 Day Offer)" means, as at the Statement a) the greater of:

\$10; and

- (i) 3% of the amount owing under the 90 Day Offer in relation to which the Interest Free Period has expired or
 b) the amount owing under the 90 Day Offer in relation to which the Interest Free Period has expired if that amount is less than or amount of the second equal to \$10.

"Overdue Amount" is any part of the Minimum Payment specified on a previous Statement that remains unpaid (and any other part of the Outstanding Balance that has fallen due and remains unpaid).

- You can make your payment: a) by cheque by mailing it to Retail Financial Services Ltd, Private Bag 92181, Victoria Street West, Auckland 1142 provided you complete and attach the tear-off payment slip from your Statement; or
- b) by direct debit/automatic payment, which can be arranged by contacting us on 09 580 7200 or 0800 10 11 70; or
- by internet or telephone banking, simply follow your bank's procedures for paying online or by telephone; or C) d) in person at any Farmers store.

Payments sent by mail to us will not be credited until received (at least four working days should be allowed for transit time to us by mail). Please make your cheques payable to 'Retail Financial Services Ltd'.

When you make a payment, the payment will be applied against the Outstanding Balance in the following order: a) to any payments credited to your Card Account which have not

- been honoured and have subsequently been debited from your Card Account;
- to any Overdue Amount; to the Minimum Payment due; b)

d)

- to any Interest Free Purchase showing on your Statement in relation to which the Interest Free Period has expired; to any balance showing on your Statement in respect of Standard e)
- Transactions: to any Interest Free Purchase showing on your Statement in relation to which the Interest Free Period has not expired; f)
- g) to any balance in respect of Standard Transactions yet to be statemented:

h) to any Interest Free Purchase yet to be statemented. Any remaining surplus will be left as a credit balance on your Card Account under Standard Transactions.

10. IMMEDIATE REPAYMENT

Your Card Account will be in default if: a) you are bankrupted or die; or

b) you breach any of these Conditions

If your Card Account is in default the Outstanding Balance on your Card Account will become immediately due and payable and all Cards issued under your Card Account will be deemed cancelled. We may enter into a payment arrangement with you if your Card Account is in default. In the event a part payment is received on Account is in detail. In the event a part payment is received of an Outstanding Balance we may at our absolute discretion defer your transition through the various stages of the collection process. In the event of a serious default we may in our absolute discretion accelerate your transition through the various stages of the collection process.

If your Card Account is in default you must pay our enforcement expenses as stated in these Conditions (see paragraph 16).

11. SET OFF

Where you have any Other Liability, then we or the Related Company (as the case may be) may at any time and without notice set off the amount of that liability against any time and without notice Card Account or any other amount which might otherwise be due by us or the Related Company to you. This right shall survive the termination, completion or cancellation of these Conditions.

12. CARD INFORMATION

You should protect your Card, as you may be liable for any unauthorised use. To ensure your Card is protected:

- Sign it immediately upon receipt;Keep it in a safe place;
- Regularly check that you still have it;
 Do not give it to anyone else; and

 Do not disclose your password to anyone.
 Your Card must not be copied or reproduced and may be recovered by us or the Merchant at any time. You must not use your Card if it is not signed by you

13. LOST OR STOLEN CARDS

Is LOSI ON STOLEN CARDS If the Card is lost or stolen, you must notify us immediately. Providing you do this, you will not be liable for credit wrongfully obtained after we receive notice and your maximum liability for any credit wrongfully obtained will be limited to \$50 before you notify us (provided you or any Additional Cardholder have not been involved in or benefited from the credit wrongfully obtained). If you later find a Card that has been reported lost or stolen, you are to destroy it.

14. KEEPING YOUR INFORMATION UP-TO-DATE

14. KEEFING TOOM INFORMATION OF -10-DATE If Your Personal Information changes, including for example, your name, email address, telephone number, billing or residential address, you must notify us immediately of any change and provide us with your current contact details so that we can continue to provide you with our products and services.

15. PRIVACY ACT

How we collect information

We may obtain information and make such enquiries about you for the purposes set out below as we may consider warranted from any source, including directly from you (or any persons authorised by you), from our merchant partners, any of our Related Companies or from referees, credit reference, fraud prevention and identity verification agencies.

We may use, hold and share your information with our Related Companies, our merchant partners and third party service providers and agents who help us deliver our products and services (including companies that produce our Cards). Your information is used by us and them:

to assess and process applications (including verifying your identity, perform sanctions screening and credit reports);

- to assess your creditworthiness and manage your credit limit, from time-to-time; to establish, administer and manage your Card or Card Account
- and to provide requested products and services to you; to collect any money you may owe us and to take any enforcement
- action: to communicate with you about your Card or Card Account; to maintaining credit records with us, Related Companies and external credit reference, credit bureau, and fraud prevention
- agencies (including Credit Reporters); to plan and conduct market research, and to carry out
- transactional and statistical analysis; for training, quality control and verification purposes;
- to prevent and detect crime, including fraud and money laundering; and to offer insurance and other products or services provided by us,

any of our Related Companies, any of our merchant partners or other third parties that we have carefully selected. Neither we nor any of our Related Companies will send you

marketing or advertising materials if you have asked us not to.

Sharing your information

Subject to the paragraph above, we will never pass your details on to another party, except:

- where we have permission to do so:
- where we are required by law and/or by law enforcement agencies, government entities, tax authorities or regulatory bodies; agencies, government entities, tax authorities or regulatory bodies; or credit reporting agencies in connection with us providing credit to you, or recovering from you any amounts that you may owe under any contract you have with us. This information may include "credit information" as defined in the Credit Reporting Privacy Code 2004 (which may include for example, repayment history, details relating to your Card Account and payment defaults which they may use to update their database and who may disclose any information they hold about you to their own customers for credit information they hold about you to their own customers for credit reporting purposes); to the Police, or any other government or financial regulatory body
- who assists in the investigation, prevention and detection of crime in New Zealand or any other country;
 to financial services organisations we bank with, and who are
- required by law or regulation to obtain information about our customers:
- to any potential assignee or transferee;
 when we suspect that unlawful activity has been or may be engaged in and the relevant information is a necessary part of the investigation into or reporting of the suspicion to the appropriate authorities

What will happen if we cannot collect, use, hold or share information Subject to your rights under law, if you do not give us the information we ask for or you do not consent (or withdraw your consent) to us collecting, using, holding or sharing Your Personal Information, we may not be able to provide you with new, or continue to provide you with all or any part of our products or services.

How we store information

We take our obligations to you seriously, and understand the need to keep Your Personal Information confidential and secure. Your Personal Information will be stored by us or a Related Company securely in electronic form. We and our Related Companies update our technology regularly to help protect your information. To help prevent Unauthorised Transactions, we also recommend you take steps to keep any information about you, your Card, your nominated email account, mobile device and your Card Account safe

Length of time we keep your information

We (or our Related Companies, as applicable) will keep your information for as long as it is required by us, or our Related Companies (even if you close your Card Account) in order to comply with legal and regulatory requirements or for other operational reasons we deem necessary, including dealing with any queries relating to your Card Account.

Recording

Any communications (through any means) between us (including any third party service providers and agents who help deliver our products and services) may be recorded for security, record keeping, Card Account maintenance and/or training purposes. Communicating With You

You agree that we can use electronic communication (including but not limited to, email, text messaging or instant messaging) to communicate to you, to provide you with notices, changes to these Terms and Conditions (including any disclosure to you pursuant to the Credit Contracts and Consumer Finance Act 2003) or for any other reason. You agree that any such communication may include a link to such information on our website and may not always include a functional unsubscribe facility.

Access to and correction of your information You have the right to access and request correction of any of your information that is held by Farmers Finance. If you wish to access or request correction of any of your information, please contact us in writing at 111 Carlton Gore Road, Newmarket, Auckland, 1023. Managing your Account electronically

Our website privacy statement contains further information relevant to your use of our websites and the electronic management of your Card Account.

Access to and correction of your information You have the right to access and request correction of any of your information that is held by us. If you wish to access or request correction of any of your information, please contact us in writing at 111 Carlton Gore Road, Newmarket, Auckland, 1023.

16. FEES AND CHARGES

You agree to pay to us any fees and charges we may charge relating to the issue and use of the Card, your Card Account and Cardholder services, when they are due for payment. The fees and charges currently payable are stated in our Disclosure Statement. You must pay to us any government taxes, duties or other charges imposed by law which may apply to the Card, use of the Card or any transaction on your Card Account. We may introduce further fees and charges in the future upon giving notice under paragraph 18. All fees and charges are debited to your Card Account on the data they are incerned. date they are incurred.

17. TERMINATION

If you no longer wish to use the Card, cut it in half and return both halves to us. We may cancel your right to use the Card at any time, without reason or prior notice or we may refuse to replace the Card including any Additional Cards. If the Card is cancelled for any reason, all Additional Cards will automatically be cancelled at the same time

If use of the Card is cancelled then you will still be liable for all transactions made up to that time in accordance with these Conditions, and the Outstanding Balance will immediately become due and payable

18. VARIATION

- We may at any time (without your prior arrangement): a) change the Annual Interest Rate (or how it is calculated or applied);
- b) change the amount, frequency, time for payment, or method of calculation of any payment to be made or any fee or charge payable under these Conditions;
- reduce your Credit Limit or
- change any term in these Conditions where, in our reasonable opinion, the change is: d)
- necessary or expedient to comply with any applicable law; is of a formal, technical or administrative nature; or iii) will not prejudice or disadvantage you in any material respect.

We will notify you of any changes by giving you at least 14 days' notice unless:

a) the change reduces your obligations or extends your time for payment; or

b) the change is to the amount of an interest rate or fee, in which case we will notify you as permitted under section 23 of the Credit Contracts and Consumer Finance Act 2003.

19. EVIDENCE

You agree that any certificate signed by one of our officers stating the amount you owe us under these Conditions will be proof of such amount, in the absence of error.

20. NOTICES

22. GOVERNING LAW

change from time to time.

successor or assignee.

Statement.

Account.

Conditions.

Related Companies.

the Card Account.

DEFINITIONS

Subject to any other period imposed by law, you will be deemed to have received any notice we give you under these Conditions four working days following the posting date. We may send any notices to you at your last address shown on our records. You agree to accept disclosure electronically at any electronic address you have specified for that purpose.

21. HOW TO CONTACT RETAIL FINANCIAL SERVICES

For any enquiries (including reporting lost or stolen Cards) please call our Customer Services Centre on 0800 10 11 70. To write to Farmers Finance address your letter to:

These Conditions are governed by the laws of New Zealand.

"Additional Card" means a credit card issued to another person at your request and on your Card Account.

"Card" means the credit card issued to you (including any reissued card) by Farmers Finance and each Additional Card.

"Credit Reporter" means an agency that carries on a business of reporting to other agencies for payment, information relevant to the assessment of creditworthiness of individuals.

"Farmers Finance" means Retail Financial Services Ltd and each

"Merchant" means a retailer or any other person, firm or company bound by our merchant agreement.

"Other Liability" means any actual or contingent liability you have to us or any Related Company through the use of your Card or under

credit transactions made, and fees, charges and interest incurred, on your Card Account after the date of your most recent Statement.

"Payment Date" means the due date for payment specified in a

"Purchase" means the purchase of goods or services from a

"Related Company or Companies" means a related company of Farmers Finance, within the meaning in section 2(3) of the Companies Act 1993.

"Statement" means the Statement issued in relation to your Card

"Statement Date" means the monthly statement date allocated to you by us (or such other date as notified by us to you). "Termination Date" means that date on which your Card is cancelled in accordance with paragraph 10 or 17 of these

"Unauthorsied Transaction" means any transaction on a Card

"We", "Our" or "Us" means Farmers Finance and includes our

"You" or "Your" means each person named as the Cardholder on

"Your Personal Information" means any information about you or that identifies you or can otherwise be linked to you and which is 'personal information' as defined in the Privacy Act and includes

FCL 1055 10/18

your contact details, Card Account or transaction information.

Account made without a Cardholder's consent or which we determine to be outside the scope of these Conditions.

"Privacy Act" means the Privacy Act 1993.

Merchant using your Card.

"Outstanding Balance" means, on a given date, the full amount owing on your Card Account, being the Closing Balance on your most recent Statement adjusted to take account of all debit and

"Card Account" means your credit card account with us for your Card and all Additional Cards.

"Closing Balance" means the total amount owing to us on a Statement Date as specified in a Statement. "Credit Limit" means the credit limit for your Card Account in the

Disclosure Statement, and as stated in your Statement.

"Farmers" means The Farmers Trading Company Limited.

"Annual Interest Rate" means the interest rate charged on your Card Account. It is set out in the Disclosure Statement, but may

Farmers Finance Card Customer Service Centre Private Bag 94013 Manukau Čity, Auckland 2241