

Web Finance System Terms and Conditions

By using this site you agree to be bound by these terms and conditions:

- **Application:** These terms and conditions apply in addition to the Merchant terms and conditions and Merchant Procedures that Flexi Cards Limited or any one of its related companies (FCL) require you to comply with.
- Except where the content expressly provides otherwise, any reference to FCL in these terms and conditions shall include its successors and assigns and its Related Companies for the purposes of Section 2(3) of the Companies Act 2003.
- **Variation:** This site and its contents including these terms and conditions may be changed at any time by us.
- **Independent Advice:** Information provided on this site is not intended to comprise personal, financial or investment advice. If you intend to act on any information on this site you are strongly advised to obtain independent legal or accounting advice.
- **Liability:** Subject to any applicable law and to provisions implied by statute, the application of which cannot be excluded, we do not accept any liability whatsoever for any loss or damage, cost or expense (whether direct or indirect) you may incur as a result of any misrepresentation, omission or error in the disclosure of information on this site, for any failure to continue to provide this site or for any interruption to or inability to access this site.

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Web Finance System Terms & Conditions

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1. Introduction

These terms and conditions comprise a binding contract between you and FCL.

- 1.1. If your Password has become or may have become known to anyone else you must notify us immediately.
- 1.2. If the Staff Login ID of any member of your staff has become or may have become known to anyone else you must notify us immediately.
- 1.3. In these terms and conditions:

Account means a Q Card, Q MasterCard or any other revolving credit card facility maintained by FCL and debited and credited with Transactions.

Merchant Procedures has the meaning given to that term in the Merchant Terms and Conditions.

Merchant Terms and Conditions means the terms and conditions agreed between you and FCL for the sale of goods and services by you to customers with an Account.

Retailer ID means the unique personal identification number issued by us to you to enable you to access the Service as more particularly described in these terms and conditions.

Password means an alphanumeric 8 character, case sensitive password that your staff will need in conjunction with their Staff Login ID to access this site.

Service means the Web Finance System functionality on this site made available through the internet network.

Staff Login ID means the unique number that serves as a staff identifier and that is provided to your staff when you register them with us as a user of this site.

Transaction(s) means an amount debited or credited to an Account or made using a credit card issued by FCL.

Web Finance System means the secure web based service provided by this site to enable you to facilitate a sale with Long Term Finance with your customers.

We, our or us means FCL its directors, officers and employees and includes authorised agents.

You or your means you (a Merchant) who have accepted the use of the Web Finance System functionality located on this site under these terms and conditions and includes any member of your staff who has authorised access and who has been issued with a Staff Login ID.

Other terms shall have the meaning ascribed to them under the Merchant Terms and Conditions and/or Merchant Procedures.

2. Agreement

- 2.1. We offer to make the Web Finance System functionality on this site available to you to enable you to process Transactions at the point of sale in accordance with these terms and conditions.
- 2.2. By using this site you confirm that you understand and accept these terms and conditions.
- 2.3. By using this site you confirm that you consent to us communicating with you by any means including telephone or email to a telephone number and/or an email address you have provided to us.
- 2.4. You acknowledge that all information contained on this site is owned by us and may not be copied or otherwise reproduced by you except as expressly contemplated by this site.

3. Other Terms and Conditions

- 3.1. These terms and conditions are in addition to and are to be read in conjunction with the Merchant Terms and Conditions and the Merchant Procedures as applicable.
- 3.2. In the event of any inconsistency between the interpretation of these terms and conditions and the Merchant Terms and Conditions and the Merchant Procedures (as applicable), the latter will prevail.

4. Access Rights

- 4.1. You and each member of your staff that is intended to be able to access and use this site must become registered users.
- 4.2. In order for you to register yourself with us as a Merchant, you must complete the load request form (Merchant Application form) and identify a selected person from your organisation to be the administration manager (the "**Administration Manager**"). Once we have verified and recorded the Administration Manager's identity, they will be issued with a Retailer ID.
- 4.3. In order to provide your staff with access to this site you will need to register them with us. You must contact us and provide us with the staff member's name and date of birth. We will then verify their identity (recording and retaining such details for future identification purposes). Assuming due and satisfactory completion of our identity checks, we will then issue a temporary Staff Login ID and Password to each registered member of your staff.
- 4.4. You will need to arrange for the Administration Manager to visit the appropriate website and select the 'Merchant Login' option. The Administration Manager will then need to enter the Retailer ID, his/her temporary Staff Login ID and password. He/she will then be guided as to how to select Staff Login IDs and Passwords for staff to gain access to the site. Further rules for activating the Staff Login IDs and Passwords are contained in the schedule or can be found by clicking the "Terms of use for this website" link.
- 4.5. Once these registration formalities have been completed and the Retailer ID and the Staff Login ID's have been issued, you and your registered members of staff are authorised to use

this site with immediate effect in accordance with these terms and conditions and as otherwise directed by us from time to time.

- 4.6. We will endeavour to provide you and your registered staff members with uninterrupted access to the site subject to any necessary downtime required for system maintenance or repairs or as a result of an event of force majeure (matters outside of our reasonable control). We will not be liable to you in respect of any inability to access the site or any interruption to the availability of the site (for any reason).

5. Your Security Responsibilities

- 5.1. You will ensure that your Administration Manager and registered staff members use distinct Passwords in accessing this site and that they do not allow any other person to access or use that Password (including other members of staff, family members and the staff of FCL). You will ensure that your registered members of staff do not keep written records of their Passwords where they can be accessed by other people or leave computer terminals unattended whilst logged on to this site.
- 5.2. You will ensure that your registered members of staff use reasonable care when accessing this site and will immediately notify us if it appears that access Passwords have somehow become known to any other person.
- 5.3. You agree that you will not permit any of your staff to use this site whilst logged on with another person's credentials (i.e. using someone else's Staff Login ID and Password).
- 5.4. You are responsible for all instructions authorised under the Staff Login IDs and Passwords of your staff, regardless of whether that instruction is from the member of staff actually allocated with that Staff Login ID and Password or from another person and whether or not that Staff Login ID has been used with the knowledge or consent of the relevant member of staff. You agree that such instructions are sent to us under your authority and that we have no additional duties to make any enquiry as to the authority or identity of the sender of that instruction.
- 5.5. You must notify us immediately should you believe that someone other than a member of your staff has accessed or logged into the site using your Retailer ID (i.e. if the time you are shown to have last logged into the site does not equate with the last time that you recall any of your staff being logged into the site).
- 5.6. You agree that you and any member of your staff will not use the Service for any purpose other than processing Transactions at the point of sale.
- 5.7. You agree that you and any member of your staff will not attempt to modify the content or appearance of this site or otherwise interfere with the operation of this site.

6. Variation to Terms and Conditions

- 6.1. We may change or vary these terms and conditions at any time at our absolute discretion. By continuing to access and use the site after the changes have been made you will be deemed to have accepted those changes.

- 6.2. We can change the user requirements, application and operating system specifications, format or content of the site at any time without prior notice to you.

7. Suspension and Cancellation

- 7.1. We may at any time suspend or cancel your access to the site (including access by your members of staff) without any notice to you in the event you are in breach of these terms and conditions, any of the Merchant Terms and Conditions or any of the Merchant Procedures.
- 7.2. We do not accept any liability for any loss you may suffer or incur as a result of any such suspension or cancellation of access to the site.
- 7.3. You are able to cancel your use of the site at any time by providing us with advance notice.

8. Communications

- 8.1. Communications in connection with these terms and conditions and the Web Finance System functionality must be given in accordance with these terms and conditions.
- 8.2. Communications over the internet are deemed to have been received when the communications enter a recipient's computer and are effective when received, even if the person to whom the communication is addressed is not aware of its receipt.
- 8.3. Communications are deemed to be sent from where the sender has its place of business or residence and is deemed to be received where the recipient has its place of business or residence.

9. Privacy

- 9.1. The personal information of your registered members of staff is used and retained by us for the sole purpose of identifying that person and verifying that person's right to access this site, all in accordance with the Privacy Act 1993.
- 9.2. You agree that the cardholders terms and conditions relating to the applicable revolving credit facility issued by FCL will continue to apply to any information you provide to us on customers in connection with these terms and conditions and your use of the site in processing Transactions.

10. Liability

- 10.1. Subject to complying with our statutory obligations, we are not liable to you and therefore accept no responsibility for any loss, damage, cost or expense whether direct or indirect, consequential or economic which arises in connection with any one or more of the following:
 - a. your use of the site; or
 - b. any unauthorised use of your Retailer ID, and the Password or Staff Login IDs of your members of staff; or
 - c. any system or telecommunications failure; or

- d. any fault, error or defect in the design of this site; or
- e. any fault, or failure resulting in a loss of access to this site; or
- f. any event of force majeure (matters outside of our reasonable control); or
- g. any error or inaccuracy in any information appearing on this site.

11. Governing Law

11.1. These terms and conditions are governed by New Zealand law.

11.2. The New Zealand Courts shall have jurisdiction to hear and determine all disputes in respect of the interpretation and application of these terms and conditions.

Schedule

Retailer IDs are allocated to you by FCL

- 1.1. To register a member of your staff and obtain a Staff Login ID and Password for that person: Each Merchant is required to appoint an Administration Manager with authority to add and delete staff members as appropriate, as users of this site. The appointment of the Administration Manager is required as part of the application process in joining the Web Finance System. To load a staff member as a new user, the Administration Manager needs to contact us, with details of the staff member's full name and date of birth. We will then provide the Administration Manager with a temporary Staff Login ID and Password for that particular staff member to use. When logging on for the first time the user will be forced to replace this temporary Staff Login ID and Password by creating a new Staff Login ID and Password.
- 1.2. Deleting users:
You must contact us immediately should a registered member of your staff leave your employ, or otherwise be deemed by you, as no longer authorised to use the Web Finance System. We will then delete this user from our system and therefore any rights of access this person had.
- 1.3. Forgotten Passwords:
Should a Password be forgotten by a registered member of your staff, then that person must contact us for the issue of another temporary login ID and password. The identity of that member of your staff will need to be verified as a current user before a temporary login ID and password is issued.
- 1.4. Known Passwords:
Should a Staff Login ID and Password become known to another person, you will need to immediately phone us for the issue of another temporary login ID and password.
- 1.5. Staff Login IDs must:
 - Be 6 – 24 characters in length
 - Contain no spaces
 - Use only A - Z and 0 - 9
- 1.6 Passwords must:
 - Be 8 – 24 characters in length

- Contain no spaces
- Contain at least 2 numeric digits
- Contain at least 1 alpha character (upper or lower case).

1.7 Passwords should:

- Avoid known details such as family names, birth dates, phone numbers and pet names
- Avoid easily guessed words such as password01
- Not be written down or revealed to anyone at anytime
- Include a mix of upper/lower case and/or special characters such as !@#\$%
- Have a method for easily remembering them, such as a phrase, e.g. use “Now for once I won’t forget my password” to remember “Nf11wfmp”.

1.8 Logging out:

Each member of your staff must log out of the Service after every use.