

Farmers Mastercard®

My Account & Mobile App Terms and Conditions



Independent Advice:

Information provided on My Account & the Farmers Mastercard App is not intended to comprise personal, financial or investment advice. If you intend to act on any information on our site, you are strongly advised to obtain independent legal or accounting advice.

Interpretation: Unless we say, terms defined in our cardholder terms and conditions have the same meanings in these terms and conditions. Use of our site and any of the information on our site is subject to these terms and conditions.

1 INTRODUCTION

- 1.1 These terms and conditions comprise a binding contract between you and Flexi Cards Limited.
- 1.2 If your Password or PIN has become or may have become known to anyone else you must notify us immediately.
- 1.3 In these terms and conditions:

Account means any revolving credit facility maintained by us in your name (or if you are an Additional Cardholder, the relevant primary cardholder) having a specified credit limit and to be debited and credited with transactions.

Additional Cardholder means, in relation to an Account, a person that is nominated by the relevant primary cardholder and approved by us to be issued with a card to use on the Account.

Customer ID means the unique 10 digit number that serves as a customer identifier provided to you when a card is issued.

Farmers Mastercard App means an app for compatible mobile telephones, tablets or other devices that we make available to you to use in order to access certain features of the Service.

Flexi Cards Limited means Flexi Cards Limited (Company Number 1421862) and includes (except where the context expressly provides) any member of the Group.

Group means FlexiGroup (New Zealand) Limited (Company Number 841057) and any of its subsidiaries.

Password means an alphanumeric 8 character password used in conjunction with your Customer ID number in order to access our site. **Service** means the online self-service functionality currently called 'My Account' or as otherwise named, on our site made available through the internet.

PIN means the Personal Identification Number required to access the Farmers Mastercard App. This is different to the PERSONAL IDENTIFICATION NUMBER You use for your Farmers Mastercard.

us, we or our means Flexi Cards

Limited (or its successors, assignees and transferees) its directors, officers and employees and includes authorised agents.

you or your means, as the context requires, the Account holder (being the primary cardholder) and/or (if we make the service available to any Additional Cardholder) the person named on a card issued in relation to an Account. It includes their executors, administrators, successors, permitted assigns and permitted transferees.

2 AGREEMENT FOR ONLINE USE

- 2.1 We offer to make the Service available to you to enable you to access your Account details in accordance with these terms and conditions and (if you are the Account holder) to provide you with your statements. Some features of the Service are not available through the Farmers Mastercard App.
- 2.2 By using the Service you agree to be bound by these terms and conditions.

3 OTHER TERMS AND CONDITIONS

- 3.1 These terms and conditions apply in addition to any cardholder terms and conditions for the operation of your Account or for other products or services offered by Flexi Cards Limited.
- 3.2 In the event of any inconsistency between the interpretation of these terms and conditions and the cardholder terms and conditions, the latter will prevail.

4 ACCESS RIGHTS

- 4.1 In order to register with us as a user of this Service you will need:
 - a) Your Customer ID
 - b) A temporary access code. You can get a temporary access code at any time:
 - through My Account; or
 - by calling us on 0800 990 077 or +64 9 953 0556.Once you have registered, we will ask you to set up your own unique Password. If you are using the Farmers Mastercard App, you must also create a PIN to access the Farmers Mastercard App. You may also be given an opportunity to use biometric information such as fingerprint or facial data. Selecting a PIN or using biometric information to login to the Farmers Mastercard App are alternatives to entering the Password to access the Farmers Mastercard App. Please refer to paragraph 5 for your security responsibilities.
- 4.2 Once you are registered, you may

immediately use our site in accordance with these terms and conditions and as otherwise directed by us from time to time.

- 4.3 The Farmers Mastercard App can only operate on Android 4.3 and above and IOS 10.3 and above.
- 4.4 We will endeavour to provide you with uninterrupted access to the site and Farmers Mastercard App subject to any necessary downtime required for system maintenance or repairs or as a result of an event outside of our reasonable control.

5 OUR AUTHORITY

- 5.1 You can sign in to the Farmers Mastercard App by using biometric information where your mobile telephone, tablet or other device allows you to control access to it using, for example, any fingerprint or facial data that you store in the mobile telephone, tablet or other device. Each time the mobile telephone, tablet or other device registers a use of biometric information, and a transaction is authorised through the Farmers Mastercard App, you instruct us to perform those transactions. If you do allow anyone else's biometric information to be stored on your device, they will be able to access your accounts and considered authorised to do so and you will be responsible for their actions and transactions.
- 5.2 You authorise us to allow any transaction or act on any instructions received on an Account for which the correct access code has been provided.
- 5.3 You acknowledge that subject to the sections on liability for unauthorised transactions at clause 9 and Liability at clause 17 you will be liable for any misuse of the Service including transactions on the accounts or any failure to observe these terms of use.
- 5.4 You are responsible for all instructions authorised by the use of your access code regardless of whether that instruction is from you or from another person and whether or not the use of that access code is with your knowledge or consent. You agree we have no additional duties to make any enquiry as to the authority or identity of the sender of that instruction. You agree that any person who supplies us with your Customer ID and access code will be allowed access to the Service and your Account.

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- 5.5 If you are a joint account holder with one or more people, you acknowledge that the information for that joint Account will be visible to each other joint account holder.

6 YOUR SECURITY RESPONSIBILITIES

- 6.1 You agree to use a distinct Password on accessing the Service and to ensure that no other person has access to your Password (including family members, friends or our staff).
- 6.2 If you enter your Farmers Mastercard App PIN incorrectly 3 consecutive times, you will need to enter your Customer ID and Password to access the Farmers Mastercard App and create a new PIN.
- 6.3 If you wish to sign into the Farmers Mastercard App using biometric information, you should ensure that only your biometric information is stored on the mobile telephone, tablet or other device used to access the Farmers Mastercard App. In addition to ensuring that your mobile telephone, tablet or other device is secure, it is very important that each PIN or biometric information used in connection with that mobile telephone, tablet or other device remain secure. If biometric information is used on your Farmers Mastercard App, you consent to us collecting the biometric information you provide for the purposes of identifying you and otherwise for use in accordance with our privacy policy.
- 6.4 You must follow the steps below to protect against the unauthorised use of any access code:
- never reveal or tell any access code to, or allow it to be seen by, another person including family and friends or our staff;
 - do not lend any access code to anybody;
 - try to memorise the access code and destroy any documentation or communication that contains an access code;
 - do not record your access code on your card or on anything which is kept with or near the card;
 - do not record your access code on a computer or related articles without making a reasonable attempt to disguise the access code or prevent unauthorised access to the record;
 - do not keep a record of the access code with any document containing details of your Accounts (e.g. statements) without making a reasonable attempt to protect the security of the access code;
 - do not keep a record of the

- access code with your usual list of emergency telephone numbers;
- use care to prevent anyone seeing the access code being entered on electronic equipment including a computer, mobile telephone, tablet or other device;
 - do not act with extreme carelessness in failing to protect your access codes;
 - when selecting your access code, do not use an access code that can be easily guessed such as one that represents your birth date or a recognisable part of your name;
 - examine your periodical statement immediately upon receiving it to identify and report to us, as soon as possible, any instances where your Account has been used without your authority; and
 - immediately notify us of any change of address
- 6.5 You agree to use reasonable care when accessing the Service to ensure that your Password or PIN is not disclosed to any other person and to immediately notify us if you believe that your Password has become known to another person.
- 6.6 You are responsible for all instructions authorised by the use of your Password regardless of whether that instruction is from you or from another person and whether or not the use of that Password is with your knowledge or consent. You agree we have no additional duties to make any enquiry as to the authority or identity of the sender of that instruction.
- 6.7 You must notify us immediately if you believe that someone other than you has accessed or logged into the Service with your Customer ID (i.e. if the time you are shown to have last logged into the site is not the last time that you recall being logged into the Service).

7 USE OF THE SERVICE AND ACCOUNT INFORMATION

- 7.1 You may use the Service to request various actions or see various information in relation to your Account and where applicable, your Farmers Mastercard. For example:
- activate your Farmers Mastercard;
 - select or change a PIN for your Farmers Mastercard (if your card has this facility);
 - create a secure Password;
 - review your Account summary;
 - review your most recent transactions and any applicable promotions;
 - check your balance;
 - make a payment (if available);

- update your personal details (including home address and email address);
 - change your Password;
 - view PDF versions of your previous statements;
 - request certain actions to your Account (like report the card is lost or stolen, put a temporary block, replace your card and change your PIN);
 - set up or update direct debit (if available);
 - request to close your Account;
 - request a decrease in your credit limit.
- 7.2 You may use the Farmers Mastercard App to request actions or see various information in relation to your Farmers Mastercard. For example:
- review your most recent transactions;
 - check your balance;
 - make a one time payment (if available);
 - view your Farmers Mastercard details including card number, expiry date and CVW number (if available);
 - update your personal details (including home address and email address);
 - change your Password.
- 7.3 You agree that you will not attempt to modify the content or appearance of the Service, or otherwise interfere with the operation of either of them.
- 7.4 You agree that you will not use the Service for any purpose other than carrying out enquiries on your Account or administering your Account.
- 7.5 We may add, change, remove or amend any of the content or functions of the Service by providing notice to you. Not all content or functions may be available at all times. If you have not enabled us to access your location services via the Farmers Mastercard App then you may not be able to view some or all of your Farmers Mastercard details.
- 7.6 Information about your Account available on the Service concerning transactions and balances may not always be up to date. The information available on the Service may not include all pending transactions or payments that have not yet been processed and that may need correction.
- 7.7 We reserve the right to vary the types of transactions that can be carried out using the Service.

8 TRANSACTIONS THROUGH THE USE OF SERVICE

- 8.1 This section only applies to Transactions (as defined in your Cardholder Terms and Conditions)

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- that are completed through the use of the Service.
- 8.2 We will provide you with information about the maximum limits on the amounts which you may transfer from your Accounts using the Service before you first perform a Transaction to the extent that we know this information. Where we vary these limits, we will notify you in writing of this change, as required by law. You can request to change these limits. Your request to change these limits is subject to our approval.
- 8.3 You acknowledge that third party organisations may impose additional restrictions on the amount of funds that may be paid or transferred.
- 8.4 If you ask us to make a payment or transfer using the Service, in most cases the payment or transfer will be processed by us within two Business Days.
- 8.5 If made available by us on either the My Account Service or the Farmers Mastercard App you can use the Service to schedule a payment or transfer to be made on a future date that you specify. If the future date falls on a day that is not a Business Day, the payment or transfer will be processed by us on the next Business Day. Once you have instructed us to make a payment or transfer on a future date, you can countermand this instruction in advance of the due date for the payment or transfer. Any such countermand must be made via the Service and be made before 4.30pm Auckland time on the day of the payment or transfer is due. Otherwise, we will process the payment or transfer as originally instructed by you
- 9 YOUR LIABILITY FOR UNAUTHORISED USE OF YOUR ACCESS CODE/AND OR THE SERVICE**
- 9.1 This section only applies to Transactions that are initiated using electronic equipment and are not intended to be authenticated by comparing a manual specimen signature. This section does not apply to any Transaction that is performed by you or a person who performed a Transaction with your knowledge and consent.
- 9.2 You are not liable for losses caused by unauthorised Transactions:
- where it is clear that you have not contributed to the loss; or
 - that are caused by the fraudulent or negligent conduct of employees or agents of us; any organisation involved in the provision of the system under which Transactions using the service are processed; or any merchant; or
 - that are caused by the same Transaction being incorrectly debited more than once to the same Account;
 - that are caused by a device, Customer ID or access code that is forged, faulty, expired or cancelled; or
 - occurring after we are notified that a device or access code has been misused, lost or stolen, or that security of an access code has been breached; or
 - a Transaction requiring the use of a device or access code that occurred before you received the device or access code.
- 9.3 You are liable for all Transactions on your Account using the Service where an access code is used with your consent. You are also liable for any loss arising from any unauthorised Transaction if the loss occurs before notification to us that a device or action code has or may have been misused or lost or stolen, or your access code has or may have become known to someone else and on the balance of probability, you or any additional cardholder has contributed to the losses through:
- fraud or failure to look after and keep the access code secure or extreme carelessness in failing to protect the security of an access code; or
 - unreasonably delaying reporting to us the misuse, loss or theft of a device or the access code becoming known to someone else, but only if the loss occurs between the time you did become or reasonably should have become aware of these matters and the time of reporting to us.
- 9.4 However, you are not liable for that portion of losses:
- that exceeds any applicable daily or periodic Transaction limits set on the Account;
 - which exceeds the credit limit on the Account; or
 - incurred on any account which you had not agreed with us could be accessed using the device, Customer ID and/or access code.
- 9.5 Where more than one access code is required to perform a Transaction and one or some, but not all access codes became known to someone else, you are liable under clause 9.3a) if, on the balance of probability, the fact that some but not all access codes became known to someone else was more than 50% responsible for the losses, when assessed together with all the contributing causes.
- 9.6 Where an access code was required to perform the unauthorised Transaction and clause 9.3 does not apply, your liability for any loss of funds arising from an unauthorised Transaction using a device or access code, if the loss occurs before notification to us that a device has been misused, lost or stolen or the access code has become known to someone else, is limited to the lesser of:
- \$150;
 - the actual loss at the time of misuse, loss or theft of the device or the access code becoming known to someone else is reported to us, excluding the portion of losses that exceeds any applicable daily or periodic Transaction limits set on the Account; or
 - the credit limit of your Account.
- 10 VARIATION TO THESE TERMS AND CONDITIONS**
- 10.1 These terms and conditions shall continue to apply until such time as we give you notice of any changes by way of a public notice or a statement on our Website. By continuing to access and use the site and Farmers Mastercard App after we have given such notification, you will be deemed to have accepted those changes.
- 10.2 We can change the user requirements, application and operating system specifications, format or content of the site and access to the Service at any time without providing notice to you.
- 11 SUSPENSION AND CANCELLATION**
- 11.1 We may at any time suspend or cancel your access to the Service without any notice to you.
- 11.2 You are able to cancel your use of the Service at any time by contacting us, however if you are the Account holder you will need to access the site to receive your statements electronically, alternatively, we can provide you with a paper statement for which a fee will apply.
- 12 COMMUNICATIONS**
- 12.1 Communications in connection with these terms and conditions and the Service must be given in accordance with these terms and conditions.
- 12.2 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.
- 12.3 Communications are deemed to be sent from where the sender has its place of business or residence and is deemed to be received

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where the recipient has its place of business or residence.

13 STEPS YOU MUST TAKE TO RESOLVE ERRORS OR DISPUTED TRANSACTIONS OR IF YOU HAVE A COMPLAINT

- 13.1 If you believe a Transaction made using the Service is wrong or unauthorised or your Account statement contains any instances of unauthorised use or errors, you must notify us immediately. As soon as you can, you must give us the following information:
- your name, Customer ID, date of birth and residential address;
 - the error or the Transaction you are unsure about;
 - a copy of the Account statement in which the unauthorised Transaction or error first appeared;
 - an explanation, as clearly as you can, as to why you believe it is an unauthorised Transaction or error; and
 - the dollar amount of the suspected error.
- 13.2 If your issue or complaint concerns the authorisation of a Transaction made using the Service, we may ask you to provide further information.
- 13.3 We will investigate your issue or complaint, and if we are unable to settle it immediately to your and our satisfaction, we will advise you in writing of the procedures for further investigation and resolution and may request further relevant details from you.
- 13.4 If a complaint is made, within 21 days of receipt from you of the details of your complaint, we will:
- complete our investigations and advise you in writing of the results of our investigations; or
 - advise you in writing that we require further time to complete our investigation.
- 13.5 We will complete our investigation within 45 days of receiving your complaint, unless there are exceptional circumstances.
- 13.6 If we are unable to resolve your complaint within 45 days, we will let you know the reasons for the delay, your right to complain to an external dispute resolution scheme and provide you with the name and contact details of our external dispute resolution scheme. We will also provide you with monthly updates on the progress of the investigation and its likely resolution date, except where we are waiting for a response from you and you have been advised that we require such a response.
- 13.7 If we resolve your complaint by exercising our rights under the credit card scheme rules we will: apply the time limits under those

- rules in clause 13.4, comply with clause 13.6 as if the reference to "45 days" read "60 days" and the reference to "monthly updates" read "updates every two months"; inform you when you can reasonably expect a decision; and suspend your obligation to pay any amount which is the subject of your complaint or any credit or other charges related to that amount until your complaint has been resolved.
- 13.8 If we find that an error was made, we will make the appropriate adjustments to your Account including interest and charges (if any) and will advise you in writing of the amount of the adjustment.
- 13.9 When we advise you of the outcome of our investigation, we will notify you in writing of the reasons for our decision by reference to these terms of use. If you are not satisfied with our decision, you may wish to take the matter further. You may, for instance, contact our External Dispute Resolution Scheme Financial Services Complaints Ltd on 0800 347 257 or write to FSCL, PO Box 5967, Wellington 6145.
- 13.10 If we decide that you are liable for all or any part of a loss arising out of an unauthorised Transaction made using the Service, we will:
- give you copies of any documents or other evidence we relied upon; and
 - advise you in writing whether or not there was any system or equipment malfunction at the time of the relevant Transaction.
- 13.11 If we fail to carry out these procedures or cause unreasonable delay in resolving your complaint, we may be liable for part or the entire amount of the disputed Transaction where that failure or delay has prejudiced the outcome of the investigation.

14 WHAT SHOULD I DO IF I THINK I HAVE MADE A MISTAKE?

- 14.1 If you tell us, using the Service, to make a payment or transfer and after we have made that payment or transfer you discover that:
- the amount you told us to pay or transfer was greater than the amount you needed to pay or transfer, you should contact the recipient to obtain a refund; or
 - you made a mistake in telling us to make a payment or transfer to a particular account, you should contact the recipient to obtain a refund.
- 14.2 In neither case will we be responsible for any loss you may incur.

15 PRIVACY

- 15.1 Our Privacy Statement and the privacy clause in your cardholder terms and conditions explains the way we collect, retain and use your personal information. You agree that they also apply to any information you provide to us in connection with your use of the site.
- 15.2 We use specialised software on the Farmers Mastercard App to help us understand how the app is performing. No personal information is used during this process. The type of information we obtain is statistical such as the number of page views made, number of page clicks, unique visitors, number of downloads, time spent on the app and types of devices used to access the Farmers Mastercard App. We will use this information to help deliver you a better service.

16 ACCOUNT DISCREPANCIES

- 16.1 You must notify us immediately if you believe there is any error or discrepancy relating to your Account details or you have become aware of any unauthorised transaction on your Account.
- 16.2 You can contact us by calling us on 0800 990 077 or +64 9 953 0556, by emailing us at: customer.services@farmersmastercard.co.nz or in writing to Private Bag 94013, Auckland 2241.

17 LIABILITY

- 17.1 Subject to our obligations under the Consumer Guarantees Act 1993, we are not liable to you in any way and do not accept 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:
- your use of, or any inability to access, the site or Farmers Mastercard App; or
 - any unauthorised use of your Password; or
 - any system or telecommunications failure; or
 - any fault, error or defect in the design of the Service; or
 - any fault, or failure resulting in a loss of access to the Service; or
 - any event outside our reasonable control; or
 - the service not always being available; or
 - any damage or loss to your mobile device from using or trying to use the Farmers Mastercard App; or
 - if you have enabled biometric authentication functionality on your mobile device) any access or use of the Farmers

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Mastercard App by anyone using biometric identification data that is saved on your mobile device, including where someone else's fingerprint or voice identification phrase is saved on your mobile device.

18 EMAIL ADDRESSES

- 18.1 During your application, you must provide a valid email address for delivery of email notifications of your online statement. You can change your nominated email address at any time through the Service.
- 18.2 You must keep your nominated email address current and active.
- 18.3 By choosing to receive online statements electronically, you agree to:
- check the status of your account regularly by logging in to the Service;
 - check your emails regularly for any notifications from us;
 - ensure your mailbox can receive notifications for example: it has sufficient storage space available;
 - ensure your mailbox junk mail and spam filters allow receipt of emails from us;
 - tell us if you are unable to access your email or the Service for any reason;
 - regularly check for your online statement on the Service, regardless of whether or not you have received an email notification from us; and
 - take reasonable and appropriate security measures in relation to your computer, including protection from any viruses or any form of program or mechanism capable of recording your Customer ID and access codes.

19 INTELLECTUAL PROPERTY

- 19.1 We own and have rights to all copyright and intellectual property in My Account, Farmers Mastercard App and in the Service.

20 GOVERNING LAW

- 20.1 These terms and conditions are governed by New Zealand law.
- 20.2 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.

Mastercard is a registered trademark and the circles design is a trademark of Mastercard International Incorporated.