

#### FARMERS MASTERCARD®

# WEBSITE TERMS OF USE

Effective as at 15/03/2021

This website is operated by Flexigroup (New Zealand) Limited NZBN 9429035719243 (Flexigroup). Your use of and reliance on the information, graphics and materials on this website (Material on this website) is governed by these Website Terms of Use and the Privacy Policy.

In addition to the terms in this document, there may also be specific terms governing your use of, and access to, certain sections of this website. Those specific terms also form part of these Website Terms of Use and you will be bound by them. You should review them wherever they are accessible by you on this website.

## LINKS TO OTHER WEBSITES

This website may contain links to other websites operated by third parties (Third Party Websites). Any such links are provided for convenience only. Flexigroup does not endorse, approve of or recommend those Third-Party Websites, and is not responsible for the information, graphics and material they contain (Third Party Material). All offers and statements relating to goods and services available on Third Party Websites are the responsibility of and given by the Third-Party Website operator. In so far as such offers and statements are made on this website, such offers, and statements are made by Flexigroup on behalf of the Third-Party Website operator. Flexigroup expressly disclaims acting in any other respect on behalf of Third-Party Website operators.

Subject to any rights at law which cannot be excluded, Flexigroup makes no warranties or representations:

- regarding the quality, accuracy, merchantability or fitness for purpose of Third Party Material or products or services available through Third Party Websites; or
- that Third Party Material does not infringe the intellectual property rights of any person.

When you follow a link on this website, Third Party Material may be displayed in your browser framed by Material on this website. This material is also Third-Party Material for the purpose of these Website Terms of Use.

By linking Material on this website to Third Party Material, Flexigroup does not authorise the reproduction of Third-Party Material. If you download software from a Third-Party Website, use of that software may be subject to a licence agreement between you and the Third-Party Website operator. To the extent permitted by law, Flexigroup accepts no responsibility or liability for that software.

# PRODUCT INFORMATION AND SUPPLY

You are protected by responsible lending laws. Because of these protections, the recommendations given to you about any product offered by Flexigroup or its related entities are not regulated financial advice. This means that duties and requirements imposed on people who give financial advice do not apply to these recommendations. This includes a duty to comply with a code of conduct and a requirement to be licensed.

Material on this website may contain general

information about Flexigroup products and services.Unless expressly stated otherwise, this information:does not constitute an offer or inducement to

- does not constitute an offer or inducement to enter into a legally binding contract;
- does not form part of the terms and conditions for any Flexigroup products and services; and
- is not intended to be financial advice and does not take into account any user's objectives, financial situation or needs.

All information is subject to change without notice. Flexigroup recommends that you seek independent advice before acting upon Material on this website or Third-Party Material.

All applications are subject to Flexigroup's normal credit approval criteria.

Unless expressly agreed otherwise, products and services referred to on this website will be provided only to New Zealand citizens and permanent residents. These products and services are generally not available to non-New Zealand residents because they have to comply with New Zealand laws.

# WARRANTIES

While we have made every effort to ensure that information is free from error, Flexigroup does not warrant the accuracy, adequacy, suitability or completeness of Material on this website. Use of this website is at your own risk. Flexigroup does not guarantee that this website or Third Party Websites will be free from viruses, that this website will be available, or that access to this website or Third Party Websites will be uninterrupted. You are responsible for taking appropriate precautions for the protection of your computer system and data.

# LIMITATION OF LIABILITY

Subject to any rights implied by law which cannot be excluded, Flexigroup is not liable to you, whether in contract, tort (including negligence), statute or otherwise, for any losses, damages, liabilities, claims or expenses (including but not limited to legal costs and defence or settlement costs), direct or indirect, whatsoever arising out of or referable to:

- your use of this website;
- Material on this website;
- any variation, suspension or termination of use of this website;
- your use of Third Party Websites; or
- Third Party Material.

Flexigroup's liability for a breach of a condition or warranty implied by law or otherwise, and which cannot be excluded, is limited to the extent possible, at Flexigroup's option, to the:

- supply of the services again; or
- cost of having the services supplied again.

#### **TERMINATION**

Your use of and access to this website may be terminated at any time by Flexigroup without notice. All restrictions, licences granted by you and all disclaimers and limitations of liability by Flexigroup will survive termination.

#### JURISDICTION

Unless otherwise stated, the information on this website is provided in compliance with New Zealand law and is only intended for persons within New Zealand. This website may not comply with the laws of countries other than New Zealand and is not directed at, and should not be relied upon by, persons in any other country.

# **COPYRIGHT AND TRADEMARKS**

Copyright in the Material on this website is owned by or licensed to Flexigroup.

Except where necessary for viewing the Material on this website on your browser, or as permitted under any applicable laws or these Website Terms of Use, no Material on this website may be reproduced, adapted, uploaded to a third party, linked to, framed, distributed, displayed or transmitted in any form by any process without the specific written consent of Flexigroup

You must not use any trade mark displayed on this website in any way without our express written consent.

# PRIVACY AND THE USE OF THIS WEBSITE

Flexigroup does not collect any personal information about you when you use this website unless you:

- provide it to us by completing an online application or online form or supplying us with your email address; or
- log on and use the services available on this website.

Flexigroup does gather statistical information about use of this website, including by the use of cookies, however none of this information allows Flexigroup to identify a user.

Flexigroup may also use third parties to collect statistical information to measure the effectiveness of our online advertising. Any third party involved in this process will not collect personal information.

If you use a link from this website to a Third-Party Website, the Third-Party Website operator is responsible for the security and privacy of your information when you are viewing that website.

You should review Flexigroup's <u>Privacy Policy</u> for more information about how Flexigroup deals with your personal information.

#### LINKING TO THIS WEBSITE

Please contact Flexigroup Marketing Department if you would like to place a link to any part of our website. You must not link to this website without our express permission.

# ACCEPTANCE AND CHANGES TO WEBSITE TERMS OF USE

You acknowledge and agree that your use of this website indicates your acceptance of these Website Terms of Use and the Privacy Policy as varied from time to time.

These are the current Website Terms of Use. They replace any other terms of use for this website published on this website to date. Flexigroup may at any time vary the Website Terms of Use by publishing the varied Website Terms of Use on this website. You accept that by doing this, Flexigroup has provided you with sufficient notice of the variation. Your subsequent use of this website constitutes acceptance of the varied Website Terms of Use.

Flexigroup reserves any rights not expressly granted in these Website Terms of Use.