

# Q Mastercard®

## Disclosure Documentation



We are Columbus Financial Services Limited, and the issuer of your Q Mastercard. You can browse our frequently asked questions at [qmastercard.co.nz](http://qmastercard.co.nz) to learn about your Q Mastercard. If you still can't find the answer you're looking for, you can call us on 0800 119 100 or +64 9 580 7399, email us at [customer.services@qmastercard.co.nz](mailto:customer.services@qmastercard.co.nz) or write to us at Private Bag 94013, Auckland 2241. We look forward to hearing from you.

Your agreement with us in relation to your Q Mastercard and related Account is made up of the Initial Disclosure Statement, these terms and conditions, the Approval Confirmation and each Sales Voucher (together your Agreement).

By using your Q Mastercard or the related Account, you acknowledge that you accept your Agreement.

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# CARDHOLDER TERMS AND CONDITIONS

## 1. DEFINITIONS

### 1.1 In your Agreement:

**Account** means a Q Mastercard account maintained by us in the Primary Cardholder's name, having a specified Credit Limit, to be debited and credited with Transactions.

**Additional Cardholder** means, in relation to an Account, a person that is nominated by the Primary Cardholder and approved by us to be issued with a Card to use on the Primary Cardholder's Account, in accordance with these terms and conditions.

Adjusted Closing Balance has the meaning given to it in paragraph 7.2.2.

**Advance** means, in relation to an Account, an advance we make to you (or on your behalf) and which is debited to the Account, and includes a Purchase, a Balance Transfer and a Cash Advance.

**Approval Confirmation** means, in relation to a Primary Cardholder, the confirmation (which may be by way of email attaching the Initial Disclosure Statement) that we issue to you to confirm your application to open your Account and obtain your Card has been accepted.

**Balance Transfer** means an Advance (approved by us, which may have a Start-up Interest Rate that applies during the Start-up Interest Period) made to repay (in whole or in part) an outstanding balance on a credit facility issued to a Primary Cardholder by another bank or financial institution.

**Cancelled Fixed Instalment** means the Advance (or balance outstanding) in respect of a Fixed Instalment that is cancelled under paragraph 3.5.4.

**Card** means, in relation to an Account, the Q Mastercard issued to you on the Account and includes any replacement Card.

**Card Number** means the 16-digit number printed on your Card.

**Cash Advance** means any cash withdrawal made from an Account using a Card.

**Cash Advance Interest Rate** means the rate of interest that is charged on a Cash Advance.

**CCCFA** means the Credit Contracts and Consumer Finance Act 2003.

**Closing Balance** means the amount shown on a Statement as the closing balance for the relevant Statement period.

**Credit Limit** means, in relation to an Account, the maximum amount of credit that we have approved for use on that Account.

**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.

**Delayed Delivery** means where you make a Purchase and agree with the Merchant to pay for the Purchase as further described in paragraph 5.1.4.

**Due Date** means, in relation to a Statement, the date specified in the Statement by which the Minimum Payment must be received by us.

**EFTPOS Terminal** means the Terminal located at a Merchant's point of sale.

**Fixed Instalment** (also referred to as FIAs) means one of the Long Term Finance options that we offer on an Account, where an Advance (which may include an establishment fee or advance fee) plus interest at the Fixed Instalment Interest Rate must be repaid in Instalments during the Fixed Instalment Period for that Fixed Instalment and (where applicable) also includes any Transaction that has been converted to a Fixed Instalment in accordance with paragraph 3.3.

**Fixed Instalment Cancellation Fee** means the fee payable in relation to a cancellation of a Fixed Instalment under paragraph 3.5.4.

**Fixed Instalment Interest Rate** means, in relation to a Fixed Instalment, an interest rate which applies during the relevant Fixed Instalment

Period. We will disclose the applicable Fixed Instalment Interest Rate in your Sales Voucher.

**Fixed Instalment Period** means, in relation to a Fixed Instalment, the period during which you are required to make regular Instalments to us (except during any applicable Payment Holiday) towards repayment of the Advance that we have made to you for that Fixed Instalment.

**Flexi Payment Purchase** means one of the Long Term Finance options that we offer on an Account, where an Advance (which may include an establishment fee or advance fee) may have a Start-up Interest Rate that applies during the Start-up Interest Period and/or a Payment Holiday and (where applicable) also includes any unpaid balance on an Account that has been converted to a Flexi Payment Purchase in accordance with paragraph 3.3.

**Group** means FlexiGroup Limited (Company Number 841057) and any of its subsidiaries, including us.

**Initial Disclosure Statement** means the initial disclosure statement required by the CCCFA.

**Instalment** means a payment of an instalment amount under a Fixed Instalment in accordance with the Sales Voucher issued for that Fixed Instalment.

**Long Term Finance** means finance options, including a Flexi Payment Purchase and a Fixed Instalment that we may offer from time to time.

**Mastercard Contactless Reader** means a secure electronic reader through which a Mastercard Contactless Transaction may be carried out.

**Mastercard Contactless Transaction** means a contactless transaction for a Standard Q Purchase made via a Mastercard Contactless Reader.

**Merchant** means any retailer that accepts payment using your Card or Account.

**Minimum Payment** means the minimum amount payable on an Account on the applicable Due Date in respect of a Statement period as calculated in accordance with paragraph 7.2.2.

**Over-limit Amount** has the meaning given to it in paragraph 7.2.2.

**Payment Holiday** means, in relation to a Purchase, a period of time during which no payments are required to be made.

**PIN** means the Personal Identification Number you have chosen for use with your Card to enable you to make a Purchase or obtain a Cash Advance at Terminals.

**PPSA** means the Personal Property Securities Act 1999.

**Property** means personal property as defined in the PPSA.

**Primary Cardholder** means, in relation to an Account, the person in whose name we have opened the Account, which does not include any Additional Cardholder.

**Privacy Act** means the Privacy Act 1993.

**Purchase** means, in relation to an Account, the purchase of goods or services from a Merchant on the Account (including under a Standard Q Purchase or Long Term Finance but excludes any Cash Advance and/or Balance Transfer) and (where applicable) also includes any Standard Q Purchase that has been converted to a Long Term Finance in accordance with paragraph 3.3.

**Q Promotion** means a Q Cardholder Day or Q Weekend promotion that we offer from time to time where Standard Q Purchases made during the relevant Q Promotion period will have a Start-up Interest Rate of 0% p.a. and a Start-up Interest Period and a Payment Holiday of at least 4, 5 or 6 months (as applicable under the relevant Q Promotion).

**Sales Voucher** means a voucher or agreement issued to you detailing an Advance when you take up a Long Term Finance.

**Secured Money** means all money (including all Advances and fees and interest charges) now or in the future, actual or contingent, owing to us under your Agreement.

**Secured Property** means the Property that you have Purchased using your Card or Account and that is secured by the Security Interest referred to in paragraph 12 and includes proceeds or any replacement Property thereof.

**Security Interest** has the meaning given to it in the PPSA and is the security interest you grant according to paragraph 12.

**Standard Interest Rate** means the interest rate fixed by us from time to time which applies to most debits on your Account (subject to the expiry of any Start-up Interest Periods) as set out in paragraph 6.

**Standard Q Purchase** means a Purchase made anywhere that Mastercard is accepted, with a Start-up Interest Rate of 0% p.a. that applies during the applicable Start-up Interest Period, and a Payment Holiday but excludes any Purchase made under Long Term Finance.

**Start-up Interest Period** means a period relating to a Flexi Payment Purchase, Standard Q Purchase or Balance Transfer during which interest at the Start-up Interest Rate will be charged.

**Start-up Interest Rate** means, in relation to a Flexi Payment Purchase, Standard Q Purchase or Balance Transfer, an interest rate which applies during the relevant Start-up Interest Period. We will disclose the applicable Start-up Interest Rate for a Flexi Payment Purchase in your Sales Voucher.

**Statement** means the statement that we issue to a Primary Cardholder in relation to their Account.

**Terminal** means any terminal or device certified to accept Mastercard or Long Term Finance, in which you may use your Card and/or your PIN. This may include an ATM, a Mastercard Contactless Reader and an EFTPOS Terminal.

**Transaction** means a transaction under which an amount is debited or credited to an Account, including an Advance.

**Unauthorised Transaction** means any transaction on an Account made without a Cardholder's consent or which we determine to be outside the scope of your Agreement.

**us, we or our** means Columbus Financial Services Limited (Company Number 5586747) and also includes its successors, assignees and transferees.

**Wider Group** means FlexiGroup Limited (ABN 15 722 574 583) and any of its subsidiaries, including us.

**you or your** means, as the context requires, the Primary Cardholder and/or the person named on a Card or both. It also includes their executors, administrators, successors, permitted assigns and permitted transferees.

**Your Personal Information** means any information about you or that identifies you or can be otherwise linked to you (and if you are a Primary Cardholder, your Additional Cardholder(s)) which is 'personal information' as defined in the Privacy Act, and includes your contact details, Account or Transaction information.

1.2 References to paragraphs are references to paragraphs in these terms and conditions. Any reference to any Act includes any amendment or replacement of that Act.

1.3 Headings in these terms and conditions do not affect interpretation.

## 2. YOUR CARD AND ITS USE

### 2.1 Getting started

- 2.1.1 When you receive your Card, please sign it immediately and set a PIN. You should choose a PIN that you will be able to memorise as you will need to remember it. You must not choose unsuitable numbers such as parts of your telephone number, parts of your Card Number, or sequential or easily identified numbers (e.g. 1234 or 1111). You must not use numbers easily connected with you or from your personal data, such as that on your driver licence or your birth date.
- 2.1.2 You must take every possible care to protect your Card, your Card Number and your PIN

and to prevent others from carrying out Unauthorised Transactions. Do not write down your PIN, or keep it in any form with your Card, or disclose it to any other person. You must also ensure that no one can see you enter your PIN at a Terminal, and that your Card is returned to you by the Merchant after you have made a Purchase.

## 2.2 Theft, loss or Unauthorised Transactions

2.2.1 Please tell us immediately if your Card is lost or stolen (even if you have placed your card on hold), you believe that your PIN has been disclosed to another person, or you have any other reason to believe that someone may carry out an Unauthorised Transaction with or without your Card, so that we can cancel your Card and arrange for a new one to be issued and/or suspend your Account. If Unauthorised Transactions happen, they may result in a loss to you in accordance with paragraph 5.2.

2.2.2 You can contact us on 0800 119 100 or +64 9 580 7399 at any time. We will need to ask you questions to obtain as much information as possible. You may be required to provide us with a written report.

## 2.3 Other Card information

- 2.3.1 Your Card and your Card Number are our property and you must destroy or return your Card if we ask you to do so.
- 2.3.2 We may at our discretion refuse to process a Transaction if we consider that we have good reason to do so, including but not limited to:
- when such use would result in you exceeding the Credit Limit;
  - when you are in default under your Agreement with us or any other contract you have with the Group;
  - when your Card has been reported lost or stolen or has been placed on hold (although we refer you to paragraph 3.2 in relation to your ability to continue making Purchases on Long Term Finance without your Card if we have made this functionality available);
  - when your Card has expired;
  - when such use would result in your Account having a credit balance (as to which, please refer to paragraph 4.2); or
  - when we determine that such action may be appropriate for security reasons or for legal or regulatory compliance.

We do not need to provide you with a reason for our refusal.

2.3.3 If your Card is damaged or faulty you must destroy your Card by cutting across the chip and magnetic strip and notify us and provide us with a description of the fault or how the damage occurred. If your Card is lost or stolen we will issue a replacement with a new Card Number. If your Card is damaged or faulty or about to reach its expiry date, we will issue a replacement Card with the same Card Number. If your Card is lost, stolen or damaged, we may debit a fee to your Account for the replacement of your Card. We may not issue a replacement Card to you in certain circumstances, including when your Account is in arrears.

## 3. YOUR MASTERCARD TRANSACTIONS

### 3.1 Mastercard Contactless Transactions

3.1.1 You may carry out Mastercard Contactless Transactions at Merchants that have Mastercard Contactless Readers and display the Mastercard Contactless logo. These Transactions are called contactless transactions and a receipt may not automatically be provided, so we recommend you should always request one.

3.1.2 In New Zealand, Mastercard Contactless Transactions may be completed with or without entering a PIN. The Transaction amount above which a PIN may be required may vary from time to time. If you use your

Card to make a Mastercard Contactless Transaction overseas, different limits may apply.

### 3.2 Making Purchases on Long Term Finance without your Card

- 3.2.1 We may choose to offer you the functionality to make Purchases on Long Term Finance without using your Card at Merchants that offer Long Term Finance options and display the "Flexi" Long Term Finance logo.
- 3.2.2 The functionality may involve the generation of a one-time code to your nominated email account or mobile number. You will need to provide the one-time code to the relevant Merchant to authorise a Purchase on Long Term Finance without using your Card.
- 3.2.3 You must take every possible care to protect your nominated email account and mobile device to prevent unauthorised access by others.
- 3.2.4 You may update your nominated email address and/or mobile contact number at any time through our web self service

### 3.3 Converting your unpaid balance to Long Term Finance

- 3.3.1 If you are the Primary Cardholder, we may choose to offer you the functionality to convert all or any Transactions on your Account to a Flexi Payment Purchase or a Fixed Instalment through our web self service. The Flexi Payment Purchase and Fixed Instalment options that are available for your selection under this functionality will be displayed on our web self service.
- 3.3.2 We may make this functionality available to you subject to any additional conditions that we may set at our discretion, which will be displayed on our web self service before you complete the transaction.

### 3.4 Flexi Payment Purchases

- 3.4.1 You may make a Purchase on Flexi Payment Purchase at Merchants that offer Long Term Finance and display the "Flexi" Long Term Finance logo or in accordance with paragraph 3.3 from time to time.
- 3.4.2 A variety of Flexi Payment Purchase options exist, each with a specific Start-up Interest Rate and Start-up Interest Period and may also have a Payment Holiday.

### 3.5 Fixed Instalments

- 3.5.1 We may offer Fixed Instalment options at selected Merchants or in accordance with paragraph 3.3 from time to time.
- 3.5.2 If you choose to take up a Fixed Instalment, you will need to repay the Advance by making regular Instalments during the Fixed Instalment Period. Each Instalment will be made up of a share of the Advance made to you and interest at the Fixed Instalment Interest Rate (which may be 0% p.a.). You can only pay an Instalment when it becomes due for payment and it is posted to your Statement.
- 3.5.3 Your Fixed Instalment may have a Payment Holiday during which you will not be required to make any Instalment to us, however, interest at the Fixed Instalment Interest Rate will be calculated during the Payment Holiday and be charged in accordance with paragraph 6.1.2.
- 3.5.4 You may cancel your Fixed Instalment and pay off the Advance that we have made available to you and any interest under the Fixed Instalment before the final Instalment is due. To do so, please call us on 0800 119 100 or +649 580 7399 and we can advise you of the total amount you will need to pay if you want to pay off a Fixed Instalment at the time of your call. A Fixed Instalment Cancellation Fee will apply in respect of any cancellation.
- 3.5.5 We will not accept a part prepayment of a Fixed Instalment.

3.5.6 The specific terms applicable to a Fixed Instalment (including any applicable Payment Holiday, the Fixed Instalment Interest Rate and the Instalments) will be specified in the Sales Voucher for that Fixed Instalment.

### 3.6 Standard Q Purchases

- 3.6.1 You may make a Standard Q Purchase online or at any Terminal that accepts Mastercard.
- 3.6.2 Subject to paragraph 6.1.2, each Standard Q Purchase has a Start-up Interest Rate of 0% p.a., a Start-up Interest Period of at least 3 months and a Payment Holiday of at least 3 months.

### 3.7 Q Promotions

- 3.7.1 We may offer Q Promotions on Standard Q Purchases from time to time. Standard Q Purchases made during a Q Promotion will continue to enjoy a Start-up Interest Rate of 0% p.a. but will have an extended Start-up Interest Period and a Payment Holiday of at least 4, 5 or 6 months (as applicable for the relevant Q Promotion).
- 3.7.2 At the end of the applicable Start-up Interest Period, the Standard Interest Rate will apply and accrue as from the next Due Date following the end of the Start-up Interest Period until repaid.
- 3.7.3 We will endeavour to give you notice of any Q Promotions that we run. Standard Q Purchases that qualify under a Q Promotion will also be identified on your next Statement.

### 3.8 Cash Advances

- 3.8.1 You may obtain a Cash Advance anywhere in the world where there is a Terminal that permits use of your Card and which displays the Mastercard symbol or via a teller-assisted service at banks and/or financial institutions displaying the Mastercard logo. You may be required to provide identification for this service.
- 3.8.2 The minimum or maximum amount of cash that you may withdraw may vary between banks and/or other financial institutions. The banks and/or financial institutions may charge an additional access fee for this service.
- 3.8.3 You may obtain Cash Advances provided your Credit Limit has not been, and will not be exceeded, and no other restrictions have been placed on making Cash Advances by us, or the country you are located in. We may at our discretion set limits on daily withdrawals, number of Cash Advances permitted per day, and the minimum amount of each withdrawal, and these limits may vary from time to time. We will give you reasonable notice of the changes.

### 3.9 Balance Transfers

- 3.9.1 If applicable to your Account, you (the Primary Cardholder) may request using an approved form, a Balance Transfer to your Account.
- 3.9.2 We may decline such a request or impose any condition on a Balance Transfer at our discretion, where we consider we have good reason to do so.
- 3.9.3 Without limitation, we may decline a Balance Transfer for the following reasons:
- the Balance Transfer would result in your Credit Limit being exceeded;
  - you are not liable for the account from which the Balance Transfer is being made;
  - the account from which the Balance Transfer is being made is an account that does not allow Balance Transfers to take place;
  - you did not authorise the Balance Transfer correctly;
  - you did not provide us with all requested information for the Balance Transfer; or
  - you did not comply with all of the conditions of the Balance Transfer offer.

3.9.4 It will continue to be your responsibility to ensure that payments on the account from which the Balance Transfer originated are made when due.

### 3.10 Using your Card overseas

3.10.1 All Cash Advances, Purchases and/or charges made or incurred in foreign currencies will be converted into New Zealand dollars at a rate of exchange set by Mastercard.

3.10.2 Overseas Transactions (including Cash Advances) will be subject to the additional fees and charges specified in the Initial Disclosure Statement and may vary from time to time. A full schedule of fees is always available and can be accessed at [qmastercard.co.nz](http://qmastercard.co.nz).

3.10.3 If you use your Card or Account overseas, you may also be subject to exchange controls or other government requirements. You will be liable for any Advances made overseas whether or not the New Zealand Customs Department allows the goods or services purchased into New Zealand.

### 3.11 Processing Time by Merchants

3.11.1 To qualify for any of our Long Term Finance offers and Q Promotions, your Purchase must be processed during the offer period. Our offer period will be based on New Zealand local time and date, unless we specify otherwise for the relevant offer.

3.11.2 Please note that when you make a Purchase with a Merchant, the Merchant may not necessarily process your Purchase on the same day. Your Purchase will also be processed based on the local time that applies to the Merchant where it processes your Purchase. If your Merchant processes your Purchase outside New Zealand, the Purchase will still need to be processed within our offer period (which will be based on New Zealand local time) in order to qualify.

3.11.3 We are not responsible if a Merchant does not process your Purchase(s) within any of our offer periods.

### 3.12 Authorisations of Standard Q Purchases

3.12.1 A Merchant may obtain an authorisation in relation to a Standard Q Purchase to ensure that you have enough available credit on your Account to complete the Transaction.

3.12.2 When a Merchant obtains an authorisation, it will reduce your available credit on your Account by the amount of the authorisation. The authorisation amount will remain on your Account until we receive confirmation of a Transaction that matches the authorisation from Mastercard or the authorisation lapses because no matching Transaction could be located. This means that the authorisation may remain on your Account and reduce your available credit (but the Transaction will not be processed) for several days.

3.12.3 In some cases, your available credit will be reduced by the amount of both the authorised amount and the actual Transaction amount for a short period of time. This can happen if the Merchant obtains an authorisation for an estimated value of the Transaction because the actual value of the Transaction is not known at the relevant time.

## 4. YOUR ACCOUNT

### 4.1 Credit Limit

4.1.1 If you are the Primary Cardholder, your initial Credit Limit will be displayed on your Approval Confirmation. Your current Credit Limit will also appear on your Statements. Where you have Additional Cardholder(s) on your Account, then your Credit Limit will apply to all Cards issued on your Account.

4.1.2 You are expected to keep the unpaid balance on your Account, as well as all amounts required to repay any Fixed Instalments and any amounts accrued, authorised or charged

but not yet debited to your Account, within your Credit Limit at all times. We may choose to honour a Transaction even if it creates an Over-limit Amount. We may also decline further Advances until any Over-limit Amount is repaid. Any Over-limit Amount will form part of the Minimum Payment due for the applicable Statement period (or you may choose to pay any Over-limit Amount off earlier).

4.1.3 The Primary Cardholder, can apply to us to have your Credit Limit decreased or increased at any time. We may decrease your Credit Limit at any time without your approval if we consider we have good reason to do so, and we will notify you in writing of this change, as required by law.

### 4.2 Credit balance

4.2.1 You must ensure that your Account does not at any time have a credit balance.

4.2.2 We may decline to accept, or reverse, any payment into your Account that would result in a credit balance without giving you notice.

### 4.3 Statements

4.3.1 If you are the Primary Cardholder, we will allocate a Statement date for the issue of your Statements. We will provide your Statements to you on our web self service, unless:

- (a) there have been no Transactions during the Statement period and the unpaid balance on your Account is nil; or
- (b) we are permitted by law not to provide you with a Statement.

4.3.2 Each Statement will show all amounts debited and credited to your Account during the Statement period. The Statement period runs from the date of the opening balance of the Statement to the date of the Closing Balance of the Statement.

4.3.3 You agree to be notified via email that a Statement is ready to be viewed on our web self service or we will provide you with access to such information via our website.

4.3.4 You can request Statements in other forms, but fees may apply. If you do, we will allocate a Statement date to you.

### 4.4 Additional Cardholders

4.4.1 This paragraph 4.4 only applies if we have enabled Additional Cardholder functionality on an Account.

4.4.2 If you are the Primary Cardholder, you may request that we issue additional Card(s) on your Account to any person(s) nominated by you who is over the age limit we set from time to time. We do not have to issue any additional Cards to any such person(s) nominated by you. Once we assess your request, we may issue additional Card(s) to any such person(s) approved by us. You may have a maximum of four additional Cards issued on your Account at any time.

4.4.3 Your Additional Cardholder(s) will be bound by your Agreement, except that Additional Cardholder(s) are not liable for any Transactions on your Account. You will be liable for all Transactions made by your Additional Cardholder(s), including liability in respect of lost or stolen Card or actual or possible disclosure of an Additional Cardholder's PIN, or in respect of any breach or non-compliance by your Additional Cardholder of your Agreement.

4.4.4 Additional Cardholders can make Advances (other than a Balance Transfer) on your Account in the same way as you can (subject to these terms and conditions). Additional Cardholders will not be able to make Balance Transfers to your Account.

4.4.5 Additional Cardholders cannot make changes to a Primary Cardholder's Account. However, they can make changes relating to their Card and update their personal details.

4.4.6 Additional Cardholders will have access to certain information on your Account. If you are the Primary Cardholder, you acknowledge and agree that your Additional Cardholder(s) will have access to, and we can disclose to your Additional Cardholder(s), information relating to your Account, including your Account balance, the available credit on your Account, your Credit Limit and information relating to the Transactions that they have made or attempted to make on your Account.

4.4.7 If you are an Additional Cardholder, you acknowledge and agree that your Primary Cardholder will have access to, and we can disclose to your Primary Cardholder, Your Personal Information (including details of all your Purchases) that we may hold from time to time.

4.4.8 If you are the Primary Cardholder, you may remove any Additional Cardholder from your Account at any time by contacting us and destroying the additional Cards. Removal of any Additional Cardholder does not affect your liability for Transactions initiated prior to the removal.

4.4.9 You may also place a hold on any of the Cards issued on your Account (however, we refer you to paragraph 3.2 where we have enabled the shopping on Long Term Finance without a Card functionality on your Account). If the Primary Cardholder's Card is on hold, Additional Cardholder(s) will still be able to transact using their Card(s). You may also cancel any hold placed by an Additional Cardholder on their Card. An Additional Cardholder cannot remove a hold on their Card if it has been placed on hold by the Primary Cardholder.

4.4.10 We are not responsible for any dispute between you and your Additional Cardholder(s).

## 5. LIABILITIES

### 5.1 Debit Transactions on your Account

5.1.1 If you are the Primary Cardholder, your Account will be debited with the following Transactions when they take place:

- any Standard Q Purchase;
- any Flexi Payment Purchase;
- any Instalment;
- any Cancelled Fixed Instalment;
- any Cash Advance;
- any Balance Transfer;
- interest calculated in accordance with your Agreement, on the date of each Statement;
- charges and fees calculated and charged in accordance with your Agreement;
- any other amounts calculated and charged under or in connection with your Agreement;
- any insurance payments payable that relate to your Card; and
- recurring payments set up by you on your Account.

5.1.2 Transactions debited to your Account in accordance with your Agreement cannot usually be cancelled and are irreversible.

5.1.3 We may make Delayed Delivery functionality available for certain types of Purchases.

5.1.4 Where Delayed Delivery occurs, the full authorised amount of the Purchase (including the balance payable at a later date) will reduce your available credit on and from the date of the Purchase. Only the amount you agree to pay on the date of Purchase will be debited to your Account on that date. The balance payable at a later date will only be debited to your Account (and form part of the unpaid balance on your Account) on the date that the Merchant notifies you and us that the item(s) Purchased are available for delivery or collection. Any applicable Start-up Interest Period or Payment Holiday

applies to each part of the Purchase from the date it is debited to your Account.

## 5.2 Unauthorised Transactions on your Account

5.2.1 As soon as you (the Primary Cardholder) or any of your Additional Cardholder(s) have promptly notified us in accordance with paragraph 2.2 above, and provided neither you nor any of your Additional Cardholder(s) have acted in a fraudulent or negligent manner:

- (a) you will not be liable for any losses arising from Advances that are Unauthorised Transactions initiated by someone else using a Card that we have cancelled and/or (if we have suspended your Account) your Account after notification; and
- (b) your liability for any loss incurred before notification of an Unauthorised Transaction will be limited to \$50 or the unpaid balance on your Account or the actual loss at the time of notification, whichever is the lesser.

5.2.2 The types of things that we may take as a Cardholder having acted fraudulently or negligently are:

- (a) disclosing their PIN to another person;
- (b) permitting another person to use their Card or Card Number;
- (c) selecting an unsuitable PIN;
- (d) acting in breach of their Agreement;
- (e) not protecting their Card, Card Number, PIN, nominated email account and/or mobile device;
- (f) unreasonably delaying notifying us that their Card has been misplaced, lost or stolen, that their PIN has been disclosed or access to their nominated email account and/or mobile device may have been jeopardised.

## 5.3 Transaction disputes

5.3.1 It is your (the Primary Cardholder's and each Additional Cardholder's) responsibility to:

- (a) promptly check your Statements and verify the Transactions on the Account (as applicable); and
- (b) promptly check and verify all Sales Vouchers and other receipts provided to you by Merchants, banks and/or other financial institutions as well as via Terminals and our web self service as records of Transactions on the Account; and
- (c) retain those Statements and Transaction records.

5.3.2 If you believe that a Statement, Sales Voucher or other record shows an incorrect Transaction or that an Unauthorised Transaction has been made, you (the Primary Cardholder) must notify us without delay using the contact details set out at the front of these terms and conditions. We may ask you to verify your concerns in writing.

5.3.3 Following an investigation, we will inform you in writing of the outcome. If you are not satisfied with our response, please follow the complaints procedures set out in paragraph 17.

5.3.4 If you have any complaints about a Merchant or goods or services supplied by a Merchant you must resolve this matter directly with the Merchant concerned. The Merchant is responsible also, in the first instance, for any warranties or service obligations in relation to the goods and/or services purchased using your Card.

## 5.4 Card and Account Acceptance

5.4.1 We are not responsible if a bank and/or other financial institution or Merchant:

- (a) refuses to accept your Card or Card Number;
- (b) will not allow you to make a Purchase or a Cash Advance using your Card, Card Number or your Account;
- (c) does not follow proper authorisation procedures; or

- (d) refuses to accept a return of goods Purchased or you are otherwise dissatisfied with any goods and services which you have Purchased.

You must resolve those concerns directly with the financial institution or Merchant in question.

## 6. INTEREST, FEES AND CHARGES

### 6.1 Interest

6.1.1 Interest charges will be debited to your Account on each Statement date. Daily interest rates are calculated by dividing the applicable annual interest rate by 365.

Any interest charged will form part of your Closing Balance and interest is chargeable on that amount if not paid in cleared funds and in full by the Due Date shown on the next Statement.

6.1.2 Long Term Finance and Purchases

(a) Flexi Payment Purchases (which may include an establishment fee or advance fee) will have a Start-up Interest Rate (which may be 0% p.a.) that applies during the Start-up Interest Period. The Start-up Interest Rate and the Start-up Interest Period will be shown on your Sales Voucher and on your Statements. At the end of the Start-up Interest Period, the Standard Interest Rate will apply and will accrue as from the next Due Date following the end of the Start-up Interest Period until repaid.

(b) Fixed Instalments (which may include an establishment fee or advance fee) will have a Fixed Instalment Interest Rate (which may be 0% p.a.) that applies during the Fixed Instalment Period. The total interest amount for a Fixed Instalment (if any) is spread across, and will form part of, each Instalment for that Fixed Instalment. The Fixed Instalment Interest Rate will be shown on your Sales Voucher and on your Statements. If you request to cancel your Fixed Instalment under paragraph 3.5.4 and you fail to pay the relevant Cancelled Fixed Instalment off by the next Due Date shown on your Statement, then the Standard Interest Rate will apply to the Cancelled Fixed Instalment as from that Due Date until repaid.

(c) Standard Q Purchases will have a Start-up Interest Rate of 0% that applies for a Start-up Interest Period of at least 3 months. At the end of the Start-up Interest Period, the Standard Interest Rate will apply and will accrue as from the next Due Date following the end of the relevant Start-up Interest Period until repaid.

(d) Standard Q Purchases made during a Q Promotion are also eligible for an extended Start-up Interest Period of at least 4, 5 or 6 months (depending on the terms of the relevant Q Promotion, please refer to paragraph 3.7 for further details). At the end of the Start-up Interest Period, the Standard Interest Rate will apply and will accrue as from the next Due Date following the end of the relevant Start-up Interest Period until repaid.

(e) Interest debited to your Account in respect of any Flexi Payment Purchase, Standard Q Purchase or Cancelled Fixed Instalment will form part of the unpaid balance referred to in paragraph 6.1.5 below.

6.1.3 Cash Advances

(a) Interest on a Cash Advance is calculated using the Cash Advance Interest Rate which applies from the time the Cash Advance is debited to your Account until it is repaid in full.

(b) Interest debited to your Account in respect of any Cash Advance on a Statement date will form part of the unpaid balance referred to in paragraph 6.1.5 below.

6.1.4 Balance Transfers

(a) Balance Transfers may have a Start-up Interest Rate (which may be 0% p.a.) that

applies during the Start-up Interest Period. Any Start-up Interest Rate applying to any Balance Transfers promotion offered by us will be published on our website and will be further disclosed to you prior to our acceptance of any Balance Transfer request from you.

(b) At the end of any applicable Start-up Interest Period, the Standard Interest Rate will apply and will accrue as from the next Due Date following the end of the relevant Start-up Interest Period until repaid.

6.1.5 All other Transactions

(a) Subject to the other provisions of paragraph 6, interest on the unpaid balance on your Account (other than any unpaid statemented Fixed Instalments) will be calculated using the Standard Interest Rate that applies from the time the Transaction is debited to your Account until it is paid in full. This means that the Standard Interest Rate applies to Balance Transfers (subject to paragraph 6.1.4) and debits to your Account of all fees, charges and interest.

(b) An interest-free period of up to 55 days may apply to Balance Transfers (subject to paragraph 6.1.4) and debits to your Account of all fees, charges and interest on which interest is charged at the Standard Interest Rate. No interest will be payable on the relevant Transaction if payment is received by us in full by the Due Date shown on the Statement in which that Transaction appears. If the relevant Transaction is not repaid in full by the relevant Due Date, then interest at the Standard Interest Rate is payable from the time the Transaction is debited to your Account until it is repaid in full. In that case, the interest debited to your Account on a Statement date in respect of the relevant Transaction also forms part of the unpaid balance on your Account on which interest is charged in respect of that Statement period.

### 6.2 Fees and charges

6.2.1 The fees and charges that you (the Primary Cardholder) may be required to pay under your Agreement are specified in the Initial Disclosure Statement and may vary from time to time. A full schedule of fees is always available from us, and can be accessed at [qmastercard.co.nz](http://qmastercard.co.nz).

6.2.2 Any establishment fee or advance fee in connection with a Long Term Finance will benefit from any Start-up Interest Rate, Fixed Instalment Interest Rate and/or Payment Holiday available to the relevant Long Term Finance. However, any account fee payable (which relates to the establishment and maintenance of your Account) will not benefit from any features associated with a Long Term Finance and will instead receive an interest-free period of up to 55 days and will be included in the calculation of your Minimum Payment due under paragraph 7.2.2.

## 7. PAYMENTS

### 7.1 Payment information

7.1.1 We will notify you (the Primary Cardholder) via an email that your Statement is ready to view on our web self service (except in the circumstances set out in paragraph 4.3.1). You should contact us if a payment has been made by you which is not yet shown on your Statement so we can locate and apply that payment to your Account.

7.1.2 Your options for making payments are as follows:

(a) By direct debit or automatic payment. For more information on how to set up a direct debit and/or automatic payment go to [qmastercard.co.nz](http://qmastercard.co.nz).

(b) By a direct transfer. You can make payments by transferring funds directly from your online bank accounts to your Account. Choose "Q Mastercard" as the bill payee.

(c) By other means that we make available to you from time to time, such as through our web self service.

7.1.3 Payments to your Account must be made in New Zealand dollars.

## 7.2 Primary Cardholder's Repayment Obligations

7.2.1 Overdue Amounts

(a) You must pay all overdue amounts shown on your Statements immediately.

7.2.2 Minimum Payment

(a) You must pay the Minimum Payment shown on your Statement by the Due Date. You may pay more than this amount, however, if you do, you are still required to meet your Minimum Payment obligation on your next Statement.

(b) Your Minimum Payment (as shown on your Statement) is made up of one or more of the following amounts:

- (A) If you have any Fixed Instalment, each Instalment that becomes due in respect of that Statement period.
- (B) If your Closing Balance after adjusting for any amount referred to in subparagraph (A) above exceeds your Credit Limit (the difference being the Over-limit Amount), the Over-limit Amount.
- (C) If your Closing Balance after adjusting for the amounts referred to in subparagraphs (A) and (B) above and any amount that is still subject to an unexpired Payment Holiday (being the **Adjusted Closing Balance**) is less than \$10, the Adjusted Closing Balance.
- (D) If your Adjusted Closing Balance is \$10 or more, then \$10 or an amount calculated as 3% of the Adjusted Closing Balance (whichever is greater).

(c) You are obliged to pay the Minimum Payment each month even if you do not receive a Statement or access a Statement online on our web self service. You can contact us at any time for details of your Account, or you can view your Account online on our web self service.

(d) All or any part of the Minimum Payment not received by us by the relevant Due Date will be deemed overdue and fees may apply.

7.2.3 You may pay the whole or any part of the unpaid balance on your Account at any other time for no additional fee (however, please note that in relation to a Fixed Instalment, the unpaid balance will only comprise of the stated Instalment(s) or the Cancelled Fixed Instalment for that Fixed Instalment, as applicable).

7.2.4 You may also cancel and pay off your Fixed Instalment in full at any time in accordance with paragraph 3.5.4.

## 7.3 Payment allocation

7.3.1 Payments made to your Account will reduce any overdue payment amount shown on your current Statement.

7.3.2 Payments made to your Account are generally applied in the following order:

- (a) to any Cancelled Fixed Instalments in accordance with paragraph 3.5.4 (if applicable), in the order of date on which they are cancelled; then
- (b) to stated Instalments (if any), in the order of Transaction date; then
- (c) to stated Cash Advances, in the order of Transaction date; then
- (d) to all other stated Transactions (excluding Flexi Payment Purchases, Standard Q Purchases and Balance Transfers that are not yet interest bearing) in the order of date on which they become interest bearing; then
- (e) to stated Flexi Payment Purchases and Balance Transfers that are interest

bearing and still within their Start-up Interest Period, in the order of date upon which they will move to the Standard Interest Rate; then

(f) to stated Flexi Payment Purchases, Standard Q Purchases and Balance Transfers that are still within their interest free Start-up Interest Period, in the order of date on which they will move to the Standard Interest Rate; then

(g) to any unstated Transactions in the same order as set out at subparagraphs (b) to (f) above, **except that no** payment will be applied towards any Instalments until they become stated.

## 7.4 Effective date of payment

7.4.1 We will credit your payment to your Account as soon as practicable upon our receipt of a confirmation from our account bank that your payment has been received in cleared funds. Depending on the payment method chosen by you, some payment methods can take several days to be received in cleared funds by us. You may like to check with your bank as to whether there is a timeframe for clearance for your chosen payment method as failure to make any payment to us by the Due Date may result in fees and interest being charged to your Account. We will not be liable for any delay in our receipt of any payment from you, or any delay in the processing of your payment(s) by third parties. If a payment is dishonoured or reversed, it will be treated for all purposes in connection with your Agreement as not having been made.

## 8. RETURNED GOODS

8.1 Any refund due to you by a Merchant is an agreement between you and the Merchant only. It does not affect your obligations under your Agreement with us.

8.2 When a Merchant agrees to accept a return of goods Purchased and you have chosen to receive a refund to your Account, we will apply that refund to your Account and it will appear on your next Statement.

## 9. CANCELLATION OF YOUR AGREEMENT BY YOU

9.1 If you are the Primary Cardholder, you may cancel your Agreement at any time by calling us on 0800 119 100 or +64 9 580 7399 within our standard business hours or by notifying us in writing, and paying us the unpaid balance on your Account, as well as all amounts required to repay any Fixed Instalments made and any other amounts accrued, authorised or charged but not yet debited to your Account.

9.2 If you cancel your Agreement you must destroy your Card (including each Card issued to an Additional Cardholder) by cutting across the chip and magnetic strip.

9.3 If you wish to close your Account, you must ensure that all outstanding Purchases that are on Delayed Delivery, automatic payments and any other periodic and/or recurring debits on your Account are cancelled.

## 10. CANCELLATION OF YOUR CARD BY US

10.1 We may at any time and for any reason, cancel your Card (and each Card issued to an Additional Cardholder) and your Account and decline to provide you with further credit even if your Account is otherwise in order. If we cancel your Card and your Account, you must not attempt to obtain credit on your Account and you must destroy your Card (including each Card issued to an Additional Cardholder) by cutting across the chip and magnetic strip. You must immediately repay the unpaid balance on your Account, as well as all amounts required to repay any Fixed Instalments made and any other amounts accrued, authorised or charged but not yet debited to your Account. You can cease using your Card at any time but this does not release you from your existing obligations. You are still required to make payments and we will continue to charge all applicable interest and fees.

## 11. DEFAULT AND ENFORCEMENT

11.1 If you are in default of your Agreement, we may suspend your Account. We may also demand immediate payment in full of the unpaid balance on your Account, as well as all amounts required to repay any Fixed Instalments made and any other amounts accrued, authorised or charged but not yet debited to your Account.

11.2 If this happens, we may, acting reasonably, deem any Payment Holiday or Start-up Interest Period to have expired. The Standard Interest Rate may then apply to the affected Transactions from the date of the demand.

11.3 We will also require the destruction or immediate return of your Card (including if applicable, any Card issued to an Additional Cardholder) to us.

11.4 You are in default under your Agreement if:

11.4.1 you do not pay any amount payable under your Agreement in cleared funds and in full by its due date; or

11.4.2 any payment of any amount under your Agreement is dishonoured; or

11.4.3 you are in breach of any term of your Agreement or (if you are the Primary Cardholder) that of any other agreement you have with the Group; or

11.4.4 any information that you have given us in connection with your Account or your Agreement is false or misleading; or

11.4.5 you (or another Cardholder on your Account) grant another creditor a Security Interest over any Secured Property or allow such Security Interest to remain in breach of your Agreement; or

11.4.6 in our opinion, any material item or items of all Secured Property is or are at risk (as defined at section 83E(2) of the CCCFA).

11.5 If you are in default, you may be liable to pay all reasonable enforcement expenses and collection costs (including court costs and costs on a solicitor/client basis and all administration costs) that we incur as a result of the default. In addition, we may enforce our Security Interest in the manner specified in paragraph 12.

## 12. SECURITY INTEREST

12.1 This paragraph 12 only applies to a new Account opened with us after 30 November 2017 (Relevant Account) and shall apply to all Cardholders under a Relevant Account.

12.2 You agree to grant us a first-ranking Security Interest in all of your Secured Property now and in the future. The Security Interest provides us with rights in the Secured Property and (subject to our compliance with any applicable law) allows us to repossess and sell the Secured Property if you breach your obligations under your Agreement.

12.3 The Security Interest secures the performance of your obligations under your Agreement and the payment of all Secured Moneys and is a continuing security until:

12.3.1 we are satisfied that the whole of the Secured Moneys has been fully repaid;

12.3.2 your Account has been cancelled; and

12.3.3 no payment received or to be received by us may be avoided, or required to be repaid, whether under any law relating to bankruptcy or otherwise.

12.4 Until we are satisfied that the conditions for release of our Security Interest under paragraph 12.3 have been satisfied, you agree that (unless we have otherwise consented in writing) you will exercise the same degree of care which a person of ordinary prudence would exercise under the same or similar circumstances when dealing with any Secured Property, including (where expected of a person of ordinary prudence):

- 12.4.1 You will ensure that each Secured Property:
- (a) is only used for the purpose for which it is designed;
  - (b) is only operated in a proper manner; and
  - (c) is maintained in good and substantial repair and in good working order and insured; and

- 12.4.2 you will not do, or omit to do anything which does or could reasonably be expected to prejudice or adversely affect our Security Interest, including our rights to enforce against any Secured Property.
- 12.5 We (or our agents) may at any reasonable time inspect the Secured Property on giving reasonable verbal or written notice to you.
- 12.6 You waive your right to receive verification statements connected with any financing statement or financing change statement registered in relation to the Security Interest.
- 12.7 If you are in default under your Agreement, then we shall (and in addition to our rights under paragraph 11 but subject to any applicable law), be entitled to repossess and sell any Secured Property.
- 12.8 If we exercise our right to repossess any Secured Property, we may appoint agents to enter into any place where we believe the Secured Property is held (whether or not an occupier is present). You authorise us and our agents to gain entry to the premises to complete such repossession without in any way being liable to you or any other person, but subject to the CCCFA and mandatory law.
- 12.9 You indemnify us and our agents against all claims, actions, costs and losses any of them may suffer or incur through the repossession or attempted repossession of any Secured Property however arising. Whilst we will endeavour to care for your Secured Property, we will not be responsible for any damage to any Secured Property occurring during or after repossession, but subject to the CCCFA and mandatory law.
- 12.10 On our request, you will promptly execute any documents and do anything else required by us (acting reasonably) to ensure the Security Interest constitutes a first ranking perfected Security Interest in the Secured Property.
- 12.11 You:

- 12.11.1 will immediately notify us of any change in your name and address; and
- 12.11.2 will (upon our request) provide any information we reasonably require to complete a financing statement or financing change statement.

### 13. GOODS AND SERVICES TAX

- 13.1 You declare that any sale or disposal of the Secured Property by us as a result of you defaulting under these terms and conditions shall not constitute a taxable supply of that Secured Property (as defined in the Goods and Services Tax Act 1985) for the reason that:
- you are not nor will be registered as a person under the Act; and
  - the Secured Property will not be used by you in the course or furtherance of a taxable activity.

Should you register as a supplier under the Act while these terms and conditions are in force then you shall advise us accordingly.

### 14. VARIATIONS TO YOUR AGREEMENT

- 14.1 We may at any time (without your prior agreement):
- 14.1.1 vary the Standard Interest Rate, any Start-up Interest Rate, any Cash Advance Interest Rate or any other interest rate applying under your Agreement (or how it is calculated or applied);
  - 14.1.2 vary the amount, frequency, time for payment, or method of calculation of any payment to be made under your Agreement;
  - 14.1.3 vary the amount, frequency, time for payment or method of calculation of any fee or charge (or introduce a new fee or charge) payable under your Agreement;
  - 14.1.4 reduce your Credit Limit;
  - 14.1.5 change any term in your Agreement where, in our reasonable opinion, the change is:
    - necessary or expedient to comply with any applicable law;
    - is of a formal, technical or administrative nature; or

- (c) will not prejudice or disadvantage you in any material respect.

- 14.2 We will give you notice of any change as required by law. We do not waive any of our rights except where we do so in writing. Any concession otherwise given is not a waiver of rights.

## 15. YOUR INFORMATION

### 15.1 How we collect information

- 15.1.1 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 member of the Wider Group or from referees, credit reference, fraud prevention and identity verification agencies.

### 15.2 Your related persons

- 15.2.1 When you (or any persons authorised by you) give us information that relates to another person (for example, if you are a Primary Cardholder and you provide information to us that relates to your Additional Cardholder) (that person being the **related person**) and that information is relevant to your relationship with us, you confirm that your related person consents to us collecting, using, holding and sharing their information for the purposes set out below (except in relation to paragraph 15.3.1(i)), where we will only do so with the further consent of the related person) and any additional purposes for which the information was collected for.

### 15.3 How we use your information

- 15.3.1 We may use, hold and share your and your related person(s)' information with other members of the Wider Group, 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 credit worthiness and manage your Credit Limit from time to time;
  - to establish, administer and manage your Card or Account and to provide requested products and services to you;
  - to collect any money you may owe us;
  - to communicate with you about your Card or Account;
  - to maintain credit records with us, external credit reference, credit bureau, and fraud prevention agencies (including Credit Reporters);
  - to conduct market research and undertake modelling and analysis of purchase history including transaction patterns and preferences, to develop new products and services and improve the relevance of offers we make;
  - for training, quality control and verification purposes;
  - to prevent and detect crime, including fraud and money laundering;
  - to offer insurance and other products or services provided by us, any of our merchant partners, any member of the Wider Group or other third parties that we have carefully selected.
- 15.3.2 We will not send you marketing or advertising materials if you have asked us not to.

### 15.4 Sharing your information

- 15.4.1 Subject to paragraph 15.3, we will never pass your details (and details of your related person) 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;

- (c) to 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 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 reporting purposes);
- (d) 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;
- (e) to financial services organisations we bank with, and who are required by law or regulation to obtain information about our customers;
- (f) to any potential assignee or transferee;
- (g) to any member of our Group where they are performing a service for us that will assist in servicing your Account.
- (h) 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.

### 15.5 What will happen if we cannot collect, use, hold or share information

- 15.5.1 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.

### 15.6 How we store information

- 15.6.1 We take our obligations to you seriously, and understand the need to keep Your Personal Information confidential and secure. We store Your Personal Information securely in electronic and hard-copy form. We 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 Account safe.

### 15.7 Length of time we keep your information

- 15.7.1 We will keep your information for as long as it is required by us, or other members of our Wider Group (even if you close your 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 Account.

### 15.8 Keeping your information up-to-date

- 15.8.1 We will take reasonable steps to make sure that Your Personal Information that we hold is accurate, complete and up-to-date. If Your Personal Information changes, including for example, your name, email address, telephone number, billing or residential address, please contact us so that we can continue to provide you with our products and services.

### 15.9 Recording

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

## 15.10 Communicating With You

15.10.1 You agree that we can use electronic communication (including but not limited to email, text messaging or instant messaging) to communicate with you, to provide you with notices, changes to these terms and conditions (including any disclosure that we are required to make under the CCCFA) or for any other reason. You agree that any such communication may include a link to such information and may not always include a functional unsubscribe facility.

## 15.11 Access to your Information

15.11.1 You have the right to access and request correction of any of your information that is held by us. If you wish to, please contact us in writing using the contact details set out on page 1 of your terms and conditions.

## 15.12 Managing your Account electronically

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

## 16. GENERAL CONDITIONS

- 16.1 You acknowledge that we may receive a commission for the introduction of any insurance taken out by you through us.
- 16.2 You cannot assign your Account or your Agreement. We may however (without your prior consent) assign, or transfer to any person or otherwise deal in any manner with, any of our rights, obligations or interests under your Agreement.
- 16.3 You must notify us promptly of any change to your name, email address, telephone number, billing or residential address.
- 16.4 You agree that, if required by us at any time, you will provide us with satisfactory proof of identity or other information (including if applicable, in relation to Additional Cardholders).
- 16.5 We may act on any instructions that we reasonably believe to be from you, whether those instructions are written, email or verbal or given in any other means. We are not required to enquire into, or verify, those instructions.
- 16.6 Where you have any actual or contingent liability to us or any other member of the Group through the use of your Card or Account (or any additional Card issued to an Additional Cardholder) or under any other agreement or arrangement, we or another member of the Group (as the case may be) may at any time and without notice set off the amount of that liability against any money which might otherwise be due from us or that member of the Group to you.
- 16.7 These terms and conditions and your Agreement are governed by the laws of New Zealand.

## 17. COMPLAINTS

- 17.1 If you wish to lodge a complaint, please contact us without delay by email to [complaints@flexicards.co.nz](mailto:complaints@flexicards.co.nz). You can also write to us at Columbus Financial Services Limited – Complaints Officer, Private Bag 94013, Auckland 2241.
- 17.2 We aim to resolve all issues in a timely manner and we will acknowledge all complaints within 5 working days. We will keep you informed of progress throughout the process. If our Customer Services team is unable to resolve the complaint, it will be referred to one of our team managers and then to the internal disputes resolution team, which is supervised by our Complaints Officer.
- 17.3 If we cannot resolve your complaint to your satisfaction, you may contact the Financial Services Complaints Limited (FSCL), an external, independent scheme provider approved by the Minister for Consumer Affairs. There is no charge to you for this service.
- 17.4 The contact details of FSCL are as follows:  
Telephone: 0800 347 257  
Email: [complaints@fscl.org.nz](mailto:complaints@fscl.org.nz)  
Fax: 04 472 3728  
Post: Financial Services Complaints Limited, PO Box 5967, Lambton Quay, Wellington 6145.
- 17.5 Otherwise you may lodge a formal complaint with the Financial Markets Authority (FMA).  
The contact details of FMA are as follows:  
Telephone: 0800 434 566  
Post: Financial Markets Authority, PO Box 106 672, Auckland 1143.

## WEB SELF SERVICE TERMS AND CONDITIONS

Independent Advice: Information provided on our web self service 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 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.

**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 Web Self Service functionality on our site made available through the internet.

**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.
- 2.2 By using our web self 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 our web self service; or
- by calling us on 0800 500 450 or +64 9 580 7365.

Once you have registered, we will ask you to set up your own unique Password. 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 We will endeavour to provide you with uninterrupted access to the site subject to any necessary downtime required for system maintenance or repairs or as a result of an event outside of our reasonable control.

## 5. YOUR SECURITY RESPONSIBILITIES

- 5.1 You agree to use a distinct Password in accessing the Service and to ensure that no other person has access to your Password (including family members, friends or our staff). You must not keep a written record of your Password where it can be accessed by other people or leave your computer unattended when logged on to the Service.
- 5.2 You agree to use reasonable care when accessing the Service to ensure that your Password is not disclosed to any other person and to immediately notify us if you believe that your Password has become known to another person.
- 5.3 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.
- 5.4 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).
- 5.5 You agree that you will not use the Service for any purpose other than carrying out enquiries on your Card or Account or administering your Card or Account.
- 5.6 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.

## 6. VARIATION TO THESE TERMS AND CONDITIONS

- 6.1 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 after we have given such notification, 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 and access to the Service at any time without providing notice to you.

## 7. SUSPENSION AND CANCELLATION

- 7.1 We may at any time suspend or cancel your access to the Service without any notice to you.
- 7.2 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.

## 8. COMMUNICATIONS

- 8.1 Communications in connection with these terms and conditions and the Service 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 Our privacy clause in your cardholder terms and conditions explains the way we collect, retain and use your personal information. You agree that it also applies to any information you provide to us in connection with your use of the site.

#### 10. ACCOUNT DISCREPANCIES

10.1 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.

10.2 You can contact us by calling us on 0800 119 100 or +64 9 580 7399, by emailing us at [customer.services@qmastercard.co.nz](mailto:customer.services@qmastercard.co.nz) or in writing to Private Bag 94013, Auckland 2241.

#### 11. LIABILITY

11.1 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:

- (a) your use of, or any inability to access, the site; or
- (b) any unauthorised use of your Password; or
- (c) any system or telecommunications failure; or
- (d) any fault, error or defect in the design of the Service; or
- (e) any fault, or failure resulting in a loss of access to the Service; or
- (f) any event outside our reasonable control; or
- (g) the service not always being available.

#### 12. INTELLECTUAL PROPERTY

12.1 We own and have rights to all copyright and intellectual property in our web self service and in the Service.

#### 13. GOVERNING LAW

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

13.2 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.

### MOBILE APP TERMS AND CONDITIONS

Customers who choose to download the Mobile App are bound by the following additional terms and conditions:

1. This service is only available for active customers.
2. We may at any time suspend or cancel your access to the service without any notice to you.
3. We will endeavour to provide you with uninterrupted access to the service subject to any necessary downtime required for system maintenance or repairs or as a result of an event outside of our reasonable control.
4. The Mobile App will only operate on Android 4.1 and above and iOS8 and above.
5. An Internet connection is required to use the Mobile App. Normal data charges apply.
6. We use specialised software on the Mobile App to help us understand how the app is performing.
7. 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 Mobile App. We will use this information to help deliver you a better service.

8. To the extent permitted by law, 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:
- (a) any damage or loss to your mobile device from using or trying to use the Mobile App;
  - (b) your inability to access or use the Mobile App at any time; or
  - (c) (if you have enabled biometric authentication functionality on your mobile device) any access or use of the Mobile 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.

9. We own and have rights to all copyright and intellectual property in the Mobile App and in the service.

**Mobile App** means the mobile app applicable to your card and the related card account.

Downloading of our Mobile App is subject to your cardholder terms and conditions.

# QFE Disclosure Statement

Name of Qualifying Financial Entity ("QFE"): Flexi Cards QFE Group ("QFE Group", "us", "we", "our")  
 Address: Our principal place of business is 111 Carlton Gore Road, Newmarket, Auckland 1023, New Zealand  
 Our postal address is Private Bag 94013, Auckland 2241, New Zealand  
 Telephone number: 09 525 8550  
 Email address: customerservice@flexicards.co.nz

This Disclosure Statement was prepared on 30 November 2017







## It is important that you read this document

This disclosure statement provides some important information about our QFE advisers and dispute resolution options. It should help you to make an informed decision about whether to use our QFE advisers and whether to follow the financial advice given by our QFE advisers.

The disclosures in this disclosure statement are made pursuant to section 25 of the Financial Advisers Act 2008.

## Who are we

As a QFE Group, we are comprised of associated entities. Below is a brief description of the financial products issued by our associated entities:

Products / Brands	Description	Associated entity / Product issuer
	Q Mastercard®	Columbus Financial Services Limited
	Flight Centre Mastercard®	Columbus Financial Services Limited
	Q Card® incorporates fixed instalment, flexible payment and revolving credit financing options, with a pre-approved credit limit.	Consumer Finance Limited
	The Farmers Card™ is a credit card that is accepted at all Farmers stores and at over 7,800 other retail outlets.	Retail Financial Services Limited
	Credit repayment insurance and chattel insurance are sold through our Customer Care Team and at selected retail outlets.	Consumer Insurance Services Limited
	The investment products offered to the public are debentures that are first ranking, secured, term and call deposits.	Fisher & Paykel Finance Limited*

## Our advisers

Our employees who provide you with financial advice are QFE advisers. They can give you advice only in relation to financial products issued by the QFE Group. As our QFE advisers are employed by the relevant product issuer, or a related party of the relevant product issuer, advice given by our QFE advisers cannot be regarded as independent financial advice.

We take responsibility for the financial adviser services provided by our QFE advisers

## Scope of advice

Please note that we do not provide investment planning or broking services. We also do not give advice that is tailored to your particular financial circumstances.

## Fees and incentives

There is no fee payable by you in connection with our financial adviser services and our advisers are not paid a commission.

## Complaints

If you have a problem, concern, or complaint about any part of our service, please contact us so that we can try to fix the problem.

You may contact our internal complaints scheme:

By telephone:

For matters relating to Q Mastercard, call 0800 119 100.

For matters relating to Flight Centre Mastercard, call 0800 500 450.

For matters relating to Q Card, call 0800 117 000 or 09 525 8554.

For matters relating to Farmers Card, call 0800 10 11 70 or 09 580 7250.

For matters relating to our insurance products, call 0800 855 333 or 09 525 4770.

For matters relating to our investment products, call 09 525 8550.

By email: complaints@flexicards.co.nz

By post: Flexi Cards QFE Group Complaints Officer, Private Bag 94013, Auckland 2241.

We aim to acknowledge and resolve all complaints in a timely manner. If we cannot resolve your complaint immediately, we will advise you of this and endeavour to keep you informed of progress throughout the process. All complaints are received by our Customer Service Representatives who will endeavour to resolve your complaint in the first instance or, if this is not possible, refer your complaint to our Complaints Officer.

If we cannot agree on how to fix the issue, you can contact Financial Services Complaints Limited ("FSCL"), an external dispute resolution scheme approved by the Minister for Consumer Affairs under the Financial Service Providers (Registration and Dispute Resolution) Act 2008. This service will cost you nothing, and will help us resolve any disagreements. You can contact FSCL:

By telephone: 0800 347 257

By fax: 04 472 3727

By email: complaints@fscl.org.nz

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

For more information, visit the FSCL website: [www.fscl.org.nz](http://www.fscl.org.nz)

Alternatively, you may lodge a complaint or report to the Financial Markets Authority at any time:

By telephone: 04 472 9830

By fax: 04 472 8076

By post: Financial Markets Authority, PO Box 106 672 Auckland 1143

The Financial Markets Authority is also a key source of general information about financial advisers.

For more information, visit the FMA website: [www.fma.govt.nz](http://www.fma.govt.nz)

## Matters relating to grant of QFE status

The QFE Group's grant of QFE status is subject to the Standard Conditions for QFEs. There are no individual terms and conditions for the QFE Group.

## Licensed services

The QFE Group is licensed and regulated by the Financial Markets Authority for the financial adviser services we provide.

## Further Information

For general information about our credit and insurance products, you may contact one of our QFE advisers:

By telephone:

For matters relating to Q Mastercard, call 0800 119 100.

For matters relating to Flight Centre Mastercard, call 0800 500 450.

For matters relating to Q Card, call 0800 117 000 or 09 525 8554.

For matters relating to Farmers Card, call 0800 10 11 70 or 09 580 7250.

For matters relating to our insurance products, call 0800 855 333 or 09 525 4770.

By email: customerservice@flexicards.co.nz

For any queries relating to investment products issued by Fisher & Paykel Finance Limited\*, please contact Computershare Investor Services Limited in the first instance:

By telephone: 0800 65 10 10

By email: flexicards@computershare.co.nz

Alternatively, for general information about our investment products, you may contact one of our QFE advisers:

By telephone: 09 525 8550

By email: customerservice@flexicards.co.nz

- the status of the QFE; and
- whether other entities are a member of the QFE Group.

## No endorsement

Nothing in this disclosure statement is intended to imply that the Financial Markets Authority has endorsed or approved the business, financial adviser services or solvency of the QFE Group.

\*Fisher and Paykel Finance Limited is a subsidiary of Flexi Cards Limited.

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

# Q Mastercard® Initial Disclosure Statement

## IMPORTANT

This Initial Disclosure Statement sets out key information about your Agreement. Please read it thoroughly. **If you do not understand anything in this document, you should seek independent advice.** You should keep this Initial Disclosure Statement and a copy of your Agreement in a safe place. Unless stated otherwise, terms defined in the Q Mastercard cardholder terms and conditions have the same meaning in this Initial Disclosure Statement.

The law gives you a limited right to cancel your Agreement and/or any Long Term Finance (see below for further details). **Note that strict time limits apply.**

## CREDITOR DETAILS

We are Columbus Financial Services Limited, 111 Carlton Gore Road, Newmarket, Auckland 1023, Private Bag 94013, Auckland, 2241.

Notices may be sent to us by writing to us at our postal address or by email to [customer.services@qmastercard.co.nz](mailto:customer.services@qmastercard.co.nz).

## CONTINUING DISCLOSURE

We are required to provide you with regular Statements which will give you information about your Account (e.g. any interest or fees charged during the Statement period) and the amount and timing of your payments. Your Statements will be available on web self service. We will send you an email to let you know when your next Statement is ready to view or provide you with all of the required information on our website.

## INITIAL UNPAID BALANCE

This Initial Disclosure Statement is effective as at: \_\_\_/\_\_\_/20\_\_\_

Your initial unpaid balance (the amount you owe as at that date) is the total of each Advance made on that date (as disclosed on the applicable Sales Voucher and/or Terminal receipt), which may include an Establishment Fee if you have made a Long Term Finance on that date.

## CREDIT LIMIT

Your Credit Limit is: \$\_\_\_\_\_

We also place limits on Cash Advances you can make from your Account of up to NZ\$1,000 per day in aggregate, a maximum of 10 transactions per day, and a minimum withdrawal amount of NZ\$20 per transaction. Banks and other financial institutions may place other limits on Cash Advances for security purposes.

## ANNUAL INTEREST RATE

The Standard Interest Rate applying to your Account is currently **25.99% p.a.** (this may vary from time to time). The Standard Interest Rate applies to the unpaid balance of your Account, except in relation to any Transactions that are still subject to their applicable Start-up Interest Rate, or to any Cash Advances or unpaid Instalments. This means that the Standard Interest Rate applies to all Standard Q Purchases and Balance Transfers (excluding any Standard Q Purchases or Balance Transfers that are still subject to their applicable Start-up Interest Rate) and debits to your Account of all fees, charges and interest. The Standard Interest Rate also applies to all Flexi Payment Purchases, Standard Q Purchases and Balance Transfers that are no longer subject to their applicable Start-up Interest Rate and to all Cancelled Fixed Instalments (if any).

The Start-up Interest Rate and Fixed Instalment Interest Rate applying to a Flexi Payment Purchase and a Fixed Instalment during their respective Start-up Interest Period and Fixed Instalment Period may differ and we will disclose the applicable rate in your Sales Voucher. For Standard Q Purchases, the Start-up Interest Rate during the applicable Start-Up Interest Period will be **0% p.a.** Any Start-up Interest Rate applying to any Balance Transfers promotion offered by us will be published on our website and will be further disclosed to you prior to our acceptance of any Balance Transfer request from you.

The Cash Advance Interest Rate applying to your Account is currently **27.25% p.a.** (this may vary from time to time). The Cash Advance Interest Rate applies to all Cash Advances made from your Account from the date of the Cash Advance until repaid in full. Interest charges will be debited to your Account on each Statement date and will form part of the opening balance on which interest at the Standard Interest Rate is charged in respect of the relevant Statement period.

Interest on each outstanding Transaction (other than a Fixed Instalment) is calculated by multiplying the relevant unpaid balance of that Transaction at the end of each day by the applicable daily interest rate. For Fixed Instalments, interest at the Fixed Instalment Interest Rate is calculated for the Fixed Instalment Period (including any Payment Holiday) and spread across the Instalments payable during the Fixed Instalment Period.

Daily interest rates are calculated by dividing the applicable annual interest rate by 365.

## INTEREST-FREE PERIODS

An interest-free period of **up to 55 days** will apply to debits to your Account of all fees, charges and interest and to any Balance Transfers which are not subject to any Start-up Interest Rate. No interest will be payable on the relevant Transaction if payment in full is received by us by the Due Date shown on the Statement in which that Transaction appears.

During the Start-up Interest Period for a Standard Q Purchase, interest will be charged at **0% p.a.** The Start-up Interest Period for a Standard Q Purchase (except for a Standard Q Purchase made during a Q Promotion) is **at least 3 months.** The Start-up Interest Period for a Standard Q Purchase made during a Q Promotion is at least 4, 5 or 6 months and will be shown on the Statement in which the relevant Transaction appears.

## DECLARATION:

By signing this disclosure document, I confirm that:

- I am applying for credit from Columbus Financial Services Limited and that the information I provided during the application process is true and correct;
- I have been provided with a copy of the Terms & Conditions and a copy of this disclosure document; and
- I understand that I will be charged \$1 per Paper Statement I am provided with as I have not provided an email address.

Customer Full Name: \_\_\_\_\_

Customer Signature: \_\_\_\_\_

Date: \_\_\_/\_\_\_/20\_\_\_

Interest at **0% p.a.** may also apply during the Start-up Interest Period and Fixed Instalment Period for a Flexi Payment Purchase, a Balance Transfer and a Fixed Instalment (as applicable). Where this applies, this will be specified in the applicable Sales Voucher (for a Flexi Payment Purchase or Fixed Instalment) or otherwise disclosed to you in accordance with the CCCFA. For a Flexi Payment Purchase or a Balance Transfer, interest will then begin to accrue at the Standard Interest Rate from the next Due Date following the end of its Start-up Interest Period.

If you cancel a Fixed Instalment before the final Instalment is paid off, you will need to pay off the Cancelled Fixed Instalment in full by the next Due Date following the cancellation to avoid interest accruing at the Standard Interest Rate on the Cancelled Fixed Instalment.

## CREDIT FEES AND CHARGES

The following credit fees and charges may apply (these may vary from time to time):

- Establishment Fee:** A fee charged when you open your Account in-store using Long Term Finance. **\$55**
- Account Fee:** An annual fee of **\$50** applied to your Account in two 6-monthly instalments (**\$25** on opening and every 6 months thereafter).
- Advance Fee:** A fee charged every time you make a new Long Term Finance, except where it is an establishing Long Term Finance or where you convert any Transaction to Long Term Finance. **\$35**
- Cash Advance Fee (Domestic):** A fee charged by us when you withdraw cash. **\$2** from an ATM or **\$3** from a domestic teller plus an access fee (if any) charged by the financial institution from where you made the withdrawal.
- Cash Advance Fee (International):** A fee charged by us when you withdraw cash **\$3** from an ATM or **\$6.50** when you withdraw with the help of an international bank teller plus an access fee (if any) charged by the financial institution from where you made the withdrawal.
- Fixed Instalment Cancellation Fee:** A fee charged to cover our administration costs should you elect to cancel a Fixed Instalment before the final Instalment is due. **\$0**
- International Transaction Fee:** A fee charged at **1.4%** of the New Zealand dollar converted value of any Transaction on your Account denominated in a currency other than New Zealand dollars, or any Transaction where Mastercard designates the Merchant of the relevant goods or services to be located in a country other than New Zealand, regardless of whether the Transaction is denominated in New Zealand dollars. All Cash Advances, Purchases and/or charges made or incurred in foreign currencies will be converted into New Zealand dollars at a rate of exchange set by Mastercard.
- Replacement Card Fee (NZ and overseas):** A fee charged to cover the replacement of lost, damaged or stolen Cards. **\$10.** Where you ask us to courier the replacement Card to you, a courier cost plus an additional **\$3** fee will also be charged.
- Additional Card Fee:** An annual fee charged to your Account for each approved Additional Cardholder. **\$0**
- Paper Statement Fee:** A fee (other than a Statement Copy Fee) charged each time a paper Statement is sent to you. **\$1**
- Statement Copy Fee:** A fee charged if you wish to be resent copies of historic Statements by post or email. **\$7.50** for up to 5 Statements, then **\$1** per Statement thereafter, payable on each request for additional Statement copies.
- Variation Fee:** Payable on the variation of your Agreement with us. **\$16.50**

## PAYMENTS

You will need to pay us any overdue amounts shown on your Statement immediately. In addition, you must pay us the Minimum Payment by the Due Date set out on your Statement. However, you may pay more than the Minimum Payment. The Minimum Payment will be made up of each Instalment that becomes due and payable in respect of the Statement period and the Over-limit Amount (as applicable) plus \$10 or an amount calculated as 3% of the Adjusted Closing Balance, whichever is greater (except where the Adjusted Closing Balance does not exceed \$10, in which case the Adjusted Closing Balance will apply), in each case as determined in accordance with your Agreement.

You may also make a payment to us at any time to reduce the unpaid balance of your Account.

**Fixed Instalments:** You will need to make regular Instalments as specified in the applicable Sales Voucher. You are able to cancel your Fixed Instalment and pay off the remaining unpaid balance of the applicable Fixed Instalment owing to us at the relevant time. To do so, you will need to contact us on 0800 119 100 or +649 580 7399. Please note that a Fixed Instalment Cancellation Fee will apply. We do not accept a part prepayment of a Fixed Instalment.

## WHAT COULD HAPPEN IF YOU FAIL TO MEET YOUR COMMITMENTS

**Security interest:** We have a Security Interest over all goods Purchased while a balance remains outstanding under your Account. The Security Interest secures performance of your obligations under your Agreement and the payment of all Secured Moneys.

If you fail to meet your commitments under your Agreement then, to the extent of the Security Interest (but subject to any applicable law), we may be entitled to repossess and sell these goods. If we repossess and sell these goods but the proceeds of sale do not cover the full amount you owe us, you will continue to owe us money. You will be in breach of your obligations under your Agreement if you (or another Cardholder on your Account) grant another creditor a Security Interest which might threaten our right to repossess the goods and if you (or another Cardholder on your Account) do this, we may be able to repossess and sell the relevant goods.

**Default fees:** The following fees and charges apply if you default under your Agreement (these may vary from time to time):

- Default Fees payable 10 days after each Due Date, if we have not received payment in full by the relevant Due Date: **\$15.** This fee covers default administration services and the issuing of default notices and/or statements in relation to collection activities.
- Collection Fee as charged by a collection agent to collect money due by you.
- Repossession Fee and related fees as charged by an agent for repossessing, storing, tracking or for general service in the event of a default.
- Sales and Commission Fee as charged by an agency relating to the sale of your goods if they are repossessed or surrendered to us, including any legal fees.

## RIGHT TO CANCEL

You are entitled to cancel your Agreement and/or any Long Term Finance by giving written notice to us.

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

- 5 working days after you receive the disclosure documents\* by hand; or
- 7 working days after the disclosure documents\* are sent to you by electronic means (for example, by email); or
- 9 working days after the disclosure documents\* are sent to you by post.

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

\* For cancellation of any Long Term Finance, the disclosure documents shall also include a copy of the applicable Sales Voucher for that Long Term Finance.

**How to cancel:** To cancel, you must give us written notice that you intend to cancel your Agreement and/or any Long Term Finance by:

- giving notice to us; or
- posting the notice to us at the address specified in this Initial Disclosure Statement; or
- emailing notice to us at [customer.services@qmastercard.co.nz](mailto:customer.services@qmastercard.co.nz).

You must also, within the same time:

- (in relation to the cancellation of your Agreement) make payment in full to us of the unpaid balance of your Account, as well as all amounts required to repay any Fixed Instalments made and any other amounts accrued, authorised or charged but not yet debited to your Account;
- (in relation to the cancellation of any Long Term Finance) repay the relevant Advance made; and
- comply with any further cancellation conditions set out in your Agreement.

**What you may also have to pay if you cancel:** If you cancel your Agreement and/or any Long Term Finance, we can charge you:

- the amount of any reasonable expenses we had to pay in connection with your Agreement and/or Long Term Finance and its cancellation (including legal fees and fees for credit reports etc.), as applicable; and
- in respect of each Advance, interest that has accrued and/or been charged for the period from the day you received the Advance until the day you repay the Advance.

## UNFORESEEN HARDSHIP

If you are reasonably unable 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 us for a hardship variation. To apply for a hardship variation, you need to:

- make an application in writing; and
- explain your reason(s) for the application; and
- request a postponement of the dates on which payments are due under your Account (specify the period for which you want this to apply); and
- 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.

## DISPUTE RESOLUTION

We are a member of the external dispute resolution scheme run by Financial Services Complaints Limited (FSCL), a scheme approved 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: 0800 347 257

By email: [complaints@fscl.org.nz](mailto:complaints@fscl.org.nz)

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

By website: [www.fscl.org.nz](http://www.fscl.org.nz)

By fax: 04 472 3728

## FINANCIAL SERVICE PROVIDERS REGISTRATION

We are registered on the Financial Service Providers Register under the name Columbus Financial Services Limited with registration number FSP476926.

## CONSENT TO ELECTRONIC COMMUNICATIONS

We consent to receiving notices or other communications from you in electronic form.

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