

Q Mastercard®

My Account Terms and Conditions



MY ACCOUNT TERMS AND CONDITIONS

Independent Advice: Information provided on My Account 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.

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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 online self-service functionality currently called 'My Account' or as otherwise named, 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 the Service you agree to be bound by these terms and conditions.

3. Other terms and conditions

- 3.1 These terms and conditions apply in addition to any cardholder terms and conditions for the operation of your Account or for other products or services offered by Flexi Cards Limited.

- 3.2 In the event of any inconsistency between the interpretation of these terms and conditions and the cardholder terms and conditions, the latter will prevail.

4. Access rights

- 4.1 In order to register with us as a user of this Service you will need:
 - (a) Your Customer ID
 - (b) A temporary access code. You can get a temporary access code at any time:
 - through My Account; or
 - by calling us on 0800 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 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 My Account 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.