

## FLO2CASH PAYMENT TERMS AND CONDITIONS

### Definitions

Flo2Cash is a company which provides payment processing services and are authorized by the Merchant to undertake and administer direct debits on its behalf. Customer means the person or organization named as such on the Direct Debit Authority Form. Merchant means a person or business, or any entity mentioned in the Direct Debit Authority Form using the services of Flo2Cash.

### Direct Debit Authority

- (a) Customers who wish to make payments by direct debit must complete and sign the Direct Debit Authority Form and agree to be bound by its Terms and Conditions.
- (b) The Customer authorises Flo2Cash to make periodic debits from the Customer's nominated credit card and/or bank account for the amounts and at the frequency outlined in this Direct Debit Authority and as otherwise provided in these Terms and Conditions on behalf of the Merchant.

### Variations

- (a) The Customer authorises the Merchant to vary the amount, frequency and date of payments from time to time and authorises Flo2Cash to vary the payments upon instructions from the Merchant subject to the requirements for notice contained in the Direct Debit Authority.
- (b) The Customer must direct any request for a variation to the direct debit arrangement to the Merchant. Flo2Cash will NOT act upon instructions directly from a Customer.

### Liability of Flo2Cash

- (a) The Customer acknowledges that Flo2Cash is acting as a direct debit processing agent for the Merchant. Flo2Cash is NOT the provider of any goods and services to the customer (and therefore there is no tax invoices to the Customer) and Flo2Cash has no express or implied liability in relation to any goods or services provided by the Merchant. (b) Flo2Cash will not be responsible for any delay that may occur in the processing of a direct debit if:
  - (i) There is a public holiday on the day or on the day after a payment is due to be made by direct debit;
  - (ii) A payment is received either on a day which is not a business day or after the normal close of business on a business day;
  - (iii) Flo2Cash does not receive the Direct Debit Authority Form in sufficient time to process the direct debit. Or
  - (iv) The Direct Debit Authority is not duly completed.
- (c) Flo2Cash does not give any express or implied warranty that any direct debit service it provides will be continuous or fault free. Flo2Cash will not be liable for any failure or delay in any payment due to any cause beyond its reasonable control. In no circumstances will Flo2Cash be liable for any indirect or consequential loss or damage.

### Customers Responsibilities to Flo2Cash

- (a) The customer is responsible for notifying Flo2Cash of any changes in the nominated account.
- (b) The customer is responsible for informing Flo2Cash of changes to contact details.
- (c) The customer is responsible for ensuring that sufficient funds in the nominated account to meet any direct debit.
- (d) The customer will be liable and charged a fee for each failed direct debit and is in addition liable any and all fees or expenses charged by the customer's bank or financial institution.

(e) The customer authorises Flo2Cash, in conjunction with the Merchant, to re-debit their account as appropriate in an attempt to recover outstanding payments.

(f) The customer agrees that in there is repeated rejection of the debit, the full outstanding amount together with any rejection fees will become due and payable immediately and the customer will be liable and agrees to pay all expenses, costs and disbursement incurred in recovering the outstanding monies, including and any collection fees charged by our collection agency Credit Watch International Limited and or its Solicitors. The customer further agrees to pay all legal and court costs incurred by the Merchant or its agents in recovering any outstanding monies.

(g) If the Merchant authorises, the Customer may be liable to pay a transaction fee for each direct debit & set up fee.

(h) The Customer shall provide not less than seven days' notice in writing to the Merchant and Flo2Cash if the Customer wants to cancel this direct debit arrangement. Flo2Cash shall be entitled to direct debit any payments due for a period of seven days following receipt of such notice and shall thereafter cancel the direct debit arrangement.

The cancellation of any direct debit arrangement with Flo2Cash will not affect or terminate any contract or agreement or other obligation the Customer may have with the Merchant.

(i) Any dispute regarding any direct debit payment should be directed to the Merchant in the first instance.

### Customer Authorises the following:

- (a) Flo2Cash to verify the details of the nominated account with the Customer's bank or financial institution and make such enquiries regarding the Customer's credit worthiness as Flo2Cash shall think fit.
- (b) The Customer's bank or financial institution to release information to Flo2Cash to verify the details of the nominated account and authorises any other party to provide to Flo2Cash such information regarding the Customer's credit worthiness as Flo2Cash may deem fit and proper.
- (c) Flo2Cash to notify any debt collection/credit reporting agency of any default by the Customer with regard to any obligation under these Terms and Conditions.
- (d) Flo2Cash to retain personal information regarding the Customer for the purpose of this direct debit arrangement and authorises Flo2Cash and its related entities to use such personal information for the purposes of marketing products, services and special offers relating to the provision of direct debit services and other related financial products and services.

The Customer has the right under the Privacy Act 1993 to obtain access to and request correction of any personal information concerning the Customer held by Flo2Cash.

### General

- (a) Flo2Cash may vary these Terms and Conditions from time to time by posting any changes on Flo2Cash's website: [www.flocash.co.nz](http://www.flocash.co.nz). Any variations to these Terms and Conditions will be effective 14 days after posting on Flo2Cash's website.
- (b) Flo2Cash may terminate this Direct Debit arrangement and cease to provide its direct debit services to the Customer at any time by written notice.
- (c) Flo2Cash may communicate with the Customer by phone (automated phone messaging) or in writing. For the purposes of these Terms and Conditions writing shall include txt or SMS messaging, email or mail)

This service agreement is governed by the laws of New Zealand

## SPECIFIC CONDITIONS RELATING TO NOTICES AND DISPUTES

1. I may ask my bank to reverse a direct debit up to 120 calendar days after the debit if:

- (i) I don't receive a written notice of the amount and date of each direct debit from the initiator,
- (ii) I receive a written notice but the amount or the date of debiting is different from the amount or the date specified on the notice.

2. The initiator is required to give you a written notice of the amount and date of each direct debit no less than 2 business days before the date of the debit.

For a series of direct debits the initiator is required to give a written notice of the amount and date of each direct debit no less than 10 calendar days before the date of the first direct debit in the series, or before any change to the amount and date previously advised. The notice is to include the dates of the debits, and the amount of each direct debit.

3. If the bank dishonours a direct debit but the initiator sends the direct debit again within 5 business days of the dishonour, the initiator is not required to give you a second notice of the amount and date of the direct debit.

4. If the initiator proposes to change an amount or date of a direct debit specified in the notice, the initiator is required to give you notice:

- (i) no less than 30 calendar days before the change, or
- (ii) if the initiator's bank agrees, no less than 10 calendar days before the change.