

1. Finance Now Card Facility

1.1 Where we have provided you with a Finance Now Card Facility Agreement and Disclosure Statement, we have also agreed to provide you with a revolving credit facility (the "Finance Now Card Facility"), up to your Credit Limit, on the terms and conditions set out in these Terms and Conditions and in the Disclosure Statement.

1.2 Your Finance Now Card Facility allows you to make multiple drawdowns (up to your Credit Limit) without having to complete an application form each time.

1.3 You will not be able to drawdown funds from your Finance Now Card Facility until you have activated your Card (see clause 3 of these Terms and Conditions for information about your Card). We may decide to stop activation of issued cards from time to time at our discretion.

2. About Your Card

2.1 When you receive your Card it will be inactive (see clause 3 of these Terms and Conditions for how to activate your Card). Once your Card has been activated it will be linked to your Finance Now Card Facility. Further information about your Finance Now Card Facility (including interest rates and fees) is contained in the Disclosure Statement.

2.2 You will be able to drawdown advances under your Finance Now Card Facility by using your Card in EFTPOS Terminals and ATMs to purchase goods and services and withdraw cash.

2.3 You acknowledge that these Terms and Conditions shall apply as soon as you have activated your Card.

3. Activating Your Card

3.1 You will not be able to use your Card in any ATM or EFTPOS Terminal until you activate your Card.

3.2 We may decide to stop activation of issued cards from time to time at our discretion.

3.3 To activate your Card, go to www.financenow.co.nz/activate and enter your Card number. When you activate your Card, an authorisation code will be sent to the mobile phone number that we have in our records for you, and you can use that code to complete activation of your Card online.

3.4 Once you have activated your Card, subject to any restrictions advised to you by us, you will be able to use your Card in EFTPOS Terminals to purchase goods and services and in ATMs to withdraw cash.

4. Non-Activated Card

4.1 We may refuse, in our sole discretion, to activate your Card or provide you with a Finance Now Card Facility.

4.2 If we agree to activate your Card and provide you with a Finance Now Card Facility, we may provide you with an updated Disclosure Statement.

4.3 You must not use any non-activated Card in EFTPOS Terminals or ATMs.

5. Identification

5.1 You may be able to use your Card (whether activated or non-activated) as a form of identification at any of our approved retailers when you apply for a loan or other product from Finance Now.

5.2 Once the Card has expired (see the expiry date printed on the Card) you will not be able to use your Card as a form of identification for Finance Now products and/or services. Another form of identification may be required to verify your identity.

6. Instructions

6.1 Use of your Card in an EFTPOS Terminal or ATM constitutes an irrevocable instruction to us. You cannot stop payment of a transaction made using your Card. There are some limited circumstances under which a transaction can be reversed, for example, a transaction cannot be reversed where there is a dispute with a retailer about the quality of goods and services.

6.2 By using your Card in an ATM or EFTPOS Terminal to carry out a transaction you irrevocably request a drawdown under your Finance Now Card Facility of the amount of the transaction (plus any commissions or fees negotiated between us and the merchant or financial institution).

6.3 Where we receive a telephone or other instruction (including but not limited to instructions received through an EFTPOS Terminal, ATM or via email, fax or letter) regarding your Finance Now Card Facility and that instruction appears to our reasonable satisfaction to have been made in accordance with authorities held by us, you irrevocably authorise us to act on such instructions.

6.4 To the extent permitted by law, you indemnify us against all losses claims and expenses that we may incur by reason of acting on any instruction received from you, or which appears to have been received from you. We may, without further authority from you, debit all other claims and expenses to your Account whether or not the balance of your Account may exceed your Credit Limit as a result. Interest may be charged on such amounts.

7. Using Your Card

7.1 Subject to these Terms and Conditions, you may use your Card to purchase goods or services (up to your Credit Limit) by way of EFTPOS. You will be responsible for all transactions made with the use of your Card.

7.2 Subject to these Terms and Conditions and to the facilities enabling Finance Now to provide you with cash withdrawals being established, you may use your Card to withdraw cash from ATMs.

7.3 Different EFTPOS Terminals and ATMs have different maximum and minimum transaction limits. We may also set maximum and minimum transaction and daily limits for cash withdrawals and EFTPOS transactions. We will advise you of any maximum or minimum limits set by us.

7.4 We may decline any transaction using your Card which would cause your Finance Now Card Facility to exceed your Credit Limit.

7.5 Where you are, or have been, in arrears in repayment of any amount due under your Finance Now Card Facility for 10 days or more, we may decline any transaction using your Card until you cease to be in arrears and we have expressly approved further transactions.

7.6 Unless fraud or gross negligence occurs, you agree that an amount shown on an EFTPOS Receipt or ATM Receipt is conclusive evidence of the price of the goods or services, or the amount of your cash withdrawal, as the case may be, and is the amount of the advance made by us under your Finance Now Card Facility and debited to your Account (plus any commissions or fees negotiated between us and the merchant or financial institution that may be applicable).

7.7 We are not responsible for any decision by any merchant not to accept your Card or any decision by any merchant to refuse to supply you with goods or services using your Card or to impose limits or conditions on the use of your Card. You must resolve any disputes in this regard directly with the merchant.

7.8 We are not responsible for (including as to the ongoing provision of), and give no warranty for, any goods or services which you obtain from a merchant using your Card, except as required by law. You must resolve any complaints directly with the merchant.

7.9 Any refund to you by a merchant is a matter of agreement between you and the merchant only. We are not responsible for providing any refund except as required by law.

7.10 We are not responsible, and give no warranty, for any loss whether direct or indirect which you incur through using your Card in an EFTPOS Terminal or an ATM. In addition to these Terms and Conditions, the use of your Card in any EFTPOS Terminal or ATM is subject to the conditions imposed from time to time by merchants and, in the case of an ATM, the relevant financial institution responsible for that ATM. Access to any EFTPOS Terminal or ATM is at the relevant merchant's and/or the financial institution's sole discretion. They may make a charge for such access, which you authorise us to debit to your Account at our discretion.

7.11 We will send you statements in relation to your Finance Now Card Facility in accordance with the continuing disclosure obligations set out in the Disclosure Statement. These will be available online, or will be sent to you via email or to your last known address, unless there have been no transactions during the statement period and the total Closing Balance is nil or you have breached these Terms and Conditions and we have commenced enforcement proceedings. Your statement will show all amounts debited and credited to your Account during the statement period.

7.12 If you believe an EFTPOS Receipt, ATM Receipt or continuing disclosure statement is incorrect in any respect you must notify us immediately by calling our Customer Services Centre on 0800 FNL CARD (0800 365 2273). We will provide you with a transaction dispute form to complete, or you can submit the details of a disputed transaction on our website.

7.13 EFTPOS and ATM transactions will be debited to your Account on the day the transaction is made, or as soon as possible thereafter, subject to our right to vary the date of debiting due to circumstances beyond our control. When you use your Card in an EFTPOS Terminal or ATM, the transaction will be processed as soon as we receive notification of the electronic funds device you used.

8. Your Card

8.1 You should protect your Card as you may be liable for any unauthorised use of your Card. You must:

- (a) Sign your Card with your usual signature as soon as you receive it;
- (b) Keep it in a safe place;
- (c) Not give your Card to anyone else or let anyone else use your Card (including friends and family); and
- (d) Not disclose your PIN to anyone else (including friends, family, the police or our staff).

8.2 Once activated, your Card can be used until the expiry date shown on the Card unless we cancel it earlier in accordance with these Terms and Conditions or the Disclosure Statement. Unless you cancel your Card at least one month before expiry date, we may issue you with a new Card (we will not issue a replacement Card if your Credit Limit has been exceeded or your Finance Now Card Facility is in arrears). You must not use your Card in an EFTPOS Terminal or ATM if you have not activated it or if it has expired. You must destroy your Card (by cutting it in half across the magnetic strip) once it has expired.

8.3 Our parent, Southland Building Society, is the legal issuer of the Card, but these Terms and Conditions (and the Disclosure Statement) govern your use of the Card and your Finance Now Card Facility. Southland Building Society shall not be liable for any costs, losses or damages incurred or suffered by you relating to the use of your Card, and all dealings in relation to your Finance Now Card Facility and Card will be with Finance Now.

8.4 Your Card remains our property. It must not be copied or reproduced and may be recovered by us. You must return your Card or destroy it (by cutting it in half across the magnetic strip) if requested by us.

8.5 We may refuse to process any transaction initiated through your Card if:

- (a) We have not received all information and documents from you that we require;
- (b) Your purchase or cash withdrawal would result in your Finance Now Card Facility exceeding your Credit Limit;
- (c) You are in default under these Terms and Conditions or the Disclosure Statement;
- (d) Your Card has been reported lost or stolen or has been cancelled or has expired (and we have not issued you a new Card);
- (e) We become aware of a change in your credit position which, in our opinion, is adverse to our interests;
- (f) You change your address and/or contact details and do not immediately inform us of your new address and/or contact details; or
- (g) We believe in our sole discretion that it is necessary to protect our legitimate business interests.

8.6 The Credit Limit applicable to your Finance Now Card Facility is recorded in the Disclosure Statement. We may reduce it at any time at our discretion. We will notify you if we decrease your Credit Limit. You must keep the balance of your Finance Now Card Facility within the Credit Limit at all times. If you exceed your Credit Limit (including if we, in our sole discretion, allow a transaction that causes your Finance Now Card Facility to exceed your Credit Limit) you must repay the excess amount to us immediately.

8.7 If your Card is damaged or faulty you must return it to us (cut in half across the magnetic strip) with a description of the fault or how the damage occurred. We will issue you with a replacement Card. We may charge you a fee for a replacement Card.

9. PIN (Personal Identification Number)

9.1 When you activate your Card, a PIN will be automatically allocated to your Card. Any replacement Card will have its own PIN allocated. You will be advised of the PIN for your Card (and for any replacement Card) by post to the address stated in the Disclosure Statement for your Finance Now Card Facility.

9.2 You must take special care to protect your PIN. You must:

- (a) Destroy any correspondence that advises you of your PIN immediately;
- (b) Not write the PIN on your Card even if the PIN is disguised;
- (c) Not keep a record of your PIN (including electronically);
- (d) Not tell anyone your PIN including friends, family, our staff, the Police or a merchant;
- (e) Make sure that no one watches you enter your PIN at an EFTPOS Terminal or ATM; and
- (f) If you select your own PIN, not create a PIN that can be easily found out (e.g. sequential or related numbers) or uses your personal information (e.g. your date of birth).

9.3 Your PIN identifies you and allows you access to your Finance Now Card Facility. We will not take any further steps to verify that the person using your Card and your PIN is you, so anyone else using your Card and PIN will be allowed access to your Finance Now Card Facility whether or not you have given your permission.

9. Lost or Stolen Cards and Pins

9.1 If your Card is lost, stolen or you are aware that it has been used without your consent, or you are aware or consider that someone may have seen you enter your PIN or otherwise know your PIN, you must notify us immediately by calling our Customer Service Centre on 0800 FNL Card (0800 365 2273). You may be asked to also notify us in writing.

9.2 Once you have notified us that your Card has been lost or stolen, your PIN has been disclosed to someone else, or your Card has been used by an unauthorised person or you suspect that one of these events has occurred, you will not be liable for any unauthorised transactions carried out after that time unless you have acted fraudulently or negligently. You will only be liable to pay up to \$50.00 for any unauthorised transactions that have taken place before you notified us unless you have:

- (a) Unreasonably delayed notifying us;
- (b) Selected an unsuitable PIN;
- (c) Disclosed your PIN to anyone else, either deliberately or inadvertently, such as if you failed to take reasonable steps to prevent disclosure of your PIN when keying in your PIN;
- (d) Failed to reasonably safeguard your Card;
- (e) Allowed someone else to use your Card; or
- (f) Written your PIN on your card or kept a written record near or with your Card.

9.3 If any of the above apply, you will be liable for all transactions up until you notified us up to the maximum amount that you could have withdrawn from your Finance Now Card Facility during that time.

9.4 You must give us all information and help that we reasonably ask for:

- (a) to deal with misuse or unauthorised access to your Account; or
- (b) in relation to any transaction that we, the Police, or any other authority is investigating. We may pass on related information to other banks, the Police, or any other party involved in card payments in relation to any misuse of your Card or unauthorised transactions.

9.5 To the extent permitted by law, we will not be liable to you for any loss or claim that results directly or indirectly from any unauthorised use of your Card or PIN or failure of any machinery used or system involved in a transaction.

10. Payment

10.1 Your Disclosure Statement sets out the minimum amount you must pay each month, and your continuing disclosure statements will specify the date each payment must be made. If you wish, you may pay more than the amount due.

10.2 You may repay the Outstanding Monies or any part of the Outstanding Monies at any time.

10.3 If the balance of your Finance Now Card Facility exceeds your Credit Limit, you must immediately make a payment to bring the balance within your Credit Limit.

10.4 The fees and charges that you must pay are set out in the Disclosure Statement. You authorise us to debit those fees and charges to your Account. Any fees and charges debited to your Account will form part of the balance on which interest charges may be calculated.

10.5 We may change the amount of any fee or charge or change the method of calculation, frequency or time for payment, or impose a new fee or charge at any time. We will advise you of any change to the fees in relation to your Finance Now Card Facility before we make the change. We may notify you electronically (such as by email, including an email that has a link to our website or a new set of Terms and Conditions), or by post.

12. Termination

12.1 You can terminate your Finance Now Card Facility and cancel your Card at any time by advising us in writing and paying us all amounts you owe us including any amounts accrued or charged but not yet debited to your Account.

12.2 We may at any time without reason terminate your Finance Now Card Facility and cancel your Card and refuse to process any further transactions under these Terms and Conditions, whether or not you are in default.

12.3 Upon termination of your Finance Now Card Facility and cancellation of your Card whether by you or by us, you must destroy your Card by cutting it in half across the magnetic strip. All amounts you owe us including any amounts accrued or charged but not yet debited to your Account become immediately due and payable. You must not attempt to access or initiate any transaction using your Card.

12.4 You acknowledge that commissions may have been or may become payable by Finance Now to other persons including any supplier of goods or services purchased by you from the proceeds of any advance using your Card or under your Account.

GLOSSARY

In the Agreement:

“Account” means your account with Finance Now which is linked to your Finance Now Card Facility and shows all transactions (including drawdowns, payments, interest and fees) in relation to your Finance Now Card Facility.

“Act” means the Credit Contracts and Consumer Finance Act 2003.

“Agreement” means the relevant Disclosure Statement together with these Terms and Conditions.

“Amount Financed” has the meaning ascribed to that term in the relevant Disclosure Statement.

“ATM” means any automatic teller machine approved by Finance Now in which you can use your Card.

“ATM Receipt” means a receipt issued by an ATM detailing a cash withdrawal.

“Balance Payable” has the meaning ascribed to that term in the relevant Disclosure Statement.

“Borrower” or “you” means the borrower named in the relevant Disclosure Statement.

“Card” means an ATM/EFTPOS card, issued by SBS Bank, which is linked to your Finance Now Card Facility.

“Cardholder” means the holder of a Card (and includes any authorised additional cardholder).

“Closing Balance” means, in relation to your Account, the outstanding amount as shown in a continuing disclosure statement.

“Credit Limit” means, in relation to a Finance Now Card Facility, your credit limit as set out in the Disclosure Statement, as amended by Finance Now from time to time pursuant to these Terms and Conditions.

“Creditor”, “we” or “us” means Finance Now Limited or FNL.

“Disclosure Statement” means the Finance Now Card Facility Disclosure Statement.

“Early Termination Fee” has the meaning ascribed to that term in the relevant Disclosure Statement.

“EFTPOS” means electronic funds transfer at point of sale.

“EFTPOS Receipt” means a receipt issued from a merchant’s EFTPOS Terminal detailing a transaction.

“EFTPOS Terminal” means any electronic transaction terminal approved by Finance Now in which you can use your Card.

“Finance Now Card Facility” means the revolving credit facility provided to you by us as set out in the relevant Disclosure Statement and these Terms and Conditions.

“Outstanding Monies” means the monies owing under the Agreement from time to time, and all other monies, costs, charges, interest, expenses and fees, both accrued and contingent, now or at any time owing to us by you on any account whatsoever whether under the Agreement or any other agreement with us.

“Payment Schedule” means the schedule of payments in the Secured/Unsecured Loan Agreement Disclosure Statement.

“PIN” means the personal identification number allocated to you or selected by you for use with your Card.

“Terms and Conditions” means these terms and conditions.

“Unpaid Balance” means the amount outstanding under your Agreement as at the date of full prepayment including all accrued interest and charges to the date of payment (including the day of payment);

“Unsecured Loan Agreement” means any loan agreement other than a Secured Loan Agreement.

“Westpac” means Westpac New Zealand Limited.

“working day” has the meaning given to that term in the Act.