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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 organisation 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. 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

CONDITIONS OF THIS AUTHORITY TO ACCEPT DIRECT DEBITS

1. The Initiator:

- (a) Has agreed to give advance notice of the net amount of each Direct Debit and the due date of debiting at least ten calendar days (but not more than 2 calendar months) before the date when the Direct Debit will be initiated. This advance notice must be provided in writing including by electronic means and SMS where the Customer has provided prior written consent (including by electronic means including SMS) to communicate electronically.

The advance notice will include the following message:

"Unless advice to the contrary is received from you by (date*), the amount of \$..... will be directly debited to your account on (initiating date*)." *This date will be at least two (2) days prior to the initiating date to allow for amendment of Direct Debits.

This notice will be provided in writing (including by electronic means and SMS where the Customer has provided prior written consent (including by electronic means including SMS) to communicate electronically). If the bank dishonours a direct debit the initiator may send the direct debit again within 6 business days of the dishonour and is not required to give you a second notice of the amount and date of the direct debit.

- (b) May, upon the relationship which gave rise to this authority being terminated, give notice to the Bank that no further Direct Debits are to be initiated under the authority. Upon receipt of such notice the Bank may terminate this authority as to future payments by notice in writing to me/us.
- (c) May, upon receiving written notice (dated after the date of this authority) from a bank to which I/we have transferred my/our bank account, initiate Direct Debits in reliance of that written notice and this authority from the account identified in the written notice.
- (d) May, upon receiving notice amend the amount and/or the date and/or frequency of the direct debit.

2. The Customer may:

- (a) At any time, terminate this authority as to future payments by giving written notice of termination to the Bank and to the Initiator.
- (b) Stop payment of any Direct Debit to be initiated under this authority by the Initiator by giving written notice to the Bank prior to the Direct Debit being paid by the Bank.
- (c) Request the Bank to reverse any Direct Debits initiated by the Initiator under the authority by debiting the amount of the Direct Debits back to the Initiator through the Initiator's Bank where the Initiator cannot produce a copy of the authority and/or confirmation to me/us that I/we are reasonably satisfied demonstrate that I/we have authorised my/our bank to accept Direct Debits from the Initiator against my/our account PROVIDED the request is made not more than 9 months from the date when the first Direct Debit was debited to my/our account by the Initiator under the authority.

3. The Customer acknowledges that:

- (a) This authority will remain in full force and effect in respect of all Direct Debits passed to my/our account in good faith notwithstanding my/our death, bankruptcy or other revocation of this Instruction until actual notice of such event is received by the Bank.
- (b) In any event this authority is subject to any arrangement now or hereafter existing between me/us and the Bank in relation to my/our account.
- (c) Any dispute as to the correctness or validity of an amount debited to my/our account shall not be the concern of the Bank except in so far as the Direct Debit has not been paid in accordance with this authority. Any other dispute lies between me/us and the Initiator.
- (d) Where the Bank has used reasonable care and skill in acting in accordance with this authority, the Bank accepts no responsibility or liability in respect of: the accuracy of information about Direct Debits on Bank statements; and any variations between notices given by the Initiator and the amounts of Direct Debits.
- (e) The Bank is not responsible for, or under any liability in respect of the Initiator's failure to give notice in accordance with clause 1(a), nor for the non-receipt or late receipt of notice by me/us for any reason whatsoever. In any such situation the dispute lies between me/us and the Initiator.

4. The Bank may:

- (a) In its absolute discretion conclusively determine the order of priority of payment by it of any monies pursuant to this or any other authority, cheque or draft properly signed by me/us and given to or drawn on the Bank.
- (b) At any time terminate this authority as to future payments by notice in writing to me/us.
- (c) Charge its current fees for this service in force from time to time.