



BNZ Business First™, Purchasing and ePurchasing Visa Cards Terms and Conditions

16 June 2023

Conditions of Use for BNZ Business First™, Purchasing and ePurchasing Visa Cards

1. Scope

1.1 Definitions

For the purposes of these Conditions of Use, unless the context requires otherwise:

- (a) a **Balance Transfer** occurs when the Bank agrees that the Employer or cardholder can transfer the outstanding debit balance of a credit card that is issued by another bank or financial institution that is approved by the Bank to a Credit Card Account. If the Bank does not agree or approve the bank or financial institution, the transfer is a Cash Advance;
- (b) **Bank** means Bank of New Zealand;
- (c) **Biometric Identification** means identity verification using a person's unique biological traits, such as voice identification, fingerprint identification or facial recognition;
- (d) **Card** means a Visa card issued by the Bank pursuant to these Conditions of Use and includes a BNZ Business First™ card, a BNZ Purchasing card and a BNZ ePurchasing card;
- (e) **Card Details** means the details of a Card and its associated Visa account;
- (f) **Cash Advance** means a cash withdrawal or transfer made using a Credit Card Account and includes transfers to other BNZ credit card accounts and credit card accounts with another bank or financial institution (excluding Balance Transfers), ATM, electronic and over the counter cash withdrawals or transfers, purchases of currency, and certain payments using BNZ Phone and Internet Banking Services from your Credit Card Account;
- (g) **Conditions of Use** means these conditions of use;
- (h) **Contactless Purchase** means a method of making purchases by holding the Card (which is capable of making a contactless purchase) in front of a Contactless Reader and without having to insert or swipe the Card;
- (i) **Contactless Reader** means an electronic point of sale device at a merchant which can be used to make a Contactless Purchase;
- (j) **Credit Card Account** means the BNZ credit card account that is accessed using a Card;
- (k) **EFTPOS** means Electronic Funds Transfer at Point of Sale whereby funds are debited from your nominated Card account at the point of sale to pay for goods or services or where funds are withdrawn at your request. For a Contactless Purchase, funds will be debited from your Credit Card Account;
- (l) **Employer** means the 'Customer' or 'Employer' specified on the application for the relevant Visa account;
- (m) **ePurchasing Card** means a non-physical card as described at *clause 2.2*;
- (n) **Passcode** means, in relation to your device or instrument that can be used to make transactions, your confidential passcode for that device or instrument;
- (o) **Transaction Value** means the value of the transaction for a Contactless Purchase set by us as the maximum amount, in New Zealand dollars, over which we require you to enter a PIN or sign a sales voucher when using your Card for Contactless Purchases. You can find the transaction value (as well as the dates on which the transaction value is changed) on our website at bnz.co.nz/makingcontactlesspayments, or by asking at any of our branches or Partners Centres.

1.2 Contract

These Conditions of Use are a contract between the Employer and the Bank. They apply to the issue and use of any of the Bank's Cards.

1.3 Card name

Each Card is issued in the name of the Employer and the person for whose use a Card is issued by the Bank (the cardholder).

1.4 Separate accounts

The Bank will maintain a separate Visa account for each Card and will charge or credit to that account the amounts of all transactions, payments, interest, fees and charges on the account.

1.5 Overriding laws

The operation of Visa accounts using Cards and these Conditions of Use may be affected by overriding laws of general application.

1.6 Consumer laws not applicable

Because the Employer is acquiring, or holding itself out as acquiring, Cards for the purposes of a business then the Consumer Guarantees Act 1993 will not apply to the Cards or the Visa accounts relating to Cards.

Further, the Employer acknowledges and agrees that the credit provided by this facility is to be used wholly for business or investment purposes (or for both) and is a 'commercial credit payment product' for the purposes of the Retail Payment System Act 2022.

1.7 Compliance with laws

Neither the Employer or cardholder will break any law (or cause or permit anyone else to do so) when using a Card or Visa account.

1.8 Employer responsible for Cards

The Employer shall be responsible, without limitation, for:

- (a) the use of each Card and each Visa account; and
- (b) payment to the Bank of all amounts properly debited to each Visa account,

notwithstanding that the credit limit(s) may be exceeded or that any such debits may have arisen as a result of actions of the cardholder without the authority of the Employer or that the Card has been used by the Employer or cardholder in breach of any other conditions contained in these Conditions of Use.

2. Cards and their use

2.1 Receiving and signing physical cards

Cards, which are issued as physical Cards, will be delivered by the Bank to the Employer who will be responsible for ensuring that each Card is signed by the cardholder immediately upon receipt. A Card must not be used before being signed by the cardholder, before or after the period for which it is stated to be valid or after notification of the cancellation of the Card. The Employer must ensure that no Card is sent overseas unless it is in a secure manner.

2.2 Provision of ePurchasing Cards

ePurchasing Cards are not physical Cards. The Card Details of an ePurchasing Card will be provided by the Bank to the Employer who will be responsible for providing those details to the merchant. ePurchasing Cards may be single use or multiple use.

2.3 Card and PIN security

The Employer must not allow anyone other than an authorised cardholder to use a Card, a Card number or PIN. The Employer must ensure that cardholders retrieve their Cards after using them. The Employer must immediately notify the Bank by calling the appropriate telephone number shown at *clause 14.1*, if:

- (a) a Card is lost or stolen, or its Card Details are compromised; or
- (b) the PIN for a Card may have been disclosed or someone other than an authorised cardholder may have used a Card; or
- (c) a Card is retained by an ATM, by reporting it as a lost Card.

2.4 Lost, stolen, damaged or faulty Cards

There is no fee if your Card is replaced because it is faulty, damaged, lost or stolen, or its Card Details are compromised, but if you choose to have the replacement Card couriered to you, a courier charge may apply.

2.5 Cards lost or stolen overseas

If a Card is lost or stolen overseas, the Employer may also, in addition to the notification required under *clause 2.3*, advise any Visa Member, or Visa International Emergency Assistance by calling collect on +1 303 967 1090.

2.6 Expired Cards (not applicable to ePurchasing Cards)

When a physical Card expires, the Bank will issue a new Card as long as the Employer is not in breach of these Conditions of Use and all Visa accounts are otherwise in order.

2.7 Ownership of Cards

Cards and Card numbers are the Bank's property. They may not be copied or reproduced and may be retained by the Bank. The Employer must return or destroy any Card when the Bank asks, if the relevant Card account is closed or if the Employer ceases to be a BNZ customer. In certain circumstances, a merchant may also be required to retain a Card and the Employer agrees to deliver the Card in such circumstances on request.

2.8 Agreement to pay for transactions

The Employer must pay the Bank the full amount payable in respect of all transactions (including Cash Advances) on Visa accounts. Once a transaction using a Card is completed, it cannot be stopped. If the Employer thinks a mistake has been made, refer to *clause 11*. In certain circumstances, if the Employer does not receive goods or services ordered using a Card, or by reference to a card number, then the Employer may be able to obtain a credit for the transaction. If the Employer thinks this has happened, the Employer should contact the Bank. When the Employer wishes to stop a payment other than a transaction that has already been completed, the Employer must notify the Bank and the Bank will advise the Employer of any further requirements.

2.9 PIN selection (not applicable to ePurchasing Cards)

2.9.1 Contactless Purchases

Your Card has the technology to make a Contactless Purchase. You will need to use your existing PIN, obtain a PIN, or contact us, to activate your Card.

Authorising transactions in person: You will need to enter your PIN or sign a sales voucher at the point of sale, ATM, or counter to authorise a transaction, unless you have chosen to make a Contactless Purchase. For over the counter transactions with a teller, a PIN and/or signature will be required.

Contactless Purchases: Cards (including any device or instrument to the extent we allow you to use it to make a Contactless Purchase) can be used to make Contactless Purchases (if the retailer accepts Contactless Purchases). For Contactless Purchases where you have used a device or instrument to make that purchase, you may need to enter your Passcode or use your Biometric Identification to authorise the transaction.

For Contactless Purchases over the Transaction Value in New Zealand:

- (a) you will need to enter your PIN or sign a sales voucher; or
- (b) where you have used a device or instrument to make that purchase, you may have the option to enter your Passcode or use your Biometric Identification to authorise the transaction.

This limit may be different in other countries, and when you use your Card to make a Contactless Purchase, the amount will be debited from your Credit Card Account.

2.9.2 To obtain a PIN, the cardholder must visit any of the Bank's branches to choose a PIN. The cardholder will need to take some form of suitable identification such as a New Zealand driver licence, passport or other photo identification. See our website bnz.co.nz/idrequirements for our identification requirements. The PIN selected must be one designed to avoid the chance of anybody guessing the numbers the cardholder chooses. The Employer must encourage the cardholder to consider selecting a different PIN from those the cardholder selected for other cards and equipment used by the cardholder. The Employer must ensure the cardholder does not select unsuitable PINs such as:

- (a) birth dates, months and years;
- (b) sequential numbers (such as 3456) or easily identifiable number combinations (such as 1111);
- (c) any of the blocks of numbers on a Card; or
- (d) other easily accessible personal figures such as parts of telephone numbers, driver licence numbers, licence plate numbers, passport numbers or personal data.

PIN changes may be made at any of our branches.

2.9.3 In addition to the procedure set out in *clause 2.9.2*, the Employer may obtain a PIN for the Card at the Bank's branches. The Employer must not select unsuitable PINs as set out in *clause 2.9.2*.

2.10 Means of protecting a PIN (not applicable to ePurchasing Cards)

The Employer is responsible for keeping PINs for Cards secure. In particular, the Employer must:

- (a) not keep a written record of any PIN;
- (b) not allow another person to see your PIN when you enter it or it is displayed;
- (c) not keep any PIN in a form that can be readily identified as a PIN;
- (d) not disclose a PIN to any other person (including persons in apparent authority);
- (e) not negligently or recklessly disclose a PIN;
- (f) notify the Bank immediately if the Employer becomes aware that a PIN has become known to someone else; and
- (g) ensure all cardholders keep their PIN secure as set out above.

2.11 ATM transaction limits (not applicable to ePurchasing Cards)

In New Zealand, limits on the amount of cash that can be withdrawn in any calendar day will vary according to the ATM, up to a maximum of \$2,000. Higher limits do exist on withdrawals made while overseas. These transaction limits shall not affect the Employer's obligation to pay immediately any amount debited to a Card account in excess of applicable credit limit(s). Daily limits will apply regardless of whether the relevant Visa account has a debit or credit balance.

2.12 Mail, telephone and remote transactions

Cards may be used to make mail, telephone or remote purchases for goods and services. By doing this, the Employer is giving authority to the merchant to debit the purchase amount to the relevant Visa account. The Employer must still pay the amount of the transaction although a cardholder may not have signed a sales voucher. There are risks involved in providing Card Details and authorising transactions before the Employer receives the goods or services. Before doing so, the Employer should consider the security and standing of the relevant merchant. The Employer must ensure that no cardholder, under any circumstances, attempts to make a mail, telephone or remote purchase for goods or services if the cardholder's Card has been cancelled, lost or stolen or the Employer has requested the Bank to close the relevant Visa account.

Where the Card is an ePurchasing Card, the Employer acknowledges and agrees that this *clause 2.12* will apply to all transactions made under that ePurchasing Card.

2.13 Credit limits

The overall credit limit is the maximum amount that, provided the Employer makes the total minimum payments due (as specified in the statements for all Cards) by the last date for payment specified in those statements, the Employer may allow to remain outstanding on all Visa accounts. The Bank may also impose an individual credit limit for any particular Card, being the maximum amount that the Employer may allow to remain outstanding on the Visa account for that Card. The credit limit of an ePurchasing Card will be the limit requested by the Employer for that Card. In the case of multiple use ePurchasing Cards, the credit limit can be increased multiple times with the limit reverting to zero after each use. The Bank may change any credit limit and will advise the Employer if it does so. In particular, the Bank may decrease any credit limit if it considers that any Card account is not being operated to the Bank's requirements. If any credit limit is exceeded, the Employer must pay the excess amount to the Bank immediately.

2.14 Changing credit limits

The Employer may apply to the Bank to increase any credit limit, or to decrease any credit limit.

2.15 Employer responsible for credit limits

The Employer shall instruct each cardholder not to use the cardholder's Card if the outstanding balance of the cardholder's Visa account will thereby exceed the credit limit applicable to the relevant account or to all Visa accounts.

2.16 Transaction limits at selected merchants

- (a) The Bank may at any time impose a permanent or temporary limit on the number, types and/or amounts of transactions the Bank authorises on a Visa account at selected merchants as determined by the Bank from time to time. These limitations will apply regardless of whether the Visa account has a debit or credit balance.
- (b) The Employer may instruct the Bank to impose transaction limits in respect of a merchant for a Purchasing Card or a Business First™ Visa Card.

2.17 Cash Advances (not applicable to ePurchasing Cards)

A cardholder may get a Cash Advance in New Zealand or overseas by using a Card and PIN at any ATM displaying the Visa logo. Alternatively, the cardholder may present a Card at any of the Bank's branches or to any Visa member bank that displays the Visa logo. The Visa member may set a minimum or maximum on the amount for a Cash Advance. A Cash Advance incurs interest from the day it is made until it has been paid in full. A cash advance fee will be charged if the withdrawal is made in New Zealand. Any credit balance in a Visa account will be immediately applied by the Bank to payment of the associated cash advance fee and the Cash Advance, respectively. The cash advance fee does not apply to overseas withdrawals, but a foreign currency service fee may be charged. Overseas financial institutions, retailers or ATM operators may also charge fees.

2.18 Foreign currency transactions

A cardholder can use a Card to make purchases, obtain Cash Advances and receive funds in foreign currencies. All foreign currency transactions (which include all transactions debited or credited to a Visa account in a currency other than New Zealand dollars) will either first be converted into US dollars and then into New Zealand dollars or converted directly from the currency in which the foreign currency transaction was made into New Zealand dollars, at the exchange rate selected by Visa from within a range of wholesale exchange rates available or, if applicable, the government mandated rate. In either case, the exchange rate will be selected on the date that Visa processes the foreign currency transaction (and not necessarily the date the cardholder enters into the foreign currency transaction).

Subject to the next paragraph, the Bank charges a foreign currency service fee for every foreign currency transaction (which includes all transactions debited or credited to a Visa account in a currency other than New Zealand dollars). The foreign currency service fee is calculated as a percentage of the New Zealand dollar value of every foreign currency transaction.

There are some foreign currency transactions on which the Bank does not charge a foreign currency service fee. The Bank does not charge a foreign currency service fee on purchase reversals, purchase refunds, ATM reversals and chargebacks. For those transactions (not including purchase refunds), we credit a foreign currency service fee that is calculated as a percentage of the New Zealand dollar value of the reversal or chargeback. Due to exchange rate fluctuations:

- the amount of the foreign currency service fee credited may be different to the amount of the foreign currency service fee charged on the original purchase/withdrawal amount; and
- the reversal or chargeback amount may be different to the original purchase/withdrawal amount.

The converted amount of the foreign currency transaction and the foreign currency service fee (where applicable) are aggregated in the New Zealand dollar amount shown on the Employer's statement for each foreign currency transaction. The rate of exchange shown on the statement is the exchange rate applied as outlined above adjusted by the Bank to include the Bank's foreign currency service fee.

The Bank is not responsible for any loss or damage the Employer or cardholders may suffer if, because of occurrences beyond the Bank's control, cardholders cannot use Cards overseas. This could include ATM or communications line failure. The foreign currency service fee is subject to change. The fees and charges that apply to each specific type of Card can be found on the Bank's website at bnz.co.nz/businesscards. The Bank may change these fees and charges from time to time. The Bank can also add new fees and charges from time to time, and will tell the Employer about these changes at least 14 days before the change takes effect by either writing directly to the Employer, or displaying in branches, advertising in major daily newspapers, or posting on the Bank's website.

2.19 Dynamic currency conversion

Some overseas merchants may have the ability to provide a cardholder with dynamic currency conversion. Dynamic currency conversion gives the cardholder the option of paying for goods or services sold by an overseas merchant in New Zealand dollars at the point of sale, rather than in the currency of the country in which the merchant is domiciled. It is provided to the cardholder by the merchant as an optional service and any applicable merchant terms and conditions and/or international card scheme rules relating to dynamic currency conversion apply, which will, amongst other matters, require the merchant to give the cardholder the option of either using dynamic currency conversion or paying in the currency of the country in which the merchant is domiciled.

If the cardholder decides to purchase goods or services using dynamic currency conversion at an overseas merchant and pays for goods or services in New Zealand dollars, the rate of exchange and any fee for the dynamic currency conversion service is charged by the merchant and payable by the cardholder at the point of sale. The Bank does not charge a foreign currency service fee if the conversion currency at the point of sale for a purchase is New Zealand dollars. However, if the conversion currency is not New Zealand dollars, the Bank will charge a foreign currency service fee in accordance with the Bank's Business and Agribusiness Account and service fees brochure which is available at bnz.co.nz/businesscards in addition to the fee the merchant charges.

3. Card accounts

3.1 Statements

- Once during each month, the Bank will provide to the Employer an individual statement in respect of each Visa account and a statement summarising all Visa accounts.
- The Employer may elect to receive any statement(s) provided under *clause 3.1(a)*, electronically.

3.2 Partnership accounts

This clause shall apply if the Employer is a partnership (in which case each partner is a joint account owner of each Visa account).

- Joint account operation and liability:** Any one account owner of a joint Visa account can operate and instruct the Bank to act in respect of the joint Visa account separately. This means that, without limitation, any one Visa account owner can undertake transactions within the credit limit(s) relating to the account or apply to change,

or agree to/decline a change in, the credit limit(s) of the account in accordance with these Conditions of Use. The Bank will give notice in relation to the Visa account to the address according to the Bank's records and such notice is deemed to be sufficient notice to all account owners. Unless otherwise agreed in writing by the Bank, each account owner of a joint Visa account is liable both individually, and all of them jointly, in respect of any amount owing to the Bank on that account. Accordingly, any one or more of the account owners may be required to pay part or all of the money that is owed in respect of a joint Visa account.

- (b) **Disputes:** If a dispute occurs between account owners of a joint Visa account, the Bank must be advised immediately and the account owners should seek independent legal advice. In the event of a dissolution of the partnership, the joint Visa account will be suspended but the joint and individual liability for all outstanding debt will remain until repayment of the whole of that debt is received by the Bank.
- (c) **Deposits:** If the Bank receives a deposit (whether by draft, bill of exchange or other instrument or payment authority) in favour of any account owner of a joint Visa account, the Bank may credit it to the joint Visa account, unless instructed in writing to pay it into a separate account in that account owner's name.
- (d) **Death of joint account owner:** If any account owner of a joint Visa account dies, the remaining account owner(s) automatically become the owner(s) of any credit balance in the Visa account and have full authority to operate the account. The Bank will incur no liability for paying or delivering any such credit balance to the surviving account owner(s). Any liability an account owner of a joint Visa account may have to the Bank will not be extinguished by the death of that account owner. The Bank may change the credit limit(s) following the death of any account owners of a joint Visa account. The Bank may also suspend or close the Visa account or change the credit limit(s).
- (e) **Suspension or closure of joint account:** The Bank may suspend the operation of, or close, a joint Visa account without prior notice, and require the Card for the account to be destroyed, if:
 - (i) there is any dispute between any of the joint account owners and it has not been resolved to the Bank's satisfaction;
 - (ii) one joint account owner attempts to withdraw, or notifies the owner's intention to withdraw, from the joint Visa account;
 - (iii) the Bank learns that any joint account owner has committed an act of bankruptcy or been declared bankrupt or that a petition has been presented to declare any joint account owner bankrupt; or
 - (iv) any joint account owner purports to assign or dispose of the owner's interest in the joint account.
- (f) **Consequences of suspension or closure:** If the Bank suspends the operation of, or closes, a joint Visa account, then, without limiting the Bank's rights under these Conditions of Use or otherwise:
 - (i) each joint account owner will continue to be jointly and individually liable for any outstanding debt; and
 - (ii) the Bank will not be liable to any joint account owner for any consequences of the suspension or closure of the joint account; and
 - (iii) the Bank will not be liable to any joint account owner if the Bank does not suspend or close a joint account when the Bank could have done so.
- (g) **Closure of joint accounts by owners:** A joint Visa account may be closed by any one of the joint owners instructing the Bank. In such a case, the Bank will not be liable to the other joint account owner(s) for any consequences arising from the closure. If any joint account owner requests removal of that owner's name from that joint account, the Bank will treat that as a request to close that account and the Bank will cancel the Card and require that it be destroyed. However, the joint and individual liability for all outstanding debt will remain until repayment of the whole of that debt is received by the Bank.

4. Card account operation

4.1 Verification of identity

The Bank may from time to time require proof, to the Bank's satisfaction, of the identity of the Employer and any cardholder.

4.2 Instructing the Bank

The Bank may in its discretion and subject to conditions allow the Employer and cardholders to give instructions in respect of Cards and Visa accounts relating to Cards by telephone, email and text by using a Card or computer or by any other written, electronically communicated or verbal method acceptable to the Bank. The Bank may require the Employer to provide a written indemnity before making any such method available to the Employer or cardholders. Except as otherwise required by law, the Bank may give effect to operations on a Visa account that are authorised by the Employer or a cardholder prior to the Employer's or cardholder's death.

4.3 Available transactions

A Visa account may be operated by deposits, withdrawals, transfers, direct credits, direct debits, automatic payments or any other type of payment authority acceptable to the Bank.

4.4 Authority

The Employer authorises the Bank to act in accordance with the Employer's and cardholders' instructions relating to Cards and Visa accounts. The Employer acknowledges and accepts that the Bank may use its discretion to decline to carry out such instructions where the Bank considers it has good reason to do so (such discretion not to be used unreasonably). In particular, the Bank will not be obliged to act in accordance with the Employer's or any cardholder's instructions where to do so would result in any credit limit being exceeded.

4.5 Changes to account number

If the number of any account the Employer has with the Bank changes, or the Employer changes from one type of account with the Bank to another, the Bank may redirect to the Employer's new account transactions that would have been credited or debited to the Employer's old account, unless the Employer specifies otherwise. The Bank will not, however, be liable to the Employer if the Bank does not redirect any transactions when the Bank could have under this clause.

4.6 Set off and combination

The Employer authorises the Bank at any time and without notice, to combine any credit balance on one of the Employer's BNZ accounts (including a Visa account) with the balance of another of the Employer's BNZ accounts (including a Visa account), so as to treat them as a single balance, and there will be no implied agreement to the contrary. If the Employer owes any money to the Bank which is due but unpaid, whether it is owed alone or with others, the Employer authorises the Bank, without prior notice, to apply any credit balance on any of the Employer's BNZ accounts (including a Visa account), or any other amount the Bank owes to the Employer, towards that unpaid amount. For this purpose, the Employer authorises the Bank to transfer funds from one BNZ account to another (including any joint account which the Employer can operate individually), to use funds in one currency to buy another currency and to break any term deposit. The Bank may do this without prior notice and in the order, and as often, as the Bank determines.

4.7 Recording instructions

The Employer authorises the Bank to record any telephone calls between the Employer/cardholder(s) and the Bank and to retain such recordings.

4.8 Ownership of credit balances

Unless the Employer instructs the Bank otherwise in writing, the Employer acknowledges that the Employer is solely entitled to any credit balance on any Visa account relating to a Card, that it belongs to the Employer and does not belong to any other person and that no other person has any legal or beneficial interest in it.

4.9 Use and return of forms

Forms encoded by the Bank with a Visa account number or the number embossed on a Card must not be used to access or operate any other BNZ account. Where the Employer would be entitled to the return of any form, the Bank may at its discretion provide the Employer with a copy instead of the actual form.

4.10 Transaction priority

The Bank may determine the order of priority of Visa account transactions.

4.11 Liens

If the Bank holds any property, items or documents for the Employer for any purpose the Bank may, at its discretion, exercise a lien over the property, item or document as security for any amount the Employer owes the Bank (whether alone or with any other persons) under a Visa account.

4.12 Rights to the accounts

The Employer may not assign, mortgage, charge or declare a trust of any rights to a Visa account, including any credit balances, except with the Bank's prior written consent.

5. Fees

5.1 Fees payable

We'll charge fees and charges on your Card. Current fees and charges can be found in the Bank's Business and Agribusiness Account and service fees brochure which is available at bnz.co.nz/businesscards. These fees and charges may be changed from time to time by the Bank. Prior notice is not required for interest rate changes and other variations that are subject to market fluctuations but otherwise the Bank will keep the Employer advised of fees and charges in the same manner described in *clause 13.6*.

5.2 Agreement to pay

The Employer agrees to pay the above and any other fees and charges determined by the Bank for services provided in connection with this facility or imposed by government regulation, and further agrees that such fees, charges and recovery costs will be debited to any account of the Employer.

6. Interest charges

6.1 Interest charges

Interest will be charged on Visa accounts in the circumstances set out in this *clause 6*.

6.2 Method of calculating interest

Interest during a statement period is calculated by multiplying the relevant daily interest rate by the total of all unpaid transactions, fees and charges that accrue interest at that interest rate at the end of each day. The relevant daily interest rate is calculated by dividing the applicable interest rate by 365 (366 in a leap year).

6.3 Interest on Cash Advances and Balance Transfers

Interest free periods do not apply to Cash Advances and Balance Transfer amounts. Interest will accrue on any Cash Advance (including any applicable cash advance fee or foreign currency service fee) or a Balance Transfer (as the case may be) from the date the Cash Advance or Balance Transfer is made until the Cash Advance or Balance Transfer (including any applicable cash advance fee or foreign currency service fee) is repaid in full to the Bank. Interest will accrue on the interest charge debited from a Visa account in relation to a Cash Advance or Balance Transfer (as the case may be) from the date the interest charge is debited until it is paid in full.

Purchases of travellers cheques and/or currency are Cash Advances.

6.4 Interest on transactions other than Cash Advances or Balance Transfers – Visa accounts with an interest free period

If the Visa account has an interest free period, *clauses 6.4(a)* and *6.4(b)* will apply to all transactions and outstanding debit balances (other than Cash Advances, Balance Transfers and related fees and interest, which always accrue interest as set out in *clause 6.3*).

- (a) **Full amount of current balance:** If the Employer always pays the full amount of the ‘current balance’ shown on a statement by the last date for payment, interest will not accrue on the ‘current balance’.
- (b) **Less than current balance:** If the Employer pays less than the full amount of the ‘current balance’ shown on a statement by the last date for payment, the interest free period will no longer apply to the ‘current balance’ and any new transactions made until the closing date of the next statement period. Interest will accrue at the applicable purchase interest rate in the following two ways, taking into account any payments made to a Visa account:
 - (i) On the entire current balance:
 - from: the date that each particular transaction or fee making up the ‘current balance’ was made or debited;
 - until: the closing date of that next statement period; and
 - (ii) On transactions or fees made or debited on the next statement:
 - from: the date that transaction or fee was made or debited;
 - until: the closing date of that next statement period.

6.5 Interest on transactions other than Cash Advances or Balance Transfers – Visa accounts with no interest free period

If the Visa account has no interest free period, interest will accrue on all transactions and outstanding debit balances (other than Cash Advances, Balance Transfers and related fees and interest, which always accrue interest as set out in *clause 6.3*) as set out in this clause. That is, interest will accrue (at the applicable purchase interest rate) in the following two ways:

- (a) On any transactions:
 - from: the date the transaction is made;
 - until: it is repaid to the Bank in full; and
- (b) On any fee or interest charge:
 - from: the date the fee or interest charge is debited;
 - until: it is repaid to the Bank in full.

6.6 Notification of rates

The current annual debit interest rates, and any interest rate structures, specials or promotions (if applicable) are shown on each statement. The Bank sets these interest rates and the Bank may change them at any time. If the Bank does so, the Bank will tell the Employer about those changes at least 14 days before the change becomes effective. The Bank will tell the Employer about changes to these Conditions of Use in one or more of the following ways, by:

- (a) writing to the Employer’s last known address;
- (b) display in branches and Partners Centres;
- (c) notice in the media (including public notices); or
- (d) display on the Bank’s website, bnz.co.nz

The new rates and other changes will then be disclosed on the statement recording the next transaction to which the new rate applies.

6.7 Employer to pay interest

The Employer agrees to pay interest at the rates, and in accordance with the interest rate structures (including any specials or promotions) set out on the Employer's statement or otherwise advised to the Employer.

7. Payments

7.1 Minimum payment due

The total minimum payment due on a Visa account is recorded on the Employer's statement and is the minimum amount the Employer must pay the Bank by the last date for payment specified on the statement. The Employer may elect to pay more than the total minimum payment due if it wishes.

7.2 Deposit reversal

A Credit Card Account balance may be altered by reversal of any non-cash payment included in a deposit.

7.3 When payment received

For the purposes of calculating interest, the Employer's payment will be credited to the relevant Visa account as at the date the Bank receives it. Standard processing times mean that a payment may not appear on the Bank's records in time for it to be taken into account when deciding whether to approve a transaction. Generally, the Employer's payment must be received by the Bank two business days prior to the Employer's statement closing date if it is to appear on the Employer's current statement.

7.4 Allocation of payments

The Bank is not required to act on, or check if the Bank is complying with, an instruction to apply a payment for a specific purpose or subject to any condition. The Bank will not be responsible for applying a payment in a way that differs from any instruction. The Bank will determine how payments to a Visa account are applied. We generally (but are not required to) apply payments in the following order:

- (a) To the 'current balance' shown on the statement, in descending order of amounts attracting the highest interest rate to those attracting the lowest interest rate. We will apply payments to those amounts in the order of:
 - (i) fees;
 - (ii) interest;
 - (iii) transactions.
- (b) Where the 'current balance' has been repaid, the Bank will apply payments to any fees, interest and transactions debited since the last statement, in the same manner as above.

Notwithstanding the above, if the Employer has made a payment that creates a credit balance in the relevant Visa account, that credit will be applied to any future transactions in the order that those fees, interest and transactions are processed.

8. The Employer's liability

8.1 Employer's obligations: The Employer agrees

- (a) to ensure no transaction is conducted on a Visa account beyond the applicable credit limit(s);
- (b) to immediately pay any amount that exceeds the applicable credit limit(s) applying to a Visa account;
- (c) to pay at least the minimum required payment by the due date;
- (d) to advise the Bank of any change to the Employer's contact details;
- (e) to notify the Bank immediately if any Card has been lost or stolen or any PIN has or may have become known to someone else;

- (f) to notify the Bank as soon as the Employer becomes aware of any actual or suspected breach of these Conditions of Use, whether by the Employer or any cardholder;
- (g) to ensure that each merchant complies with the agreed procedure for use of an ePurchasing Card between the Employer and merchant;
- (h) to immediately destroy any Card if requested (the Card (including any chip on the Card) should be cut in half);
- (i) to pay in the manner and at the times requested by the Bank all the amounts owing in relation to Visa accounts; and
- (j) to advise the Employer's bank and any other party to cancel any authorities (e.g. automatic payments, direct debits) authorising payments to or transactions from the Bank once the Employer's Visa account has been closed.

8.2 Non-payment: If the Employer does not pay any amount owing in relation to a Visa account

- (a) the Employer must pay, on demand, any legal fees (on a solicitor/client basis) or other costs which the Bank may reasonably incur in recovering or attempting to recover any amounts properly payable by the Employer to the Bank and the Bank will debit such reasonable legal fees and other costs to any Visa account;
- (b) the Bank has the right to debit any other account the Employer may have with the Bank for any money overdue for payment by the Employer to the Bank in respect of a Visa account.

8.3 Liability when Card is lost or stolen

Once the Employer has notified the Bank that a Card has been lost or stolen, or a PIN may have been disclosed to someone else, the Employer will not be liable after that time for any transactions using the Card by anyone other than a cardholder. The Employer will not be liable for any loss before notifying us unless the Employer or a cardholder has:

- (a) unreasonably delayed notifying the Bank;
- (b) selected an unsuitable PIN such as the examples referred to in *clause 2.9.2* of these Conditions of Use;
- (c) written a PIN on a Card or kept a written record of a PIN with or near a Card;
- (d) kept a PIN in a form that can readily be identified as a PIN;
- (e) disclosed a PIN to someone else or failed to take reasonable care to prevent others from identifying a PIN, when, for example, keying- in or using a PIN;
- (f) allowed someone else to use a Card or failed to reasonably safeguard a Card; or
- (g) contributed to or caused losses from unauthorised transactions by the Employer's or the cardholder's actions.

8.4 Liability for loss before notification

If any of the events in *clause 8.3* of these Conditions of Use apply, the Employer will be liable for all transactions before the Employer notified the Bank, or for any loss which could otherwise have been prevented up to the amount the Employer and/or any cardholder(s) would have been able to access during the time before the Employer notified the Bank of the loss or theft of the relevant Card, or the disclosure of the relevant PIN. If these transactions cause the Employer's credit limit(s) to be exceeded, the Employer will be liable to pay the excess amount without delay.

8.5 Negligence and fraud

The limits on the Employer's liability set out in *clauses 8.3* and *8.4* of these Conditions of Use do not apply where the Employer or a cardholder has acted negligently or fraudulently, either alone or together with any other person.

8.6 Employer's liability

The Employer is liable for all losses, including any consequential losses suffered by third parties, if the Employer or a cardholder acts fraudulently, either alone or together with any other person. The Employer may be liable for some or all losses arising from any unauthorised access whether occurring before or after notification if the Employer or a cardholder has caused or contributed to that loss (for example, by failing to comply with these Conditions of Use).

8.7 Exclusions: The Employer is not responsible for

- (a) any negligent or fraudulent conduct by any of the Bank's staff or agents or parties involved in the provision of electronic banking services; or
- (b) any incorrect charges to any Visa account when the machinery used or system involved in a transaction is not working properly, unless the Employer or a cardholder persists in using the Visa account when advised by a message or notice on display that the machinery or system is not functioning properly; or
- (c) any unauthorised transaction occurring either before the Employer receives a Card or when it is clear to the Bank that the Employer or a cardholder could not have contributed to any loss the Employer may have suffered.

8.8 Security

Any money owing by the Employer in respect of a Visa account is secured by any present or future securities given by the Employer (whether in conjunction with any other person or not) to the Bank.

9. The Bank's position

9.1 Where the Bank is not responsible: The Bank is not responsible for

- (a) refusal by a Visa member to make a Cash Advance; or
- (b) any dispute between the Employer and a merchant; or
- (c) any dispute between the Employer and any cardholder; or
- (d) the actions of any merchant; or
- (e) any losses caused by occurrences beyond the Bank's control, including non-delivery of mail and failure of an ATM or communication linkage resulting in a cardholder being unable to use a Card; or
- (f) any action taken by the Bank, where a Card has been reported lost or stolen, which results in a merchant refusing a transaction because the merchant suspects that the cardholder is not authorised to use the Card; or
- (g) any action taken against the Employer in connection with the fraudulent use of a Card.

9.2 Where the Bank is not liable: The Bank

- (a) will not be liable for any claim that arises from acting reasonably in accordance with the Employer's or a cardholder's instructions;
- (b) will not be liable for any loss suffered by the Employer or any third party due to matters outside the Bank's control (including, without limitation, non-delivery of mail, machine failure, system failure, strikes or communication linkage failure resulting in the Employer or a cardholder being unable to use a Card or Visa account);
- (c) accepts no liability for the loss or destruction of, or delay in processing, instructions or other documents (except as a result of our fraud, negligence or willful misconduct);
- (d) accepts no liability (except interest for the period of the delay) for any delay in transferring funds to or from a Visa account (except as a result of our fraud, negligence or willful misconduct);
- (e) will not be liable for any action taken by the Bank, where a Card has been reported lost or stolen, which results in a merchant refusing a transaction because the merchant suspects that the cardholder is not authorised to use the Card;
- (f) will not be liable for any losses which arise where the Employer or a cardholder acted negligently or fraudulently, either alone or together with any other person(s);
- (g) will not be liable for either refusing to act on contradictory instructions given in respect of a Visa account or for acting on any one only of such contradictory instructions; and
- (h) in respect of any ePurchasing Card transactions, will not be liable for, any input errors by the Employer or any merchant.

9.3 Acting on instructions: Irrespective of anything else stated in these Conditions of Use, the Bank

- (a) may decline to act or delay acting on any instructions given where the Bank considers that the Bank has good reason to do so; and
- (b) may, where a Visa account can be accessed by telephone or by any electronic means, assume that any telephone or electronic instructions received using a PIN for a Card or secure password are authorised by the Employer.

9.4 Employer's indemnity to the Bank

Except where we have been negligent or fraudulent, where the Bank acts upon a telephone, email or other electronic instruction from the Employer or a cardholder regarding a Visa account and that instruction appears to the Bank's reasonable satisfaction to have been made in accordance with authorities held by the Bank, to the extent permitted at law the Employer indemnifies the Bank against all losses, claims and reasonable expenses that the Bank may incur by reason of acting upon the instruction. Without further authority or enquiry, the Bank will debit any Visa account with all such claims and reasonable expenses whether or not the Visa account may exceed its credit limit(s) as a result. As a result, an over limit fee may be charged as explained in the Bank's Business and Agribusiness Account and service fees brochure which is available at bnz.co.nz/businesscards

10. Suspending or closing Visa accounts or Cards

10.1 By the Bank

The Bank may at any time suspend operation of any Visa account (including, but not limited to, limiting or suspending the number, types and/or amounts of transactions the Bank authorises on a Visa account) or close any Visa account. The Bank may at any time cancel the right to use a Card. As soon as the Visa account(s) is/are closed or a Card is cancelled, where a physical Card was issued in respect of that Visa account(s), the Employer must destroy the relevant physical Card(s) issued on the Visa account(s) by cutting them (including any chip on the Card(s)) in half. If a Card is cancelled, the Employer must then pay the entire balance of the Visa accounts that the Bank has specified within 30 days.

10.2 By the Employer

The Employer can apply to cancel any Card or Cards and close the associated Visa account(s) by destroying the Card(s) and:

- (a) completing the appropriate form, which is available from any of the Bank's branches;
- (b) sending the Bank an e-mail via the Bank's Internet Banking site, bnz.co.nz (the Employer must be registered for Internet Banking to do this); or
- (c) sending written advice to:
BNZ Business Credit Cards
Private Bag 39806
Wellington Mail Centre
Lower Hutt 5045

The Employer must also destroy all Cards issued on a Visa account by cutting them (including any chip on the Cards) in half.

10.3 Employer's liability

If a Visa account is closed, whether by the Bank or the Employer, the Visa account will be immediately repayable by the Employer on demand by the Bank, together with all other amounts payable in relation to the Visa account by the Employer under these Conditions of Use. Also, the Employer will still be liable for:

- (a) payment of the debit balance of the Visa account;
- (b) all fees and charges and any transactions made on the Visa account up to and after the time that the Visa account is closed and the Card destroyed. This is so even if transactions made have not been debited due to negotiation delays by a merchant or other parties dealing with the transaction;

- (c) use of the associated card number or Visa account for any mail, telephone or remote transactions prior to or after the destruction of the Card or prior to the closure of the Visa account;
- (d) any legal fees (on a solicitor/client basis) or other costs which the Bank may incur in recovering amounts owing on the Visa account;
- (e) the recurring transactions, any fees or other costs associated with any recurring transactions, or cancellation of any recurring transactions, arranged with a merchant or another bank;
- (f) interest on the Visa account, and all fees, charges and insurance premiums on the Visa account, if, for any reason, they are not paid off immediately.

Any indemnity given by the Employer to the Bank will survive closure of the Visa account.

10.4 Repayment in other circumstances

The entire debit balances on the Visa accounts together with all other amounts owing on those accounts (including interest) shall become immediately due and payable to the Bank:

- (a) on the bankruptcy or death of the Employer if an individual;
- (b) if a resolution is passed, or an order is made for the winding-up of the Employer if a company;
- (c) if the Employer is dissolved if a partnership;
- (d) if a receiver is appointed of all or any part of the undertaking of the Employer if a company.

10.5 Unused credit

If the Bank suspends the operation of a Visa account, the Bank will not be obliged to provide any unused credit on the Visa account.

10.6 Closure of joint account

If the closed Visa account is a joint account, the account owners will continue to be jointly and individually liable for any amount owing on the Visa account.

11. Errors or discrepancies

11.1 Employer's obligation to notify the Bank

The Employer must notify the Bank in writing (refer to *clause 14 - How to contact the Bank*) within 30 days of the Employer's statement closing date if the Employer thinks that:

- (a) a statement shows an incorrect charge;
- (b) a transaction is incorrectly recorded on the statement or is unauthorised; or
- (c) the Employer has lost funds because an ATM or EFTPOS terminal is not working properly during the period to which the statement relates.

11.2 Checking statements

The Employer is responsible for checking the Employer's statements to ensure their accuracy and advising the Bank of any error, discrepancy or unauthorised transaction. If the Employer does not write to the Bank within 30 days of the Employer's statement closing date at the address set out in these Conditions of Use, the charge or the record of the transaction will remain.

11.3 Information required

If the Employer thinks an error or mistake has been made, the Employer must tell the Bank:

- (a) the Employer's name;
- (b) the relevant card number(s) and the numbers of the Visa accounts the Employer thinks have been affected; and
- (c) what happened, when it happened, how much the Employer thinks has been lost and, if relevant, who the merchant is or where the ATM or EFTPOS terminal is located.

11.4 When the Bank will respond

The Bank will acknowledge receipt of the Employer's enquiry and advise the Employer of the expected time that it will take to obtain the necessary information.

11.5 Action the Bank will take

The Bank will correct a Visa account if the Bank is satisfied that an ATM or EFTPOS terminal was not working properly, if the Bank has made an error, or if the Card used was forged or faulty, or, subject to the exceptions set out in these Conditions of Use, if the Card has been used fraudulently. If, as a result of the Bank's investigation, the Bank believes that the charge or transaction should remain, the Bank will write to the Employer setting out the Bank's reasons for this conclusion. A fee will be charged for this service.

11.6 If the Employer is not satisfied

If the Employer is not satisfied with the Bank's response, the Employer should refer the Employer's complaint to Customer Resolution, BNZ, PO Box 995, Auckland 1140, telephone **0800 788 999** or **+64 9 976 6345**, or email bnz_resolve@bnz.co.nz. If the Employer is unhappy with the Bank's investigation, the Bank can refer the matter to the Banking Ombudsman, Freepost 218002, PO Box 25327, Wellington 6146, telephone **0800 805 950** or **+64 4 915 0400**, or email help@bankomb.org.nz

12. Information about you

12.1 Application

This clause applies if the Employer is an individual, (i.e. a natural person), and to cardholders (both referred as 'you').

12.1.1 Personal Information

To offer you products or services, we need to collect, use and disclose your personal information in accordance with BNZ's Master Privacy Policy. Our Master Privacy Policy sets out the purpose of this collection, details of how the personal information may be used or disclosed, your rights to that personal information (such as access and correction), our legal obligations, and the consequences of not providing the information. The Master Privacy Policy covers personal information for all of our products and services, and all our interactions with you. It is available on our website or you can ask us to send you a copy.

As stated in our Master Privacy Policy, depending on the product or service you have requested:

- (a) you may be required to consent to us collecting information about you from credit reporting agencies, which we use to assess your creditworthiness. We will ask for your consent during the application process.
- (b) at times, we may disclose information about you to credit reporting agencies, debt collection agencies or law firms as part of our debt recovery process.

12.1.2 Non-personal Information

There may be times when we collect, use and disclose information that is not an individual's personal information and where our Master Privacy Policy will not apply – this can include where we collect information about our business customers or where personal information has been deidentified. We refer to such information as 'Non-personal Information' in these Terms. You authorise us to collect, use and disclose Non-personal Information to:

- (a) help us manage, improve and develop our business, services and products and/or market research purposes;
- (b) manage financial and security risks for our business and our customers;
- (c) monitor our systems for fraud or financial crime;
- (d) defend or enforce our rights; and
- (e) meet our legal obligations.

12.1.3 Complying with laws and regulations

- (a) You agree to provide us with any Non-personal Information, we may ask for to help us comply with laws, rules or regulations in New Zealand or overseas.
- (b) You agree that we can collect (including collecting from third parties), use and disclose Non-personal Information to:
 - (i) help us comply with laws, rules or regulations in New Zealand or overseas, or any New Zealand or overseas legislative or regulatory requests; or
 - (ii) monitor your accounts and any BNZ product/service you use for the purpose of preventing misuse or unauthorised use of any BNZ product/service, detecting any fraud or crime, or for money laundering and counter financing of terrorism purposes in connection with any laws, rules or regulations in New Zealand or overseas.

13. General

13.1 New Zealand law

Card accounts, the banker/customer relationship between the Bank and the Employer and these Conditions of Use are governed by New Zealand law. Any disputes in respect of these Conditions of Use shall be heard and determined by the New Zealand courts.

13.2 Financial difficulty

The Employer should notify the Bank immediately if it is in financial difficulty and believes it may not be able to meet its obligations to the Bank. Call the Bank on **0800 275 269**.

13.3 Insurance products

The Bank may, from time to time, make insurance products available to the Employer. The Employer will be advised of the costs and conditions that apply to those products. Cover under such insurance products are always subject to the terms, conditions and exclusions contained in the policy.

13.4 Promotions

The Bank may, in association with any merchant, company or person, run various schemes to promote the Bank's goods and services or those of that other party. The Employer will be advised of the nature and benefits of any such promotion.

13.5 More information

Without limiting *clause 3.1*, the Employer may at any time ask the Bank for information about the Employer's Visa accounts. This includes copies of previous statements, details of transactions, details of the current fees and charges or copies of the Bank's current Conditions of Use. The Bank may charge a fee for these services.

13.6 Changes to these Conditions of Use

The Bank may change, add to, delete or replace these Conditions of Use at any time. If the Bank does so, the Bank will tell the Employer about those changes at least 14 days before the change becomes effective. The Bank will tell the Employer about changes to these Conditions of Use in one or more of the following ways, by:

- (a) writing to the Employer's last known address;
- (b) display in our branches and Partners Centres;
- (c) notice in the media (including public notices); or
- (d) display on our website, **bnz.co.nz**

13.7 Employer's contact details

The Employer must notify the Bank promptly of any change to the Employer's contact details (including address, telephone details and email address if applicable). Until the Employer gives such notice, the Bank may assume that the contact details the Bank holds for the Employer are correct.

13.8 Internet banking and telephone banking

The Bank's internet banking and telephone banking terms and conditions apply when the Employer or a cardholder uses 24 hour banking to access a Visa account. The Bank may modify, add to or delete any of the Bank's internet banking and telephone banking in accordance with those terms and conditions.

13.9 Electronic communications

The Bank may communicate with the Employer electronically, including by email or the Bank's website, and in particular may:

- (a) maintain (at all reasonable times) a website that allows the Employer access to a statement recording transactions using Cards for any reasonable statement period specified by the Bank;
- (b) send the Employer an electronic communication that allows the Employer to access a statement recording transactions using Cards from the Bank's website or by means of the Internet.

13.10 Notice

Except as otherwise provided in these Conditions of Use, any notice which shall be required to be given in terms of these Conditions of Use shall be deemed to be given on the day after the date of posting to the Employer of the notice properly addressed to the last address of the Employer known to the Bank.

13.11 Management tools

The Bank provides electronic data, expense and communication management tools subject to the terms and conditions that apply to the provision of those products.

14. How to contact the Bank

14.1 The Employer may contact the Bank as follows:

- (a) For any queries within New Zealand, contact any of the Bank's branches or call us on **0800 275 269**. Visit [bnz.co.nz/contact](https://www.bnz.co.nz/contact) for opening hours.
- (b) For queries while overseas:
 - (i) Within Australia, freephone any one of the Bank's customer solutions advisors on **1800 127 277**.
 - (ii) From overseas, except Australia, reverse charge **+64 4 470 9201**.
 - (iii) Visit [bnz.co.nz/contact](https://www.bnz.co.nz/contact) for opening hours.
- (c) To report a lost/stolen Card, disclosure of PIN or unauthorised use of a Card:
 - (i) In New Zealand, call **0800 275 369**.
 - (ii) From overseas, call collect **+64 4 473 5901**.
 - (iii) Visit [bnz.co.nz/contact](https://www.bnz.co.nz/contact) for opening hours.
- (d) Further information and copies of the Bank's current disclosure statement may be obtained from any branch or agency of the Bank.
- (e) To write to the Bank concerning the Employer's Visa account(s):
 - BNZ Business Credit Cards
 - Private Bag 39806
 - Wellington Mail Centre
 - Lower Hutt 5045
- (f) The Employer can also visit the Bank's website at [bnz.co.nz](https://www.bnz.co.nz) and send a secure message through BNZ internet banking.

