

Q Card

Terms and Conditions effective date 27 November 2017



1. Q Card Terms and Conditions

These Terms and Conditions (as amended from time to time) govern the use of your Q Card.

2. About Q Card

Your Card enables you to take advantage of finance promotions offered by CFL and a variety of participating Merchants in New Zealand. It allows you to manage multiple Advances using different Plans through one Card Account. Your Statement is designed to provide you with a clear and concise record of your Transactions for each Plan.

CFL takes a Security Interest in all of the Property you Purchase using your Card to secure the repayment of all Advances and other moneys you owe CFL under these Terms and Conditions. If you breach your obligations under these Terms and Conditions, then CFL may repossess and sell the Secured Property (see clause 26). Your Card Account starts the day CFL approves your Application.

3. Definitions

In these Terms and Conditions:

Advance means an advance CFL makes to you via your Card or Card Number.

Application means the application you entered into to open your Card Account and obtain your Card.

Available Credit means the Card Limit less the Total Balance.

Business Day means any day that trading banks are open for business in Auckland not being a Saturday, Sunday or a statutory public holiday.

Card means your Q Card and/or Card Number.

Card Account means the master account in your name having a specified Card Limit within which your Transactions are managed. The Card Account can include one or more Fixed Instalment Plan/s, one or more Flexi Payment Plan/s and one Fees and Miscellaneous Plan.

Card Limit is the maximum amount of credit you can access using your Card.

Card Number means the 16-digit number printed (embossed) on your Card.

Cardholder means the person over the age of 18 to whom the Card is issued by CFL and in whose name the Card Account is held.

CFL means Consumer Finance Limited, 111 Carlton Gore Road, Newmarket, Auckland 1023, which provides the Card.

Closing Balance means the closing balance of each Plan as shown on your Statement.

Credit Reporter means an agency that carries on a business of reporting to other agencies, for payment, information relevant to the assessment of creditworthiness of individuals.

EFTPOS Receipt means the receipt issued from a Merchant's EFTPOS Terminal detailing an Advance using a Q EFTPOS Plan.

EFTPOS Terminal means the device for initiating electronic funds transfer transactions located at a Merchant's point of sale.

Fees and Miscellaneous Plan means the sub account of the Card Account; (1) within which fees and charges referred to in clause 20 accrue; and (2) to which Small Balances are transferred.

Fixed Instalment Plan is a Plan under which a single Advance is made, that Advance being repaid by fixed monthly instalments as disclosed in your Q Card Voucher.

Flexi Payment Plan is a single Advance but with a Startup Interest Period and/or a Payment Holiday (and includes a Q EFTPOS Plan).

Initial Disclosure Statement means the initial disclosure statement required by the Credit Contracts and Consumer Finance Act 2003.

Merchant means a retailer or supplier being a party to a merchant agreement with CFL.

Minimum Payment, in relation to a Statement, means the total of the minimum payments due for all Plans, as shown on your Statement (calculated according to clause 12).

Notice means a notice or demand CFL gives you according to clause 25 and includes a Statement.

Payment Date means the due date for payment shown on your Statement.

Payment Holiday means a period extending beyond the usual first payment date during which no payments are

required.

PIN means the Personal Identification Number you have chosen for your Card which, when used in conjunction with your Card, allows you to make Transactions through an EFTPOS Terminal.

Plan means a sub account within the Card Account recording the details of a particular Advance and includes the Fees and Miscellaneous Plan.

PPSA means the Personal Property Securities Act 1999.

Property means personal property as defined in the PPSA.

Purchase means the purchase of goods or services from a Merchant by way of an Advance (and Purchased has a similar meaning).

Q Card Voucher means a voucher or agreement detailing an Advance issued when the Card is used but does not include an EFTPOS Receipt.

Q EFTPOS Plan means a Flexi Payment Plan initiated through a Merchant's EFTPOS Terminal.

Related Company means any company related to CFL in terms of section 2(3) of the Companies Act 1993.

Secured Property means the Property, as described in your Q Card Voucher or EFTPOS Receipt, secured by the Security Interest referred to in clause 26 and, where that Property has been lost, stolen, destroyed or replaced for any reason, any replacement Property.

Security Interest has the meaning given to it in the PPSA and is the security interest you grant according to clause 26.

Small Balance means a Flexi Payment Plan balance of \$10 or less.

Standard Interest Rate is the interest rate fixed by CFL from time to time and which applies to all Flexi Payment Plans and the Fees and Miscellaneous Plan.

Startup Interest Period means a period relating to a Plan during which a rate other than the Standard Interest Rate will be charged. The Startup Interest Period for a Q EFTPOS Plan is three (3) months or as otherwise notified to you.

Startup Interest Rate means the rate applying in the Startup Interest Period. The Startup Interest Rate for a Q EFTPOS Plan is 0% or as otherwise notified to you.

Statement means the monthly statement issued in relation to your Card Account.

Total Balance means the Total Closing Balance owing on your Card Account as shown on your last Statement plus any Transactions or accruals since the Statement date.

Total Closing Balance means the total of the Closing Balances owing on your Card Account as shown on your last Statement.

Transaction means an amount debited or credited to your Card Account or made using your Card, including an Advance.

References: Any reference in these Terms and Conditions to **you** or **your** refers to the Cardholder. Any reference to singular includes plural and vice versa. References to clauses are references to clauses in these Terms and Conditions. Any reference to any Act includes any amendment or replacement of that Act.

4. Selecting your PIN

When you are issued with your Card you can choose a PIN by:

- calling the Q Customer Service Centre on 0800 11 7000; or
- visiting www.qcard.co.nz if you are registered as a self-service user on the Q Card website.

When you choose your PIN, you must not choose unsuitable numbers such as parts of your telephone number, parts of your Card Number, or sequential or easily identified numbers (e.g. 1234 or 1111). You must not use numbers easily connected with you such as that on your driver's licence or your birth date.

From time to time CFL may replace/issue you with a Card loaded with your existing PIN.

5. Protecting your Card and PIN

For your security, your PIN must not be:

- written down, especially not on your Card;
- kept in any form with your Card;
- disclosed to any other person, including the Police, family members or any person in the Q Customer Service Centre; or
- negligently disclosed and, you must ensure that no one can see you enter your PIN at EFTPOS Terminals.

You must exercise care to ensure the safety of your Card and to prevent disclosure of your PIN. You must not allow others to use your Card, Card Number or PIN. Always get your Card back after using it. Do not leave your Card unattended or anywhere a thief could remove the Card without being noticed (particularly in nightclubs, hotels or restaurants). If your Card is lost or stolen together with your PIN, it can be used by others to make unauthorised Transactions, which may result in a loss to you.

6. Card Transactions

The Q Card facility allows you to obtain an Advance when your Application is approved. CFL will issue the Card upon verifying the Application information. Each time you use your Card or Card Number, CFL makes an Advance. When an Advance is made you will be issued with a Q Card Voucher or EFTPOS Receipt (except as referred to below). This records the Plan applying to the Advance. CFL may require a minimum Advance amount. You authorise CFL to pay Advance proceeds:

(i) to the Merchant if the Advance relates to a Purchase (plus or minus any commissions or fees negotiated between CFL and the Merchant); or (ii) directly to you or any other party you nominate if the Advance does not relate to a Purchase.

Should an Advance include an insurance premium then you authorise CFL to pay the premium direct to the insurer. CFL may allow you to use the Card Number to make mail, telephone, internet or email requests for Advances. By doing this you are giving authority to CFL to charge the Transaction to your Card Account although you will not necessarily have signed or received a Q Card Voucher or EFTPOS Receipt. Any refund due to you by a Merchant is an agreement between you and the Merchant only and does not affect your responsibility to meet your obligations under your Card Account. The Merchant is responsible in the first instance for any warranties and servicing obligations in relation to goods or services purchased using your Card or Card Number. Any unresolved issues should be referred to CFL. If you believe a Q Card Voucher, EFTPOS Receipt or Statement shows an incorrect charge or incorrectly records a Transaction you must notify CFL immediately. Not all Plan types may be available through all Merchants.

7. Processing Date

A Transaction processed through an EFTPOS Terminal or through the Merchant's online payment portal is recorded in your Card Account either on the date you effect the Transaction or on the day the transaction is processed by CFL. Payments received from you are only effective from the date the funds are cleared.

8. How to Make Payments

All payments must be referenced to your Card Account (by specifying your Card Number). If they are not and CFL is unable to match payments to your Card Account they may be considered as not having been paid. Payments to your Card Account must be made in New Zealand dollars. Each month CFL will send you a Statement (except in the circumstances set out in clause 10) which shows payments made by you and payments due. You should notify CFL if a payment has been made by you which is not shown on your Statement so CFL can match the payment to your Card Account. Your options for making payments are:

Direct Debit / Automatic Payment: To arrange a direct debit or automatic payment, please contact the Q Customer Service Centre on 0800 11 7000.

Internet / Telephone Banking: Telephone or internet banking payments can be made from your nominated bank account to your Card Account. Simply follow your bank's procedures for paying online or via the phone. Q Card should be registered as a payee with your bank. Contact your bank to help you arrange this facility.

Cheque: You can make a cheque payment by mailing it to:

Consumer Finance Limited, Payment Processing, Private Bag 92181, Victoria Street West, Auckland 1142, provided you complete and attach the tear-off payment slip from your Statement.

9. Allocation of Payments

CFL will apply payments in the following order and priority:

First: To any overdue amount; then

Secondly: To any balance due on the Fees and Miscellaneous Plan; then

Thirdly: To any balance due on Plans in order of the

highest interest bearing first (where two or more Plans have the same interest rate, payment is applied to the Plan which is scheduled to attract the highest interest rate first). Then any amount received in excess of the Minimum Payment will then be applied in the following order:

- Fourthly: To any balance on the Fees and Miscellaneous Plan; then
- Fifthly: To the Flexi Payment Plan with the highest interest rate until the balance has been paid (where two or more Flexi Payment Plans currently have the same interest rate, payment is applied to the Flexi Payment Plan which is scheduled to attract the highest interest rate first); then
- Sixthly: In sequential order to the Flexi Payment Plan with the next highest interest rate until all Flexi Payment Plan balances have been paid; then
- Seventhly: To the next monthly instalment due under the highest interest bearing Fixed Instalment Plan (where two or more Plans have the same interest rate, payment is applied in order of age of Plan, oldest first); then
- Eighthly: To the next monthly instalment due under the second highest interest bearing Fixed Instalment Plan and so on until all Fixed Instalment Plan instalments have been paid; then
- Finally: To the succeeding instalments due under Fixed Instalment Plans in the same order.

If all Plans are satisfied then any remaining surplus will be left as a credit balance in your Fees and Miscellaneous Plan.

If a Cardholder requests an electronic payment to be made to any individual Plan the payment will firstly be applied across all Plans in the order and priority outlined in the first three steps above and then any surplus remaining will be applied to the requested Plan.

10. Statements

CFL will issue Statements unless:

- CFL cannot reasonably locate you; or
- CFL provides you with access to your statements online on the Q Card website and you agree to that disclosure; or
- 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 CFL has commenced enforcement proceedings.

Your Statement will summarise all current Plans together with new Transactions made during the Statement period. Additional Statement copies will be provided at your request but may be subject to an additional fee.

11. Payment Dates

The Payment Date will be shown in the Statement (and will usually be the day that is 20 days after your Statement date). The period from the date of a particular Advance to the first Payment Date applying to that Advance varies from 20 to 50 days (depending on the number of days from the Advance date to the next Statement date). This period may also differ if a Payment Holiday applies.

12. Minimum Payment

The Minimum Payment is shown on your Statement and is calculated by adding the following:

- For each Q EFTPOS Plan, 3% of the Closing Balance, unless the balance is a Small Balance or a Payment Holiday or Startup Interest Period applies;
- For each Flexi Payment Plan (except Q EFTPOS Plans) the greater of 3% of the Closing Balance relating to that particular Plan or \$10 (except where the Closing Balance is less than \$10 in which case the actual balance will apply) unless a Payment Holiday still applies;
- For Fixed Instalment Plans, the monthly instalment as disclosed on the applicable Q Card Voucher as falls due in the Statement period; and
- The Fees and Miscellaneous Plan Closing Balance.

You may pay more than the Minimum Payment at any time but you must pay the Minimum Payment by the Payment Date. In addition, you agree to pay the Total Balance in full on cancellation of your Card Account under clause 18. You may pay the whole or any part of the Total Balance at any other time, for no additional fee or charge. All or any part of the Minimum Payment not received by the relevant Payment Date will be deemed overdue and your Card Account will then be in default and default fees and interest may apply in accordance with clause 20 of these Terms and Conditions.

13. Fixed Instalment Plan Term

The term of a Fixed Instalment Plan will be as disclosed in your Q Card Voucher.

14. Card Limit

CFL will notify you as to your Card Limit and may reduce it from time to time and increase it if agreed with you. You must ensure the Total Balance does not exceed the Card Limit. CFL may choose to honour a transaction even if it means the Card Limit will be exceeded. You must

immediately pay to us the amount by which the Card Limit is exceeded, and it will be a default in payment if you do not do so by the relevant Payment Date. Despite the above if the Advance is to be used other than for a Purchase then the Advance amount will be determined at CFL's complete discretion even though the Advance amount may be less than the Available Credit. You can apply to increase or reduce your Card Limit at any time. Before you make a Purchase involving delayed delivery the Merchant must obtain an authorisation from CFL. Once the authorisation is obtained the Available Credit will be reduced by the value of the authorisation request until the Advance is processed by CFL or the Purchase is cancelled.

15. Card Information

You should protect your Card, as you may be liable for any unauthorised use. To ensure your Card is protected:

- Sign it immediately upon receipt;
- Keep it in a safe place;
- Regularly check that you still have it;
- Do not give it to anyone else; and
- Do not disclose your password or PIN to anyone.

Cards are valid until the expiry date shown. Unless you cancel one month before expiry CFL may issue you with a new Card. Card promotional material, which may be displayed by a Merchant, must not be taken as meaning you may use your Card or access a particular Plan type with that Merchant. CFL will not be responsible should a Merchant refuse to accept your Card. You must notify CFL immediately of any change to your name, address or phone number. Your Card and Card Number remain CFL's property. Your Card must not be copied or reproduced and may be recovered by CFL or the Merchant at any time. You must not use your Card if it is not signed by you or if it has expired.

16. Lost or Stolen Cards/PINs

You must notify CFL immediately if:

- your Card is lost or stolen;
- you are aware your Card has been used without your consent;
- your PIN becomes known to someone else; or
- a record of your PIN is lost or stolen, by:

calling the Q Customer Service Centre on 0800 11 7000.

Please ensure you retain a record of that notification. If you have promptly notified CFL that your Card has been lost or stolen or that your PIN has been disclosed, and you have not acted fraudulently or caused or contributed to losses from unauthorised use:

- You will not be liable for any losses arising from Advances initiated by someone else using your Card after notification; and
- Your liability for any loss incurred before notification to CFL is limited to the lesser of:
 - \$50; or
 - the Total Balance; or
 - the actual loss at the time of notification.

You may be liable for some or all of the loss from unauthorised Transactions (except for that portion of the total losses incurred that exceeds the Card Limit on your Card) if you have caused or contributed to that loss by, for example:

- unreasonable delay in notifying CFL of the loss or theft of your Card; or
- parting with or allowing someone else to use your Card; or
- failing to reasonably safeguard your Card; or
- keeping a written record of your PIN on or with your Card; or
- selecting an unsuitable PIN; or
- you have failed to take all reasonable steps to prevent disclosure to any other person when keying in your PIN; or
- you have disclosed your PIN to anyone, whether family or those in apparent authority including staff in the Q Customer Service Centre, or let them use your Card.

You are not liable for loss caused by:

- fraudulent or negligent conduct of CFL staff or agents or parties involved in the provision of electronic banking services; or
- faults occurring in the machines, Cards or systems used, unless the faults are obvious or advised by a message or notice on display.

17. Replacement Cards

If your Card is damaged or faulty you must return it (cut in half across the magnetic strip) to CFL with a description of the fault or how the damage occurred. If your Card is lost or stolen CFL will issue a replacement with a new Card Number. If your Card is damaged or faulty or about to reach its expiry date CFL will issue a replacement Card with the same Card Number. If your Card is lost, stolen or damaged, CFL may debit a fee to your Card Account for the replacement of your Card. CFL may not issue a replacement Card where your Card Limit is exceeded or where the Card Account is in arrears.

18. Cancelling Your Card Account

CFL will cancel your Card Account, at your written request, subject to you:

- repaying the Total Balance; and
- returning your Card to CFL immediately (cut in half across the magnetic strip).

CFL may, at any time and for any reason, cancel your Card or Card Account and decline to allow you further credit even if the Card Account is otherwise in order. If CFL advises that your Card Account has been cancelled (and CFL will do this by giving you Notice), you must return the Card and immediately repay the Total Balance together with interest and charges owing after the date of cancellation through to actual payment. You can cease using your Card at any time but this does not release you from your existing obligations. You are still required to make payments and CFL will continue to charge all applicable interest and fees.

19. Interest

Interest accrues on the unpaid balance of all Transactions at the end of each day and is calculated daily on a 365-day year at the rates applying to those Advances. Accrued interest is debited to each Plan monthly on the Statement date. It therefore forms part of the unpaid balance of Transactions (on which interest is charged in respect of the next Statement period).

Interest on Flexi Payment Plans applies at CFL's current Standard Interest Rate except where a Startup Interest Period applies. Notification of any alternative or promotional Startup Interest Period for a Q EFTPOS Plan will be provided in accordance with applicable law and may also be provided by way of public advertisement in a daily national newspaper, or by direct marketing, or shown on your Statement or otherwise. The details of a Q EFTPOS Plan Startup Interest Period may also be posted on the Q Card website. You acknowledge that the effect of CFL offering a promotional Startup Interest Period is to reduce the obligations that you would have under these Terms and Conditions. Where a Startup Interest Period applies to other Flexi Payment Plans, the Startup Interest Rate will apply for that period (and will be shown on the applicable Q Card Voucher). When a Startup Interest Period expires the Standard Interest Rate will then apply to the balance remaining. The interest rate and other terms applying to Fixed Instalment Plans are specified on the applicable Q Card Voucher. Interest rates charged under Flexi Payment Plans and Fixed Instalment Plans may differ between Merchants and CFL will disclose any applicable interest rate in your Q Card Voucher.

The initial Standard Interest Rate applying to your Card Account is as specified in the Initial Disclosure Statement issued to you and the current Standard Interest Rate is as shown on your Statements. The Standard Interest Rate may change in accordance with clause 29 of these Terms and Conditions.

20. Fees and Default Interest

The fees applying at the date your Card Account is opened are as specified in the Initial Disclosure Statement issued to you. A full schedule of fees is always available from CFL. CFL may change the fees applying to your Card Account or introduce new fee types from time to time in accordance with clause 29 of these Terms and Conditions. Fees will be debited to your Fees and Miscellaneous Plan unless otherwise specified in your Initial Disclosure Statement. Fees debited to your Fees and Miscellaneous Plan will be payable in full on the Payment Date shown in the Statement in which the fees first appear. Fees debited to your Fixed Instalment Plans and Flexi Payment Plans will form part of the applicable Plan balance upon which interest may be charged. Where a default in payment occurs, CFL may charge default interest on the overdue amount while the default continues at a rate which is 5% above the Standard Interest Rate.

21. Set Off

Where you have any actual or contingent liability to CFL or any Related Company through the use of the Card or under any other agreement or arrangement, then CFL or the Related Company (as the case may be) may at any time and without notice set off the amount of that liability against any money which might otherwise be due from CFL or the Related Company to you. You cannot assign any credit balances you have with CFL or any Related Company.

22. CFL's Obligations

Except as required by statute, CFL is not responsible for:

- Any dispute between you and a Merchant;
- The actions of a Merchant;
- Any loss caused by occurrences beyond CFL's control (e.g. power or communications line failure);
- Any indirect or consequential losses you might suffer.

23. Default and Enforcement

Any of the following constitutes a default:

- You fail to pay any amount when due;
- Your payment is dishonoured or reversed;
- You breach these Terms and Conditions;
- Your Card Account has been approved through

fraudulent means or through misrepresentation of your personal details;

- You commit an act of bankruptcy as defined in the Insolvency Act 2006; or
- You default under any other agreement you have with CFL or a Related Company.

If you are in default CFL may cancel or restrict further use of your Card and Card Account and may require upon Notice that you:

- immediately pay any unpaid balance on your Card Account including interest accrued but not yet charged (despite the date or dates for payment not having arrived); and
- return your Card to CFL or as CFL directs.

If you are in default CFL may enforce the Security Interest in the manner specified in clause 26.

CFL may enter into a payment arrangement with you if your Card Account is in default.

24. Financial Difficulty

You should notify CFL immediately if you are in financial difficulty and believe you might not be able to meet your obligations. Please call CFL on 0800 11 7+000.

25. Service of Notices

A Notice is deemed to be sufficiently served or given if any one of the following methods is used:

- It is delivered to you; or
- It is left at your usual or last known residence, business or at an address specified for that purpose; or
- It is posted in a letter addressed to you at that specified residence, business or address (in which case service will be deemed to have been completed 4 Business Days following the posting date); or
- It is faxed or emailed to you on a facsimile number or an email address you have specified for that purpose; or
- If the notice relates to a change to an interest rate or fee, by disclosure according to the Credit Contracts and Consumer Finance Act 2003.

26. Security Agreement

- A. You agree to grant a Security Interest to CFL to secure the repayment of all the Advances and other moneys which you owe to CFL through your use of the Card or Card Number or according to these Terms and Conditions (Secured Moneys). The Security Interest is an interest in all of the Property you Purchase using your Card now and in the future. The Security Interest provides CFL with rights in the Secured Property which may allow CFL to repossess and sell the Secured Property if you breach your obligations under these Terms and Conditions.
- B. The Security Interest is a continuing security for payment of the Secured Moneys until you have paid all Secured Moneys and your Card Account has been cancelled, despite payment of any amount to CFL or your Card Account being in credit.
- C. Until you have paid all Secured Moneys and your Card Account has been cancelled,
- you must keep all Secured Property under your control at your address notified to CFL, and
 - you must not:
 - sell, transfer or create another Security Interest or give up possession of the Secured Property (or attempt to do any of those things) or do anything which might threaten CFL's rights to repossess them;
 - take the Secured Property out of New Zealand; or
 - allow the Secured Property to be or become a fixture to land or an accession to other Property; or
 - destroy, disassemble, conceal or make any changes to or modify the Secured Property (or take any steps to allow such things to happen).
- D. CFL or its agents may at any reasonable time inspect the Secured Property on giving reasonable verbal or written notice.
- E. You must keep the Secured Property in good order and repair. Any repairs must be carried out in a proper and workmanlike manner. You must pay for any replacement parts, accessories and repairs to the Secured Property.
- F. You must keep the Secured Property insured at your cost for its full value against loss by fire, accident, theft and other usual risks together with any other risks which CFL may specify. CFL's interest in the Secured Property is to be noted on the relevant policy. You authorise CFL to receive all insurance proceeds (which CFL may credit to the Card Account or use to repair the Secured Property).
- G. You waive your right to receive verification statements connected with any financing statement or financing change statement registered in relation to the Security Interest.
- H. If you are in default or if the Secured Property is "at risk" (as defined at section 83E(2) of the Credit

Contracts and Consumer Finance Act 2003) then CFL may, but subject to the Credit Contracts and Consumer Finance Act 2003:

- repossess the Secured Property; and/or
 - by Notice to you call up all outstanding moneys due under the Card Account in which case those moneys shall immediately become payable (whether they are due or not at the time).
- I. When CFL is entitled to repossess Secured Property it may through its agents enter into any place where CFL believes the Secured Property is held (whether or not an occupier is present). You authorise CFL and its agents to gain entry to the premises using any means deemed necessary to complete such repossession without in any way being liable to you or any other person, but subject to the Credit Contracts and Consumer Finance Act 2003 and mandatory law.
- L. You indemnify CFL and its agents against all claims, actions, costs and losses any of them may suffer or incur through the repossession or attempted repossession of Secured Property however arising. Whilst CFL will endeavour to care for your Secured Property, CFL will not be responsible for any damage to Secured Property occurring during or after repossession, but subject to the Credit Contracts and Consumer Finance Act 2003 and mandatory law.

27. Goods and Services Tax

You declare that any sale or disposal of the Secured Property by CFL as a result of you defaulting under these Terms and Conditions shall not constitute a taxable supply of that Secured Property (as defined in the Goods and Services Tax Act 1985) for the reason that (a) you are not nor will be registered as a person under the Act and (b) the Secured Property will not be used by you in the course or furtherance of a taxable activity. Should you register as a supplier under the Act while these Terms and Conditions are in force then you shall advise CFL accordingly.

28. Privacy Statement - Your Information

Your information includes any information you provide to CFL, CFL obtains about you from the use of your Card, or you authorise CFL to obtain from third parties. If you fail to provide information that is reasonably requested by CFL, CFL may be unable to provide you with future services.

Your information will be held by CFL at its business address at 111 Carlton Gore Road, Newmarket, Auckland 1023 and may be used for the following purposes:

- Verifying your identity in accordance with applicable laws of New Zealand or other countries;
- Assessing your credit worthiness and managing your Card Limit, from time to time;
- Administering and enforcing your Card Account;
- Updating and enforcing defaults;
- Offering insurance to you;
- Maintaining credit records with CFL, Related Companies and external agencies (including Credit Reporters);
- Marketing goods and services provided by CFL, a Related Company or any other supplier nominated by CFL;
- Preventing and detecting fraud; and
- Planning and conducting market research, and carrying out transactional and statistical analysis.

You authorise CFL to:

- Obtain information about you from other sources as CFL reasonably requires (including from Credit Reporters) at any time; and
- Retain and use information about you and your Card Account (including but not limited to repayment history, payment deferred, creditworthiness and credit history) and provide this information to Related Companies and external agencies for the purposes listed above (such information may be used in updating and maintaining Credit Reporters' files and databases, which are accessible to their customers).

Releasing Information

CFL will hold your information safely and securely however in order to provide CFL's services to you, you agree that CFL may release your information:

- To CFL's Related Companies for the purposes set out above;
- To CFL's agents and other third parties who help provide CFL's services, meet CFL's obligations and for the purposes set out above;
- To Credit Reporters who will hold your information on their systems to provide their services to third parties. This information may include "credit information" as defined in the Credit Reporting Privacy Code 2004 (which may include without limitation repayment history, details relating to your account and payment defaults);
- To any entity who operates a loyalty programme which you or your Card Account is eligible for;
- To the Police, or any other Government or financial

regulatory body who assists in the investigation, prevention and detection of crime in New Zealand or any other country;

- To any potential assignee of CFL; or
- When CFL is required to do so by law.

Recording

Any communications between you and CFL may be recorded for security, record keeping and training purposes.

Communicating With You

You agree that CFL can use electronic communication (including but not limited to email, text messaging or instant messaging) to communicate to you for the purposes of making disclosure to you pursuant to the Credit Contracts and Consumer Finance Act 2003, provide you with notices, changes to these Terms and Conditions or for any other reason. Any such communication may include a link to such information on the Q Card website.

Access to and Correction of your Information

You have the right to access and request correction of any of your information that is held by CFL. If you wish to access or request correction of any of your information, please contact CFL in writing at Private Bag 94013, Manukau City, Auckland 2241.

29. Changes to Terms and Conditions

CFL may at any time (without your prior agreement):

- vary the Standard Interest Rate, any Startup Interest Rate or any other interest rate or default interest rate applying under these Terms and Conditions (or how it is calculated or applied);
- vary the amount, frequency, time for payment, or method of calculation of any payment to be made under these Terms and Conditions;
- vary the amount, frequency, time for payment or method of calculation of any fee or charge payable under these Terms and Conditions;
- reduce your Card Limit.
- change any term in these Terms and Conditions where, in CFL's reasonable opinion, the change is:
 - necessary or expedient to comply with any applicable law;
 - is of a formal, technical or administrative nature; or
 - will not prejudice or disadvantage you in any material respect.

CFL will give you Notice of any change at least 5 Business Days prior to the change taking effect unless:

- the change reduces your obligations or extends your time for payment; or
- the change is to the amount of an interest rate or fee, in which case we will notify you as permitted under section 23 of the Credit Contracts and Consumer Finance Act 2003. Any change is binding from the date specified in CFL's notice. CFL does not waive any of its rights except where it does so in writing. Any concession otherwise given is not a waiver of rights. CFL may assign its interest in your Card Account to any party on such terms as it considers fit. You cannot assign your Card or Card Account.

30. How to Contact CFL

For any enquiries (including reporting lost or stolen Cards) please call the Q Customer Service Centre on 0800 11 7000 or visit www.qcard.co.nz



To write to CFL address your letter to:
Q Customer Service Centre
Consumer Finance Limited
Private Bag 94013, Manukau City,
Auckland 2241