



Purple Visa Card Terms and Conditions

Contents

1. About these terms	6
2. How to read this document	6
3. Managing your account online	6
4. Managing your account online – things you need to do	7
5. Managing your account over the phone	7
6. Activating and using your card and account – things you need to do	7
7. Activating and using your card – things you shouldn't do	8
8. Some other security things you need to do	9
9. How to use your card to make purchases	9
10. How to use your card to make Cash Advances	10
11. Are there any limits on making Cash Advances?	10
12. What you'll pay us for Cash Advances	10
13. Balance Transfer	10
14. Can you stop a Transaction that you've already made using your card or account?	10
15. Can we refuse to approve a Transaction you want to make?	11
16. Using your card overseas – what you'll need to pay	11
17. What happens if you get a refund for something you've bought overseas?	11
18. Using your card overseas – some extra rules may apply	12
19. What's your Credit Limit?	12
20. What happens if you go over your Credit Limit?	12
21. Can your Credit Limit change?	12
22. How much do you need to repay to us each month?	12
23. What if there is money overdue and/or your closing balance is over you Credit Limit?	13
24. What happens if you are having trouble paying?	14
25. Can you pay us more than the Amount Due?	14
26. What interest do you need to pay us?	14
27. What will the actual interest rate be?	16
28. What happens if one of your payments is overdue?	16
29. What happens if one of your payments to us doesn't go through?	17
30. What fees can we charge you?	17

31. Can we charge anything else to your card?	17
32. Getting Additional Cards issued	17
33. Who has to pay for Transactions made by Additional Cardholders?	18
34. Other than using their Additional Card, what can Additional Cardholders do?	18
35. What happens to Additional Cards if the Main Card is cancelled, or suspended?	18
36. What happens if your card is stolen, or someone's using your card who shouldn't be?	18
37. What happens if your card is lost, stolen, or damaged?	19
38. What if you reported your card missing and now it's turned up?	19
39. Who has to pay for the Charges on a Card Account?	19
40. When you'll get statements, and what you'll see in them	19
41. What you need to do when you get a statement	20
42. What happens if you notice a problem on a statement?	20
43. We'll send you a New Card before your card expires	21
44. What happens if you move overseas?	21
45. How to cancel a card	22
46. Can we ask you to pay us everything at once?	22
47. When would you be in default?	22
48. What happens if you are in default?	23
49. Other costs that you might have to pay if you're in default?	23
50. We can cancel your card at any time (you don't have to be in default)	24
51. What information about you will we collect?	24
52. What if you don't want to give us some information that we've asked for?	24
53. We'll look after your information	25
54. What might we use your information for?	25
55. Who can we give your personal information to?	26
56. Will we use information about Additional Cardholders in the same way?	26
57. The law might require us to give someone your information	26
58. Can you check what information we hold about you, and correct any mistakes in it?	27
59. What we can tell credit reporting agencies about you, and what they'll do with that information	27
60. You'll need to pay any taxes that apply	27

61. How to pay us	28
62. When are your payments to us counted as made?	29
63. How will amounts you pay to us be applied?	29
64. These terms can change	29
65. Things that we're not responsible for	30
66. We can set off amounts you owe us against amounts we owe you	30
67. If we tell you an amount is due, this will bind you unless it's clearly incorrect	31
68. Purple Dollars	31
69. Who earns Purple Dollars?	31
70. How are Purple Dollars earned?	31
71. What happens if you get a refund on your card?	31
72. How do you know how many Purple Dollars you have?	32
73. How do you redeem your Purple Dollars?	32
74. What happens if there's a problem with the goods you purchased using Purple Dollars?	32
75. What happens if you notice a problem with your Purple Dollars balance?	33
76. Cancellation of your Purple Dollars	33
77. We can end Purple Dollars at any time	33
78. Our rights aren't affected if we don't act straight away, or only take some of the action that we can take	33
79. We can transfer our rights or obligations under this document	33
80. You can't transfer your rights or obligations	34
81. New Zealand law applies to this agreement	34
82. What to do if you're not happy with us	34
83. How to get in touch with us	34
84. We can act on your instructions if you send them through WM Connect Secure Mail or an e-mail, or if you call us	34
85. How we'll get in touch with you	35
86. When we can assume that you've heard from us	35
Glossary	36
A few other explanations	40

Full name and address of creditor:

SBS Money Limited
51 Don Street, Invercargill 9810

1. About these terms

This document sets out the terms that apply to your Purple Visa Card which is issued by SBS Money Limited. SBS Money Limited is owned by Finance Now Limited, which is a 100% subsidiary of SBS Bank. Your credit card was issued because you applied (and were approved) for a credit card online or as part of an Interest Free Transaction (either online or at a Participating Retailer). This document also sets out how you use WM Connect (our online servicing portal). It explains things like what and when you'll need to pay us and how your card should be used. Some of these terms require you to do (or not do) things.

Submission of an application for a Purple Visa Card account is your agreement to these terms, so it's important that you read this document all the way through first. And remember, the initial unpaid balance on your new Card Account will be zero. If you complete an Interest Free Transaction at the time you're setting up your new Card Account, your initial unpaid balance when you make the Interest Free Transaction will still be zero, but the amount of the Interest Free Transaction will get added to your balance at that time.

We might change these terms later on – we'll let you know when this happens, and in many cases before the changes take effect. Paragraph 64 explains more about how we will do this.

If there's anything in here that you don't understand, get in touch with us and we can talk it through. Paragraph 83 tells you the best ways to get hold of us.

If you don't want to go ahead with the card or your Card Account for any reason, that's fine. Just let us know and cut your card in half (especially the chip) and dispose of the parts separately.

2. How to read this document

Some words and expressions used in this document have particular meanings (Generally, these are the words that start with a capital letter). Their meanings are explained in the glossary near the end of these terms. Often, these defined meanings are a bit different from the everyday meanings of the word or expression or might not be that obvious. So you should refer to the glossary when reading this document, to make sure you understand what we mean.

One example is the word 'you'. Because the person reading these terms might be the Main Cardholder, or an Additional Cardholder, 'you' will sometimes mean different things. So for example if we talk about 'you' having to pay us for something, and you're not the Main Cardholder for the Card Account, then 'you' generally won't actually mean you. But, if you have a card, even if you're not the Main Cardholder, then you'll need to read these terms and always use your card in accordance with them.

Also, to help explain these terms, we've included some examples. These aren't part of the agreement between us and you, they're just there to try to make things a bit clearer.

3. Managing your account online

You have been set up with access to WM Connect to help you manage your card and Card Account online. WM Connect is a secure website where you can do things like view recent Transactions, view your monthly statement and update some of your details.

You can log in to WM Connect through wmconnect.co.nz using your Customer Number and password. The first time you log in we will send a Key Code to the mobile number you gave us in your application. This helps us make sure it is actually you logging on. You will then be asked to set up a password that you will use whenever you log in after that. In order to protect your security you must not provide your password to anyone, not even our staff (they will not ask for this).

WM Connect is available 24 hours a day, 365 days a year but will occasionally be down to allow us to fix and update a few things.

We also rely on some other people to help us maintain WM Connect so there may be times where they need to work on the system which could slow down or interrupt your use of it.

We reserve the right to cancel your access at any time without telling you if we decide that this is necessary (for example, if we think a Security Event has occurred).

4. Managing your account online – things you need to do

- Tell us if you believe your password has become known to anyone, or if you believe someone else has accessed your Card Account.
- Update your password regularly.
- Change your password if you have had any issues with viruses or spyware on your computer.
- Tell us if you change your mobile phone number as we will need to send you a Key Code when you use some of the services in WM Connect.

5. Managing your account over the phone

You can call us on 0800 801 808 for help with your Card Account or with any questions you want to ask. When you call, we will need you to confirm we are talking to you.

We may change our hours of availability from time to time, without giving you notice of the change. You can check our current business hours on purplevisa.co.nz/contact.

6. Activating and using your card and account – things you need to do

You agree to do all of the things set out below:

- Use your card and Card Account in accordance with these terms at all times. If at any time you think you (or someone else) has used a card or Card Account in a way that breaches these terms, let us know and we'll work out what needs to be done.
- Sign your card in the signature panel on the back as soon as it arrives.
- Activate your card by logging in to WM Connect anytime or calling us on 0800 801 808 during business hours. When you activate your card a Key Code will be sent to your mobile number to help verify your identity. You need to activate your card and set up your PIN before you can begin using your card. Additional Cardholders will need to call us to activate their card.
- Make sure the closing balance on the Card Account (keeping in mind any Charges that might not have been processed yet) is less than the Credit Limit all the time.

- Keep your card safe - take care when using or storing it.
- Let us know straight away if a Security Event happens to your card or Card Account. The best ways to get in touch with us are in paragraph 83.
- Cut the card in half (especially the chip) straight away if we ask you to, or if the Main Cardholder asks you to.

7. Activating and using your card – things you shouldn't do

To protect you and us, there are some things that you can't do with your card. You agree that you won't do anything that we've said you can't do below:

- Only the Cardholder (the person named on the card) can use the card. Don't lend or give it to other people (even if they're part of your family, or a friend).

An important thing to note: If a Cardholder lets someone else use their card, the Main Cardholder will have to pay for all Transactions that other person makes. This is the case even if the Main Cardholder wasn't the person who lent their card or didn't know someone else was using it.

- Don't select an inappropriate PIN like 1111, a date of birth, a sequential number (like 3456), or something that could be easily guessed from your personal information.
- Don't tell anyone your PIN. Don't even tell us (our staff won't ask you for it).
- Don't write down or keep an electronic record of your PIN (on your card, computer, phone or anywhere else). If you write it down, or tell it to someone, it could mean that you have to pay if someone else uses your card using your PIN (see paragraph 36).
- Don't use your card if it's been cancelled or is suspended.
- Don't use your card once it's expired.
- Don't activate your New Card on WM Connect before you have physically received your New Card as this may cause a Security Event.
- When obtaining a refund for goods or services purchased using your card, you cannot obtain a cash refund from the Seller. It's fine though if the Seller credits the purchase price back on to your card.
- Don't use your card if:
 - o you think the balance on the Card Account is going to go over the Credit Limit,
 - o you think the Main Cardholder is Insolvent or may not be able to pay what's going to be owing on the Card Account, or
 - o there's an amount owing on the Card Account after the time it was supposed to be paid to us (that is, you're overdue on any payment).

8. Some other security things you need to do

- Tell us if you change your mobile number. We use your mobile number to contact you and send you Key Codes which you will need for some transactions, and if you want to update your details on WM Connect. You can't change your mobile number on WM Connect so you will need to call us on 0800 801 808 to update your records.
- Tell us straight away if you move house. Otherwise we could send New Cards or information about your Card Account to someone else by mistake. We will only send New Cards to a New Zealand address.
- Tell us if your name changes (for example, if you get married), or there's a change to one of your other phone numbers or your email address. In some cases, we will require supporting documentation to confirm these changes.
- When telling us about a change to your address or phone number, or asking for account information, please don't email us. You can update some of your details on WM Connect or you can call us instead. And remember, we'll need to check that we're talking to you if you ask us things about your card or Card Account, or you want to give us instructions.

9. How to use your card to make purchases

You can use your card to make purchases from all Sellers displaying the Visa logo. You will need to enter your PIN when you use an EFTPOS Terminal in New Zealand unless your Transaction is under the Contactless payment limit (we explain this in the following paragraphs).

Your Purple Visa Card has a Contactless payment feature built in, a payment technology allowing you to carry out 'contactless' transactions with your card at any terminal that displays the Visa symbol, in New Zealand or overseas.

By 'contactless', we mean your card doesn't need to be inserted into the EFTPOS Terminal but can be tapped over the card reader on the terminal instead. To pay for purchases under the Contactless payment limit, you can simply tap your card against a contactless reader without using your PIN or signature.

By tapping your card you agree that the transaction amount is correct and you authorise payment to be made from your Card Account. Transactions over the Contactless payment limit can also be processed but you will need to enter your PIN. A different Contactless payment threshold amount may apply and you may be asked to enter your PIN or sign for your purchases when you use your card at an EFTPOS terminal overseas.

Contactless only works if your card is within four centimetres of the reader, and the terminal can only process one transaction at a time. You also hold on to your card while you're paying, so it's still a secure way to pay.

You can also make purchases online with any Seller who accepts Visa. To help make online transactions safer your Card is automatically registered for Visa Secure. Whenever you shop online using a Seller who is also registered with Visa Secure, the system will verify your identity to make sure that you are the person using your card. To do this you may either be sent a Key Code, or if we don't have your mobile number, you may be asked for some additional information about your card.

10. How to use your card to make Cash Advances

You can use your card to withdraw cash in New Zealand or overseas (though see paragraph 11 for some limitations). You'll need to use:

- an ATM that has the Visa logo, Visa Plus logo or a hotel or financial institution (such as a bank) that allows cash withdrawals to be made using Visa cards, and
- your PIN to make the Cash Advance (in most cases). At an ATM you will need to enter your PIN but the rules vary across financial institutions and countries when getting cash over the counter.

We are not responsible for the ATMs or the financial institutions that you use and make no warranties about them.

11. Are there any limits on making Cash Advances?

Yes, limits apply. You will be able to find our general limits at purplevisa.co.nz. We can put a limit on the total value of Cash Advances that you personally can make at any one time or during a particular period and we will let you know if we do that.

One other thing to note is that there might be limits or conditions that apply to a particular ATM. These are conditions that someone else (such as the owner or operator of the ATM) has put in place, rather than us.

12. What you'll pay us for Cash Advances

When you make Cash Advances, you'll need to pay us:

- a Cash Advance Fee, and (if your Cash Advance was in a foreign currency), an 'Overseas Currency Conversion Fee',
- interest at the 'Cash Advances' rate on the Cash Advance from the day you make the Cash Advance until it's been paid in full (paragraph 26 tells you more about this), and
- any ATM ownership fee if that is charged by the provider of the ATM network (we are not responsible for this fee but it will be passed on to you by us as we will have to pay it to the provider).

The fees and charges relating to your card are given to you with your welcome letter and you can find them at purplevisa.co.nz.

13. Balance Transfer

We may allow balances to be transferred to your Card Account from other facilities from time-to-time. The terms of these transactions will be disclosed separately at the time of the transaction.

14. Can you stop a Transaction that you've already made using your card or account?

No. Once a Transaction's been made, it's too late to stop it. If you think the Main Cardholder might not be able to pay for it, the Main Cardholder should get in touch with us. Remember that if you want to return something you've bought, you may be able to get a refund credited to your Card Account by the Seller but you shouldn't get a cash refund.

15. Can we refuse to approve a Transaction you want to make?

Yes we can. If we believe we have a good reason for doing so, we can refuse to authorise (or delay in authorising) a Transaction. This may mean a Transaction you tried to make won't go through. For example, we might do this if:

- your account is overdue, blocked or overlimit,
- we suspect fraudulent activity, or
- we're concerned that the Transaction might break a law or involve someone who's subject to sanctions (for example, a sanction issued by a body like the United Nations that restricts people from dealing with certain countries or people) or involve the proceeds of a crime.

We don't have to give you any notice that we're doing this (and we might not be allowed to give you notice). We also won't be liable to you or anyone else for any loss that results from us not authorising the Transaction.

16. Using your card overseas – what you'll need to pay

If you want to use your card overseas, or for online transactions in foreign currencies, the Seller will generally charge you in their local currency. You'll need to pay us in New Zealand dollars for any Overseas Transactions you make. Your Overseas Transactions will be converted into New Zealand dollars at an exchange rate set by Visa when they process the Charge. This may not be the actual date of the Transaction. Visa may convert the Transaction directly from the currency that you have made the Transaction in into New Zealand dollars, or they may convert it to US dollars first before converting it to New Zealand dollars (Visa decides which way they will do the conversion).

You'll need to also pay us an 'Overseas Currency Conversion Fee' for each Overseas Transaction. We calculate this as a percentage of the Transaction. The percentage that we'll apply is in the Fees and Interest Rates Table (but remember that it may change – see paragraph 64). This fee will be added to the Transaction amount on your statement but we will also show it as a separate amount for you.

Also, if a charge applies to any Overseas Transaction that you make (for example, an ATM you use overseas charges you a fee when you withdraw cash), then this will get dealt with in the same way.

If the Overseas Transaction or charges (for example, an ATM you use overseas charges you a fee when you withdraw cash) have been converted into New Zealand Dollars before it reaches us, you'll have to pay us the converted amount and the overseas fees will not apply.

17. What happens if you get a refund for something you've bought overseas?

If you receive a refund for an Overseas Transaction, the amount of your refund will be converted by Visa to New Zealand dollars on the date we process the refund. So, the original Overseas Transaction and the amount of the refund might be different if the exchange rate selected by Visa has changed in the meantime. We won't be responsible for paying you any difference between the two amounts (such as where the refund is less than the original Transaction because of the exchange rates changing).

18. Using your card overseas – some extra rules may apply

Sometimes governments put in place restrictions called 'exchange controls' (basically, these are controls that restrict the amount of foreign currency or local currency that is allowed to be bought or traded). If you use your card overseas, you'll need to make sure that you comply with these rules (if they apply), and also with all relevant New Zealand or foreign laws or government requirements.

19. What's your Credit Limit?

Your Credit Limit is the maximum amount that can be borrowed on your Card Account by you and any Additional Cardholders at any one time. We'll tell you what your Credit Limit is when we approve your application and in the welcome letter when we send you your card. It'll also be on your monthly statement. If you don't have those on hand, you can log in to WM Connect or you can call us on 0800 801 808.

It's important to know that even if we debit an amount to your Card Account that takes your balance over your Credit Limit, this doesn't mean that your Credit Limit's increased, or that we've agreed to change it.

20. What happens if you go over your Credit Limit?

You shouldn't ever go over your Credit Limit. We will decline any Transaction which takes your balance over your Credit Limit.

If the Credit Limit is exceeded (which may happen when fees and interest are charged to your account, or where Transactions are approved by Visa without verifying balances with our systems), the Main Cardholder has to pay us the Overlimit Amount straight away.

You'll also be in default, so we might suspend the Card Account (or do any of the other things in paragraph 48).

21. Can your Credit Limit change?

Yes – we can increase your Credit Limit. We'll only increase it if:

- the Main Cardholder requests the increase,
- we believe they can afford it,
- the increase meets our normal lending criteria, and
- the Main Cardholder has made at least 6 consecutive payments of more than the Minimum Amount Due.

We may lower your Credit Limit at the Main Cardholder's request or any time if we believe there is a good reason to do so without advance warning. We will notify the Main Cardholder of the new Credit Limit in writing.

22. How much do you need to repay to us each month?

We'll provide the Main Cardholder with a statement for the Card Account each month, advising you of the total amount owing on your account, the minimum payment amount that needs to be paid and the Optional Payment to Minimise Interest Charges. Paragraph 40 explains more about statements.

The Main Cardholder will need to pay us the Minimum Amount Due set out in the monthly statement on (or before) the due date set out in the statement (If this is a weekend or public holiday, it will need to be paid sooner – see paragraph 61).

If the closing balance is less than NZ\$20, the Minimum Amount Due will be that amount (unless the closing balance (or part of it) is subject to a Deferred Payment Plan). If it's NZ\$20 or more, the Minimum Amount Due will be whichever is the higher amount of the following (subject to any Deferred Payment Plan):

- NZ\$20, or
- 3% of the outstanding balance of each Charge rounded up to the nearest cent for the purposes of this calculation only (excluding any Charge that is subject to a Deferred Payment Plan).

If you've missed a previous payment to us and/or have an Overlimit Amount, you'll need to pay this amount as well as your Minimum Amount Due. This is explained in paragraph 23 and in the definition of 'Amount Due This Statement'.

The Main Cardholder will have to pay the Amount Due This Statement whether or not they got the monthly statement. If you haven't received a statement and you think you should have, contact us or check WM Connect.

We will not issue a statement if you had no balance at the beginning of the statement period, no balance at the end of the statement period, and no debit or credit transactions during the statement period. However, you can still access previous statements from WM Connect.

See paragraphs 61 and 62 for more information on how to pay us and when payments to us will be considered made (there's usually a delay, which you'll need to factor into your timing).

23. What if there is money overdue and/or your closing balance is over your Credit Limit?

If you haven't paid us any amount when it is due to be paid, this Overdue Amount will become immediately due for repayment with any unpaid portion added to your Minimum Amount Due in your next monthly statement. The Overdue Amount will remain due immediately until it is repaid.

If your balance has gone over your Credit Limit, this Overlimit Amount is immediately due for repayment with any unpaid portion added to your Minimum Amount Due in your next monthly statement. The Overlimit Amount will remain due immediately until it is repaid.

However, if you have both an Overdue Amount and an Overlimit Amount, only the larger of the two amounts which remains unpaid will be added to your Minimum Amount Due in your next monthly statement to give the Amount Due This Statement on that statement. This amount will remain due immediately until it is paid in full. We will display both the Overdue Amount and Overlimit Amounts on the statement.

Also, you can't wait until the payment due date to pay the 'Amount Due Immediately' as specified in the monthly statement, this needs to be paid straight away. This amount will be the greater of either the Overdue Amount or Overlimit Amount. It's only the Minimum Amount Due that can wait until your payment due date.

24. What happens if you are having trouble paying?

Please call us as soon as you can if you find yourself having any financial problems and can't pay the Amount Due This Statement, or you think you might have problems making your repayments in the near future. For example, you may be off work for a period of time, have lost your job, broken up with your partner or had an injury which means you can't work. It's important that you don't ignore the problem.

Depending on what's happened you might be able to make an application for hardship. Basically, this means asking us to consider changing this agreement to make things easier for you while you're having problems, such as reducing the amount you have to pay us for a while. There are some rules around how often and when you can make a hardship application (these are under the Credit Contracts and Consumer Finance Act 2003) but we're happy to talk to you about this. If you leave it for too long, we may not have to consider your application. For more information you can call us on 0800 801 808.

25. Can you pay us more than the Amount Due?

Yes, you can. You can pay us more than the Amount Due This Statement or you can pay the full amount owing on the Card Account at any time. Your statement will show the closing balance as at the statement date, but this will not be the full amount owing if there have been any Charges since the statement date.

Paying more than the Amount Due This Statement one month doesn't affect how much you have to pay the next month though (that is, the next Amount Due This Statement will still need to be paid in full in the normal way, even if you paid extra the previous month).

26. What interest do you need to pay us?

The interest you'll need to pay will depend on how you use your card, and how much you choose to pay us each month, so we've set out the different situations in the table below and on the next pages.

<p>What interest you'll pay if you pay off everything listed on your monthly statement (that is, the full closing balance)</p>	<p>If you pay the full closing balance shown in your monthly statement by the payment due date, there's no interest to pay. It doesn't matter if you've used your card since the end of the statement period – you won't pay interest on those Transactions yet. So, if you always pay your closing balance in full on the payment due date, you may not pay us interest at all.</p> <p>There's a couple of important exceptions to this though – if you have unpaid Charges from a previous statement, if you have transferred a balance from another credit card or store card onto your Card Account, or you have made any Cash Advances in the current statement period, interest will be charged on these (see next page for details of the interest we charge for Cash Advances and Balance Transfers).</p> <p>We'll debit this interest to your Card Account on the statement date (you'll be able to see it on your monthly statement).</p>
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<p>What interest you'll pay if you make a Cash Advance or Balance Transfer</p>	<p>If you make a Cash Advance, you'll need to pay us interest on it at the 'Cash Advances' interest rate from when you made the Cash Advance (such as the day you took out the cash from the ATM) until it's repaid in full. See the Fees and Interest Rates Table to find out what the 'Cash Advances' rate would be.</p> <p>It is similar if you make a Balance Transfer onto your card, except that the interest rate that applies to the Balance Transfer from the date it's made until it's repaid in full (or we stop treating it as a Balance Transfer – that is, until it 'expires') will be advised to you at the time of the transfer.</p> <p>Your monthly statement will only show interest on a Cash Advance and/or Balance Transfer until the end of the statement period (that is, more interest will have built up since we sent you the statement).</p> <p>Remember that you may see an interest charge on the statement after you have paid off your Cash Advance and/or Balance Transfer in full – this will be for the interest between the previous statement date and when you made your payment.</p> <p>If you make your Cash Advance or Balance Transfer, and then pay the full amount of the Cash Advance or Balance Transfer before we issue your statement, you may see an interest charge on your statement. This is because interest starts to accrue when you make the Transaction, but is only charged to the account at the end of the statement period.</p> <p>We'll debit this interest to your Card Account on the statement date (you'll be able to see it on your monthly statement).</p>
<p>What Interest you'll pay at the end of your Interest Free Term?</p>	<p>If you pay the full balance of an Interest Free Transaction before the Interest Free Term expires, you will not pay any interest. However, if you do not pay the full balance of an Interest Free Transaction (for details as to how repayments will be applied, see paragraph 63) before the Interest Free Term expires, you'll pay interest at the current Prevailing Interest Rate from the day following the expiry of the Interest Free Term, until the date the outstanding amount is paid in full. We'll debit this interest to your Card Account on the statement date (you'll be able to see it on your monthly statement).</p>

What interest you'll pay if you only pay off your Minimum Amount Due

If you pay your Minimum Amount Due, but not the rest of your closing balance, you'll pay interest on all Transactions and some Charges left on your Card Account at the applicable interest rate. We don't charge interest on our fees. See the Fees and Interest Rates Table to find out what the applicable interest rate would be.

This interest will be charged from the time the Charge was debited to your Card Account (such as the time a purchase that you made with your card got charged to your Card Account). If you don't pay the full closing balance, you'll also need to pay us interest on any new Charges that have been made since the statement period.

And remember that Cash Advances and Balance Transfers are different – we explain on the previous page how interest gets dealt with for them.

We'll debit this interest to your Card Account on the statement date (you'll be able to see it on your monthly statement).

All interest that we charge is calculated by multiplying the relevant daily interest rate by all unpaid Transactions and Charges that accrue interest at that interest rate at the end of each day. The relevant daily interest is calculated by dividing the applicable interest rate by the actual number of days in the year.

27. What will the actual interest rate be?

These terms mention different kinds of interest rates that might apply to you (such as the 'Cash Advances' rate). The actual rate that applies for each Transaction at the time that we give you this document is listed in the Fees and Interest Rates Table given to you with your welcome letter and available at purplevisa.co.nz.

The exception is the rate that will apply to any Balance Transfers and the duration of the Interest Free Term for any Interest Free Transaction(s) you make (because we run promotions on these, we don't list interest rates for Balance Transfers or Interest Free Terms in the Fees and Interest Rates Table) – you'll need to ask us what rates we're offering on Balance Transfers at any time or check with the Participating Retailer on the current Interest Free Term, and if you do make a Balance Transfer or Interest Free Transaction(s) then you'll be told the applicable rate that applies to it and how long that rate will last for or the Interest Free Term.

We can change any of these rates and will let you know if we do (see section 64 for how we will do this). You can check what the up to date rates are on our website, purplevisa.co.nz. The rates that apply to you (and the duration of that rate) will also be on your monthly statement (including any Balance Transfer or Interest Free Transaction(s) you may have).

28. What happens if one of your payments is overdue?

If you haven't paid us when you were supposed to (such as not paying your Minimum Amount Due on its payment due date), we can do some or all of these things:

- charge you a late payment fee (See the Fees and Interest Rates Table, and paragraph 64 for information about changes to the amount of that fee), and/or

- do any of the other things described in paragraph 48, as you'll be what's known as 'in default'.

29. What happens if one of your payments to us doesn't go through?

If one of your payments to us is dishonoured or reversed (in other words, it doesn't get to us properly) you still need to make sure that your Minimum Amount Due is paid by the payment due date. If your payment fails to go through on time, you will be charged a late payment fee.

It's also important that you use the right reference details on your payment, so it can be applied to your account correctly. If your payment doesn't have the right reference details, there may be a delay in processing the payment to your account, or it may go to someone else's account.

If you think a payment you have made hasn't reached your account, get in touch with us to discuss it. We may need you to provide proof that you made the payment.

See the Fees and Interest Rates Table for the amount of the 'late payment fee' (and paragraph 64 for information about changes to that fee).

30. What fees can we charge you?

You agree that we can charge fees to your Card Account for issuing you with your card and your use of it. The fees that we charge at the moment are listed in the Fees and Interest Rates Table included with your welcome letter and are available at purplevisa.co.nz. Take a look – they cover things like annual fees, establishment fee, fees for late payment and issuing replacement cards.

We can change these fees. We can also bring in new fees that aren't listed in the Fees and Interest Rates Table. If we do, we'll let you know – see paragraph 64. Make sure you check out our updated fees, available at purplevisa.co.nz.

31. Can we charge anything else to your card?

As well as interest and fees, you agree that we can also charge any amounts that you (or the Main Cardholder, if that's not you) have to pay us under these terms to your Card Account. For example, any taxes (see paragraph 60), or costs that we have to pay in order to get our money back if you're in default – this is explained more in paragraph 49.

We can debit any amount you owe us under these terms to your Card Account, even if it means that your balance then exceeds your Credit Limit.

32. Getting Additional Cards issued

If you are the Main Cardholder, you can apply for a card for a family member, as long as they're at least 18 years old. The card will give them access to your Card Account (so they'll be able to use the card to make Transactions, which you'll pay for).

We'll need to confirm their identity before we can issue them with an Additional Card. We explain more about what will happen with the information we collect about Additional Cardholders in paragraph 56. An important thing to note, we may suspend the availability and issuing of Additional Cards from time to time without giving you notice of the change. If we do this, this will not affect Additional Cards already issued or their use.

If you would like an Additional Card on your account the Main Cardholder can call us on 0800 801 808 or log into WM Connect and complete the online form.

33. Who has to pay for Transactions made by Additional Cardholders?

The Main Cardholder. If you are the Main Cardholder, you're the one who will pay all Charges, whether you or an Additional Cardholder has made any particular Transaction.

If there's been a Security Event, a limit may apply to how much the Main Cardholder has to pay - this is explained more in paragraph 36.

If you're the Main Cardholder, you'll need to:

- make sure that every Additional Cardholder complies with these terms, and
- pay us if we suffer any loss relating to an Additional Card.

34. Other than using their Additional Card, what can Additional Cardholders do?

They can ask us for information about the Card Account, if the information is about their Transactions, or Charges that relate to their Transactions. They can also ask us what the account balance is.

Additional Cardholders can also set and update their PIN and cancel their card at any time. To do any of these things, they'll need to call us on 0800 801 808.

If an Additional Cardholder needs a replacement card because a Security Event has happened to their card, they should advise us directly so that we can try to prevent any unauthorised Transactions. We will reissue a card for the Additional Cardholder unless their card is cancelled by the Main Cardholder.

Additional Cardholders will not have access to WM Connect and we won't give them any personal information about the Main Cardholder or other Additional Cardholders.

35. What happens to Additional Cards if the Main Card is cancelled, or suspended?

If the Main Card is cancelled (by us or the Main Cardholder), or we suspend it, all Additional Cards on that Card Account will be automatically cancelled or suspended too based on the status of the Main Card.

36. What happens if your card is stolen, or someone's using your card who shouldn't be?

Let us know straight away if a Security Event happens to your card. The Main Cardholder can call us on 0800 801 803, 24 hours a day 7 days a week. Additional Cardholders can also call us to report their own card lost or stolen and we can apply a block on their card. If you tell us about it on the phone, we might ask you to put it in writing too - if this is a problem for you, tell us.

You will not be liable for any Transactions that occur as the result of a Security Event as long as you advise us as quickly as you can. However, you will have to pay for all the loss from the Security Event up until the time you tell us about it if you:

- kept a note of your PIN in writing somewhere,

- chose an inappropriate PIN (see paragraph 7 for more information about this),
- told or gave your PIN to anyone (even one of your family, or someone that seemed like they might have authority to ask for it, such as our staff),
- let anyone use your card,
- waited for an unreasonable amount of time before telling us that the Security Event had happened,
- acted fraudulently or negligently, or
- failed to safeguard your card or your card information or failed to retrieve your card following a Transaction.

We might charge you a fee if we have to issue a replacement card (see the Fees and Interest Rates Table and paragraph 64 for changes to that fee). Don't forget that you might need to get in touch with any Seller that you've set up automatic payments with if there's a problem with your card or you get a New Card, otherwise payments to them may not go through.

37. What happens if your card is lost, stolen, or damaged?

Always tell us if your card is lost, stolen or damaged. We'll send you out a New Card. Let us know if it doesn't arrive. We may charge you a fee for the New Card (see the Fees and Interest Rates Table and paragraph 64 for changes to that fee).

Remember to cut your damaged card in half (especially the chip), just to be sure. And tell any Seller that you've set up automatic payments with about your New Card details, otherwise payments to them may not go through.

38. What if you reported your card missing and now it's turned up?

If we have cancelled your card and replaced it we cannot reactivate your old card, so you should cut it in half (especially the chip).

39. Who has to pay for the Charges on a Card Account?

The Main Cardholder has to pay everything owing on the Card Account. This means any amount that has to be paid to us under these terms and includes:

- all Transactions made using the Main Card (that is, their card) or Card Account, and any Additional Cards, and
- all other Charges on the Card Account.

Additional Cardholders don't have to pay for amounts on the Card Account.

40. When you'll get statements, and what you'll see in them

We'll send, or make available to, the Main Cardholder a monthly statement of the Card Account. The statement will show all amounts debited or credited, including Purple Dollar redemption activity to the Card Account during the statement period. We will not issue a statement if you had no balance at the beginning of the statement period, no balance at the end of the statement period, and no debit, credit transactions or Purple Dollar redemption activity during the statement period. However, you can still access previous statements from WM Connect.

If you opt to receive your statement online, we'll send an email (which includes a monthly account summary) so you know when to log into WM Connect to view your statement.

We don't send statements to Additional Cardholders (though they can ask us for certain information if they like – see paragraph 34).

See paragraph 86 for information about when we'll assume you've received a monthly statement.

41. What you need to do when you get a statement

You need to check your monthly statement as soon as you receive it or we tell you it's available. Let us know as soon as you can if there are any mistakes on it, or anything else that doesn't look right. You might miss out on your chance to dispute a Charge if you wait too long before getting in touch (see paragraph 42).

42. What happens if you notice a problem on a statement?

If you think:

- there's a mistake on your monthly statement (like a Transaction, Interest Free Transaction(s) and/or Interest Free Term, Deferred Payment Plan or payment you've made to us doesn't seem to be showing up, or a Transaction or payment is there that you didn't expect to see, or there's a wrong amount shown on it), or
- there's a Transaction on the statement that's been made by someone who shouldn't have used the card or your Card Account,

you need to let us know within 30 days of the closing date of your statement (that is, within 30 days of the last date of your statement period). You will still need to pay the Amount Due This Statement on your current statement but if you query an amount in the way this clause sets out, then that amount (we call it the 'disputed amount') won't be included in your closing balance on the statement after you report the transaction and won't be included in the calculation of your Minimum Amount Due while we're investigating it.

We will however still include the amount when we are calculating your available balance. If the dispute is found in your favour, your available balance will increase by the disputed amount to show this. If the dispute is not found in your favour the disputed amount will be added back to your closing balance and will be part of your Minimum Amount Due on the statement after the investigation has finished.

If you have a problem with goods or services you've bought from a Seller, you need to talk to them directly about it – we're not responsible for this. Though do tell us if it means you're going to dispute an amount on your statement.

If you do query something on a statement, we'll look into the problem. If we ask you to, you'll need to clearly set out for us what you think the problem or mistake is in writing. You can do this by downloading the dispute form from purplevisa.co.nz and sending it to us.

If we investigate and believe that you were right, and there was a mistake, or someone has been using your card without your

knowledge, we'll correct your Card Account and this will be shown on your monthly statement. Though keep in mind that you may still have to pay for some of the losses if someone's misused your card – see paragraph 36.

If we investigate and believe that you should pay the disputed amount, we'll write to you and tell you why we've come to that decision. In this case, you might have to pay interest on the disputed amount from its original debit date (not from the date that we decide it should stay on your Card Account).

If you dispute a Transaction on your statement and we decide that it was a correct Transaction, we might also charge you a 'Disputed Transaction Fee' (see the Fees and Interest Rates Table, and paragraph 64).

If you leave it more than 30 days after the closing date before telling us there's a problem, you'll have to pay the disputed amount, so it's best to get in touch as soon as you can.

43. We'll send you a New Card before your card expires

Before your current card or your Additional Card expires, we'll automatically send you out a New Card with instructions on how to activate it. If the New Card hasn't arrived by the time your card expires, let us know.

A couple of exceptions apply though:

- we won't send a New Card to you at an address outside New Zealand,
- we won't send out a New Card if there's an Overdue Amount on your Card Account (or you're in default for another reason). But, if the default gets sorted out in a way that we're happy with, we'll send you a New Card then,
- we won't send out a New Card if your account has been inactive for 6 months with no balance owing on it, or
- any other circumstances where it may cause a Security Event.

By activating your New Card, you agree to our terms that apply to the card and Card Account at that time (so make sure you read them before you activate and use your New Card, as they may have changed since you got your old card). The most up to date version is always available for you to read at purplevisa.co.nz.

Please remember to cut your old card in half (especially the chip) once it's expired. You will also need to give your New Card details to any Seller that you've set up automatic payments to, otherwise these payments will fail.

Note, if we issue you a New Card during any Interest Free Term for an Interest Free Transaction or during a Deferred Payment Plan, the Interest Free Transaction or Deferred Payment Plan will not be affected.

44. What happens if you move overseas?

If you move overseas, we may continue your Card Account. We don't have to do this though - you may have to give up your Card Account and repay the full balance owing. Please give us a call if you're planning to move and we can talk it through.

We won't send New Cards to you if you're at an overseas address.

45. How to cancel a card

The Main Cardholder can cancel the Main Card and the Additional Cards, or a particular Additional Card, at any time. If the Main Card is cancelled (other than where a New Card has been, or will be, issued) or suspended, all Additional Cards will automatically be cancelled or suspended at the same time. Additional Cardholders can also cancel their own Additional Card at any time by calling us and asking us to cancel it.

If you want to cancel a card, tell us (by calling us or sending us a Secure Mail through WM Connect) and cut the card in half (especially the chip).

If you request for all cards on a Card Account to be cancelled, you'll need to pay us the full amount owing on the Card Account at once, unless you cancel your Card Account within 5 business days of receiving your welcome letter, in which case you will have 5 business days to pay us the full amount owing.

You'll need to pay us any Charges that are debited after the cancellation date too, if any Transactions or other Charges such as interest haven't been processed before then.

You'll need to make new arrangements with any Seller that you've set up automatic payments with using the card.

46. Can we ask you to pay us everything at once?

Yes, we can. We can ask you to pay the full balance on your Card Account at any time without giving you a reason if we decide to cancel your card (see paragraph 50).

The full balance on your Card Account would also become payable if you died (though if you're not the Main Cardholder this probably wouldn't be the case as we may just cancel the Additional Card).

There are also some things that, if they happen, might mean that it's more likely that we'd cancel your Card Account. If one of these things happen, you'll be 'in default'. See paragraph 47 for a list of these things. It's important to note that you don't have to be in default for us to cancel your card though.

If all cards issued under a Card Account are cancelled (including if you've cancelled them), you'll need to pay the full outstanding balance on the Card Account immediately.

If we have to pay people (such as lawyers or collection agencies) to help us get paid the money that you owe, you'll need to cover our reasonable costs (see paragraph 49). You'll also need to pay us interest until we've received the amount you owe in full. Any Charges that are debited after cancellation would also be added to the total amount you owe.

47. When would you be in default?

You'll be in default if one of the following things happens:

- the Minimum Amount Due isn't credited to your Card Account by the payment due date (we talk more about the timing that applies to your payments in paragraph 61),
- you're overdue with any other payment to us,
- any Cardholder breaches these terms,

- any Charges are made in excess of your Credit Limit,
- any payment to us is dishonoured or reversed (and you have made no other payment to us by another method in the meantime). For example, a direct debit you've set up to pay your Minimum Amount Due doesn't go through because you don't have enough money in your other account,
- any information you've given us about you or your Card Account is not true, or gives us the wrong impression,
- the Main Cardholder is insolvent, or
- you breach any other agreement (not this one) with us.

48. What happens if you are in default?

If you're in default, we might do one (or more) of the following things:

- charge you a 'late payment fee' (see the Fees and Interest Rates Table and paragraph 64 about changes to that fee),
- suspend your Card Account (so that your card can't be used until we agree it can be used again),
- cancel your Card Account and all cards under it and ask you to pay us everything on the Card Account at once (if we ask you to do this, those amounts will all become due immediately),
- cancel any other card or card account or loan you have with us, and/or
- cancel or suspend any other services we provide to you.

As we mentioned above, you don't have to be in default for us to cancel your Card Account though. We talk more about our general right to cancel your card in paragraph 50.

49. Other costs that you might have to pay if you're in default?

The Main Cardholder has to pay us our reasonable costs of recovering or trying to recover any money that's due on the Card Account or enforcing our other rights under this agreement. So keep in mind that if you don't pay when you should, as well as paying back the money you owe and any extra fees, we'll probably need the services of other professionals and specialists to help us get the money back and you'll have to pay their costs as well.

These costs would be likely to include lawyers' fees (on a solicitor/client basis) and the costs of using a collection agency. Collection agencies often charge a fee which is a set percentage of the amount of money they are recovering. The costs will vary, depending on things like the kind of default and how long it takes for us to get repaid.

We would pass any third party fees on at cost (that is, they'd be added to the total amount you owe).

We may also provide details of your default to a credit reporting company. This will affect your credit rating and might affect your ability to get credit from other companies in the future.

50. We can cancel your card at any time (you don't have to be in default)

Your card belongs to us. So we can cancel, suspend or restrict the way you use it (or the Card Account) at any time. You don't need to be in default, or to have done anything wrong.

If we do cancel your card (or Card Account) for any reason:

- the card needs to be cut in half (especially the chip), and
- the Main Cardholder will have to pay us the full outstanding balance on the Card Account at once (that is, everything that's owing - including any Charges that are debited after cancellation, and any costs that we have to spend getting repaid or trying to get repaid).

The position is different if we're cancelling an Additional Card and not the whole Card Account. In that case, the Main Cardholder can continue to pay us in the usual way (but remember, if the Main Card is cancelled then all Additional Cards get cancelled automatically).

Remember to make other arrangements with any Seller you've set up a bill payment with if your card is cancelled or suspended. You'll still have to pay us for the Charge if you don't tell them and their bill payment gets debited to your Card Account.

As well as being able to cancel your card and Card Account, we can at any time cancel or suspend any other services we provide to you.

51. What information about you will we collect?

You agree that we can:

- collect personal information from you, including information about your name and contact information, personal finances, computer or network and interaction with SBS Money Limited, Finance Now Limited and/or Southland Building Society.
- ask for information about your personal finances from credit reporting agencies, your current and previous employers, and any other person (including any bank, store or lender you've dealt with in the past, or have applied for a loan or card from),
- check your personal information (such as your address) against records held by government agencies (such as New Zealand Transport Agency), or get information about you (such as a driver licence confirmation) from government agencies (this is in addition to any personal information you've already given us),
- record any telephone calls between us and record your use of WM Connect (including email, webchat and WM Connect Secure Mail communications) for training or security purposes, or to use as evidence.

52. What if you don't want to give us some information that we've asked for?

Tell us if you don't want to provide any information asked for in any of our forms. If you don't give all the information, it might mean that we won't (or can't) provide you with the products or services you're applying for, or in the case where you are already receiving these, have them cancelled or suspended. But we might be able to provide some of them, so talk to us.

53. We'll look after your information

SBS Money Limited creates, collects, stores and maintains Cardholder data in its operations of customers' Card Accounts. You can be assured that, as an entity that handles Cardholder data, we operate in accordance with strict requirements for protecting your Cardholder data set out in the Payment Card Industry Data Security Standard ("PCI DSS"). Refer to pcisecuritystandards.org for more information.

We'll make sure that any information about you is held securely. It may be stored physically or electronically (in New Zealand or overseas) by us, another member of The SBS Group, by a member of The Warehouse Group or by someone else (they'll be required to hold it on a confidential basis).

We'll comply with our obligations under privacy laws (including the Privacy Act 2020). We'll also take reasonable steps to make sure your information is accurate (You have the right to check the information we've got about you is right – see paragraph 58).

We won't give your personal information to anyone else, except in the circumstances described in this document, or with any other agreement or terms with you.

54. What might we use your information for?

You agree that we can use personal information about you to do the following things:

- decide whether you're a suitable person to be a Main Cardholder or have a card,
- open your Card Account, and manage and run it, including enforcing any defaults on your Card Account,
- approve Transactions that you've made using your card,
- decide whether to approve any Balance Transfer, Interest Free Transaction(s) or Additional Cardholder that you've requested,
- monitor your card and Card Account for fraud or criminal activity,
- decide whether to change your Credit Limit,
- decide whether to give you any other cards, loans or insurances, offered by us or any other members of The SBS Group, if you apply for them,
- let you know about The SBS Group's or a member of The Warehouse Group's products or promotions, via text messages, emails, an on-line facility (without an unsubscribe facility), telephone or post. If you ask us not to give you this information, we'll stop,
- provide other services to you and manage your relationship with us,
- help us to run and develop The SBS Group's or a member of The Warehouse Group's business,
- meet our obligations and those of other members of The SBS Group or a member of The Warehouse Group under laws, including the Anti- Money Laundering and Countering Financing of Terrorism Act 2009,
- conduct market research and statistical analysis, and

- monitor whether information must be disclosed to a tax authority for taxation purposes.

We won't sell or give away your personal information to people outside The SBS Group or The Warehouse Group for marketing purposes.

55. Who can we give your personal information to?

You agree that we can give your information to:

- other members of The SBS Group (who would hold it on a confidential basis),
- any other person that you're applying for the product with (such as the policy holder of an insurance policy or someone who's going to be responsible for paying for a Card Account), if we find out something about you that might mean we don't think you're a suitable person to have the product,
- members of The Warehouse Group (who would hold it on a confidential basis),
- our agents and other people who provide us with services,
- reputable market research organisations (you won't need to take part in any market research if you don't want to, and you can tell us if you don't want your details given out for this purpose),
- credit reporting agencies (see paragraph 59),
- debt collection agencies and law firms,
- anyone that we transfer our rights and obligations under this document to, or that we're considering transferring them to,
- anyone else that we need to contact so that we can carry out your instructions (such as a Seller that you've set up a regular payment to), or the provider of an existing card if you want to do a Balance Transfer, and
- a tax authority if we are required by law to provide the information.

You agree that we can also give any Cardholder information about their own card under the Card Account and details of the total account balance.

56. Will we use information about Additional Cardholders in the same way?

Mostly yes, though we won't give information about Additional Cardholders to credit reporting agencies.

57. The law might require us to give someone your information

We might sometimes be legally required to give your personal information to someone. For example, we might have to give it to the police, a court or a government agency (including a tax authority such as Inland Revenue) in New Zealand or overseas. We'll only give out your information if we reasonably believe the person asking for it has the proper authority, or that we're required by law to provide it. We'll always try and give you notice beforehand unless we are prevented from doing this practically or by law (we may not be allowed to tell you that someone is asking for your information). You agree to give us information if we ask

you for it to help us (or another member of The SBS Group or a member of The Warehouse Group) comply with laws and treaties.

58. Can you check what information we hold about you, and correct any mistakes in it?

Yes. You have the right to see the personal information we hold about you. You can also ask us to correct any mistakes in it. If you ask us to correct your information and we don't (because we don't agree that it needs correction), you can ask us to include a note on your personal information saying that you asked for correction but it wasn't made.

59. What we can tell credit reporting agencies about you, and what they'll do with that information

You agree that the information we give about you to credit reporting agencies may include:

- repayment history information (that is, whether or not you've made your monthly payments to us when they've been due),
- your credit limits with us,
- whether any of your accounts with us are open or closed,
- details of any overdue or dishonoured payment, and
- your identification (for example, driver licence details).

It may also include any other information we hold about you or your Card Account.

Sharing this type of information is known as 'positive credit reporting', because it doesn't just cover any payments you've failed to make but gives a more complete picture of your financial position.

The credit reporting agency may hold on to this information and provide it to their customers as part of their credit reporting services (as permitted by the Credit Reporting Privacy Code). Their customers might include debt collectors, credit providers, potential landlords, employers or insurers.

If you want to know more, you can:

- ask us which credit reporting agencies we use and how to get in touch with them, or
- find out more about positive credit reporting on the New Zealand Privacy Commissioner's website: www.privacy.org.nz.

60. You'll need to pay any taxes that apply

Taxes might apply to your use of your card or your Transactions. You agree to comply with any tax laws that apply (including paying any taxes), and to indemnify us if you don't comply. For example, we can ask you to pay us if we suffer any loss because you haven't made a tax payment when it's due.

If we have to pay any taxes (or we receive a lower amount than we would otherwise have done because of a tax deduction) relating to your Card Account or the use of your card, including any Charges or payments you make to us, we can charge you the full amount of the tax or deduction (or part of it, if we believe that's reasonable). We won't charge you if we're not allowed to under law though. We might charge the amount to your Card Account in advance (before the tax is paid or deducted).

61. How to pay us

Everything you pay to us needs to be in New Zealand dollars.

You can pay us by:

- Internet banking – if you are registered for internet banking with your bank, you can set us up as a payee (search for Purple Visa Card) and make one-off payments to us each month to repay all or part of your balance via online banking. Remember it takes 1-2 business days to clear a payment from online banking.
- Automatic payment – if you are registered for internet banking with your bank, you can also set up an ongoing automatic payment to us of a specific amount at regular intervals (for example, weekly or monthly). Remember it takes 1-2 business days to clear a payment from online banking.
- Over the counter payment at NZ Post – just take your latest Purple Visa Card statement to your nearest NZ Post. If you choose to pay at NZ Post, there will be a fee of \$150 payable at the PostShop. The fee will show on your receipt given to you at the PostShop, but it won't show on your statement.
- Direct debit – you can download and complete a direct debit form from purplevisa.co.nz or request we send you one. Setting up a direct debit from one of your accounts to us allows you to pay either the Minimum Amount Due, a fixed amount of your choice, Optional Payment to Minimise Interest Charges (when applicable) or the closing balance in full each month (whichever you prefer), without you having to make a manual transfer each time. If you want to stop your direct debit payment, you'll need to contact us 48 hours prior to your direct debit payment due date. If you want to change any of the details of your direct debit you will need to let us know and complete a new direct debit form.

You can find this information on purplevisa.co.nz or WM Connect. If you can't pay in one of these ways, you can discuss alternatives with us. However, we prefer electronic payments.

Your payment due date will be set out in your monthly statement. If it happens to fall on a day that isn't a business day, you'll need to pay the Minimum Amount Due before the due date instead.

The new due date will be the closest business day to the original due date (being a date before the original due date). So, if your original due date falls on a Sunday for example, the new due date will probably be the Friday before that, as long as it's not a public holiday in New Zealand. You can check with us if you're not sure when your payment is due.

Remember that any Overdue Amount and/or Overlimit Amount (whichever is the greater) that is included in your Amount Due This Statement has to be paid immediately, you can't wait until your payment due date (see paragraphs 20 and 23).

The Amount Due This Statement has to be paid in full. You agree that you won't (and you give up any right to) set off any amount that we may owe you against any amount that you owe to us (that is, by only paying us the net amount).

You also agree not to deduct any amount from money you owe to us (unless you're legally required to make that deduction).

62. When are your payments to us counted as made?

Your payments will only be considered made to us once they're credited to the Card Account.

Depending on how you pay, a delay of two business days is normal before your payment is credited to your Card Account. So, you'll usually need to arrange for payments to be transferred a few days before the payment due date to make sure they're credited to your Card Account.

63. How will amounts you pay to us be applied?

It is always up to us how to apply payments, and we've outlined the general rule we follow on our website. You can find this information on purplevisa.co.nz/support/faqs.

64. These terms can change

We may change any of these terms, or any other terms that apply to your card or Card Account, at any time. This could include changes to:

- any interest rate,
- the amount you are required to pay each month,
- the timing for payments you need to make, and how often they need to be made,
- the amount of any fee or charge,
- the Credit Limit,
- the way we calculate or charge interest,
- any term that applies to Interest Free Transaction(s) and/or Interest Free Term,
- any term that applies to Deferred Payment Plans, and
- any term that applies to Purple Dollars.

We can also change the terms by bringing in a brand new fee or charge.

We'll give you notice within five days of making any change, if we are required to do so, in accordance with the law. You agree that we may give you this notice:

- electronically (such as by email, including an email that has a link to our website or a new set of terms), or by post, or
- in the case of a change to any interest rate or the amount of any fee or charges, by:
 - making the information available on purplevisa.co.nz and/or WM Connect, and
 - publishing a notice in a major daily newspaper.

If we change any interest rate, you'll also see the new rates on your monthly statement.

If you're not happy with any change we make, you can always cancel your card or Card Account. See paragraph 45 for more information about cancelling cards and what you'll have to pay us if you do.

65. Things that we're not responsible for

Unless the law requires otherwise, we aren't liable to you (or anyone else) on any basis for the things listed below. If you (or they) suffer any loss or cost that's listed below, or because of one of these things happening, we don't have to cover that loss or cost in any way (by paying you money or doing anything else).

- Your information being given to someone because you haven't given us your new contact details (for example, old mailing address or sending a Key Code to your old mobile phone number because we do not have your new one).
- The actions of an Additional Cardholder on your account or a dispute between a Main Cardholder and an Additional Cardholder.
- Any dispute between you and a Seller.
- The actions of any Seller.
- Any defect or problem with any goods or services you've bought using your card or your Card Account (including any goods or services that you've been introduced to by The SBS Group or The Warehouse Group).
- Any Seller refusing to accept your card, or not following an authorisation process.
- Something happening that we can't reasonably control (for example, mail not being delivered properly).
- Circumstances caused by a third party doing something (or not doing something). For example, a mechanical or systems failure that affects you such as an ATM not working.
- Indirect or consequential loss, or loss or damage that doesn't directly and naturally result from something we've done or failed to do. Any liability that we may have under this agreement is limited to direct loss you might suffer because we've failed to do something we should have done relating to your Card Account or your card.
- Any loss of profit or other economic loss, or damage to reputation.
- Refusing to act or delaying if we get contradictory instructions about your Card Account or acting on one set only of contradictory instructions.
- Any action of (or failure to act by) Visa.
- Anything done (or not done) by the provider of your other credit card or store card where the balance of that card has been transferred onto your Card Account (that is, where you've made a Balance Transfer).

This paragraph doesn't limit any rights you might have under the Consumer Guarantees Act 1993 or Credit Contracts and Consumer Finance Act 2003. If any legislation applies, our liability is limited to the greatest extent allowed under that law.

66. We can set off amounts you owe us against amounts we owe you

If we owe you any amount under any agreement between us, we can set this off against any amount that you owe us (so that only the net amount, or balance, needs to be paid). We can apply a set off in any way that we believe is reasonable.

67. If we tell you an amount is due, this will bind you unless it's clearly incorrect

If we give you written notice of any amount you owe (including the amount of any Transaction), you agree not to dispute it unless there is an obvious error (See paragraph 42 for what to do if you notice a mistake on any statement).

Also, a copy of any document relating to your Card Account can be used as evidence of its contents for any purpose (so no other evidence would need to be provided).

68. Purple Dollars

'Purple Dollars' is the reward and loyalty scheme that is connected to our Purple Visa Card Account. Purchases that are charged to Purple Visa cards will automatically earn Purple Dollars provided they are Eligible Transactions. 'Eligible Transaction' is explained in the glossary but it just means that certain types of things won't earn Purple Dollars, like Cash Advances, Balance Transfers, Interest Free Transaction(s) or other amounts that may be shown on your Card Account, such as our fees or taxes that we've had to pay in connection with your Card Account.

The Purple Dollars that you earn aren't your property and you can't transfer them to anyone else or to another credit card account.

69. Who earns Purple Dollars?

Every Eligible Transaction by the Main Cardholder or an Additional Cardholder will earn Purple Dollars. However, all Purple Dollars earned are applied to the Main Cardholder's Purple Dollars Account and only the Main Cardholder can authorise the redemption.

70. How are Purple Dollars earned?

Purple Dollars are earned on all Eligible Transactions as soon as you start using your Card. You will earn 1 Purple Dollar for every NZ\$150 you spend on Eligible Transactions.

We will add your Purple Dollars for an Eligible Transaction to your Purple Dollars Account when we process the Transaction (when we process the Transaction will depend on when we receive it for settlement).

We might cancel or suspend your Purple Dollars Account if you are in default or if an Additional Cardholder is in default (see paragraph 47 for when you might be in default and paragraph 76 talks about what happens when your Purple Dollars Account is cancelled).

71. What happens if you get a refund on your card?

If you get a refund on your card because you have returned a purchase to a Seller, the Transaction will be reversed on your Card Account. We may adjust the Purple Dollars you have earned on that transaction.

If the amount of a Transaction was fully or partially offset by a Purple Dollar redemption, you can get a refund for that transaction from the Seller. However, your Purple Dollar redemption will not be reversed because of the refund provided by the Seller.

72. How do you know how many Purple Dollars you have?

Your Purple Dollars balance is updated when your credit card transaction has been processed in our system. You can check your balance by logging into WM Connect, calling us on 0800 801 808 or checking your monthly statement.

We will do our best to show an up to date record of your Purple Dollars on WM Connect, but please allow a couple of days from when Purple Dollars were redeemed for this to be updated on WM Connect.

73. How do you redeem your Purple Dollars?

Purple Dollars can be redeemed when either the Main Cardholder or the Additional Cardholder makes a purchase at any Participating Retailers, either in-store or online. The Purple Dollar Account must have a balance of at least ten (10) Purple Dollars and the Eligible Transaction must be for at least \$10. Each Purple Dollar equals one (1) New Zealand Dollar.

When you've completed a purchase, the Main Cardholder will receive a SMS asking them if they would like to redeem their Purple Dollar balance for that purchase. Simply respond with a 'yes' and we'll take care of the rest.

Once you accept the offer, we'll send the Main Cardholder a confirmation email of the purchase. Then once we've processed your request, your new Purple Dollars balance will be shown on WM Connect shortly after and on your next statement, along with the credit applied.

You can redeem your Purple Dollars at any time, unless you or an Additional Cardholder, are in default (on any SBS Money Limited account) or the Card Account has been blocked because of a Security Event.

Purple Dollars cannot be redeemed at any other retail stores, or in any other way. You can't redeem Purple Dollars for an Interest Free purchase, to pay us any money (such as your Minimum Amount Due), sell or exchange your Purple Dollars for cash and you can't give them to anyone else or transfer them to another account. Visit purplevisa.co.nz for Participating Retailers and the purplevisa.co.nz/support/faqs section for more information on how Purple Dollar redemption works.

74. What happens if there's a problem with the goods you purchased using Purple Dollars?

If you have any issues or concerns with the goods or the services that you purchase using your Purple Dollars, then you'll need to get in touch with the relevant Participating Retailer where you made the purchase. They'll be responsible for dealing with any problems. The handling of any repairs, refunds or replacements will be done by the relevant Participating Retailer at their discretion and you should get in touch with them with any warranty claims too.

Unless the law requires otherwise, we don't make any warranties or representations about goods or services you buy from Participating Retailers and we're not liable or responsible for their quality or fit for purpose, or for any issues arising from your use of them.

75. What happens if you notice a problem with your Purple Dollars balance?

If you think there's a problem with your Purple Dollars Account, such as someone redeeming your Purple Dollars who shouldn't have, or Purple Dollars not being added or deducted from your Purple Dollars Account when or how they should have been, you need to let us know within 30 days of the closing date of your statement and we will investigate. Following the investigation we may refund or add the appropriate number of Purple Dollars to your Purple Dollars Account. We will not refund any Purple Dollars if we believe that the problem with your Purple Dollars Account came about because you did one of the things mentioned in paragraph 36 (such as letting someone else use your card).

76. Cancellation of your Purple Dollars

If your Card Account is cancelled, your Purple Dollars Account and all your Purple Dollars will also be cancelled. If only an Additional Card is cancelled, the Additional Card will no longer earn Purple Dollars but all Purple Dollars earned on the card before it is cancelled will stay on the Purple Dollars Account.

If you close your Card Account, your Purple Dollars Account will be closed and all Purple Dollars will be cancelled.

If your Purple Dollars are cancelled we don't have to pay you any money for them, or otherwise give you any compensation for losing them.

77. We can end Purple Dollars at any time

We may close (or terminate) the Purple Dollars scheme at any time. If this happens we will give you seven days notice before we close or terminate the scheme. You'll need to redeem any Purple Dollars that you've earned within this time or they'll be cancelled when the scheme ends. We won't be liable to you for any Purple Dollars that aren't redeemed during the notice period.

78. Our rights aren't affected if we don't act straight away, or only take some of the action that we can take

Our rights under this agreement aren't waived or affected just because we don't exercise them, or don't exercise them as soon as we can.

If we exercise one of our rights once, or only partly, it doesn't mean we can't exercise that right again or fully, or exercise other rights.

79. We can transfer our rights or obligations under this document

We can assign or transfer any of our rights or obligations under this agreement to anyone we choose without having to get your agreement or tell you about it, unless prohibited by law. That person can then use our rights and/or carry out our obligations under this agreement.

We may also appoint an agent or contractor to help us operate Purple Dollars and we can assign our rights and obligations under the Purple Dollars Scheme separately from your Card Account. If we do this you will still be able to redeem your Purple Dollars in the same way though.

80. You can't transfer your rights or obligations

You can't assign or transfer your rights or obligations under this agreement unless we agree in writing first.

81. New Zealand law applies to this agreement

New Zealand law applies to these terms and your Card Account and Purple Dollar Account.

82. What to do if you're not happy with us

We want to make sure that you're happy. So if you feel we've done something wrong, let us know so we can try to put things right. The best ways of getting in touch with us are set out in paragraph 83 on the next page.

If you're still not happy after we've had a chance to fix the problem, you can get in touch with the Insurance and Financial Services Ombudsman Scheme (your reference is SBS Money Limited FSP418487). They run a free independent scheme for solving disputes (so they'd work with both of us to fix the problem without taking sides).

You can get in touch with them by calling 0800 888 202 or +64 4 499 7612, or you can email them at info@ifso.nz. They also have a website at www.ifso.nz which explains how they can help.

Sometimes it takes a bit of time for us to sort out the problem (though we'll do our best to fix it quickly). Please give us 20 business days after you make a complaint before you get in touch with them.

83. How to get in touch with us

If you've got a question or a problem you can:

- call us on 0800 801 808 (if you're calling from New Zealand).
- call us on +64 9 212 5234 (if you're calling from outside New Zealand),
- write to us using WM Connect Secure Mail,
- send us a letter at PO Box 1204, Invercargill 9840, New Zealand, or
- visit our website at purplevisa.co.nz.

84. We can act on your instructions if you send them through WM Connect Secure Mail or an e-mail, or if you call us

You agree that we can act on any instructions you give us through WM Connect Secure Mail, email or telephone (including text messages), or any other electronic means, as long as we reasonably believe that the instruction is genuine. (We'll follow our normal security procedures, and any authority documents we hold for you).

You also agree to indemnify us against any losses, costs or claims that we suffer if we do act on any instruction given in one of these ways.

85. How we'll get in touch with you

You agree that we can contact you at the addresses and on the phone numbers you've given us. This includes sending you emails, or calling or texting, where you've given us your email address or telephone number. If you've given us your email address, we may send you an email that lets you access a notice or statement about your Card Account, Purple Dollar Account or card from a website or the internet, including any notice about a change to these terms.

86. When we can assume that you've heard from us

You agree that we can assume that you've received any letter we send seven days after we post it. If you've given us your email address, you agree we can assume you've received the email the day after we send it (or once you acknowledge receipt, such as by replying to it), unless you tell us there's a problem with the email being received or we get an automatic error message after sending the email.

GLOSSARY

The meanings of the words or expressions in bold below are set out next to them.

Additional Card means an extra card, issued to an Additional Cardholder so that they can access the Card Account.

Additional Cardholder means a person over the age of 18 who the Main Cardholder has requested a card be issued to in order for that person to access the Card Account.

Amount Due This Statement means:

- if you have no Overdue Amounts and your balance isn't higher than your Credit Limit, the Minimum Amount Due, or
- if you have Overdue Amounts or have gone over your Credit Limit, the Minimum Amount Due together with the Overdue Amount or/and the Overlimit Amount, whichever is the greater applies.

ATM means an automatic teller machine with the Visa logo. It may be in New Zealand or overseas.

Balance Transfer means any amount that you owe that's been moved on to the Card Account.

Card Account means the credit card account provided to you by us, debited and credited with Charges and accessed using your card.

Cardholder means the person named on a card. It includes the Main Cardholder and any Additional Cardholders.

Cash Advance means using your card to take out cash. As well as taking out money from an ATM, it includes transferring money using an ATM, or buying travellers' cheques or foreign money with your card.

It may also include other uses of your card, such as buying gambling chips and using it for other types of betting.

Cash Advance Fee means a fee we'll charge you for making a Cash Advance.

Charge means:

- the amount of a Transaction you've made using the card (this includes any additional charge or fee that a Seller's applied to the Transaction),
- the amount of an Interest Free Transaction,
- fees,
- interest,
- taxes, and
- any other amounts that are to be paid to us under these terms or charges that apply to the card or are debited to the Card Account.

Credit Limit means the maximum amount on the Card Account that we have approved you to have access to at any time.

Customer Number means the 9 digit number assigned to you when you were approved for your card. You can find this in the bottom left hand corner on the back of your card, on your welcome letter and on your monthly statement.

Deferred Payment Plan means, in respect of an Interest Free Transaction, where we have agreed that no repayments of the amount of the Interest Free Transaction will be required until after the expiry of the relevant promotional period.

EFTPOS Terminal means the payment terminal or device that enables you to use your card to pay a Seller for goods or services, or to withdraw cash from a Seller.

Eligible Transaction means any Transaction other than a Cash Advance, Balance Transfer, Interest Free Transaction, fees, interest and any insurance payments.

Fees and Interest Rates Table means the table headed 'Credit Card Rates and Fees' which is given to you with your welcome letter and which can also be found at purplevisa.co.nz (the most up to date fees and rates will always be on our website).

Insolvent means:

- the person is bankrupt,
- the person stops paying their debts,
- the person can't pay their debts (or under law it's presumed that they can't),
- an official (a liquidator, official assignee, trustee, receiver, administrator, statutory manager or someone similar to those) is appointed to the person or their assets, or someone tries to get this type of official appointed, or
- someone the person owes money to takes steps to get their money back because it hasn't been paid (such as taking the person's property, or trying to take it, to pay off the debt).

Interest Free Transaction(s) means the use of your card or Card Account to complete a Transaction with a Participating Retailer where we have agreed that the amount of the Transaction will not accrue any interest for the relevant Interest Free Term.

Interest Free Term means, in respect of an Interest Free Transaction, the period of time (usually 6, 12, 14, 36 or 60 months) we have agreed that interest will not accrue as set out on the purchase confirmation receipt for that Transaction.

Key Code means a numeric code sent to the mobile phone number you gave us to contact you and that is used to help verify your identity online. Before you can do certain things, you will be asked to type in the Key Code we've just sent to your mobile.

Main Card means the Main Cardholder's card.

Main Cardholder means the person who applied for the original card, is named as the holder of the Card Account and is liable for all Charges.

Minimum Amount Due means the minimum amount you'll need to pay us each month, as explained in paragraph 22.

New Card means a renewal card (you'll get this if your current card expires) or a replacement card.

NZ\$ means the lawful currency of New Zealand (that is, New Zealand dollars).

Contactless payment limit means the limit up which (or under which) you can transact contactless transactions without using a PIN. Refer to purplevisa.co.nz/support/faqs for the Contactless payment limit.

Optional Payment to Minimise Interest Charges is a payment option shown on your statement, to help you reduce the amount of interest you may need to pay. That amount is made up of the outstanding balance of your standard purchases, cash advances, fees and interest charges, and the balance of any interest free transaction(s) that have, or are about to, expire. It also includes the minimum amount due on your interest free transactions. It's up to you how and what you pay, however if you pay this amount you'll minimise the interest you'll pay.

Overdue Amount means any payment that you should have made to us that wasn't made on its due date. For example, if you don't pay your Minimum Amount Due on the payment due date.

Overlimit Amount means, if you go over your Credit Limit, the difference between your balance and your Credit Limit (that is, the excess amount).

Overseas Transaction means an online Transaction in a foreign currency or a Transaction made outside of New Zealand (for example, a payment you make from New Zealand to a Seller that is based overseas or Cash Advances that you make using your card when travelling overseas).

Participating Retailer means each retailer listed on purplevisa.co.nz as being a participating retailer.

PIN means the confidential number that Cardholders use to access their Card Account when using an ATM or EFTPOS Terminal (It stands for 'personal identification number'). Your welcome letter will tell you how to set up your PIN.

Prevailing Interest Rate means the then current standard purchase interest rate (as disclosed in the Fees and Interest Rates Table).

Purple Dollars Account means the account attached to your Card Account to which Purple Dollars are added based on Eligible Transactions and from which they can be redeemed in accordance with these terms.

Security Event means:

- your card has been lost or stolen,
- someone else has found out your PIN (or you think someone could have),
- someone else has used your card (or you think they might have),
- a New Card hasn't arrived in the post, or
- any other thing has happened that you think could allow an unauthorised person to use your card or Card Account or Purple Dollars Account.

Seller means a person or organisation that accepts cards to be used to pay for their goods or services.

terms means these Purple Visa Card Terms and Conditions.

The SBS Group means:

- us, and
- any other member of the SBS Group, which includes but is not limited to the Southland Building Society (trading as SBS Bank), Finance Now Limited, Funds Administration New Zealand Limited (trading as FANZ) and Southsure Assurance Limited (trading as SBS Insurance).

The Warehouse Group means any member of The Warehouse Group, which includes but is not limited to companies that trade the brands The Warehouse, Warehouse Stationery, Torpedo7, Noel Leeming, 1-Day and/or The Market.

Transaction means the use of a card by a Cardholder, including:

- the purchase of goods or services from a Seller,
- an Interest Free Transaction,
- making automatic bill payments,
- making Cash Advances, or
- making a Balance Transfer onto the Card Account,

however the transaction is carried out (such as using an ATM, an EFTPOS Terminal, providing card details over the internet or telephone, or any other method).

Visa means Visa International Service Association.

Warehouse Money, we, our and **us** means SBS Money Limited. If we transfer any of our rights or obligations under this document to someone else, those terms will instead mean the person we've transferred them to.

WM Connect means the system we have set up to let you connect to us through the internet so you can manage your Card Account, see recent Transactions you've made, view your monthly statements, send us secure messages and change some of your details. Only the Main Cardmember can access this system.

WM Connect Secure Mail means the messaging service available on WM Connect.

you and **your** means each Cardholder or the Main Cardholder (depending on where and how the term is used in this document). If in any case this includes more than one person, it means each of those persons individually and any two or more of them together.

A few other explanations

When we talk about:

- **this agreement**, we mean these terms,
- a **business day**, we mean a day (other than a Saturday or Sunday or a national public holiday) on which banks are open for general business,
- a **card**, we mean the Purple Visa Card that's been issued for your Card Account,
- your **closing balance**, we mean the total amount owing on your Card Account at the end of the statement period. It's the amount shown in your monthly statement (Your current balance may be higher than this amount though – see paragraph 26),
- your **closing date**, we mean the last date of your statement period (that is, the period covered by your monthly statement),
- something being **credited** to your account, we mean that you've made a payment or received a refund on your Card Account, or any Charge has been reversed (so the amount you owe us has gone down),
- a **current card**, this means a card that has been issued and hasn't expired, or isn't blocked, cancelled or suspended,
- something being **debited** to the Card Account, we mean an amount that's been charged to the account (such as a purchase that's become due so has been added on to the overall amount you owe us),
- you being **in default**, we mean one of the things in paragraph 47 has happened,
- **laws**, we mean common law and any legislation, order, regulation, treaty, sanctions or similar rules that apply either in New Zealand or overseas (and similar terms like **legally required** and by **law** should be read in the same way);
- your **payment due date**, we mean the date shown in your monthly statement. It's the date that you have to pay your Minimum Amount Due on or by. Remember that it might actually be earlier than the date mentioned in the statement, if that date doesn't happen to be a business day (see paragraph 61),
- a **person**, we may mean an organisation,
- your **statement date**, we mean the date that we issue your monthly statement,
- your **statement period**, we mean the period of time that is covered by your monthly statement. The dates will be shown on the monthly statement, and
- **taxes** we mean any tax, levy, duty, deduction, charge or withholding by any government agency or under any applicable law (including goods and services tax).

