

Snapper Services Terms of Use

Revision Date: [13/12/2017]

INTRODUCTION

1. **Scope:** These terms of use ("**Terms**") govern your:
 - a. possession and use of Radio Frequency Identification or contactless chips embedded in smartcards and other items ("**Cards**") that are issued by Snapper Services Limited ("**Snapper**", "**we**", "**us**", "**our**") or our authorised agents;
 - b. access to, and use of, the Snapper Android App and the Snapper iOS App ("**Snapper Apps**"), in conjunction with the Snapper Apps' terms of use ("**Terms of Use**"); and
 - c. access to, and use of, MySnapper, in conjunction with the MySnapper Licence Agreement;
 - d. access to, and use of, the website at www.snapper.co.nz (the "**Website**"), and any account that you create on the Website or on the Snapper Apps (an "**Online Account**").
2. **Cards:** We operate the Snapper system in respect of your use of the Cards in accordance with these Terms. Cards are issued by us or our authorised agents.
3. **Terms:** All Cards are issued subject to, and must be used in accordance with, these Terms. By purchasing, ordering or using a Card, you accept all of these Terms. If you do not accept these Terms, you must refrain from using any Card.
4. **Changes:** We may revise these Terms from time to time. Changes to these Terms will take effect immediately once they are published on the Website. We will endeavour to give you two weeks' notice of any changes to these terms. Notice will be given through a range of media, including the Website. If you have a registered Card and you have opted to receive updates from us, you will also receive an email message advising of any changes. You are responsible for ensuring that you are familiar with the latest Terms. By ordering, or continuing to use, a Card after we have published revised Terms, you agree to be bound by the revised Terms.
5. **Defined terms:** Where a definition is set out anywhere in these Terms, that definition shall apply to the rest of these Terms unless the context otherwise requires.
 - a. "**Authorised Merchants**" has the meaning given to it in Section 49 ('Authorised Merchants').
 - b. "**Transport Service Providers**" has the meaning given to it in Section 43 ('Transport Service Providers').
 - c. "**Authorised Service Providers**" has the meaning given to it in Section 52 ('Authorised Service Providers').
 - d. "**Stored Value**" has the meaning where money is loaded directly onto a Card, so that the Card then contains the value loaded on the Card at the time the Card is issued, and then such residual value as may remain on the Card from time to time.
 - e. "**Travel Pass**" has the meaning of a product offered by Transport Service Providers that allows travel on a selected range of services, for a certain period of time and is paid in advance.

CARD TERMS OF ISSUE AND USE

6. **Primary obligations:** You agree to:
 - a. use the Card only in accordance with these Terms;
 - b. comply with all notices, policies, and instructions relating to the use of the Card that we may issue from time to time;
 - c. provide us with any information and assistance that we may reasonably request relating to the issue, use, suspension, and cancellation of the Card;
 - d. take proper care of the Card to avoid damage including keeping the Card flat and not bending it (as that may damage the Card);
 - e. not misuse, deface, or deliberately damage or destroy, the Card;
 - f. not tamper, or allow anyone else to tamper, with the Card;
 - g. not affix, print, or otherwise attach any markings, stickers, or other items onto the Card; and
 - h. not alter, remove, or replace any notices, trade marks, or artwork on the Card.
7. **Carrying Cards Together:** You must ensure that, if carrying two or more cards together, only one card is used at a time and that the same card is used to tag on and tag off for each trip and journey.

8. **Right to retain:** Snapper, its Authorised Merchants, Authorised Service Agents and Transport Service Providers shall be entitled to confiscate or retain any Card which:
 - a. we (or an Authorised Merchant or Transport Service Provider) suspect or have reason to believe has been fraudulently issued, stolen, tampered with, or used in breach of the Terms; or
 - b. was not issued to the person presenting the Card or which the person presenting the Card is otherwise not entitled to use.
9. **Co-operation:** You agree to co-operate with us and, if applicable, the Police, in recovering your Card if it is lost or stolen, or if we suspect any suspicious behaviour or activity in relation to your Card.

GETTING A CARD

10. **Purchase:** You may purchase a Card from an Authorised Merchant or an Authorised Service Agent, or by undertaking a website order. The cost of the Card is non-refundable.
11. **Website order:** You may order a Card by completing and submitting the order form on the Website. When you order a Card, you must provide all required information (and you must ensure that such information is complete and correct) or we might not be able to process your order. You will be required to purchase Stored Value at the time of order.
12. **Despatch or website orders:** We will endeavour to despatch your Card within one (1) business day from when we receive confirmation of payment for your order. If we are unable to despatch your Card within these time frames, we will endeavour to contact you and advise you of the expected despatch date.
13. **Delivery of website orders:** Once your Card has been despatched, it should be delivered within 2-3 business days. Please allow up to 3 additional business days for delivery to rural addresses.
14. **Delivery timeframes and delays:** Although we will endeavour to meet stated delivery timeframes where possible, all delivery timeframes are estimates only.
15. **Incorrect or incomplete deliveries:** If you believe that there is a shortage in the quantity of Cards delivered, or there is any other problem with any Card or any Stored Value thereon, you must contact us with any such claim within 10 days of the date of your order and you must provide us with a reasonable opportunity to investigate that claim.
16. **Risk and title:** Subject at all times to our rights, and those of our Authorised Merchants, Authorised Service Agents and Transport Service Providers, as set out in these Terms, risk of loss or damage to a Card that you have purchased, or ordered and paid for in accordance with Section 10 – 16, or a replacement Card provided in accordance with Section 54 (Transfer of Stored Value), will pass to you upon receipt of that Card by you. We retain the right to manage and change the software and data on the Cards.

REGISTERING YOUR CARD

17. **Registration:** We will enable you to register your Card to your Online Account, in which event your personal information (such as your name, address and telephone number) will be registered against the Card number. You may request registration when ordering your Card, or via your Online Account. You must register your Card if you are applying a concession under Section 18 (Concessions).

APPLYING A CONCESSION ON YOUR CARD

18. **Concessions:** We will enable you to, if you are eligible, to apply a concession onto a Card, or purchase a Card that has concession already applied, that entitles you to certain discounts on services offered by Transport Service Providers. In order to apply a concession to your Card, or purchase a card that has a concession already applied, you must provide us, or an Authorised Service Agent, with such evidence as we reasonably require in order to establish your eligibility. You can find more information about your eligibility for concessions at www.snapper.co.nz. A Transport Service Provider representative may request proof of your eligibility to use a concession when you attempt to purchase services from them at a concession rate.
19. **Expiry:** Where you have loaded a concession onto a Card, this concession will expire on the later of:
 - a. you reaching 16 years of age; or
 - b. on the 28 February date following the date of the concession being loaded onto the Card.
20. **Restrictions:** You must not allow your Card, with your concession entitlement loaded on it, to be used by another person. If your Card, with your concession entitlement, is found in the possession of a person other than yourself, we (and the Authorised Merchants and Transport Service Providers) reserve the right (but not the obligation) to retain that Card.

ADDING STORED VALUE TO YOUR CARD

21. **Adding Stored Value:** You may add Stored Value on to your Card either at an Authorised Merchant or Authorised Service Agent, using the Snapper Android app, using MySnapper in conjunction with a Snapper Feeder USB device, or at a Snapper Kiosk.
22. **Minimum and maximum amounts:** Each time you add Stored Value to a Card, you must add at least:
 - a. in the case of a top up at any Authorised Merchant or Authorised Service Agent, \$1;
 - b. in the case of a top up by credit card or debit card on the Snapper Android app, \$1;
 - c. in the case of a top up using MySnapper, \$10; and
 - d. in the case of a top up at a Snapper Kiosk, \$1;

plus any transaction fees applicable to that top up.

You will only be able to add Stored Value in certain multiples of the minimum amount or in such other fixed amounts as may be notified by us from time to time. The maximum amount of Stored Value that may be held on a Card is \$300.
23. **Determination of Stored Value:** The determination by us or the Authorised Merchant or the Transport Service Provider (as the case may be) as to the amount of Stored Value on a Card shall be final and conclusive. We reserve the right to correct the Stored Value on your Card if we believe that a technical or accounting error has occurred. For the purposes of such determination, the value as determined by us or the Authorised Merchant or the Transport Service Provider from any of the following sources shall be deemed to be conclusive and binding:
 - a. the value encoded in the Card;
 - b. our records, including records that we generate from the Card system.
24. **Obligation to examine:** You must check the Stored Value on a Card upon the purchase or issuing of that Card and upon the addition or subtraction of any Stored Value to the Card.
25. **Residual Stored Value:** The Stored Value on a Card is non-refundable and, except to the extent permitted under sections 37 to 42, non-transferable.
26. **Interest:** No interest will be payable to you in relation to the Stored Value on any Card.
27. **Debits to Stored Value:** The Stored Value on a Card will be debited when you use a Card to pay for transport services or a transport journey, the Stored Value on the Card will be debited by the amount payable for the transport services or transport journey.
28. **Top up fee:** Each time you add Stored Value to a Card through an Authorised Merchant we will charge you \$0.25 (inclusive of GST). The fee will be deducted from the amount of Stored Value you add to a Card.

ADDING A TRAVEL PASS TO YOUR CARD

29. **Adding a Travel Pass:** You may add a Travel Pass on to your Card either at an Authorised Merchant, using the Snapper Android app, or using MySnapper in conjunction with a Snapper Feeder USB device.
30. **Terms:** There are certain terms of use associated with Travel Passes which can be found on Transport Service Providers' or public transport authorities' websites or by contacting them directly.

USING YOUR CARD

31. **Usage:** Subject to specific Card functionality and Transport Service Provider availability (as applicable), you may use the Card to pay for transport services in accordance with these Terms
32. **Right to refuse:** We or a Transport Service Provider (as the case may be) may refuse to accept a Card for payment of a transport service if:
 - a. the Card is expired, suspended, or cancelled;
 - b. we or a Transport Service Provider suspect that the Card has been fraudulently issued, stolen, tampered with, or used, or that the Card may in any way pose a risk to the Card system;
 - c. the Stored Value on the Card is insufficient or has been exhausted;
 - d. your Travel Pass has expired, or you do not have a valid Travel Pass for that transport service; or
 - e. you do not comply with these Terms or any relevant Terms of Use.
33. **Transaction details:** All transaction details, trip details, and other details recorded as a result of you using a Card will be recorded and retained by us. You may view your transaction details using:

- a. your Online Account for each Registered Card following the date of the transaction or trip (the "**Online Transaction Data**"). Online Transaction Data is available for Registered Cards only. Although we will endeavour to update the Online Transaction Data at least once per day, you acknowledge that:
 - (i) there may be delays in the updating of certain Online Transaction Data, which may result in that information appearing in your Online Account one or more days after the transaction or trip took place; and
 - (ii) we may add or update any Online Transaction Data at any time.
- b. the Snapper Android app, which will show the details of the last 10 transactions of the Card paid by Stored Value.
- c. an Authorised Merchant, who upon request can provide the details of the last 10 transactions of the Card paid by Stored Value.

EXPIRY, SUSPENSION AND CANCELLATION OF A CARD

34. **Expiry:** The Card will expire if the Card is not used, and no Stored Value or Travel Passes are added to the Card; and for a continuous period of five (5) years and eleven (11) months. When a Card expires, any Stored Value remaining on the Card will be forfeited to Snapper on the date the Card expires. Notwithstanding the expiry of a Card, we may, at our discretion, opt to transfer the Stored Value that was on the Card prior to its expiry to a new Card issued to you, if you request us to do so.
35. **Suspension:** We may suspend any Card or Online Account if you breach any of these Terms or any relevant Terms of Use. In the event that we suspend any Card or Online Account pursuant to this section:
 - a. the suspension shall remain in force for such period as we may direct; and
 - b. we may require the payment of a reasonable administration fee (and impose such other terms as we deem necessary or desirable) as a condition of unsuspending any such Card or Online Account.
36. **Cancellation by us:** We may cancel any Card or Online Account if you:
 - a. breach any of these Terms or any relevant Terms of Use, and that breach amounts to what Snapper determines to be fraud; or
 - b. if you advise us that you wish for your card to be cancelled in accordance with section 41.

LOST, STOLEN, DAMAGED OR FAULTY CARDS

37. **Your responsibility:** You are responsible for safeguarding your Card against loss, damage, and theft, and ensuring that your Card is not used by any person without your permission. Transport Service Providers accepting your Card for payment for transport services shall have no obligation to prevent the use of a lost or stolen Card by a person. We will also have no obligation to cancel any lost or stolen Card (whether Card is registered or otherwise) or to transfer the Stored Value or Travel Pass on that lost or stolen Card to a replacement Card.
38. **Non-functioning Cards:** We will be responsible or liable for replacing any non-functioning Card except where it is determined that the Card has been rendered non-functioning by reason of the Card being:
 - a. bent, scratched, folded, snapped, torn, delaminated, chipped, cut, cracked, punctured, crushed, or smashed;
 - b. melted, burnt, frozen, or exposed to any other extreme temperature;
 - c. immersed in water, or otherwise exposed to liquid;
 - d. tampered with in any way; or
 - e. used otherwise than in accordance with any of our instructions or guidelines relating to the Card.
39. **Card Transfer:** Where you lawfully hold a Card, you may (except where specifically provided otherwise in these Terms) permanently give that Card to another person. In that case, we will treat the new holder of the Card as the lawful holder, and he or she will be bound by these Terms. Notwithstanding the foregoing, you are not permitted to give the Card to another person if that Card:
 - a. is registered in your name; or
 - b. has your concession applied to it.
40. **Card Return:** We may at any time require you to return your Card in the manner notified by us. In such event, we will replace your Card with a Card having any equivalent Stored Value or Travel Pass, but we may still charge your Payment Card for any transactions incurred on the original Card which have not yet been charged.

41. **Cancellation of Cards:** If a Card that is registered to you is lost or stolen, or is rendered non-functioning, you may ask us to cancel that Card by:
 - a. calling us on 0800 555 345. You will also be required to supply your Card number, full name, and answer some security questions; and
 - b. (if possible and requested by us) returning the Card to us to the address that we notify to you.
42. **Transfer of Stored Value:** You may request the transfer of any residual Stored Value or Travel Passes from a Card to a replacement Card. When you request a transfer of Stored Value or Travel Pass:
 - a. you must, if possible and requested by us, return the Card to us to the address that we notify to you,;
 - b. you must confirm the reason for the transfer (e.g. lost or non-functioning Card);
 - c. we will do our best to promptly cancel the original Card and we will transfer any Stored Value or Travel Pass (as at the time you requested the transfer) to the replacement Card;
 - d. we will not be responsible or liable for any loss or damage that you may suffer as a result of any delay in delivery of the replacement Card, or as a result of us delivering the replacement Card to the address specified in your order; and
 - e. our determination as to the amount of Stored Value transferred to the replacement Card shall be final and conclusive, but we reserve the right to make subsequent adjustments to that determination if we obtain transaction records which indicate that an adjustment is required to the amount of Stored Value transferred.

TRANSPORT SERVICE PROVIDERS AND TRANSPORT SERVICES

43. **Transport Service Providers:** Certain authorised Transport Service Providers have entered into agreements with us ("**Transport Service Providers**") to accept the Card as a means of payment for transport services provided by those Transport Service Providers.
44. **Valid Card:** Notwithstanding Section 32 ('Right to refuse'), Transport Service Providers may permit you to use a transport service using a Card, and, with regard to a transport journey, to complete each leg of the route, as long as the Stored Value on a Card is at least the minimum fare permissible on that route as at the start of your journey, or you have a valid Travel Pass. Stored Value contained on multiple Cards cannot be combined to pay a single fare.
45. **Fare types:** There are currently two types of fare payment that Transport Service Providers may accept for transport services and journeys using the Card, being Stored Value and Travel Passes.

Each time you complete a public transport journey, either:

- a. a Travel Pass will be used; or
- b. the applicable fare will be deducted from the Stored Value on the Card.

Where a Card has two or more of the above payment methods loaded onto it, we will attempt to charge you for that public transport journey in order of priority starting with method (a) above descending to method (c) above.

Information about the fares, routes, concessions, applicable terms and conditions, and other information relating to public transport journeys is available from the respective Transport Service Providers.

46. **Travel Conditions:** When you travel using the Transport Service Providers, you must do so in accordance with any applicable legislation, regulations, conditions of carriage, and conditions of use (including any signs and notices displayed by the relevant Transport Service Provider) pertaining to that travel ("**Travel Conditions**"). These Terms are in addition to, and are not intended to limit, the Travel Conditions. Where required by the Travel Conditions applicable to your public transport journey, you must hold your Card against or near the Card reader such that the reader provides a visual or audible acknowledgement that it has successfully processed your Card (each a "**Touch**"). If an authorised representative of the Transport Service Provider inspects your Card during or after a transport journey and determines that you did not Touch your Card in accordance with the Travel Conditions, he or she may:
 - a. charge you for the maximum fare possible on that route;
 - b. impose any other charges permitted by the Travel Conditions; and
 - c. take any other action permitted by the Travel Conditions.
47. **Fares:** The Card does not entitle you to a specific fare price or fare programme. We do not control the fares charged by the Transport Service Providers, and you acknowledge that they may increase fares and fare

programmes in accordance with the applicable Travel Conditions. A Travel Pass that you have already commenced using prior to a fare increase will be honoured until the Travel Pass expires and subject to there being no outstanding penalties or an IOU. The Stored Value or Debited Trip (as applicable) will be deducted at the fare, fee or rate in effect when the Card is Touched.

48. **Acknowledgement:** You acknowledge that we are not a Transport Service Provider and are not involved in the operation of trains, buses, or rail or bus networks. We make no warranty as to the standard or availability of service from a particular Transport Service Provider.

AUTHORISED MERCHANTS

49. **Authorised Merchants:** Certain authorised merchants have entered into agreements with us ("**Authorised Merchants**") that authorise those merchants (depending upon the terms of our agreement with that Authorised Merchant) to:
- sell Cards to customers;
 - provide Card top-up services to enable you to add Stored Value and Travel Passes to a Card;
 - charge fees to Card users.
50. **Identification of Authorised Merchants:** Authorised Merchants can be identified by their display of a Snapper acceptance sign. You should only present your Card when you see the Snapper acceptance sign. If you present your Card at readers that do not show the Snapper acceptance sign, this may damage the Card.
51. **Unauthorised or unlawful transactions:** You should not attempt to add Stored Value or a Travel Pass if you have any suspicion that the merchant is not an Authorised Merchant. We have the right not to honour Stored Value or a Travel Pass that is added to a Card by any unauthorised person or through any unauthorised or unlawful means.

AUTHORISED SERVICE PROVIDERS

52. **Authorised Service Providers:** Certain authorised service providers have entered into agreements with us ("**Authorised Service Providers**") that authorise those agents (depending upon the terms of our agreement with that Authorised Merchant) to:
- sell Cards to customers;
 - provide Card top-up services to enable you to add Stored Value and Travel Passes to a Card;
 - facilitate the transfer of lost, stolen, faulty or damaged Cards;
 - refund via credit any penalties that may have occurred as a result of Transport Service Provider error;
 - charge fees to Card users.
53. **Location of Authorised Service Providers:** The location of Authorised Service Providers can be found on Snapper's Website.

WEBSITE TERMS

54. **Introduction:** By accessing or using the Website, you agree to be bound by these Terms including (without limitation) the conditions set out in Sections 54 to 63 ('Website Terms'). If you do not accept these Terms, you must refrain from accessing or using the Website. In these Terms, references to the Website include, unless the context otherwise requires, your Online Account.
55. **Content:** You acknowledge and agree that the text, images, audio, video, software, and other information, documents, files, and services that may be made available through the Website (together, the "**Materials**") are provided for your general information only and are provided on an "as is" basis, without taking into account your particular purposes, location, or requirements. You further acknowledge and agree that:
- the Materials (including, without limitation, dates, prices, availability information, and other details) may not be current, accurate, or complete;
 - to the maximum extent permitted by law, we will not be responsible or liable for any damage, loss, cost, expense, or harm arising directly or indirectly as a result of any Materials being non-current, inaccurate, or incomplete;
 - any actions or decisions that you take must be based solely on your own assessment of the suitability of the Materials for your requirements;
 - any access to, use of, or reliance upon, any Materials by you shall be at your sole risk; and
 - we may (at any time and without notice to you) add, remove, or alter any Materials or any other part of the Website.

56. **Third Party References:** The Website may contain advertisements, information, and other resources about third parties and about the goods and services available from those third parties ("**Third Party References**"). You acknowledge and agree that:
- the Third Party References do not imply that we are related to, or associated or affiliated with, those third parties;
 - the Third Party References do not constitute an endorsement, sponsorship, or recommendation by us of those third parties or of their goods and services; and
 - we will not be responsible or liable for any damage, loss, cost, expense, or harm arising directly or indirectly as a result of your access to, use of, or reliance upon, any Third Party References or any goods or services supplied to you by such third parties.
57. **Hyperlinks:** The Website may contain hyperlinks to third party websites ("**Outbound Hyperlinks**"). You acknowledge and agree that:
- Outbound Hyperlinks may not remain current or be maintained;
 - we make no endorsement of, and accept no responsibility or liability for, any content that you access through any Outbound Hyperlink;
 - your use of Outbound Hyperlinks is at your sole risk; and
 - you are responsible for complying with any terms and conditions imposed by any website accessed through Outbound Hyperlinks.

You further acknowledge and agree that:

- where you create or maintain hyperlinks to the Website ("**Your Inbound Hyperlinks**"), you will, upon request by us, remove Your Inbound Hyperlinks;
 - you will be responsible and liable for all damage, loss, cost, expense, and harm arising directly or indirectly as a result of Your Inbound Hyperlinks;
 - the creation, publishing, distribution, and maintenance of Your Inbound Hyperlinks shall be at your sole risk; and
 - you will not use any page of the Website as a frame within any HTML <frameset> or <iframe> tag.
58. **Availability:** Your use of the Website may be subject to interruption or delay from time to time. Due to the nature of the Internet and electronic communications, we (and our service providers) do not warrant that the Website will be error free, or will operate without interruption or delay, or free from defects. You acknowledge and agree that we will not be responsible or liable for any damage, loss, cost, expense, or harm arising directly or indirectly as a result of any such error, interruption, delay, or defect.
59. **Your responsibilities:** You must not:
- access or use the Website other than in accordance with these Terms;
 - disrupt or interfere with the Website, or any servers, software, hardware or equipment associated with the Website;
 - use (or attempt to use) the Website to send unsolicited electronic messages or to otherwise harass, threaten, abuse, embarrass, or cause distress, unwanted attention, or harm to any person;
 - copy or distribute any materials available from the Website, except with our express written permission (which we may withhold or grant, on terms acceptable to us, in our absolute discretion);
 - at any time take any step or make any omission that brings the reputation or good standing of us, the Website, the Cards, the Card system, or our related companies (as that term is defined in section 2(3) of the Companies Act 1993) into disrepute;
 - use the Website to infringe the intellectual property rights of any person; or
 - violate any laws, rules, or regulations applying to your access to or use of the Website.
60. **Online Accounts:** When you create an Online Account, you will be required to register your email address and choose a password, which will be personal to you. You must at all times maintain the confidentiality of your password and must not disclose it to any third party. You acknowledge and agree that you are solely responsible for any use of your Online Account by any person using your password and you agree to indemnify us against all claims arising from your failure to maintain the confidentiality of your password.
61. **Security:** Although we endeavour to take reasonable security precautions, there is a risk of unauthorised access to, or alteration of, your transmissions or data or of the information contained on your computer system or on the Website. You acknowledge and agree that:

- a. we will not be responsible or liable for any damage, loss, cost, expense, or harm arising directly or indirectly as a result of such unauthorised access or alteration or as a result of you accessing or using third party websites through outbound hyperlinks; and
 - b. all information transmitted to you or from you is transmitted at your sole risk.
62. **Malware:** Although we endeavour to prevent the introduction of viruses, worms, Trojan horses, and other harmful, destructive, or malicious code ("**Malware**") to the Website, we do not warrant, represent, or guarantee that the Website will not contain Malware. You acknowledge and agree that:
- a. we will not be responsible or liable for any damage, loss, cost, expense, or harm arising directly or indirectly as a result of Malware; and
 - b. you are solely responsible for taking appropriate steps to ensure that your access to, and use of, the Website is protected against Malware.
63. **Cookies:** During your use of the Website, we may issue to (and request from) your computer blocks of data known as cookies. You may accept or delete any cookies sent to your computer from the Website, but you must not alter any such cookies or send any incorrect or inaccurate cookie in response to a relevant request from the Website. For additional terms relating to the use of cookies, please refer to the Snapper Privacy Policy.

PRIVACY

64. **Snapper Privacy Policy:** Where we collect personal information from or about you in order to register your Card or apply a concession to your Card, or through your use of a Card, the Website, your Online Account, MySnapper, or the Apps, the Snapper Privacy Policy shall apply. For an explanation of our practices and policies relating to the collection, use, and storage of your personal information, please refer to the Snapper Privacy Policy, which forms part of these Terms.

LIABILITY

65. **Consumer Guarantees Act:** If the Consumer Guarantees Act 1993 applies to these Terms, nothing in these Terms limits your rights under that Act. If you acquire any goods or services from us for the purposes of a business you agree that the guarantees and remedies provided in the Consumer Guarantees Act 1993 shall not apply.
66. **Risk:** You carry and use a Card at your own risk, and we will not be responsible for any interference or damage suffered by any electronic device which occurs as a result of your carrying or using a Card.
67. **Our liability to you:** We will be liable to you for any loss or damage suffered by you that is directly caused by either our breach of these Terms, or our negligence, and that is:
- a. reasonably foreseeable;
 - b. not caused by something beyond our control, including the acts of any Transport Service Provider or any other event or circumstance that is subject to section 82 of these Terms; and
 - c. not caused by your acts or omissions, including your breach of these Terms or your negligence.
68. **Limitation:** If we are found liable to you under these Terms (or in contract, tort, or otherwise), our liability to you:
- a. shall not include liability for indirect, special or consequential loss, damage, cost, expense, delay, or inconvenience (including, without limitation, loss of profits, loss of opportunity, interruption of business, and loss of data), except where we are liable to you under the Consumer Guarantees Act 1993 or Fair Trading Act 1986; and
 - b. shall not exceed in aggregate the sum of \$100 for each Card to which your claim relates.

Our limitation of liability as set out in this section 68 does not limit any rights you may have under the Consumer Guarantees Act 1993 or Fair Trading Act 1986.

69. **Your liability to us:** If you are found liable to us under these Terms (or in contract, tort or otherwise), your liability to us shall not exceed in aggregate the sum of \$100 for each Card to which your claim relates. You agree that the liability cap set out in this section 69 will not apply in respect of all actions, proceedings, claims, liabilities, penalties, costs (including legal costs on a solicitor and own client basis), awards, damages, losses, and expenses incurred by us, the Authorised Service Providers, the Authorised Merchants, and the Transport Service Providers arising directly or indirectly as a result of:
- a. your altering, interfering with, or tampering with a Card (or allowing a third party to do so);
 - b. your failure to comply with any of these Terms or any relevant Terms of Use;

- c. our collecting, using, storing, and disclosing Third Party Information (as that term is defined in the Snapper Privacy Policy) in the manner set in Section 6 of the Snapper Privacy Policy; and
- d. your negligent or wilful acts or omissions.

INTELLECTUAL PROPERTY

- 70. **Ownership:** The Cards (including any software and data stored thereon), the Card system, the Website and the Materials are protected under copyright and other laws of New Zealand, and under international conventions and similar laws abroad. You acknowledge and agree that, unless otherwise stated, all copyright and other intellectual property rights that may subsist in the Cards (including any software and data stored thereon), the Card system, MySnapper, the Snapper Apps, the Website and the Materials belong to us or our suppliers (as the case may be).
- 71. **Restriction:** Except with our prior written permission in each instance, you must not:
 - a. alter, remove, or obscure any copyright notice or other notice appearing on a Card; or
 - b. decompile, reverse engineer, decrypt, resell, distribute, reproduce, or modify any Card (or any software or data stored thereon) in any way or for any purpose (or permit anyone else to do so).
- 72. **No rights conferred:** Nothing you do on or in relation to the Cards (or any software or data stored thereon), the Card system, MySnapper, the Snapper Apps, the Website, or the Materials will transfer any intellectual property rights to you or license you to exercise any intellectual property rights except with our express written permission in each instance.
- 73. **Trademarks:** You acknowledge and agree that the trademarks appearing on any Card, the Snapper Apps, MySnapper, or on the Website belong to us, our suppliers, or other third parties (as the case may be). Except with the prior written permission of the trade mark owner, you must not use, copy, or adapt any trade mark appearing on a Card or the Website (or permit anyone else to do so).

GENERAL

- 74. **Taxes:** The charges and other amounts payable to us under these Terms are stated and payable in New Zealand dollars, and are inclusive of any applicable Goods and Services Tax ("GST"). We may vary any such charges and amounts at any time by publishing revised Terms in accordance with the Section 4 ('Changes'). We may also introduce additional fees and charges in relation to any services or functionality relating to the Card and the Card system that we introduce in the future.
- 75. **Assignment and subcontracting:** We may assign, transfer or subcontract our rights or obligations under these Terms without your consent.
- 76. **No waiver:** Our failure or neglect to enforce at any time any of these Terms shall not be construed to be a waiver of our rights, or to in any way affect the validity of the whole or any part of these Terms, or to otherwise prejudice our rights to take subsequent action. Any waiver made by us in respect of any right provided for in these Terms shall not be construed to be a waiver of any further or future right arising under these Terms.
- 77. **Severability:** If any of these Terms is held invalid, unenforceable or illegal for any reason, that provision shall be deemed deleted and the remainder of these Terms shall remain in full force and effect to the maximum possible extent.
- 78. **Governing law:** These Terms shall be governed by, and construed in accordance with, New Zealand law and the courts of New Zealand shall have non-exclusive jurisdiction to hear and determine all issues and disputes which may arise under or in relation to Cards, the Card system, Online Accounts, the Website, MySnapper, the Snapper Apps or these Terms. You agree that the New Zealand courts are a convenient forum in which to hear and determine any such issues and disputes.
- 79. **New Zealand use only:** The Cards, the Online Accounts, the Website, MySnapper, the Snapper Apps are intended for use in New Zealand and may not satisfy the laws of (or be appropriate or suitable for use in) any other country.
- 80. **Electronic communications:** You consent to receiving communications from us electronically (other than promotional messages under the Unsolicited Electronic Messages Act 2007, in which case we will obtain your consent to receiving such promotional messages in accordance with that Act) and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree to be bound by any agreement reached through electronic communications in terms of the Electronic Transactions Act 2002.
- 81. **Entire agreement:** These Terms and where relevant, any Terms of Use constitute the entire agreement between the parties and supersedes all prior communications, representations, agreements or understandings, either

verbal or written, between the parties with respect to the subject matter of these Terms (and any Terms of Use where applicable).

82. **Force majeure:** Neither us nor the Authorised Service Providers, Authorised Merchants or Transport Service Providers shall be liable for any non-performance, error, interruption, or delay in the performance of their obligations under these Terms or in the availability or performance of the Card system, if this is due (in whole or in part, directly or indirectly) to any event or circumstance which is outside reasonable control of us, the Authorised Service Providers, the Authorised Merchants or Transport Service Providers, including (without limitation):
- a. flood, lightning, acts of God, fire, earthquakes, and other natural disasters;
 - b. judgments, legislations, acts, orders, regulations, bylaws or other measures of any kind on the part of any court, governmental, parliamentary, or regulatory authority;
 - c. failure of any equipment, software, computer hardware, or system required for the operation of the Card system where the maintenance and repair of that item is the responsibility of a third party; and
 - d. the acts or omissions of any party for whom us or an Authorised Merchant or Transport Service Provider (as the case may be) is not responsible.
83. **Contact:** If you have any questions, compliments, or complaints in relation to a Card or the Card system, please contact us using our online feedback form or via the contact details set out below.

Snapper Services Limited

PO Box 11454

Wellington 6142

New Zealand

Phone: 0800 555 345

Email: info@snapper.co.nz

To enable us to respond promptly to complaints, please include your full contact details including your Card number, email address, postal address and contact phone numbers during office hours. If you require a response, we will do our best to respond to as soon as possible.