

RURALCO CARD TERMS AND CONDITIONS – PERSONAL

Full name and address of the creditor: Ruralco NZ Limited
97 Burnett Street
Ashburton 7700
www.ruralco.co.nz

About these Terms and Conditions

These Terms and Conditions apply to all Ruralco Credit Cards and Card Accounts and every Cardholder agrees to be bound by them to the extent they apply to them.

You were provided with a copy of these Terms and Conditions when you applied for your Card (and Card Account as relevant) and our current terms are always available on our website. When you select your PIN you are deemed to have agreed to these Terms and Conditions, including the Fees and Interest Table.

It is important to read these Terms and Conditions to ensure that you understand any obligations as they relate to you before you use your Card or access the Card Account. They also explain how to use our Card Account Portal.

If you have any questions, you can call us on 0800 787 256 or write to us at our address, which is: PO Box 433, Ashburton 7740. You can also email us at: Ruralco@ruralco.co.nz. These addresses are set out again below in the "Contacting Us" section.

At the end of these Terms and Conditions is a Definitions section which sets out the meanings of particular words. You should refer to these when you read the Terms and Conditions to help ensure you fully understand them. The term "you" in particular can have different meanings. In many instances it refers only to the Main Cardholder. However, it is also used to refer to Additional Cardholders when referring to obligations that apply to all Cardholders.

Ruralco can change these Terms and Conditions but when that occurs, we will let you know. This is discussed in more detail later in these Terms and Conditions.

You agree that we can give any notices or documents (including disclosure that is required to be made under the Credit Contracts and Consumer Finance Act 2003 and any changes to these Terms and Conditions) by ordinary post to your last known address as advised by you to us, or by email or other electronic means to the relevant address you have provided to us.

You are responsible for letting us know promptly of any change to your personal details including your name, address, telephone (including mobile) numbers and email. Failure to tell us about changes to your address or contact details may impact your rights under these Terms and Conditions.

Contacting Us

If you have any questions or concerns or any complaints, you can contact us in the any of the following ways:

- Call us on 0800 787 256
- Email us at Ruralco@ruralco.co.nz
- Write to us at PO Box 433, Ashburton 7740

If you have a concern or complaint and you don't want to contact us directly, you can go directly to the financial disputes scheme with which we are registered. This is Financial Dispute Resolution Scheme, Level 4, 142 Lambton Quay, Wellington 6011. Our FSP number is FSP344146. They are contactable by phone on 0508 337 337. They also have a website where you can find out more about how they can assist: www.fdrs.org.nz

If you contact us directly with a complaint, we will do our best to respond as soon as possible but it may take up to 20 business days for us to get back to you.

Contacting You

You agree we can contact you using any of the details you have provided, including by phone, email, or mail. This includes texting you on any mobile number you have provided.

We may send you an email that includes a link to a notice or statement on our website, including a notice about a change to these Terms and Conditions. You agree that you will refer to our website and any links we send to ensure you are kept up to date with your rights and obligations.

We will assume you have received any letter sent by ordinary mail seven (7) days after it was posted and if we sent a message or notice by email, the day after we sent the email (unless you acknowledge earlier receipt).

1.0 YOUR ACCOUNT

When your Card Account was set up, you were also set up with access to Ruralco's Card Account Portal which allows you to access your Card Account online. It is a secure website that will let you view monthly statements and will provide additional functionality over time, such as the ability to view recent transactions, including transactions on any Additional Cards if you are the Main Cardholder, and to update your details and to set any restrictions in respect of any particular Card.

You can log on to the Card Account Portal through our website. You must not provide your password to anyone, not even our staff (who will not ask for it).

The Card Account Portal is available 24 hours a day, 365 days a year although it may occasionally be unavailable due to maintenance. We may cancel your access at any time if we consider that is reasonably necessary, for example if we think there has been a Security Event.

If you are an Additional Cardholder, you may be provided with limited access to the Card Account Portal.

2.0 YOUR CARD

Your Card (including any replacement or renewal card) is the property of Ruralco.

As soon as you receive your Card, you must sign it. You must not use your Card if it is not signed.

You must always use your Card in accordance with these Terms and Conditions and if you think that your Card has been used in a way that breaches these Terms and Conditions, whether by you or someone else, you must inform us immediately.

Only the Cardholder whose name is used on the Card can use the Card. If a Cardholder breaches these Terms and Conditions by letting someone else use the Card, the Main Cardholder will have to pay all Charges that are incurred as a result.

You must in particular make sure that the closing balance on the card Account is less than the Credit Limit currently in place at all times, and make sure that you keep your Card safe. Don't use or try to use your Card if it has expired or it has been cancelled or suspended.

2.1 Your PIN

You will need to have a PIN on your Card in order to make Transactions. You will need to select a PIN before you can use your Card.

You must take care not to disclose your PIN to anyone else (including inadvertently). This includes not writing your PIN down or recording it anywhere and not disclosing it to any other person including other Cardholders, family, friends or Ruralco staff. You must notify us if you know or suspect this has happened. A new PIN will need to be arranged.

If you are selecting your PIN you need to choose a number that you will be able to remember, but you must not choose unsuitable numbers such as birth dates, parts of your phone number or sequential numbers such as 1234.

2.2 Lost or Stolen Cards

In the event of a Security Event, you must notify us immediately. This includes if your Card is lost or stolen or your PIN becomes known to someone else. You will need to explain how the loss or theft occurred.

There may be a charge for a replacement Card.

If your Card was lost, stolen, or compromised through no fault of your own and you notify us as soon as possible when you become aware of it, you will not be held responsible for any unauthorised use of your Card. However, if you have acted dishonestly, fraudulently or negligently, failed to take reasonable care to keep your Card safe, have not complied with these Terms and Conditions in respect of your PIN or have otherwise breached these Terms and Conditions, you will be liable for any fraudulent use of your Card up until the time you notify us.

The actual loss at the time of notification will include any Transactions that are pending and that are not able to be reversed or stopped.

2.3 Your Credit Limit

Ruralco will advise the Main Cardholder of the approved Credit Limit for the Card Account at the time of approval and setting up the Card Account. The Credit Limit will show on any Statement.

All Cards issued to the Card Account are subject to the Credit Limit, meaning that it is the maximum amount that can be accessed by all Cardholders, including any Additional Cardholders.

The Main Cardholder may request Ruralco at any time (including through the Card Account Portal) to place a Restricted Limit on any Additional Card, which will restrict the amount that can be spent on that Card in each Statement period. The Main Cardholder agrees to advise the Additional Cardholder of any Restricted Limit.

Ruralco will decline any Transaction that will take the balance over the Credit Limit except where you have arranged a direct debit payment using your card which we are not able to stop. The Credit Limit may also be exceeded when interest and/or other fees are applied to the Card Account, in which case the Overdue Amount becomes due immediately.

Ruralco may review your Credit Limit from time to time. If you and Ruralco agree to change the Credit Limit, either to increase or decrease it, then Ruralco will disclose details of the change to you before it takes effect. Any increase will be subject to Ruralco's inquiries that the Main Cardholder can afford the potential increase in repayments and that it is suitable for their needs.

Ruralco may decide in certain situations that there is a good reason to decrease your credit limit. Where we do this, we do not need you to agree to the change although we will give you notice of the change before it takes effect. Situations where we have the right to reduce the Credit Limit include where we

identify a change in your financial position which means the existing Credit Limit is no longer suitable or affordable, you have not paid an amount when it was due, or we have reason to believe you are operating your Card contrary to these Terms and Conditions.

In addition to setting an appropriate Credit Limit Ruralco may also, in its sole discretion, impose maximum daily transaction limits to reduce the risk of fraud or theft. In the event Ruralco imposes such limits, details of these limits will be placed on Ruralco's website.

2.4 Using Your Card

You can use your Card to make purchases from all Suppliers who have entered an agreement with Ruralco to accept Ruralco Cards and from any Ruralco retail store unless you are an Additional Cardholder, and the Main Cardholder has restricted the use of your Card to specific types of Suppliers. Details of how such a restriction works is set out in the section on Additional Cardholders.

You may not be able to use your Card in conjunction with other discounts or promotions being offered by the Supplier that do not relate directly to the use of a Ruralco card. The right to access such offers will depend on the terms of the offer by the particular Supplier.

Ruralco is not liable if any Supplier either refuses to accept your Card, does not follow proper authorisation procedures, or does not allow the Card to be used to purchase particular types of goods or services.

At this time, your Card cannot be used overseas, and it cannot be used to make cash withdrawals or cash advances through any EFTPOS terminal or ATM.

When you make an in-person purchase, you will need to enter your PIN unless purchasing at a Ruralco retail store or in accordance with a Supplier's particular requirements. If a Supplier accepts online purchases, you may use your Card in accordance with their requirements. You must never disclose your PIN to anyone including a Supplier.

Once a Transaction has been made you cannot reverse it. If you are concerned it may put the Card Account over its limit or the Main Cardholder may not be able to pay for the Transaction, please contact us. You may in some situations be able to return an item to the Supplier and receive a refund, but any refund must be credited to the Card Account. Suppliers are not able to give you a cash refund.

If we think there is a valid reason to do so, we may decline to authorise (or delay authorising) a Transaction which may mean a Transaction you have tried to make will not go through.

We might do this where:

- the Card or Card Account is suspended
- there is an overdue amount owing on the Card Account or the Card Account is over its limit, or the particular Transaction will put it over the limit
- we think the Transaction might be in breach of a particular law.

We do not have to give you notice that we intend to decline to authorise a Transaction and we are not liable to you or anyone else for any loss that results from such a decline.

2.5 Liability for Transactions and Charges

Ruralco will provide a Statement to the Main Cardholder in respect of the Card Account each month unless the Card Account has a zero balance and there have been no transactions. The Main Cardholder has sole liability to pay all Charges, including those incurred by all Additional Cardholders.

We do not send a Statement to Additional Cardholders although they may ask for information in relation to their Transactions.

The Main Cardholder is responsible for checking the Statement and advising us where any inaccuracy or error is identified. The process for disputing a transaction is set out later in these Terms and Conditions. It is important that you notify us of any issues within the time period set out in that process or the Charge may remain on the Card Account.

The Main Cardholder must pay the Minimum Amount Due that is set out in the Statement by the Pay By Date. If the Pay By Date is a weekend or a public holiday it is your responsibility to make sure the payment is made in time.

- If the Total Amount Due is less than \$50 the Minimum Amount Due will be that amount.
- If the Total Amount Due is between \$50 and \$1,000 then the Minimum Amount Due will be \$50.
- If the Total Amount Due is more than \$1,000, then the Minimum Amount Due will be 5% of Total Amount Due.

If there is an Overdue Amount and/or an Overlimit Amount, these will also be shown on your Statement. You cannot wait until the Pay By Date to make these payments. These amounts are due immediately.

We reserve our right to register the General Security Interest (as defined under "Security Interest") over the Main Cardholder's present and after acquired property in the event the Credit Limit is exceeded without our prior written approval and/or an Overdue Amount and/or Overlimit Amount is not paid within 6 weeks.

You can pay more than the Minimum Amount Due or pay the Total Amount Due on your Card Account. This is the best way to reduce any interest you may be charged. The Closing Balance will not show any Charges to your Card Account applied outside the Statement Period. It will however include the total of any transaction where that is on a payment plan.

2.6 Interest

The interest you pay will depend on how you operate your Card Account and how much you elect to pay each month. It may also depend on the type of account you have been provided.

If you pay the Closing Balance by the Pay By Date, you generally will not pay interest on any Transactions made since the previous Statement. If, however, you have unpaid Charges from a previous Statement, then interest will have accrued in respect of those. To ensure no further interest is charged you need to pay the Total Amount Due.

If you choose to pay the Minimum Amount Due, then interest will be charged on all Transactions and some Charges from your previous Statement. Interest is not charged on fees.

Interest will be charged from the date that the Charge was applied to your Card Account (usually the time of purchase) and if you do not pay the Total Amount Due in full, interest is charged on any new Transactions to the Card Account since the Statement Period.

Interest 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 365.

The rate of interest that you will pay may vary. Our current rates are set out in the Fees and Interest Table that at the end of this document. This Table forms part of these Terms and Conditions.

We can change these rates from time to time and if we do, we will disclose these changes to you. How we make changes and advise you of them is set out later in this document.

Interest is debited at the end of the last day of the Statement Period.

2.7 Fees and Other Charges

Ruralco can charge fees to the Card Account for various services that it provides in respect of the Card Account, any Cards it issues and use of those Cards.

The fees we charge are set out in the Fees and Interest Table at the end of this document. This Table forms part of these Terms and Conditions. The fees include charges for things like replacement Cards and for late payments. They can be changed, and we can introduce new fees. We will let you know whenever we make changes that impact on your rights and obligations (see more details about how we do this below).

Other than interest and fees, Ruralco may charge you other amounts that are payable under these Terms and Conditions, such as taxes or costs that we may need to pay in order to recover money if you default in your payments.

Taxes might apply to the use of your Card or the Transactions you make. You agree to comply with any tax law and to indemnify us in the event we suffer any loss because you haven't made a tax payment when it was due. If we have to pay any taxes or we receive a lower amount than we would otherwise receive due to a tax deduction relating to the Card Account or Cards, provided we are allowed to under law, we can charge you the full amount of the tax or deduction.

You agree that we can debit any amount you owe us under these Terms and Conditions to your Card Account, including if that means that your balance will exceed your Credit Limit.

2.8 Security Interest

Without limiting anything else in these Terms, you grant us:

- (a) a security interest (being a "purchase money security interest" for the purposes of the PPSA) in all Goods you acquire with a Card to secure the payment by you to us of the amount owing. If the Goods subsequently become part of some other product or mass, then nothing in these Terms will limit the application of sections 82 to 86 of the PPSA; and
- (b) a charge over your all present and after acquired property on the terms of the then current "Auckland District Law Society" form of General Security Agreement (and related terms/memorandum) (the **General Security Interest**),

(together, the **Security Interests**).

You acknowledge and agree that:

- (a) these Terms constitute a "security agreement" for the purposes of the PPSA.
- (b) these Terms will apply notwithstanding anything, express or implied, to the contrary contained in any purchase order or in any enquiry by you; and
- (c) you grant us an irrevocable licence to enter onto any property to take any action we consider necessary at any time to protect the Goods and/or our interest in the Goods (including, without limitation, taking possession of the Goods at any time without notice and repossessing the Goods); and

- (d) the Security Interests granted under these Terms shall continue in full force and effect until we give you a release in writing (on terms and conditions that we may require at our discretion).

You undertake to:

- (a) promptly do all things, sign any further documents and/or provide any information which we may require to enable us to perfect and maintain the perfection of our Security Interests (including by registration of a financing statement on the Personal Property Securities Register); and
- (b) give us not less than 14 days prior written notice of any proposed change in your name and/or any other change in your details (including, but not limited to, changes in your address).

Under the PPSA you are entitled to receive certain information in relation to financing statements registered against you as a debtor and certain attempts to deal with the collateral of any security agreement. In relation to such rights, you agree:

- (a) to waive your right to receive a verification statement under section 148 of the PPSA in respect of any financing statement or financing change statement relating to the Security Interests.
- (b) that nothing in sections 114(1)(a) and 133 of the PPSA shall apply to these Terms.
- (c) to waive your rights as a debtor under sections 116, 120(2), 121, 125, 126, 127, 129 and 131 of the PPSA to the extent that these rights may be waived under section 107(2) of the PPSA.

In addition, you agree that the Security Interests shall have the same priority in relation to all amounts forming part of the amount owing, including future advances.

2.9 Transaction Disputes

If you consider there is an error or you want to challenge a Transaction shown on your Statement, you must notify us in writing within 30 days of the end date of the Statement Period using the prescribed dispute form (if any).

You will still need to pay the Minimum Amount Due and any Overdue Amount and Overlimit Amount but once a dispute is raised in accordance with this clause, the amount of the disputed Transaction will not be included in the calculation of the Minimum Amount Due in any future Statement while we are considering the dispute.

The amount will however be included when calculating the available balance on the Card Account, and so you must include it when you are considering the amount of credit that is available to you. If the dispute is settled in your favour, the available balance will increase by the disputed amount. If the dispute is not settled in your favour, then the disputed amount will be added back into the closing balance on the next Statement.

If you have not paid the Total Amount Due, then interest will be payable on the amount that was disputed.

If you have a problem with the Goods or Services you purchase using your Card you must raise that directly with the Supplier. Ruralco is not liable for issues relating to the quality or delivery of any Goods or Services.

When you raise a dispute, you will need to tell us the amount and nature of the disputed Transaction and include any transaction records you have to support your position. We also need information about

the date and approximate time of the Transaction if known and details of any formal complaint you may have lodged with the Police.

We will investigate the dispute as soon as possible and will let you know the outcome. Your Statement will be corrected, if necessary, but in the event that we determine that the Transaction was legitimately charged, we may charge you a Disputed Transaction Fee (see Fees and Interest Table).

If you wait more than 30 days after the end date of the Statement Period, we may not be able to reverse the Transaction and so you will have to pay the disputed amount.

2.10 How to Make Payments

Details of how to pay us are set out on your monthly Statement. It includes details for internet banking, automatic payment, direct debit, or payments at any Ruralco retail stores.

The Pay By Date sets out the date by which you need to have paid the Minimum Amount Payable. If that date is not a business day, you need to make sure you have arranged payment before that date. Any Overdue Amount or Overlimit Amount must be paid immediately so it is important not to wait until the Pay By Date.

Payments are considered as being made when they are credited to the Card Account. It may take two days for a payment to be credited, so you should arrange for any payment to be made a few days before the Pay By Date.

2.11 Applying Payments

Ruralco has the right to decide how to apply payments you make. As a general rule, we will apply payments in the following order:

- Overdue Amounts and Overlimit Amounts
- Interest Charged
- Fees
- Transactions in the current or previous Statement Period
- Transactions since the last Statement Period
- Any other Charges.

2.12 Payment Difficulties

If you are experiencing financial difficulties and are concerned you will be unable to make a payment when it is due, you should contact us as soon as possible.

We can discuss with you the best way to manage the situation, including the possibility of making an application for hardship.

2.13 Additional Cardholders

If you are the Main Cardholder you can ask us to issue a Card to another person, provided they are at least 16 years old. The Card gives them access to your Card Account meaning they can use it to make Transactions which will be charged to the Card Account and for which you will be liable.

Every Additional Cardholder must complete an application process and they must agree to comply with these Terms and Conditions as they apply to them and their use of the Card. The Main Cardholder should also make sure that every Additional Cardholder complies with these Terms and Conditions.

The Additional Cardholder will be able to use their Card up to the Credit Limit except where the Main Cardholder has requested that Ruralco place a Restricted Limit on the Card. In this case, irrespective of

the Credit Limit, the Additional Cardholder will only be able to use the Card up to the spending limit set by the Restricted Limit. The Main Cardholder will advise you of any Restricted Limit.

In addition to imposing a Restricted Limit on a Card, the Main Cardholder may also request Ruralco to place a Restricted Use control on an Additional Card. This control restricts the type of Supplier where the Additional Cardholder can use their Card e.g. liquor outlets. The Main Cardholder will advise you of any Restricted Use on your Card that has been requested.

Additional Cardholders can ask us for information about the Card Account if that information is related to their Transactions or Charges related to their Transactions. They can also ask us what the available balance is and any restrictions that are in place, set and update their PIN and cancel their Card at any time.

If the Main Card is cancelled or suspended for any reason, by either us or the Main Cardholder, then all Additional Cards in respect of the Card Account are automatically cancelled or suspended as well.

2.14 Cancelling a Card

The Main Cardholder can cancel the Main Card and/or any Additional Card at any time. An Additional Cardholder can cancel their Card at any time. Whenever the Main Card is cancelled or suspended any Additional Card is also suspended or cancelled at the same time.

If you want to cancel your card, you can do so by calling us or advising us in writing (including email) and then cutting the Card in half.

Any credit ceases to be available from the day that you cancel your card or the day that the Main Card is cancelled or suspended, whichever is applicable. The Main Cardholder is still liable to pay all outstanding Charges that were made with any Cards up to and including the date of cancellation and any Charges that are processed up to five business days after cancellation. If you cancel all Cards on the Card Account at once, the full amount owing on the Card Account must be paid immediately.

Ruralco owns all Cards and so can also cancel or suspend (temporarily stop access to services or credit) a Card or a Card Account at any time, in its sole discretion reasonably exercised. If we cancel your Card or your Card Account, the Card needs to be cut in half and the full amount owing on the Card Account paid at once, including any Charges debited after the cancellation for Transactions before the cancellation and any costs we reasonably incur to get repaid.

If we only cancel an Additional Card, then the Main Cardholder can continue to use their Card.

2.15 Default Event

If you are in default of these Terms and Conditions due to a Default Event, you may be charged a fee to compensate us for the cost or loss we incur as a result of the Default Event, e.g. a late payment fee. This may include where a payment doesn't go through before the Pay By Date as well as a missed payment.

The amount of these fees is set out in the Fees and Interest Table at the end of this document. This Table forms part of these Terms and Conditions.

We may also suspend the Card Account (meaning no Cards issued in respect of the Account can be used until we reinstate the Card Account), cancel the Card Account or any or all of the Cards under it (and require you to pay the balance) and /or cancel or suspend any other services we provide to you.

We reserve our right to register the General Security Interest over all your present and after acquired property in the event you are in default of these Terms and Conditions due to a Default Event.

The Main Cardholder has to pay Ruralco the reasonable costs of recovering or trying to recover any money that is due on the Card Account or in enforcing any other rights under these Terms and Conditions. This is likely to include third party costs such as debt collectors and lawyers.

Lawyers' costs are recovered on a solicitor/client basis while debt collection agencies often set a percentage of the amount owed as their fee.

We may also provide details of your default to a credit bureau. This can affect your credit rating and might affect your ability to get other credit in the future.

2.16 Changes to Terms and Conditions, including Interest Rates and Fees

We may change any of these Terms and Conditions from time to time. This could include changes to:

- any interest rate
- the amount of any fee
- the amount you are required to pay each month
- the timing of payments
- the way we calculate or charge interest
- your Credit Limit (if we want to increase it, we will discuss whether you want an increase first).

We can also introduce a new fee or charge to recover a cost we incur.

Where the change is a material change, we will consider whether the Card Account is likely to continue to meet your needs and whether you will be likely to meet any new or increased payments without suffering substantial hardship.

We will give you notice before we make any changes unless the changes do not affect your rights or obligations (e.g. change in our contact details). You agree we can do this electronically (by email, including an email that has a link to our website and a new set of terms).

If you are not happy with any change we make, you may cancel your Card or Card Account at any time.

2.17 New Cards

We will automatically send a renewal card before your Card expires. Let us know if you do not receive one before your Card is due to expire.

Your Card can only be used in New Zealand and so we will not send Cards overseas. If you are moving overseas, you should advise us so we can discuss whether or not to keep the Card Account open.

We also won't send a renewal card where there is an Overdue Amount or you are in default of these Terms and Conditions, until the overdue amount is paid, or the default resolved.

Once you activate your renewal card you are deemed to accept the Terms and Conditions that apply at that time. You should cut your old Card in half once the replacement card has arrived.

2.18 Personal Information

You agree to provide us with personal information, including credit, financial or other relevant information to assist us to assess and process your application, including determining the appropriate level of any credit and ensuring that it is suitable and affordable for you. You also agree to respond to any reasonable requests for information we make in order to provide you with services and to comply with our own legal obligations.

You also authorise Ruralco to ask for this information from relevant third parties where this may be necessary, including from credit reporting agencies or any bank or lender who has provided credit to

you in the past and to check it against records held by government agencies (such as NZ Transport Agency).

2.19 Use and Storage of Personal Information

You agree we can use, store, and use your personal information to do any of the following:

- process your application including determining the suitability and affordability of any credit
- open your Card Account, issue Cards on the Card Account and manage the Card Account and Cards (including approving Transactions)
- monitor Card usage including for any fraud or criminal activity and to ensure that the Credit Limit is appropriate
- provide you with other services Ruralco or ATS may offer
- make targeted offers to you
- comply with our legal obligations (including for example reporting under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009).

We will keep any personal information we hold about you securely. It may be stored physically or electronically in New Zealand or on the cloud in accordance with the Privacy Act 2020. We do our best to ensure all information we hold is kept up to date but, in the event that you are concerned that any information is not accurate, you have the right to see what we hold and request any error be fixed. In the event we don't agree with you that the information is not correct you can ask us to include a statement to that effect.

We will provide all Cardholders with information we hold about them and about their own Card.

2.20 Sharing your Personal Information

By opening a Card Account or applying for a Card, you agree that there are circumstances where we may share your personal information, including with:

- Ashburton Trading Society (who may also offer you services) and our agents or other people who provide us with services connected to the services we provide to you or in respect of your Card Account
- Credit reporting agencies (such as Equifax and/or Centrix)
- Debt collecting agencies and/or lawyers
- Anyone we need to contact in order to provide the Card services to you.

We do not share information about Additional Cardholders with credit reporting agencies, or to any debt collecting agencies or lawyers in respect of any outstanding balance as Additional Cardholders are not liable for any payments in respect of the Card Account.

There may be instances where we are legally required to give your information to someone or to a government agency, such as the police or Inland Revenue. Wherever possible we will give you notice but there may be instances where we are prohibited from doing this. We will only respond to a request where we reasonably believe we are required by law to do so.

2.21 Credit Reporting Agencies

When we provide information to credit reporting agencies such as Equifax or Centrix, we may include repayment history information, your Credit Limit, details of any Overdue Amount or Overlimit Amount, any dishonoured payment and your identity information and other information we hold about you or your Card Account.

This is known as positive credit reporting as it includes comprehensive information, not just default information.

Credit reporting agencies are regulated by the Credit Reporting Privacy Code, and they must hold and use your information in accordance with prescriptive rules set out in the Code. You can find more information on the Office of the Privacy Commissioner's website (www.privacy.org.nz).

2.22 Our Obligations and Responsibilities

We will exercise all reasonable care in managing your personal information, ensuring our services and products meet your financial needs, and in delivering our services.

However, unless required by law, we are not liable for any loss or cost that any Cardholder experiences, in respect of the following:

- Information being provided to someone due to us not having accurate and up to date information (e.g. change of address not updated)
- Any use of a Card by an Additional Cardholder where you have approved the Additional Cardholder
- Any dispute with a Supplier including a defect or failing in the products or services purchased
- Refusal to accept your Card
- Events outside our control such as a system failure
- Indirect or consequential loss that is not the direct result of something we have done.

The above does not limit any rights you have under the CGA or the CCCFA or any other legislation that provides you with specific rights.

2.23 Other General Terms

Our rights under these Terms and Conditions are not affected or waived simply because we do not exercise those rights immediately. Also, we are entitled to exercise our rights more than once and we are also entitled to exercise all, or some, of our rights.

We can assign or transfer our rights or obligations under these Terms and Conditions without your agreement. We will disclose any assignment in accordance with our obligations under the CCCFA.

You cannot assign or transfer your rights or obligations unless we agree in writing.

These Terms and Conditions are subject to New Zealand law.

3.0 DEFINITIONS AND MEANINGS

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 16 who has been issued with a Card upon request by the Main Cardholder so that they can access the Card Account.

ATM means an Automatic Teller Machine.

ATS means Ashburton Trading Society Limited.

Card means any Ruralco credit card issued to you or any other Cardholder on your Card Account including any Additional Cards.

Card Account means your Ruralco credit card account (whatever name or title it is given) that is provided by Ruralco and that is debited or credited with Charges and accessed by using a Card.

Card Account Portal means the online system operated by Ruralco where Cardholders may log on, view Card transactions, change their details and place restrictions on any Card if they are the Main Cardholder.

Cardholder means a person to whom a Card has been issued and unless the context states otherwise, includes the Main Cardholder and any Additional Cardholders.

Charge means:

- the amount of a Transaction that you have made using your Card (which can include additional charges or fees that a Supplier is entitled to apply to the purchase)
- fees
- interest
- taxes
- any other amounts that we are entitled to be paid under these Terms and Conditions or charges that apply to the Card or are debited to the Card Account.

Closing Balance means the balance of purchases and Charges, less payments, and credits, for the relevant Statement period.

CCCFA means the Credit Contracts and Consumer Finance Act 2003 as amended or replaced and including any related regulations and the Responsible Lending Code.

CGA means the Consumer Guarantees Act 1993 as amended or replaced.

Credit Limit means highest amount that is allowed to be owing on the Card Account at any time. This amount is applied as a maximum total across all Cards that are issued in respect of the Card Account.

Default Event means one of the following:

- the Minimum Amount Due is not credited to the Card Account by the payment due date
- you are overdue with any other payment to Ruralco
- any Cardholder breaches these Terms and Conditions
- any Cardholder provides untrue, inaccurate, or misleading information in relation to their personal circumstances or the Card Account
- any Charges are made in excess of the Credit Limit without Ruralco's prior written approval
- any payment to Ruralco is dishonoured or reversed
- the Main Cardholder is insolvent
- you breach the terms of any other agreement (other than this one) with us or any agreement with ATS.

Goods means any good(s) purchased by you from a Supplier using a Card.

Insolvent means:

- the person is bankrupt
- the person has stopped paying their debts
- the person is unable or presumed to be unable to pay their debts
- a creditor takes steps to collect money that is owing because it has not been paid, including repossession of security.

Main Cardholder means the primary cardholder in whose name the Card Account is held and whose Card Account is used to link Cards and who is the person is liable for all Charges on the Card Account and Main Card has a corresponding meaning.

Minimum Amount Due means the minimum amount that must be paid to Ruralco each month in accordance with these Terms and Conditions and as set out in your Statement.

Overdue Amount means any payment that you should have made to Ruralco but that was not made on its due date.

Overlimit Amount means the difference between the balance of the Card Account and the Credit Limit.

Pay By Date is the date shown on your current Statement as the date on or before which the Minimum Amount Due must be made, or by which the Closing Balance must be made for purchases listed on the Statement to be free from any interest charge.

PIN means the Personal Identification Number which, when used in conjunction with a Card at an EFTSPoS terminal at a Supplier's point of sale, enables you to purchase Goods or Services.

PPSA means the Personal Property Securities Act 1999 (as amended or replaced).

Restricted Limit means a limit placed on the amount that can be transacted on the Card each month, each month being linked to the Statement Period and the limit being set by the Main Cardholder.

Restricted Use means a restriction on the type of Suppliers where a Card may be used that is placed on a particular Card at the request of the Main Cardholder.

Ruralco, we, our, and us means Ruralco NZ Limited.

Security Event means:

- a Main Card or an Additional Card has been lost or stolen
- the PIN on a Main or Additional Card or Card Account has been compromised (including if you think someone may have found out the PIN on a Card or password to the Card Account Portal)
- any event that may mean any unauthorised person could use a Card or the Account.

Services means any service(s) purchased by you from a Supplier using a Card.

Statement means the monthly statement that Ruralco provides in respect of your Card Account that lists all Transactions debited or credited to your Card Account for the relevant Statement Period.

Statement Period means the period set out in the Statement to which the Statement relates.

Supplier means a person or organisation, including an agent, supplier, merchant, or retailer, that has a current agreement with Ruralco to accept Ruralco cards to pay for their goods or services.

Total Amount Due means the total amount payable by the Pay By Date to avoid any interest being charged to your Card Account.

Transaction means the use of a Card by a Cardholder, however that is made (including providing details over the internet or telephone or any other method) including:

- the purchase of Goods or Services from a Supplier
- making automatic bill payments.

Working Day means a day other than a Saturday or a Sunday on which registered banks are open for general business in Christchurch, New Zealand.

you and **your** means each Cardholder or the Main Cardholder depending on where and how the term is used in these Terms and Conditions and as necessary means each of those persons individually.

4.0 STANDARD FEES AND INTEREST TABLE

Please visit www.ruralco.co.nz/YourRuralcoCard/TermsandConditions for the current Standard Fee and Interest Table.