Giftzzy Reloadable Card Terms and Conditions

1. INTRODUCTION

This product is issued by **epay New Zealand Limited** ("epay NZ", "we", "our", or "us"), a subsidiary of **Euronet Worldwide, Inc.** These Terms and Conditions ("**Terms**") form a binding agreement between you ("**you**", "**your**", or "**customer**") and epay NZ regarding the purchase and use of the Giftzzy Reloadable Card ("**Card**"). By purchasing or using a Card, and/or by using our official website at https://www.prezzycard.co.nz**,** corporate portal https://business.prezzycard.co.nz or Giftzzy Reloadable Portal at app.giftzzycard.co.nz together, the "**Prezzy Card Platform**", you agree to comply with and be bound by these Terms and (including paying the applicable fees and charges), and our Privacy Policy (which is available www.prezzycard.co.nz/privacy-security).

Our Customer Service team is here to assist you:

- 0800 450 509/+64 9 888 6792 Email: CorporatePrezzy@epayworldwide.co.nz

2. KEY USAGE TERMS

2.1 **Acceptance of these Terms**. By purchasing or using the Card, and/or by using the Prezzy Card Platform, you unconditionally agree to comply with and be bound by these Terms at all times. Any failure to do so will constitute a breach, and we reserve the right to suspend or terminate your access to the Card and related services without notice. The Card is a prepaid stored-value product and is not a bank account, deposit, or credit facility. No interest is paid on any balance loaded onto the Card. Your Card balance is not a deposit with a registered bank.

2.2 **Registration.** When a customer purchases a Giftzzy Reloadable Card on the Prezzy Card Platform, the following steps will be followed:

(a) ***Registration***. Card registration is mandatory and required to use the Card and access Card services, including dispute resolution and lost/stolen Card replacement. Registration can be completed via app.giftzzycard.co.nz ("**Giftzzy Reloadable Portal**").

(b) ***PIN Setup***. After completing Card registration on the Giftzzy Reloadable Portal, customers must set a PIN on the same portal before the Card can be activated for use. The Card will remain inactive until a PIN has been successfully set. The PIN may be reset by logging in to the Giftzzy Reloadable Portal using the user's registration credentials.

(c) ***Reload***. Once the required registration and verification processes have been completed, Cards may be reloaded through the Giftzzy Reloadable Portal. Maximum and minimum limits (both instantaneous, and over rolling 12 months periods) apply, as notified on the portal from time to time.

2.3 **Card Usage.** Cards can be redeemed at any merchant, physical or online, that accepts electronic scheme Card transactions. The Card may be used by the purchaser or gifted to another person, provided the usage complies with these Terms. You cannot use the Card to withdraw or obtain cash. Giftzzy Reloadable Cards will have a minimum expiry period of four (4) years from the date of issuance. The Card will expire on the expiry date shown on the Card or in the Prezzy Card Platform ("**Expiry Date**"). You should use the Card balance before the Expiry Date. Subject to applicable law, the Card cannot be used after the Expiry Date. You can check the Card's balance at any time on the Giftzzy Reloadable Portal@app.giftzzycard.co.nz. If you have a remaining balance close to the

Expiry Date, please contact Customer Service for any available options to redeem or transfer the remaining balance because any remaining balance after the Expiry Date will not be available to you.

2.4 **Card Dispatch.** For security purposes, all Card orders are dispatched in an inactive state. Upon receipt, the customer must follow the registration and activation instructions included in the email. epay NZ reserves the right to withhold activation until all verification steps, including PIN setup, are completed to our reasonable satisfaction. Failure to comply may result in cancellation of the order without refund.

2.5 **Stored value and KYC.** The Card is a prepaid reloadable product. Subject to the limits set out below, a Card may be reloaded up to a cumulative value of NZD 10,000 within any rolling twelve (12) months period, calculated from the date of the initial funds load. Prior to completing the KYC verification process, the maximum balance that may be held on the Card at any time is NZD 4,999. Once the total cumulative value of funds loaded onto a Card reaches NZD 10,000 within any rolling twelve (12) months period, the cardholder will be required to successfully complete a Know Your Customer (KYC) verification process administered by epay NZ in accordance with the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 (the AML/CFT Act) and epay NZ's internal compliance requirements. Completion of KYC is a mandatory condition to enable any further funds to be loaded onto the Card and is not discretionary. Following successful completion of the KYC process, the maximum balance that may be held on the Card at any time is NZD 50,000, subject to ongoing compliance with these Terms, applicable law, and any additional limits imposed for risk, regulatory, or operational reasons. Funds loaded onto the Card represent prepayment for the purchase of goods and services from merchants that accept electronic card scheme transactions.

2.6 **Number of Cards** A cardholder may hold (1) active Physical Card and (1) active Virtual Card prior to successfully completing KYC verification process. Following successful completion of the KYC verification process, a cardholder may apply for and hold up to five (5) active Cards, subject to epay New Zealand's approval and ongoing compliance with these Terms, applicable laws, and regulatory requirements. Epay New Zealand reserves the right to refuse or limit the number of Cards issued to any cardholder where necessary for legal, regulatory, fraud prevention, risk management, or operational reasons.

2.7 **Exceeding Balance.** You must not authorize transactions that exceed your Card's available balance. This includes scenarios where additional charges, such as service fees or currency conversion fees, may apply, common examples being hotels, motels, or car rental agencies, where your Card may be held for any potential additional incidental expenses. To avoid declined transactions, you are advised to regularly check your Card's available balance and confirm applicable charges with the merchant before authorizing any transaction.

2.8 **Foreign currency transactions.** All transactions charged in a foreign currency will be converted into New Zealand dollars at the exchange rate determined by the rules from time to time of Visa® ("**Card Schemes**"), on the date the transaction is processed. This conversion rate is final and binding. The converted amount will immediately be deducted from the available balance on your Card. In addition, the relevant mandatory currency conversion fees will apply to all such transactions and immediately be deducted from the available balance on your Card. By using the Card for purchases in foreign currencies, you expressly acknowledge and accept these terms and fees. We reserve the right to enforce these conditions to ensure compliance with the Card Schemes.

2.9 **Refunds.** These Terms do not limit your rights under the Consumer Guarantees Act 1993. All refund requests will be assessed strictly in accordance with applicable consumer protection laws. We reserve the right to decline refund requests that fall outside the scope of our statutory obligations.

2.10 **Fees And Charges.** Fees and charges apply to purchasing and using the Card (including for issuance, replacement, reloading, inactivity, foreign exchange conversion, and other services). The applicable fees and charges are set out in the fees schedule available at https://www.prezzycard.co.nz/fees. You should review the fees schedule before purchasing or using the Card.

3. AML/CFT COMPLIANCE, VERIFICATION AND RESTRICTIONS.

3.1 We may take any action we consider reasonably necessary to comply with the AML/CFT Act and related requirements, including to:

(a) request information and documents to verify your identity and, where relevant, the identity of any beneficial owner and/or authorised user;

(b) request information about the source of funds, source of wealth, or the purpose of transactions;

(c) impose, vary or enforce loading, balance, transaction, merchant category, geographic;

(d) delay, block, refuse or reverse a load or transaction (where permitted by the relevant Card Scheme rules and applicable law);

(e) suspend, freeze, restrict or close the Card and/or access to the Prezzy Card Platform; and/or

(f) report information to regulators or other authorities where required by law.

if you do not provide requested information promptly, we may restrict your ability to load funds, use the Card, withdraw cash (if applicable), or access related services until verification is completed.

4. USAGE RESTRICTIONS

4.1 **Prohibited Uses.** Your Card is subject to certain restrictions to help us comply with applicable law (including the AML/CFT Act) and to manage fraud, sanctions, and other financial crime risks. You must not use (or attempt to use) the Card for any of the following:

(a) ***Money transfers / funding other accounts.*** Using the Card to transfer money or to fund (directly or indirectly) any other financial account or stored-value product, including transfers to bank accounts, digital wallets, prepaid cards, virtual asset accounts, or similar services.

(b) ATM or any cash withdrawals or obtain cash-like value (including “cash-out” or cash-equivalent transactions).

(c) Using the Card at auto fuel dispensers (including pay-at-pump fuel transactions) where the merchant or transaction is located outside New Zealand or Australia.

(d) ***Sanctions and high-risk counterparties.*** Making (or attempting to make) payments to any person, entity, merchant category, business, or jurisdiction that is subject to applicable sanctions, or that is otherwise restricted or classified as high-risk under applicable law, Card Scheme rules, or our internal risk and compliance policies.

(e) ***Unlawful, fraudulent or criminal activity.*** Any use of the Card that is illegal, fraudulent, deceptive, or intended to facilitate criminal activity (including money laundering, terrorism financing, or the proceeds of crime).

4.2 If we reasonably suspect (or are required to treat) a transaction as prohibited or high-risk, we may decline, block, delay, or reverse the transaction (where permitted), and/or suspend, restrict, or cancel the Card and related services, without prior notice, to the extent permitted by law.

4.3 **Prohibition on Resale**. Cards are issued for personal use only and must not be resold.

4.4 **Illegitimate Ownership.** If a Card is obtained or used through theft, fraud, or other unauthorized means, you are not entitled to use the Card or obtain any benefits under these Terms. In such cases, we accept no responsibility or liability for the Card or its usage, and we reserve the right to cancel or deactivate the Card without notice.

5. CUSTOMER OBLIGATIONS

5.1 **Providing Valid Personal Information.** You are responsible for ensuring that any personal details, documents, or information you provide during the purchase or use of a Card are accurate, complete, and legitimate. This includes any information requested by epay NZ for verification or compliance purposes. If we have reason to believe that the information you have provided is false or misleading, we may suspend or withhold access to our goods and services until the matter is resolved.

5.2 **Ensuring Security of transactions on your Card.** You are responsible for the secure use of your Card. It should only be given to an intended recipient for use. You should not give the Card or Card details to anyone other than the intended user. It is your responsibility to keep the Card safe at all times. Do not leave it unattended or in any location where it could be accessed or removed without your knowledge. Any unauthorized use resulting from failure to safeguard the Card will not be eligible for dispute or reimbursement.

6. REPORTING CARD ISSUES AND LOST OR STOLEN CARDS

You are responsible for regularly reviewing your Card transaction history to ensure all transactions are accurate and authorized. If you notice any discrepancies, errors, or suspect unauthorized activity, you must notify us immediately by calling our Customer Service team. If your Card is lost, stolen, or compromised (including disclosure of Card details to an unauthorized party), you must contact our Customer Service team without delay. If your Card is not registered, we may be unable to stop, cancel, or replace it, without notice and with immediate effect, unless we can verify ownership in some other way. If your Card is registered, we will suspend it as soon as possible upon notification and issue a replacement Card with any remaining balance, less applicable replacement fees. Provided you have complied with these Terms, you will not be held liable for unauthorized transactions that occur after you report the Card as lost or stolen. Timely notification is essential to protect your funds and assist in resolving any issues.

7. REPORTING DISPUTED TRANSACTIONS

If you believe a transaction on your Card is incorrect or unauthorized, you should notify us as soon as possible, and no later than sixty (60) days from the transaction date. Disputes raised after this period may not be eligible for review under the Card Schemes. To initiate a dispute, you must complete the Card Transaction Dispute Form, sign it, and send it to:

epayNZChargebacks@epayworldwide.co.nz. Once we receive your completed form, our compliance team will submit the dispute to the relevant Card Scheme for review. Please note that dispute resolution timelines and outcomes are determined by the Card Schemes, and the process may take up to ninety (90) days or longer, depending on the nature of the claim.

8. SUSPENSION AND/OR CANCELLATION OF CARDS

8.1 **Suspension**. We may suspend or restrict your Card at any time, without prior notice, if we reasonably suspect that:

(a) you are not the rightful owner of the Card, or there is a competing ownership claim;
(b) your Card has been lost, stolen, or compromised; or
(c) your Card is being used fraudulently or in connection with unlawful activity; or
(d) you are in breach of these Terms.

8.2 During a period of suspension, we may conduct an internal review to determine the appropriate course of action. We reserve full discretion to either reinstate or cancel the Card based on the outcome of our review. If the Card is registered and you can demonstrate rightful ownership and compliant use to our reasonable satisfaction, we may issue a replacement Card with the remaining balance, at no additional cost.

8.3 **Cancellation for Cause**. We may cancel your Card immediately and without notice if required by law, court order, or if we reasonably believe the Card is being used fraudulently, unlawfully, or in breach of these Terms. This includes cases where the Card is compromised or subject to a competing claim. If the Card is registered and you can verify rightful ownership and appropriate use to our reasonable satisfaction, we may issue a replacement Card with any remaining balance, at no additional cost.

8.4 **Mass Cancellation**. We may cancel Cards as part of a broader withdrawal from the market or a system-wide technology upgrade. In such cases, we will provide at least one hundred and eighty (180) days' notice via the Prezzy Card Platform and a national newspaper. If your Card is registered before the cancellation date, we will issue a replacement Card at no cost.

9. DATA COLLECTION AND PRIVACY COMPLIANCE

9.1 epay NZ is committed to protecting your privacy. We comply with the requirements of the New Zealand Privacy Act 2020 ("**Privacy Act**") and recognize our obligations under other applicable privacy laws in jurisdictions where we operate. We may collect, process and or store personal information for the purposes detailed below. All personal information collected, stored or processed, will be done in compliance with the Privacy Act and any obligations that may arise under other applicable privacy laws in jurisdictions where we operate. You have the right to access and correct your personal information in accordance with the Privacy Act. For more details, please refer to our Privacy Policy.

9.2 **Identity Verification.** epay NZ may request personal information or supporting documents from you at various points, to comply with our legal and regulatory obligations, and to ensure the security of our products and services. This may occur during the purchase of a Card, or while using the Card, or when you contact our Customer Service team. We may also request information if we suspect unlawful activity or need to confirm your identity for compliance purposes. The information we may request includes, but is not limited to, your full name, date of birth, and valid identification documents. These requests can be made at any time, including outside of a transaction or Card usage.

If you do not provide the requested information, we may suspend or limit access to our goods and services until the matter is resolved.

9.3 **Call Recording.** For training, security, and legal compliance purposes, we may record your phone conversations with our Customer Service team. You will be advised if any such conversation is being recorded. For more information, please refer to our Privacy Policy.

9.4 **Transaction and Data Records.** In line with our obligations under the AML/CFT Act, we may collect, store, and monitor data related to your use of Cards. This includes purchase and redemption activity, as well as any personal information.

10. INTELLECTUAL PROPERTY

The patents, trademarks, service marks, trade names, registered and unregistered designs, trade or business names, copyrights (including rights in software), database rights, mobile application design and functionality, design rights, rights in confidential information and any other intellectual property rights whatsoever, irrespective of whether such intellectual property rights have been registered or not, in and to the Card and the Prezzy Card Platform shall at all times remain the sole property of epay NZ. Nothing herein shall be construed to grant to you any rights and/or interest in and to the intellectual property rights of epay NZ.

11. LIMITATION OF LIABILITY

To the maximum extent permitted by law, our liability to you in connection with your Card is strictly limited. In the event of any loss, error, or issue related to your Card, our total liability will not exceed the unused balance remaining on your Card at the time the issue is reported to us. We will not be liable for any indirect, consequential, or special losses, including but not limited to loss of profits, business interruption, loss of opportunity, or damage to reputation, regardless of the nature of the claim or the circumstances under which the loss arises. You acknowledge and agree that use of the Card is at your own risk, and that we are not responsible for any reliance placed on the Card for specific purposes or outcomes. This does not affect your rights under the Consumer Guarantees Act 1993 or the Fair Trading Act 1986.

12. OTHER TERMS

12.1 **Financial Service Provider registration** – epay NZ is (i) a registered financial service provider under the Financial Service Providers (Registration and Dispute Resolution) Act 2008. Our Financial Service Provider registration number is FSP1981. You can view our registration on the Financial Service Providers Register at https://fsp-register.companiesoffice.govt.nz/. epay New Zealand Limited is not required to be licensed by a New Zealand regulator to provide the Giftzzy product; and (ii) a member of the Financial Disputes Resolution Service which is an approved dispute resolution scheme under the Financial Service Providers (Registration and Dispute Resolution) Act 2008. This dispute resolution service is a free and independent dispute resolution service that may (after you have used the process in paragraph 6 above) help to investigate or resolve any matters that cannot be resolved internally. Its contact details are: 0508 337 337 / +64 4 381 5047 www.fdrs.org.nz/enquiries@fdrs.org.nz/ Freepost 231075 PO Box 2272, Wellington 6140, level 4, 142 Lambton Quay, Wellington 6011.

12.2 **Governing Law and Jurisdiction.** These Terms are governed by the laws of New Zealand. By purchasing or using any Card and/or using the Prezzy Card Platform, you irrevocably submit to the exclusive jurisdiction of the courts of New Zealand for the resolution of any dispute, claim, or proceeding arising out of or in connection with these Terms, the Prezzy Card Platform, or any related transaction. You waive any right to object to proceedings being brought in New Zealand on the grounds of venue or inconvenient forum.

12.3 **Updates to Terms or Fees.** We reserve the right to amend, update, or modify these Terms or any applicable Fees (including introducing any new Fees) at any time, at our sole discretion. Any such changes will be communicated by posting an updated version on the Prezzy Card Platform. Where practical, we will provide at least fourteen (14) days' notice before changes take effect; however, we may implement changes with shorter notice or immediately where we think it is required for legal, regulatory, security, or operational reasons. It is your responsibility to review the Prezzy Card Platform regularly for updates. Continued use of the Card after changes are posted constitutes your acceptance of the revised Terms or Fees. Changes will not apply retrospectively unless required for legal or regulatory compliance.

12.4 **Assignment of Rights**. epay NZ reserves the right to assign or transfer without notice any of its rights or obligations under these Terms to another party, provided that the receiving party agrees to comply with and observe the same obligations. If such an assignment occurs, we will notify customers via the Prezzy Card Platform. You are not permitted to assign or transfer your rights or obligations under these Terms to any other person, other than when transferring a Card free of charge to another individual for the purpose of being used as a gift. If a Card is received as a gift, the recipient will be deemed to have accepted these Terms upon first use.

12.5 **Severability.** To the maximum extent permitted by law, if any provision of these Terms is found to be invalid, unlawful, or unenforceable, that provision will be severed, and the remainder of the Terms will remain fully valid, binding, and enforceable.