Prezzy 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 Prezzy Card ("Card").

By purchasing or using a Card, and/or by using either or both of the Prezzy Card app and our official website at https://www.prezzycard.co.nz (together, the "Prezzy Card Platform"), you agree to comply with these Terms and the applicable fees and charges (a full list of which is available on the Prezzy Card Platform), and our Privacy Policy (which is available at www.prezzycard.co.nz/privacy-security).

Our Customer Service team is here to assist you:

- 0800 450 509 (within New Zealand)
- +64 4 803 1640 (from overseas)
- Email: CorporatePrezzy@epayworldwide.co.nz

2. KEY USAGE TERMS

- 2.1 <u>Acceptance of these Terms.</u> By purchasing or using the Card, you unconditionally agree to be bound by these Terms. You are required to comply with them 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.
- 2.2 <u>Registration.</u> You are responsible for registering your Card to access important cardholder services, including requesting a replacement for a lost or stolen Card and raising disputes for unauthorized or irregular transactions. Card registration can be completed via the Prezzy Card Platform.
- 2.3 <u>Card Usage.</u> 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.
 - Cards are not redeemable for cash. In accordance with the Fair Trading Act 1986, all Cards sold on or after 16 March 2026 will have a minimum expiry period of 3 years from the date of issue. Cards sold prior to this date will retain their originally advertised expiry terms.
- 2.4 <u>Digital/Virtual Card Delivery.</u> Digital or virtual Cards are delivered via email to the address provided at checkout. Once activated, digital Cards can be stored as a download or added to a digital wallet. If you do not receive the email within 24 hours, please check your spam or junk folder before contacting our Customer Service team. If delivery failure is confirmed to the reasonable satisfaction of epay NZ, epay NZ may resend the Gift Card at no additional cost to the customer. epay NZ will not be liable for delivery errors resulting from incorrect or incomplete email addresses provided by the customer. It is the customer's responsibility to ensure the accuracy of all contact details at the time of purchase.
- 2.5 <u>Activation of High-Value Orders</u>. For security purposes, all Card orders with a face value exceeding \$500.00 are dispatched in an inactive state. Upon receipt, the customer must follow the activation instructions included with the delivery. Activation requires confirmation of receipt and identity

verification. epay NZ reserves the right to withhold activation until all verification steps are completed to our reasonable satisfaction. Failure to comply may result in cancellation of the order without refund.

- 2.6 <u>Stored value.</u> Cards are prepaid and cannot be reloaded. You are pre-paying for the right to purchase goods and services, from participating merchants who accept scheme card transactions electronically.
- 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 must be converted into New Zealand dollars at the exchange rate determined by the rules of Visa® or Mastercard® ("Card Schemes") on the date the transaction is processed. This conversion is final and binding. The converted amount will be deducted from the available balance on your Card. In addition, mandatory currency conversion fees will apply to all such transactions. By using the Card for purchases in foreign currencies, you expressly acknowledge and accept these terms. 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. However, please note that we do not provide refunds if you change your mind after purchase or if the Card balance has been partially used, except where required by law. 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.

3. USAGE RESTRICTIONS

- 3.1 <u>Application of Consumer Protection Laws.</u> Nothing in these Terms limits your rights under applicable consumer protection laws.
- 3.2 **Prohibited Uses.** Cards are subject to specific usage limitations. You must not use your Card in the following circumstances:
 - (a) Manual card imprinters or ATMs Cash withdrawals or manual processing are not supported.
 - (b) Taxis and automated fuel dispensers These systems may not accept prepaid cards.
 - (c) Gambling-related activities Including casinos, online betting, and similar services.
 - (d) *Unlawful transactions* Any use for illegal, fraudulent, or criminal purposes is strictly prohibited.
 - (e) *Currency exchange* Cards cannot be used to purchase foreign or alternative currencies.
 - (f) *Identity verification* Cards cannot be used where merchants require identity verification against the cardholder's details.
 - (g) *Cash redemption* Cards cannot be redeemed for cash or exchanged for any form of currency.

Use of the Card may also be restricted in certain countries due to international sanctions. These restrictions apply to all Visa and Mastercard prepaid products, including those issued by us.

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

3.4 <u>Illegitimate Ownership.</u> If a Card is obtained or used through theft, fraud, or other unauthorized means, you are not entitled to 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.

4. CUSTOMER OBLIGATIONS

- 4.1 **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.
- 4.2 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.

5. 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, 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.

6. 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.

7. SUSPENSION AND/OR CANCELLATION OF CARDS

- 7.1 <u>Suspension.</u> 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.
- 7.2 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.
- 7.3 <u>Cancellation for Cause</u>. 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.
- 7.4 <u>Mass Cancellation</u>. 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.

8. DATA COLLECTION AND PRIVACY COMPLIANCE

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.

- 8.1 <u>Identity Verification.</u> 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.
- 8.2 <u>Call Recording.</u> 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.
- 8.3 <u>Transaction and Data Records.</u> In line with our obligations under the Anti-Money Laundering and Countering the Financing of Terrorism Act 2009, 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.

9. 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.

10. 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.

11. OTHER TERMS

- 11.1 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.
- 11.2 <u>Updates to Terms or Fees.</u> We reserve the right to amend, update, or modify these Terms or any applicable 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 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.
- 11.3 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 uphold 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.
- 11.4 <u>Severability.</u> 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.