



Change Financial

HealthNow Mastercard® Prepaid Card (Terms and Conditions) Change Labs NZ Pty Ltd (NZBN 942 904 868 2916, FSP 1002611)

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Definitions

The following definitions apply throughout these terms and conditions, unless otherwise stated: **Account** means the account nominated/held by HealthNow.

Account Holder means employer.

Available Balance means the funds that we recorded as available for a Cardholder to make purchases.

Business Day means a day that is not a Saturday, Sunday or public holiday being a day on which banks are open for general banking business in New Zealand.

Card means the Mastercard® Prepaid Card issued by Change Labs NZ Pty Ltd. **Cardholder** means a person who is nominated by the Account Holder to use a card. **Card Account** means the record of account maintained by Change Financial / HealthNow where:

- transactions and purchases made by a cardholder using a card are debited; and
- funds are credited by HealthNow against those transactions.

Card Facility means the card facility related to the Mastercard® Prepaid Card described in these terms and conditions.

Card Mailer means the letter sent to the Cardholder including a Card, and instructions on how to use the Card, together with other important information.

Card Number means the 16-digit number that is embossed on the front of a card. **Card**

Statement means an electronic statement of transactions completed with the card.

Cash Advance means any transaction that we consider to be a cash advance, including transactions involving:

- the drawing of cash from the Card Account using an ATM or at a financial institution; • receiving from a merchant a cash substitute or a cash refund (including, but not limited to, using the Card Account to load value to a stored value card or facility);
- using the Card Account to pay bills through a third party where the Merchant does not accept credit payments;
- using the Card Account to pay bills over the counter at a financial institution; or • transferring, or arranging the transfer of, funds from the Card Account to another account.

Change Financial means Change Labs NZ Pty Ltd (NZBN 942 904 868 2916)

Contactless Terminal means a terminal that can be used to make a Contactless Transaction.

Contactless Transaction means a Transaction made by holding a card (which can make a Contactless Transaction) in front of a Contactless Terminal, to complete a Transaction, rather than inserting the Card into the terminal.

Direct Debit means a debit from your card that you arrange through a merchant or other service

provider by providing your card number.

EFTPOS means any Electronic Funds Transfer at Point of Sale. You authorise an electronic funds transfer by using your Card with your associated PIN at an approved merchant's point of sale terminal.

Employee means a person employed by the employer, the cardholder.

Employer means the employer of a cardholder.

Expiry Date means the expiry date printed or displayed on the card.

Issuer means Change Labs NZ Pty Ltd (NZBN 942 904 868 2916, FSP 1002611).

Mastercard means Mastercard International Incorporated.

Mastercard Scheme Rules means the Mastercard Scheme Rules and the Mastercard Technical Operational and Security Rules.

Mobile Application means HealthNow App provided by HealthNow.

Offline Transactions mean the process by which funds are withdrawn from a card when an EFTPOS terminal is out of operation, or a merchant does not have EFTPOS facility.

Personal Information means the information that we collect from you and the cardholder, including any application form, correspondence, identification, emails, telephone calls, internet communications and transactional information, in connection with the card or the card account.

Physical Card means the plastic Mastercard issued as part of the Card Facility.

PIN means the 4-digit Personal Identification Number.

Recurring Transaction means a regular transaction on your account that you have authorised another person or company (merchant) to make by providing your 16-digit card number.

Stored Value means the monetary value available to a cardholder through the use of the card from time to time.

Terms and Conditions means the terms and conditions set out in this document.

Transaction means any purchase or withdrawal.

Unauthorised Transaction means a transaction not authorised by you but does not include any transaction carried out by you or anyone performing the transaction with your knowledge or consent.

We, us, our means Change Financial and, except where the context indicates a different intention, also includes any agent acting on behalf of Change Financial.

Website means HealthNow's website <http://healthnow.co.nz>

You or Your means the Account Holder who offers the Card Facility and or the Cardholder, depending on the context.

Terms and Conditions

Overview

The card is a Mastercard branded reloadable prepaid card (Mastercard® Prepaid Card). Change Labs NZ Pty Ltd (Change Financial) (NZBN 9429048682916, FSP 1002611) is the issuer of the card.

Health Now Limited ('HealthNow') (NZBN 9429 0486 65674) has established arrangements with employers (Account Holders) for the issue of cards to their employees (Cardholders). Change Financial (we, us, our) authorises HealthNow to distribute the Card on behalf of Account Holders. The Card provides the Cardholder with the means to access the value loaded on the Card to purchase goods and services at approved Health Care Providers ('Merchants').

The Account Holder agrees to be bound by these Terms and Conditions by consenting to the issue of a Card to a Cardholder or a Cardholder activating or using a Card. The Account Holder acknowledges that it is responsible to ensure that each Cardholder adheres to the Terms and Conditions applicable to Cardholders.

These Terms and Conditions are issued by Change Financial. By accepting the offer of the Card Facility made by HealthNow, the Account Holder is bound by these Terms and Conditions in respect of the Card. It is important that the Account Holder and each Cardholder read and understand the Terms and Conditions that apply to the use of the Card Facility.

If you are a Cardholder, your rights to the Card are with the Account Holder, however HealthNow and Change Financial can enforce your obligations to the Account Holder.

It is important that you read and understand the Terms and Conditions and keep a copy for your records.

Conditions of Use applicable to both the Account Holder and Cardholder In this section, "you" means the Account Holder or the Cardholder, as applicable.

The Card issued to a Cardholder must be activated before it can be used – activation is achieved by completing a successful transaction with PIN. By activating or using the Card, the Cardholder agrees to be bound by these Terms and Conditions.

The Card does not involve Change Financial offering or issuing any "debt security" as defined under the Financial Markets Conduct Act 2013 (FMCA). The money loaded on the Card will be held by Change Financial on trust at a New Zealand registered bank and will be paid at the direction of the Cardholder (as the beneficiary of that trust).

1. The Card

- The Card is a Mastercard® Prepaid Card. You must have funding available to the Card

Account, in accordance with these Terms and Conditions, before the Card can be used.

- The Card is redeemable anywhere that displays the Mastercard® logo but will be limited to Merchant Category Codes related to approved Health Care Providers ('Merchants') as provided by your employer.
- When a Cardholder purchases goods and services using their Card, the payment is debited against the Available Balance associated with that Card.
- The Card allows the Cardholder to purchase goods and services:
 - at any approved Health Care Provider within New Zealand that accept Mastercard and has an EFTPOS facility by:
 - selecting the 'credit' button; or
 - making a contactless payment.
 - at any approved Health Care Provider within New Zealand over the telephone or the internet by providing the card number, expiry date and security code.
- The Card is not a credit card;
- The Card Account is not a deposit account;
- The Card is not transferable;
- The credit balance or value stored on a Card Account does not earn interest; • The Cardholder will be liable for any transactions initiated by another person with the Card where the Cardholder allows that person to use their device and to make a purchase with the Card;
- The Card remains the property of the Issuer and you must not copy or reproduce a card.

2. Using the Card

- The Card must be activated before it can be used – activation is achieved by completing a successful transaction with PIN.
- The Card can only be used if the account has a credit balance.
- The Cardholder can use the Card before expiry and within the applicable limits outlined in these Terms and Conditions, provided that the total transaction amount does not exceed the Available Balance.
- Acceptance of an EFTPOS does not imply that you have sufficient funds on the Card to cover a transaction. In exceptional circumstances (for example when an EFTPOS terminal is down), a transaction on the Card may exceed the available balance without the Card declining. We are obliged to honour the transaction where this happens, and you agree to pay the excess immediately.
- The Card can be used at approved Health Care Providers within New Zealand wherever the Mastercard® logo is displayed (subject to individual merchant's discretion).
- The Card does not permit withdrawal of cash or cash advance.
- The Card cannot be used for illegal transactions or to purchase illegal goods or services. • We will not be held liable if any merchant or an EFTPOS terminal does not accept the Card.
- The Cardholder must check that the amount for a transaction is correct:
 - before they sign a voucher or transaction record given by any merchant, and
 - before they enter their PIN at an EFTPOS terminal.
- By signing a voucher or transaction record or entering the PIN at the EFTPOS terminal,

the Cardholder confirms the validity of the amount of the transaction.

- We may suspend or terminate the use of the Card if we notice excessive uses of the Card or other suspicious activities.

3. Limitations of use of the Card

This Card is subject to a transaction limit and daily transaction count limit. The available account balance must not exceed the maximum limit of the card at any given time. The account balance can be accessed following the loading of value to the Card Account by you and the Cardholder.

The following table illustrates the transaction limits applicable to the card, within the limits of the available balance. Some merchants may impose additional limits not included in this table.

Transaction Types	Limit
Maximum Limit Per Transaction	NZD \$1,000
Maximum Transaction count per day	5
Cash	No access to cash
Maximum Limit for Account Balance	NZD \$4,999

Your Card may be declined at some merchants (such as merchants who choose not to accept Mastercard prepaid cards, or do not offer the services designated by your employer). We will not be held liable if any approved merchant either refuses to accept a Card as a payment method or does not permit certain types of goods and services to be paid with the Card, except where the authorisation has been declined because of an act or omission on our part.

4. Fees and Charges

You agree to pay the fees and charges and authorise us to deduct the fees and charges from the value stored on the Card Account linked to your Card, whenever these fees and charges are incurred or become payable.

All transaction fees are charged at the time of transaction and, where applicable, are included in the total purchase price.

Certain merchants may charge an additional fee if the Card is used to purchase goods and/or services. This fee is determined and charged by the merchant and is not retained by us.

5. Pre-Authorised Transactions

In some cases, merchants may request confirmation that your Card Account has sufficient funds to pay for the goods and services they will supply. This is done through obtaining a pre-authorisation (pre-auth) which will put a temporary hold on your Card balance. This means that the balance in your Card Account may not indicate the correct amount until the authorisation is cleared.

The merchant may request a subsequent authorisation for the actual costs when the goods and services have been supplied. A pre-auth, once obtained, typically holds the funds for up to 7 business days if the purchase or pre-auth amount is not completed.

We reserve the right to decline any pre-auth for any transaction on the Card Account, for example, if the transaction would cause the Card Account to go into debit balance.

6. Card Expiry

An expiry date is printed on the Card. The Card is valid until the expiry date unless cancelled before. When a Card expires, Cardholders cannot access available balance or value loaded on the Card, except when a replacement Card is issued to the Cardholder.

7. Replacement Cards

We will issue a replacement Card to a Cardholder prior to the expiry date of a Card, unless you have notified us that the Cardholder is no longer a party to your card program, or where we have previously cancelled the Card or terminated the Card Account.

These Terms and Conditions also apply to any replacement Card issued by us to a Cardholder.

8. Card Cancellation and Termination

If a Card is cancelled by us, or you have closed the Card Account, the Cardholder is required to immediately destroy the Card by cutting it diagonally in half.

Upon the cancellation or expiration of the Card, or the termination of the Card Account, any remaining balance will remain the property of the Account Holder/HealthNow.

We reserve the right to cancel a Card at any time. Once we have informed you of the cancellation of a Card, the Card must not be used and should be destroyed immediately. Any outstanding debit balance on the Card must be paid in full to us immediately.

9. Termination of the Card Account

You may close a Card Account at any time by:

- Providing us with a written notice;
- Returning the relevant Card to us;
- Settling any outstanding debit balance on the Card Account (if applicable).

We reserve the right to close a Card Account if a Cardholder fails to adhere to these Terms and Conditions, or if we decide to cancel the relevant Cards. Upon termination of the Card Account, the Card must be destroyed by cutting it diagonally in half prior to disposal. You will continue to be liable for any transactions debited to the Card Account that were made prior to termination which have not been cancelled. In the event of a breach, you may be required to cover our reasonable enforcement expenses under these Terms and Conditions.

10. Cardholder Registration and Identification

Change Financial and / or HealthNow will undertake identification procedures to establish the identity of both You and the Cardholder prior to issuing a Card. The Cardholder must also provide an email address along with other information when acquiring a Card.

From time to time, Change Financial may require You or a Cardholder to reconfirm identity details, including supplying specified identification documentation within 5 business days. This is to ensure Change Financial comply with its obligations under the Anti-Money Laundering and Countering

Financing of Terrorism Act 2009. Failure to provide any requested identification documentation within the required timeframe may result in the Card being suspended.

Conditions of Use applicable to the Account Holder only

In this section, “you” means the Account Holder.

The Cards are issued to you, and you may provide them to Cardholders to be used at approved merchants. By providing a Card to a Cardholder, you are granting them the right to use the Card in accordance with these Terms and Conditions, which forms a contract between you and the Cardholder.

You are responsible for making sure that Cardholders adhere to these Terms and Conditions by informing the Cardholder that:

- the credit balance on the Card does not belong to the Cardholder;
- any unused balance on the Card will remain Account Holder/HealthNow's property when the Card expires or is cancelled or revoked.

You will be held liable if any Cardholder fails to observe the Terms and Conditions in this document applicable to them.

You must not allow anyone other than a Cardholder to use the Cards.

1. Loading your Card

Value can be loaded to a Card account only as specifically provided in these Terms and Conditions and subject to the limits shown in these Terms and Conditions. The value or available balance on your card is held in a trust account maintained by ASB Bank Limited (NZBN 942 903 943 5743). Change Financial is responsible for the settlement of transactions using a Card but may outsource these functions to other service providers.

Single load card

- This card can only be loaded once
- Maximum card balance cannot exceed \$4,999

Multi load card

- This card can be loaded multiple times
- Maximum card balance cannot exceed \$4,999
- The combined total value loaded on any multi load card cannot exceed \$4,999 in any consecutive 12 month period

2. Lost, theft or stolen card and PIN

You or the Cardholder must take reasonable steps to protect a Card from loss or theft. If you become aware that a Card has been lost, stolen or damaged, or You or the Cardholder have reason to suspect that someone else may know the PIN, you must notify HealthNow **immediately** by:

- contacting HealthNow via live chat within the website or mobile application between 8am and 6pm Monday to Friday; or
- contacting Change Financial on +61 3 9661 8200 after business hours;
- or • sending a notification by email to support@healthnow.co.nz

We will cancel the Card as soon as a report is made.

If You or the Cardholder make a reasonable attempt to contact HealthNow or Change Financial by telephone during the hours of operation stated above and HealthNow or Change Financial is unable to answer your call, You or the Cardholder will not be liable for any losses occurring due to non notification provided that You or the Cardholder notify HealthNow or Change Financial on the next Business Day or within a reasonable time.

You will be required to report in writing and provide details of the loss, theft, or misuse of the Card. When a report is made verbally through telephone, you will be given a notification number or some other form of acknowledgement. You or the Cardholder should retain this as evidence of the time and date of your report.

3. Liabilities

You will be liable if we can prove on the balance of probability that You or the Cardholder contributed to those losses resulting from the unauthorised transaction by:

- committing fraud;
- voluntarily disclosing the PIN for a Card or pass code of a device to anyone, including family and friends;
- writing the PIN on your Card;
- storing the PIN and the Card together;
- using an unsuitable PIN, such as date of birth or sequential or easily guessable numbers; • leaving the Card unattended;
- failing to take reasonable steps to prevent exposure to any other person when keying in the PIN;
- giving the Card to anyone, including a family member or friend; or
- unreasonably delaying reporting a lost or stolen device or Physical Card or that the security of the PIN has been breached when You or the Cardholder become aware of the lost or stolen device or Physical Card or security breach of the PIN. In these circumstances, You are liable in full for the actual losses which occur before You notified us. However, You will not be held liable for:
 - the portion of losses incurred on any one day exceeding the applicable daily transaction limit of the Card; and
 - the portion of losses that exceed the available balance of the Card.

Cardholders failing to follow these steps to protect the Card and PIN may increase Your liability for unauthorised transactions.

4. Liabilities for Unauthorised Transactions

If You or a Cardholder think that a Transaction record is incorrect, You can dispute it by writing to us within 60 days of the posting date.

You will not be liable for losses resulting from Unauthorised Transactions where it is evident that You or the Cardholders have not contributed to the loss, including any Unauthorised Transactions that are:

- caused by an error where a Transaction is being debited more than once to a Card;
- caused by the negligent or fraudulent conduct of our employees or agents, or of companies involved in network collaborations, or of a merchant or of their employees or agents;
- completed using a forged, faulty, expired or cancelled card, identifier or PIN;
- performed using the Card and/or a PIN before the Cardholder has received the Card and/or PIN (including a replacement Card and/or reissued PIN); or
- performed after You or a Cardholder have notified us that the Card has been misused, lost, or stolen, or that the security of a PIN has been breached.

You will not be held liable for loss resulting from any Unauthorised Transactions that can be made using an identifier without the Card or a PIN.

Where a Transaction can be made using the Card, or a Card and an Identifier (such as a Contactless Transaction using a tokenised card) without a PIN, You will only be held responsible if you unreasonably delay in reporting a lost or stolen device or Physical Card.

5. Transaction Disputes

It is the responsibility of a Cardholder to keep all voucher and transaction records given by any merchant when using the Card and regularly review Transaction history to identify Unauthorised Transactions.

Cardholders must notify HealthNow immediately if they notice any error (or possible error) in any Transaction or statement relating to a Card.

6. Chargebacks (Reversing a transaction)

In some circumstances, Mastercard Scheme Rules may allow us to reverse the Transaction where You have a dispute with the merchant. This is known as a chargeback.

You must notify HealthNow immediately if You believe that you are entitled to a chargeback. Mastercard Scheme Rules impose time limits for initiating chargebacks which is generally 90 days from the date of the disputed transaction. We are not able to reverse a transaction after the expiry of this time limit.

We may need You or the Cardholder to provide additional information for a chargeback request. A Cardholder who does not provide requested information within 10 days may lose

any rights to the chargeback.

Merchants may have rights under the Mastercard Scheme Rules to have any chargeback transactions investigated further. In some cases, the chargeback we processed may be reversed resulting in the original transaction being reinstated.

7. Complaints

If Cardholders have any complaint, concern or issue with a product or service, or a dispute with a merchant, this must be addressed directly with the merchant. If the concern or issue is not resolved, or the Cardholders are not satisfied with the way in which the merchant dealt with their concern or issue, they can contact HealthNow Customer Support during business hours. HealthNow Customer Support can be contacted via email at help@healthnow.co.nz.

We request that Change Financial be contacted for unresolved complaints or disputes relating to the Card. If Change Financial is unable to settle the complaint immediately to the satisfaction of the

Cardholder, Change Financial will acknowledge the complaint within 3 Business Days after receipt of the complaint and may, if relevant, request further details from You or the Cardholder. Within 20 days of receiving the complaint or further instructions from the complainant, Change Financial will:

- advise the complainant in writing of the results of its investigation; or
- advise the complainant that it requires further time (not exceeding 30 days) to complete its investigation.

Where an investigation continues beyond 45 days, Change Financial will continue to provide the complainant with monthly updates on the progress of the investigation and a date when a decision can be reasonably expected, unless Change Financial is waiting for a response from the complainant and the complainant has been advised that Change Financial requires such a response.

Where a Card is used for Unauthorised Transactions, we will seek to reverse the transaction if we can under the Mastercard Scheme Rules. The ability to dispute a Transaction or reverse an Unauthorised Transaction may be lost if the Cardholder does not notify us immediately. It is the responsibility of the Cardholder to regularly review their online transaction history to identify Unauthorised Transactions. Under these Terms and Conditions, we may not be responsible for any loss to a Cardholder if they do not dispute an Unauthorised Transaction within 45 days.

If we are unable to resolve your complaint to your satisfaction or the satisfaction of the Cardholder within 45 days, you may be eligible to escalate the complaint with the Financial Dispute Resolution Service (FDRS). FDRS may be contacted at the following:

Website: www.fdrs.org.nz

Email: enquiries@fdrs.org.nz

Telephone: 0508 337 337 (free call)

8. Anti-Money Laundering and Countering Financing of Terrorism Obligations Change Financial is a reporting entity under the Anti-Money Laundering and Countering Financing of Terrorism Act (2009) (AML/CFT Act). Under certain conditions, Change Financial has obligations to conduct Customer Due Diligence (CDD) by collecting and verifying certain identification information from You in order to comply with the AML/CFT Act. CDD may include detailed information about the Cardholder such as:

- name;
- address; and
- date of birth.

Change Financial will not be offering services or conducting Transactions with You if you fail to provide this information.

You agree that:

- Change Financial may block or place a stop on a Card, and/or delay, block, freeze or refuse a Transaction where we have reasonable grounds to believe that breaches to the New Zealand AML/CFT Law or sanctions occurred. Where transactions are delayed, blocked, frozen or refused, Change Financial is not liable for any loss You suffer (including consequential loss) in connection with a Card;
- Change Financial is not required to offer services or conduct transactions in connection with a Card if it is not satisfied with the Cardholder identity, or where there are reasonable grounds to suspect that by doing so it may breach the AML/CFT Act;
- Change Financial may from time to time require additional information from You to assist us in managing anti-money laundering and counter-terrorism financing risk, including in relation to ongoing due diligence; and
- Change Financial may disclose the information gathered to any law enforcement agencies, scheme provider, court, other banks, service providers or to other third parties to fulfil our legal obligations.

9. Privacy

By applying for and using the Card Facility, You consent to us collecting, using, and disclosing your personal information or the personal information about the Cardholder in connection with the issue or operation of a Card.

If You are giving us personal information about someone else, You must first obtain their consent to sharing it with us, and their consent to us collecting and handling their personal information.

Information collection

You will ensure that each Cardholder is aware of the following:

- Change Financial collects personal information about the Cardholder to:
 - establish and administer the Card;
 - ensure that the Card properly functions;

- satisfy identification requirements under the AML/CFT Act and such information may be exchanged with third party identity verification agencies (which may be overseas); and
- prevent or investigate any fraud or crime (or a suspected fraud and crime)
- This personal information will be handled in accordance with our Privacy Policy as amended from time to time.
- If You do not provide some or all of the information requested, Change Financial may be unable to provide the Cardholder with a product or service.

Disclosure by us

We will not disclose your personal information outside New Zealand unless such disclosure is required by law and is within the terms of our Privacy Policy.

We will disclose information to third parties about the Cards, or Transactions made with the Cards, whenever allowed by law and when necessary:

- for processing and completing a Transaction;
- to authenticate the existence and condition of a Card;
- to utilise services of affiliates who assist in providing a Card;
- if You give us permission;
- if there are legal proceedings or a complaint relating to the Card; or
- to protect against potential fraudulent and criminal activities.

Our Privacy Policy sets out how You can access and correct information we hold about You, how you can complain about a breach by us of your privacy rights and how your complaint will be handled. Our Privacy Policy is available at <https://changefinancial.com/privacy-policy>.

Conditions of Use applicable to the Cardholder only

In this section, “You” means the Cardholder.

By providing You the Card, the Account Holder is granting You the right to use the Card in accordance with these Terms and Conditions. By activating or using the Card, You agree to be bound by these Terms and Conditions.

1. Selecting your PIN

Before using the Card for the first time, you will need to select a PIN via the Mobile Application. You must ensure that the PIN is not unsuitable or easily guessable, such as date of birth or sequential or easily guessable numbers.

If You enter an incorrect PIN three times when a Transaction is attempted using the Card, the Card will be suspended temporarily for 24 hours. You must adhere to these Terms and Conditions by not disclosing your PIN to any other person.

2. PIN Change

You can change a PIN by following the steps below:

- Via the Mobile Application
- The Cardholder will be prompted to select a new PIN.

If You have any technical difficulty retrieving your PIN You should contact HealthNow.

3. Protecting the Card or PIN

For security reason, You must take the following steps to protect your Cards or PIN:

- sign the Card immediately when you receive it;
- select a PIN for the Card via the Mobile Application, ensuring the PIN is not unsuitable or easily guessable;
- never store the PIN and the Card together;
- never write the PIN on the Card, even if it is disguised;
- never leave the Card unattended;
- never give the Card to anyone, including family member or friend;
- never communicate the PIN to anyone, including family member or friend; • try to prevent anyone else seeing the PIN when paying with an EFTPOS device; • notify HealthNow immediately if the Card Mailer has not been received intact; • report to HealthNow immediately the loss, stolen, damaged or unauthorised use of any Card;
- check your Card Statement, balance and transaction history online to identify and report, as soon as possible, any instances of unauthorised use; and
- on the expiry date, cut the Physical Card diagonally in half before disposal.

4. Lost or stolen card/PIN

The security of the Card is very important and You must take reasonable steps to protect your Card from loss or theft. If You become aware that the Card or device is lost or stolen or damaged, or You have reason to suspect that someone else may know the PIN, You or the Cardholder must notify HealthNow **immediately** by:

- contacting HealthNow via live chat within the website or Mobile Application between 8am and 6pm Monday to Friday; or
- contacting Change Financial on +61 3 9661 8200 after business hours;
- or • sending a notification by email to support@healthnow.co.nz

We will cancel the Card as soon as a report is made.

If You or the Cardholder make a reasonable attempt to contact HealthNow or Change Financial by telephone during the hours of operation stated above and HealthNow or Change Financial is unable to answer your call, You or the Cardholder will not be liable for any losses occurring due to non notification provided that You or the Cardholder notify HealthNow or Change Financial on the next Business Day or within a reasonable time.

You or the Cardholder may be required to report in writing and provide details of the loss, theft or misuse of the Card. When a report is made verbally through telephone, you will be given a notification number or some other form of acknowledgement. You or the Cardholder should retain this as evidence of the time and date of your report.

If the Card or device has been lost or stolen and the Card or lost device is found after making the report, the Cardholder must not attempt to use the Physical Card, or the Card associated

with that device.

5. Complaints

If you have any complaint, concern or issue with a product or service, or a dispute with a merchant, this must be addressed directly with the merchant. If the concern or issue is not resolved, or You are not satisfied with the way in which the merchant dealt with your concern or issue, You can contact HealthNow Customer Support during business hours. HealthNow Customer Support can be contacted via email at help@healthnow.co.nz.

6. Enforcement by Change Financial

Under these Terms and Conditions, the Cardholder's obligations are to the Account Holder. Although Change Financial is not a party to the contract between the Account Holder and the Cardholder, it can enforce the obligations against the Cardholder. These Terms and Conditions cannot be altered or varied without Change Financial's written consent.

7. Security

Cardholders must keep the Card and PIN safe and secure by following the precautions set out below. A Cardholder must never:

- give the Card to anyone, including family members or friends;
- tamper with any magnetic stripe or integrated circuit on the Card;
- disclose the Card number, except where necessary;
- write the PIN on the Card;
- store the PIN and the Card together;
- carry the PIN with the Card, unless a reasonable attempt is made to protect the security of the PIN;
- leave the Card unattended;
- communicate the PIN to anyone, including family members or friends; or • allow another person to register and store a biometric identifier on their device.

8. Payments to the Card Account

The available balance of the Card Account will reduce when purchases are made using the Card, and other fees and charges are debited to the Card Account.

The Card cannot be used to make or complete a Transaction that exceeds the available balance on the Card.

9. Transactions

The Account balance and Transaction history of a card will be made available 24 hours a day, 7 days a week. You can access this information through the Mobile Application.

It is your responsibility to keep all voucher and Transaction records given by any merchant

when using the Card and regularly review your Transaction history to identify Unauthorised Transactions.

It is also your responsibility to notify HealthNow immediately if you notice any error (or possible error) in any Transaction or statement relating to a Card. You may be required to provide additional information concerning any error (or possible error).

10. Statements

Statements are available in electronic form on the Mobile Application and will show the Transaction history of the Card and available balance. You can view your statements through the Mobile Application.

11. Liabilities and Disclaimers

We are not liable:

- where it is not our fault that the Available Balance is insufficient to cover a Transaction;
- where a terminal or system malfunctions and it is not our fault;
- for circumstances beyond our control to prevent a Transaction, despite any reasonable precautions having been taken by us;
- for any loss resulting from any failure due to events beyond our control;
- for any loss resulting from any system failure or industrial dispute beyond our control;
- for the way any rejection to accept the Card is communicated;
- for any dispute between You or the Cardholder and any merchant regarding any goods or services purchased with the Card;
- for our action to meet our obligations as required by any government agencies, regulations or a court order; or
- for anything specifically excluded or limited elsewhere in these Terms and Conditions.

In any circumstances, our liability shall not exceed the amount of the Available Balance except in relation to:

- Unauthorised Transactions; and
- consequential losses that result from a malfunction of a system or equipment supplied by any party to a shared electronic network (unless You should reasonably have been aware that the system or equipment was unavailable or malfunctioning, in which case our liability is limited to correcting any errors and refunding any fees or charges imposed on You or the Cardholder).

Change Financial:

- does not provide any explicit or implicit warranty or representation related to the Card Accounts, including their quality or standard or fitness for any purpose; and
- is not liable for any loss, including indirect or consequential loss, You or the Cardholder suffer in relation to the Card Accounts. This includes failure to provide the Card or the loss, theft or destruction of the Card.

There may be circumstances where Change Financial delays or fails to enforce a term of these Terms and Conditions, and it does not imply or constitute a waiver of these Terms and

Conditions.

12. Communication

You agree to receive written notices or other communications from Change Financial under or in connection with these Terms and Conditions. We will either:

- send the notice, information or communication using electronic communication; or
- use electronic communication to notify you that the notice, information, or communication is available from a website.

If we give a notice, information, or other communication to you:

- electronically – You are taken to have received it on the day it is transmitted;
- by writing – You are taken to have received it when it would be delivered in the ordinary course of the post; or
- by giving it to You personally or leaving it for You – You are taken to have received it on the day of delivery.

You may update your email address for electronic communication by notifying us directly, providing that we are satisfied with your identity. In addition, we may give You notices, information or other communications to You relating to the Card Facility:

- by writing to You at your residential or postal address last known to us;
- by giving it to You personally or leaving it at your residential or postal address last known to us;
- by electronic communication to your nominated email address last known to us for sending notices and communications to You; or
- if the notice or communication is not personal to You – by posting it to the website.

When telephone communications are originated or received by us or where electronic communications are received by us or through the website, You agree that we may:

- verify your identity by reference to any or all of the information provided by You when applying for the Card Facility or during the Card activation or any changes made to this information; and
- proceed on the basis that we are satisfied by that verification.

13. Keeping Your Contact Details Up to Date

You must notify HealthNow of any change of name, address and other contact details immediately. We will not be held responsible or liable if You do not receive any notice or correspondence that has been sent to the contact details You have provided.

We accept no responsibility or liability for late, lost, or misdirected SMS messages or emails caused by inaccurate personal details provided by You, or by system constraints or failures experienced by your email or mobile phone service providers.

14. Changes to these Terms and Conditions



We may change these Terms and Conditions (including fees and charges and load and transaction limits) at any time without your consent for one or more of the following reasons:

- to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
- to reflect any decision of a court, ombudsman or regulator;
- to reflect a change in our systems or procedures for security reasons;
- as a result of changed circumstances (including by adding benefits or new features);
- to respond proportionally to changes in the cost of providing the Card Facility; or
- to make them clearer.

If the change involves an increase to our fees and charges or the introduction of a new fee or charge, and any changes that are materially adverse, we will give you notice at least 30 days before any changes to these Terms and Conditions take effect.

We will notify You of the above changes to these Terms and Conditions by electronic communication.

If a change to these Terms and Conditions is not materially adverse, we may update the information by making information about the change available on the website. You can obtain a paper copy of this information on request free of charge.

Any changes necessitated by an immediate need to restore or maintain the security of the system in which the Card Facility is used can be made subject to the law without prior notice.