



CORPORATE TERMS AND CONDITIONS

V2: 21 June 2019

These corporate terms and conditions are effective from 8 July 2019.

The Bonfire Card is issued by the New Zealand Association of Credit Unions (NZACU), trading as Co-Op Money NZ, pursuant to a license provided by MasterCard Asia/Pacific Pte. Ltd. The Bonfire Card is a product of Card Works Limited (Card Works, we, or our).

By purchasing or using the Bonfire Card through our corporate channel, you agree to these corporate terms and conditions, and to the card fees available on our website www.bonfire.co.nz (Website).

1 Ordering Bonfire Cards

- 1.1 We will fulfil order for Bonfire cards and the load of Bonfire cards once all load amounts and fees have been paid in full and funds have cleared.
- 1.2 Unless agreed otherwise, orders for Bonfire cards will be delivered to you via courier. The Bonfire cards you receive will become your sole responsibility as soon as they reach the delivery address provided during the order process.
- 1.3 We retain full responsibility for ordered Bonfire cards until they are delivered to the delivery address provided during the order process.
- 1.4 We will provide you with a username and password to access the corporate portal, through which you will be able to order and load Bonfire cards, and you agree to keep these details safe and secure. We will treat any card order or load request submitted with these credentials as authorised by you, and you will be liable for any fees and charges payable relating to these orders.
- 1.5 We may decline, suspend processing of, or cancel any Bonfire card order at our sole discretion, if acting reasonably we believe this will result in unlawful use of the Bonfire card, breach of these terms and conditions, or potential damage to the brand or reputation of MasterCard, Bonfire, or Card Works.

2 Customer Identification Program

- 2.1 If you have requested (or request in the future) the ability to load more than \$1,000 to any Bonfire card, and we have agreed to that request, you agree to comply with the requirements of our Bonfire Corporate Customer Identification Program (CIP). The current CIP is available from us at any time.
- 2.2 If you fail to comply with the requirements of our CIP, we may:
 - (a) reduce the maximum limit you may load on to Bonfire cards;
 - (b) decline, suspend processing of, or cancel any Bonfire card order at our sole discretion;
 - (c) terminate our business relationship with you; or

(d) take any other action specified in the CIP.

3 Gifting and Use of Bonfire Cards

- 3.1 You agree that the Bonfire cards you receive will be used in compliance with all laws, regulations, and legally binding codes.
- 3.2 You will not take any action that would cause Card Works or any of our affiliates, subsidiaries, directors, officers, employers, or agents to break any laws, regulations, or legally binding codes.
- 3.3 You will not make statements or representations in relation to Bonfire cards or Card Works which may be construed as misleading or deceptive. Any review of promotional material performed by Card Works does not relieve you of this responsibility.
- 3.4 You are solely responsible for communicating the activation code of each Bonfire card to the recipient of those cards in a secure manner.
- 3.5 Use of each Bonfire card is subject to the Bonfire card terms and conditions, which can be found at www.bonfire.co.nz. If you are the cardholder, you agree to comply with those terms and conditions.
- 3.6 You may not resell Bonfire cards, or offer them for resale.
- 3.7 You agree to provide to a single person a maximum of five cards, with a maximum total value across all cards of NZ\$4,999, in any 24 hour period.
- 3.8 The Bonfire Card cannot be used at any merchant who requires you to set up direct debits, recurring payments or payment instalments. A fee of \$0.49 will apply for any card not present transaction where the transaction is declined due to insufficient funds. The fee is deducted from the unused value on the card.

4 Use of the Bonfire Brand

- 4.1 You cannot use, publish or distribute any material (promotional or otherwise) unless you have obtained our prior written approval. We will consider requests to approve material on a case-by-case basis. Any approval shall only be applicable to the particular instance sought and shall not be deemed to be approval for subsequent material.

5 Updating our Terms and Conditions

- 5.1 We may update our corporate terms and conditions and fees by posting changes to our Website. Any changes will automatically take effect 14 days after they are posted. We do not need to notify you personally of any changes.

6 Entire Agreement

- 6.1 These corporate terms and conditions, together with the fees posted on our Website and the Bonfire card terms and conditions where applicable, form the entire agreement between us with respect to any Bonfire card order placed, or any other services provided to you by Card Works.

7 Termination

- 7.1 If you fail to comply with these terms and conditions we may terminate our business relationship with you by notice in writing.

8 General Terms

- 8.1 You agree that nothing in these terms and conditions will entitle you to any title, rights or interest in any intellectual property or other rights contained in or relating to the Bonfire

card and that you will not modify, reproduce, reverse engineer or alter any Bonfire card in any manner whatsoever.

- 8.2 You agree to indemnify Card Works, and its affiliates, subsidiaries, directors, officers, employees and agents for any loss, claim or expense incurred by them arising from:
- (a) any breach of these terms and conditions by you; and
 - (b) any claim made against us by a third party in relation to the use of a Bonfire card that we provide to you, where the claim arises as a result of or in relation to your breach of these terms and conditions.
- 8.3 You agree that the Bonfire cards provided to you under these terms and conditions are supplied and acquired in trade and that the Consumer Guarantees Act 1993 will not apply. This applies for our benefit and also for the benefit of any other "supplier" (as defined in that Act) involved in the manufacturing or supply of Bonfire cards.
- 8.4 We may assign any of right and obligations under these terms and conditions to any other person or business, subject to that person or business assuming our obligations under these terms and conditions. We can perfect the assignment by posting our notice to our Website.
- 8.5 If any part of these terms and conditions is found to be illegal, invalid, or otherwise unenforceable, then this will not affect the legality, validity, or enforceability of the rest of these terms and conditions. We can also change these terms and conditions to fix the problem in accordance with clause 5.
- 8.6 If any aspect of these terms and conditions conflicts with any right given to you by law these terms and conditions will override or exclude those rights to the extent permitted by the law. These terms and conditions are to be read subject to all applicable laws.