

Z Card Terms and Conditions

1. Interpretation

In these Z Card Terms and Conditions, unless the context requires otherwise:

The words “we”, “our” and “us” means Z Energy Limited and the words “you” and “your” means the Account Owner;

Account means your account for the Z Card;

Account Owner means the company or person(s) at whose request we agree to open an Account;

Cardholder means the person presenting the Z Card at the point of purchase;

Credit Limits means limits, imposed by us, on the value of the Products which may be purchased using a Z Card;

Dishonour Fee means a fee which we may charge to your Account if a direct debit payment to us is dishonoured as advised by us from time to time;

Management Controls means compulsory PIN entry and/or compulsory odometer entry;

Month means a calendar month;

Monthly Card Fee means the monthly card fee charged for each Z Card issued as advised by us from time to time;

Purchase Limit means a limit, imposed by the Account Owner, on the value of the Products which may be purchased per day or per month using a Z Card;

PIN means Personal Identification Number;

Products means goods and services within the class of authorised goods and services as identified on the Z Card;

Terms and Conditions means these Z Card Terms and Conditions and any amendment of, or addition to, these Terms and Conditions notified to you;

Transaction Fee means the fee charged for each use of the Z Card as advised by us from time to time;

Z Card means a card issued by us from time to time which is to be used to purchase Products under these Terms and Conditions; and

Z Card Merchant means any outlet where we have authorised use of the Z Card.

2. Acceptance of Conditions

- (a) These Terms and Conditions are a contract between you and us.
- (b) You acknowledge that:
 - (i) the Z Card is issued to you;
 - (ii) the Cardholder acts as your agent in using the Z Card;
 - (iii) you are responsible for ensuring that any person you authorise to use the Z Card is aware of their obligations as your agent under these Terms and Conditions and the acknowledgements given by you on their behalf in respect of our Privacy Policy; and
 - (iv) the first use of the Z Card confirms your acceptance of these Terms and Conditions.

3. Z Card

- (a) Each Z Card will be identified with:
 - (i) a unique card number;
 - (ii) your name;
 - (iii) the relevant vehicle's registration number or “POOL VEHICLE” (as applicable);
 - (iv) the relevant driver's name or “ANY DRIVERS” (as applicable);
 - (v) the Products which may be purchased using the Z Card; and
 - (vi) the Z Card expiry date.
- (b) We will issue a PIN for each Z Card. The use of a PIN is mandatory at truckstops at which our Products are sold and, if you have requested compulsory PIN entry, at all sites processing transactions electronically. You may disable a PIN for a Z Card by contacting us.
- (c) Each Z Card is subject to Purchase Limits (which we may vary from time to time). You may amend the Purchase Limits on each Z Card on request or via the Z Card online service.
- (d) Each Z Card may also be subject to Credit Limits (which we may vary from time to time). If a Credit Limit applies, you must comply with that Credit Limit.

4. Use of Z Card

- (a) Where a Z Card is issued with a vehicle registration number, you are responsible for ensuring that the Z Card is only used in connection with the vehicle bearing that registration number.
- (b) Where a Z Card is identified with a driver's name, you are responsible for ensuring that the Z Card is only used by the named driver.
- (c) When using the Z Card, Cardholders must use their compulsory PIN or, if compulsory PIN entry has been disabled, sign their names in the space provided on the sales voucher provided by the Z Card Merchant. You are responsible for ensuring that Cardholders are aware of, and comply with, the Management Controls, Purchase Limits and any Credit Limits.

5. Ownership of Z Card

- (a) The Z Card remains our property at all times.
- (b) You agree to return or destroy any Z Card issued to you when the relevant Z Card is cancelled or replaced, when we ask you to or if your Account is closed.

6. Security and Loss of Z Card

- (a) You are responsible for ensuring the safe custody and authorised use of the Z Card and PIN.
- (b) In particular, you must not record the PIN on the Z Card or documents kept with the Z Card. If you need to give the PIN to more than one Cardholder, you are responsible for ensuring the PIN is communicated and recorded in a secure fashion.
- (c) You must notify us immediately by phoning 0800 474 355 or emailing zcard@z.co.nz on becoming aware that:
 - (i) the Z Card is lost or stolen;
 - (ii) the PIN has become known to someone who is not authorised to use the Z Card; or
 - (iii) the Z Card or PIN has been used in an unauthorised fashion. You will be liable for all transactions occurring before we receive your notification.
- (d) If you ask us to disable your compulsory PIN for a Z Card, you will be liable for all transactions occurring before that Z Card is cancelled, even if those transactions were made by someone who was not authorised to use the Z Card.

7. Suspension and Cancellation

- (a) We may cancel or suspend the Z Card and your right to use the Z Card or close your Account at any time without notice.
- (b) You may suspend or cancel the Z Card or close your Account at any time by giving notice to us by phoning 0800 474 355 or emailing zcard@z.co.nz.
- (c) If your Z Card is cancelled or suspended or your Account is closed, whether by you or us, you must:
 - (i) pay the balance outstanding on your Account within 7 days; and
 - (ii) promptly on our request return the Z Card to us or destroy it.
- (d) You are liable for any use of a cancelled Z Card unless and until the Z Card is returned to us or destroyed.

8. Purchases

- (a) The Z Card may only be used to purchase the Products identified on the Z Card. Purchases may be made at a Z Card Merchant accepting the Z Card. Customer acknowledges that not all Products will be available at all Z Card Merchants.
- (b) Customer and merchant transaction limits apply to all transactions. Transactions that are processed manually may be subject to lower Purchase Limits and/or additional authorisation may be required from Z.

9. Prices

- (a) The price(s) charged for the Products will be the retail price(s) charged by the Z Card Merchant at the time of purchase unless otherwise agreed between us and you in writing.
- (b) If we have agreed a different price(s) with you, those price(s) will be subject to the terms of our agreement with you. Unless otherwise agreed with you, we may change the price(s) at any time by giving you at least 14 days' notice.

10. Fees

- (a) You must pay the following fees:
 - (i) the current Transaction Fee; and
 - (ii) the current Monthly Card Fee.
- (b) We will give you written notice of any change to the Transaction Fee or Monthly Card Fee.
- (c) We reserve the right to introduce a fee for the issue or replacement of any Z Card. We will give you written notice of the introduction of, or change to, any Z Card issue or replacement fee.
- (d) You will be liable to pay these fees while your account remains open.

11. Tax Invoice

- (a) We will send you a tax invoice in respect of your Account at agreed intervals. The tax invoice will detail:
 - (i) the total amount of any purchases on the Z Card;
 - (ii) the Monthly Card Fee;
 - (iii) the Transaction Fees; and
 - (iv) the GST payable.
- (b) You are responsible for checking the tax invoice to ensure its accuracy and advising us of any error or discrepancy. If you do not notify us of any errors or discrepancies within 21 calendar days of

- the date of the invoice, you will be deemed to have accepted the accuracy of the invoice.
- (c) You must pay the amount shown on the tax invoice by means of an automatic bank direct debit, on the date indicated on the tax invoice. The entire debit balance of your Account becomes immediately due and payable in the event of your death or if you become bankrupt or insolvent.
- 12. Dishonour of Direct Debit**
- If the direct debit we initiate on your bank account is dishonoured:
- you must on invoice pay our current Dishonour Fee in addition to the balance outstanding on the Account. You must also on invoice pay our current Dishonour Fee for any and each subsequent dishonour; and
 - we may on notice to you re-present the direct debit initiated on your bank account.
- 13. Non-payment of Account**
- In addition to our rights under clauses 11 and 12, if you do not pay an invoice when due, you agree that we may:
- immediately take steps to prevent further use of the Z Card;
 - reverse any discounts granted to you in respect of the outstanding balance on the Account; and/or
 - undertake activities in order to recover the amount of debt in which case you will be liable to us for any internal or external expenses, costs or disbursements (including legal fees and collection commissions) we incur in recovering amounts you owe us.
- 14. Re-sale restriction**
- Unless and except to the extent otherwise agreed between us and you in writing, you must not:
- promote, resell, or pass on the use or any pricing benefit of Z Card to your related entities or any third parties; and/or
 - represent or otherwise imply that you are reseller or promoter of Z Card or that you are otherwise entitled to pass on any pricing benefit of Z Card to your related entities or any third party.
- 15. Confidentiality**
- The information we provide in the tax invoice and any other reports we supply to you is confidential, and is supplied on the express condition that such information and all rights and interest thereto remain our property.
 - You may not part with, copy or disclose such information in whole or in part to any party or use it for any purpose other than which was intended without our written consent.
- 16. Inability to Supply Products**
- We are not responsible for any loss or inconvenience which may be caused if we or any Z Card Merchant are/is unable to supply your requirements for Products at any particular time or place.
- 17. Changes in Terms and Conditions**
- We reserve the right to vary, delete or supplement these Terms and Conditions by giving you written notice (which shall include publishing the changes on our website z.co.nz).
- 18. Change in Account Details**
- You must notify us of any change to your name, registered office or your principal place of business, or of any change in your directors (if you are a company) as soon as possible upon a change being effected.
- 19. Change of Bank Account**
- If there is any change to any bank account upon which a direct debit authority is held by us, you must notify us immediately by phoning 0800 474 355 or emailing zcard@z.co.nz; and arrange for a new direct debit authority with us before your next payment due date if so required.
- 20. Notice to you**
- When we give notice to you under these Terms and Conditions, we will give notice by post or email to the most recent address/email address notified to us or, where clause 17 applies, we will give notice by publishing changes on our website instead. Where we give notice by post, you will be deemed to have been notified on the date of postage. Where we give notice by email, you will be deemed to have been notified on the date the email is sent.
 - The first use of a Z Card after a notice is given or, where applicable, after the relevant notice period, indicates you have accepted the condition(s) or change in condition(s) as notified.
- 21. Notice to Us**
- Where you give notice to us under these Terms and Conditions, you must give notice either by phoning 0800 474 355 or emailing zcard@z.co.nz. The notice shall not be effective until we receive it.
- 22. Consumer Guarantees Act**
- Z Card is generally only available to businesses for business purposes. If your use of Z Card pursuant to these Terms and Conditions is for the purposes of a business, you acknowledge and agree that the provisions of the Consumer Guarantees Act 1993 do not apply.
- 23. Taxes & Duties**
- Unless precluded by legislation, we reserve the right to debit your Account with any government rates, taxes or charges which now are, or which in the future may be, imposed or charged upon your Z Card transactions, whether or not you are primarily liable for the impost or charge.
- 24. Privacy Policy**
- You acknowledge that, when we process your application for a Z Card and in the course of our subsequent business relationship, we may collect "personal information" about you and your Cardholders. "Personal information" is defined in the Privacy Act 1993 as "information about an identifiable individual", i.e. information about a natural person as opposed to a company or other legal entity.
 - We collect, store and use such information for purposes connected with our business, such as:
 - providing you and your Cardholders with products and/or services you have requested;
 - administering your account; and
 - carrying out any activity in connection with a legal, governmental or regulatory requirement on us, or in connection with legal proceedings, crime, or fraud prevention, detection or prosecution.
 - We will not sell, trade or rent any personal information you and your Cardholders provide to us to any third party, except as authorised by you.
 - We may from time to time offer related products and services to you in conjunction with a third party. However, in developing and marketing such offers, your personal information will not be disclosed to the third party concerned, unless the third party is a party with whom we can share your personal information under these terms and our full Privacy Policy. You may notify us at any time if you do not wish to receive information about related products and services.
 - You acknowledge and agree that we may disclose your and your Cardholders' personal information in accordance with our privacy policy, including to:
 - other business units within our group of companies;
 - other providers of credit and credit reference and reporting agencies and debt collection agencies;
 - those who provide to us or our group of companies products or services that support the goods and services we provide, such as our retailers, dealers and suppliers;
 - persons to whom we may be required to pass your information by reason of legal, governmental or regulatory authority including law enforcement agencies and emergency services;
 - in the case of a Cardholder's personal information, the Account Owner of the Account to which the Z Card relates; and
 - any person or organisation as authorised by the Privacy Act 1993.
 - We may disclose your personal information if you request us to.
 - You agree that we are not liable to you for any use of your personal information by a third party if we have disclosed that personal information to the third party in accordance with this clause 25.
 - Where you apply for a Z Card and quote your membership or relationship with another organisation with whom we have a separate agreement in relation to Z Card (a **Z Card Promoter**), you acknowledge and consent to personal information obtained:
 - by us about you and your Cardholders being made available to the Z Card Promoter and to the Z Card Promoter collecting that information from us; and
 - by the Z Card Promoter about you and your Cardholders being made available to us and to us collecting that information from the Z Card Promoter.
 - You have the right to request access to any personal information we hold about you and to request that it be corrected in accordance with the Privacy Act 1993.
 - Our full Privacy Policy is available on our website, z.co.nz
- 25. Z Card Online**
- We may, at our discretion, issue one or more login IDs and passwords to you (or any person acting with your express or implied authority) to allow you to carry out certain administrative functions in

relation to your Z Card via the Z Card Online ('ZCOL') website. You agree that, when using any such login ID and password, you will be bound by the Terms of Access on the ZCOL site in addition to these Terms and Conditions.

26. Complaints resolution

If you have a complaint regarding our financial services and you are not satisfied with the outcome of our investigation into your complaint, you may refer your complaint to Financial Dispute Resolution (fdr.org.nz). Financial Dispute Resolution is an independent organisation and their services are available to Z's customers free of charge.

27. Contacting us

Z Energy Limited
3 Queens Wharf
PO Box 2091
Wellington 6140
Phone: 0800 474 355
Fax: 0800 743 553
Email: zcard@z.co.nz