

Snapper Services Terms of Use

Introduction

1. Scope

These terms and conditions ("**Conditions**") govern your:

1. possession and use of Radio Frequency Identification (RFID) or contactless chips embedded in smartcards and other items ("**Cards**") that are issued by Snapper Services Limited ("**we**", "**us**", "**our**") or our authorised agents; and
2. access to, and use of, the website at www.snapper.co.nz (the "**Website**"), and any account that you create at the Website (an "**Online Account**").

2. Cards

We operate the Card system in respect of your use of the Cards in accordance with these Conditions. Cards are issued by us or our authorised agents. Each Card initially contains the amount of stored value purchased for the Card at the time the Card is issued, and then such residual value as may remain on the Card from time to time (the "Stored Value").

3. Conditions

All Cards are issued subject to, and must be used in accordance with, these Conditions. By ordering or using a Card, you accept all of these Conditions. If you do not accept these Conditions, you must refrain from using any Card.

4. Changes

We may (at any time and without prior notice to you) revise these Conditions. Changes to these Conditions will take effect immediately once they are published on the Website. By ordering, or continuing to use, a Card after we have published revised Conditions, you agree to be bound by the revised Conditions.

5. Defined terms

Where a definition is set out anywhere in these Conditions, that definition shall apply to the rest of these Conditions unless the context otherwise requires. The term "**Authorised Merchants**" has the meaning given to it in Section 40 ('Authorised Merchants'). The term "**Public Transport Operators**" has the meaning given to it in Section 34 ('Public Transport Operators').

Conditions of issue and use

6. Primary obligations

You agree to:

1. use the Card only in accordance with these Conditions;
2. comply with all notices, policies, and instructions relating to the use of the Card that we may issue from time to time;
3. provide us with any information and assistance that we may reasonably request relating to the issue, use, suspension, and cancellation of the Card;
4. comply with all laws and regulations applicable to your use of the Card;
5. take proper care of the Card to avoid damage including keeping the Card flat and not bending it (as that may damage the Card));
6. not misuse, deface, or deliberately damage or destroy, the Card;
7. not tamper, or allow anyone else to tamper, with the Card;
8. not affix, print, or otherwise attach any markings, stickers, or other items onto the Card; and
9. not alter, remove, or replace any notices, trade marks, or artwork on the Card.

7. Carrying Cards together

You should not carry two or more Cards together (for example, in your pocket, wallet, or handbag). We will not refund any Stored Value that has been deducted as a result of your carrying two or more Cards together.

8. Right to retain

We, the Authorised Merchants and Public Transport Operators shall be entitled (without providing any reason for doing so) to confiscate or retain any Card which:

1. we (or an Authorised Merchant or Public Transport Operator) suspect or have reason to believe has been fraudulently issued, stolen, tampered with, or used in breach of the Conditions; or
2. was not issued to the person presenting the Card (in the case of personalised Cards, Concession Cards or Registered Cards) or which the person presenting the Card is otherwise not entitled to use.

9. Co-operation

You agree to co-operate with us and, if applicable, the Police, in recovering your Card if it is lost or stolen, or if we suspect any suspicious behaviour or activity in relation to your Card.

Risk and title, expiry, suspension, cancellation, card transfer

10. Risk and title`

Subject at all times to our rights and those of our Authorised Merchants and Public Transport Operators as set out in these Conditions, risk of loss or damage to a Card that you have ordered and paid for in accordance with Sections 17 to 23 of these Conditions ('Ordering and Delivery'), or a replacement Card provided in accordance with Section 48 ('Transfer of Stored Value'), will pass to you upon despatch of that Card by us or our authorised agent. All Cards shall remain our property. Upon demand by any employee or representative of us or of any Authorised Merchant or Public Transport Operator at any time, you must produce for inspection all Cards in your possession or control. We retain the right to manage and change the software and data on the Cards.

11. Expiry

The Card (including any Stored Value remaining thereon) will expire if the Card is not used, and no Stored Value or Time Passes are added to the Card, for a continuous period of two (2) years. When a Card expires, any Stored Value remaining on the Card will be forfeited on the date the Card expires.

12. Suspension

We may, in our absolute discretion, suspend any Card or Online Account if you breach any of these Conditions. In the event that we suspend any Card or Online Account pursuant to this section:

1. the suspension shall remain in force for such period as we may direct; and
2. we may require the payment of an administration fee (and impose such other terms as we deem necessary or desirable) as a condition of unsuspending any such Card or Online Account.

13. Cancellation

We may, in our absolute discretion, cancel any Card or Online Account if you breach any of these Conditions.

14. Other rights

We may retain, cancel, or suspend any Card or the Card system or any of our services at any time without specifying the reasons, but we will endeavour to minimise any inconvenience caused to you.

15. Card transfer

Where you lawfully hold a Card, you may (except where specifically provided otherwise in these Conditions) permanently give that Card to another person. In that case, we will treat the new holder of the Card as the lawful holder, and he or she will be bound by these Conditions. Notwithstanding the foregoing, you are not permitted to give the Card to another person if that Card:

1. is a Concession Card;
2. is a Registered Card; or

3. is a Personalised Card.

16. Card return

We may at any time require you to return your Card in the manner notified by us. In such event, we will replace your Card with a Card having an equivalent Stored Value.

Ordering and delivery

17. Ordering

You may order a Card by completing and submitting the order form on the Website or by calling us on 0800 555 345 or by purchasing a Card from an Authorised Merchant who is authorised by us to sell Cards. When you order a Card, you must:

1. provide all required information (and you must ensure that such information is complete and correct) or we might not be able to process your order; and
2. pay \$15 (incl. GST) (subject to any valid promotional offers) (the "Card Charge"), which is non-refundable.

18. Personalised Card, Registered Cards and Concession Cards

We may offer you services enabling you to:

1. personalise your Card, in which event you may choose to have your name printed on a Card by requesting personalisation when ordering ("Personalised Card");
2. register your Card, in which event you may choose to register your personal information (such as your name, address and telephone number) against the Card number ("Registered Card") by requesting registration when ordering your Card and providing us with your personal information;
3. purchase a Card that entitles you to certain concessions on goods and services offered by Authorised Merchants and Public Transport Operators ("Concession Card"), where you provide us with such evidence as we reasonably require in order to establish that you are eligible for a Concession Card.

We may charge you a reasonable fee for producing and issuing a Personalised Card, a Registered Card or a Concession Card. You must not allow your Personalised Card, Registered Card or Concession Card to be used by another person. If your Personalised Card, Registered Card or Concession Card is found in the possession of a person other than yourself, we (and the Authorised Merchants and Public Transport Operators) reserve the right (but not the obligation) to retain that Card.

19. Cancellation of orders

Where any amount or value is incorrectly stated on the Website at the time you place an order, we reserve the right to cancel your order for a Card (regardless of whether you have made payment for that order). Where you have already made payment for an order that is subsequently cancelled by us, we will refund the amount paid by you in relation to that order. Once you have submitted your order for a Card, you are not able to cancel that order.

20. Despatch

We will endeavour to despatch your Card within one (1) business day once we have received confirmation of payment for your order. If we are unable to despatch your Card within this time frame we will endeavour to contact you and advise you of the expected despatch date.

21. Delivery

Once your Card has been despatched, it should be delivered within 2-3 business days. Please allow up to 3 additional days for delivery to rural addresses. Delivery costs (for delivery by standard post) are included to the Card Charge amount and are calculated on a per Card basis. We may deliver Cards by courier or to addresses outside New Zealand, subject to payment of an additional charge.

22. Timeframes and delays

Although we will endeavour to meet stated delivery timeframes where possible, all delivery timeframes are estimates only and we will not be liable for any loss, expense, or other damage caused by any delay in delivery.

23. Incorrect or incomplete deliveries

Except to the extent that you are permitted to request a transfer of Stored Value from a Registered Card under Sections 52 -54, we shall not have any obligation, responsibility, or liability for the loss of (or damage to) any Card. If you believe that there is a shortage in the quantity of Cards delivered, or there is any other problem with any Card or any Stored Value thereon, you must contact us with any such claim within 10 days of the date of your order and you must provide us with a reasonable opportunity to investigate that claim.

Stored Value, usage and charges

24. Minimum and maximum amounts

Each time you add Stored Value to a Card, you must add at least \$10 (incl. GST). You will only be able to add Stored Value in certain multiples of the minimum amount or in such other fixed amounts as may be notified by us from time to time. The maximum amount of Stored Value that may be held on a Card is \$300.

25. Top-up channels

You may pay for Stored Value to be added to a Card:

1. by credit card (either online at the Website or by calling 0800 555 345); and
2. at any Authorised Merchant.

26. Determination of Stored Value

The determination by us or the Authorised Merchant or the Public Transport Operator (as the case may be) as to the amount of Stored Value on a Card shall be final and conclusive. We reserve the right to correct the Stored Value on your Card if we believe that a technical or accounting error has occurred. For the purposes of such determination, the value as determined by us or the Authorised Merchant or the Public Transport Operator from any of the following sources shall be deemed to be conclusive and binding:

1. the value encoded in the Card;
2. our records, including records that we generate from the Card system.

27. Obligation to examine

You must check the Card upon the purchase or issuing of the Card and upon the addition or subtraction of any Stored Value to the Card. Neither we nor our Authorised Merchants or Public Transport Operators (as the case may be) shall be liable for any error or omission not drawn to attention of us or our Authorised Merchants or Public Transport Operators at the time of purchase, issue, addition, or subtraction.

28. Residual Stored Value

The Stored Value on a Card is non-refundable and, except to the extent permitted under the section 'Cancellation and transfer', non-transferable.

29. Interest

No interest will be payable to you in relation to the Stored Value on any Card.

30. Usage

Subject to specific Card functionality, personalisation, and Authorised Merchant and Public Transport Operator availability (as applicable), you may use the Card to pay for:

1. Authorised Products; and
2. public transport journeys,

in each case, in accordance with these Conditions.

31. Right to refuse

We or an Authorised Merchant or a Public Transport Operator (as the case may be) may refuse to accept a Card for payment of Authorised Products or a public transport journey if:

1. the Card is expired, suspended, or cancelled;

2. we or an Authorised Merchant or a Public Transport Operator suspect that the Card has been fraudulently issued, stolen, tampered with, or used, or that the Card may in any way pose a risk to the Card system;
3. the Stored Value on the Card is insufficient or has been exhausted;
4. the Card system is unable to process the payment for any reason whatsoever, or any circumstance arises which prevents an Authorised Merchant or a Public Transport Operator from accepting or processing the Card as a means of payment; or
5. you do not comply with these Conditions.

32. Transaction details

All transaction details, trip details, and other details recorded as a result of you using a Card will be recorded and retained by us. Using your Online Account, you will be able to view transaction and trip details for each Registered Card for up to 8 weeks following the date of the transaction or trip (the **"Online Transaction Data"**). Online Transaction Data is available for Registered Cards only. Although we will endeavour to update the Online Transaction Data at least once per day, you acknowledge that:

1. there may be delays in the updating of certain Online Transaction Data, which may result in that information appearing in your Online Account one or more days after the transaction or trip took place; and
2. we may add or update any Online Transaction Data at any time.

33. Debits to Stored Value and Fees

The Stored Value on a Card will be debited in the circumstances set out below:

1. Payment Transactions

When you use a Card to pay for goods or services or a public transport journey, the Stored Value on the Card will be debited by the amount payable for the goods or services or public transport journey.

2. Card Top-up Fee

We will not charge you a Card top-up fee before 1 October 2008. From 1 October 2008, each time you add Stored Value to a Card through an Authorised Merchant we will charge you an additional \$0.25 (incl. GST) charge. From 1 October 2008, each time you add Stored Value to a Card by credit card through the Website or by calling 0800 555 345, we will charge you an additional charge of 2% of the total amount of Stored Value being added to your Card at that time.

3. Mobile Services Fee

If you choose to receive text messages from us (for example, low balance alerts), your mobile phone network provider may charge you a fee for each text message that we send. You must have a New Zealand (64) mobile phone number in order to receive messages from us. Text message delivery whilst your phone is overseas may be subject to global roaming availability and additional global roaming charges.

4. Unsuspend Fee

Pursuant to Section 12 ('Suspension'), we may impose an administration fee as a condition of unsuspending a Card.

The charges and other amounts payable to us under these Conditions are stated and payable in New Zealand dollars, and are inclusive of any applicable Goods and Services Tax ("**GST**"). We may vary any such charges and amounts at any time by publishing revised Conditions in accordance with the Section 4 ('Changes'). We may also introduce additional fees and charges in relation to any services or functionality relating to the Card and the Card system that we introduce in the future.

Public Transport Operators and public transport journeys

34. Public Transport Operators

Certain authorised public transport operators have entered into agreements with us (“**Public Transport Operators**”) to accept debits on the Stored Value on a Card as a means of payment for public transport journeys on services run by those Public Transport Operators.

35. Minimum Stored Value amount

Notwithstanding Section 31 (3) ('Right to refuse'), Public Transport Operators may permit you to commence a public transport journey, and to complete each leg of the route, as long as the Stored Value on the Card is at least the minimum fare permissible on that route as at the start of your journey. Stored Value contained on multiple Cards cannot be combined to pay a single fare.

36. Fare types

There is currently one type of fare that Public Transport Operators may offer for public transport journeys using the Card.

Each time you complete a public transport journey, the applicable fare shall be deducted from the Stored Value on the Card. Information about the fares, routes, concessions, applicable terms and conditions, and other information relating to public transport journeys is available from the respective Public Transport Operators.

37. Travel Conditions

When you travel using the Public Transport Operators, you must do so in accordance with any applicable legislation, regulations, conditions of carriage, and conditions of use (including any signs and notices displayed by the relevant Public Transport Operator) pertaining to that travel (“**Travel Conditions**”). These Conditions are in addition to, and are not intended to limit, the Travel Conditions. Where required by the Travel Conditions applicable to your public transport journey, you must hold your Card against or near the Card reader such that the reader provides a visual or audible acknowledgement that it has successfully processed your Card (each a “Touch”). If an authorised representative of the Public Transport Operator inspects your Card during or after a public transport journey and determines that you did not Touch your Card in accordance with the Travel Conditions, he or she may:

1. debit the Stored Value on your Card for the maximum fare possible on that route; and
2. impose any other charges permitted by the Travel Conditions; and
3. take any other action permitted by the Travel Conditions.

38. Fares

The Card does not entitle you to a specific fare price or fare programme. We do not control the fares charged by the Public Transport Operators, and you acknowledge that they may increase fares and fare programmes in accordance with the applicable Travel Conditions. A Time Pass that you have already commenced using prior to a fare increase will be honoured until the Time Pass expires. Stored Value will be deducted at the fare, fee or rate in effect when the Card is Touched.

39. Acknowledgement

You acknowledge that we are not a Public Transport Operator and are not involved in the operation of trains, buses, or rail or bus networks. We make no warranty as to the standard or availability of service from a particular Public Transport Operator.

Authorised Merchants

40. Authorised Merchants

Certain authorised merchants have entered into agreements with us (“**Authorised Merchants**”) that authorise those merchants (depending upon the terms of our agreement with that Authorised Merchant) to:

1. sell Cards to customers;
2. provide Card top-up services to enable you to add Stored Value to a Card;
3. accept debits on the Stored Value of a Card as a means of payment for goods or services offered by the Authorised Merchant; and

4. charge fees to Card users.

41. Identification of Authorised Merchants

Authorised Merchants can be identified by their display of a Snapper acceptance sign. You should only present your Card when you see the Snapper acceptance sign. If you present your Card at readers that do not show the Snapper acceptance sign, this may damage the Card.

42. Payment for Goods and Services

You agree that each Authorised Merchant is responsible for deducting payment for the goods and services that you have paid for (or agreed to pay for) from Stored Value, in such manner as may be required by that Authorised Merchant.

43. Unauthorised or unlawful transactions

You should not attempt to add Stored Value or purchase any goods or services from any merchant if you have any suspicion that the merchant is not an Authorised Merchant. We will not honour value that is added to a Card or any transaction for goods and services by any unauthorised person or through any unauthorised or unlawful means.

44. Liability in relation to Authorised Products

You agree that we are not involved in the provision of goods or services offered by any Authorised Merchant who accepts the Card for payment. To the maximum extent permitted by law, we shall not be responsible or liable in any way for:

1. the goods or services supplied by the respective Authorised Merchants including, without limitation, any defect in (or disruption, failure, or unavailability of) any goods or services; or
2. any other disputes concerning goods or services, all of which shall be the sole responsibility of the respective Authorised Merchants.

Lost, stolen, or non-functioning Cards

45. Your responsibility

You are responsible for safeguarding your Card against loss, damage, and theft, and ensuring that your Card is not used by any person without your permission. We and the Authorised Merchants accepting your Card for payment for goods or services or the Public Transport Operators accepting your Card for payment for public transport journeys shall have no obligation to prevent the use of a lost or stolen Card by a person. We will also have no obligation to cancel any lost or stolen Card (whether a Registered Card or otherwise) or to transfer the Stored Value on that lost or stolen Card to a replacement Card.

46. Non-functioning Cards

We will not be responsible or liable for replacing any non-functioning Card except where we, in our absolute discretion, determine that the Card's failure to function is the result of an inherent manufacturing defect. In particular, we will not be responsible or liable for replacing any Card that has been rendered non-functioning by reason of the Card being:

1. bent, scratched, folded, snapped, torn, delaminated, chipped, cut, cracked, punctured, crushed, or smashed;
2. melted, burnt, frozen, or exposed to any other extreme temperature;
3. immersed in water, or otherwise exposed to liquid;
4. tampered with in any way; or
5. used otherwise than in accordance with any of our instructions or guidelines relating to the Card, or where we determine that you have failed to take proper care of the Card.

Cancellation and transfer of non-functioning Cards

47. Cancellation of Registered Cards

If a Registered Card is rendered non-functioning, you may ask us to cancel that Card by:

1. calling us on 0800 555 345. You will also be required to supply your Card number, full name, and answer some security questions; and
2. returning the Card to us to the address that we notify to you, to enable us to determine whether Section 46 ('Non-functioning Cards') of these Conditions applies.

48. Transfer of Stored Value

When requesting cancellation of a Registered Card that has been rendered non-functioning, you may also request the transfer of any residual Stored Value from that Card to a replacement Card. When you request a transfer of Stored Value:

1. you must return the Card to us to the address that we notify to you, to enable us to determine whether Section 46 of these Conditions applies;
2. you must confirm the reason for the transfer (e.g. lost, stolen, or non-functioning Card);
3. subject to Section 46 ('Non-functioning Cards'), you must pay the Card Charge applicable at the time you request the transfer for the replacement Card, together with an administration fee of \$15 (incl. GST);
4. we will do our best to promptly cancel the original Registered Card and we will transfer any residual Stored Value (as at the time you requested the transfer) to the replacement Card;
5. we will not be responsible or liable for any loss or damage that you may suffer as a result of any delay in delivery of the replacement Card, or as a result of us delivering the replacement Card to the address specified in your order; and
6. our determination as to the amount of Stored Value transferred to the replacement Card shall be final and conclusive, but we reserve the right to make subsequent adjustments to that determination if we obtain transaction records which indicate that an adjustment is required to the amount of Stored Value transferred.

49. Registered Cards only

You acknowledge and agree that the cancellation and transfer options set out in this section are available only for Registered Cards.

Website terms

50. Introduction

By accessing or using the Website, you agree to be bound by these Conditions including (without limitation) the conditions set out in Sections 50 – 59 ('Website Terms'). If you do not accept these Conditions, you must refrain from accessing or using the Website. In these Conditions, references to the Website include, unless the context otherwise requires, your Online Account.

51. Content

You acknowledge and agree that the text, images, audio, video, software, and other information, documents, files, and services that may be made available through the Website (together, the "**Materials**") are provided for your general information only and are provided on an "as is" basis, without taking into account your particular purposes, location, or requirements. You further acknowledge and agree that:

1. the Materials (including, without limitation, dates, prices, availability information, and other details) may not be current, accurate, or complete;
2. to the maximum extent permitted by law, we will not be responsible or liable for any damage, loss, cost, expense, or harm arising directly or indirectly as a result of any Materials being non-current, inaccurate, or incomplete;
3. any actions or decisions that you take must be based solely on your own assessment of the suitability of the Materials for your requirements;
4. any access to, use of, or reliance upon, any Materials by you shall be at your sole risk; and

5. we may (at any time and without notice to you) add, remove, or alter any Materials or any other part of the Website.

52. Third Party References

The Website may contain advertisements, information, and other resources about third parties and about the goods and services available from those third parties ("**Third Party References**"). You acknowledge and agree that:

1. the Third Party References do not imply that we are related to, or associated or affiliated with, those third parties;
2. the Third Party References do not constitute an endorsement, sponsorship, or recommendation by us of those third parties or of their goods and services; and
3. we will not be responsible or liable for any damage, loss, cost, expense, or harm arising directly or indirectly as a result of your access to, use of, or reliance upon, any Third Party References or any goods or services supplied to you by such third parties.

53. Hyperlinks

The Website may contain hyperlinks to third party websites ("**Outbound Hyperlinks**"). You acknowledge and agree that:

1. Outbound Hyperlinks may not remain current or be maintained;
2. we make no endorsement of, and accept no responsibility or liability for, any content that you access through any Outbound Hyperlink;
3. your use of Outbound Hyperlinks is at your sole risk; and
4. you are responsible for complying with any terms and conditions imposed by any website accessed through Outbound Hyperlinks.

You further acknowledge and agree that:

1. where you create or maintain hyperlinks to the Website ("**Your Inbound Hyperlinks**"), you will, upon request by us, remove Your Inbound Hyperlinks;
2. you will be responsible and liable for all damage, loss, cost, expense, and harm arising directly or indirectly as a result of Your Inbound Hyperlinks;
3. the creation, publishing, distribution, and maintenance of Your Inbound Hyperlinks shall be at your sole risk; and
4. you will not use any page of the Website as a frame within any HTML <frameset> or <iframe> tag.

54. Availability

Your use of the Website may be subject to interruption or delay from time to time. Due to the nature of the Internet and electronic communications, we (and our service providers) do not warrant that the Website will be error free, or will operate without interruption or delay, or free from defects. You acknowledge and agree that we will not be responsible or liable for any damage, loss, cost, expense, or harm arising directly or indirectly as a result of any such error, interruption, delay, or defect.

55. Your responsibilities

You must not:

1. access or use the Website other than in accordance with these Conditions;
2. disrupt or interfere with the Website, or any servers, software, hardware or equipment associated with the Website;
3. use (or attempt to use) the Website to send unsolicited electronic messages or to otherwise harass, threaten, abuse, embarrass, or cause distress, unwanted attention, or harm to any person;

4. copy or distribute any materials available from the Website, except with our express written permission (which we may withhold or grant, on terms acceptable to us, in our absolute discretion);
5. at any time take any step or make any omission that brings the reputation or good standing of us, the Website, the Cards, the Card system, or our related companies (as that term is defined in section 2(3) of the Companies Act 1993) into disrepute;
6. use the Website to infringe the intellectual property rights of any person; or
7. violate any laws, rules, or regulations applying to your access to or use of the Website.

56. Online Accounts

When you create an Online Account, you will be required to choose a username and password, which will be personal to you. You must at all times maintain the confidentiality of your username and password and must not disclose them to any third party. You acknowledge and agree that you are solely responsible for any use of your Online Account by any person using your username and password and you agree to indemnify us against all claims arising from your failure to maintain the confidentiality of your username or password.

57. Security

Although we endeavour to take reasonable security precautions, there is a risk of unauthorised access to, or alteration of, your transmissions or data or of the information contained on your computer system or on the Website. You acknowledge and agree that:

1. we will not be responsible or liable for any damage, loss, cost, expense, or harm arising directly or indirectly as a result of such unauthorised access or alteration or as a result of you accessing or using third party websites through outbound hyperlinks; and
2. all information transmitted to you or from you is transmitted at your sole risk.

58. Malware

Although we endeavour to prevent the introduction of viruses, worms, Trojan horses, and other harmful, destructive, or malicious code ("**Malware**") to the Website, we do not warrant, represent, or guarantee that the Website will not contain Malware. You acknowledge and agree that:

1. we will not be responsible or liable for any damage, loss, cost, expense, or harm arising directly or indirectly as a result of Malware; and
2. you are solely responsible for taking appropriate steps to ensure that your access to, and use of, the Website is protected against Malware.

59. Cookies

During your use of the Website, we may issue to (and request from) your computer blocks of data known as cookies. You may accept or delete any cookies sent to your computer from the Website, but you must not alter any such cookies or send any incorrect or inaccurate cookie in response to a relevant request from the Website. For additional terms relating to the use of cookies, please refer to the Snapper Privacy Policy.

Privacy

60. Snapper Privacy Policy

Where we collect personal information from or about you in order to provide you with a Personalised Card, a Registered Card, or a Concession Card, or through your use of a Card, the Website, or your Online Account, the Snapper Privacy Policy shall apply. For an explanation of our practices and policies relating to the collection, use, and storage of your personal information, please refer to the Snapper Privacy Policy, which forms part of these Conditions.

Warranties

61. Exclusion

To the maximum extent permitted by law, we disclaim all warranties, representations, and guarantees (whether, express, implied, or statutory), with respect to the Card system, the Cards, your Online Account, the Website, and

your use of (or inability to use) the Card system, a Card, your Online Account, or the Website (including, without limitation, warranties of availability, accuracy, non-infringement, title, completeness, timeliness, currency, merchantability, or fitness for a particular purpose).

62. Consumer Guarantees Act

Nothing in these Conditions is intended to avoid the provisions of the Consumer Guarantees Act 1993 except to the extent permitted by that Act, or to exclude liability arising under any other statute, if and to the extent that such liability cannot be lawfully excluded, and these Conditions shall be modified to the extent necessary to give effect to that intention. If you acquire any goods or services from us for the purposes of a business you agree that the guarantees and remedies provided in the Consumer Guarantees Act 1993 shall not apply.

Liability and indemnity

63. Risk

You carry and use a Card at your own risk, and we will not be responsible for any interference or damage suffered by any electronic device which occurs as a result of your carrying or using a Card.

64. Exclusion

To the maximum extent permitted by law, we and the Authorised Merchants and Public Transport Operators (and our respective employees, contractors, and agents) shall not be liable (in contract, tort, or otherwise) to any party for any direct, indirect, special or consequential loss, damage, cost, expense, delay, or inconvenience (including, without limitation, loss of profits, loss of opportunity, interruption of business, and loss of data) that is suffered by that party in connection with:

1. the ordering, issue, use of, inability to use, or reliance upon, a Card, your Online Account, the Card system, or the Website;
2. any goods or services purchased using a Card including, without limitation, any goods or services or public transport journeys;
3. any delay in issuing a Card;
4. a Card being damaged or non-functioning for any reason (except where we determine in our absolute discretion under Section 46 ('Non-functioning Card') that a Card's failure to function is the result of an inherent manufacturing defect, in which case our liability shall be limited to the issuance of a replacement Card and the transfer of any Stored Value from the non-functioning Card to such replacement Card);
5. a Card or Online Account being suspended or cancelled for any reason;
6. a Card being confiscated or otherwise retained by us or any Authorised Merchant or Public Transport Operator;
7. any period where any equipment, software, or system is unavailable for processing Card transactions (for example, the addition of Stored Value to a Card or the use of a Card for payment),

even if we have been expressly advised of the possibility of such damages.

65. Limitation

If, notwithstanding the exclusion in Section 64, we are found liable to you under these Conditions (or in contract, tort, or otherwise), to the maximum extent permitted by law, our liability to you shall not exceed in aggregate the sum of \$25 for each Card to which your claim relates.

66. Indemnity

You hereby agree to indemnify us and the Authorised Merchants and Public Transport Operators from and against all actions, proceedings, claims, liabilities, penalties, costs (including legal costs on a solicitor and own client basis), awards, damages, losses, and expenses arising directly or indirectly as a result of:

1. your altering, interfering with, or tampering with a Card (or allowing a third party to do so);
2. your failure to comply with any of these Conditions;

3. our collecting, using, storing, and disclosing Third Party Information (as that term is defined in the Snapper Privacy Policy) in the manner set in Section 6 of the Snapper Privacy Policy; and
4. your negligent or wilful acts or omissions.

Intellectual property

67. Ownership

The Cards (including any software and data stored thereon), the Card system, the Website and the Materials are protected under copyright and other laws of New Zealand, and under international conventions and similar laws abroad. You acknowledge and agree that, unless otherwise stated, all copyright and other intellectual property rights that may subsist in the Cards (including any software and data stored thereon), the Card system, the Website and the Materials belong to us or our suppliers (as the case may be).

68. Restriction

Except with our prior written permission in each instance, you must not:

1. alter, remove, or obscure any copyright notice or other notice appearing on a Card; or
2. decompile, reverse engineer, decrypt, resell, distribute, reproduce, or modify any Card (or any software or data stored thereon) in any way or for any purpose (or permit anyone else to do so).

69. No rights conferred

Nothing you do on or in relation to the Cards (or any software or data stored thereon), the Card system, the Website, or the Materials will transfer any intellectual property rights to you or license you to exercise any intellectual property rights except with our express written permission in each instance.

70. Trade marks

You acknowledge and agree that the trade marks appearing on any Card or on the Website belong to us, our suppliers, or other third parties (as the case may be). Except with the prior written permission of the trade mark owner, you must not use, copy, or adapt any trade mark appearing on a Card or the Website (or permit anyone else to do so).

General

71. Assignment and subcontracting

We may assign, transfer or subcontract our rights or obligations under these Conditions without your consent.

72. No waiver

Our failure or neglect to enforce at any time any of these Conditions shall not be construed to be a waiver of our rights, or to in any way affect the validity of the whole or any part of these Conditions, or to otherwise prejudice our rights to take subsequent action. Any waiver made by us in respect of any right provided for in these Conditions shall not be construed to be a waiver of any further or future right arising under these Conditions.

74. Severability

If any of these Conditions is held invalid, unenforceable or illegal for any reason, that provision shall be deemed deleted and the remainder of these Conditions shall remain in full force and effect to the maximum possible extent.

75. Governing law

These Conditions shall be governed by, and construed in accordance with, New Zealand law and the courts of New Zealand shall have non-exclusive jurisdiction to hear and determine all issues and disputes which may arise under or in relation to Cards, the Card system, Online Accounts, the Website, or these Conditions. You agree that the New Zealand courts are a convenient forum in which to hear and determine any such issues and disputes.

76. New Zealand use only

The Cards, the Online Accounts, and the Website are intended for use in New Zealand and may not satisfy the laws of (or be appropriate or suitable for use in) any other country. You are responsible for compliance with applicable local law and you must ensure that accessing and using the Cards, Online Accounts, and the Websites is not illegal or otherwise prohibited by the laws of your jurisdiction.

77. Electronic communications

You consent to receiving communications from us electronically (other than promotional messages under the Unsolicited Electronic Messages Act 2007, in which case we will obtain your consent to receiving such promotional messages in accordance with that Act) and you agree that all agreements, notices, disclosures and other communications that we provide to you electronically satisfy any legal requirement that such communications be in writing. You agree to be bound by any agreement reached through electronic communications in terms of the Electronic Transactions Act 2002.

78. Entire agreement

These Conditions constitute the entire agreement between the parties and supersedes all prior communications, representations, agreements or understandings, either verbal or written, between the parties with respect to the subject matter of these Conditions.

79. Force majeure

Neither us nor the Authorised Merchants or Public Transport Operators shall be liable for any non-performance, error, interruption, or delay in the performance of their obligations under these Conditions or in the availability or performance of the Card system, if this is due (in whole or in part, directly or indirectly) to any event or circumstance which is outside reasonable control of us or the Authorised Merchants or Public Transport Operators, including (without limitation):

1. flood, lightning, acts of God, fire, earthquakes, and other natural disasters;
2. judgments, legislations, acts, orders, regulations, bylaws or other measures of any kind on the part of any court, governmental, parliamentary, or regulatory authority;
3. failure of any electricity or telecommunications service (including the Internet);
4. failure of any equipment, software, computer hardware, or system required for the operation of the Card system where the maintenance and repair of that item is the responsibility of a third party;
5. the acts or omissions of any party for whom us or an Authorised Merchant or Public Transport Operator (as the case may be) is not responsible.

80. Contact

If you have any questions, compliments, or complaints in relation to a Card or the Card system, please contact us using our online feedback form or via the contact details set out below.

Snapper Services Limited

POBox 11454
Wellington
New Zealand
Phone: 0800 555 345
Email: info@snapper.co.nz

To enable us to respond promptly to complaints, please include your full contact details including your Card number, email address, postal address and contact phone numbers during office hours. If you require a response, we will do our best to respond to as soon as possible.