



PACIFICEZY
TERMS AND CONDITIONS

1. DEFINITIONS

- 1.1 The terms within this document shall take natural and ordinary meaning with the exception to the following:
- 1.1.1 **“Customer”** means the legal person or entity, including but not limited to a natural person, a business, a company that trades or intends to trade or trades in goods and services with PacificEzy
 - 1.1.2 **“PacificEzy”** means PacificEzy Limited, a duly incorporated limited liability company and any of its duly authorised person or entity.
 - 1.1.3 **“Services”** means any money transfer service that is intended to be or is being or was rendered by PacificEzy to a Customer.
 - 1.1.4 **“Terms and Conditions”** means the terms and condition contained in this document and shall include any supplementary terms and conditions issued in accordance with this document.
 - 1.1.5 **“Trade” and “Agreement of Trade”** means any money transfer service that PacificEzy intends to be entered or is entering into or had entered, with a customer or intended customer.

2. GENERAL TERMS

- 2.1 PacificEzy reserves the right to amend any or all terms and conditions within this document without any prior notification, warning or publication, but subject to the condition in subclauses 2.2 to 2.5.
- 2.2 If PacificEzy amends any or all terms and conditions contained in this document without any prior notification, warning or publication, the said amendments shall apply to all future customers and not the current or past customers
- 2.3 If PacificEzy intends the amended terms and conditions to apply to the existing customers, it shall provide a copy of the amended terms and conditions to the said customer and obtain consent (either written or by conduct) from the said customer before the said amendment would form part of the contractual relationship.
- 2.4 If PacificEzy provides a copy of the terms and conditions to a customer, and the said customer accepts the said copy, it shall be deemed that the said customer has accepted the terms and conditions in its entirety and without any exception or exclusion.
- 2.5 The rights and obligations of consumers under that Fair Trading Act 1986 and/or Consumer Guarantees Act 1993 shall not be affected whatsoever by this document or by any supplementary document.
- 2.6 A customer of PacificEzy cannot be a consumer when the said customer orders and/or receives any service from PacificEzy with the intent and in conduct of its trade and for personal purposes.
- 2.7 The applicable legislative and common law rights and obligations of PacificEzy and the customer shall not be affected by this document, whatsoever

3. SUPPLEMENTARY TERMS AND CONDITIONS

- 3.1 PacificEzy may at its sole discretion include any supplementary terms and conditions in any dealing with any customer.
- 3.2 If PacificEzy decides to include any supplementary terms and conditions in a dealing with a customer, it will provide a copy of the said document to the customer prior to entering any contract with that customer.
- 3.3 If there is any contradiction, and/or incompatibility between the terms contained in this document and any supplementary terms and conditions, the later in time, shall take precedence unless converse has been expressly agreed between the parties.

4. VARIATIONS

- 4.1 There shall be no variation to this document or to any of its supplementary, except as specified in clause 4.2
- 4.2 If PacificEzy intends to vary any terms and conditions, it shall provide a copy of the copy of the variation to the customer and obtain consent (either written or by conduct) from the said customer before the said variation would form part of the contractual relationship.

5. PRICE AND PAYMENT

- 5.1 The price of any service shall be the price as stipulated in the official invoice/receipt or notification by PacificEzy and provided to the customer prior to or at the time of trade.
- 5.2 The price of any good and/or service shall be inclusive of Good and Service Tax and any other relevant tax unless expressly stated otherwise.
- 5.3 PacificEzy shall provide the customer with an invoice/receipt stipulating the details and particulars of the service performed or will performed as part of the trade.
- 5.4 PacificEzy shall only accept payments in the form of cash, bank deposits, internet banking and shall not accept any payment by personal cheques or any other payment methods.

6. SERVICE FEE

PacificEzy shall charge the following service fee, wherever applicable:

- \$5.00 for any changes made to the particulars of the receiver
- \$20.00 for statement of transactions
- \$5.00 for replacement of lost membership cards
- \$20.00 to process refund (refer to clause 7 for details)

7. REFUND

- 7.1 PacificEzy may its sole discretion refund any money received for the purpose of money transfer service and the customer subsequently changes his/her mind and seeks cancellation of transfer and seeks a refund.
- 7.2 PacificEzy shall charge a service fee of \$20.00 for every refund transaction.
- 7.3 PacificEzy shall process refunds in the same mode as it received the money from the customer.
- 7.4 PacificEzy will refund the amount received in the foreign currency, and will convert this at the rate applicable om the day to the NZD conversion rate,.

8. OVERDUE OR DEFAULTED PAYMENTS AND CONSEQUENTIAL DELAYS

- 8.1 PacificEzy shall charge the customer 25% per annum as default interest on all sums overdue and/or defaulted payment.
- 8.2 The overdue and/or defaulted payment shall be calculated for the period of default on a daily basis.
- 8.3 To avoid any doubt, an overdue and/or defaulted payment means any payment not received as cleared funds by the PacificEzy by the close of the business on the day that a payment falls due.

9. RECOVERY COSTS ASSOCIATED WITH OVERDUE AND DEFAULTED PAYMENTS

PacificEzy shall at its sole discretion, recover from the customer, all costs including legal costs associated with recovery of overdue and defaulted payments.

10. RETENTION OF TITLE

PacificEzy shall retain the title, both legal and equitable, of all services supplied to the customer until such time that the customer has paid the sum due in full.

11. ASSIGNMENT OR TRANSFER OF RIGHTS AND/OR OBLIGATIONS

The customer may under no circumstance assign, transfer or otherwise shift all or part of any rights and/or obligations under this document, except when

PacificEzy gives prior written consent for said assignment, transfer or shifting.

12. TARGET TRANSFER TIME

- 12.1 PacificEzy target transfer time shall be 30 minutes under normal circumstances and the said target transfer time may extend to 45 minutes during peak or festive seasons such as, Christmas, White Sunday, etc.
- 12.2 To avoid any doubt, the target transfer times shall not constitute a promise or contractual term.

13. COLLECTION, DISSEMINATION, AND USE OF CUSTOMER INFORMATION

- 13.1 The customer hereby consents and authorises PacificEzy to collect, retain, disseminate any information about the customer for verification of credit status, enforcing any rights under this document and/or marketing and/or promoting any products or services of PacificEzy.
- 13.2 In circumstances where the customer is a natural person, subclause 12.1 shall be subject to the provisions of the Privacy Act 1993.

14. RIGHT TO ENGAGE AGENTS

PacificEzy shall reserve exclusive and unrestricted right to engage agents to undertake any or all of its contractual obligations, on its behalf

15. DELAY IN ENFORCEMENT OF RIGHTS

In any circumstance when PacificEzy delays or overlooks to exercise and/or enforce any rights under this document, it shall never be construed as it has waived or foregone the said rights, except in circumstances when PacificEzy expressed waives the said rights in writing.

16. FORCE MAJEURE

The customer hereby agrees that no claim or liability shall be brought against PacificEzy under this document or otherwise, if and to the extent that the failure of PacificEzy to adhere to its obligations under this document or otherwise, arises largely or in its entirety by reason of *force majeure*.

17. APPLICABLE LAW

PacificEzy and the customer agree that for all intends and purposes, this document and the relationship between parties in general, must be governed and interpreted in accordance with the laws of New Zealand and all judicial recourse shall be in Courts established within the jurisdiction of New Zealand, unless expressly and mutually agreed by both parties in writing.

18. EFFECT OF PARTIAL ENFORCEABILITY

In circumstances where a provision or provisions or a part of a provision is found to be invalid, unenforceable or unlawful for whatever reason, the said provision or provisions or a part of a provision must be deemed to be precluded and that shall have no effect or impediment on the validity, enforceability or lawfulness of any other or all other provisions contained in this document or any of pits supplementary or variation documents