

TERMS AND CONDITIONS OF CREDIT CARD PAYMENT AUTHORISATION

In these Terms, when we say you or your, we mean both you and any entity you are authorised to represent (such as your employer). When we say we, us, or our, we mean CardLink Systems Limited (Company Number 483981). We and you are each a Party to these Terms, and together, the Parties.

You cannot use your credit card to make payments unless you agree to these Terms. These Terms should be read in conjunction with the terms and conditions that you agreed to in relation to card payment products (Main Terms). To the extent of any inconsistency between these Terms and the Main Terms, then the Main Terms will prevail.

For questions about these Terms, or to get in touch with us, please email: customer@cardlink.co.nz

These Terms were last updated on 04 February 2025.

OUR DISCLOSURES

Please read these Terms carefully before you accept. We draw your attention to:

- our [privacy policy](#) (on our website) which sets out how we will handle your personal information; and
- clause 8 (Liability) which sets out exclusions and limitations to our liability under these Terms.

These Terms do not intend to limit your rights and remedies at law, including under relevant consumer laws.

1 ENABLING CREDIT CARD TRANSACTIONS

- 1.1 We do not store your credit card details. To enable credit card payments, you will be directed to our third-party provider Windcave.
- 1.2 You must provide Windcave with your credit card details by entering these directly into Windcave's secure portal. We do not have access to this portal.
- 1.3 Windcave will validate your credit card details and provide us with an encrypted token.
- 1.4 Each time we need to make payment we will provide that token to Windcave who will then process the payment.

2 CONTENT AND AUTHORISATION

- 2.1 By accepting these Terms and providing your credit card details to Windcave, you authorise us to:
 - (a) obtain and store the encrypted token associated with your credit card; and
 - (b) use this token to process payments for your invoices on an ongoing basis until you notify us otherwise
- 2.2 You acknowledge that this authorisation will remain in effect until we or you can cancel it in writing

3 FEES

- 3.1 You agree that a credit card fee, as required by third party credit companies, will be applied to all credit card payments.
- 3.2 Credit card fees are determined by third party suppliers, which we do not control. We will however endeavour to keep credit card fees up to date on our website which you can view at any time on our Fee Schedule/ Standard Charges Schedule at <https://www.cardlink.co.nz/fee-schedule/>. Pursuant to our Main Terms, we will provide you with notification if fees change.
- 3.3 We will display the credit card fee on your invoice.

4 FAILED PAYMENTS

- 4.1 If a payment fails due to issues with your credit card, such as it being expired or there are insufficient funds, then we will notify you promptly.
- 4.2 A failed payment will constitute a late payment under the Main Terms.
- 4.3 You are responsible for ensuring your credit card information is up to date and that sufficient funds are available.
- 4.4 We reserve the right to bill you using the payment methods under the Main Terms should a credit card payment fail.



P: 0800 655 866



A: Private Bag 99918
Newmarket, Auckland,
1149



E: merchants@cardlink.co.nz
W: [cardlink.co.nz](https://www.cardlink.co.nz)

5 CONTENT AND AUTHORISATION

- 5.1 By accepting these Terms, you agree to resolve any disputes directly with us before initiating a chargeback with your credit card issuer or bank.
- 5.2 We reserve the right to suspend or terminate this payment method if we suspect fraudulent activity or abuse of the chargeback process.

6 RECORDS

- 6.1 We will maintain records of your acceptance of these Terms and the date and time of your acceptance.
- 6.2 These records may be used to verify your authorisation of payments in the event of chargeback claims or disputes.

7 TERMINATION

- 7.1 You may terminate this authorisation at any time by removing your credit card details using your secure Online Portal access.
- 7.2 We reserve the right to terminate this authorisation at our discretion by giving 10 days' notice to you.
- 7.3 If this authorisation is cancelled, then we will revert to billing you in accordance with the Main Terms.

8 LIABILITY

- 8.1 Despite anything to the contrary, to the maximum extent permitted by law:
 - (a) neither Party will be liable for any consequential loss, special or indirect loss, real or anticipated loss of profit, loss of benefit, loss of revenue, loss of business, loss of goodwill, loss of opportunity, loss of savings, loss of reputation, loss of use and/or loss or corruption of data, whether under statute, contract, equity, tort (including negligence), indemnity or otherwise; and
 - (b) a Party's liability under these Terms will be reduced proportionately to the extent the relevant liability was caused or contributed to by the acts or omissions of the other Party (or any of its personnel), including any failure by that other Party to mitigate its loss.
- 8.2 This clause 8 will survive the termination or expiry of these Terms.

9 CONTENT AND AUTHORISATION

- 9.1 **Assignment:** Subject to clause 9.2, a Party must not assign, novate or deal with the whole or any part of its rights or obligations under these Terms without the prior written consent of the other Party (such consent is not to be unreasonably withheld).
- 9.2 **Assignment of Debt:** You agree that we may assign or transfer any debt owed by you to us, arising under or in connection with these Terms, to a debt collector, debt collection agency, or other third party.
- 9.3 **Disputes:** A Party may not commence court proceedings relating to any dispute arising from, or in connection with, these Terms (Dispute) without first meeting a representative of the other Party within 10 days of notifying that other Party of the Dispute. If the Parties cannot resolve the Dispute at that meeting, either Party may refer the Dispute to mediation.
- 9.4 **Further Assurance:** Each Party must promptly do all things and execute all further instruments necessary to give full force and effect to these Terms and their obligations under it.
- 9.5 **Governing Law:** These Terms are governed by the laws of New Zealand. Each Party irrevocably and unconditionally submits to the exclusive jurisdiction of the courts operating in New Zealand and any courts entitled to hear appeals from those courts and waives any right to object to proceedings being brought in those courts.
- 9.6 **Notices:** Any notice given under these Terms must be in writing addressed to the addresses set out in these Terms, or the relevant address last notified by the recipient to the Parties in accordance with this clause. Any notice may be sent by standard post or email, and will be deemed to have been served on the expiry of 48 hours in the case of post, or at the time of transmission in the case of transmission by email.
- 9.7 **Relationship of Parties:** These Terms are not intended to create a partnership, joint venture, employment or agency relationship between the Parties.



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