

USER TERMS AND CONDITIONS

These terms and conditions govern your use of the kashin service. Please read them before you use the kashin service.

Acceptance of Terms and Conditions: These terms and conditions are the terms on which access to the kashin service is provided. By registering with kashin you accept these terms and conditions. If you do not accept these terms and conditions, you must **not** use this service.

Amendment of Terms and Conditions: These terms and conditions may be amended in whole or in part by kashin from time to time and will become effective immediately without prior notice. By continuing to use the service after we have published revised terms and conditions on the kashin website, you agree to be bound by the revised terms and conditions as published.

Becoming a Registered User: Becoming a registered user is free and forms a legally binding contract which is enforceable against you.

The Service: Kashin provides an order and payment service and a funds transfer service via mobile phone and internet.

Kashin does not take any part in the sale of goods or services other than by providing a means of communicating your order to a merchant and facilitating payment for the goods or services.

Payments for goods and services and funds transfers are made directly from your credit card or a pre-paid kashin account via a state of the art bank grade security data centre which is purpose built and specially designed for payments processing.

Customer and Transaction Fees: Kashin will charge you a customer fee each time you make a payment using the kashin service.

When you make an order or request a transfer of funds through the kashin service you are authorising DPS to debit your nominated credit card(s) for the following amounts:

- the amount payable to the merchant for any order of goods and services; and
- the amount payable to the designated payee for a funds transfer request; and
- in the case of a funds transfer request, the amount payable to the credit card provider for the transaction; and
- any associated third party fees (if any); and
- the customer fee payable to kashin.

Fees will be debited from the credit card account(s) designated by you at the time of registration or subsequently.

Kashin customer fees are inclusive of GST (if any). Any GST included in an order payment or a funds transfer request is paid by kashin only as your paying agent.

Customer fees may vary from time to time without notice.

Prepaid Accounts: Once processed, funds received from you and credited to your pre-paid account will not be cancelled, returned or refunded except in exceptional circumstances as agreed in writing by kashin.

kashin's Obligations: Kashin agrees that it will:

- process orders received and payments for the goods and/or services;
- process funds transfer requests made by you in favour of designated payees;
- on receiving from you an order and confirmed payment for such order, send to the merchant an order notification (with details of the order placed and customer name) and payment for such order;
- on receiving from you a funds transfer request and payment for such request (without an associated order for goods and/or services), make payment of such request to the designated payee(s);
- on confirmed payment for an order or a fund transfer request, send an SMS message to you and the merchant with the confirmed details;

Your Obligations: You will:

- keep your login information, including your user name and password, secret and secure;
- not do or refrain from doing any act or permit anything to be done which in the reasonable opinion of kashin damages the reputation of kashin, or is likely to damage its reputation, its system or brings kashin or the website into disrepute; and
- comply with all other applicable laws and regulations.

Disclaimer: You expressly understand and agree that you use the kashin service at your own risk.

While kashin may facilitate transactions for ordering goods and services, and payment via credit card, we are in no way involved in the supply of goods and or services, and responsibility for any refund and or default rests with the merchant.

Kashin gives no undertakings, representations, or warranties in relation to goods and or services purchased using kashin.

While kashin and its partners and suppliers have used their best endeavours to ensure that appropriate systems are in place to reduce the risk of credit card abuse and other forms of fraudulent activity, we are not responsible for protecting kashin users and merchants from credit card abuse or other forms of wrongful or fraudulent activity.

Provided that we have taken reasonable steps to protect our systems kashin does not accept any liability for any damage, loss, cost expense or harm arising directly or indirectly as a result of any computer virus on unauthorised access of our system.

Kashin accepts no responsibility for any inability to use the service that arises from an issue between you and your network or communication provider.

Kashin accepts no responsibility or liability for any issues which may arise between you and a merchant.

Liability: Notwithstanding any other terms of this agreement, you agree that, to the maximum extent permitted by law, any and all liability and responsibility of kashin to you or any other person under or in connection with these terms and conditions, or in connection with the kashin service, this website, any kashin customer act or omission, or your use of or inability to use, the kashin service, is excluded regardless of whether such liability arises in contract, tort (including negligence), equity, breach of statutory duty or otherwise. Our liability and responsibility is excluded in respect of any and all loss or damage, whether direct or indirect, including, without limitation, loss of profits, loss of data, loss of business or anticipated savings, general and special damages, and consequential and incidental loss.

Indemnity: By using this service you agree to release and indemnify us and to keep us indemnified from and against all actions, claims, costs (including legal costs and expenses on a solicitor and client basis), losses, proceedings, damages, liabilities, or demands suffered or incurred by us to any person arising out of or in connection with your failure to comply with these terms and conditions or failure by you or a merchant to complete a transaction or out of or in connection with your use of the service. This includes loss due to any loss of goodwill or reputation.

Force Majeure: Without prejudice kashin has no liability for any lack of performance, or for any failure of us to comply with these terms and conditions where the same arises from any cause reasonably beyond our control.

Breach: Without limiting any other rights and remedies available to us, we may limit your use of the kashin service, terminate your membership, or refuse to provide our services to you if in our opinion you breach these terms and conditions.

Kashin reserves the right to block anyone from using the kashin service at its sole discretion.

Use of Information: All information exchanged by the parties in the course of carrying out the service shall be used only for the purpose of providing the service and subject only to the next clause, shall be kept confidential by the parties. We do not sell, publish, or rent your personal information to third parties.

Notwithstanding any other provision of this agreement, kashin may make non-specific information about its business (e.g. numbers of customers, geographic spread, turnover, transaction types and value etc.) available to prospective investors, bankers and purchasers for due diligence purposes. In the event of the sale of any or all of the kashin business, your information will be released to the purchaser for the purpose of continuing the service.

Privacy: Kashin collects information about you, including your registration details and your transaction activities through your use of the kashin service. You agree that we may use this information to assist us to provide the kashin service to you, for internal research purposes, to verify your identity, for promoting and marketing our merchants to you, and for any other use that you authorise.

Accurate Information: You warrant that you have provided complete, accurate and current personal information when registering with the kashin service. You must maintain and update your personal information held by us to ensure it is kept current at all times. We may phone or email you to verify these details.

Updating Your Information: We provide you with ways in which you can alter, update and add to your personal data, including your email address, credit card details, password and phone number, however the responsibility for updating the information rests solely with you.

Security of Your Information: You are responsible for keeping your login information, including your user name and password, secret and secure. Without limiting the foregoing, you agree to not permit any other person to use your user log in information; and not to disclose, or provide to any other person your user name, password or any other information in connection with your user identification that may allow them to gain access to your account.

Intellectual Property Rights: Kashin or its assigns, own all proprietary and intellectual property rights of the service and in the website (including text, graphics, logos, icons) and the software and other material underlying and forming part of the services or the website.

You may not without our prior written permission, in any form or by any means:

- adapt, reproduce, copy, store, distribute, print, display, perform, publish or create derivative works from any part of this service or website; or

- commercialise, copy, or on-sell any information, or items obtained from any part of the service or website.

Consumer Guarantees Act: Nothing in these terms and conditions will limit the effect of the Consumer Guarantees Act 1995, except to the extent permitted by the Act.

No Waiver: If we do not exercise or enforce any right available to us under these terms and conditions, it does not constitute a waiver of those rights.

Governing Law: These terms and conditions are governed by the laws of New Zealand. You submit to the non-exclusive jurisdiction of the Courts of New Zealand.

Terminology: In these terms and conditions, the following expressions have the meanings set out: 'customer' means a person who uses the kashin service;

'customer fee' means the \$0.50 fee charged by kashin to the customer for the customer's use of the service;

'DPS' means Direct Payment Solutions NZ Limited;

'member' means a registered user of kashin;

'merchant' means a retailer, business or service provider who accepts orders and payments for its goods and/or services through the kashin service;

'order' means an order for goods and services to be supplied by a merchant;

'services' means the means of payment offered by kashin;

'kashin' means Kashin Limited;

'we', 'us' and 'our' are a reference to kashin;

'you' and 'your' are a reference to you;

'website' means the URL address www.kashin.co.nz