



## Now Direct Debit Terms and Conditions

### Specific conditions relating to notices and disputes:

The initiator is required to give a written notice of the amount and date of each direct debit, including the first direct debit in a series, of no less than 2 working days. The notice is to include: the dates of the debits, and the amount of each direct debit.

You may ask your bank to reverse a direct debit up to 120 calendar days after the debit if:

You don't receive a written notice of the amount and date of each direct debit from the initiator, or you receive a written notice but the amount or the date of debiting is different from the amount or the date specified on the notice.

You may ask your bank to reverse a direct debit up to 9 months after the date the initiator sent the first direct debit under the authority if you are not reasonably satisfied that the authority authorised your bank to debit your account with the amount of the direct debit.

If the initiator proposes to change an amount or date of a direct debit specified in the notice, the initiator is required to give you notice no less than 10 days before the change.

If the bank dishonours a direct debit but the initiator sends the direct debit a second time within 5 business days of the original direct debit, the initiator is not required to notify you a second time of the amount and date of the direct debit.

### Banks and building societies may not accept Direct Debit Instructions for some types of accounts

You authorise us, until further notice in writing, to debit your account with all amounts which Now NZ, the registered initiator of authorisation code 1229648, may initiate by direct debit on your behalf.

You agree that this authority is subject to:

- The bank's terms and conditions that relate to your account, and
- The specific terms and conditions listed below.

You provide authorisation to GoCardless, the initiator acting on behalf of Now NZ to send the confirmation of this authority to you via email.

## GoCardless Terms and Conditions

GoCardless process Direct Debit payments on behalf of other businesses and organisations, such as the merchant that you wish to make payments to. These businesses and organisations create payments for their customers using our system and we then process these according to the parameters and instructions they have set. These terms and conditions explain how GoCardless will operate, when it collects payments from your bank account.

### 1. Definitions

Unless otherwise defined in these terms and conditions (the "**GoCardless Terms**"), capitalised terms have the meaning given to them in the Conditions of Instruction to Accept Direct Debits ("**Bank Terms**").

**Customer** means the person or entity identified as such on the Application, who intends to make payments to the Merchant by way of direct debit (also referred to as "you" and "your" in these Terms and Conditions).



**Direct Debit Instruction** means the application form containing the GoCardless Terms and the Bank Terms and completed by you for the purposes of authorising payments to be made from your bank account to the Merchant by way of direct debit.

**GoCardless** means GoCardless Limited, the payment service provider authorised by the Merchant to process direct debit payments made by you to it, on its behalf. The “Initiator” in the “Conditions of Instruction to Accept Direct Debits” above is GoCardless.

**Merchant** means the person or entity that the Customer intends to make payments to by way of direct debit, and identified as such on the Application.

## 2. Direct Debit Instruction

2.1 By completing the Direct Debit Instruction, you agree to be bound by the Bank Terms in addition to the GoCardless Terms.

2.2 You acknowledge that by completing the Direct Debit Instruction, you are authorising the Merchant to debit your nominated bank account (as it appears on the Direct Debit Instruction) for the amounts and at the frequency set out in the Direct Debit Instruction. You acknowledge that GoCardless provides direct debit payment processing activities to the Merchant and as such, where GoCardless is instructed by the Merchant, GoCardless will debit your nominated bank in accordance with the instruction.

2.3 Any changes to the information provided by you on the Direct Debit Instruction must be communicated by you directly to the Merchant. You acknowledge that GoCardless will not accept any instruction directly from you to vary the Direct Debit Instruction.

## 3. Liability of GoCardless

3.1 GoCardless may cease providing the Merchant with direct debit payment processing services upon written notice to the Merchant in accordance with the agreement entered into by GoCardless and the Merchant for the supply of those services. In such circumstances, GoCardless will cease accepting the Merchant’s instruction to debit your nominated bank account in connection with the Direct Debit Instruction. If you continue to receive goods or services from the Merchant, you must contact the Merchant directly to set up an alternative payment method.

3.2 GoCardless will not be responsible for any delay that may occur in processing a direct debit payment on the Merchant’s behalf if:

3.2.1 there is a public holiday on the day or on the day after a payment is due to be made;

3.2.2 a payment is received either on a day that is not a business day or after the normal close of business on a business day;

3.2.3 GoCardless does not receive the Direct Debit Instruction in sufficient time to process the payment; or

3.2.4 the Direct Debit Instruction is not duly completed.

3.3 You acknowledge that GoCardless is not involved in the supply of any goods and/or services to you, and any disputes regarding the supply of any goods and/or services for which you have made payment for in connection with the Direct Debit Instruction are to be dealt with directly by you and the Merchant. GoCardless has no involvement in or express or implied liability in relation to any goods or services provided by the Merchant.

3.4 Nothing in the GoCardless Terms or the Bank Terms creates any relationship or liability between GoCardless and you for any purpose and any disputes regarding any payments debited from your nominated bank account should be directed to the Merchant.

## 4. General

4.1 If there is any inconsistency or conflict between the GoCardless Terms and the Bank Terms, the GoCardless Terms will prevail.

4.2 The GoCardless Terms are governed by the laws of New Zealand.