



CashFlow Plus Platform

Terms and Conditions

July 2022

CashFlow Plus Platform Terms and Conditions

You have agreed to use the CashFlow Plus Platform (the Platform) that allows you to manage your CashFlow Plus Facility. These Terms and Conditions (referred to as 'Terms') apply to your use of the Platform. Please read them carefully.

For other terms governing your CashFlow Plus Facility, see Part 7 of our Business Lending Master Terms and your Facility Document. You can find these Master Terms on our website [bnz.co.nz](https://www.bnz.co.nz)

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1. Welcome to the CashFlow Plus Platform

We appreciate you using the CashFlow Plus Platform, which we jointly provide with Waddle Servicing Pty Limited and its Related Companies. These terms govern its use.

The Platform is the software you use to operate your CashFlow Plus Facility. You can find the Platform on the CashFlow Plus Website, at cashflowplus.bnz.co.nz

1.1 When we talk about ‘you’ and ‘us’, and ‘person’ in these Terms

When we say ‘you’ and ‘your’, we mean (depending on the context): the Customer, the Authorised Signatory, or User who is accessing the Platform. In this document, ‘Customer’ refers to the business that has a CashFlow Plus Facility with us.

When we talk about ‘we’, ‘us’ or ‘our’, we mean Bank of New Zealand.

When we refer to a ‘person’, this means individuals or entities like companies, partnerships, trusts, and statutory bodies.

2. Using the Platform

2.1 Who can use the Platform

- (a) Each person who needs access to the Platform needs to be either an Authorised Signatory, or to be invited as a User by the Authorised Signatory (refer to clause 2.3 of these Terms).
- (b) Each person also needs to be registered for IB4B (Internet Banking for Business) first. You can’t have a higher level of access in the Platform than you do in IB4B.

2.2 What you need to do when you first set up the Platform

The person setting up the first CashFlow Plus Profile, will need to complete the following steps.

- (a) Allow transaction bank feeds to your Platform so you can view transactions in your CashFlow Plus Account. You will do this through your IB4B connection.
- (b) Give us access to data from your Accounting Software. Depending on your version of the Platform you must either:
 - (i) allow the data feed to synchronise information between your Accounting Software and your Platform, or
 - (ii) upload an initial Invoice Batch to the Platform and make the required configurations that allow the Platform to interpret the information. An Invoice Batch is the invoice information for the Debts that are transferred from your Accounting Software to the Platform.
- (c) If for any reason the feed in clause 2.2(a) or (b) is disconnected, then you will need to recomplete that process to restore the information described in clause 2.2(a) or (b).

2.3 How to access and use the Platform

- (a) When you set up your Profile, you must:
 - (i) work with us when setting up a Profile to access or operate the CashFlow Plus Facility
 - (ii) use the same contact details you provided for your IB4B registration
 - (iii) manage your own Profile
 - (iv) enter a password, which will let you access your Profile.

You must not keep any written records of your password. You alone are responsible for keeping your password secret, and we don’t have to check that the person using your Profile is really you.
- (b) To use the Platform, each person who needs access must have their own Profile. They must have a separate Profile for each CashFlow Plus Facility that they are authorised to operate.

- (c) Everyone who uses the Platform is subject to our approval and we may remove or restrict access at any time.
- (d) By setting up a Profile, you agree that we or our lender's representative may access your Profile and complete tasks for you if required. For example, we may need to help you reconcile payments or support you with other operational matters.

2.4 How to manage users for the Platform

- (a) The Customer and its Authorised Signatories can contact us to:
 - (i) invite individuals to set up a Profile and become a User
 - (ii) remove any Users operating your Platform
 - (iii) change what each User is authorised to do on your Platform.
- (b) As the Customer, you alone are responsible for managing your CashFlow Plus Facility. Examples of responsibilities include adding or removing Users and Authorised Signatories, and reviewing what they are authorised to do on your Platform. You're also responsible for everything done or not done by your Authorised Signatories and Users.

3. Using Accounting Software with the Platform

3.1 How to manage users for the Platform

- (a) The Accounting Software you use with the Platform is licensed according to the Accounting Software Terms from its Accounting Software Provider.
- (b) You acknowledge that we and Waddle:
 - (i) are not Accounting Software Providers
 - (ii) are not liable or responsible for any Accounting Software Terms, or for any Accounting Software Provider following or not following those Terms
 - (iii) do not check any information supplied by Accounting Software to the Platform
 - (iv) are not liable or responsible for you using or being unable to use an Accounting Software.
- (c) You may disconnect the Platform from accessing any Accounting Software at any time, but this may affect your ability to use the Platform and access or operate the Cashflow Plus Facility.
- (d) We can add or remove Accounting Software that can connect with the Platform at any time. We can also disconnect the Accounting Software you use to connect to the Platform at any time without telling you. We won't be liable for any negative consequences to you if we do this.

4. Privacy and security

4.1 How we collect, use, and disclose your information

(a) The Platform collects certain information

When you use the Platform it collects, processes, and stores information, including information about you. This information is called Platform Data, and it may be collected in several ways, including:

- (i) if data is automatically extracted or synced from Accounting Software
- (ii) when you manually enter data into the Platform
- (iii) when you upload information to the Platform
- (iv) when we monitor your use of the Platform, CashFlow Plus Website, and your Profile.

We will maintain the confidentiality of Platform Data unless these Terms say otherwise.

(b) You give us, Waddle, and other Related Companies permission to use Platform Data

You authorise us to collect, use, reproduce, modify, combine, and adapt Platform Data. We can disclose Platform

Data to our Related Companies, to Waddle, and to other service providers and organisations that we partner with. We only partner with organisations that meet our high standards. We can do this:

- (i) to supply and maintain the Platform, CashFlow Plus Website, Profiles, and CashFlow Plus Facility for your use, including improving them and tailoring them to your needs
- (ii) to generate insights for our and our Related Companies' internal use, including improving the Platform, CashFlow Plus Website, Profiles, and other products and services
- (iii) to generate data that can't identify individuals (called 'Anonymous Data'), in which case clause 4.1(c) below will apply
- (iv) for any other purpose set out in our Master Privacy Policy, available at bnz.co.nz/privacy

Platform Data may contain the Personal Information of individuals other than you. Personal Information is information that can identify an individual. You confirm that you are permitted under relevant Privacy Laws to give us this information for the purposes set out in this clause.

(c) **You give us, Waddle, and other Related Companies permission to use data we collect to create Anonymous Data**

You authorise us, our Related Companies, and Waddle, to collect and use any data from the Platform to create Anonymous Data. We and Waddle own all Intellectual Property Rights for the Anonymous Data we create (clause 10.1 has more information on Intellectual Property Rights).

We and Waddle may use, manipulate, process, deal, reproduce, combine, distribute, and permanently retain Anonymous Data for any purpose allowed by law without giving you notice.

(d) **We use your Personal Information according to our Master Privacy Policy**

To offer you products or services, we need to collect, use, and disclose your Personal Information according to our Master Privacy Policy. Our Master Privacy Policy sets out:

- (i) the purpose of this collection
- (ii) details of how the Personal Information may be used or disclosed
- (iii) your rights to that Personal Information (such as access and correction)
- (iv) our legal obligations
- (v) the consequences if you don't provide the information.

The Master Privacy Policy covers Personal Information for all our products and services, and all our interactions with you. You can ask us to send you a copy, or you can find it on our website at bnz.co.nz/privacy

(e) **We sometimes need to share Non-personal Information**

At times, we may collect, use, and disclose information that is not an individual's Personal Information and where our Master Privacy Policy doesn't apply. We call this information 'Non-personal Information' in these Terms. Non-personal Information can include where we collect information about our business customers or where personal information has had the identifying information removed.

You authorise us to collect, use, and disclose Non-personal Information to:

- (i) help us manage, improve, and develop our business, services, and products, and for market research purposes
- (ii) manage financial and security risks for our business and our customers
- (iii) monitor our systems for fraud or financial crime
- (iv) defend or enforce our rights
- (v) meet our legal or regulatory obligations.

(f) **You agree to give us Non-personal Information**

You agree to give us Non-personal Information for us to collect, use, and disclose, to help us:

- (i) comply with laws, rules, or regulations in New Zealand or overseas, or fulfil any New Zealand or overseas legislative or regulatory requests
- (ii) monitor your accounts and our products and services you use. This monitoring is for preventing misuse or unauthorised use of our products and services, detecting any fraud or crime, and working with authorities to

identify money laundering and counter financing of terrorism under laws, rules, or regulations in New Zealand or overseas.

4.2 How we keep your account available and secure

- (a) You must cooperate fully with us to investigate any suspected unlawful, fraudulent, or improper access to, or use of, your Profile.
- (b) We can take any security measures for the Platform that we think we need to at any time. We may not tell you before we take these measures to protect the security and integrity of our systems or to protect the operation of the Platform. This could include removing certain functions, suspending or removing access, or restricting the functions the Platform has available.
- (c) We may monitor how you use your Profile, or your compliance with these Terms and Lending Documents.
- (d) You also acknowledge the following.
 - (i) The internet is a public communications network that we and Accounting Software Providers cannot control. Interruptions or disruptions to any part of the internet may affect your use of the Platform.
 - (ii) Your access to the Platform may occasionally be interrupted during normal business hours even though we try to schedule maintenance outside those hours. We will try our best but we cannot guarantee that the Platform will be available at any given time.
 - (iii) We take the security of your information seriously, but we cannot guarantee that the Platform or the transmission of information over the internet will be 100% secure.
 - (iv) We cannot check and are not responsible for the accuracy of your information once it leaves the Platform.

5. Rights and responsibilities

5.1 Your day-to-day responsibilities

- (a) You must make sure everything you provide us is accurate, up to date, and not misleading. This includes information sent to the Platform from your Accounting Software. You must also make sure you:
 - (i) upload or sync to the Platform at least once a month in a way that we deem acceptable
 - (ii) perform actions and maintenance in the Platform, such as reconciliations to release funds, when you upload or sync
 - (iii) take prompt action when we send you alerts or other communications in the Platform
 - (iv) keep your contact details and other information up to date on your Profile.
- (b) If anything changes, you must immediately tell us and update the information in the Platform and your Accounting Software. We rely on this information to make the CashFlow Plus Facility available to you.

5.2 Your general responsibilities

- (a) You agree that you won't:
 - (i) use the Platform in any way that may harm the underlying systems or the ability of anyone else to use them
 - (ii) introduce any viruses, content or code that are harmful, or do anything that may disable, overload, or affect the proper working of the Platform
 - (iii) use the Platform in any way that breaches any applicable law or any third party's rights or terms
 - (iv) do anything like disassemble, decompile, or reverse engineer any part of the Platform, or allow someone else to do so
 - (v) allow or encourage any breach of these Terms.
- (b) You agree to:
 - (i) maintain suitable up-to-date security and anti-virus software on all your devices that use the Platform

- (ii) help us identify and fix any bugs or process glitches that occur from using the Platform.
- (c) You alone are responsible for any third-party expenses that you incur from using the Platform, including paying Accounting Software Providers.
- (d) You must read any terms and conditions that may appear when you click on information icons or links within the Platform. By using the Platform, you agree that those terms and conditions apply to you as well as these Terms.

5.3 Where our responsibility ends

- (a) We will not be liable for any Loss caused by any of the following.
 - (i) We act in line with these Terms, such as acting on your instructions, suspending, or ending your access to the Platform, or assisting you in performing operational functions.
 - (ii) Circumstances outside our control occur, including machine failure, problems with any system or network, or industrial action.
 - (iii) You use, or are unable to use, the Platform or any connected Accounting Software.
- (b) Nothing in these Terms:
 - (i) limits our liability if we act fraudulently
 - (ii) excludes or limits our responsibility and liability in a way that's not allowed by law
 - (iii) limits our rights under clause 63 of the Master Terms.
- (c) Waddle isn't liable to you under these Terms or the Platform.
- (d) We only give assurances and warranties that are required by law. Otherwise we don't give any assurances or warranties under these Terms and the Platform.
- (e) The Platform may include links to other applications and websites we don't own or control. These links are for your convenience, and we don't endorse those applications or websites. Also, we aren't responsible or liable for any loss or damage you incur as a result of accessing them.

5.4 How we and others can use these Terms

If we don't do, or if we delay doing, something we can do under these Terms or by law, we still have the right to do it later if we wish. Our rights under these Terms are additional to any rights we have by law.

We, Waddle, any of our Related Companies, each lender's representative, a receiver, and an attorney can use every provision of these Terms that gives us a benefit, even if they are not party to these Terms. This is allowed under the Contract and Commercial Law Act 2017. We do not need consent from any of these parties to change these Terms.

6. Ending or suspending your account

- (a) You can close your Profile at any time by contacting us.
- (b) We may end or suspend your access to the Platform, or your Profile, or any part of the Platform at any time. This can include us removing content or certain functions available to you from the Platform at any time.
- (c) We will normally give you at least 14 days' notice under clauses 7.2(b) and 7.2(c) of these Terms, before suspending or ending your use of the Platform (whether in whole or in part). However, we do not need to give you this notice if any of the following situations occur.
 - (i) We reasonably believe that we have a legal requirement to do so, including to comply with sanctions, or as required by a Court or another authority.
 - (ii) You have acted unlawfully.
 - (iii) You have breached these Terms, or the terms and conditions governing your CashFlow Plus Account, or the terms and conditions governing any service provided to you through the Platform.
 - (iv) You have acted abusively to our staff.

7. Changes to the Platform or these Terms

7.1 When and how the Platform can change

- (a) We may make minor changes to the Platform at any time, as well as the other changes permitted under these Terms and Part 7 of the Master Terms. These minor changes include removing or adding certain features or functions.
- (b) We will tell you at least 14 days before we remove any feature that we reasonably believe may impact your current use of the Platform, according to clauses 7.2(b) and (c) of these Terms.

7.2 When and how these Terms can change

- (a) We can change, add to, delete, or replace these Terms at any time. When we do so, we will tell you about those changes at least 14 days before the change becomes effective. However, where changes are minor, made to protect the security of our systems, or to comply with a change in the law, we can tell you after the change has become effective.
- (b) We will tell you about changes to these Terms or to the Platform, taking into account how the change affects you. We will tell you in one or more of the following ways:
 - (i) direct communication to you at the address set out in our records (for example, by letter or email)
 - (ii) notice in the media (including public notices)
 - (iii) display on our website.
- (c) If you have more than one account owner, we'll consider direct communication with one of you as communicating with all of you.

7.3 Who can transfer rights and obligations

You agree that we can transfer any of our rights and obligations under these Terms to another person. You consent to any transfer.

You cannot transfer any of your rights or obligations under these Terms without already having our written consent.

8. Contacting you

Unless these Terms say otherwise, you agree to receive all communication under these Terms in one of the ways we describe in clause 21 of the Master Terms. We may also phone you directly or put the communication on our website [bnz.co.nz](https://www.bnz.co.nz)

9. Meanings

9.1 How to understand words with special meanings

Some words have special meanings that are set out below. Additional terms are explained in the Facility Document and the Master Terms.

Accounting Software means any accounting software application or cloud-based accounting service, operated by an Accounting Software Provider, that extracts or receives information or data to or from the CashFlow Plus Platform.

Accounting Software Provider means a third party that operates an Accounting Software that is available for use alongside the CashFlow Plus Platform.

Accounting Software Terms means the terms and conditions of Accounting Software, as specified by the Accounting Software Provider.

Anonymous Data means any data that does not identify any individual.

Authorised Signatory means any person nominated according to the Customer's account operating mandate to operate the CashFlow Plus Facility.

CashFlow Plus Account means the BNZ bank account that you deposit your business revenue into and use to draw from the CashFlow Plus Facility.

CashFlow Plus Platform (also called the Platform) means the software-as-a-service application that is available on the CashFlow Plus Website that you use to operate your CashFlow Plus Facility.

CashFlow Plus Facility is the loan product that you have taken out with us. The terms of this Facility are explained in Part 7 of the Master Terms and in your Facility Document.

CashFlow Plus Website means the website available at cashflowplus.bnz.co.nz (or its replacement).

CashFlow Plus Profile (also called Profile) means the login that you set up on the CashFlow Plus Website.

Customer means a business that has a CashFlow Plus Facility with us.

IB4B means our Internet Banking for Business.

Intellectual Property Rights means all current and future registered and unregistered intellectual property rights. These rights include patents, trademarks, trade names, logos, designs, copyright confidential information, data and trade secrets, and all similar rights.

Loss means any:

- (a) costs
- (b) loss (whether direct or indirect) of profits, business, opportunity, or anticipated savings
- (c) indirect or consequential loss incurred by you or any third party.

Personal Information means any information about any identifiable individual.

Platform Data means certain information the Platform collects, processes, and stores when you use it, including information about you.

Privacy Laws means the Privacy Act 2020 and any other privacy and data protection laws that govern Personal Information.

Related Company has the meaning given to it in section 2 of the Companies Act 1993 provided that the reference to 'company' includes a body corporate wherever incorporated.

User means someone invited by the Customer or an Authorised Signatory to access the Profile Facility on the Platform, who has successfully set up a CashFlow Plus Profile.

Waddle means Waddle Servicing Pty Limited (company number 17 628 605 229) and its Related Companies.

9.2 How to interpret certain words

- (a) Headings are for convenience only and don't affect the meaning of these Terms.
- (b) Any reference to legislation includes any change to it and any replacement legislation. Reference to legislation also includes any regulation, order-in-council, and other directive under that legislation.
- (c) Words in singular include the plural, and words in plural also include the singular.
- (d) A reference to a party includes that party's successors, delegates, and any substitutes.
- (e) When we say 'including' we mean 'including without limitation', that is other things could also be included.
- (f) If a clause allows us to do something, it doesn't affect our rights under any other clause, either in these Terms or in the Master Terms.

10. Legal details

10.1 Who owns the Intellectual Property Rights of the Platform

We own all Intellectual Property Rights to the Platform, alongside Waddle and other third parties on our behalf.

You're not allowed to use any content associated with the Platform for any purpose except when following these Terms or a Lending Document.

10.2 What law governs the Platform

These Terms are subject to New Zealand law.

These Terms were last updated July 2022.



As part of our commitment to you, this document meets the WriteMark Plain Language Standard. The WriteMark is a quality mark awarded to documents that achieve a high standard of plain language.

