BNZ Pay Portable EFTPOS

Terms and Conditions

September 2026

Introduction

These Terms and Conditions apply to the use of your BNZ Pay Portable EFTPOS terminal and facility. These Terms and Conditions are in addition to, and are to be read in conjunction with, your Letter of Offer, the BNZ Merchant Agreement Master Terms and Conditions (the "Merchant Agreement") and the BNZ Merchant Service Guide. In the event of any inconsistency between the documents referred to above, the following rules shall apply:

- The Letter of Offer prevails over all other documents
- These BNZ Pay Portable EFTPOS Terms and Conditions prevail over the Merchant Agreement; and
- The Merchant Agreement prevails over all remaining documents.

Term

There is no minimum term to your BNZ Pay Portable EFTPOS facility and you may terminate at any time by emailing us at bnzpayportable@bnz.co.nz or calling 0800 729 254. However, please note that if you terminate your BNZ Pay Portable EFTPOS facility within the first 3 months, short term rental fees may apply (refer to your Letter of Offer for more information).

There is also no notification period required and upon receipt of your notice to terminate, any issued BNZ Pay Portable EFTPOS terminal(s) will be deactivated, and you have 30 days to return these.

Services

We agree to:

- Provide the services as set out in the Letter of Offer and in these Terms and Conditions. You acknowledge that our ability to provide these services is subject to the availability of third-party services, such as telecommunications and electricity
- Provide you with a range of signs and other promotional material free of charge, to be displayed at the point of sale at your retail outlets
- Provide you with the terminal(s) as set out in your Letter of Offer
- Grant to you the non-exclusive, non-transferable right to use one copy of the software on each piece of equipment for the purposes of accessing the services and for your own internal business purposes. If we make any modifications to the equipment we will do so at our expense
- Provide you with access to the technical helpdesk 24 hours a day to report faults and obtain advice on how to correct them.

Your facility

You must only use your BNZ Pay Portable EFTPOS facility to process transactions in accordance with any instructions, directions, notifications, and user guides provided by BNZ to you in writing from time to time.

We may notify you of changes to the card types, schemes, and verification requirements from time to time. Changes take immediate effect where necessary for compliance with card scheme requirements. All other changes take effect after 30 days' notice.

Terminal

The BNZ Pay Portable EFTPOS terminal remains at all times the property of BNZ and you must not do anything inconsistent with BNZ's title to the BNZ Pay Portable EFTPOS terminal (including, but not limited to, granting any security interest over the BNZ Pay Portable EFTPOS devices).

You're also required to:

- Take reasonable care of any terminals issued to you and not cause damage above what we deem is normal wear and tear
- Keep the BNZ Pay Portable EFTPOS terminal(s) issued to you at the location, and grant us access to enable us to:
    - a) install, inspect, remove, repair, or replace the equipment; and
    - b) make modifications to the equipment
- Regularly charge the terminals to maintain battery health and performance
- Not permit any third party (including a contractor) to use any BNZ Pay Portable EFTPOS terminal issued to you
- Notify BNZ immediately if any terminal is lost, stolen, damaged or defective
- Keep secure, and not disclose, any passwords, PIN numbers, login details or other credentials used to access and use your BNZ Pay Portable EFTPOS facility
- Use the BNZ Pay Portable EFTPOS terminal properly for the purpose provided and in accordance with the manufacturer's operating instructions and any Terminal Care Guide
- Comply with all relevant laws relating to the possession, use and maintenance of the BNZ Pay Portable EFTPOS terminal
- Return any terminal to BNZ upon request.

You will not:

- Interfere with or alter any software within the BNZ Pay Portable EFTPOS terminal
- Knowingly or negligently use or attempt to use a malfunctioning BNZ Pay Portable EFTPOS terminal
- Knowingly or negligently do or allow anything to happen which might damage or interfere with the BNZ Pay Portable EFTPOS terminal or compromise the terminal's security
- Modify, alter, or copy the BNZ Pay Portable EFTPOS terminal
- Affix any mark or label to the BNZ Pay Portable EFTPOS terminal
- Interfere in any way with the BNZ Pay Portable EFTPOS terminal
- Sell, let, hire, encumber, charge, or otherwise deal with the BNZ Pay Portable EFTPOS terminal.
- Connect or link the BNZ Pay Portable EFTPOS terminal with any other device or system without our prior written consent
- Permit anyone but authorised agents to repair, service, or maintain the BNZ Pay Portable EFTPOS terminal.

Any faulty terminal will be replaced at no cost to you, but any lost or damaged terminals will result in additional charges as set out in the BNZ Pay Portable EFTPOS Letter of Offer.

Once you notify us that you wish to return a BNZ Pay Portable EFTPOS terminal, a return pack will be provided to you at no cost. Failure to return terminated BNZ Pay Portable EFTPOS terminal(s) within 30 days will result in the non-return fee specified in your Letter of Offer being charged to you.

Network services

We will:

- Provide you with access to and use of the Verifone network, on the terms contained in these Terms and Conditions
- Take all reasonable steps practicable to maintain the Verifone network in proper working condition to provide a continuous and accurate service to you
- Provide you with access to the technical helpdesk for support, 24 hours a day to report faults and obtain advice on how to correct them.

From time to time the Verifone network may be unavailable, for reasons such as telecommunications errors, power outages or system faults. When this occurs, your terminal is unable to go online to process Transactions.

You agree that:

- All transactions will be processed as online transactions whenever electronic authorisation is available through the EFTPOS system
- Electronic Offline Voucher (EOV) functionality is intended to be used only when electronic authorisation is unavailable through the EFTPOS system
- If the Verifone network is unavailable and EOV functionality is available on your terminal, you may process eligible transactions using EOV mode in accordance with BNZ requirements.

You are responsible for ensuring any offline transactions stored on your terminal are protected against unauthorised access.

Any offline transaction must be processed in accordance with BNZ requirements set out in the BNZ Merchant Service Guide.

BNZ is not responsible for any loss of offline transactions resulting from a terminal malfunction or failure before those transactions are uploaded to the Verifone network.

Use of Network Service

You must comply with any notice, whether general or specific, from us relating to the use of the Telecommunications Network Service.

Change in telecommunications type

If you connect a terminal or equipment type not previously connected to the telecommunications network, you are responsible for ensuring your payment services continue to operate.

Maintenance and repair

You acknowledge that no person other than a person authorised by a telecommunications provider will maintain, repair, or interfere with any part of the telecommunications network. You will provide access to the serviced premises at all reasonable hours for the telecommunications provider to install, remove, modify, repair, maintain, inspect, test, suspend or terminate the network service, any part of the telecommunications network, or anything connected to the telecommunications network or used in association with the telecommunications network or the network service.

Replacement

If any part of the telecommunications network on the serviced premises is lost, stolen, destroyed or damaged through any means other than by fair wear and tear, inherent defect, fire, flood, earthquake or other inevitable catastrophe, you will, on demand, pay (on behalf of the telecommunications provider) the cost of replacing or repairing that part of the telecommunications network.

Liability

Without limiting clause 17 of the Merchant Agreement, we will not be liable for any transaction processing issues or business interruption resulting from any failure in connectivity due to faults with the telecommunications network.

Fees

Monthly terminal rental fees are disclosed in your Letter of Offer and will be pro-rated for partial months. The start date for each terminal's rental will be the date your terminal is connected to the Verifone network, and the end date will be the date that you or BNZ provide notice of termination of your BNZ Pay Portable EFTPOS facility (and your BNZ Pay Portable EFTPOS terminal(s) is deactivated) at the Verifone network.

Terminal rental fees are charged in arrears on the 15th of the following month. If the 15th falls on a non-banking day the fees will be charged on the next banking day after the 15th.

SIM activity fee

Your BNZ Pay Portable EFTPOS terminal is Wi-Fi capable, meaning it can connect directly to the payment network via a privately encrypted Wi-Fi network. It can also connect via a hotspot from a smart device securely connected to a cellular network. The BNZ Pay Portable EFTPOS terminal will not connect over a public or unencrypted Wi-Fi network, as card data must be transmitted securely.

You also have the option to enable the BNZ Pay Portable EFTPOS terminal to connect directly to the cellular network by activating the SIM card inside the terminal.

You can enable and disable the SIM as often as you like by contacting us. If the SIM is active, a monthly fee per terminal, as set out in your Letter of Offer, will be charged for each month the SIM is active. This fee is not pro-rated and will be charged at the same time as your terminal rental fee.

We may also charge other fees, which are set out in your Letter of Offer.

Termination

You may terminate your BNZ Pay Portable EFTPOS facility at any time by emailing us at bnzpayportable@bnz.co.nz or calling 0800 729 254. However, if you terminate your BNZ Pay Portable EFTPOS facility within the first 3 months, short-term rental fees may apply (refer to your Letter of Offer for more information).

We may terminate your BNZ Pay Portable EFTPOS facility (or your Merchant Agreement with BNZ) at any time by giving you notice in writing (including by email), in accordance with clause 19.3 of the BNZ Merchant Agreement Master Terms and Conditions.

bnz.co.nz/payclip • 0800 729 254

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