



KIWICASH Terms and Conditions

1. Acceptance of Terms.

By registering with Kiwi Cash and choosing to use our Services we provide, you agree to accept and abide by these terms. You also accept to abide by the rules that apply to the use of the individual Sites. If you do not accept these terms and conditions and the rules of the individual Site, you are not authorised to use the Kiwi Cash Card, our Services or any Site.

2. Changes to Terms.

We reserve the right to make changes to our website, the Services we provide and these terms and conditions without prior notification. These terms and conditions replace any previous published terms related to the use of the Kiwi Cash Card and our Services.

3. Definitions.

In these terms and conditions the following expressions are used:

"we", "us", "our" refer to Kiwi Cash Limited;

"you" or "your" refer to you, the user;

"Services" means providing you with a Kiwi Cash Card and the ability to access all of the amenities available at any site displaying the Kiwi Cash logo;

"Site" means the freedom camping location where you use your Kiwi Cash Card

4. What we provide.

5. Through the use of the Kiwi Cash Card, we provide you with the ability to access the amenities at any Site displaying the Kiwi Cash logo.

6. Site Charges.

7. Each Site sets its own charges for the use of the amenities and will vary from Site to Site.

8. Your Promise.

9. You warrant that you will provide, or you have provided, complete, accurate and current personal information when registering to obtain a Kiwi Cash Card. We may contact you to verify your details.

10. Kiwi Cash Card.

a. Kiwi Cash is a prepay service. Credit may be purchased online using a credit card or other payment method (where available) or in some cases obtained directly from Kiwi Cash operators.

b. You may add credit to your Kiwi Cash Card up to a maximum of \$500.

c. The credit on your Kiwi Cash Card is not transferable to anyone else.

d. We will not provide refunds for credit less than \$50.

e. When your credit is exhausted, you will not be able to continue to use our Services until your account has been credited.



- f. *If your credit is exhausted while staying at a Site, you must add sufficient credit to your Kiwi Cash Card to pay for any amount owed that is in arrears, before you will be allowed to exit the Site*
- g. *If your Kiwi Cash Card has not been used for a period of 6 months, your account is deemed to be abandoned. Any credit remaining on your Kiwi Cash Card will be retained by us and your account/user ID will be terminated.*

11. Your Account.

- a. *Your user ID will be kept securely but may be released to an operator of a Site if you damage the Site amenities either wilfully or negligently.*
- b. *The Site operator has the right to ban you from a Site and we may prevent you from using your Kiwi Cash Card, if wilful damage is proven. In such an instance no refund will be provided.*
- c. *To help us prevent fraud and to ensure that excessive use of our Services does not prevent others from enjoying our Services we monitor and control data volume and/or types of traffic transmitted via our Services.*
- d. *We may contact you either by email, telephone or by push notification to provide advertising material or relevant local information.*
- e. *We may contact you if there is a civil defence emergency.*
- f. *We reserve the right to modify our prices at any time.*

12. At your own risk.

You use our Services at your own risk. The Kiwi Cash network is a collection of independently operated sites. Services start when you first register your Kiwi Cash profile. You are solely responsible for ensuring that any equipment (such as laptop or mobile device) used to access our Services meets the minimum requirements, is suitable for use with our Services and is adequately protected against viruses.

13. Reliability of Network.

While we will do our best to make sure our Services are available to you at all times, our Services may be impaired by geographic, atmospheric or other conditions or circumstances beyond our control. We take no responsibility for any network unavailability.

14. Warranties.

The Consumer Guarantees Act 1993, the Fair Trading Act 1986, and other statutes may impose warranties, conditions or obligations upon us which cannot by law (or which can only to a limited extent by law) be excluded. Other than as expressly provided for in these Terms, we exclude all such imposed warranties, conditions or obligations to the extent permitted by law and exclude any warranty, condition or obligation imposed or implied under common law, equity or otherwise.

15. Limitation of Liability.

- a. *Except as expressly otherwise provided in clause 11 we are not liable for any loss or damage or liability of any kind whatsoever (including consequential loss of lost profit or business as well as lost or destroyed data or software or the misuses of your username and/or password) whether suffered or incurred by you or another person and whether in contract, or tort, or otherwise and whether such loss or damage arises directly or indirectly from the Services provided by us to you.*
- b. *We do not take responsibility for any accident or injury which may occur at any site.*
- c. *You are wholly responsible for your account and shall be fully liable for all activities carried out under your account.*

16. **Misuse of Services.**

You shall ensure that you use our Services in a reasonable manner and do not abuse them. You accept that we may restrict your ability to use our Services if you use the Services in an unreasonable and/or excessive manner, as determined by us in our sole discretion. You are responsible for the way the Services are used. When using the Kiwi Cash wireless system to access the internet you agree to abide by all relevant New Zealand law relating to internet use.

17. **Prohibited Activities.**

You must not do any of the following acts or allow anyone else to do the following acts via your device in relation to the Services:

- a. *Allow any other person to use your Kiwi Cash Card or disclose information to others that would enable them to gain access to your Kiwi Cash Card and Kiwi Cash account.*
- b. *Send a message or communication that is offensive, abusive, defamatory (i.e. damages someone's reputation), obscene, menacing or illegal;*
- c. *Cause annoyance, nuisance, or inconvenience o of any other person;*
- d. *Perform any illegal activity;*
- e. *Break, or try to break, the security of anyone else's equipment/device, or software;*
- f. *Upload, download, post, publish or transmit any information, material or software that is protected by copyright or other ownership rights without the permission of its owner;*
- g. *You must not use the Services in a manner that will or is likely to adversely affect how we provide our Services to you or any of our customers.*

18. **Anti-Social Behaviour and Damage to Site.**

If you display anti-social behaviour or disrupt other users of a Site, or cause damage to a Site you will be asked to leave. Additionally we may prevent you from using your Kiwi Cash Card and may not provide you with a refund for any credit remaining. We may also require you to pay for the costs for any damage before you leave a Site.

19. **Indemnity.**

You agree to release, indemnify and to keep us indemnified from all actions, claims, costs (including legal costs and expenses), 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.

20. **Privacy Information.**

- a. *We collect personal information from you, including information about your:*
 1. *Name, date of birth and nationality*
 2. *contact information*
 3. *location*
 4. *computer or network*
 5. *interactions with us*
 6. *billing or purchase information*
- b. *We collect your personal information in order to:*



1. *better provide our Services and better determine who uses our Services*
 2. *provide Site operators with the information they need to enforce their Site rules and for statistical analysis of who uses the Sites*
- c. *Besides our staff, we share this information with:*
1. *Site Operators in order to enforce Site Rules; and*
 2. *With others if required:*
 - *To do so by law or in a good faith belief that such action is necessary to comply with the law or legal process served on us or Site operators;*
 - *To protect and defend our rights or property or the rights or property of the Site operators; and*
 - *To act in urgent circumstances to protect the personal safety of users of the Sites, or the public.*
- d. *You are under no obligation to provide the information requested but if you fail to do so you will not be able to obtain a Kiwi Cash card or access our Services.*
- e. *All information will be held by us at 3516 State Highway 1, Blenheim. You can contact us by email or telephone to confirm how you can inspect the information we hold about you, and if you believe any of the information is incorrect, you may request us to correct it.*

If you do not agree to any of the above conditions you are not authorised to use the Kiwi Cash system.