

# User Terms and Conditions

These terms and conditions govern your use of the Latitude Technologies Limited's E-wallet. Latitude Technologies Limited is referred to as LatiPay in these terms and conditions. Please read them before you register as a LatiPay Registered User. Please register as a LatiPay Registered User only if you accept these terms and conditions in full.

## 1. TERMS AND CONDITIONS FOR USE OF LATIPAY E-WALLET

**1.1 Acceptance of Terms and Conditions:** These terms and conditions are the terms on which access to the LatiPay E-wallet is provided and you use and receive the benefit of the wallet payment service provided by LatiPay. If you do not accept these terms and conditions, you must **not** use the LatiPay E-wallet.

**1.2 Variation to Terms and Conditions:** These terms and conditions may be varied by LatiPay from time to time by posting a notice of change on LatiPay's website. Notification will also be made to you via the email address recorded in your LatiPay Registered User account. The variation to the terms and conditions will take effect 10 Business Days after the notice was posted on LatiPay's website. By continuing to use the LatiPay E-wallet after the 10 Business Day notice period, you agree to be bound by the varied terms and conditions as published.

**1.3 Assignment:** LatiPay can assign its rights and obligations under these terms and conditions to any person at any time. Notification of such assignment will be made by posting a notice on LatiPay's website. The assignment will take effect 10 Business Days after posting on LatiPay's website. By continuing to use the LatiPay E-wallet after the 10 Business Day notice period, you agree to be bound by the assignment.

**1.4 Becoming a LatiPay Registered User:** Becoming a LatiPay Registered User is free, with the exception of withdrawal fees (see clause 6.1). Becoming a Registered User forms a legally binding contract which is enforceable against you.

**1.5 Governing Law:** These terms and conditions are governed by New Zealand law. The Courts of New Zealand shall have non-exclusive jurisdiction in relation to any proceedings regarding these terms and conditions.

## 2. SERVICE PROVIDED BY LATIPAY

**2.1 The Service:** LatiPay provides a facility for Users to buy LatiPay E-wallets and use the E-wallets to pay for goods and/or services purchased in New Zealand from LatiPay Registered Merchants. LatiPay provides a transfer service, whereby part or all of the E-wallet value is paid to a LatiPay Registered User on completion of the E-wallet payment procedure described in clauses 5.1 and 5.2.

**2.2 LatiPay is not party to the merchant/ user contract:**

**2.2.1** LatiPay does not take any part in the contract for sale and purchase of goods or services between you and Merchants registered with LatiPay. The LatiPay E-wallet merely provides a means of communicating orders either from or to you and facilitating payment for the goods or services purchased.

2.2.2 LatiPay accepts no responsibility or liability for any issues which may arise between you and Merchants. Responsibility for facilitating any refund from Merchant or default of payment of the refund rests with you.

2.2.3 If you have a dispute regarding goods or services purchased from you, you must resolve the dispute directly with the Merchant. Any reimbursement for goods and services must be arranged between you and the Merchant directly – it cannot be re-credited back to a User's E-wallet.

2.2.4 You will be able to use the E- wallet for transactions up to NZ\$999.99 after the initial registration is completed. You will be required to provide additional identity and address information if you require to conduct transactions for more than \$999.99.

**2.3 LatiPay's right to cancel E-wallet programme:** LatiPay reserves the right to cancel the E-wallet programme at any time.

### **3. GST**

**3.1 Redemption of E-wallet is a supply:** You agree that the time a User redeems an E-wallet to purchase goods or services from you will be treated as the time of supply of goods and services for the purposes of Goods and Services Tax Act 1985.

### **4. USER OBLIGATIONS**

**4.1 Your obligations:** You will:

4.1.1 Keep your LatiPay E-wallet login information, including your Registered User name and password, secret and secure.

4.1.2 Take all reasonable steps to keep your systems secure and free from any unauthorised access or computer or cellphone virus.

4.1.3 Not do any act which in the reasonable opinion of LatiPay damages the reputation of LatiPay or brings LatiPay, its E-wallet or the website into disrepute.

4.1.4 You will not use the LatiPay E-wallet system for any dishonest, fraudulent or otherwise illegal purpose.

4.1.5 If you misplace or in another way, loose the cell phone on which your e-wallet is stored, you will immediately notify us of the loss.

4.1.6 Immediately notify LatiPay of any suspicious, fraudulent or unauthorised transactions on your LatiPay E-Wallet.

4.1.7 Comply with all other applicable laws and regulations.

4.1.8 You will not incur any expenses on your LatiPay E-Wallet without ensuring that you have sufficient funds in the linked bank account to cover the expenses.

### **5. LATIPAY'S RIGHTS AND OBLIGATIONS**

**5.1 Suspension or cancellation of transactions:** LatiPay can in its sole discretion suspend or cancel a transaction through the LatiPay E-wallet where LatiPay has any reason to suspect the transaction involves fraud, money laundering or financing of terrorism. LatiPay will notify you by email if a transaction is suspended or cancelled.

**5.2 Preventing use of E-wallet by User:** LatiPay reserves the right to suspend or terminate the membership of a User or any other person from using the LatiPay E-wallet at its sole discretion.

## **6. FEES**

**6.1 Withdrawal Fee:** Withdrawing funds from your LatiPay account into a New Zealand bank account is free of charge. If you wish to withdraw your funds into a foreign bank account, there will be a bank fee of NZ\$25. Please note that these figures are subject to change. You will be notified of the currency conversation rate. You must accept the currency conversion rate for the transaction to be processed.

**6.2 .** For user in Australia, withdrawing funds from your LatiPay account into an Australian bank account is free of charge. If you wish to withdraw your funds into a foreign bank account, there will be a bank fee of AU\$25. Please note that these figures are subject to change. You will be notified of the currency conversation rate. You must accept the currency conversion rate for the transaction to be processed.

## **7. PERSONAL INFORMATION**

**7.1 Registering as a user:** You must complete the LatiPay Registered User application form to LatiPay's satisfaction. LatiPay may decide in its sole discretion whether or not to accept your application. Registration will permit you to conduct transactions of up to NZ\$999.99 in total from the time of registering to use LatiPay's E-Wallet. After you have conducted transactions that are in total up to \$999.99 you will provide LatiPay additional information to enable it to verify your identity

### **7.2 Requests for additional information :**

**7.2.1** You agree to provide all reasonable information (including any documentation) requested by LatiPay in order to assist LatiPay to meet its obligations under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 and any other relevant Acts or Regulations.

**7.2.2** LatiPay will verify information you have provided about your personal information that you provide to LatiPay in order to check the accuracy of that information. You permit LatiPay to electronically or in any other way it chooses, verify your identity information that you have provided.

**7.3 Accurate information:** You warrant that the information you have provided us when registering the account and completing our customer verification process is complete, accurate and current . You also warrant that you will immediately notify LatiPay of any changes to the details provided in your registration application.

### **7.4 Updating your information:**

7.4.1 You must maintain and update your information held by us to ensure it is kept current at all times. We may call or email you to verify these details.

7.4.2 We provide you with ways in which you can change, update or add to your information, however the responsibility for updating the information rests solely with you.

**7.5 Privacy:** In accordance with the provisions of the Privacy Act 1993, LatiPay may collect personal information about you (including your User registration details, User transactions with you and your use of the LatiPay E-wallet). Full details of LatiPay's Privacy Policy, including how LatiPay may use your personal information, can be found on the LatiPay website ([Privacy Policy](#)).

**7.6 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 login information and not to disclose, or provide to any other person your User name, password or any other information in connection with your User account that may allow them to gain access to your account.

## **8. Intellectual property**

### **8.1 Ownership of intellectual property:**

8.1.1 Ownership of LatiPay's intellectual property remains with LatiPay at all times. These terms and conditions do not confer on you any right, title or interest in the intellectual property, other than the right to use the intellectual property in accordance with these terms and conditions.

8.1.2 LatiPay or its assigns, own all proprietary and intellectual property rights of the LatiPay E-wallet and in the LatiPay website (including text, graphics, logos, icons) and the software and other material underlying and forming part of the services or the website.

## **9. NO LIABILITY**

**9.1 Fraudulent activity:** While LatiPay has used its best endeavours to ensure that appropriate systems are in place to reduce the risk of fraudulent activity, LatiPay is not responsible for protecting LatiPay Registered Users from forms of wrongful or fraudulent activity.

**9.2 Unauthorised access:** LatiPay does not accept any liability for any damage, loss, cost expense or harm arising directly or indirectly as a result of any computer virus or unauthorised access of our system.

**9.3 Inability to use LatiPay E-wallet:** LatiPay accepts no responsibility for any inability to use the service that arises from an issue between you and your network or communication provider.

**9.4 Breach by User:** Without limiting any other rights and remedies available to LatiPay, LatiPay may limit your use of the LatiPay E-wallet, terminate your LatiPay Registered User account, or refuse to provide LatiPay services to you if in LatiPay's opinion you breach these terms and conditions.

**9.5 Liability:** LatiPay's maximum aggregate liability under or in connection with these terms and conditions or relating to the service, the LatiPay E-wallet, the LatiPay website, any LatiPay registered merchant's act or

omission, or your use of or inability to use the LatiPay E-wallet, whether in contract, tort (including negligence), breach of statutory duty or otherwise, must not in any period of 12 months exceed \$500,000.

**9.6 Indemnity:** By using this service you agree to release and indemnify LatiPay and to keep LatiPay 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 LatiPay to any person arising out of or in connection with your failure to comply with these terms and conditions or failure by you to complete a transaction with a User or out of or in connection with your use of the LatiPay E-wallet.

**9.7 Force Majeure:** LatiPay has no liability for any lack of performance, or for any failure of LatiPay to comply with these terms and conditions where the same arises from any cause reasonably beyond LatiPay's control.

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

## 10. TERMINATION

**10.1 Termination or suspension by LatiPay:** LatiPay may in its sole discretion suspend or terminate your LatiPay Registered User account and/or your use of the LatiPay E-wallet or LatiPay website immediately upon notice.

**10.2 Termination or suspension by User:** You may at any time request that LatiPay suspend or terminate your LatiPay Registered User account and/or your use of the LatiPay E-wallet or LatiPay website.

**10.3 Obligations on termination or suspension:**

**10.3.1** You will not hold out or represent that you are a LatiPay Registered User or have any relationship with LatiPay.

**10.3.2** You will immediately cease using LatiPay's Intellectual Property.

**10.3.3** You will immediately return to LatiPay, or destroy at LatiPay's direction, any information or property in your possession pertaining to the LatiPay E-wallet.

## 11. NOTICES

**11.1 Receipt of notices:** You agree that all notices and other communications will be made by us to the email address contained in your LatiPay Registered User account. All notices and other communications are deemed to be received by you at the time specified in the email transmission which was not returned as undeliverable or as containing any error.

## 12. INTERPRETATION

**12.1 Interpretation:** In these terms and conditions, the following expressions have the meanings set out:

12.1.1 **Business Day** means any day between and including Monday to Friday which is not a public holiday in New Zealand or a public holiday or festival period in China. LatiPay will post on its website a notice confirming which days LatiPay will not be trading or processing payments.

12.1.2 **E-wallet** means the electronic wallet purchased by Users to use the value stored on the wallet to purchase goods and/or services from LatiPay Registered Users.

12.1.3 **LatiPay** means Latitude Technologies Limited.

12.1.4 **LatiPay Registered Merchant** means a retailer, business or service provider who accepts payments for its goods and/or services through the LatiPay E-wallet and is registered as a user with LatiPay.

12.1.5 **User** means a person who registers to use LatiPay's E-wallet to purchase goods and/or services from a Latipay Registered Merchant.

12.1.6 **Website** means [www.latipay.net](http://www.latipay.net).

12.1.7 **You** or **Your** is a reference to Users.