Account Holder Terms of Service

For The Growth Collective Limited ("TGCL") also trading as Ezlunch and Kindo.

Updated: 15 April 2026

Please read these Account Holder Terms of Service before registering.

By ticking the acceptance box on the Registration page and registering as an Account Holder with TGCL, you confirm that you have read, understood, and agree to be bound by these Terms of Service.

1. DEFINITIONS

1.1. **Account Holder** means an individual who has registered as an account holder with TGCL.

1.2. **Agreement** means these Account Holder Terms of Service, as amended, or updated from time to time.

1.3. **AML/CFT** Act means the Anti-Money Laundering and Countering Financing of Terrorism Act 2009.

1.4. **Confidential Information** means any information relating to TGCL's business, the Service, the Website, customers or suppliers, including product, marketing, strategic, technical or commercial information, whether disclosed orally, in writing, electronically or in any other form, and whether or not marked as confidential.

1.5. **Digital Wallet Account** means a digital account opened in the name of an Account Holder upon registration, from which payments, deductions and reimbursements may be made.

1.6. **Deadline** means the latest date and time an Order can be made for an Item, as specified by the Supplier and displayed on the Website.

1.7. **Delivery Site** means the location where an Order will be delivered by a Supplier to the Customer.

1.8. **Donation** means a gift of money made by an Account Holder to an Institution through the Website.

1.9. **Excluded Account Holder** means any person or entity captured by sections 22, 37 or 39 of the AML/CFT Act.

1.10. **Institution** means any New Zealand School, entity or organisation connected with a Member that has registered with TGCL to use the Service.

1.11. **Intellectual Property** means all current and future intellectual property rights relating to the Service, the Website or TGCL's business, including patents, copyright, designs, trademarks, trade names, goodwill, trade secrets and Confidential Information.

1.12. **Item** means any one good or service provided to the Customer by a Supplier.

1.13. **Member** means a club member or student who is a member of, or enrolled with, an Institution.

1.14. **New Zealand School** means a state school, state-integrated school or private school established under the Education and Training Act 2020.
1.15. **Order** means an order placed by an Account Holder for one or more Items through the Website.
1.16. **Price** means the price charged to an Account Holder for an Item, inclusive of GST where applicable.
1.17. **Registered Charity** means an entity registered and reporting in accordance with the Charities Act 2005.
1.18. **Registered Institution** means any New Zealand School or Registered Charity.
1.19. **Service** means the online platform and related services provided by TGCL to facilitate interactions between Account Holders, Institutions and Suppliers.
1.20. **Supplier** means a supplier registered with TGCL to prepare, assemble or deliver Orders, or to accept payments or Donations, and may include an Institution.
1.21. **Term** means the period from the commencement of this Agreement to the date it is terminated.
1.22. **TGCL** means The Growth Collective Limited (NZ Company number 3037933), including its successors and permitted assignments.
1.23. **Total Sum** means the total amount charged to a Digital Wallet Account for a Transaction, including Item Prices, Donations and any applicable fees.
1.24. **Transaction** means a single transaction conducted by an Account Holder through the Website, which may include an Order, a Donation, or both.
1.25. **Website** means the TGCL websites for managing Menus, Orders and Services, the myKindo app, and any related digital services through which the Service is offered.
1.26. **We, Us and Our** means TGCL.
1.27. **You, Yourself and Your** means the Account Holder.
1.28. Words in the singular include the plural, and vice versa.

2. AGREEMENT

2.1. TGCL agrees to provide the Service to you in accordance with this Agreement, subject to your Institution (School, Entity or other Organisation attended by the Members) approving your use of the Service.
2.2. TGCL provides the Service as a platform to facilitate Transactions between Account Holders, Institutions and Suppliers, and does not supply Items itself.

3. REGISTRATION AND WARRANTIES

3.1. There is no fee for registering as an Account Holder.
3.2. You must provide all information reasonably required by TGCL to register for the Service, as described on the Website. In some cases, this information

may be provided directly by your Institution. By accepting this Agreement, you authorise your Institution to provide such information to TGCL where necessary to enable the Service.

3.3. You must not register for or use the Service if you are, or become, an Excluded Account Holder.

3.4. TGCL may decline an application to register as an Account Holder at any time.

3.5. You must ensure your registration details are accurate, up to date and kept secure at all times. Where information is provided to TGCL by your Institution, you are responsible for ensuring that information remains up to date with the Institution.

3.6. You are responsible for all use of your account. You must not allow any other person to access or use your account and must take reasonable steps to prevent unauthorised access.

3.7. If you use a mobile device to make Transactions, you must keep the device secure, including protecting any PIN, biometric identifier or other access credentials used to access the Service.

3.8. You may only register one Account Holder account.

3.9. By registering, you warrant that you are legally capable of entering into Transactions through the Service.

3.10. By registering, you confirm that you can understand and manage funds held in your Digital Wallet Account. TGCL may decline to open, or may suspend or close, an account where it reasonably believes the account holder is unable to do so, including in cases of misuse, repeated failed transactions, or suspected fraud.

4. ORDERS AND DONATIONS

4.1. You may make any Transaction that is made available through your Institution's website.

4.2. The Supplier, TGCL and/or your Institution control which Transactions are available through the Website. As a result, available Items and Donations may vary between Institutions. TGCL is not required to arrange the supply of any Item or Donation that is not listed on an Institution's website.

4.3. A Transaction is accepted by TGCL when full payment has been received and TGCL has issued an electronic confirmation through the Website or by email.

4.4. Provided you comply with the confidentiality and security requirements in these T&Cs, you will not be responsible for unauthorised use of your Digital Wallet Account.

4.5. If an Order has a Deadline, you may cancel or adjust the Order at any time before that Deadline. Any amount paid for an Order that is cancelled or adjusted before the Deadline will be credited to your Digital Wallet Account

and may be withdrawn in accordance with clause 13. No refunds will be provided for cancellations or adjustments made after the Deadline.

4.6. If an Order does not have a specified cancellation or adjustment deadline, you may cancel or adjust the Order (or any part of it) up until the time it is processed. An Order is processed at the earlier of:
(a) when the Supplier updates the Order status on the Website; or
(b) midnight on the day the Order is placed, if no status update occurs.

4.7. Any amount paid for an Order that is cancelled or adjusted before it is processed will be credited to your Digital Wallet Account and may be withdrawn in accordance with clause 13. Once an Order has been processed, no refunds or credits will be provided for cancellations or adjustments.

4.8. TGCL reserves the right to reject an Order at any time, acting reasonably.

4.9. Items listed on the Website are subject to availability. Where necessary and appropriate, a Supplier may substitute an Item with a reasonable alternative without prior notice.

4.10. TGCL will take reasonable steps to ensure Orders are collated and provided to the relevant Supplier shortly after the applicable Deadline each day. The Supplier will then prepare and deliver the Order to the Delivery Site on the agreed date and time, to the best of their ability.

5. PRICE AND PAYMENT

5.1. The Price for each Item will be displayed on the Website. Prices may be changed from time to time by the Supplier or TGCL.

5.2. When you register, a Digital Wallet Account will be opened in your name. You may top up your Digital Wallet Account using any payment methods made available on the Website, which may include bank transfer, POLi, Online Eftpos, debit or credit cards, Apple Pay, Google Pay, Ali Pay or other payment methods. Available payment methods may change from time to time.

5.3. The Total Sum will be deducted from your Digital Wallet Account when a Transaction is completed.

5.4. TGCL does not provide credit. Transactions will only be accepted where there are sufficient funds in your Digital Wallet Account to cover the Total Sum.

5.5. Digital Wallet Accounts may be topped up in advance or during the purchase process. TGCL holds Account Holder funds on trust separately from TGCL's operating funds. Account Holders do not accrue interest on funds held in a Digital Wallet Account.

5.6. Certain transactions may incur fees in connection with the use of the Service. These may include:
(a) **Ezlunch Service Fee:** being a platform fee for the operation and administration of the Ezlunch platform as set and disclosed by TGCL;

(b) **Withdrawal Processing Fee:** which may apply if you request a withdrawal from your Digital Wallet Account in accordance with clause 13; and

(c) **Payment Method Fees:** which may apply depending on the payment method selected.

5.7. Details of applicable fees are set out in the **Fee Schedule**, which forms part of these Terms. Any applicable fees, including how the fee is calculated and the total amount payable, will be clearly displayed during the ordering process before an Order is placed or payment is taken.

5.8. TGCL may update or vary the **Fee Schedule** from time to time. Where a change to fees is material, TGCL will provide reasonable notice before the change takes effect.

5.9. Your continued use of the Service after any updated Fee Schedule takes effect constitutes acceptance of the updated fees.

5.10. A Digital Wallet Account may be closed if:

(a) you request closure using the method made available by TGCL;

(b) this Agreement is terminated; or

(c) you have not logged in to your Account for a continuous period of 14 months.

If clause 5.10(c) applies, TGCL will first notify you at your registered email address and provide a reasonable opportunity to access your account and withdraw any remaining balance. If you do not respond or access your account within the period specified in the notice, any remaining balance in your Digital Wallet Account will be forfeited.

5.11. Where a Digital Wallet Account has been closed and any balance has been treated as forfeited under clause 5.10(c), TGCL may, in its discretion, permit you to apply for repayment of all or part of that balance after closure. TGCL may deal with any unclaimed funds in accordance with applicable unclaimed money laws.

5.12. If you receive a Donation receipt and the Donation is later refunded to your Digital Wallet Account, you must destroy the receipt and must not claim any tax credit or rebate for that refunded amount.

5.13. Where you top up your Digital Wallet Account by direct bank transfer, you must ensure that all payment details, including the correct bank account number and reference number, are entered accurately. Payments are allocated strictly in accordance with the reference information supplied by the payer at the time the transfer is made. TGCL is not responsible for any delay, misallocation, or loss arising from incorrect, incomplete, or inaccurate payment details provided by the payer.

6. ELECTRONIC COMMUNICATION AND WEBSITE INFORMATION

6.1. Service communications. We will send you service-related electronic messages about your registration, your Digital Wallet Account, your transactions and the operation of the Service. These messages are necessary to provide the Service.

6.2. Marketing communications. By accepting these terms, you consent to TGCL sending you commercial electronic messages by email and SMS about TGCL products and services, offers, promotions and news. You can withdraw your consent at any time using the unsubscribe instructions in our emails or SMS.

6.3. You may submit reviews, feedback or comments through the Website or directly to TGCL. By doing so, you grant TGCL and its affiliates a non-exclusive, royalty-free right to use, reproduce, modify and display that content for the purposes of operating, improving and promoting the Service, in any media.

6.4. You are responsible for reviewing information provided on the Website about Items before placing an Order, including ingredient and allergen information. TGCL does not guarantee the accuracy of Supplier-provided information and is not responsible for issues arising from the use or consumption of an Item.

6.5. While TGCL takes reasonable care in maintaining the Website, the Service is provided on an “as is” and “as available” basis.

6.6. TGCL may use information relating to your use of the Service, including information associated with your account, only in an anonymised and/or aggregated form. TGCL will not use information in a way that identifies you or any Member, except as permitted under its Privacy Policy or required by law.

6.7. While TGCL uses reasonable efforts to ensure that information on the Website is accurate and up to date, you acknowledge that you use the Website and any information or data available on it at your own risk. TGCL does not warrant or guarantee the accuracy, completeness, or currency of any information, data, or material on the Website and may update, amend, or remove content at any time without notice.

6.8. The Website may include links to third-party websites that are not operated or controlled by TGCL. TGCL is not responsible for the content, services, availability, or data provided on those websites.

7. REVIEW AND CONSENT

7.1. TGCL requires all users to review and accept the most recent version of the Privacy Policy and these Terms of Service before they can continue to use the Service. Users will be prompted to review and accept the updated documents on the registration page or when logging in after any changes are made. Users must confirm acceptance of the updated terms before proceeding.

8. COMPLAINTS AND RETURN OF PRODUCT

8.1. You acknowledge that the Supplier, not TGCL, is responsible for the quality, standard and fitness for purpose of any Item supplied to you.

8.2. If you have any complaint or issue relating to an Item, including damaged Items, packaging issues, expiry of shelf life, delivery delays, fitness for purpose or quality, you must raise the complaint directly with the relevant Supplier. The Supplier is responsible for responding to the complaint and, where appropriate, providing a remedy. TGCL's helpdesk is available to assist you in contacting the Supplier.

8.3. If the Supplier does not resolve a complaint to a satisfactory standard, TGCL may, at your request and in its discretion, investigate the complaint and may offer a goodwill remedy, such as a voucher for a future Order, which must be used within 8 weeks of issue.

8.4. If you are not satisfied with TGCL's Service, please contact us at helpdesk@kindo.co.nz. We aim to acknowledge complaints within 5 working days and to resolve them within 20 working days. If additional time is required, we will let you know and explain the next steps.

8.5. TGCL is a Registered Financial Services Provider (FSP) and is a member of Financial Services Complaints Limited (FSCL), an approved dispute resolution scheme under the Financial Service Providers (Registration and Dispute Resolution) Act 2008. This dispute resolution scheme applies only to complaints relating to financial services provided by TGCL. If you have a complaint about the service we provide and we are unable to resolve it to your satisfaction, you may refer the complaint to FSCL at no cost to you.

8.6. You can contact FSCL by emailing complaints@fscl.org.nz, calling 0800 347 257, or writing to PO Box 5967, Lambton Quay, Wellington 6145.

9. NO AGENCY

9.1. Each of TGCL, the Supplier, the Institution and the Account Holder acts independently. None is the agent, partner or authorised representative of any other.

10. SUB-CONTRACTING AND ASSIGNMENT

10.1. TGCL may assign or transfer its rights and obligations under this Agreement without the Account Holder's prior consent.

11. CONFIDENTIALITY AND INTELLECTUAL PROPERTY

11.1. All Intellectual Property rights in the Service and the Website are owned by TGCL. You must not:

(a) copy, reproduce, modify, adapt, reverse-engineer, distribute, publish, store or create derivative works from any Intellectual Property or Confidential Information, except as permitted by this Agreement; or

(b) challenge, or assist any other person to challenge, TGCL's ownership of the Intellectual Property, or use that Intellectual Property in services provided to any other party.

11.2. You acknowledge that you may receive Confidential Information through your use of the Service. You must keep that information confidential, must not disclose it to any third party, and must take reasonable steps to prevent unauthorised access or use.

11.3. On termination of this Agreement, you must return or securely destroy (at TGCL's option) all documents, records and electronic data containing Confidential Information. Confidential Information remains the property of TGCL.

11.4. The obligations in this clause survive termination of this Agreement.

12. LIABILITY AND INDEMNITY

12.1. TGCL provides the Service as an online platform that facilitates Transactions between Account Holders, Institutions and Suppliers. Suppliers are responsible for the preparation, supply, quality, safety and delivery of any Items.

12.2. TGCL will take reasonable care in operating the Service and transmitting Orders to Suppliers but is not responsible for the acts or omissions of a Supplier except to the extent that loss or damage arises directly from TGCL's gross negligence or recklessness.

12.3. TGCL will take reasonable care to ensure that the Website and the Service are maintained and available for use. However, to the extent permitted by law, TGCL is not liable for loss or damage arising from:

(a) interruptions, delays or failures of the Website or Service caused by third-party systems, telecommunications networks, payment providers, or other services outside TGCL's reasonable control;

(b) any cyber-attack which could not have been reasonably prevented by TGCL having in place IT security systems that comply with good industry practice;

(c) unauthorised access to your account where you have not complied with your security obligations under these Terms; or

(d) misuse of the Service by you or by someone using your account with your permission.

12.4. You are liable for any loss suffered by TGCL that arises directly from:

(a) your breach of these Terms of Service; or

(b) misuse of the Service by you or by a person using your account with your knowledge or permission.

This clause 12.4 does not apply to the extent that the loss directly results from TGCL's gross negligence or breach of this Agreement.

12.5. While TGCL uses reasonable efforts to maintain the availability of the Website and the Service, TGCL does not guarantee that the Service will always be uninterrupted, secure or error-free.

12.6. To the extent permitted by law, TGCL's total liability to you arising out of or in connection with this Agreement or the Service is limited to the greater of:
(a) the total fees paid by you to TGCL in the 12 months before the event giving rise to the claim; or
(b) NZ$1,000.

This limitation applies regardless of the form of action, whether in contract, tort (including negligence), equity, statute or otherwise.

12.7. Nothing in these Terms of Service limits or excludes any rights or remedies you may have under the Consumer Guarantees Act 1993, Fair Trading Act 1986, or any other law that cannot legally be excluded or limited.

13. WITHDRAWALS

13.1. Funds held in your Digital Wallet Account remain your funds and may be withdrawn in accordance with this clause 13. However, TGCL may delay, suspend, or decline a withdrawal request where reasonably necessary to comply with applicable law, to investigate suspected fraud or misuse of the Service, to meet anti-money laundering or regulatory obligations, or to protect the security and integrity of the Service. TGCL will act reasonably and in good faith in exercising its rights under this clause.

13.2. TGCL may charge a withdrawal processing fee, which will be disclosed before the withdrawal is completed. TGCL may deduct this fee from the amount withdrawn or from your Digital Wallet Account balance.

13.3. Withdrawals may only be made to a New Zealand bank account that is held in the name of the Kindo account holder. TGCL may ask you to confirm that the nominated bank account is in the name of the Kindo account holder and, where reasonably required, to provide information to support this.

13.4. If funds are credited to your Digital Wallet Account in error (including as a result of a processing error or mistaken payment), those funds do not belong to you and TGCL may reverse or recover the relevant amount from your Digital Wallet Account or otherwise. If there are insufficient funds in your Digital Wallet Account to cover the amount, you agree to repay the outstanding balance to TGCL within a reasonable time after being notified.

13.5. Withdrawals may also be made by reversal of a digital transaction where applicable. Cash withdrawals are not permitted.

14. ANTI-MONEY LAUNDERING AND COUNTERING FINANCING OF TERRORISM

14.1. TGCL is required by law to collect and verify certain information about you (and, in some cases, other people connected to your account) to comply with the AML/CFT Act, including where you make one or more Donations to the same Registered Institution totalling NZ$10,000 or more within any 12-month period.

14.2. TGCL will notify you if AML/CFT checks are required. To complete these checks, you may be required to provide information electronically, including your name, date of birth and address, to TGCL or its secure electronic verification provider(s).

14.3. If TGCL is unable to complete the required AML/CFT checks, you will not be able to continue using the Service and TGCL may terminate this Agreement in accordance with clause 16.

15. DECEASED ACCOUNT HOLDER POLICY

15.1. If an Account Holder dies, any remaining balance in the Digital Wallet Account may, at TGCL's discretion, be transferred to another caregiver responsible for the relevant Member. The caregiver must provide reasonable documentation, such as proof of guardianship or legal authority, to enable the transfer. Where no caregiver is identified, the remaining balance may, on request, be refunded to the estate of the deceased Account Holder or otherwise dealt with in accordance with applicable law.

16. TERMINATION

16.1. You may terminate your registration, either entirely or in relation to a specific Institution, by closing your account using the facility provided on the Website or by giving TGCL at least ten (10) working days' written notice.

16.2. TGCL may terminate the Agreement and your registration:

(a) immediately by written notice (including email) if you or any Member associated with you breaches these T&Cs. Where the breach is capable of remedy, you will be given 24 hours from receipt of the notice to remedy the breach;

(b) without cause on at least ten (10) working days' written notice;

(c) immediately if you do not comply with applicable legislative or regulatory requirements relating to the Service;

(d) immediately if you become an Excluded Account Holder;

(e) without cause and without notice, if the relationship between TGCL and your Institution has been terminated;

(f) where TGCL is unable to complete the AML/CFT checks referred to in clause 14; or

(g) otherwise as permitted under this Agreement.

16.3. On termination of this Agreement, you must pay any amounts owed to TGCL in respect of the Service up to the date of termination.

17. SCHEDULES

17.1. From time to time, the parties may agree to additional or varied terms and conditions that differ from those set out in this Agreement.
17.2. Any such additional or varied terms and conditions will only be effective if they are recorded in writing in a schedule to this Agreement and signed by authorised representatives of both parties (a "Schedule").
17.3. Once agreed in accordance with clause 17.2, a Schedule forms part of this Agreement. If there is any inconsistency between the terms of a Schedule and these T&Cs, the terms of the Schedule will prevail.

18. MISCELLANEOUS

18.1. Neither party will be liable for any delay or failure to fulfil its obligations where the delay or failure is caused by circumstances beyond its reasonable control.
18.2. A failure by either party to enforce any provision of this Agreement does not constitute a waiver of that provision or any other rights under this Agreement.
18.3. This Agreement is governed by the laws of New Zealand, and the courts of New Zealand have exclusive jurisdiction in relation to any dispute arising under it.
18.4. TGCL may vary these T&Cs from time to time. Any updated T&Cs will take effect once you have reviewed and accepted them in accordance with clause 7.
18.5. This Agreement constitutes the entire agreement between the parties in relation to its subject matter and supersedes all prior discussions, representations and agreements, whether oral or written.
18.6. If any provision of this Agreement is found to be invalid, illegal or unenforceable, the remaining provisions will continue in full force and effect.

ACCEPTANCE

By registering for an account or continuing to use the Service after accepting these Terms of Service, you confirm that you have read, understood, and agree to be bound by this Agreement.