



These Conditions of Use are Important

These Conditions of Use form a legal contract between you and us in relation to your use of Mobile Phone Banking and it is **important** that you read and understand them before using Mobile Phone Banking, as use of Mobile Phone Banking signifies your acceptance of them.

These Conditions of Use specify:

- Your authorisation (mandate) to us to process transactions on your accounts when electronic instructions are received using Mobile Phone Banking;
- Your obligations, rights and responsibilities when using Mobile Phone Banking;
- Our obligations, rights and responsibilities in relation to the provision of Mobile Phone Banking;
- The extent of your potential liability for loss using Mobile Phone Banking;
- Other important matters including privacy, termination of access to Mobile Phone Banking, amendments to Mobile Phone Banking and these Conditions of Use and how you may receive notices.

Terminology

“You” and “your” means the account owner(s) in respect of the accounts accessible by using Mobile Phone Banking.

“We” and “us” means The National Bank of New Zealand, part of ANZ National Bank Limited, and where the context requires, includes all companies in the ANZ National Bank Group.

“Account” and “accounts” means all accounts associated with your Customer Number.

“Account Balance” means, in relation to an account at any time, the balance of that account incorporating the most up to date information available to our Mobile Phone Banking systems at that time. You should note that the Account Balance at any time may not include all transactions that have occurred prior to that time, and may not always represent the amount of funds that are actually available for withdrawal at that time e.g. some funds may not yet be cleared.

“ANZ National Bank Group” means ANZ National Bank Limited and its related companies as defined in the Companies Act 1993.

“Customer Number” means the number issued to you by us, which enables us to identify you and your accounts.

“Electronic Payment” means a one-off payment in accordance with these Conditions of Use.

“Helpdesk” means the Mobile Phone Banking Helpdesk as referred to under the heading “Helpdesk”.

“Mobile Phone Banking” means the use of a Mobile Device to communicate with us via SMS in order to request and receive Account Balances and mini-statements for your accounts.

“Mobile Device” is a device that communicates with us via SMS.

Mobile Phone Banking Conditions of Use Prevail

These Conditions of Use apply in addition to the Conditions of Use that apply to your accounts and National Bank services accessed using Mobile Phone Banking. Where inconsistent, and unless otherwise specified, these Conditions of Use will override the Master Account Mandate or any other mandates or signing authorities, and Conditions of Use for specific products and services in relation to all transactions using Mobile Phone Banking.

Eligibility for Mobile Phone Banking

You can register for Mobile Phone Banking provided that:

- You are 13 years of age or older (unless we agree otherwise);
- You have an eligible Mobile Device capable of SMS;
- You are authorised to use and incur charges on your Mobile Device cellular account in relation to Mobile Phone Banking.

We will not be responsible for any inability of your Mobile Device to access or use Mobile Phone Banking, or for any loss or damage to your Mobile Device resulting from your access or use, or attempted access or use, of Mobile Phone Banking.

Access to Accounts and Availability of Mobile Phone Banking

You can request and receive information on most accounts on which you are the account owner (that is, accounts associated with your Customer Number).

Limits to the maximum number of accounts accessible using Mobile Phone Banking may apply.

Your Mobile Phone Banking Obligations

You agree you will:

- Lock your Mobile Device or take other steps necessary to stop unauthorised use of Mobile Phone Banking;
- Notify us immediately if your Mobile Device is lost or stolen, or if you change your Mobile Device or Mobile Device phone number.

You agree to ensure all information provided to us in relation to your Mobile Phone Banking transactions is accurate.

Your Liability

You will be liable for all loss, including loss suffered by other persons, if you act fraudulently, either alone or together with any other person.

You may be liable for some or all loss arising from any security breach, including loss arising from unauthorised transactions, whether occurring before or after notification, if you have caused or contributed to that loss, for example by failing to comply with any of these Conditions of Use and in particular, the conditions relating to Passwords.

Your liability will not exceed:

- That portion of the total losses incurred on each day that exceeds any transaction limit applicable on the relevant account(s);
- Losses incurred that exceed the balance of your relevant account(s) including any pre-arranged overdraft facility;
- \$50 in respect of any loss occurring prior to notification where you have not caused or contributed to the loss.

You will not be liable for:

- Fraudulent or negligent conduct by our employees or agents;
- Faults that occur in our Mobile Phone Banking systems or software, unless the faults are obvious or advised by us;
- Unauthorised access to account information where it is clear you did not contribute to that access.

Your Indemnity to us

You agree to indemnify and hold us harmless for any loss or damage suffered by us, our customers or a third party or for any claim or action which may be brought against us by a customer or third party which results from your misuse of Mobile Phone Banking. This includes any failure by you to ensure that steps are taken to prevent unauthorised use of Mobile Phone Banking.

You acknowledge that any unauthorised reproduction by you of any proprietary information provided or available via Mobile Phone Banking or any portion of it may result in legal action being taken.

Security

Mobile Phone Banking messages are not encrypted as the messages do not contain sufficient information to enable someone to access your accounts.

Helpdesk

We will provide a Mobile Phone Banking Helpdesk to assist you in your use of Mobile Phone Banking. The Helpdesk will be available 24 hours, 365 days a year on 0800 22 82 82. This service is provided on the condition that neither we nor our employees will be liable for any direct or indirect loss suffered by you, resulting from your use of the Helpdesk service.

Withdrawal of Service

We may at any time with reasonable notice withdraw your access to Mobile Phone Banking. We may suspend or withdraw your access to Mobile Phone Banking at any time without prior notice if:

- You breach any of these Conditions of Use;
- We learn of your death, bankruptcy or lack of legal capacity, or that you have committed an act of bankruptcy, or that a bankruptcy petition has been presented against you;
- You have acted fraudulently; or;
- We consider we have other reasonable grounds to do so.

You may at any time cancel your access to Mobile Phone Banking by contacting any of our branches or the Helpdesk on 0800 22 82 82.

Changes to Mobile Phone Banking Services and Conditions of Use

We may at any time modify, add to or delete:

- Any of the Mobile Phone Banking services; or
- Any of these Conditions of Use.

We will give you at least 14 days notice of such changes, but we don't have to give you prior notice if we are varying an interest rate, or we are varying a term that is subject to market fluctuations.

Fees and Charges

The National Bank will not charge fees for using Mobile Phone Banking. Full details of all current fees and charges are available from any branch of The National Bank or at www.nationalbank.co.nz.

You may incur charges from a mobile operator including charges for sending or receiving SMS messages. Any such changes are your sole responsibility and any matters regarding these changes should be raised with your mobile service provider.”

Use of Information

Your transactions and other personal information are held within a secure server environment at The National Bank. Usage information (which is not intended to identify individuals) is recorded by us for site management and security purposes.

Any personal information you transmit to us or which is held by us will be used to process your transactions and may also be used by us to advise you (including via electronic message) of any of our products or services, and those of selected third parties.

You have the right to access and correct personal information held by us about you.

Other Matters

Notices

We may notify you of termination or suspension of your access to Mobile Phone Banking or any other matter, in writing or by a call or message to your telephone or Mobile Device.

We may notify you of amendments to these Conditions of Use or Mobile Phone Banking services by any of the following means:

- Posting information on our website;
- Notice in our branches;
- Public notice;
- Written or electronic notice to you (including via your Mobile Device).

Waiver

In relation to these Conditions of Use, no delay or failure to act will be construed as a waiver of or in any way prejudice, any of our rights. No waiver will be effective unless it is in writing. A waiver of a breach will not waive any other breach.

Severability

If any of these Conditions of Use is held to be invalid, illegal or unenforceable, that Condition will be severed and the remaining Conditions of Use will be enforceable.

Governing Law

These Conditions of Use and the contract between you and us arising out of your registration to use Mobile Phone Banking are governed by New Zealand law and New Zealand courts have jurisdiction.



The National Bank
of New Zealand