



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 when you access Mobile Phone Banking.

"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".

"M-Banking" means the use of a Mobile Device to connect you to us via a data connection through an Internet browser in order to carry out a range of Electronic Payments, Transfers, Account Balance enquiries and other enquiries and transactions.

"Mobile Phone Banking" means M-Banking and Txt-Banking.

"Mobile Device" is a device that communicates with us via SMS or connects to us via a data connection through an Internet browser.

"PIN" means a confidential numeric PIN of between 7 and 16 digits used to prevent unauthorised access to and use of your accounts when using M-Banking.

"Payment Date" means the date selected by you for any Electronic Payment or Transfer to be made. "Transfer" means the transfer of funds between accounts.

"Txt-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 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.

SERVICE DESCRIPTIONS

Mobile Phone Banking consists of two separate services:

- Txt-Banking
- M-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 messaging (for Txt-Banking), or Internet browser enabled (for M-Banking);
- You are authorised to use and incur charges on your Mobile Device cellular account in relation to Mobile Phone Banking.

Not all Mobile Devices will be capable of accessing and using 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, and you should satisfy yourself as to these matters before attempting to access or use Mobile Phone Banking.

USE OF M-BANKING

You acknowledge that use of your M-Banking and your PIN provides sufficient authority for us to process transactions on your accounts. We may act on this authority and are not obliged to make further enquiries. You agree that you will not use M-Banking for any purpose other than to carry out your banking transactions and enquiries available through M-Banking.

ACCESS TO ACCOUNTS AND AVAILABILITY OF MOBILE PHONE BANKING

M-Banking: You can access and transact on most accounts on which you are the account owner (that is, accounts associated with your Customer Number) and on which you are authorised to act alone. You can access, for viewing purposes only, most accounts associated with your Customer Number on which you are authorised to sign jointly with another person.

Txt-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). You cannot transact using Txt-Banking.

Limits to the maximum number of accounts accessible using M-Banking or Txt-Banking may apply.

YOUR MOBILE PHONE BANKING OBLIGATIONS

You agree you will:

Choose a PIN that is not easily able to be guessed or identified as relating to you, or is an obvious combination of letters and numbers (e.g. sequential numbers, birth date, etc.);

Not make or allow your PIN to be known to any other person;

Not keep any record of your PIN in a form that it can be readily identified;

Not store the PIN anywhere, in written or electronic form;

Not choose a PIN that is directly related to information that can be easily identified;

Not leave your Mobile Device unattended and left logged into M-Banking;

- 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.

DISCLOSED PIN (M-BANKING)

It is your responsibility to safeguard your PIN and commit your PIN to memory, to guard against the possibility that others may use your PIN to gain unauthorised access to M-Banking. You must change your PIN regularly using the 'Change PIN' option within M-Banking. Our recommendation is that you do this at least every three months.

If any record containing your PIN is lost or stolen or your PIN becomes known to anyone other than yourself, you must immediately change your PIN and notify the Helpdesk on 0800 22 82 82.

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 PINs.

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 transactions occurring before you have been registered; or
- Any other unauthorised transaction where you could not have contributed to the loss.

If you promptly report any actual or possible security breach, including, for example disclosure of your PIN or failure to take reasonable steps to prevent it being disclosed, you will not be liable for loss occurring after notification unless you have caused or contributed to the loss.

You agree to give us all available information as to the circumstances of any actual or possible PIN disclosure or unauthorised use of your Mobile Device for Mobile Phone Banking. In addition, you agree to assist us to recover unauthorised amounts withdrawn or paid from any of your accounts or otherwise transferred to or from any account.

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

We will endeavour to provide a secure system within which you can carry out your M-Banking transactions and retrieve personal account information. From time to time, we may need to update the application with new features and security enhancements,

Txt-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.

The Helpdesk will not be responsible for providing advice specific to your Mobile Device, including data connections, and cellular charges to your Mobile Device accounts.

DISHONOUR OF TRANSACTIONS

M-Banking transactions may be dishonoured within 24 hours of being processed (or if not a business day, within 24 hours of the commencement of the next business day).

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;
- There are insufficient available funds to cover payments, transfers or instructions given;
- Your Nominated Account is closed;
- 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 or 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. Transaction fees apply to "pay as you go" accounts. These fees may be changed by The National Bank from time to time. Full details of all current fees and charges are available from any branch of The National Bank or at nationalbank.co.nz.

You may incur charges from a mobile operator including charges for sending or receiving SMS messages and for use of the Internet browser. Any such charges are your sole responsibility and any matters regarding these charges 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.

ELECTRONIC PAYMENTS AND TRANSFERS – M-BANKING

To set up an Electronic Payment, choose "Payments" in M-Banking, and make a one-off payment to the account of an organisation or individual. The account number can be entered at the time of the payment, or may be selected from a list of account numbers you have stored as Favourites.

To set up a Transfer, choose "Transfers" in M-Banking, select the accounts you wish to transfer from and to, and the amount of the Transfer.

When you create an Electronic Payment or Transfer, you are authorising us to debit your account from which the Electronic Payment or Transfer is to be made on the Payment Date, with the amount to be paid to the other party or account, and to deduct any current Bank and/or Government charges that relate to this service.

Deposits to your account, used to create an Electronic Payment or Transfer, that are subsequently dishonoured may be debited back to your account.

You will need to know the other party's bank account number to set up an Electronic Payment. You will be solely responsible for ensuring that the information you provide to us, including the other party's bank account number, is accurate. We accept no responsibility or liability if the bank account number is wrong.

We will endeavour to ensure that Electronic Payments and Transfers are processed, so long as there are sufficient available funds in your account at 8pm on the Payment Date. There is no fee charged if the Electronic Payment or Transfer is not paid, or is cancelled.

We will also endeavour to process your Electronic Payments and Transfers within the following timeframes:

- Transactions made before 8pm on a business day, on that day
- Transactions made after 8pm, or on a non-business day, on the next business day.

It may take longer for some organisations to reconcile your Electronic Payment against your account with them. You can only be sure that each Electronic Payment or Transfer instruction is completed once you have received an electronic confirmation from us to your Mobile Device confirming the Electronic Payment or Transfer has been accepted or not accepted. If you are in any doubt as to whether an Electronic Payment or Transfer instruction has been completed, please contact the Helpdesk on 0800 22 82 82.

Electronic Payments and Transfers are irrevocable by you and cannot be stopped, cancelled or altered once your payment or transfer has been processed. You must advise us immediately if any incorrect Electronic Payment or Transfer information is shown on your bank statement.

If your Electronic Payment or Transfer instructions are given for business purposes, to the extent allowed by law, the provisions of the Consumer Guarantees Act 1993 will not apply.

We accept no responsibility or liability (subject to our obligations (if any) under the Consumer Guarantees Act 1993 or any other relevant law) for:

- Any delay, refusal or omission to make Electronic Payments or Transfers; or
- Delay, refusal or omission to follow your Electronic Payment or Transfer instructions; or
- The accuracy of information you provide when setting up an Electronic Payment, including account numbers; or
- Electronic Payments or Transfers made in accordance with your Electronic Payment or Transfer instructions; or

- any other failure to fulfil our obligations, due to causes beyond our reasonable control (including, without limitation, the delay, failure, default or lack of coverage or reception of any third party network provider or any system not owned or directly controlled by us, or any other electronic, telecommunications, power or computer processing failure).

You are solely responsible for making arrangements in relation to any payment if an Electronic Payment or Transfer is not made on the Payment Date for any reason.

We may, in our absolute discretion:

- Determine the order or priority of payment by us of any monies under an Electronic Payment or Transfer, or any other authority, or transfer instruction which you have given, or may give, or any cheque which you have issued, or may issue; or
- Refuse to make any one or more Electronic Payments or Transfers where there are insufficient available funds in your account or otherwise; or
- Terminate your Electronic Payment or Transfer instructions, or reduce any Electronic Payment or Transfer amount for any reason and at any time whatsoever, without giving you notice.

Any Electronic Payment and Transfer instructions that you give us are subject to any arrangements between you and us in relation to your account, now or in the future. You also agree that your Electronic Payment and Transfer instructions will remain in force and effect in relation to all Electronic Payments and Transfers made in good faith despite your death or bankruptcy or any other revocation of your Electronic Payment or Transfer instructions, until we have received notice of that revocation.

An Electronic Payment must not exceed your transaction limit (\$1000.00). If you wish to discuss increasing or decreasing your transaction limit, please contact the Helpdesk on 0800 22 82 82.

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