



# Terms & Conditions

PERSONAL BANKING

# CONTENTS

## GENERAL TERMS & CONDITIONS

1. Authority to Operate.....	1
2. Fees, Costs and Deductions .....	1
3. Passwords and PINs .....	2
4. Suspending Accounts and Transactions .....	2
5. Closing of Accounts and the Withdrawal of Products and Services .....	3
6. Consumer Guarantees Act .....	3
7. Complaints.....	3
8. Privacy Statement.....	4
9. Special Rules Applying to Particular Accounts .....	5
10. Right to Vary these Terms and Conditions .....	6
11. Application of these General Terms and Conditions and Specific Terms and Conditions .....	6
12. Our Liability.....	6
13. Indemnity .....	6
14. Waiver.....	6
15. Breach of the Terms and Conditions .....	6
16. Governing Law .....	7
17. Definitions .....	7

## EFTPOS CARD TERMS & CONDITIONS

1. Your Card and its Use .....	7
2. Your PIN.....	7
3. Lost or Stolen Cards .....	7
4. Liability if your Card is Lost or Stolen.....	8
5. Accessing Your Account(s).....	8
6. Transactions .....	8
7. Card Acceptance and Limitations .....	8
8. Replacement/Additional Cards.....	9
9. Fees/Charges .....	9
10. Cancellation of Your Card.....	9
11. Changes to these Terms and Conditions.....	9
12. Definitions .....	9

## DEBIT MASTERCARD CARD TERMS & CONDITIONS

1. Your Card and its Use .....	10
2. Your PIN.....	10
3. Accessing your Account(s).....	10
4. Transactions .....	10
5. Incorrect or unauthorised Transactions.....	11
6. Card Transaction requirements .....	11
7. Contactless Transactions.....	12
8. Foreign Currency Transactions .....	12
9. Card Acceptance and Limitations .....	12
10. Lost or Stolen Cards .....	13
11. Liability if your Card is Lost or Stolen or Card Information Compromised.....	13
12. Replacement/Additional Cards.....	13
13. Fees/Charges .....	14
14. Cancellation of your Card or closure of your account(s).....	14
15. Authorisations and debit holds.....	14
16. Terms and conditions set by third parties.....	14
17. Transaction disputes.....	14
18. Changes to these Terms and Conditions .....	15
19. Definitions .....	15

## ELECTRONIC BANKING TERMS & CONDITIONS

1. Electronic Banking Security .....	17
2. Notification of Loss, Theft or Unauthorised use of your Password, PIN or Security Questions .....	17
3. Payments .....	18
4. Multi-payments .....	18
5. Signing Rule Application .....	19
6. Reversing transactions .....	19
7. Transactions .....	20
8. Changes to these Terms and Conditions .....	20
9. Privacy .....	20
10. Restrictions and Termination of Access to Electronic Banking Services .....	20
11. Liability.....	21
12. Accessing your Accounts .....	22
13. Fees/Charges .....	22
14. Internet Banking .....	22
15. Mobile Banking App .....	23
16. Non-Personal Customers .....	23
17. Liability for Non-Personal Customers .....	23
18. Second Factor Authentication.....	23
19. SMS Alert notifications.....	24
20. Continuity of Service .....	25
21. Definitions.....	25

## CHEQUE TERMS & CONDITIONS

1. Your Chequebook and its Use .....	27
2. Issuing Cheques.....	27
3. Stopping Cheques .....	27
4. Post Dated or Out of Date (Stale) Cheques.....	27
5. Dishonoured Cheques .....	27
6. Clearing Cheques.....	28
7. Fees/Charges .....	28
8. Interest.....	28
9. Cancellation of Your Cheque Facility .....	28
10. Changes to these Terms and Conditions.....	28
11. Personal Information .....	28
12. Definitions .....	28

## TELEPHONE BANKING TERMS & CONDITIONS

1. User Directions .....	29
2. Touch-Tone Telephone .....	29
3. Your PIN .....	29
4. Accessing Your Accounts .....	29
5. Fees/Charges .....	29
6. Transactions .....	29
7. Telephone Payments .....	29
8. The Bank's Liability .....	30
9. Cancellation .....	30
10. Changes to Telephone Banking and these Terms and Conditions .....	30
11. Restrictions and Termination of Access to Telephone Banking .....	30
12. Definitions .....	31

# General Terms & Conditions

## Important

- *Southland Building Society operates under the brand "SBS Bank". The name of the registered bank is Southland Building Society (referred to as "the Bank").*
- *Please read these General Terms and Conditions carefully and then keep your copy of this document in a safe place.*
- *All accounts and services are governed by these General Terms and Conditions (as amended from time to time) in addition to any specific Terms and Conditions applying to such accounts or services. Copies of the specific terms and conditions for your account(s) may be obtained from our web site, from any of our Branches or by ringing our Contact Centre. You and we may agree in writing to other terms and conditions and the law may imply terms and conditions.*
- *By operating any of your accounts you agree to comply with these General Terms and Conditions and any Specific Terms and Conditions.*
- *We are happy to explain anything that is not clear to you.*

## 1. Authority to Operate

- 1.1 Any instructions to the Bank in relation to your account(s) will be properly authorised and binding on you if signed or initiated in accordance with the Signing Authority, and the Bank will not be liable to you or any other person for any transaction carried out by the Bank in accordance with such instructions.
- 1.2 If you would like someone else to operate your account, or have access to it, you must complete a variation to your Signing Authority. Any variation to the Signing Authority will not be effective until it is received by the Branch where your account(s) are held.
- 1.3 You are responsible for ensuring any person authorised by the Signing Authority complies with these General Terms and Conditions and any Specific Terms and Conditions. You will be liable for the actions of any person authorised by a Signing Authority and for any costs that you or the Bank incur as a result of any other person having access to your account(s).
- 1.4 You authorise the Bank to act on any telephone, internet, email or facsimile instruction received by the Bank which is or is purported to be given by you or any person authorised by the Signing Authority to operate your account.

## 2. Fees, Costs and Deductions

- 2.1 The Bank may at any time without notice deduct from any of your accounts all fees, government charges and any other amounts owed by you to the Bank including the cost of enforcing or attempting to enforce the Bank's rights in relation to any of your accounts and any service provided to you (including legal expenses), and may use any credit balance in any of your accounts to meet any unpaid amounts.
- 2.2 A list of the Bank's current fees is available at any Branch and at [sbsbank.co.nz](http://sbsbank.co.nz). We may change the amount of those fees or impose new fees as long as we give you notice at least 14 days before we make a change or impose a fee.
- 2.3 The Bank is also legally required to deduct withholding tax from any interest you earn at the required rate unless you have supplied the Bank with a current exemption certificate. If you have not given the Bank your IRD number, or clearly informed the Bank or your tax or residency status, the Bank may be required to make these deductions at a higher tax rate. You must advise the Bank if you are "resident in New Zealand" for New Zealand income tax purposes (and if not, in which country you are tax resident). You must also advise us if your tax residency changes.

## 3. Passwords and PINs

- 3.1 Your Password(s) should contain a word or phrase you can easily remember and your PIN(s) should be a number you can easily remember, but your Password(s) and PIN(s) should not be easily identifiable by anyone else. For example, you should not use your birth date, phone number or other personal information or sequential numbers (such as "1234").
- 3.2 You must not disclose your Password(s) or PIN(s) to anyone else (not even family members or Bank staff) nor should you write them down (especially on your Card in relation to PIN(s)).
- 3.3 We will never send you an email asking you to confirm your security information or asking you to disclose your Password(s) or PIN(s) or other security information. You must contact us immediately if you receive an email purporting to be from the Bank requesting your Password(s) or PIN(s).
- 3.4 You should use different Passwords or PINs for different electronic banking services or different Cards.
- 3.5 You must take care when keying in your Password(s) or PIN(s) to make sure that no one else can see it.
- 3.6 Your Password(s) and PIN(s) identifies you and allows you access to your account(s). The Bank will not take any further steps to verify that the person using your Password(s) or PIN(s) is you, so anyone else using your Password(s) or PIN(s) will be allowed access to your account(s) whether or not you have given permission.

## 4. Suspending Accounts and Transactions

- 4.1 We may immediately suspend the operation of your account or refuse to carry out or delay a payment instruction or other transaction for various reasons. These may include, but are not limited to:
  - a. Complying with a court order or to otherwise comply with any law or regulation;
  - b. If you or any guarantor are bankrupt or in liquidation, or any event similar to either of these has occurred or any step has been taken towards either of these;
  - c. If there are insufficient funds in your account;
  - d. If we believe you have breached these Terms and Conditions or any Specific Terms and Conditions;

- a. If we are notified by any party of a dispute over either the ownership of funds or the operation of the account;
  - f. If you or any guarantor dies or we reasonably believe you or any guarantor do not have legal capacity;
  - g. To protect one or all of the parties to the account, us or a third party who has reasonably claimed an interest in the account;
  - h. For charitable trust, incorporated society, unincorporated society and business accounts (and other similar types of accounts) we may stop the operation of the account wholly or partially until the authority of the person representing the charitable trust, incorporated society, unincorporated society or business or other entity as the case may be in its dealings with us is clarified;
  - i. If we suspect that your account, or any product or service has been or is being used in a manner that may be unlawful or inappropriate, or the activity seems unusual compared to how the accounts, products or services are usually used;
  - j. If we suspect that the transaction is or may be unlawful in New Zealand or overseas, may involve money laundering or terrorism financing, or involves people, entities or organisations we are not prepared to do business with for any reason;
  - k. If we believe that any payments into or out of your account are subject to New Zealand and/or international sanctions;
  - l. If you or any person you authorised to operate your account do not meet our identification requirements at any time or have failed to provide any information in relation to your account or a transaction requested by us; or
  - m. If we consider that we have other reasonable grounds to do so.
- 4.2 When the operation of an account is suspended, or a transaction has been delayed or refused, we will attempt to advise you as soon as possible. We may not be able to tell you why your account has been suspended or a transaction has been delayed or refused if, for example, we have to comply with laws in New Zealand or overseas. We will not be responsible for any losses or costs you or anyone else incur because we have refused to complete any transaction or an account is suspended.

## 5. Closing of Accounts and the Withdrawal of Products and Services

- 5.1 Either you or we may end any banking relationship at any time. We may withdraw any product or service, as long as any relevant terms and conditions are adhered to. We will not normally close your accounts or withdraw a product or service until we have given you at least 14 days' notice setting out the relevant details. However, there may be circumstances where we close your account or withdraw a product or service without prior notice.
- 5.2 Examples of where products and services may be withdrawn without notice include, but are not limited to:
- If we are required to comply with a court order or to otherwise comply with any law or regulation;
  - You have acted unlawfully or we reasonably believe that your account, or any product or service, has been or is being used in a manner that may be unlawful or inappropriate;
  - If we believe that you are subject to New Zealand and/or international sanctions;
  - If you have breached these Terms and Conditions or any Specific Terms and Conditions;
  - If you have acted abusively to our staff; or
  - If we consider that we have other reasonable grounds to do so.
- 5.3 When an account is closed, you must return or destroy all unused cheques and any Card relating to that account.
- 5.4 Any funds remaining in your account at time of closure will be returned to you, subject to any terms and conditions applying to the funds or account and deduction of any fees or interest applying to those funds. However, if there is any dispute over the funds we may not be able to return them to you.

## 6. Consumer Guarantees Act

- 6.1 If you are in business, any services the Bank provides to you for your business will not be covered by the Consumer Guarantees Act 1993.

## 7. Complaints

### 7.1 If you're unhappy with our service, we want to hear from you.

If you think we have made a mistake and would like to make a complaint, we would like to hear from you so we can rectify any issue and continue to provide you with the service you expect from the Bank.

### 7.2 We have a range of options for you to contact us:

#### Talk to us

If you feel the issue can be resolved by a quick chat, please talk to one of our branch staff or call our Contact Centre on freephone 0800 727 2265 to talk the issue through in confidence with them or ask to speak to a member of the Customer Complaints Team.

If the issue cannot be resolved immediately, they will advise you who they are going to speak to and when they will contact you again. We keep a record of all complaints we receive to ensure your issue is followed through within the agreed timeframes.

#### Write to us

We encourage you to write to us. Please attach any supporting documentation that is relevant to the issue and give to any member of our branch staff or return it directly to the Customer Complaints Team by post or fax:

#### Post:

Freepost SBS Bank, PO Box 835, Invercargill

**Fax:** (03) 211 0734

#### E-mail us

You can contact the Customer Complaints Team directly at [customercomplaints@sbsbank.co.nz](mailto:customercomplaints@sbsbank.co.nz)

All of our customer complaints are treated with urgency and in the utmost confidence. We will acknowledge your complaint within two days of receiving it and will keep in regular contact with you while we resolve the issue.

#### A Review from the Banking Ombudsman

We will work hard to resolve your issue, however if you are not completely satisfied with the resolution, you are entitled to request a review from the Office of the Banking Ombudsman.

The Banking Ombudsman provides free independent assistance to resolve disagreements between banks and their customers either informally or by making a recommendation which is binding on the bank.

For more information regarding the Banking Ombudsman, contact any branch of the Bank, call our Contact Centre on 0800 727 2265 or visit [www.bankomb.org.nz](http://www.bankomb.org.nz)

Alternatively, you can contact the Banking Ombudsman at:

**The Office of the Banking Ombudsman**  
**Freepost 218002**  
**PO Box 25327**  
**Featherston Street**  
**Wellington 6146**

**Freephone: 0800 805 950**  
**Phone: (04) 915 0400**  
**Email: [help@bankomb.org.nz](mailto:help@bankomb.org.nz)**

## 8. Privacy Statement

- 8.1 You agree that the Bank may collect and retain personal information about you for the purpose of assisting the Bank to open and operate your accounts, administer your business and provide its products, services and information. All personal information is obtained in accordance with the Privacy Act 1993. The Bank and its subsidiaries are the intended recipients of this information though the information may be passed on to others.
- 8.2 The Bank may make enquiries of any person it considers appropriate about any personal information that you provide to us in order to check the accuracy of the information. The Bank may also request information from any other person about your character and employment. In the course of doing so, the Bank may disclose your personal information to the extent necessary. You authorise any such person to disclose personal information about you to the Bank and its subsidiaries.
- 8.3 You agree that the Bank may, as part of opening and operating your accounts and/or offering and providing its products and services to you, use credit reporting and debt collecting services. You agree that:
- The Bank may use these services to assess your current and ongoing credit worthiness;
  - The Bank may provide your personal information to credit reporting and/or debt collecting agencies;
  - The Bank may provide both positive and negative information about your credit history to credit reporting agencies;
  - Your personal information will be held by credit reporting agencies for credit reporting services; and
- 8.4 You agree that the Bank may also use the monitoring services of credit reporting agencies to receive updates while you have a loan or any accounts with the Bank.
- 8.5 You consent to us giving your personal information to:
- Proposed or current guarantors of your obligations to us;
  - Our subsidiaries or any assignees or potential assignees;
  - Anyone that we need to contact in order to carry out your instructions to us (including the recipient of an automatic payment, bill payment or direct debit);
  - Anyone that we need to contact in order to assist us in developing or running our business;
  - Any company which the Bank has effected a lenders mortgage indemnity policy ("Mortgage Insurer") so that the Mortgage Insurer can consider an application for lenders mortgage insurance. The Mortgage Insurer may obtain additional information from us and from other sources (including credit reporting agencies) to assist its evaluation of the application, its security and insurance risk and may disclose information about you to credit reporting agencies concerning defaults in payments or repayments of any of your of your loans or other product or service provided by the Bank to you; and
  - Insurers in relation to any money you owe us or any property you have given us security over.
- 8.6 You also consent to us using your personal information for:
- Marketing goods and services provided by the Bank and its assignees or subsidiaries; and
  - Communicating with you, including by way of email and other electronic or social media means, in connection with administering, financing, insuring or enforcing your accounts and any other product or service provided by the Bank to you.
- 8.7 Your personal information will be held by the Bank and its subsidiaries and the Bank and its subsidiaries will take reasonable steps to protect your personal information from unauthorised access or disclosure. You are entitled to access this information and request

the correction of the information the Bank and its subsidiaries holds about you.

the limited liability trustee will be personally liable to the Bank, to the extent that the trust assets do not satisfy all of the trust's obligations to the Bank,

change or withdraw any of the Bank's services or service brochures at any time.

- 8.8 If you do not provide any information requested by the Bank or its subsidiaries, the Bank or its subsidiaries will inform you of the consequences for failing to do so.
- 8.9 Your personal information will only be disclosed to another party to the extent necessary for one or more of the purposes set out above, where required by law, or as otherwise authorised by you.
- 8.10 You agree that the Bank can record and retain any telephone conversation between you and any member of the Bank for training and verification purposes.

- b. In the case of a Trust, the trustees will not allow the Trust Deed to be amended unless the Bank agrees.
- c. The trustees or the executors or administrators, as the case may be, will advise the Bank of the resignation or appointment of any trustee, executor or administrator and ensure that any new trustee, executor or administration agrees to be bound by the terms and conditions applicable to the account.

- 10.2 You will be given at least 14 days notice of any variation either by post to your last known address, telephone call, or notice in your Branch or local newspaper.

- a. All claims, actions, demands, liabilities and losses the Bank may incur as a result of acting on any instruction in accordance with these Terms and Conditions or any Specific Terms and Conditions unless the Bank has been negligent; and
- b. Any loss or damage suffered by the Bank, our customers, or a third party for any claim or action brought against you resulting from your breach of these General Terms and Conditions or any Specific Terms and Conditions.

## 9. Special Rules Applying to Particular Accounts

### 9.4 Joint Accounts

#### 9.1 Partnership/Firm Accounts

Unless otherwise agreed with the Bank in writing, the partners of the partnership or the proprietors of the firm are personally jointly and severally liable to the Bank for all amounts owing in relation to the partnership or firm accounts. Any one or more of them may be required to pay all the money owed.

- a. Unless otherwise agreed with the Bank in writing, joint account holders are jointly and severally liable to the Bank for all amounts owing in relation to the joint accounts. Any one or more of them may be required to pay all the money owed.
- b. If one of the joint account holders dies, the Bank is authorised to pay to the survivor(s) any credit balance in the account. The survivor(s) will remain liable for any liabilities to the Bank. Any one or more of them may be required to pay all the money owed.

## 11. Application of these General Terms and Conditions and Specific Terms and Conditions

- 11.1 Where these General Terms and Conditions conflict with any Specific Terms and Conditions, the Specific Terms and Conditions shall prevail.
- 11.2 If at any time part of these General Terms and Conditions or part of any Specific Terms and Conditions is found to be illegal, invalid or otherwise unenforceable, then this will not affect the legality, validity or enforceability of the rest of these General Terms and Conditions or any Specific Terms and Conditions.
- 11.3 You have rights that are given to you by law. If part of these General Terms and Conditions or part of any Specific Terms and Conditions conflicts with any right given to you by law, then these General Terms and Conditions or any Specific Terms and Conditions shall apply to the extent that they amend or negate the rights at law, but only to the extent permitted by law. Otherwise, these terms or any Specific Terms and Conditions shall be read subject to law.

## 14. Waiver

- 14.1 No delay or failure to act will be construed as a waiver or will in any way prejudice the rights of the Bank under these General Terms and Conditions or any Specific Terms and Conditions.

#### 9.2 Society, Lodge or Club Accounts

Unless otherwise agreed with the Bank in writing, where the Society, Lodge or Club is unincorporated those parties signing the Account Operating Authority are personally jointly and severally liable for all amounts owing in relation to the Society, Lodge or Club accounts. Any one or more of them may be required to pay all the money owed.

- c. If a dispute arises between joint account holders, you must advise the Bank immediately and seek independent legal advice. The Bank shall have no liability to you for any action taken on the instructions of any one of the joint account holders and may prevent you from using your joint account until all joint account holders confirm to the Bank in writing that the dispute has been resolved.

## 12. Our Liability

- 12.1 Subject to any other provision of these Terms and Conditions or any Specific Terms and Conditions, the Bank shall not under any circumstance be liable:
- a. For any losses caused by the Bank not acting on any instruction which is illegible, unclear or where there are insufficient funds in the account;
- b. For any losses caused by any circumstance beyond the Bank's control; or
- c. For any losses caused by the Bank acting on any unauthorised, forged or fraudulent instructions unless the Bank could have reasonably detected that any such instructions were unauthorised, forged or fraudulent.

## 15. Breach of the Terms and Conditions

- 15.1 If, in our opinion, you breach these General Terms and Conditions or any Specific Terms and Conditions, we may:
- a. Require that you fix the breach;
- b. Close or suspend your account(s) or such other services provided by us;
- c. Suspend or cancel your use of any services, cheques, Card(s) or any other method of accessing your account(s);
- d. Require you to repay any amount owing to us, whether or not it would otherwise be repayable on demand;
- e. List you as a defaulter with any credit reporting agency;
- f. Place any debt you owe us with any debt collection agency; and
- g. Exercise any of our rights under any contract between you and us or at law
- 15.2 You must notify us immediately of a breach of these General Terms and Conditions or any Specific Terms and Conditions or any change affecting your relationship with us.

#### 9.3 Trust/Estate Accounts

- a. Unless otherwise agreed with the Bank in writing, all trustees of any Trust, and the executors or administrators of any Estate, are personally jointly and severally liable for any amount owing to the Bank in relation to the Trust or Estate accounts. Any one or more of them may be required to pay all the money owed. The Bank may agree in writing that a trustee is a limited liability trustee and that the limited liability trustee's liability is limited to the assets of the trust. However this limitation of liability will not apply to the limited liability trustee if the Bank incurs costs as a result of a breach of trust by the limited liability trustee due to negligence, wilful default or dishonesty. In such circumstances,

- d. If a party to a joint account advises us that he/she wishes to withdraw from that joint account, we will either stop the account or remove that party from the account. In both cases, all parties to the account will be advised as soon as possible. However, the joint liability for all debt (including payments made but not processed) at the date of stopping the account or that party's withdrawal, will continue until full repayment is made.

## 10. Right to Vary these Terms and Conditions

- 10.1 The Bank has the right to vary these General Terms and Conditions and any Specific Terms and Conditions applying to your accounts and to vary,

## 13. Indemnity

- 13.1 Subject to any other provision of these Terms and Conditions or any Specific Terms and Conditions, you agree to indemnify and hold the Bank harmless against:

## 16. Governing Law

- 16.1 These General Terms and Conditions and the Specific Terms and Conditions are governed by New Zealand law and the courts of New Zealand shall have non-exclusive jurisdiction in any

proceedings relating to these General Terms and Conditions and the Specific Terms and Conditions

## 17. Definitions

- **“Bank”, “we” or “us”** means Southland Building Society trading as SBS Bank and HBS Bank – a registered bank with a mutual building society structure.
- **“Branch”** means one of the Bank’s branches in New Zealand and **“Branches”** has a corresponding meaning.
- **“Card”** means the Bank’s ATM / EFTPOS card.
- **“General Terms and Conditions”** means these general terms and conditions.
- **“Internet Banking”** means the internet banking service provided by the Bank to provide access to nominated accounts for customers using a unique customer number and password.
- **“Password”** means a confidential password used to prevent unauthorised access to and use of your accounts for Internet Banking.
- **“PIN”** means a confidential 4 digit personal identification number to prevent unauthorised access to and use of your accounts, for Telephone Banking, or your Card.
- **“Signing Authority”** means your written authorisation regarding operations on your account(s).
- **“Specific Terms and Conditions”** means the Bank’s terms and conditions for Electronic Banking, Telephone Banking, cheques and Cards.
- **“Telephone Banking”** means the telephone banking service provided by the Bank to provide access to nominated accounts for customers using a unique customer number and PIN
- **“Terms and Conditions”** means these terms and conditions.
- **“you” or “your”** means the account holder, including (as may be applicable) any holder of a joint account, any company, firm, partnership, trust, estate, society (whether incorporated or unincorporated), lodge, club or user of Internet Banking.

## EFTPOS CARD TERMS & CONDITIONS

### 1. Your Card and its Use

- 1.1 You must sign your Card with your usual signature as soon as you receive it. You must not use your Card until you have signed it..
- 1.2 Your Card belongs to the Bank at all times and you agree to return it if asked or if any of your accounts are closed.
- 1.3 You must keep your Card in your possession or in a safe place at all times. Never allow anyone else to use your Card.

### 2. Your PIN

- 2.1 You will either be issued with your own PIN when you are issued with your Card or if you prefer, you can call at one of our Branches with your Card and relevant identification to select your PIN. If your PIN is sent to you, you will need to contact our Contact Centre on 0800 727 2265 or call at one of our Branches to activate your Card.
- 2.2 If you wish to change your PIN, simply call at one of our Branches.
- 2.3 You should take care when selecting your PIN, please refer to the General Terms and Conditions for further information.
- 2.4 Your PIN identifies you and allows you access to your account(s). The Bank will not take any further steps to verify that the person using your Card and your PIN is you, so anyone else using your Card and your PIN will be allowed access to your account(s) whether or not you have given your permission.

### 3. Lost or Stolen Cards

- 3.1 You must notify the Bank immediately if you know or suspect your Card is lost or stolen, someone else knows your PIN or you discover an unauthorised use of your Card has occurred.
- 3.2 Within New Zealand, you should freephone 0800 727 227. Outside New Zealand you should telephone 64 3 211 0845.
- 3.3 You may also need to advise the Police and you may be asked to complete a written report of the loss or theft.

## 4. Liability if your Card is Lost or Stolen

- 4.1 Once you have notified the Bank that your Card has been lost or stolen, your PIN has been disclosed to someone else, or your Card has been used by an unauthorised person or you suspect that one of these events has occurred, you will not be liable for any unauthorised transactions carried out after that time unless you have acted fraudulently or negligently. You will only be liable to pay up to \$50.00 for any unauthorised transactions that have taken place before you notified the Bank unless you have:
  - a. Unreasonably delayed notifying the Bank;
  - b. Selected an unsuitable PIN;
  - c. Disclosed your PIN to anyone else, either deliberately or inadvertently, such as if you failed to take reasonable steps to prevent disclosure of your PIN when keying in your PIN;
  - d. Failed to reasonably safeguard your Card;
  - e. Allowed someone else to use your Card; or
  - f. Written your PIN on your card or kept a written record near or with your Card.
- 4.2 If any of the above apply you will be liable for all transactions up until you notified the Bank up to the maximum amount that you yourself could have withdrawn from your account(s) during that time.
- 4.3 To the extent permitted by law the Bank will not be liable to you for any loss or claim that results directly or indirectly from an unauthorised use of your Card or PIN or failure of any machinery used or system involved in a transaction.

## 5. Accessing Your Account(s)

- 5.1 When you apply for your Card, you nominate which account(s) you wish to access using your Card.
- 5.2 If you wish to make a change to your nominated account(s) phone the Contact Centre on freephone 0800 727 2265 or visit your nearest Branch.
- 5.3 The Bank may restrict which of your account(s) you can nominate for access.

## 6. Transactions

- 6.1 All instructions given using your Card and your PIN give the Bank irrevocable authority to carry out your instructions provided that the Bank may refuse to act upon any instruction for any reason it sees fit.
  - 6.2 You cannot cancel an instruction once it is given.
  - 6.3 Any disputes relating to goods and services purchased using your Card must be resolved with the merchant.
  - 6.4 Transfers of funds to or from your account(s) will be debited or credited as per your instructions on the day the instructions are given or as soon as possible thereafter.
  - 6.5 Transactional information about your account(s) such as the last 10 transactions will be given at the close of business on the previous banking day. All EFT and/or telephone banking transactions carried out since then will be included in account balances obtained using your Card unless otherwise advised.
  - 6.6 You agree not to use your Card beyond your available credit on any nominated account (including any overdraft limit) unless you have made a special arrangement with the Bank.
  - 6.7 Unless you are advised otherwise, your maximum daily transaction limits are:

EFT transactions	\$2,500.00
Off-line transactions	\$0.00

subject to any applicable limit imposed by a merchant where you use your Card to purchase goods or services.
  - 6.8 The acceptance of an EFT or Off-line transaction by the Bank is not confirmation that there are enough funds in your account(s) to carry out the transaction. It is your responsibility to ensure that there are enough funds in your account(s) to meet any transfers, withdrawals or payments you require. Where any transfer, withdrawal or payment overdraws your account, normal overdraft charges will apply.
  - 6.9 You will not be able to draw on any cheques and/ or deposits until they are cleared.
- ## 7. Card Acceptance and Limitations
- 7.1 Your Card will be accepted in New Zealand by most Electronic Funds Devices.
  - 7.2 Your Card cannot be used overseas.
  - 7.3 The Bank will not however be liable to you if any Electronic Funds Device, bank or merchant refuses to accept your Card for any reason.

## 8. Replacement/Additional Cards

- 8.1 The Bank will replace your Card if it becomes damaged or faulty.
- 8.2 The Bank may also issue an additional Card to a person nominated by you if you want that person to have access to your account(s).
- 8.3 These Terms and Conditions (as amended or replaced from time to time) will apply to that additional Card as if that additional Card was your own. You will be liable for any breach of these Terms and Conditions (and any general terms and conditions) by any additional cardholder.
- 8.4 You will be liable for all debts incurred on your account by any additional cardholder.
- 8.5 You should ensure that any nominated person is familiar with these Terms and Conditions.
- 8.6 The Bank may charge you for any replacement or additional Card it issues.

## 9. Fees/Charges

- 9.1 You agree to pay all fees and other charges relating to the use of your Card including the fees for any replacement Card in addition to any applicable account and transaction fees.
- 9.2 The Bank may deduct such fees and other charges from your account(s) in accordance with the "Deductions" section of the Bank's General Terms and Conditions, contained within the Account Operating Authority.
- 9.3 Fees and charges are subject to change.

## 10. Cancellation of Your Card

- 10.1 If you no longer wish to use your Card, cut it in half and return both halves to the Bank.
- 10.2 The Bank may cancel your Card at any time without notice.
- 10.3 If your Card is cancelled or suspended you will still be liable for all transactions made up to that time.

## 11. Changes to these Terms and Conditions

- 11.1 We may change these Terms and Conditions from time to time.
- 11.2 You will be given at least 14 days notice of any change to these Terms and Conditions either by post to your last known address, telephone call, or notice in your Branch or local newspaper.

11.3 We are not obliged to give you advance notice if an immediate change to these Terms and Conditions is deemed necessary for the security of Cards or individual accounts.

11.4 You authorise us to give information about you and any of your account(s) to others in order to execute your instructions to us via your Card. However, you may instruct us not to share your information by giving us written instructions to that effect.

## 12. Definitions

- **"Bank", "we" or "us"** means Southland Building Society trading as SBS Bank and HBS Bank – a registered bank with a mutual building society structure.
- **"Bankruptcy"** includes the loss of capacity, receivership, liquidation, removal from the register, winding up, statutory management or any similar occurrence, and petition for bankruptcy includes any step taken for or towards these.
- **"Branch"** means one of the Bank's branches in New Zealand and **"Branches"** has a corresponding meaning.
- **"Card"** means the Bank's ATM / EFTPOS card.
- **"Electronic Funds Device"** means in New Zealand, any automatic teller machine approved by the Bank or point of sale terminal.
- **"EFT"** means the transfer of funds processed using your Card and your PIN at an Electronic Funds Device.
- **"General Terms and Conditions"** means the Bank's general terms and conditions.
- **"Off-line"** means the transfer of funds from your account(s) where an Electronic Funds Device is out of operation.
- **"PIN"** means a confidential 4 digit personal identification number to prevent unauthorised access to and use of your Card.
- **"Terms and Conditions"** means these terms and conditions.
- **"you" or "your"** means the account holder, including (as may be applicable) any holder of a joint account, any company, firm, partnership, trust, estate, society (whether incorporated or unincorporated), lodge, club or user of Internet Banking.

# DEBIT MASTERCARD CARD TERMS & CONDITIONS

## 1. Your Card and its Use

- 1.1 You must sign your Card with your usual signature as soon as you receive it. You must not use your Card until you have signed it. Your Card belongs to the Bank at all times and you agree to return it if asked or if all of your associated account/s are closed.
- 1.2 You must keep your Card in your possession or in a safe place at all times. Never allow anyone else to use your Card. Only the person to whom the Card has been issued to is authorised to use the Card.
- 1.3 We recommend that you notify the Bank when you plan on travelling and using your Card overseas.

## 2. Your PIN

- 2.1 You will either be issued with your own PIN when you are issued with your Card or if you prefer, you can call at one of our Branches with your Card and relevant identification to select your PIN.
- 2.2 If your PIN is sent to you, you will need to phone our Contact Centre on 0800 727 2265 or call in at one of our Branches to activate your Card.
- 2.3 If your PIN is sent to you and the PIN mailer is not received by you intact or a PIN change has occurred without being requested by you, please contact us immediately.
- 2.4 If you wish to change your PIN, simply call at one of our Branches.
- 2.5 You should take care when selecting your PIN. Please refer to the General Terms and Conditions for further information.
- 2.6 You should memorise your PIN. Do not keep a written or electronic record of your PIN (including storing it in your mobile phone) or disclose it to any other person or entity, including friends or family, or Bank staff. We will not ask you to disclose your PIN to our representatives. You will only be required to use your PIN in approved PIN entry devices.
- 2.7 You need to take precautions to ensure that others cannot observe you entering your PIN. This helps reduce the risk to you of fraud and unauthorised access to, and Transactions on, your account(s). However, you should note that in some instances, your Card can be used without a PIN (see the description of "Contactless Transactions").
- 2.8 You will need a PIN if you wish to use your Card for ATM Transactions. For EFT Transactions overseas,

PIN functionality may not be available and your signature will be required.

- 2.9 Electronic Funds Devices which are not genuine or may have been tampered with increase the risk of your PIN being exposed. To help prevent this from happening, you should attempt to verify the validity of any Electronic Funds Device before use. You should also not use any Electronic Funds Devices that do not look genuine. Warning signs that an Electronic Funds Device is either not genuine or has been tampered with include (but are not limited to):
  - a. Modifications to the device;
  - b. Where suspicious devices are attached;
  - c. Where the device does not look genuine; or
  - d. Where the device is behaving in a suspicious way.
- 2.10 Your PIN identifies you and allows you access to your account(s). The Bank will not take any further steps to verify that the person using your Card and your PIN is you, so anyone else using your Card and your PIN will be allowed access to your account(s) whether or not you have given your permission.
- 2.11 Subject to the Bank's duty to exercise reasonable care and skill and comply with relevant legislation and the Code of Banking Practice, we may decline to act or delay acting on any instructions given where we consider we have good reason to do so.

## 3. Accessing your Account(s)

- 3.1 When you apply for your Card, you must nominate which account(s) you wish to access using your Card.
- 3.2 If you wish to make a change to your Nominated Account(s), please phone the Contact Centre on freephone 0800 727 2265 or visit your nearest Branch.
- 3.3 The Bank may restrict which of your account(s) you can nominate for access. Cards can only access account(s) which require one authorised signatory to operate the account.

## 4. Transactions

- 4.1 Liability for Transactions charged to your account
- 4.2 You are responsible for all Transactions made with the use of your Card or Card Number. You will be required to pay the relevant amounts from your account(s) on all:
  - a. Cash advances and sales vouchers signed or authorised by you or another cardholder on your account(s);

- b. Mail, telephone, internet order or email Transactions and Cycle Payments authorised by you or another cardholder on your account(s);
- c. EFT Transactions carried out on your account using your Card(s) or the Card of another cardholder on your account(s); and
- d. Other Transactions authorised by you or another cardholder on your account(s) and approved by us.

limited circumstances under which we can reverse a Transaction which will be subject to the rules of Mastercard®, for example, we cannot reverse a Transaction where there is a dispute with a Merchant about the quality of goods and services. We will not be responsible for the goods or services supplied by any Merchant, and any complaints you have with the Merchant must be resolved by you with the Merchant concerned.

- 4.3 There are risks involved if you or another cardholder on your account(s) either give your Card Information and/or initiate a Transaction, by mail order, telephone order, internet or by email before you receive goods or services. You are giving authority to the Mastercard® Merchant to process an EFT Transaction or issue a sales voucher for the purchase amount which will be debited to your account(s). Before undertaking any Transactions and particularly before you agree to make a purchase from the Merchant, you should consider the security and standing of the Merchant company or entity you are doing business with.
- a. If you, or another cardholder on your account(s), initiate Cycle Payment Transactions, i.e. if you agree with a Mastercard® Merchant that an amount will be debited to your account(s) on a regular basis, then you are liable for meeting those Transaction amounts even if you close your account(s), unless you have cancelled such payments with the Merchant.
  - b. In certain circumstances, your agreement with the Merchant may authorise the debiting of your account(s) with additional purchase amounts without the need for your signature.

6.2 EFT transfers will be processed on the day the Transaction is made, or as soon as possible thereafter, subject to our right to vary the date of debiting due to circumstances beyond our control.

6.3 When you use your Card in an Electronic Funds Device, the Transaction will be processed as soon as we have been notified by the bank that processes the Transaction of the Electronic Funds Device you used.

6.4 Unless you are advised otherwise, your Daily Transaction Limits are:

- a. ATM Limit NZD \$1,500
- b. Daily Transaction Limit NZD \$5,000

6.5 Subject to any applicable limit imposed by a particular Merchant where you use your Card to purchase goods or services from that Merchant. These limits apply over any 24 Hour Period and may be changed by prior arrangement with the Bank. Except as set out in this clause, these limits are cumulative in each 24 Hour Period and include fees associated with each type of Transaction. Any domestic ATM or EFT Transactions will reduce the Daily Transaction Limit that applies to any overseas ATM or EFT Transaction within a 24 Hour Period. Any overseas ATM or EFT Transactions will reduce the Daily Transaction Limit that applies to any domestic ATM or EFT Transaction within a 24 Hour Period.

6.6 You agree not to use your Card beyond your available credit on any Nominated Account (including any overdraft limit) unless you have made a special arrangement with the Bank.

6.7 The acceptance of an EFT transfer, any sales vouchers or an off-line funds transfer is not a representation by us that you have sufficient funds in your account to cover the transfer of funds. Where a transfer overdraws your account, normal overdraft charges will apply. Details of these charges are available from any of our Branches or by calling our Contact Centre, on freephone 0800 727 2265.

6.8 You are liable for all Off-line Transactions. We will not be deemed in any way to have consented to any Off-line Transaction.

6.9 Transfers of funds to or from your account(s) will be debited or credited as per your instructions on the day the instructions are given or as soon as possible thereafter.

6.10 Unless otherwise advised, account balances obtained using your Card will reflect all Transactions processed up to that time of enquiry. The only transactional account information available to you will be transactional information up to the close of business on the previous banking day.

6.11 If you initiate a Transaction with your Card by mail order, telephone order or via the internet, you are authorising the Mastercard® Merchant to process an EFT Transaction or issue a sales voucher for the purchase amount which will be debited from your account(s).

## 7. Contactless Transactions

7.1 Your Card has contactless payment technology built in, allowing you to carry out Contactless Transactions with your card.

7.2 To pay for purchases under NZ\$80 in New Zealand, you can simply 'tap' your Card against a Contactless Reader without using your PIN or signature. Tapping your Card is you agreeing that the Transaction amount is correct and authorising payment to be made from your Nominated Account.

7.3 For purchases over NZ\$80, a PIN or signature will be required.

7.4 A different threshold may apply in other countries.

7.5 As a security feature of your Card, if you have made a number of consecutive Contactless Transactions may be prevented from being completed. To continue to use your Card and continue with the Transaction, you will either need to insert or swipe your Card and use your PIN.

## 8. Foreign Currency Transactions

8.1 Cash advances, purchases and/or charges made in foreign currencies will be processed and converted to New Zealand dollars by Mastercard® at a rate(s) of exchange fixed by Mastercard® on the day the Transaction is processed (which may differ from the rate applicable on the date the Transaction occurred or the date when the Transaction was posted to your account). The total converted amount will appear on your statement. A foreign currency fee will be charged by us on any such Foreign Currency Transaction in addition to any fee charged by the Merchant.

For details of this fee, please refer to our Account Charges document.

8.2 Transactions reversed or refunded to your account, including by the Merchant, may differ from the original amount debited due to changes in the currency conversion rates that may have occurred between the time of the original transaction and the time of the reversal or refund. For more information on obtaining reversals or refunds please refer to the section entitled "Transactions Disputes" below.

8.3 Dynamic currency conversion may be offered to you by some Merchants. This gives you the option of using your Card to pay for goods or services purchased from an overseas Merchant, in New Zealand dollars at the point of sale (rather than the currency in which the Merchant is domiciled). Any applicable Merchant terms and conditions and/or international card scheme rules relating to dynamic currency conversion will apply. If you decide to purchase goods or services using dynamic currency conversion, the rate of exchange and any applicable fees will be charged by the Merchant and payable by you at the point of sale. The Merchant may also charge a fee for this service.

## 9. Card Acceptance and Limitations

9.1 In New Zealand, your Card will be accepted in any ATM or Electronic Funds Device or by any Merchant displaying the Mastercard® logo.

9.2 Overseas, your Card will be accepted at ATMs, banks and Merchants displaying the Mastercard® logo and at any Electronic Funds Device displaying the Mastercard® or PayPass™ logos. We will not be held liable if any bank or Merchant either refuses to accept your Card or will not allow your Card to be used to purchase particular types of goods and services available at the premises. The use of your Card for Foreign Currency Transactions may be subject to exchange controls or other government requirements and additional costs may be incurred.

## 10. Lost or Stolen Cards

10.1 You must notify the Bank immediately if you know or suspect your Card is lost or stolen, someone else knows your PIN or you discover an unauthorised use of your Card or Card Information has occurred.

10.2 Within New Zealand:

- a. You should freephone 0800 727 227; and



b. In the case of a stolen Card, you will also need to advise the police and you will be asked to complete a written report.

10.3 If you are outside New Zealand:

- a. Notify a bank which displays the Mastercard® logo; or
- b. If you cannot find a bank which displays the Mastercard® logo, you should telephone 64 3 211 0845.

10.4 There may be a charge to your account if a replacement Card is required.

## 11. Liability if your Card is Lost or Stolen or Card Information Compromised

11.1 Once you have notified the Bank that your Card has been lost or stolen, your PIN has been disclosed to or known by someone else, or there has been an unauthorised use of your Card (or Card Information), or you suspect that one of these events has occurred, either in New Zealand or overseas, you will not be liable for any unauthorised Transactions carried out after that time (unless you have acted fraudulently or negligently). You will only be liable to pay up to \$50.00 for any unauthorised Transactions that have taken place before you notified the Bank unless you have:

- a. Unreasonably delayed notifying the Bank;
- b. Selected an unsuitable PIN;
- c. Disclosed your PIN to anyone else, either deliberately or inadvertently (for example, where you failed to take reasonable steps to prevent disclosure of your PIN when keying in your PIN);
- d. Failed to reasonably safeguard your Card or your Card Information or failed to retrieve your card following a Transaction;
- e. Allowed someone else to use your Card;
- f. Written your PIN on your Card or kept any other written or electronic record of your PIN; or
- g. Acted fraudulently or otherwise contributed to or caused losses from unauthorised Transactions as a result of your actions.

11.2 If any of the above apply, you will be liable for all Transactions up until you notified the Bank up to the maximum amount that you could have withdrawn from your account(s) during that time.

11.3 You must give the Bank information and any help we reasonably require to deal with misuse or

unauthorised access to your accounts, or in relation to any other Transaction we, the police, or any other authority is investigating. We may pass on related information to other banks, the police, Mastercard® or any other party involved in card payments in relation to any misuse of your Card or unauthorised Transactions.

- 11.4 On behalf of the Bank, Westpac New Zealand Limited ("Westpac") provides a Fraud Monitoring Service in relation to the Debit Mastercard® card. You consent to Westpac communicating with you directly when and if required concerning the screening, detection and investigation of any unauthorised access to, or potentially fraudulent transactions on your accounts.
- 11.5 Except as expressly stated in these Terms and Conditions, the General Terms and Conditions and to the extent permitted by law, the Bank will not be liable to you for, and you agree to indemnify the Bank against, any loss or claim that results directly or indirectly from unauthorised use of your Card or PIN or failure of any machinery used or system involved in a Transaction

## 12. Replacement/Additional Cards

- 12.1 The Bank will replace your Card if it becomes damaged or faulty. Once you have received your replacement Card, you should destroy your damaged or faulty Card.
- 12.2 The Bank may also issue an additional Card to a person nominated by you if you want that person to have access to your account(s).
- 12.3 These Terms and Conditions will apply to that additional Card as if that additional Card was your own. You will be liable for any breach of these Terms and Conditions (and any General Terms and Conditions) by any additional cardholder.
- 12.4 You will be liable for all debts incurred on your account(s) by any additional cardholder.
- 12.5 You should ensure that any nominated person is familiar with these Terms and Conditions.
- 12.6 The Bank may charge you for any replacement Card.
- 12.7 The Bank will charge you for any additional Card it issues.

## 13. Fees/Charges

- 13.1 You agree to pay all fees and other charges relating to the use of your Card including the fees for any replacement or additional Card in addition to any applicable account(s) and Transaction fees.

13.2 The Bank may deduct such fees and other charges from your account(s) in accordance with the "Fees, Costs and Deductions" section of the Bank's General Terms and Conditions.

13.3 Transaction fees are charged to the account in which the connected Transaction has occurred. Transaction Dispute Fees will be charged to the account nominated by you when the Transaction is disputed by you. All other fees will be charged to your Primary Account.

13.4 The full list of fees and charges which apply to the use of your Card are detailed within our Account Charges document. Copies of our Account Charges document are available on request and free of charge from any branch or agency of the Bank or viewed on our website at sbsbank.co.nz

13.5 Fees and charges are subject to change.

## 14. Cancellation of Your Card or Closure of Your Account(s)

- 14.1 If you no longer wish to use your Card, notify the Bank, and either destroy the Card or return it to us.
- 14.2 The Bank may cancel your Card at any time without notice.
- 14.3 If your Card is cancelled or suspended or the account(s) to which a Transaction has occurred is/are closed, you will still be liable for payment of all Transactions made and all fees and charges accrued using your Card, up to the time of cancellation, suspension or closure. You will also be liable for any fees or other costs associated with recovering amounts owing on your account(s). These Terms and Conditions will continue to apply until any outstanding amounts debited to an account are paid (whether the amounts are accrued or charged before or after cancellation of your Card or closure of your account).

## 15. Authorisations and debit holds

- 15.1 A Merchant may seek authorisation for a Transaction in circumstances where the Transaction is not completed at the time of authorisation. This may result in the Bank holding the authorised funds in your Nominated Account until the payment is processed by the Merchant. This is common in the case of hotels/motels and car rental companies. Authorised funds may be held up to a maximum of seven business days and will reduce the available balance in your account(s) until the Transaction is processed.

15.2 Merchants may also check the Card's authenticity by requesting a hold for a nominal amount. This often occurs with hotels, airlines and online shopping Merchants.

## 16. Terms and conditions set by third parties

- 16.1 In addition to these Terms and Conditions, the use of your Card in an EFT terminal is subject to the conditions imposed from time to time by other financial institutions who are parties to any EFT system.
- 16.2 Mastercard® and the Mastercard® brand mark, and PayPass™ are registered trademarks of Mastercard® International Incorporated.

## 17. Transaction disputes

- 17.1 Where you have a dispute with a Merchant regarding a Transaction, we suggest you initially speak to the Merchant to try to resolve the situation. Where you cannot resolve the situation with the Merchant or you believe the Transactions have occurred resulting from either unauthorised access to, or potentially fraudulent Transactions on your account(s), you will need to notify us of a disputed Transaction within the time period stated below.
- 17.2 You are responsible for checking your statements to ensure their accuracy and advising us of any mistakes, which can include, but are not limited to, incorrect, invalid or unauthorised Transactions, even if you do not reside (permanently or temporary) at the address to which you have requested us to send statements.
- 17.3 If you do not notify us of a disputed Transaction within the time period stated below, then the charge or record of the Transaction will remain on your account(s) and we will not be able to reverse the Transaction.
- 17.4 If you dispute any Transaction recorded in your monthly statement, you must notify us in writing within 30 business days of the Statement Closing Date, giving the following information:
- a. Your name and Card Number;
  - b. The amount and nature of the disputed Transaction, attaching (if available) a copy of the Transaction record or sales voucher in support of your case;
  - c. Details of the EFT terminal (if any) at which the disputed Transaction occurred;
  - d. Details of the website (if any) through which the disputed Transaction was initiated;


- e. The date and approximate time (if known) on which the disputed Transaction occurred; and
- f. Details of any formal complaint lodged with the police.

- 17.5 The Bank will provide you with the Transaction dispute form required to be completed to meet the above notification requirements. To obtain a copy of this form please contact the Bank directly.
- 17.6 Once you have notified us of the disputed Transaction, we will investigate the matter and acknowledge your complaint within five days.
- 17.7 You may be charged a Transaction Dispute Fee.
- 17.8 Where we agree that an error did occur (whether it was in relation to the disputed Transaction or not) it will be corrected, and you will be advised of any appropriate adjustments which will be made to your account. In this instance, the Transaction Dispute Fee charged will be refunded.
- 17.9 If, as a result of our investigation, we believe the charge or Transaction should remain, we will write to you setting out our reasons and the Transaction Dispute Fee will be charged.
- 17.10 If you have followed the Bank's internal complaints procedure and you are still not satisfied with the outcome of the investigation, you may refer the matter to the Banking Ombudsman.

## 18. Changes to these Terms and Conditions

- 18.1 We may change these Terms and Conditions from time to time.
- 18.2 You will be given at least 14 days notice of any change to these Terms and Conditions either by post to your last known address, telephone call, or notice in your Branch or local newspaper.
- 18.3 You authorise us to give information about you and any of your account(s) to others in order to execute your instructions to us via your Card. However, you may instruct us not to share your information by giving us written instructions to that effect.

## 19. Definitions

- **"ATM"** means automatic teller machine.
- **"Bank"**, "we" or "us" means Southland Building Society trading as SBS Bank – a registered bank with a mutual building society structure.
- **"Branch"** means one of the Bank's branches in New Zealand and "Branches" has a corresponding meaning.
- **"Card"** means the Bank's Debit Mastercard® card.
- **"Card Information"** means the Card Number, Card expiration date, Card holder's name and/or card validation code which is either embossed or printed on the Card issued to you.
- **"Card Number"** means the 16 digit number embossed on the front of your Card.
- **"Contactless Reader"** means an Electronic Funds Device at a merchant or bank displaying the PayPass™ logo or the Mastercard® logo adjacent to the Contactless Symbol.
- **"Contactless Symbol"** means the following symbol: 
- **"Contactless Transaction"** means a Transaction, other than a cash withdrawal, conducted by 'tapping' your card on a Contactless Reader.
- **"Cycle Payment"** means a payment which you authorise a Mastercard® Merchant to debit against your account on a regular basis.
- **"Daily Transaction Limit"** means the maximum dollar amount that you may transact with your Card in any 24 Hour Period.
- **"Electronic Funds Device"** means:
  - a. Any ATM displaying the "Mastercard®" logo;
  - b. Any point of sale terminal where the "Mastercard® or Mastercard® PayPass™" logo is displayed or displayed nearby at that Merchant; or
  - c. Contactless payment readers displaying the "Mastercard® PayPass™" logo or displaying the Mastercard® logo adjacent to the Contactless Symbol.
- **"EFT"** means the transfer of funds processed using your Card and your PIN at an Electronic Funds Device.
- **"Eftpos"** means electronic funds transfer at point of sale.
- **"Foreign Currency Transaction"** means a Transaction made with your Card which is made in a currency other than New Zealand dollars.
- **"General Terms and Conditions"** means the Bank's general terms and conditions.
- **"Merchant"** means a retail merchant or other entity which processes an Eftpos, Contactless or Remote Transaction.
- **"Nominated Account(s)"** means an account(s) which is/are nominated by you from which the following are debited: Transactions made on your Card using the Mastercard® network and all Remote Transactions.
- **"Off-line Transaction"** means a Transaction using your Card where an Electronic Funds Device does not verify the Transaction with the Bank at the time the Transaction is accepted.
- **"PIN"** means a confidential 4 digit personal identification number to prevent unauthorised access to and use of your Card.
- **"Primary Account"** means your account which you have nominated to us as the primary account to which your Card is associated to.
- **"Remote Transaction"** means Transactions made using your Card Information only. These include (but are not limited to) Transactions made by mail, telephone, online or email.
- **"Statement Closing Date"** is the date given on your bank statement.
- **"Transaction"** means a transaction debited or credited to an account made using your Card at an Electronic Funds Device or by using your Card Information for a Remote Transaction and "Transactions" has a corresponding meaning.
- **"Transaction Dispute Fee"** covers the cost to the Bank for investigating the relevant Transaction. The amount of this fee is detailed in our 'Account Charges' document. A copy of this document is available on request and free of charge from any Branch or agency of the Bank or can be viewed on our website: sbsbank.co.nz
- **"Terms and Conditions"** means these terms and conditions as amended from time to time.
- **"you"** or **"your"** means the account holder, including (as may be applicable) any holder of a joint account, any company, firm, partnership, trust, estate, society (whether incorporated or unincorporated), lodge, club or user of internet banking.
- **"24 Hour Period"** 12am to 12am (one full day - 24 hours) New Zealand time.

Name of Creditor  
Southland Building Society  
PO Box 835  
INVERCARGILL

## ELECTRONIC BANKING TERMS & CONDITIONS

### 1. Electronic Banking Security

- 1.1 You should take care when selecting your Password(s) and PIN(s). Please refer to the Passwords and PINs section of our General Terms and Conditions for further information.
- 1.2 Do not use the same Passwords or PINs that you use elsewhere.
- 1.3 In cases where you have forgotten your Password or PIN, you can arrange in your security settings for your access to the Electronic Banking Services to be reset if you have registered for Second Factor Authentication. To do this you need to:
  - a. Select either 'Reset Password' (for Internet Banking), or 'Forgot PIN' (for the Mobile Banking App) from the login screen and follow the prompts.
  - b. Enter the SMS Code sent to your registered mobile number before setting your new Password or PIN and logging in.If you are not set up for Second Factor Authentication, do not receive an authentication code or are unable to successfully complete the password reset process, you will need to visit any of our Branches or call our Contact Centre on freephone 0800 727 2265, or outside New Zealand on +64 3 211 0700, during Business Hours to reset the relevant security settings.
- 1.4 You have a responsibility to exercise reasonable care to prevent unauthorised access to the Device that you use to access our Electronic Banking Services. For example, this includes:
  - a. Not leaving your Device unattended and logged into our Electronic Banking Services;
  - b. Not recording your Password or PIN including using the password storage options provided within internet browsers;
  - c. Locking your Device or taking other steps to stop unauthorised use of our Electronic Banking Services; and
  - d. Notifying us as soon as practicable if your Device is lost or stolen.
- 1.5 You should regularly examine your transaction history to identify any instances where Electronic Banking Services have been used without your authority. You must notify us immediately if you identify any unauthorised transactions.

- 1.6 Your Password, PIN or SMS Code identifies you and allows you access to the Electronic Banking Services. The Bank is not required to take any further steps to verify that the person using your Password, PIN or SMS Code is you, and they will be allowed access to the Electronic Banking Services regardless of whether or not you have given your permission.
- 1.7 You must take reasonable care when accessing our Electronic Banking Services to ensure that your Password and PIN are not seen by or disclosed to anyone else.
- 1.8 You must change your Password, PIN and any other security information promptly if anyone else does or may know it. You must also notify the Bank in accordance with "Notification of Loss, Theft or Unauthorised use of your Password or PIN" section.
- 1.9 You should not open attachments or run software from untrusted or unknown sources on any Device that you use to access our Electronic Banking Services.

### 2. Notification of Loss, Theft or Unauthorised use of Your Password or PIN

- 2.1 You must notify the Bank immediately when:
  - a. You know or suspect that someone else knows your Password or PIN;
  - b. You discover or suspect an unauthorised use of your Password or PIN has occurred; or
  - c. Your transaction history contains any instances of unauthorised use or errors.
- 2.2 Please contact the Bank immediately if your Mobile Device or your mobile phone containing your registered mobile number is lost or stolen. We can then arrange for the Mobile Device or the registered mobile number to be either temporarily deactivated until you relocate it or deregistered to prevent any unauthorised use of our Electronic Banking Services.
- 2.3 We recommend that you record all receipt numbers, payment or transfer reference numbers that are issued to you by any of the Electronic Banking Services to assist in following up with us if you identify any issues when checking transactions against your statements.
- 2.4 During Business Hours, call us immediately and we can help you reset your login details including your Password and PIN.
- 2.5 You can cancel your Electronic Banking Services

access during Business Hours at any of our Bank Branches or by calling our Contact Centre on 0800 727 2265 or outside New Zealand on +64 3 211 0700.

### 3. Payments

- 3.1 When you set up a payment using Electronic Banking Services, you authorise us to act in accordance with, and acknowledge that we will rely on, those instructions. You cannot set up any payment from any Credit Card Account.
- 3.2 Subject to compliance with these Terms and Conditions, payments can be requested to be made on the same day or on a future date when you enter the payment details.
- 3.3 If you have requested us to make a same day payment to an External Account, we will automatically debit the payment from your Nominated Account. We will endeavour to send any same day payments to External Accounts every 30 minutes between 9am and 9.30pm on Business Days.
- 3.4 Future-dated payments will be automatically debited from your Nominated Account on the date requested in accordance with your instructions.
- 3.5 With the exception of future-dated payments, electronic payments authorised after 9.30pm, on weekends or public holidays to External Accounts will be debited from your account on the day of authorisation but may not be sent to the receiving bank until the next Business Day.
- 3.6 Payments between any two of your Nominated Accounts will be debited and credited immediately (unless specified that the payment to be made will occur on a future date). This includes Nominated Accounts for different entities which you manage but does not include any payment to a Credit Card Account, which will be processed as an External Payment.
- 3.7 A payment is irreversible once the instruction to make the payment has been completed using our Electronic Banking Services (unless the payment to be made will occur on a future date).
- 3.8 It is your responsibility to ensure that there are enough funds in your Nominated Account(s) to meet any payments that you authorise. Instructions for payments will not be actioned if there are insufficient funds available in your Nominated Account.
- 3.9 We will endeavour to make the payments you request, although we accept no responsibility or liability for any delay, omission or refusal to make

any or all of the payments, or for late payment. In particular, we accept no responsibility or liability for the accuracy of the information you supply to us when setting up, changing, or deleting payment instructions.

- 3.10 All payment instructions received from you will be subject to any other arrangements you may have with us in relation to your Nominated Account(s).
  - 3.11 In the event of a future-dated payment not able to be made on the due date for any reasons referred to in these Terms and Conditions, we will attempt to complete that payment request twice daily for the following three Business Days. Following that period arrangements for that payment will become your sole responsibility.
  - 3.12 We may in our absolute discretion conclusively determine the order of priority of payments and transfers requested pursuant to any payment instruction or cheque drawn on a Nominated Account. A limit of \$50,000 per customer per day applies to the total of all payments initiated using the Electronic Banking Services. Payments in excess of your daily limit may not be actioned by us.
  - 3.13 Any payment instruction given by you is irrevocable, notwithstanding your death, Bankruptcy or other revocation of this authority, until actual notice of such event or revocation is received by us, subject to these Terms and Conditions.
  - 3.14 We are authorised to advise your payees of your full name, address and account number if requested by them in respect of a payment authorised by you.
  - 3.15 For payments to Approved Payees the Bank relies on the account numbers and required reference details provided from time to time by the Approved Payee. The Bank cannot guarantee either at the time payment instruction is received or when the payment is made that these Approved Payee details remain current and are correct.
  - 3.16 The timing of receipt of any payment sent by us during Business Days will depend on the frequency that the recipient's bank processes its payments. This may occur less frequently than the rate at which we send payments (either during the day or overnight).
- ### 4. Multi-payments
- 4.1 Within Internet Banking, you can set up and manage Multi-payments and create templates for Multi-payments (the latter being a preset

combination of payments to a number of accounts which can then be copied to set up new Multi-payments).

- 4.2 The terms outlined in clause 3 above apply to Multi-payments subject to any modification outlined in this clause 4.
- 4.3 Multi-payments cannot be set up to reoccur and can only consist of payments from one Nominated Account. You can set up separate Multi-payment and templates for different Nominated Accounts.
- 4.4 You can import either Multi-payments or templates in Comma Separated Value (CSV) file format.
- 4.5 You can maintain (both edit and delete) future dated Multi-payments in Internet Banking up to the date the Multi-payment is to be actioned.
- 4.6 We will attempt to action individual payments in the Multi-payment in the order which you have entered them.
- 4.7 If we are unable to action any individual payment within the Multi-payment for any reason (in most cases due to insufficient funds), then that payment will not be actioned and you will need to set up a replacement payment (either alone or as part of another Multi-payment). We will attempt to action any remaining payments within the Multi-payment.
- 4.8 The retry rule under clause 3.9 above does not apply to Multi-payments and we will not retry to action any failed individual payment within a Multi-payment (either on the same or subsequent days).
- 4.9 We will display the status of Multi-payment Batches within Internet Banking from when you begin creating a Multi-payment Batch through to when it is actioned.

## 5. Signing Rule Application

- 5.1 Any instructions made within the Electronic Banking Services must comply with the Signing Rule. If a Signing Rule requires two or more people to authorise instructions, for instructions initiated in Internet Banking we will require the authorisation to be provided by the Authorised Signatories within Internet Banking for the applicable account(s) in accordance with the Signing Rule.
- 5.2 To authorise instructions initiated on an account using the Electronic Banking Services, Signatories must also have registered for and have access to Internet Banking.
- 5.3 Any instructions initiated using the Electronic Banking Services must be authorised prior to 8.30pm on the date the instruction is to be actioned. If the instruction is not authorised by this

time it will be automatically cancelled.

- 5.4 Only the customer who initiates an instruction for authorisation may edit/delete an instruction before it has been authorised in accordance with the Signing Rule.
- 5.5 Any Signatory for an account with Internet Banking access may edit or delete an authorised future dated instruction. Authorised instructions will only be edited or deleted following reauthorisation of those changes. If the request to edit or delete the instruction is not authorised prior to 8:30pm on the date the instruction is to be actioned, then it will still be actioned as originally authorised.
- 5.6 Instructions authorised for the same day cannot be edited or deleted once they have been authorised.
- 5.7 If the source account for an instruction is edited to an account which has a different Signing Rule, only the Signing Rule of the new source account will be required to authorise the edited instruction.
- 5.8 Once an edited instruction is authorised the original instruction will no longer be actioned and will be replaced by the edited instruction.
- 5.9 Signatories who may authorise an instruction may also decline an instruction.
- 5.10 If an instruction is declined by a Signatory, then that instruction cannot proceed even if there are sufficient additional Signatories who may have been able to otherwise authorise the instruction in accordance with the Signing Rule.
- 5.11 The Signatory who declines an instruction is prompted to provide a reason for declining the instruction which is provided to the initiator as a secure message within Internet Banking.
- 5.12 You can view any instructions awaiting approval in Internet Banking for accounts that you have access to.
- 5.13 If instructions are authorised by another account Signatory in accordance with the applicable Signing Rule, Second Factor Authentication will not be triggered. However, Second Factor Authentication may be triggered where a Signing Rule only requires one Signatory.

## 6. Reversing Transactions

- 6.1 You cannot cancel a payment instruction once it has been provided except where the instruction relates to a future-dated payment and you instruct us to stop the payment prior to the stipulated date for payment in line with the Signing Rule for the applicable account.
- 6.2 Notwithstanding that transactions are irreversible

once authorised, if a request for reversal of a payment is made, we will attempt to recover the payment. There is no guarantee that we will be able to recover the payment and a fee will apply for requesting the reversal.

- 6.3 If funds are paid to an incorrect account in error, those funds will not be recoverable unless the owner of the account to which the funds were transferred consents to the recovery.
  - 6.4 You agree to meet the Bank's fees and costs in respect of any attempted reversal of a payment or transfer, whether or not the attempt is successful. You agree to the Bank debiting any such fees and costs from your Nominated Account(s) Fees are set out within the Bank's Account Charges document (which can be found at [sbsbank.co.nz/resource/fees](https://www.sbsbank.co.nz/resource/fees)).
- 7.1 You will not be able to draw via any of the Electronic Banking Services on any cheques and/ or deposits deposited to your Nominated Accounts until they become cleared funds.
  - 7.2 The Bank may set minimum and maximum limits for transactions carried out via any of the Electronic Banking Services.
  - 7.3 Any action taken by the Bank to close, or suspend access to, your accounts in accordance with our General Terms and Conditions may impact your access to your Nominated Accounts through our Electronic Banking Services.
  - 7.4 In the absence of any daily or other periodic transaction limit arrangements between you and the Bank, you can only withdraw funds or make payments up to the available balance of your selected Nominated Account (including the unused portion of any credit limit relating to that account).
  - 7.5 You agree that when determining the available balance or credit limit on any Nominated Account we will not include the available balance or credit limit from any of your other accounts with the Bank.
  - 7.6 You acknowledge that third parties such as merchants or other financial institutions may impose additional restrictions on the amount of funds you may withdraw, deposit or transfer.

## 8. Changes to these Terms and Conditions

- 8.1 The Bank has the right to vary these Terms and Conditions and any other terms and conditions

applying to your Nominated Accounts and to vary, change or withdraw any of the Bank's services at any time.

- 8.2 Subject to the exception under clause 8.3 below, you will be given at least 14 days' notice of any variation either by post to your last known address, email, telephone call, notice on our website and/or via an electronic banking channel used by you.
- 8.3 We are not obliged to give you advance notice if an immediate change to these Terms and Conditions is deemed necessary for the security of the Electronic Banking Services or individual accounts.

## 9. Privacy

- 9.1 In addition to our 'Privacy Statement' in our General Terms and Conditions you authorise us to give information about you and any of your Nominated Accounts to others in order to execute your instructions to us via Electronic Banking Services or where we reasonably think it necessary for the provision of that service. However, you may instruct us not to share your information by giving us written instructions to that effect. By doing so you acknowledge that this may compromise the Bank's ability to both act on your instructions and effectively provide Electronic Banking Services to you in accordance with these Terms and Conditions.

## 10. Restrictions and Termination of Access to Electronic Banking Services

- 10.1 Access to Electronic Banking Services may be suspended or cancelled in accordance with our General Terms and Conditions (including the sections titled "Suspending Accounts and Transactions" and "Closing of Accounts and the Withdrawal of Products and Services").
- 10.2 In addition, we may suspend or withdraw your access to any of the Electronic Banking Services at any time without prior notice if:
  - a. You have breached these Terms and Conditions or have acted fraudulently;
  - b. We learn of your death, Bankruptcy or lack of legal capacity or that you have committed an act of Bankruptcy or that a Bankruptcy application has been made against you;
  - c. We consider that we have other reasonable grounds to do so (in which case all reasonable efforts will be made to advise you of the circumstances of withdrawal or suspension);
  - d. We are complying with a court order;

- e. We are notified by any party of a dispute over either the ownership of funds or the operation of any account; or
- f. We are protecting one or all of the parties to a Nominated Account, the Bank, or a third party who has reasonably claimed an interest in the Nominated Account.

- a. Any amount that exceeds any applicable transaction limit;
- b. Any portion that exceeds the balance of your Nominated Account;
- c. Fraudulent or negligent conduct by a team member of the Bank or agent or other party involved in the Electronic Banking Services; and
- d. Any other unauthorised transactions where it is clear that you could not have contributed to the loss.

10.3 You may cancel your access to any of the Electronic Banking Services at any time during Business Hours by visiting any of our Branches or by calling our Contact Centre on 0800 727 2265, or outside New Zealand on +64 3 211 0700. You will remain responsible for any instructions made on your Nominated accounts via the Electronic Banking Services up until the time of cancellation.

11.5 The Bank will not be liable for any unauthorised use of the Electronic Banking Services in circumstances where you have failed to take reasonable steps to ensure that protective systems such as virus scanning, firewall, anti-spyware, and anti-spam software on your Device are up to date or where you have failed to take reasonable care to safeguard any Device that is used by you to access the Electronic Banking Services. You agree to allow the Bank access to your Devices and any relevant related equipment to enable the Bank to determine whether you have taken all reasonable steps to protect the security of your devices.

## 11. Liability

11.1 Once you have notified the Bank that either your Password or PIN have been disclosed to someone else, or you suspect that this may have occurred, either in New Zealand or overseas, you will not be liable for any unauthorised transactions carried out after that time unless you have breached these Terms and Conditions or General Terms and Conditions or you have acted fraudulently or negligently.

11.6 If you incur a direct loss that is due to a security breach of the Electronic Banking Services and caused as a result of our failure to take reasonable care and that loss is not caused or contributed to by you, then we will reimburse you for that loss.

- 11.2 You will only be liable for up to \$50.00 for any unauthorised transaction that has taken place before you notified the Bank unless you have:
- a. Unreasonably delayed notifying the Bank;
  - b. Selected an unsuitable Password or PIN;
  - c. Disclosed your Password or PIN to anyone else, either deliberately or inadvertently, such as if you failed to take reasonable steps to prevent disclosure of any of these when keying them in;
  - d. Written your Password or PIN down; or
  - e. Failed to take reasonable care to prevent unauthorised access to the Device that you use to access our Electronic Banking Services.

11.7 We will reimburse you for any losses caused by transactions not authorised by you and completed before you had access to the Electronic Banking Services or during any period where you did not have access to Electronic Banking Services including, if applicable, before you have selected either your PIN or Password.

11.3 If any of the above apply you will be liable for all transactions completed prior to you notifying the Bank up to the maximum amount that you yourself could have transferred from your Nominated Accounts via Electronic Banking Services during that time.

11.8 Subject to the exceptions set out in the preceding bullet points in this section, to the extent permitted by law the Bank will not be liable to you or any other person and accepts no responsibility for any claim, loss, damage, cost or expense whether direct or indirect, consequential or economic which arises in connection with any one of the following:

11.4 If you have, in the Bank's sole opinion, contributed to the cause of any unauthorised transactions, you may be responsible for some or all of the actual losses incurred before notification of the disclosure of your Password or PIN to the Bank except for:

- a. Your use of any of the Electronic Banking Services;
- b. Any unauthorised use of your Password or PIN
- c. Any system or telecommunications link failure; or
- d. Any default, error or defect in design or engineering of the Electronic Banking Services or any delay, fault, malfunction, unavailability or loss of access to the Electronic Banking Services.

## 12. Accessing your Accounts

12.1 In order to access Electronic Banking Services, you must either hold an account with us or be a Signatory or Authorised User of an account with us.

12.2 When accessing Electronic Banking Services, you will be able to select and switch between the different account relationships you have with the Bank (i.e. company, trust, partnership, individual and joint holdings) using the 'account management' option without having to manage separate logins for each account relationship.

12.3 You can set one account relationship as the default account relationship which you view when you log in. You must then switch between account relationships to be able to transact and view details for each particular account relationship.

12.4 You may only use the Electronic Banking Services to perform transactions on your Nominated Accounts. Any transactional restrictions that apply to a particular Nominated Account (such as a fixed term deposit account or a loan account) will apply when using the Electronic Banking Services.

12.5 If you are a Signatory to a Nominated Account, you may access the account through Electronic Banking Services subject to any Signing Rules for the account.

12.6 You acknowledge and agree that we are authorised to act on instructions given by you through Electronic Banking Services by using any combination of your Password or PIN and that we are not obliged to make any further enquiries.

12.7 If any Nominated Account is in the name of more than one person, the liability of all account holders under these Terms and Conditions will be joint and several for any transactions carried out on that account in accordance with these Terms and Conditions.

12.8 The Bank may restrict which of your accounts you can nominate for access via Electronic Banking Services and may also restrict the Electronic Banking Services available to those accounts.

## 13. Fees/Charges

13.1 You agree to pay all fees and charges relating to any Electronic Banking Services in addition to any applicable account, credit and transaction fees. Fees and charges are subject to change. Our current fees and charges are available on request and free of charge from any Branch of the Bank or can be viewed at [sbsbank.co.nz/resource/fees](https://www.sbsbank.co.nz/resource/fees).

13.2 The Bank may deduct such fees and other charges from your account(s) in accordance with the "Fees, Costs and Deductions" section of our General Terms and Conditions.

## 14. Internet Banking

14.1 When you first log into Internet Banking, you will be asked to select your own Password. Passwords must be 8 to 32 characters in length, may consist of a combination of permitted characters on your keyboard and must contain (in any order you choose) at least two numeric digits and at least two characters that are not numeric digits, including one upper case and one lower case letter.

14.2 You must change your Password the first time you use Internet Banking and at frequent intervals thereafter, for example, monthly. It is your responsibility to change your Password regularly.

14.3 When accessing Internet Banking you will have three attempts to successfully enter your Password. Upon the third unsuccessful attempt your Internet Banking access will be suspended.

14.4 To restore your Internet Banking access follow the steps set out in clause 1.3.

14.5 To use Internet Banking you will need to have access to the internet on a Device running a current version of a supported internet browser. Details of supported internet browsers are available at [sbsbank.co.nz](https://www.sbsbank.co.nz) or by contacting the Bank in person at any of our Branches during Business Hours or by calling our Contact Centre on 0800 727 2265, or outside New Zealand on +64 3 211 0700.

14.6 Check your last log-in details, which will appear every time you log into Internet Banking and notify us immediately if the last log-in details are incorrect.

14.7 You should ensure that your computer contains up-to-date anti-virus and security software before using Internet Banking.

14.8 When you finish using Internet Banking, we recommend that you shut down all the windows of the browser you have used to gain access to Internet Banking and then restart the browser in order to ensure that the "Back" function (or similar function in your browser) cannot be used to trace your activities.

14.9 If you require assistance with clearing your browser's cache, we suggest you review your browser help facility or contact a PC support or

maintenance service for instructions on how to complete this process.

## 15. Mobile Banking App

- 15.1 To use the Mobile Banking App you must:
- Have a Mobile Device running a Compatible Mobile Operating System;
  - Accept these Terms and Conditions;
  - Register for Second Factor Authentication (if not already registered);
  - Setup a 5-digit PIN to access the Mobile Banking App on your Mobile Device.
- 15.2 You may register to use the Mobile Banking App on more than one Mobile Device. You will need to register each Mobile Device separately and each will have a separate PIN.
- 15.3 Resetting the PIN for one Mobile Device will not change any PIN you have assigned to any other Mobile Devices you have registered for the Mobile Banking App.
- 15.4 Each Mobile Device can have the Mobile Banking App registered for only one customer at a time.
- 15.5 Not all Electronic Banking Services are available on the Mobile Banking App. More comprehensive Electronic Banking Services are available through accessing Internet Banking. Specifically, Multi-payments and instructions where a Signing Rule requires two or more people to authorise those instructions cannot be initiated or authorised within the Mobile Banking App.
- 15.6 You must not allow other persons to use the Mobile Banking App on Mobile Devices you have registered for Electronic Banking Services (and have not since deregistered).
- 15.7 For security reasons, you are recommended to deregister Mobile Devices which you no longer use for the Mobile Banking App. To deregister a Mobile Device from using the Mobile Banking App you will have to contact the Bank directly.
- 15.8 The accounts you nominate for Balance Peek will be the same across all Mobile Devices you have registered for the Mobile Banking App.

## 16. Non-Personal Customers

- 16.1 Where you use Electronic Banking Services for non-personal purposes, then without prejudice to any other provisions of these Terms and Conditions, you must ensure that your Password(s) and PIN(s) are kept secure as you are solely

responsible for any use or misuse of the Password(s) and PIN(s) by any persons authorised to sign on your accounts which are accessible through the Electronic Banking Services.

- 16.2 You should reconcile your financial records with your bank statements at least monthly so that your instructions via the Electronic Banking Services can be monitored.
- 16.3 To the extent allowed by law, the provisions of the Consumer Guarantees Act 1993 will not apply to Non-Personal Customers using the Electronic Banking Services.

## 17. Liability for Non-Personal Customers

- 17.1 The ability to utilise Electronic Banking Services for non-personal purposes exposes your organisation to a higher risk of fraud, either by Authorised Users or by any unauthorised person to whom an account number and Password has been disclosed. You acknowledge that Electronic Banking Services exposes your organisation to these risks and that, except in the case of fraudulent or negligent conduct by an employee or agent of the Bank, the Bank:
- Is not liable for any loss which your organisation suffers as a result of any use (including unauthorised use) of the Electronic Banking Services; and
  - May rely on all instructions received from, and is not required to verify the identity of, any person using a Customer Number and Password issued to your organisation.

## 18. Second Factor Authentication

- 18.1 To utilise the full functionality of Internet Banking and gain access to the Mobile Banking App, you must register for Second Factor Authentication. Some features will not be available if a member chooses not to register.
- 18.2 To register for Second Factor Authentication, you will need to provide an active mobile phone number for your Mobile Device which can receive SMS messages. This can be done by contacting the Bank during Business Hours either in person at any of our Branches or by calling our Contact Centre on 0800 727 2265, or outside New Zealand on +64 3 211 0700.
- 18.3 Once registered for Second Factor Authentication you are not able to switch it off, nor change the criteria which triggers the process.

18.4 Second Factor Authentication is triggered when certain account activity requires separate validation of an instruction being provided to the Bank.

- 18.5 To authenticate an instruction given to the Bank which triggers Second Factor Authentication:
- The Member's registered mobile phone number will be sent an SMS Code.
  - The Member enters the SMS Code provided within the applicable Electronic Banking Service.

18.6 If you are unable to successfully complete the Second Factor Authentication process you will need to contact the Bank during Business Hours for assistance either in person at any of our Branches or by calling our Contact Centre on 0800 727 2265, or outside New Zealand on +64 3 211 0700.

18.7 The Bank does not guarantee that SMS Codes will be received by you.

18.8 The Bank does not guarantee that the Second Factor Authentication service will be available at all times.

18.9 You accept that SMS Codes are not encrypted and contain confidential information. The Bank takes no responsibility for any SMS Codes that are read/ accessed by an unauthorised third party on your mobile phone.

18.10 The Bank takes no responsibility for ensuring that the mobile phone number you provide is correct and shall not be liable for any failure of Second Factor Authentication, and associated instructions which have triggered it, resulting from a mobile phone number which you have provided which is neither current nor correct at the time the Second Factor Authentication is triggered.

18.11 You are responsible for any fees charged by your mobile service provider.

18.12 You must notify us of any changes to your registered mobile phone number and we will change where your SMS Codes are sent to.

18.13 To the extent permitted by law, the Bank will not be responsible for any direct or indirect costs, losses, damages, or other liability resulting from any failure or delay in receiving SMS Codes.

## 19. SMS Alert notifications

- 19.1 When you register for Internet Banking and confirm your mobile number:
- You may opt to receive SMS Alerts; and

b. You will automatically be opted in for Internet Banking Alerts.

19.2 SMS Alerts are only available for specific transactional and savings accounts which the Bank makes available for the service.

19.3 You can opt in or out of receiving SMS Alerts (excluding Internet Banking Alerts) within Internet Banking or alternatively during Business Hours either in person at any of our Branches or by calling our Contact Centre on 0800 727 2265, or outside New Zealand on +64 3 211 0700.

19.4 The Bank will not charge a fee for sending Internet Banking Alerts. Fees may be charged for Account Alerts (please refer to our 'Account Charges' document for further information).

19.5 Standard mobile carrier fees may also apply for the sending and/or receiving of SMS Alerts.

19.6 The Bank does not guarantee that SMS Alerts will be received by you.

19.7 The Bank does not guarantee that the SMS Alerts service will be available at all times.

19.8 Information sent by SMS Alert will be correct as at the time it is sent by the Bank.

19.9 You accept that SMS Alerts are not encrypted and may contain confidential information. The Bank takes no responsibility for any SMS Alerts that are read/ accessed by an unauthorised third party on your mobile phone.

19.10 The Bank takes no responsibility for ensuring that the mobile phone number you provide is correct and shall not be liable for the disclosure of your personal or confidential information to a mobile phone number which you have provided which is neither current nor correct at the time the information is sent.

19.11 Changes to your mobile phone number you advise to us will change where your SMS Alerts are sent to.

19.12 To the extent permitted by law, the Bank will not be responsible for any direct or indirect costs, losses, damages, or other liability resulting from any failure or delay in receiving SMS Alerts or inaccurate information received in alerts.

## 20. Continuity of Service

20.1 We will endeavor to provide access to the Electronic Banking Services on a continuous basis, subject to any necessary downtime that may be required for system maintenance, repairs and updating, or loss of access resulting from matters beyond our control.

- 20.2 We reserve the right to suspend, terminate or otherwise alter access to some or all of the Electronic Banking Services at any time and without notice. Particularly in cases of:
- Periodic maintenance and updates; or
  - Where a threat has been identified to the security of any, or all, of the Electronic Banking Services.
- 20.3 We will not be held liable for any loss which you or your organisation suffers as a result of any loss of continuity for any of the Electronic Banking Services. If the Electronic Banking Services are unavailable, it is your responsibility to use other means to effect transactions and do your banking.
- 20.4 Some of the Electronic Banking Services also rely on the provision of third party services to you including internet access, mobile network data and cellular coverage. By using the Electronic Banking Services, you agree that the Bank will also not be liable for any failure in the Electronic Banking Services caused by failures of third parties either in part or in full.

## 21. Definitions

- **“Account Alerts”** means SMS Alerts that you set up within Internet Banking to notify you of activity occurring on your Nominated Account(s). These alerts can be customised to your requirements.
- **“Account Operating Authority”** means the current account operating authority form completed and signed by the customer for an account with the Bank.
- **“Approved Payee”** means any organisation or individual who has provided their payment details to enable payments to be made to them by the Bank’s customers using the Electronic Banking Services.
- **“Authorised User”** means a user authorised by the account holder(s) including Partner(s), Trust Administrator and Trust Supervisor.
- **“Balance Peek”** means the Mobile Banking App feature that allows you to view the available balance of selected Nominated Accounts without logging into the Mobile Banking App using your PIN.
- **“Bank”, “we”, “us” or “our”** means Southland Building Society trading as SBS Bank, a registered bank with a mutual building society structure.
- **“Bankruptcy or bankrupt”** includes the loss of capacity, insolvency, receivership, liquidation, removal from the register, statutory management or any similar occurrence, and petition for Bankruptcy includes any step taken for or towards these.
- **“Branch”** means one of the Bank’s branches in New Zealand and “Branches” has a corresponding meaning.
- **“Business Day”** means Monday to Friday excluding New Zealand public holidays.
- **“Business Hours”** means the hours of operation of either of the Bank’s Branches or the Bank’s Contact Centre which can be found at sbsbank.co.nz.
- **“Compatible Mobile Operating System”** means the minimum version or newer of a Mobile Device’s operating system specified on an official download screen for the Mobile Banking App.
- **“Customer Number”** means the identification number, alternatively referred to as a “member number”, issued to you by the Bank. This enables us to identify you when you access any of the Electronic Banking Services.
- **“Device”** means any electronic device used to access any of the Bank’s Electronic Banking Services (this includes desktop, laptop, tablet and other handheld computers along with mobile phones).
- **“Electronic Banking Service(s)”** means the electronic banking services provided by the Bank to provide access to Nominated Accounts for customers including Internet Banking and the Mobile Banking App.
- **“External Account”** means an account not held with the Bank or any of its operating brands.
- **“General Terms and Conditions”** means the Bank’s General Terms and Conditions as amended from time to time (located at sbsbank.co.nz/terms-conditions).
- **“Internet Banking”** means the internet banking service provided by the Bank to provide access to Nominated Accounts for customers using a unique Customer Number and Password.
- **“Internet Banking Alerts”** means SMS Alerts which alert you to actions made on your Nominated Account(s) through Internet Banking. These are designed to notify you of:
  - Changes made to your Password or PIN;
  - Maximum Internet Banking login attempts have been exceeded; or
  - Changes to your mobile phone number initiated within the Electronic Banking Services.
- **“Mobile Banking App”** means the Bank’s software application designed to run on Mobile Devices and provide a selection of key Electronic Banking Services.
- **“Mobile Device”** means any portable device using a wireless internet connection to access any of the Bank’s Electronic Banking Services including but not limited to smartphones and tablet computers.
- **“Multi-payments”** means payment instructions provided in Internet Banking consisting of multiple payments together.
- **“Nominated Account”** means the bank account(s) you hold with the Bank that has/have been nominated by you to be accessed via our Electronic Banking Services.
- **“Non-Personal Customer(s)”** means the account is either owned by (in part or in full) or operated by an organisation (including any company, trust, partnership, incorporated or unincorporated group, or entity), or person(s) operating in a professional or business capacity.
- **“Partner”** means a nominated employed person within a professional business, who holds various levels of involvement in the operational decisions of a business entity.
- **“Password”** means a confidential password used to prevent unauthorised access to and use of your accounts, used with your Customer Number to give you access to Internet Banking.
- **“PIN”** means a confidential 5-digit personal identification number to prevent unauthorised access to and use of the Mobile Banking App on your Mobile Device.
- **“Second Factor Authentication”** means the SMS Code verification process used by the Bank to ensure security of the Electronic Banking Services.
- **“Signatory”** means any person who is listed on the Account Operating Authority for your account(s) as being able to complete transactions.
- **“Signing Rule”** means the rule set out within the Account Operating Authority for either an individual or group of accounts, which specifies how many Signatories are required to authorise and transactions or instructions in relation to the applicable account(s).
- **“SMS Alerts”** means an automated notification service which sends text messages from the Bank to a mobile phone number provided by you, including Account Alerts and Internet Banking Alerts.
- **“SMS Code”** is a short code sent by the Bank by text message to the customer’s registered mobile number.
- **“Terms and Conditions”** means these terms and conditions.
- **“Trust Administrator”** means a nominated employee of the entity practicing in trust management, who holds levels of operational authority for processing trust accounting activities.
- **“Trust Supervisor”** means a nominated partner of the professional entity, who holds the Trust Account Supervisor position, and is therefore responsible for all account administration of accounting for that entity.
- **“you” or “your”** means the account holder, including (as may be applicable) any holder of a joint account, any company, firm, partnership, trust, estate, society (whether incorporated or unincorporated), lodge, club or user of Electronic Banking Services.

## CHEQUE TERMS & CONDITIONS

### 1. Your Chequebook and its Use

- 1.1 You may request a chequebook by calling our contact centre, by using telephone banking freephone 0800 862 223 or by contacting one of our Branches.
- 1.2 You should receive your chequebook by mail within 7 working days of your request at the address noted on our records.
- 1.3 Government cheque duty is payable on your cheques and will be deducted from your account when we send a new cheque book to you.
- 1.4 You must keep your chequebook in your possession or in a safe place and separate from any form of identification at all times.
- 1.5 You must notify the Bank immediately by telephoning the contact centre on freephone 0800 727 2265 or your Branch if you know or suspect your chequebook or any cheque form has been lost or stolen.
- 1.6 You may also need to advise the Police and you may be asked to complete a written report of the loss or theft.
- 1.7 Never presign blank cheque forms or give blank cheque forms, unsigned cheque forms or the reorder form from your chequebook to anyone else.

### 2. Issuing Cheques

- 2.1 When you are writing a cheque ensure that there are no blank spaces before or after words and figures to help prevent someone else fraudulently changing your cheque.
- 2.2 Do not write your cheque in pencil.
- 2.3 If you need to alter your cheque make sure you and anyone else who must cosign the cheque, initial the alteration. If you wish to increase the amount payable on a cheque your full signature and that of any cosignatory must be placed next to the alteration.
- 2.4 To help protect against fraud draw two parallel lines across your cheque and write the words "Not Transferable" between the lines. You should also cross out the words "or bearer". This means that your cheque can only be deposited into the account of the party you made the cheque payable to. "Not Transferable" cheques cannot be cashed.

### 3. Stopping Cheques

- 3.1 The Bank will make all reasonable efforts to stop payment on a cheque issued on your account, if you provide the Bank with a written request to do so.
- 3.2 The Bank will not be liable however if payment is made before your request to stop payment is actioned.
- 3.3 Charges may apply to the stopping of a cheque.

### 4. Post Dated or Out of Date (Stale) Cheques

- 4.1 You may not write postdated cheques and the Bank will not be liable if payment is made on a cheque presented before its date.
- 4.2 Cheques presented before the date of the cheque may be dishonoured.
- 4.3 Cheques presented more than six months after the date of the cheque are considered stale and cannot be cashed or deposited.

### 5. Dishonoured Cheques

- 5.1 5.1 The Bank may refuse to pay out on a cheque at its sole discretion, including if:
  - a. the cheque has not been correctly completed;
  - b. the cheque has not been signed in terms of the Account Mandate;
  - c. the cheque is dated more than six months before it is presented;
  - d. the Bank has received notice in writing of your death, dissolution, Bankruptcy or mental incapacity;
  - e. the Bank believes there is (or will be) not enough money in your account; or
  - f. the Bank is required by law to do so.
- 5.2 Charges may apply to the dishonouring of a cheque.
- 5.3 The Bank may choose to honour a cheque even if it puts your account into unauthorised overdraft.

### 6. Clearing Cheques

- 6.1 It usually takes up to five business days to clear a cheque, but it can sometimes take longer.
- 6.2 A cheque has to be cleared before you can have access to the proceeds of a cheque. A cheque will be cleared when the payer's bank has credited the amount of the cheque to your account.

### 7. Fees/Charges

- 7.1 You agree to pay all fees and other charges relating to the use of the Bank's cheques including Government cheque duty.
- 7.2 The Bank may deduct such fees and other charges from your account(s) in accordance with the "Deductions" section of the Bank's General Terms and Conditions, contained within the Account Mandate.
- 7.3 Fees and charges are subject to change.

### 8. Interest

- 8.1 You agree to pay all interest on overdrawn accounts at the rate applicable from time to time.

### 9. Cancellation of Your Cheque Facility

- 9.1 Your Cheque Facility may be withdrawn and all unused cheques recalled, if the Bank believes there is (or will be) not enough money to cover the cheques you have issued.
- 9.2 If your Cheque Facility is withdrawn, you must return all your unused cheques and any "Card" relating to that account immediately.

### 10. Changes to these Terms and Conditions

- 10.1 The Bank has the right to vary these Terms and Conditions at any time.
- 10.2 You will be given at least 14 days' notice of any variation either by post to your last known address, telephone call, email or notice on our website and/or via an electronic banking channel used by you, in your Branch or local newspaper.

### 11. Personal Information

- 11.1 You authorise us to give information about you and any of your account(s) to others in order to execute your instructions to us via cheques. However, you may instruct us not to share your information by giving us written instructions to that effect.

### 12. Definitions

- **"Account Mandate"** means the form completed by you setting out how your cheque account will be operated.
- **"Bank", "we" or "us"** means Southland Building Society trading as SBS Bank and HBS Bank – a

registered bank with a mutual building society structure.

- **"Bankruptcy"** includes the loss of capacity, insolvency, receivership, liquidation, removal from the register, winding up, statutory management or any similar occurrence, and petition for bankruptcy includes any step taken for or towards these.
- **"Branch"** means one of the Bank's branches in New Zealand and "Branches" has a corresponding meaning.
- **"Cheque Facility"** means your cheque account with the Bank.
- **"General Terms and Conditions"** means the Bank's general terms and conditions.
- **"Terms and Conditions"** means these terms and conditions.
- **"you" or "your"** means the account holder, including (as may be applicable) any holder of a joint account, any company, firm, partnership, trust, estate, society (whether incorporated

## TELEPHONE BANKING TERMS & CONDITIONS

### 13. User Directions

- 13.1 Whenever you use Telephone Banking you must follow the directions given by the Telephone Banking system.

### 14. Touch-Tone Telephone

- 14.1 To access Telephone Banking you must have access to a touch-tone telephone.
- 14.2 All charges relating to that telephone including tolls are your responsibility.

### 15. Your PIN

- 15.1 You will be asked to select your own PIN for accessing your account(s) via Telephone Banking.
- 15.2 Your PIN may be altered at any time by following the procedure set out in the "Guide to Telephone Banking".
- 15.3 You should take care when selecting your PIN. Please refer to the General Terms and Conditions for further information.
- 15.4 To the extent permitted by law, the Bank will not be liable for any claim or loss that results directly or indirectly from an unauthorised use of your PIN.



15.5 You must notify the Bank immediately if you know or suspect that someone else knows your PIN or if you discover an unauthorised use of your PIN has occurred. Within New Zealand you should telephone the Bank on freephone 0800 727 2265. Outside New Zealand you should telephone 64 3 211 0700.

## 16. Accessing Your Accounts

- 16.1 You can only use Telephone Banking to access those accounts you have nominated.
- 16.2 The procedure for nominating, changing and cancelling the accounts you wish to access is set out in the "Guide to Telephone Banking".
- 16.3 The Bank may restrict which of your accounts you can nominate for access.

## 17. Fees/Charges

- 17.1 You agree to pay all fees and other charges relating to Telephone Banking in addition to any applicable account and transaction fees. A list of the Banks current fees is available at any Branch and at sbsbank.co.nz
- 17.2 The Bank may deduct such fees and other charges from your account(s) in accordance with the "Fees, Costs and Deductions" section of the Bank's General Terms and Conditions.
- 17.3 Fees and charges are subject to change.

## 18. Transactions

- 18.1 All instructions given by you will be acknowledged and acted on by the Bank.
- 18.2 You cannot cancel an instruction once the Bank has acknowledged it unless the Bank agrees otherwise.
- 18.3 The Bank may set minimum and maximum limits for transactions carried out via Telephone Banking.
- 18.4 Transfers of funds from or to your account(s) will be debited or credited as per your instructions as at the time your instructions are given.
- 18.5 Transactional information about your accounts such as the last ten transactions and account balances will reflect all transactions processed at the time the information is given.
- 18.6 It is your responsibility to ensure that there are enough funds in your account(s) to meet any transfers or bill payments you require. Instructions will not be actioned if there are insufficient funds available.
- 18.7 You will not be able to draw on any cheques and/ or deposits until they are cleared.

## 19. Telephone Payments

- 19.1 The Bank has made arrangements with a number of major businesses, local bodies and utilities (phone and power companies) to receive telephone payments via Telephone Banking.
- 19.2 Payment/s authorised after 8:30pm on business days to External Accounts, will be debited from your account on the day of authorisation but may not be processed by the receiving bank until the next business day. Payments authorised on weekends will not be processed until the next business day.
- 19.3 You can set up telephone payment facilities with any other person or organisation that does not already have an arrangement with the Bank provided that that person or organisation agrees to accept payment via Telephone Banking.
- 19.4 The Bank will not have any responsibility or liability for the accuracy of any information given by you or anyone acting on your behalf relating to telephone payments.

## 20. The Bank's Liability

- 20.1 To the extent permitted by law, the Bank will not be liable to you or any other person for any claim or loss that arises directly or indirectly from your use or the unavailability, delay or malfunction of Telephone Banking.
- 20.2 Although Telephone Banking will normally be available 24 hours a day, maintenance of the system will be required from time to time with the result that the service may not be available from time to time.

## 21. Cancellation

- 21.1 You can cancel or suspend your access to Telephone Banking by calling the Bank or by contacting one of our Branches.
- 21.2 The Bank can cancel or suspend your access to Telephone Banking at any time without notice if you do not follow these terms and conditions.
- 21.3 If your access is cancelled or suspended, you will still be liable for all transactions made up to that time.

## 22. Changes to Telephone Banking and these Terms and Conditions

- 22.1 We may change these Terms and Conditions from time to time or vary the Telephone Banking service provided to you .
- 22.2 We will notify you by notice in our newsletter or

statement or by an individual notice at least 30 days before the effective date of change if it will:

- Impose or increase charges for the use of Telephone Banking or for issuing additional or replacement PINs;
  - Increase your liability for losses; or
  - Impose, remove or adjust daily or other periodic transaction limits applying to the use of Telephone Banking.
- 22.3 If the change reduces your obligations to the Bank we will notify you when we next correspond with you, either by a notice in our newsletter or in your statement of account.
- 22.4 We will notify other changes which affect you no later than the day the change takes effect by advertisement in national or local media, notice in our newsletter or your statement of account, or individual notice sent to you.
- 22.5 We are not obliged to give you advance notice if an immediate change to these Terms and Conditions is deemed necessary for the security of Telephone Banking or individual accounts.
- 22.6 You authorise us to give information about you and any of your account(s) to others in order to execute your instructions to us via Telephone Banking or where we reasonably think it necessary for the provision of that service. However, you may instruct us not to share your information by giving us written instructions to that effect.

## 23. Restrictions and Termination of Access to Telephone Banking

- 23.1 We reserve the right to restrict your access to Telephone Banking.
- 23.2 You may cancel your access to Telephone Banking at any time by giving us written notice or contacting us during Business Hours. You will remain responsible for any transactions made on your accounts via Telephone Banking up until the time of cancellation.
- 23.3 We may suspend or withdraw your access to Telephone Banking at any time without prior notice if:
- You have breached these Terms and Conditions or have acted fraudulently;
  - 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 to you;
  - There are insufficient funds to cover payments or payment instructions given;

- We consider that we have other reasonable grounds to do so (in which case all reasonable efforts will be made to advise you of the circumstances of withdrawal or suspension);
- We are complying with a Court order;
- We are notified by any party of a dispute over either the ownership of funds or the operating account; or
- We are protecting one of all of the parties to the account, us or a third party who has reasonably claimed an interest in the account.

## 24. Definitions

- "Account Operating Authority"** means the form completed by you setting out how your cheque account will be operated.
- "Bank"**, "we" or "us" means Southland Building Society trading as SBS Bank and HBS Bank – a registered bank with a mutual building society structure.
- "Bankruptcy"** or **"Bankrupt"** includes the loss of capacity, insolvency, receivership, liquidation, removal from the register, statutory management or any similar occurrence, and petition for bankruptcy includes any step taken for or towards these.
- "Branch"** means one of the Bank's branches in New Zealand and "Branches" has a corresponding meaning.
- "Business Hours"** means the hours of operation of the Bank's freephone number 0800 727 2265 is 8:30am – 5:30pm local standard time.
- "Customer Number"** means the identification number issued to you by the Bank. This enables us to identify you when you access Telephone Banking.
- "External account"** means an account not held with the Bank or any of its operating brands.
- "General Terms and Conditions"** means the Bank's general terms and conditions.
- "Nominated Account"** means the bank account(s) you hold with the Bank that have been nominated by you to be accessed via Telephone Banking.
- "PIN"** means a confidential 4 digit personal identification number to prevent unauthorised access to and use of your accounts, used with your Customer Number it gives you access to Telephone Banking.
- "Telephone Banking"** means the telephone banking service provided by the Bank to provide

access to Nominated Accounts for customers using a unique Customer Number and PIN.

- **“Terms and Conditions”** means these terms and conditions.
- **“you”** or **“your”** means the account holder, including (as may be applicable) any holder of a joint account, any company, firm, partnership, trust, estate, society (whether incorporated or unincorporated), lodge, club or user of Internet Banking.





## IT'S QUICK & EASY TO JOIN

Pop into a branch to talk face to face with a team member, or give us a call.

---

### Talk with us now

We can help with most things over the phone.



**ONLINE**  
[sbsbank.co.nz](https://www.sbsbank.co.nz)



**TALK TO US**  
0800 727 2265  
0800 SBS BANK