

Accesscard Conditions of Use

Effective 11 January 2021

1. Introduction

- 1.1 These Accesscard Conditions of Use ("conditions of use") form the legal agreement between you and Credit Union Baywide. You should read these conditions of use carefully as they place certain requirements and liabilities on you.
- 1.2 As soon as you have signed or use your Accesscard, you are deemed to have agreed to the conditions of use as outlined in this document.

2. Other Account Terms and Conditions

- 2.1 These conditions of use are in addition to and are to be read in conjunction with:
 - (a) Our General Terms and Conditions; and
 - (b) The specific Terms and Conditions applicable to an account or product.
- 2.2 If there is any inconsistency between these conditions of use and any other terms and conditions applying to an account or service of ours, these conditions of use shall take precedence.

3. Your Accesscard

- 3.1 As a holder of the Accesscard, you will be able to make cash withdrawals and carry out transactions at EFTPOS terminals and ATM machines anywhere in New Zealand.
- 3.2 These conditions of use explain how, when, where and for what your Accesscard can be used. You must keep the Accesscard in your possession for sole use. We own the Accesscard and can retain, amend or cancel it at any time. Please note however, you have the responsibility of safeguarding your Accesscard.

4. PIN

- 4.1 It is necessary for you to select a personal identification number (PIN) before you can use your Accesscard. The PIN selected is your "electronic signature" and must remain confidential to you alone. We must be satisfied about your identity before allowing the Accesscard to be issued and a PIN selected.
- 4.2 Do not use the following when selecting your PIN:
 - Birth dates, months or years
 - Sequential numbers (e.g. 1234)
 - Number combinations that may be easily guessed (e.g. 1111) or parts of your telephone number
 - Parts of numbers in the order in which they are printed on your Accesscard
 - Other easily accessible personal data (e.g. driver's licence number or other numbers easily connected with you).

5. General use of the Accesscard

- 5.1 By using your Accesscard and PIN, you authorise us to debit or credit your account(s). In these situations, these conditions of use and the General Terms and Conditions will apply.
- 5.2 Each Accesscard transaction carried out on your nominated account is subject to the authorities, conditions and charges applying at that time. Please note that in the event of a mechanical fault, other service breakdown or errors, you may not be able to access your funds through an ATM or EFTPOS terminal. In such circumstances, we accept no liability should you be unable to withdraw funds or carry out other transactions.

6. Accesscard Transactions

- 6.1 The Accesscard may be used at any ATM or EFTPOS terminals in New Zealand. You may make cash withdrawals, up to the daily limit, subject to the current available balance in your account.
- 6.2 Any dispute you may have either in respect of acceptance of the Accesscard, or in relation to the goods or services purchased, shall be resolved between you and the merchant. We will not be able to help you settle such disputes. Such disputes will not relieve you of liability for payment of any amount due to us.
- 7. Accesscard - ATM and EFTPOS daily limits**
- 7.1 Cash withdrawals from ATMs and purchase of goods and services using EFTPOS are subject to daily limits set by us. These limits are subject to change from time to time. Please contact us for further information.
- 8. Withdrawal limits**
- 8.1 You agree that you will not use your Accesscard to overdraw the balance in any of your linked accounts; or exceed the unused portion of your credit limit under any prearranged credit facility. These limits are set for security reasons. Please contact us for further information.
- 8.2 We may, at our discretion, give you fourteen (14) days' notice, in writing, to your last known address limiting the maximum amount you may withdraw from any or all of your accounts during any specified period.
- 9. Fees**
- 9.1 For full details about the fees and charges associated with the use of your Accesscard, please refer to the Rates and Fees schedule available on our website or contact your local branch for a copy. All rates and fees are subject to change without notice.
- 10. Liability for lost/stolen Accesscards/PINs:**
- 10.1 You acknowledge and agree that you are liable to us for all Accesscard transactions made by you or any person using the Accesscard in conjunction with the PIN. It is therefore important that you protect your Accesscard and PIN, and do not do any of the following:
- Select unsuitable PINs
 - Fail to take all reasonable steps to safeguard your Accesscard and/or PIN
 - Keep written records of your PIN
 - Part with your Accesscard and/or disclose your PIN to any other person
 - Unreasonably delay notification to us of the loss or theft of your Accesscard or of the actual or possible disclosure to any other person of your PIN.
- 10.2 If any of these apply, your maximum Liability will be the lesser of:
- The actual loss at the time of notification; or
 - The maximum amount that you would have been entitled to withdraw from your account between the time your Accesscard was lost/stolen and the time you notified us.
- 11. Limitation of liability:**
- 11.1 If you have acted in a way that we believe is fraudulent or negligent, you will be responsible for all losses and costs incurred.
- 11.2 If you have contributed to the unauthorised use of your card, you will be liable for the lower of:
- The loss existing when you told us
 - The maximum amount you could access using your card before you notified us
- 11.3 Provided that you have, at all times, acted in accordance with these conditions of use and you have not acted fraudulently or negligently or contributed to or caused losses by unauthorised use, you will be liable to pay no more than \$50 of any loss arising from unauthorised use that occurs before you notify us.

11.4 If you have promptly reported the loss or theft of your Accesscard or the possible disclosure of your PIN and provided that you have, at all times, acted in accordance with these conditions of use, you will not be liable for loss occurring after notification, unless you have acted fraudulently or negligently.

12. Notification of Loss

12.1 When your Accesscard is lost, stolen or mislaid or you believe that another person has used the Accesscard or gained knowledge of your PIN then you must:

- Immediately notify us of the loss and give all relevant information; or
- If the loss of the Accesscard occurs outside normal hours, immediately call 0800 800 147 or when overseas call +64 9 366 1028 (collect). Upon notification of loss of the Accesscard or disclosure of the PIN, we may pass on all relevant information to the Police.

13. Replacement cards

13.1 We will replace any lost, stolen or damaged Accesscard at your request. A fee may be charged for the replacement card. Such replacement card will be subject to these conditions of use as if it were the original card.

14. Disputed transactions

14.1 If you believe there has been a transaction error on our part, or funds have been lost, you should contact us immediately and provide the following information:

- Your name
- The Accesscard number
- Your account number
- The date and time of the transaction
- The amount of the loss or disputed transaction and any other information as may be reasonably required.

14.2 We will acknowledge your dispute within 10 working days and report back to you on investigation of the complaint within thirty (30) days. If the investigation is not completed within this time, you will be advised of the delay and the reasons for it.

14.3 If it is established a transaction error which was our fault did occur, we will promptly correct the error and adjust any fees or charges that may have occurred as a result. Any merchant errors must be resolved between you and the merchant and we will not be able to help you settle these disputes.

15. Termination of agreement

15.1 This agreement may be terminated by the return of your Accesscard to us. It may also be terminated by us cancelling or retaining the Accesscard or refusing to replace the card.

16. Amendment to Conditions of Use

16.1 These conditions of use may be altered at any time by us. When informing you of a variation to these Conditions of use, we will:

- Give at least fourteen (14) days' notice of such variation; and
- communicate such changes, either by direct communication or display in all branches and by notice in the media (including social media).

16.2 Should we increase your liability for losses relating to Accesscard transactions you will be advised of the variation by way of fourteen (14) days' notice.

17. Protecting your Accesscard and PIN

17.1 You must do everything you can to protect your cards including, taking the following steps:

- Do not write down your PIN anywhere
- Do not disclose your PIN or give your Accesscard to anyone to use (including the Police, our staff, your family or friends)
- Ensure no one can see you enter your PIN at ATMs or when using EFTPOS
- Report the disclosure or possible disclosure of your PIN to us as soon as you are aware or suspect that your PIN has been disclosed
- Consider using a different PIN for different cards or equipment.

17.2 Consider these measures to protect your card:

- Sign your card as soon as you receive it
- Do not leave your card(s) unattended or anywhere someone could remove your card without it being noticed (particularly in nightclubs, hotels or restaurants)
- Remember to take your card back after using it.
- Inform us if you change your address, so replacement card(s) can be sent to the correct address
- Report the loss or theft of your card(s) as soon as you are aware of it.

Note: We ensure that ATM or EFTPOS facilities at our premises offer maximum PIN security.

18. Privacy

18.1 Your transactions and other personal information are held within a secure user information system by us. Usage information (which is not intended to identify individuals) is recorded by us for site management, statistical and security purposes.

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

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

18.4 Your personal information is handled in accordance with our Privacy Statement. You can view our Privacy Statement online at nzcubaywide.co.nz.

19. Definitions

19.1 In this document, unless specifically stated otherwise, the following definitions apply to these conditions of use:

account means a Credit Union account you have with us which is accessible by Accesscard.

account owner means a person who has an account in their own name or, if in joint names, in respect of which we may act on the instructions of any one or more of them.

banking business day means any day that we are open for business (but excludes public holidays).

PIN means the confidential 4 digit personal identification number created by the account owner for operation of the Accesscard.

we, our, us means Credit Union Baywide, trading as NZCU Baywide, NZCU South, NZCU Central and ACU and includes our directors, officers, employees, agents, and representatives. References to our or us have similar meaning.

you or your means an account owner who has accepted these terms and conditions and your has a corresponding meaning. Where there is more than one account owner, you means all of them jointly and each of them severally.