

## 1. Introduction

- 1.1. These terms and conditions form the legal agreement between you and *Credit Union Baywide trading as ACU (Aotearoa Credit Union)* in relation to your use of the AccessMobile banking service. You should read all of these terms and conditions carefully as they place certain requirements and liabilities on you.
- 1.2. By registering for this service you acknowledge that you understand and accept these terms and conditions.
- 1.3. Certain terms used in these terms and conditions have the meaning given to them in section 14 below.

## 2. Other Terms and Conditions

- 2.1. The following terms and conditions shall apply to the service and be deemed to form part of and to be incorporated in these terms and conditions as if they were set out here in full:
  - (a) our Internet Banking Terms and Conditions of Use;
  - (b) our standard terms and conditions for operating a Credit Union account;  
and
  - (c) any other specific terms and conditions applicable to your account as notified to you by us from time to time,  
(together, the "additional terms and conditions").
- 2.2. For the avoidance of doubt, a references to a "service" in any of the additional terms and conditions shall, for the purposes of these terms and conditions, be deemed to include the AccessMobile service.
- 2.3. If there is any inconsistency between these terms and conditions and any other terms and conditions applying to an account or the service, so far as they relate to the AccessMobile service, these terms and conditions will take precedence, followed by the Internet Banking Terms and Conditions of Use.

### 3. Eligibility for Use

3.1. To access AccessMobile, you must:

- (a) where required, be a registered internet banking user with us;
- (b) have a compatible mobile, tablet or other device;
- (c) download the relevant app onto your device and accept any associated terms and conditions; and
- (d) be 18 years or older.
- (e) Only a New Zealand mobile phone number may be registered to use AccessMobile.

4. Once you have successfully downloaded the AccessMobile app and followed any relevant installation prompts, you may immediately use the service. Any such use will be subject to these terms and conditions and the additional terms and conditions.

#### **Nominated Accounts**

4.1. The service is only available for use in relation to those accounts for which you have a member number and which may be operated by:

- (a) you as the sole signatory on your account; or
- (b) you alone where the account has more than one signatory.

### 5. Security

5.1. You can access the service using your existing internet banking username and password. You may also choose a four digit PIN for use solely in relation to the service. The provisions of our Internet Banking Terms and Conditions of Use relating to passwords, security, and instructions also apply to your PIN and access to your account using the service and your PIN.

5.2. You acknowledge and agree that your device is not part of our system and cannot be controlled by us. We therefore accept no responsibility for the security of your device or your online information except as otherwise specified in these terms and conditions. In order to maintain the security of your device and your personal information, you agree:

- (a) to establish and maintain appropriate anti-virus and other security software on your device to protect it from theft and unauthorised access by any person;
- (b) to adhere to manufacturers software and support to ensure your device is covered by the latest software and security updates available from the manufacturer;
- (c) if you are connected to the service via a Wi-Fi network, to only use a trusted network; and
- (d) to not leave your device unattended and logged on to the service.

**Please note:** There is no legitimate reason for you to disclose any of your security details to anyone, including credit union staff, police, etc. If anyone from *Credit Union Baywide* or claiming to be from *Credit Union Baywide* asks for this information, you should refuse to disclose your security details and immediately let us know.

## 6. Liability

6.1 You are not liable for any losses:

- (a) where you [or persons acting at your direction or on your behalf ] did not cause or contribute to those losses;
- (b) that our employees or agents caused by their negligent or fraudulent conduct.

6.2 You may be liable for some or all loss arising from any security breach, (including loss arising from unauthorised transactions), whether occurring before or after notification, if you have caused or contributed to that loss (e.g. by failing to comply with any of these terms and conditions, particularly in relation to security).

## 7. Variations

7.1. These terms and conditions continue to apply until you are given notice of any changes. Any such notice will be given to you a reasonable period before they become effective.

- 7.2. We reserve the right to change the user requirements, application and operating system specifications, format or content of the service at any time without prior notice to you.

## **8. Fees**

- 8.1. The current fees applicable to this service are as set out on our website. Our fees are subject to change by us from time to time upon notice to you.
- 8.2. Any fees or other charges which apply to your account(s) will continue to apply to any transactions made using this service.
- 8.3. You authorise us to debit your account for the amount of any such fees or charges and any taxes or charges applicable under current legislation and payable on transactions made using the service.
- 8.4. You may incur charges from your mobile operator in connection with this service, including downloading and using this service on a mobile network.

## **9. Service Availability and Termination**

- 9.1 Subject to clause 9.2, we will endeavour to provide you with uninterrupted access to the service subject to any loss of access resulting from matters beyond our reasonable control including (without limitation) a failure of any system or third party provider, including a software provider, which the functioning of this service is reliant upon.
- 9.2 We may suspend the operation of the service at any time:
  - (a) to carry out system maintenance and repairs and to update our systems or the service; or
  - (b) if we consider that a threat of any kind is posed to our systems, the service or any part thereof.
- 9.3 From time to time we may enhance or add functionality to the service.
- 9.4 You must ensure that you are comfortable with value transactions being carried out using the service. If any new or existing functionality causes you concern, please contact us immediately so that we can discuss other alternatives that may suit your needs.

- 9.5 We reserve the right to cancel or suspend your access to the service (in whole or in part) at any time on notice, or without notice in the following situations:
- (a) you breach any of these terms and conditions; or
  - (b) you are no longer registered to use our internet banking services or we or you cancel any or all of your accounts with us; or
  - (c) you have acted fraudulently; or
  - (d) we are no longer able to provide the service due to an event beyond our reasonable control or the termination of any agreement, licence or the supply of any third party service or product (for any reason) upon which our ability to provide the service to you is dependent.
- 9.6 We do not accept any responsibility for any loss you may suffer as a result of your access to the service being suspended or cancelled.
- 9.7 You may cancel your use of the service at any time by giving notice to us. You will remain responsible for any transactions made on your account until your access to the service has been cancelled. The notice must be received by us for the service to be cancelled.

## **10. Personal Information**

- 10.1 Your transactions and other personal information are held within a secure user environment by us. Usage information (which is not intended to identify individuals) is recorded by us for site management, statistical and security purposes.
- 10.2 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. Your personal information may also be disclosed by us to the New Zealand Association of Credit Unions for the purposes of reporting on the performance of the service and in connection with other statistical purposes.

## **11. You have the right to access and correct personal information held by us about you. Our Liability**

11.1 Subject to complying with our duty to exercise reasonable care and skill and other obligations under the Consumer Guarantees Act 1993, but otherwise irrespective of anything else stated in these terms and conditions, we are not liable to you and accept no responsibility for any loss, damage, cost or expense whether direct or indirect, consequential or economic (including loss of use, data or profits) which arises in connection with any one or more of the following:

- (a) your use of the service; or
- (b) any unauthorised use of your password or PIN; or
- (c) any system or telecommunications link failure; or
- (d) any fault, error or defect in design or engineering of the service or any delay, fault, failure in or loss of access to the service; or
- (e) any delay or non-performance by us resulting from matters beyond our reasonable control.

11.2 Without limiting the foregoing, we do not guarantee or warrant that the service will be free from, nor will we be responsible for, any malware, viruses, spyware, or other harmful or manipulating programs which infiltrate your device, whether transmitted via the service or otherwise.

## 12. Intellectual Property

12.1 We own or have obtained valid licences or rights to use any intellectual property used in connection with, or which is required in order for us to provide you with, the service. Nothing in these terms and conditions has the effect of granting you any right, title or interest in such intellectual property and you must not do anything that is inconsistent with the ownership of the intellectual property rights by us or our licensors.

## 13. Governing Law

13.1 These terms and conditions are governed by New Zealand law and the New Zealand Courts shall have jurisdiction to hear and determine disputes in respect of these terms and conditions.

## 14. Definitions

14.1 In these terms and conditions, unless specifically stated otherwise, the following definitions apply:

**account** means a Credit Union account you have with us which is accessible by internet banking.

**additional terms and conditions** means the terms and conditions set out in clause 2.1 above.

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

**device** means a mobile phone, tablet or other compatible device that can be used to access AccessMobile.

**member number** means [the member number ascribed to your account(s) and notified to you by us.]

**password** means the 6 to 8 character alphanumeric password that you use in relation to your accounts with us.

**PIN** means a 4 digit numeric personal identification number for use in relation to the service.

**service** or **AccessMobile** means the AccessMobile banking service for use by account holders.

**we**, or **us** means the Credit Union Baywide and includes our directors, officers and employees and our agents and representatives and references to **our** has a corresponding meaning.

**you** or **your** means the holder of an account who has authority to use the service in relation to such account and who has accepted these terms and conditions.