

## 1 Introduction

- 1.1 These terms and conditions form the legal agreement between you and your Credit Union. You should read 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.

## 2 Other Account Terms and Conditions

- 2.1 These terms and conditions are in addition to and are to be read in conjunction with:
- (a) Our general terms and conditions for operating a Credit Union account (which shall apply to the service and be deemed to form part of and to be incorporated in these terms and conditions as if set out here in full); and
  - (b) the specific terms and conditions applicable to an account.
- 2.2 If there is any inconsistency between these terms and conditions and any other terms and conditions applying to an account or the service, these terms and conditions shall take precedence.

## 3 Registration and Access

- 3.1 To use this service you must complete our registration form.
- 3.2 Once registered, you may immediately use the service. Any such use shall be subject to these terms and conditions and as directed by us from time to time.
- 3.3 We will then endeavour to provide you with uninterrupted access to the service subject always to any necessary downtime that may be required for system maintenance, repairs and updating or loss of access resulting from matters beyond our reasonable control.

## 4 Nominated Accounts

- 4.1 The service is only available for those accounts for which you have a Member Number and 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 Password and Security

- 5.1 You agree:
- (a) that you will choose a password that differs materially from any other personal identification number you have for any other account you have with, or service provided by, us;
  - (b) that when using the service you will take reasonable care to ensure that your password is not disclosed to any other person, (for example you will take steps to ensure that when you use the service no one can observe you inputting your password);
  - (c) to notify us immediately if you have reason to believe your password may be known to anyone other than you;
  - (d) to check your account records carefully and promptly advise us of any error or discrepancy or unauthorised transaction;
  - (e) to establish and maintain appropriate anti-virus and other security software on your computer to protect you from theft and unauthorised access by any person you have not authorised to use the service whether employed by you or not.
- 5.2 You agree **not to**:
- (a) permit any other person to use your password;
  - (b) disclose your password to any other person including a member of your family or those in apparent authority, including our staff;
  - (c) select a password that is the same as or substantially similar to another password you use in relation to an account you hold with us
  - (d) select a password that is easily able to be guessed or identified such as a family or street name, birth dates or months, sequential numbers (e.g. AB3456), parts of personal telephone numbers or other easily accessible personal data, or number or letter combinations that may be easily identified (e.g. AA1111)

- (e) keep a record of your password in a form that allows it to be readily identified;
- (f) leave your computer unattended and logged on to the service;

- 5.3 If you believe for any reason that your Internet password could be known to someone else, or if you discover any unauthorised use of your account(s) you must change your password immediately and then phone your Credit Union.

- 5.4 You will be required to provide all available information of any actual or possible password disclosure or unauthorised use of your computer. In addition, you agree to assist your Credit Union to recover unauthorised amounts withdrawn or paid from any of your account(s) or otherwise transferred to or from any account(s).

## 6 Instructions

- 6.1 You accept that the Credit Union may assume the authenticity of any instructions authorised by a password for your account and rely on those instructions without any enquiry as to the authority or identity of the sender of that instruction.
- 6.2 You understand that you are responsible for all instructions authorised by a password for your account regardless of whether that instruction came from you or from another person with or without your knowledge or consent.
- 6.3 In the case of an instruction to make a future-dated payment (such as an automatic payment or a bill payment) you may revoke your instruction by notifying us of this fact, the notification to be received by us prior to our payment cut-off time on the last banking business day before the payment is due to be made. Otherwise you agree that an instruction to make a future-dated payment or transfer continues until the expiry date nominated by you for that instruction.
- 6.4 You must tell us the moment you become aware of any unauthorised transaction on an account or unauthorised use of the service.
- 6.5 You agree that you will not use the service for any purpose other than carrying out lawful banking transactions and enquiries on your account.
- 6.6 We may in our absolute discretion:
- (a) conclusively determine the order or priority of payment by us of any monies pursuant to an instruction, which you may now or hereafter give to us or draw on your account.
  - (b) refuse to make any one or more payments pursuant to an instruction where there are insufficient funds available in your account.

## 7 Bill Payments

- 7.1 Bill payments are processed between normal business hours Monday to Friday and will only be paid if there are sufficient funds in the payment account on the business day the payment is processed. Bill payments that are programmed in advance will only be paid if there are sufficient funds in the payment account on the business day the payment is processed.
- 7.2 Bill payments made after 4.30 p.m. will be processed the next week day the Credit Union is open for business.
- 7.3 While we will endeavour to make the bill payment you request, we accept no responsibility or liability for any refusal or omission to make any or all of those bill payments, or for late payment or omission to follow your instruction. In particular, we accept no responsibility or liability for the accuracy of the information you supply to us when setting up, changing or deleting bill payees or when issuing or processing the payment instructions.

## 8 Liability

- 8.1 You are **not** liable for any losses:
- (a) where you did not cause or contribute to those losses;
  - (b) that our employees or agents caused by their negligent or fraudulent conduct;

- (c) that resulted from unauthorised transactions that occurred before you received your password;
- (d) that resulted from faults that occur in our computers or systems used to provide the service, unless the faults are obvious or advised by message or notice on display.
- (e) If you have promptly reported the actual or possible disclosure of your password, you are not liable for any loss occurring after notification, unless you have acted fraudulently or negligently.
- 8.2 **You are liable** for all losses resulting directly or indirectly from your fraudulent activity, regardless of whether you acted alone or in association with any other person.
- 8.3 **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, and in particular, the conditions relating to passwords).
- 8.4 In respect of paragraph 8.3 above, If you have acted neither fraudulently nor negligently and have not contributed to or caused losses from unauthorised use, your liability for any loss occurring before notifying us is limited to the lesser of:
- \$50;
  - the balance of your account(s), including any pre-arranged credit; or
  - the actual loss at the time you notify us.
- 8.5 In respect of paragraph 8.3 above, if you have acted neither fraudulently nor negligently but have contributed to or caused losses from unauthorised transactions, you may be liable for some or all of the actual losses occurring before you notified us **except for**:
- that portion of the total losses incurred on any one day that exceeds the transaction limit applicable to your account(s); and
  - that portion of the total losses incurred that exceeds the balance of your account(s), including any pre-arranged credit.
- 9. Variations**
- 9.1 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.
- 9.2 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.
- 10. Fees**
- 10.1 Refer to ACU's Fees and Charges brochure.
- 11. Termination**
- 11.1 We reserve the right to cancel or suspend your access to the service at any time on notice, or without notice in the following situations:
- You breach any of these terms and conditions;
  - There are insufficient funds to cover payments or payment instructions given;
  - We learn of your death, bankruptcy or lack of legal capacity, or that you have committed an act of bankruptcy, or that a bankruptcy petition has been presented against you;
  - You have acted fraudulently;
  - You do not use the service for 12 months; or
  - We consider we have reasonable grounds to do so.
- 11.2 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.
- 11.3 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.
- 12. Further information**
- 12.1 A copy of our Product Disclosure Statement and other disclosure statements are available at the Credit Union as is information on our current interest rates, fees and charges, standard account terms and conditions and terms and conditions for specific accounts, and banking services.
- 13. Personal Information**
- 13.1 Your transactions and other personal information are held within a secure user environment at your Credit Union. Usage information (which is not intended to identify individuals) is recorded by us for site management, statistical and security purposes.
- 13.2 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.
- 13.3 You have the right to access and correct personal information held by us about you.
- 13.4 Your personal information is handled in accordance with our Privacy Statement. A copy of our Privacy Statement is available at any branch or on our website.
- 14. Errors or Discrepancies**
- 14.1 You must notify us immediately if you think there is a discrepancy or unauthorised transaction on your account or if you think a mistake has been made. We will acknowledge receipt of your enquiry and advise you of any further information required and the expected time for dealing with your enquiry. If you are unhappy with the way that your enquiry has been handled you should refer that to your Credit Union representative.
- 15. Our Liability**
- 15.1 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 which arises in connection with any one or more of the following:
- your use of the service; or
  - any unauthorised use of your password; or
  - any system or telecommunications link failure; or
  - 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
  - any delay or non-performance by us resulting from matters beyond our reasonable control.
- 16. Electronic Payments**
- 16.1 The operation of Automatic Payments, Transfers and electronic payments in general are governed by the terms and conditions for Personal Bank Accounts. Please contact your Credit Union office to find out more about these.
- 17. Governing Law**
- 17.1 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.
- 18. Definitions**
- 18.1 In this agreement unless specifically stated otherwise, the following definitions apply to these terms and conditions:
- account** means a Credit Union account you have with us which is accessible by internet banking.
- 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 the Credit Union is open for business but excludes public holidays).
- password** means a 6 to 8 character case sensitive alphanumeric password for use in relation to the service.
- service** means the banking service we make available through the internet network to enable you and us to receive and transmit information electronically and undertake transactions on your account.
- we, our, us** or the "Credit Union" means Credit Union Baywide, trading as ACU, and includes our directors, officers and employees and our agents and representatives and 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.