

These terms and conditions govern the use of ASB's Mobile Banking Services including TXT Banking, mTopup, HotLink, Alert Services and downloading applications (together the "Mobile Services"). As an authorised user of any Mobile Service, it is important for you to read these terms and conditions carefully. By registering for and using any Mobile Service you unconditionally accept, and agree to act in accordance with, these terms and conditions as they apply to each Mobile Service.

Please also note that any other written terms and conditions which relate to your ASB accounts will continue to apply. To the extent such other terms and conditions are inconsistent with these terms and conditions, these terms and conditions shall prevail (unless such other terms are expressed to apply instead of these terms).

1. Service Descriptions

ASB's Mobile Services are mobile telecommunication network based banking services and applications accessed using the mobile phone network of a participating mobile telephone network operator ("Mobile Operator") using your mobile phone handset. Alert Services can be received via email. Some Mobile Services require the use of a confidential access code and/or password. Details of the current Mobile Operators are published on ASB's website or may be obtained by calling ASB on 0800 MOB BANK (0800 662 226).

ASB's Mobile Services presently include TXT Banking, mTopup, HotLink and Alert Services as described below.

TXT Banking

TXT Banking allows you to request and receive balances for your own ASB accounts and to transfer funds between your ASB accounts using SMS (Short Message Service or "TXT") messaging. To use the TXT Banking service you must register your SMS capable mobile phone with ASB. You can only access your bank account/s using your registered mobile phone number.

mTopup

The mTopup Service allows you to purchase and make payment for pre-paid Telecom mobile air time by accessing funds in your ASB account. To use the mTopup Service you must register your mobile phone with ASB against a nominated ASB account. You can only access your nominated bank account using your registered mobile phone number. Use of the mTopup service is also subject to Telecom connection terms and conditions.

HotLink

The HotLink Service allows you to purchase and make payment on your Vodafone mobile account or top-up your Vodafone Prepay balance by accessing funds in your ASB account. To use the HotLink service you must register your mobile phone against a nominated ASB account. You can only access your nominated bank account using your registered mobile phone. Use of the HotLink service is also subject to Vodafone connection terms and conditions.

Alert Services

The Alert Service allows you to receive alerts in relation to your ASB accounts on the occurrence of certain events. To use the Alert Service you must register your mobile phone against (a) nominated account(s). Alerts are only available for those accounts you have chosen to include and are eligible for the Alerts service.

2. Eligibility for Use

You can register for any Mobile Service provided that you:

- are resident in New Zealand;
- 15 years of age or older;
- have an eligible mobile phone; and
- have a transaction account with ASB in respect of which you are the account holder and sole signatory; or you are the account holder and are authorised to act alone where there is more than one signatory (i.e. you are the owner of the account, either together or alone with another person, and are authorised to operate that account alone).

3. Inappropriate Use

You will not use or permit the use of the Mobile Services (including applications) in whole or in part for any purpose, whether legal or illegal, other than as specifically intended.

4. Fees and Charges

The current charges applicable to each Mobile Service are set out on our website. ASB may from time to time upon giving you notice,

introduce or change the applicable fees and charges for the use of any Mobile Service. You authorise us to debit the account nominated by you for the amount of our fees and charges and any taxes or charges applicable under current legislation and payable on transactions made using the relevant Mobile Service. If at any time there are insufficient funds in your nominated account to cover applicable fees and charges ASB is authorised to overdraw your nominated account by debiting fees and charges or debit any other account you hold with us.

Your Mobile Operator may charge for Mobile Services accessed through your mobile phone and may provide rebates to ASB for Mobile Services provided using their mobile phone network. You should contact your Mobile Operator for more information on their fees and charges.

5. Security

5.1 General precautions

Some of the Mobile Services require the use of an access code and/or password ("Security Credentials") whether issued by ASB or selected by you. You undertake to take responsibility for, and use your best endeavours to prevent, any unauthorised use of, and access to, the Mobile Services and to protect your personal information and Security Credentials at all times. Your Security Credentials must remain confidential to you alone and you must take all reasonable steps to prevent disclosure of your Security Credentials. For example, you must:

- memorise your Security Credentials;
- not write down or save your Security Credentials anywhere in any form, including electronically, for example, in your mobile phone (you must delete all messages sent during an SMS transaction immediately);
- not leave your mobile device unattended and logged in to an ASB account;
- not disclose your Security Credentials to anyone (including the Police, bank staff or your family);
- take care to ensure no-one can see you enter your Security Credentials; and
- report the disclosure or possible disclosure of your Security Credentials as soon as you are aware or suspect your Security Credentials have been disclosed.

Where you are required to select a password to use a Mobile Service, the password you choose must not be unsuitable. Unsuitable passwords include:

- birth dates, months or years;
- sequential numbers (e.g. 3456);
- number combinations that may be easily guessed (e.g. 1111);
- parts of your telephone number;
- other easily accessible personal data (e.g. drivers licence, locker number or other numbers easily connected with you); and
- family, pet or street names.

In addition, you should consider using a different code to access your mobile phone and other cards, bank services or equipment. We encourage you to change your password on a regular basis.

5.2 Notification obligations

You must notify ASB immediately upon becoming aware:

- that your mobile phone has been lost or stolen; or
- your Security Credentials have become known or may be known by another person and/or
- there has been unauthorised access to your account/s.

You must also take any action which is necessary, or that ASB may reasonably require, to prevent any further use by an unauthorised person of any Mobile Service.

6. mTopup and HotLink transactions

Each use of the mTopup Mobile Service to purchase air time for your pre-paid Telecom mobile phone, or the HotLink Service to purchase airtime for your Vodafone Prepay or make a payment to your Vodafone mobile phone account balance, shall constitute your instruction to and authorisation for ASB to ASB to carry out such transaction on your nominated ASB account. You acknowledge that, upon receipt of such instruction and authorisation, ASB shall have no obligation to further verify the authenticity of the instruction received from you or purporting to have been sent by you via your registered mobile phone and using your password, and that ASB may, without further enquiry, act on any directions contained in an instruction which purports to be genuine.

Each mTopup and HotLink Mobile Service transaction is complete once you have received a text message confirming the transaction is accepted or has been declined. Once completed, the transaction is irreversible and ASB will not alter, adjust or suspend any appropriately authorised transaction. Purchases may be declined if there are insufficient funds in your account or you have reached your daily transaction limit for the mTopup and HotLink Services. The mTopup and HotLink Mobile Services are subject to transaction and daily limits, please refer to our website for the current limits on this service.

7. Alert Services

- Each alert will be sent to you separately. You can amend or cancel alerts in FastNet Classic, by calling 0800 MOB BANK (0800 662 226) or by visiting any ASB branch. If you receive alerts on your mobile phone, you can remove all the alerts you have subscribed to by replying STOP to any alert.
- You can not register the same email address or mobile phone number as someone else for alerts.
- You acknowledge and accept that alerts are being sent to you without being encrypted and may include personal and/or confidential information. You must take care to provide us with the correct email address or mobile phone number. We accept no responsibility or liability for the accuracy of the contact information you supply to us. You are responsible for protecting your email or mobile phone from unauthorised access by third parties.
- Account information sent in an alert will be current as at the time and date that the alert was sent to you by us.
- You must advise us immediately if the email address or mobile phone details you have supplied to us for the purposes of receiving alerts have changed.
- To the extent permitted by law, we will not be responsible for any direct or indirect costs, losses, damages, or other liability resulting from any failure or delay in receiving alerts or inaccurate information received in alerts.

8. Disputed Transactions

If you believe funds have been lost, there is a bank error in any transaction, you believe that the information in any alert is incorrect, or you lose your mobile phone, you should contact ASB immediately by calling 0800 MOB BANK (0800 662 226) and provide the following information:

- name;
- date and time of transaction;
- nominated account number (registered for the mTopup, HotLink, Alert Services and/or TXT Banking service); and
- mobile phone number (registered for the mTopup, HotLink, Alert Services and/or TXT Banking service).

ASB will investigate the complaint and report back to you within thirty days. If the investigation is not completed within this time, you will be advised of the delay and reasons for it.

If it is established a bank error did occur, ASB will promptly correct the error and adjust any fees or charges that may have been charged as a result.

If you are not satisfied with the results of ASB's investigation you may refer your complaint to the Office of the Banking Ombudsman, phone 0800 805 950. ASB will assist by supplying all necessary details of the complaint.

ASB is not responsible for the management of your mobile phone account.

9. Customer liability for loss

9.1 Before receiving Security Credentials

You will not be held liable for any losses occurring via a Mobile Service before you receive your Security Credentials (if required for use of the relevant Mobile Service) or for any loss caused by:

- fraudulent or negligent conduct by employees or agents of ASB;
- a fault occurring in the machines or systems used as part of the Mobile Services, unless such fault is obvious or you have been advised of such fault by a message or notice on display and the loss suffered occurred after such notification;
- any other unauthorised transactions where it is clear that you could not have contributed to the loss.

9.2 Limitations on customer liability

Provided you have acted in accordance with these terms and conditions, not acted fraudulently or negligently and have not in any way contributed to or caused any loss arising from any unauthorised use of your mobile phone and/or Security Credentials, your liability for any loss occurring before notifying ASB, shall be limited to the lesser of the following amounts:

- NZ\$50, or
- the balance of your account/s, including any pre-arranged credit; or
- the actual loss at the time you notified ASB.

Provided you have acted in accordance with these terms and conditions, have not acted fraudulently or negligently and have not in any way contributed to or caused any loss arising from any unauthorised use of your mobile phone and/or Security Credentials, you shall not be held responsible for any unauthorised access to your account(s) which occurs after you have notified ASB.

9.3 Fraud

If you have acted fraudulently, either alone or together with any other person, you will be held liable for all losses suffered.

9.4 Contribution to loss or damage suffered

In the case of an unauthorised transaction in relation to any Mobile Service, if you have acted in breach of these terms and conditions, or might reasonably be considered to have contributed to the loss suffered by you in connection with the relevant Mobile Service, you may be held liable for some or all of the loss suffered before you notified ASB (except for that portion of the total losses incurred that exceeds the balance of your nominated account including any pre-arranged credit).

You will be regarded as having contributed to loss suffered where you have :

- kept a written or electronic record of your Security Credentials in electronic or written form or such other form in which they can be readily identified; or
- unreasonably delayed notifying ASB that you consider your mobile phone is lost or stolen; or
- unreasonably delayed notifying ASB that your account has been accessed without your authorisation or that your Security Credentials have been disclosed or otherwise compromised; or
- selected unsuitable Security Credentials (see Clause 5.1 above).

10. ASB's liability

Whilst we will take all steps reasonably necessary to provide a secure environment, ASB shall not, under any circumstances, be held liable for any loss, damage or liability occasioned by any breach of security including, without limitation, unauthorised access to or use of our technology environment.

Except in instances of wilful default or fraud by ASB, its employees or its appointed agents, ASB shall not be liable to you for any loss, damage, claim, cost, expense, interruption, delay, non-performance or other liability (each a "Loss") arising from:

- any failure or malfunction of equipment used by ASB in providing the relevant Mobile Service;
- any failure or malfunction of your equipment or any other hardware, software, communication link or network used by you or on your behalf;
- the use of a Mobile Service in a manner or for a purpose other than that intended by ASB or its suppliers or in contravention of any law or regulation for the time being in force;

- any inaccuracy in information obtained using a Mobile Service;
- ASB declining, for whatever reason, to act upon your instructions;
- any inaccuracy or error in your instructions;
- any Mobile Service becoming unavailable, for whatever reason (including but not limited to the suspension of any Mobile Service by ASB pursuant to Clause 14 below); or
- any other cause that may be considered as beyond the reasonable control of ASB.

11. Customer acknowledgements and indemnity

You acknowledge that:

- you are responsible for and must take all reasonable care to ensure that information you supply via any Mobile Service is true, complete and accurate. ASB accepts no responsibility or liability for the accuracy of, or failure to transmit, information requested by you as part of any Mobile Service;
- you are aware of and accept the risks specifically associated with any breach of the security environment relating to any Mobile Service (including, without limitation, the risk that third parties may gain access to your personal information which is confidential);
- ASB has no authority to act for or to incur any obligation on behalf of any Mobile Operator;
- ASB is at no time acting as an agent or partner of any Mobile Operator in providing any Mobile Service and no representation is made or given by ASB that any such relationship exists; and
- neither ASB nor its Mobile Services are regulated or authorised in any state or territory other than New Zealand and the Mobile Services are intended to be available only to New Zealand residents. ASB gives no warranty that it is lawful for citizens or residents elsewhere to be clients of, or to use its Mobile Services.

You agree to fully indemnify ASB and its subsidiaries, affiliates, partners, officers, employees and agents in respect of any loss or damage (including reasonable legal expenses) arising out of or in connection with:

- any loss, damage or liability resulting from any breach of security, including without limitation the use or misuse (whether fraudulent or otherwise) of your Security Credentials or confidential information;
- your use of the Mobile Services;
- any person using your Security Credentials through the Mobile Services; and
- any breach of or failure by you to comply with these terms and conditions.

12. ASB warranties and representations

The Mobile Services are subject to the mandatory warranties and conditions of the Consumer Guarantees Act 1993 (the "Act") unless you are a business or are using these Mobile Services for the purposes of a business, in which event pursuant to Section 43 of the Act, you agree that the Act will not apply to these terms and conditions and the use of the Mobile Services.

All other warranties and conditions, whether express, implied or statutory including but not limited to non-infringement, merchantability and fitness for a particular purpose, with respect to the information and the provision of the Mobile Services are excluded to the extent permitted by law.

13. System Availability

ASB shall have the right to suspend the operation of any Mobile Service and any ASB online system at anytime:

- if, in our opinion, some threat is posed to any system or part of any system;
- for the purposes of carrying out periodic maintenance and administration tasks.

If you wish to query the availability of any Mobile Service or ASB's online system due to possible technical fault you can phone our Mobile Banking specialists on 0800 MOB BANK (0800 662 226) during normal trading hours for assistance.

14. Request for suspension or termination of a Mobile Service

You may request that ASB withdraw your access to any Mobile Service by notifying ASB in writing. You will remain responsible for any transactions made on your account/s using any Mobile Service up until the time at which such cancellation becomes effective. We may withdraw access at anytime (without notice), suspend and/or terminate your access to or use of any Mobile Service for any reason, including (but not limited to) where ASB is of the opinion that you have acted in breach of these terms and conditions.

15. Privacy Act 1993

In accordance with the provisions of the Privacy Act 1993 you should note that:

- as part of the registration process for any Mobile Service ASB will be required to collect personal information from you;
- personal information collected as part of your registration for any Mobile Service will be held by ASB at ASB Bank Centre, 135 Albert Street, Auckland for the purpose of enabling you to use the relevant Mobile Service(s);
- by registering for any Mobile Service(s) you also consent to your personal information be disclosed by ASB to its related companies for the purposes of providing you with information on other ASB products and services and market research firms engaged by ASB to carry out customer surveys in respect of ASB products and services; and
- ASB may also be required under certain legislation to disclose your personal information and confidential information relating to the operation of your accounts.

16. Intellectual property

ASB owns or has obtained a valid licence to use all copyrights, trademarks and other intellectual property used in connection with the provision of the Mobile Services. Information provided to you as part of any Mobile Service may only be used for personal use and reference only and may not be reproduced, distributed or transmitted to any person or incorporated into any other document without ASB's prior written consent.

All rights of ownership over or in respect of the Mobile Services and the hardware, software and other equipment used to provide them (other than rights to use the Mobile Services pursuant to these terms and conditions) shall remain solely with ASB and/or the Mobile Operator (as the case may be). You shall not hold yourself out as having any such rights over or in respect of the Mobile Services.

17. Amendments

ASB reserves the right to vary these terms and conditions at any time and will provide you with not less than 14 days prior notice of such changes ("Notice"), either by direct communication with you or by notices on display in branches or statements in the media. Changes will also be noted on the ASB website. Any such amendment shall come into effect on the day specified in the relevant Notices. No amendment made by you to these terms and conditions will be effective unless made in writing and executed by both parties.

18. Governing Law

These terms and conditions and the provision of all Mobile Services shall be governed by and construed in accordance with the laws of New Zealand. ASB and anyone using a Mobile Service submits to the exclusive jurisdiction of the courts of New Zealand.