

23 March 2009

1. FastNet Classic Internet Banking (“FastNet Classic”)

- 1.1 These are the Terms and Conditions between us, ASB Bank Limited, and you. You agree to be bound by these Terms and Conditions by registering for and using FastNet Classic.
- 1.2 These Terms and Conditions are in addition to ASB’s [Personal Banking](#) and/or [Business Banking](#) Terms and Conditions and other product specific [Terms and Conditions](#).
- 1.3 We recommend you also read the [FastNet Classic](#) and [security](#) sections of our website, for more information on how to get the most out of FastNet Classic and how to protect yourself when transacting online.

2. Security

- 2.1 We employ a high level of security monitoring and software, including 128-bit SSL encryption technology. We also strongly recommend that you safeguard your online personal and account information with up to date Internet security software and operating system updates.
- 2.2 When you register with FastNet Classic we will provide you with a FastNet Access Code. In addition, the first time you sign on to FastNet Classic you will need to select a personal FastNet Password that is easy for you to remember but difficult for anyone else to guess. You must not select an unsuitable password. Unsuitable passwords include number and letter combinations that may be easily guessed (e.g. 3456, ABC, 1111, AAA), passwords used by you for other banking or non-banking services, or other easily accessible personal information (e.g. birthdate, family, pet or street names). You must keep your FastNet Password confidential at all times.
- 2.3 We offer an additional layer of protection when making payments through FastNet Classic. This is called Netcode. A Netcode is a unique number that is either:

- > texted to your Netcode registered mobile phone, or
- > generated on a Netcode token that we provide to you.

You enter the Netcode into FastNet Classic to effect payments over your daily Netcode limit. Payments made through FastNet Classic are also subject to a maximum daily limit. These limits are available on our website and may change from time to time.

- 2.4 We may require you to enter a Netcode from time to time to complete other instructions on FastNet Classic. For more information on Netcode please read the [security](#) section of our website.
- 2.5 You must safeguard your Netcode token and FastNet Password at all times. This means you must:
 - > Take all reasonable steps to avoid being observed when entering your FastNet Password;
 - > Not leave your computer unattended when signed on to FastNet Classic;
 - > Not give your FastNet Password or Netcode token to anyone (including the police, bank staff or your family);
 - > Not keep a written or electronic record of your FastNet Password.
- 2.6 If your Netcode device (your Netcode token or Netcode registered mobile phone) has been lost or stolen you must let us know immediately. Similarly if your FastNet Password is known, or you suspect is known, by another person or there has been any unauthorised access or activity on your accounts you must notify us immediately by phoning us on **0800 803 804** or **+64 9 306 3000** from overseas.

3. FastNet Classic access and use

- 3.1 FastNet Classic access is granted on an individual basis, and controlled by your FastNet Access Code and FastNet Password. Through FastNet Classic you will be able to access:
 - > accounts where you are sole signatory, or
 - > joints accounts where you are authorised to operate the account alone, or
 - > business accounts, where you are authorised to operate the account alone.
- 3.2 To the extent permitted by law, the provisions of the Consumer Guarantees Act 1993 will not apply where you use FastNet Classic or any FastNet Classic services for business purposes.
- 3.3 You are responsible for all transaction instructions on your account which have been authorised by use of your FastNet Password (and Netcode where applicable). We will have no obligation to verify any instruction made through FastNet Classic.

4. Your liability

- 4.1 You will be liable for any loss suffered by us (including consequential loss) which results from your fraud or negligence.
- 4.2 You will be liable for any loss suffered by us which results from the unauthorised access to or use of your accounts through FastNet Classic and to which you have contributed by your failure to comply with these Terms and Conditions. This includes if you:
- > select an unsuitable FastNet Password;
 - > fail to reasonably safeguard your FastNet Password or Netcode token; or
 - > unreasonably delay notifying us of the loss or theft of your Netcode device, the actual or suspected disclosure to any other person of your FastNet Password, or that there has been or you suspect there has been unauthorised access or activity on your accounts.

5. Withdrawal of FastNet Classic

- 5.1 You may request that we cancel your FastNet Classic access at any time. To do this you must notify us in writing or by phone. You will remain responsible for any transactions made on your accounts and fees incurred until your access has been cancelled.
- 5.2 We may cancel your FastNet Classic access at any time by giving you at least 14 days notice. We may suspend or cancel your FastNet Classic access immediately:
- > upon your death, bankruptcy or if we become aware that you lack legal capacity;
 - > if you breach these Terms and Conditions;
 - > to comply with a court order or other legal requirement;
 - > if we are notified of a dispute over the funds in, or the operation of, an account; or
 - > if we have reason to believe your FastNet Classic access has been compromised.

6. Accuracy of information

- 6.1 Before you make any transaction in FastNet Classic you should check it to ensure the information you supply is accurate. You are responsible for these transactions, so you need to take care that any information you supply is accurate and that you inform us as soon as you think there has been an error or mistake. We accept no responsibility or liability for the accuracy of the information you supply.

7. Fees

- 7.1 When you use FastNet Classic to make certain transactions you will be charged fees. You authorise us to debit your nominated account with these fees and other applicable charges. We may introduce fees for you to use FastNet Classic from time to time, and fees and other charges may also be changed by us from time to time. Details of our current fees and charges are available on our website.

8. Changes to these Terms and Conditions

- 8.1 We may change these Terms and Conditions at any time. If so, we'll always give you at least 14 days notice and communicate these changes, either by direct communication, display in all our branches or by press advertisements. Changes will also be noted on our website.
- 8.2 We may at any time add to, modify or withdraw any or all of the FastNet Classic services.

9. Limitation of our Liability

- 9.1 To the extent permitted by law, we will not be liable to you for any direct or indirect costs, losses, damages or other liabilities resulting from:
- (i) your use of FastNet Classic; or
 - (ii) any unauthorised use of your FastNet Password or Netcode; or
 - (iii) any delay or loss of access to, or use of FastNet Classic at any time, or any fault or error in the design, content or engineering of FastNet Classic; or
 - (iv) malfunction of any equipment or system, or any telecommunications link failure; or
 - (v) any cause or event reasonably beyond our control.

10. Governing Law

- 10.1 These Terms and Conditions are governed by New Zealand law and the Courts of New Zealand shall have exclusive jurisdiction.