

<b>Your contract with us</b>	<ul style="list-style-type: none"><li>• These Terms and Conditions govern your use of ASB Card Manager Professional (“CMP”).</li><li>• You should read them together with the terms and conditions that govern your Account. The Account Terms apply to any transactions initiated or permitted as a result of instructions provided through CMP.</li><li>• You’re bound by these Terms and Conditions when you sign up for, or a User first uses, CMP.</li></ul>
<b>Using CMP</b>	<ul style="list-style-type: none"><li>• CMP allows Users to provide us instructions in connection with your Account online instead of in a document or by email or telephone.</li><li>• Instructions can be provided to:<ul style="list-style-type: none"><li>• apply for new cards;</li><li>• change limits on a card or block, replace or cancel cards; and</li><li>• set transaction limits and merchant blocks.</li></ul></li><li>• Users can also:<ul style="list-style-type: none"><li>• access reports on spend, transactions, cardholders or other matters (e.g. merchants, transactions, limits, split transactions, utilisation); and</li><li>• receive alerts on things like cards exceeding credit limit, nearing credit limit or nearing card expiry.</li></ul></li><li>• The User Guide provides you with more detail on how you will be able to access CMP and its functions.</li><li>• You can also apply for an optional Workflow and HR File Integration Module that allows for business line manager workflow approval and updating of staffing arrangements using dynamic HR files.</li><li>• We may at any time add to, remove or change CMP or impose restrictions or limits on how it is used or accessed. We will notify you of any material changes as soon as practical.</li><li>• You must comply and ensure all Users comply with the User Guide and any other instructions we provide you in connection with CMP (for example regarding use or access to the service, or the handling of card details).</li><li>• You must only use CMP in connection with the Account.</li></ul>
<b>Liability for transactions and security</b>	<ul style="list-style-type: none"><li>• When you or a User accesses CMP to provide instructions in connection with the Account (such as, issuing a new card or increasing a card limit), you agree that we may rely on such instructions and debit your Account with the amount of any transactions resulting from those instructions (e.g. transactions made using the card or increased limit).</li><li>• Without limiting the clause above, you acknowledge that Client Administrators you appoint may take a variety of actions as outlined in the User Guide, including:<ul style="list-style-type: none"><li>• requesting the addition or deletion of Client Administrators (subject to our approval where required);</li><li>• managing requests from Cardholders; and</li><li>• producing and exporting reports.</li></ul></li><li>• You must take all reasonable care, and ensure that each User takes reasonable care, so that:<ul style="list-style-type: none"><li>• access to CMP is not misused;</li><li>• any associated devices, identifiers, codes or passwords (or any records of these) are not misused, lost or stolen; and</li><li>• codes or passwords are not disclosed to any person other than a User.</li></ul></li><li>• You must notify us as soon as you or any User become aware that there has been any such misuse, loss, theft or disclosure, or any unauthorised transaction as a result of misuse of CMP.</li></ul>
<b>Availability of CMP</b>	<ul style="list-style-type: none"><li>• While we make reasonable efforts to ensure CMP is available 24 hours per day, 7 days per week (other than scheduled outages which we will endeavour to notify you of ahead of time), we are not liable if the service is not available or working for any reason.</li><li>• If the service is not available or working first contact your account manager or alternatively, contact us on 0800 803 804 - available 6:30am - 11:00pm, 7 days a week.</li><li>• You may cancel your CMP service at any time by notifying us in writing. Cancellation will become effective when we process your request.</li><li>• We may, without prior notice, cancel, suspend or deny your or any User’s access to CMP at any time, for example if you breach these Terms and Conditions or the Account Terms, or if we consider it necessary to protect you or us from loss.</li><li>• If we take such action, we will notify you as soon as practical.</li></ul>

<b>Data transmission</b>	<ul style="list-style-type: none"> <li>You acknowledge that CMP enables you and Users to download and export Cardholder data, including card details and card transaction data. This data is sensitive and you must ensure any such data is protected and kept strictly confidential.</li> <li>You agree to indemnify us against any costs or losses we suffer due to any such downloading or exporting of Cardholder or Visa Business Account transaction data, including as a result of any unauthorised use or disclosure, or breach of cardholder privacy.</li> </ul>
<b>Changes to these Terms and Conditions</b>	<ul style="list-style-type: none"> <li>We may change these Terms and Conditions at any time by notifying you of the changes.</li> <li>We may provide notice in any way permitted under the Account Terms or general law.</li> </ul>
<b>Meaning of words used in this document</b>	<p><b>Cardholder</b> means a person we have issued a corporate card to.</p> <p><b>Client Administrator</b> means a person you nominate as a client administrator to manage the use of CMP, which may include the ability to authorise and submit requests to us.</p> <p><b>CMP</b> means our Card Manager Professional platform and service as described in section 1 and the User Guide, as we may update from time to time.</p> <p><b>Account means</b> the Visa Business Account you have with us that allows business cards to be issued, which you can manage using CMP.</p> <p><b>Account Terms</b> means the terms and conditions that govern your Account.</p> <p><b>User</b> means any person you authorise to access or use CMP and includes Client Administrators and Cardholders.</p> <p><b>User Guide</b> means the "Card Management Platform User Guide" and any other user guide or instructions we provide you regarding use of CMP.</p> <p><b>We and us</b> means ASB Bank Limited.</p> <p><b>You and your</b> means the account holder under the Account.</p> <p>A reference to the singular includes the plural and vice versa.</p> <p>The words "including" and "for example" when introducing an example do not limit the meaning of the words to which the example relates to that example or examples of a similar kind.</p>