

Credit Card

Conditions of Use

Keep in touch

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Acceptance of Conditions of Use

These are the conditions of an agreement between us, ASB Bank Limited, ASB North Wharf, 12 Jellicoe Street, PO Box 35, Shortland Street, Auckland 1140 and you. You agree to be bound by these Conditions of Use from the date we open a Card Account for you.

1. Definitions

In these Conditions of Use the words and phrases referred to below are defined as follows:

“ASB Retail Exchange Margin” means the margin charged by us when you use your Mastercard Card to perform an Overseas Transaction using a Commonwealth Bank of Australia ATM.

“ATM” means any ASB automatic teller machines, any other automatic teller machines in New Zealand approved by us as a device you can use, and any automatic teller machines overseas displaying the Visa or Mastercard symbol.

“Beneficial Owner” means an individual who has effective control of a business organisation, or owns more than 25% of the business organisation.

“Business Card” is a Visa Business Card issued to you by us at the request of a business organisation but excludes Visa Business Rewards Cards.

“Card” means any credit card, and any other device or instrument we allow you to use to make Contactless Transactions. It includes renewal, replacement and additional Cards, Business credit cards and Visa Business Rewards credit cards.

“Card Account” means the credit card account debited and credited with Transactions, payments, interest, fees and charges.

“Cash Advance” means cash withdrawals and advances made by Card or Card number and purchases of currency and cash related transactions such as the purchase of traveller’s cheques.

“Card Control” means the ability to set locks and limits on your Card through the ASB mobile application.

“Card Type” means Visa, Mastercard or any other card acceptance scheme.

“Contactless Transaction” means a transaction other than a Cash Advance made by holding a Card with contactless technology close to a contactless terminal without having to insert or swipe the Card.

“Conversion Rate” means the exchange rate selected by Visa, Mastercard or us (as the case may be) from within a range of wholesale exchange rates available or, if applicable, the government-mandated rate. The exchange rate will be selected on the date that Visa, Mastercard or we convert the currency on the Overseas Transaction, which may differ from the date on which the Overseas Transaction itself occurred.

“Dishonoured Payment” means a payment credited to your Card

Account which has not been honoured and has subsequently been debited from your Card Account.

“Offshore Service Margins” means the margin charged by us when you use your Card to perform any Overseas Transaction other than those made using a Mastercard Card at a Commonwealth Bank of Australia ATM.

“Overseas Transaction” means a Transaction made in a currency other than New Zealand dollars.

“PIN” means Personal Identification Number.

“Smart Rate Purchase” means a Transaction for the payment of goods or services over a certain value specified by us on which we have agreed to charge a special interest rate for a set period of time.

“Transaction” means a payment for goods or services (including recurring payments), a credit of a payment for goods or services, Cash Advances and balance transfers.

“we”, “us”, “our,” or “ASB” means ASB Bank Limited.

“you” or “your” means the person(s) or business organisation in whose name a Card Account has been opened and a holder of a Card and includes, unless the context states otherwise, the principal cardholder, joint cardholders and Business Card cardholders.

“Visa Business Rewards Card” means our Visa Business Rewards product that is designed for small businesses and operates like a personal card.

2. Your Card and PIN

Card.

- 2.1 We must be satisfied with your identity before we open a Card Account for you. The principal cardholder, each joint cardholder, each additional cardholder, each business cardholder and each Beneficial Owner will be required to provide us with proof of their identity and address to open a Card Account, obtain a Card and at other times, for example, when you withdraw certain amounts out of the Card Account. We will only provide you with a Card where the information made available to us leads us to believe you will be able to meet the terms of the Card facility.
- 2.2 You must sign your credit card as soon as you receive it.
- 2.3 You must not use your Card for anything illegal, or allow anyone else to use your Card, Card number or PIN, and must keep them safe from theft or fraudulent use.

PIN.

- 2.4 You will be required to have a PIN on your Card. You will need a PIN to use your Card to access an ATM and for most Transactions made with a chip Card. If your Card has contactless technology you may choose to make Contactless Transactions with or without using your PIN. See the

“Contactless Transactions” section. When you select your PIN, you should choose a number that you will be able to remember easily. You must not choose unsuitable numbers such as:

- 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;
- parts of numbers in the order in which they are printed on your Card;
- other easily accessible personal data (e.g. drivers licence or any other numbers easily connected with you).

Keeping your Card and PIN secure.

2.5 To protect yourself against Card fraud you must safeguard your Card and PIN:

- Do not write your PIN down anywhere. Memorise it instead.
- Never tell anyone (including Police, bank staff or your family) your PIN.
- Make sure no-one can see you enter your PIN at ATMs or when using EFTPOS, or see your Card details when using a computer to shop online.
- Consider using a different PIN for different cards.
- Take care of your Card. Do not leave your Card in an unattended vehicle, wallet or purse or anywhere where a thief could remove a Card without being noticed (for example in nightclubs, hotels or restaurants).
- Do not let anyone else use your Card.
- Always remember to take your Card back after using it.
- Tell us if you change your address so replacement Cards are sent to the correct place.
- Report the loss or theft of your Card as soon as you're aware of it.
- When using your Card online ensure there is 'https' in front of the web address and that there is a padlock or other security symbol on the web page.
- Never email your Card number.

Theft, loss or misuse of your Card or PIN.

2.6 You must contact us immediately on becoming aware your Card is lost or stolen, if your Card is in the possession of another person, or your Card or PIN is misused (or you think it may be):

- **If you are in New Zealand**, phone the ASB Contact Centre on 0800 803 804.

- **If you are overseas**, phone the ASB Contact Centre in New Zealand on +64 9 306 3000 collect. If you are unable to call the ASB Contact Centre, you must notify the nearest office of Visa or Mastercard.

2.7 You agree to provide us any information and help we reasonably ask for to deal with misuse or unauthorised access to your Card Account, or in relation to any other Transaction we, the police or other authorities are investigating. We may pass on related information to other banks, the police, Visa, Mastercard or those involved in processing Card payments. There may be occasions when we ask that you lodge a formal complaint with the police in relation to your Card Account. If you decline to do so and we are prejudiced as a result we may decline to reimburse you for any loss on your Card Account.

2.8 At your request, we will send you a replacement Card. A replacement fee may apply.

Changing your Card Type.

2.9 On occasion we may have reason to issue a different Card Type from the one you applied for, or in place of your existing Card. If we do this we will give you a new Card Account number and Card. You have the right to cancel the Card Account if you do not want the different Card Type.

3. Your Card Account

Notifying us of your details.

3.1 You must tell us if your name, Beneficial Owners or contact details change.

Provision of information.

3.2 During your relationship with us we may ask for and collect further information about you and the Beneficial Owners and your dealings with us.

Statements.

3.3 Your statement will be made available to you monthly. We will not issue a monthly statement if there is no balance on your Card Account and no new amounts have been debited or credited since the previous statement.

Joint cardholders.

3.4 We may at our discretion allow you and a joint cardholder to each hold a Card on the same Card Account. You are both bound by these Conditions of Use.

3.5 You and any joint cardholder are liable both jointly and severally for any amount owing to us on the Card Account. This means that any one or more of you may be required to pay amounts, including any outstanding balance, owed on the Card Account.

3.6 Cardholder personal information and Card Account information will be available to all cardholders on the Card Account.

- 3.7 Any joint cardholder can give us instructions independently of the others on the Card Account. For example, one joint cardholder can request a higher credit limit on the Card Account and one joint cardholder can request a different Card Type for all Cards on a Card Account.
- 3.8 Each joint cardholder appoints each other joint cardholder on the Card Account as their agent to receive Credit Contracts and Consumer Finance Act 2003 disclosures, notices and other communications on their behalf. The joint cardholder receiving the disclosures, notices and other communications acknowledges that it is receiving these on its own behalf and on behalf of the other joint cardholders. A joint cardholder may, by notifying us, terminate the appointment of another joint cardholder as their agent for receiving these disclosures, notices and other communications.

Additional cardholders.

- 3.9 If you would like someone else to have access to your Card Account with a Card, we can (at our discretion) issue an additional Card to that person. You must make sure that person is aware of, and keeps to, all conditions relating to the use and safety of Cards.
- 3.10 Transactions made by an additional cardholder will be treated as Transactions made by you. You are responsible for all use of the additional Card. You must pay us for Transactions made by the additional Cardholder. You will also be liable for any charges payable as a result of use of a Card by an additional cardholder.
- 3.11 Cardholder personal information and Card Account information will be available to all cardholders on the Card Account.

Business Cards.

- 3.12 At the request of a business organisation, we may issue you a Business Card on that business organisation's Card Account. The business organisation and all Business Card cardholders are bound by these Conditions of Use.
- 3.13 You, the business organisation, are liable for all amounts owing to us on the Card Account. Where the business organisation is a sole trader and it has elected to have a Business Card Account, the sole trader is personally liable for all amounts owing to us on the Card Account.
- 3.14 Business cardholder personal information and Card Account information will be available to the business organisation which has authorised the issue of the Business Card(s).

4. Transactions and credit limits

Your credit limit.

- 4.1 We will tell you your credit limit when we first open your Card Account and on your monthly statements.
- 4.2 We can decline Transactions that are over your credit limit. If you try to make a Transaction over your credit limit, we will treat this as a request to go over limit.

- 4.3 You can tell us if you want a lower credit limit on your Card Account or if you do not want your credit limit to be increased. We may require minimum limits.
- 4.4 You may request a higher credit limit on your Card Account. We will only increase your credit limit when the information made available to us leads us to believe that you will be able to meet the terms of the Card facility. We have the right to decide not to increase your credit limit.
- 4.5 An additional cardholder or a Business Card cardholder cannot request changes to the credit limit.
- 4.6 We may decrease your credit limit from time to time.
- 4.7 If you exceed your credit limit we can:
 - decline further Transactions; and
 - demand that you pay the amount over limit immediately.

Using your Card.

- 4.8 You may use your credit card to make Transactions in New Zealand and overseas with any merchant or bank displaying your Card symbol and to make cash withdrawals at any ATM. You may use your credit card to check your Card Account balance and other nominated ASB account balances, and to transfer funds between your ASB accounts at ASB ATMs.
- 4.9 If your Card has contactless technology you may choose to use your Card to make Contactless Transactions in New Zealand and overseas with any merchant or bank displaying your Card symbol and the contactless symbol.
- 4.10 A merchant may charge you a fee for using your Card. The merchant determines the amount of the fee.
- 4.11 Once you have made a Transaction, you cannot cancel it.
- 4.12 We will not be held liable if you are unable to:
 - complete a purchase using your Card; or
 - access ATMs in New Zealand or overseas; or
 - withdraw funds.
- 4.13 If you encounter difficulties with another New Zealand bank's ATM and cannot resolve them with that bank, we will provide assistance.
- 4.14 We may refuse to carry out a Transaction if:
 - you have exceeded a limit we have applied to your Card Account (such as a daily limit on Cash Advances);
 - it seems unusual compared with the way you normally use your Card and we suspect misuse;
 - we reasonably consider it necessary to protect the security of your Card Account;
 - we reasonably believe that someone else may have rights over money in your Card Account; or
 - any other reason set out separately in these Conditions of Use.

Contactless Transactions.

4.15 You will be required to enter your PIN or sign to use your Card to make a Contactless Transaction in New Zealand of over NZ\$80.00. If you use your Card to make Contactless Transactions overseas, different limits may apply. We have no control over these limits.

4.16 For security purposes you may be required from time to time to enter your PIN or sign to use your Card to make a Contactless Transaction in New Zealand or overseas that is less than NZ\$80.00.

Using your Card overseas.

4.17 You can use your Card to make Overseas Transactions. Overseas Transactions will either:

- first be converted into US dollars and then into New Zealand dollars; or
- be converted directly from the Transaction currency into New Zealand dollars, at the applicable Conversion Rate.

4.18 Overseas Transactions made using a Mastercard card at a Commonwealth Bank of Australia ATM will incur an ASB Retail Exchange Margin. All other Overseas Transactions will incur Offshore Service Margins. The Offshore Service Margins and the ASB Retail Exchange Margin are subject to change on 14 days notice. Please refer to the ASB Guide to Fees brochure for the current margins. A copy is available from any of our branches or at www.asb.co.nz. Margins will be charged to your Card Account along with the total converted amount of the Transaction.

4.19 You may be offered the opportunity to choose to pay for goods or services at a merchant in a country other than New Zealand, in New Zealand dollars, at the time of the purchase. Or obtain cash from an ATM in a country other than New Zealand, where the currency conversion is performed at the time of the cash withdrawal and sent to ASB in New Zealand dollars. This is referred to as called Dynamic Currency Conversion and can be applied only by agreement between you and the merchant or overseas bank. The conversion rate and any fee charged by the merchant or overseas bank is applied at the time the transaction or cash withdrawal is made and is determined by the merchant and the merchant's bank or overseas bank. We have no control over the conversion rate used or fees charged.

4.20 Overseas Transactions may be subject to exchange controls or other government requirements, customs duties and taxes. All such charges are your responsibility.

Cash advances.

4.21 If you use your Card to obtain Cash Advances in New Zealand (other than at an ASB branch or other bank branch), the following limits apply:

- a maximum daily amount of NZ\$2,000 for ASB Gold Cards and ASB Platinum Cards; and
- a maximum daily amount of NZ\$1,000 for all other Cards.

4.22 We will charge you a Cash Advance fee.

4.23 If you use your Card to obtain Cash Advances from an overseas ATM displaying your Card symbol or an overseas merchant, different limits may apply and you may be charged an access fee. We have no control over these limits or the access fee charged.

4.24 If you use your Card to make a cash withdrawal from an ATM not displaying the ASB logo you may be charged an access fee. We have no control over the access fee charged.

4.25 If you transfer funds from your Card Account to another ASB account, we may charge you a Cash Advance fee.

Dual account access.

4.26 You may choose to use your Card to access some of your other transactional and savings accounts through ATMs and EFTPOS terminals in New Zealand and through ATMs overseas.

4.27 Business Cards can not be used to access other accounts.

4.28 Dual account access is granted on an individual basis. You will be able to nominate to have access to:

- accounts where you are sole signatory; and
- joint accounts where you are authorised to operate the account alone.

4.29 If you use your Card to access your transactional and savings accounts, the following daily limits apply:

- a maximum amount of NZ\$2,000 for cash withdrawals via ATMs and EFTPOS; and
- a maximum amount of NZ\$5,000 (including any cash obtained) for purchases of goods and services using EFTPOS.

Pre-authorisation of Transactions.

4.30 A bank or a merchant may obtain an authorisation to complete a Transaction. The purpose of an authorisation is to establish that there are no restrictions on the Card Account and that there are sufficient funds in the Card Account for the Transaction.

4.31 If the actual value of a Transaction is not known (e.g. petrol at pump, hotel/motel accommodation) a bank or a merchant may obtain an authorisation for an estimated value of the Transaction. Once authorisation is obtained, the available funds on your Card Account will be reduced by the value of the authorised amount. This authorised amount will remain on your Card Account until a Transaction that matches the authorisation is processed, or if no matching Transaction is processed, for up to four days. This means that in some

instances your available funds will be reduced by the amount of both the authorised amount and the actual Transaction amount for a short period of time.

Cash.

- 4.32 Where you pay cash into your Card Account at an ASB branch we will show it in your Card Account that day. We will allow you to use it straightaway. We may require you to provide proof of your identity, address and where the cash has come from where the amount is over a certain limit set by us.
- 4.33 Where someone else pays cash into your Card Account and the amount is over certain limits set by us, they will be required to provide proof of their identity, address and where the cash has come from. We will not accept the payment until this proof has been provided.
- 4.34 Where you pay cash into your Card Account at an ASB ATM you will not be able to use the cash until it has been counted, which may be the next business day.

Setting locks and limits.

- 4.35 Only the holder of a Card can "lock" or "limit" transactions or apply a temporary lock on the Card.
- 4.36 If Card Control is available to you through your ASB mobile application, then by updating your Card settings via the ASB mobile application, you can "lock" your Card to block:
- in-store Overseas Transactions on your Card, where your Card is physically presented at a merchant terminal outside of New Zealand (excluding ATMs);
 - Transactions made on your Card online;
 - cash withdrawals using your Card at an ATM (both within New Zealand and overseas);
 - Contactless Transactions; or
 - all Transactions made by your Card, where you have misplaced it or to prevent unauthorised use ("temporary lock").
- You can then "allow" these Transaction types by updating your Card settings.
- 4.37 You can set a limit per Transaction on your Card and update or remove the limit, by updating your Card settings in the ASB mobile application.
- 4.38 If you choose to apply a temporary block and block all transactions made by your Card, you should be aware that a temporary lock does not report your Card to us as being lost or stolen.
- 4.39 You can remove locks and limits by updating your Card settings in the ASB mobile application or by calling us on 0800 255 382, or +64 9 306 3181.
- 4.40 If you use your Card to access some of your other transactional

and savings accounts then locks and limits will apply to all accounts you can access with your Card.

How do locks and limits work?

- 4.41 Transactions will be declined by us when we receive an authorisation request for a Transaction which matches one of the Transaction types you have locked, exceeds a limit you have set or takes place when a temporary lock is in place.
- 4.42 We rely on the information about a Transaction that a merchant or financial institution provides us to determine whether the Transaction matches one of the Transaction types you have locked. If, for example, you block in-store Overseas Transactions but the merchant store owner incorrectly processes the in-store Transaction as an online Transaction, the Transaction will not be blocked.
- 4.43 Irrespective of your lock or limit settings we will not decline Transactions:
- that are recurring Transactions (for example, direct debits);
 - you have made over the phone or where you have provided your Card details for a mail order purchase unless you have applied a temporary block;
 - from your Card made via ASB branches (other than via an ASB branch ATM), ASB phone banking, online or mobile banking (including transfers from your Card to other accounts) and bill payments;
 - that are not sent to us for authorisation at the time they're made, for example, some Contactless Transactions or Transactions processed when there is a system interruption, unless you have applied a temporary block; or
 - that we reasonably consider should be allowed for your convenience.

These Transactions will be charged to your Card Account even if they match one of the locks or limits you have set.

Availability of locks and limits.

- 4.44 While we will make every effort to decline transactions that match one of the locks or limits you have set, we cannot guarantee that all such transactions will necessarily be declined due to circumstances beyond our control such as those set out in Condition 4.42 above. We are not responsible for any loss you suffer if a transaction:
- authorised by you is charged to your account even though it matches one of the "locks" or "limits" you have set; or
 - is declined because it matches one of the "locks" or "limits" you have set, including any subsequent loss of goods and/or services if the Merchant is unable to process the Transaction.
- 4.45 You acknowledge that the lock and limit functions are reliant on computer and/or telecommunications systems.

Disruptions to these systems may result in the lock or limit functions, setting and removing blocks being unavailable from time to time.

4.46 Any locks or limits set by you:

- will continue to apply to a replacement Card issued with an identical Card number; and
- will not continue to apply to a new or replacement Card issued with a different Card number.

4.47 Note that pre-authorisations of transactions (for example, at a pre-pay petrol pump), may be declined if the pre-authorisation amount is over the amount you have set as the limit on your Card.

4.48 Lock and/or limit functionality is not available on Mastercard Cards.

Smart rate purchases.

4.49 A Smart Rate Purchase is not available for Cash Advances, transactions equivalent to a Cash Advance, transfers from your Card Account, adjustments, government charges, interest charges, bank fees, charges and balance transfers.

4.50 At the expiry of any relevant Smart Rate Purchase period, the Smart Rate Purchase will be treated as an ordinary purchase and the standard purchase interest rate will apply to any unpaid balance of such Smart Rate Purchase.

5. Disputes

Mistakes or discrepancies.

- 5.1 If you think that a Transaction on your statement is incorrect you must notify us in writing within 30 days of the closing date of the statement to enable us to investigate the Transaction. If we are not notified we may be unable to reverse the Transaction and you will be liable to pay for it.
- 5.2 We will acknowledge your notice of a disputed Transaction within 30 days of receipt and report back to you with the result of our investigation. If we establish that a mistake did occur, it will be corrected and we will reimburse any related fees or charges.
- 5.3 If you are not satisfied with the result of our investigation you should contact our Customer Care Team on 0800 738 930 and request that the matter be reviewed. If you are not satisfied with the outcome of that review you may refer the matter to the Banking Ombudsman. We will provide you with the contact details for the Banking Ombudsman.

Disputes with merchants.

- 5.4 We have no liability to you for:
- any refusal by a merchant to accept your Card; or
 - any defect or deficiency in the provision of goods or services acquired through the use of your Card; or

- where you decide you no longer want the goods or services acquired through the use of your Card.

Any such dispute is to be resolved between you and the merchant.

- 5.5 You should exercise some care and be aware of the risks of using your Card to pay for goods or services in advance of receiving them. You should consider the standing of the company or entity you are doing business with including when purchasing goods or services non face-to-face.
- 5.6 Where you have such a dispute with a merchant, you must still pay all amounts due to us.

Dispute resolution scheme.

5.7 We are a member of the Banking Ombudsman Dispute Resolution Scheme. You can contact the Banking Ombudsman at:

Address: Freepost 218002
PO Box 25327
Featherston Street
Wellington 6146

Telephone number: 0800 805 950
Email address: help@bankomb.org.nz

5.8 We (ASB Bank Limited) are registered on the register of financial service providers. Our registration number is FSP29003.

6. Payments

Minimum monthly payment.

- 6.1 You must make a minimum payment by the payment due date every month as shown on your monthly statement. The minimum payment is the greater of:
- 3% of the closing balance shown on your monthly statement; or
 - \$10,
- except where your closing balance is less than \$10, then the minimum payment you must make by the payment date is the closing balance as shown on your monthly statement.
- 6.2 Where you have exceeded your credit limit or your account is overdue, the minimum payment is the amount determined in accordance with condition 6.1 plus the greater of:
- the amount of your closing balance that exceeds your credit limit; or
 - any overdue amount.

Where your minimum payment, determined in accordance with this condition 6.2, is greater than the closing balance shown on your monthly statement the minimum payment you must make by the payment date is the closing balance as shown on your

monthly statement. If you have not received your monthly statement for any reason please contact us as you are still required to meet your minimum payment obligation.

- 6.3 If the full closing balance shown on the monthly statement is not paid by the payment due date, interest will be payable as set out in Condition 7.
- 6.4 You can always pay more if you want to. However if you do, you will still need to pay the minimum payment on your next monthly statement.

Late payment fee.

- 6.5 A late payment fee will apply if you do not make at least the minimum payment due by the date shown on your statement. Please refer to the ASB Guide to Fees brochure for this fee. A copy is available from asb.co.nz and any ASB branch.

Allocation of payments

- 6.6 Payments made to your Card Account are generally applied against the amount you owe in the following order:
- interest on purchases (other than Smart Rate Purchases), cash advances, charges and dishonoured payments and all charges shown on any previous statements and the current statement;
 - interest on balance transfers and interest on Smart Rate Purchases shown on any previous statements and the current statement;
 - Cash Advances and Dishonoured Payments shown on any previous statements and the current statement;
 - purchases (other than Smart Rate Purchases) shown on any previous statements and the current statement;
 - interest on purchases (other than Smart Rate Purchases), cash advances, charges and dishonoured payments and all charges charged since your current statement;
 - interest on balance transfers and interest on Smart Rate Purchases charged since your current statement;
 - Cash Advances and Dishonoured Payments made since your current statement;
 - purchases (other than Smart Rate Purchases) made since your current statement;
 - balance transfers and Smart Rate Purchases shown on any previous statements and the current statement; and
 - balance transfers and Smart Rate Purchases since your current statement.

If you have multiple balance transfers and/or Smart Rate Purchases within a category, we pay them in the order of highest to lowest interest rate. However, if you have multiple transactions within a category with the same interest rate we

can determine the order of payments and payments will not necessarily be applied against the oldest amounts first.

Changes on grounds of unforeseen hardship.

- 6.7 If you are unable to keep up your payments because of illness, injury, loss of employment, the end of a relationship, or other reasonable cause, you can apply to us to postpone, during a specified period, the dates on which payments are due under your agreement with us.

To apply for this change you need to:

- make a request to us in writing which explains your situation and requests the change; and
- reasonably expect to be able to keep up your payments if the change is made.

You should apply to us as soon as possible. If you leave it too long, we may not have to consider your application.

7. Interest

Calculation

- 7.1 We calculate interest on your daily balance on the last day of your statement period at the interest rate(s) applicable at that date. Your statement period runs from the date of the opening balance of the statement to the date of the closing balance of the statement.
- 7.2 Interest will be debited to your Card Account at the end of the last day of your statement period.

Interest rates

- 7.3 Unless otherwise specified in a promotion or agreed with you:
- The purchase interest rate will apply to all purchases, Offshore Service Margins, ASB Retail Exchange Margins and balances transferred from other ASB accounts.
 - The Cash Advance interest rate will apply to all Cash Advances and Dishonoured Payments.
 - The balance transfer interest rate will apply to all balances transferred from non-ASB accounts.
 - The special applicable interest rate will apply to all Smart Rate Purchases.
- 7.4 From time to time we may offer promotional interest rates for certain purchases, balances transferred or Smart Rate Purchases, for specified periods. The standard purchase interest rate will apply to the unpaid balance of any such purchases, balances transferred or Smart Rate Purchases when the term of the promotional interest rate expires.
- 7.5 We will tell you your interest rates when your Card is first issued to you and on your statements. Current standard interest rates are available at asb.co.nz. Interest rates are subject to change by us at any time.

Interest on purchases

- 7.6 If you pay the full amount of your statement closing balance by the payment due date, you will not be charged interest on the purchases listed on that statement. You will be charged interest on the portion of the closing balance that is unpaid purchases from two or more statements ago. This interest will be charged from the beginning of the statement period until payment of that portion of the balance is made in full.
- 7.7 If you do not pay the full amount of your statement closing balance by the payment due date, you will be charged interest on the daily balance for the statement period.
- 7.8 Purchases made since the statement period will be included in your next statement.

Interest on Cash Advances and Dishonoured Payments

- 7.9 You will be charged interest on the daily balance of each Cash Advance and Dishonoured Payment, from the date the advance or payment is processed by us until payment of that advance or payment is made in full.
- 7.10 Cash Advances and Dishonoured Payments made since the statement period will be included in your next statement.

Interest on balances transferred from non-ASB accounts

- 7.11 You will be charged interest on the daily balance of each balance transferred from a non-ASB account, from the date of the transfer until payment of that balance is made in full.

Interest on charges

- 7.12 Interest on Offshore Service Margins and ASB Retail Exchange Margins will be charged in the same way interest is charged on purchases.
- 7.13 You will not be charged interest on any other fees or charges.

Interest on unpaid interest

- 7.14 You will not be charged interest on unpaid interest.

8. Charges

- 8.1 We may debit your Card Account with the fees and other charges you owe us. These fees and charges are subject to change and details are provided on the back of the letter provided to you when you open your Card Account and in the ASB Guide to Fees brochure available at any branch of ASB or at www.asb.co.nz.

9. Liability for payment of Transactions, fees, interest and costs

- 9.1 You are responsible for and must repay all credit we extend to you. You must also pay any:
- interest;
 - late payment fee and any other fees and costs arising from the issue or use of any Card or Card Account;
 - annual, half yearly or quarterly account charge for providing your Card Account;
 - costs we reasonably incur associated with the collection of amounts overdue for payment on the Card Account (including tolls, collection agent's costs and legal fees on a solicitor/client basis);
 - statutory duty, levy or charge incurred in relation to Transactions;
 - direct costs incurred by us in investigating an unauthorised or disputed Transaction where that unauthorised or disputed Transaction is determined by us to be an authorised Transaction.
- 9.2 The person in whose name a Card Account has been opened is liable for all amounts debited to the Card Account. If there are any joint cardholders on the Card Account, all of those persons are jointly and severally liable for any amount owing to us on the Card Account as set out in Conditions 3.5.

Application of moneys held in other accounts with us.

- 9.3 We may:
- make payments due to us under these Conditions of Use if you don't pay them on time yourself; or
 - if your Card Account has been closed pay off the balance owing on the Card Account,
- from other accounts you or other cardholders on the Card Account have with us (including accounts you hold with other people). We will promptly tell you when we have done this.

10. Liability for losses resulting from lost or stolen Cards and PINs

- 10.1 Provided you notify us immediately on becoming aware of any of the events listed below have occurred, you will have no liability to us arising from any unauthorised use of a Card, recording, or disclosure of a PIN, other than as provided for in Conditions 10.2 and 10.3. The events referred to are the following:
- a Card is lost or mislaid; or
 - a Card is stolen; or

- you know that your Card is in the possession of another person; or
- you believe that another person has used your Card or gained knowledge of its PIN.

Liability for loss contributed to by you.

- 10.2 If any loss arises from the unauthorised use of a Card, which you caused or contributed to (as explained in Condition 10.4), your liability shall be the lesser of:
- the actual loss at the time when we were notified; and
 - the maximum amount that you would have been entitled to withdraw from the Card Account between the time the Card was lost or stolen and the time we were notified.

Liability in the cases of fraud or negligence by you.

- 10.3 You are liable to us for all losses arising from the unauthorised use of a Card or PIN which results from your fraud or negligence.

Defining contribution to loss.

- 10.4 You will be treated as having caused or contributed to the loss arising from the unauthorised use of your Card if you have breached these Conditions of Use, for example (but not limited to) by:
- selecting unsuitable PINs (see Condition 2.5); or
 - failing to reasonably safeguard your Card; or
 - keeping written records of PINs; or
 - parting with your Card, or allowing someone else to use your Card, or disclosing your PIN to any other person; or
 - failing to take all reasonable care to prevent others from identifying your PIN, for example, when keying-in your PIN; or
 - unreasonably delaying notification to us of the loss or theft of your Card, or of the actual or possible disclosure to any other person of PINs.

The amount of the potential liability is defined at Condition 10.2.

Other cases where you will have no liability.

- 10.5 You will not be liable to us for any loss suffered by us caused by:
- fraudulent or negligent acts or omissions of our employees, our agents, or parties involved in the provision of electronic banking services; or
 - faults that occur in the machines, cards or systems used, unless the faults are obvious or advised by message or notice on display; or
 - unauthorised Transactions occurring before you have received your Card; or
 - any other unauthorised Transaction where it is clear that you could not have contributed to the loss.

11. Our liability to you

- 11.1 You agree that where the goods and services provided under these Conditions of Use are supplied or acquired in trade, to the maximum extent permitted by law you and us contract out of the provisions of the Consumer Guarantees Act 1993.
- 11.2 Other than as required by law or as expressly provided in these Conditions of Use, we shall not be liable to you in respect of any loss of any nature except in respect of direct losses which may be suffered as a consequence of the failure of a Card, or associated electronic systems and which are directly attributable to our gross negligence or wilful default, or the fraudulent or negligent acts or omissions of our employees or agents. We shall have no liability for consequential loss which you may suffer in any circumstances.

12. Card cancellation and account closure

Our cancellation of a Card.

- 12.1 There may be occasions where we cancel or replace your Card with or without notice. Examples of the reasons we may do this are set out in Condition 12.10. Where we do this without prior notice we will promptly tell you.
- 12.2 Cancellation of the principal cardholder's Card, a joint cardholder's Card or all Cards issued on a Card Account may result in the closure of the Card Account and the provisions of Condition 12.18 will apply.
- 12.3 Following cancellation of a Card, you are responsible for destroying the credit card. You remain liable for all Transactions debited to the Card Account by a cancelled Card and all related interest, fees and charges.

Your cancellation of a Card.

- 12.4 The person in whose name a Card Account has been opened may cancel a Card at any time. To do this you must notify us in writing or by phone of the cancellation and destroy the credit card.
- 12.5 Cancellation of the principal cardholder's Card, a joint cardholder's Card, or all Cards issued on a Card Account may result in the closure of the Card Account and the provisions of Condition 12.18 will apply.
- 12.6 An additional cardholder or a Business Card cardholder can only cancel their own Card.
- 12.7 Following cancellation of a Card, you are responsible for destroying the credit card. You remain liable for all Transactions debited to the Card Account by a cancelled Card and all related interest, fees and charges.
- 12.8 As a joint cardholder you may cancel both Cards on a Card Account. If as a joint cardholder you cancel only one Card, the joint Card Account will be closed and both cardholders remain

jointly and severally liable for any amount owing to us on the Card Account. The provisions of Condition 12.18 apply on closure of the Card Account.

Our closure of the Card Account.

12.9 We may close your Card Account at any time giving you at least 14 days notice.

12.10 There may be circumstances where we may cancel a Card or close your Card Account without prior notice. Examples are:

- if there is a legal requirement, or a court or other authority tells us to act in that way;
- if we reasonably believe that you or payments into or out of our account are subject to a New Zealand or international sanction regime;
- if you or any Beneficial Owner does not meet our identification requirements at any time;
- if you have acted unlawfully;
- if you have breached our Conditions of Use;
- if you have acted abusively to our staff; or
- where you have not used the Card Account for its intended purpose.

12.11 The closure of your Card Account will have the effect of cancelling all Cards connected to your Card Account.

12.12 The provisions of Condition 12.18 apply where we close your Card Account.

Your closure of the Card Account.

12.13 The person in whose name a Card Account has been opened may close the Card Account at any time. To do this you must notify us in writing or by phone of the closure and destroy all credit cards issued on your Card Account.

12.14 The closure of your Card Account will have the effect of cancelling all Cards connected to your Card Account.

12.15 If the Card Account is held by a business organisation which ceases to trade, you must notify us in writing immediately and the Card Account will be closed.

12.16 If the Card Account is held jointly with another person, you may close the account by giving us notice. In these cases, we will give notice of the closure to the joint holder.

12.17 The provisions of Condition 12.18 apply where you close your Card Account.

Liability for Card Account following closure of Card Account.

12.18 Following closure of your Card Account, you have a continuing liability to pay us all of the following:

- the amount outstanding on the Card Account. We may require you to pay the amount outstanding immediately;

- any recurring Transactions subsequently debited to the Card Account. It is your responsibility to contact the initiator of any Transactions that are regularly billed to your Card Account and advise that your Card Account is closed;
- when notified, any amount debited to the Card Account in respect of any Transaction incurred which had not been charged to the Card Account at the date of closure; and
- any fees, interest, collection charges and costs payable in terms of Conditions 7 and 8 of these Conditions of Use until all moneys due to us have been paid in full.

13. Changes to Conditions of Use, charges and services

Changes we agree with you

13.1 Subject to Condition 13.2, if we agree with you to change any of these Conditions of Use we will advise you of the change before it takes effect. We will communicate such change by direct communication with you.

13.2 If we agree with you to change any of these Conditions of Use and the change is one that:

- reduces your obligations to us;
- extends the time for any payment to be made by you;
- releases any security interest relating to these Conditions of Use; or
- increases your credit limit,

we may communicate the change to you within 5 working days of the day the change takes effect or, at the time of your next statement.

Changes we make

13.3 We may change any or all of these Conditions of Use at any time. Subject to Condition 13.4, where we change:

- an interest rate;
- how interest is calculated or applied;
- the amount, frequency, time for payment, method of calculation or introduction of any payment, fee or charge;
- your credit limit,

we will communicate such changes by direct communication with you within 5 working days of the day the change takes effect. In the case of a change to an interest rate, charge or fee, we may choose to communicate this to you by display in our branches, by notice in newspapers and on our website, rather than by direct communication.

13.4 If we make changes to any of the matters in Condition 13.3 and the change is one that:

- reduces your obligations to us; or
 - extends the time for any payment to be made by you,
- we may communicate the change to you at the time of your next statement.
- 13.5 Where we change any condition other than that those set out in Condition 13.3 we will:
- give at least 14 days' notice of such change; and
 - communicate such change, either by direct communication, by display in our branches, by notice in the media (such as a public notice) or, by notice on our website or by any other method of electronic communication used by you.
- 13.6 We may at any time add to, modify or withdraw any or all of the services available in respect of your Card.

14. Confidentiality of your information

Collecting and using information.

- 14.1 We will collect, hold and use information about you for the purposes of:
- determining your suitability as a holder of a Card or to increase the limit on your Card Account;
 - confirming your identity and address, for example, electronically matching your information with identification information in third party databases;
 - opening, operating, administering and maintaining any products or services provided to you by us or our related companies (whether incorporated in New Zealand or elsewhere);
 - providing you with the use of, and information about, any other ASB products and services and products and services of our related companies (whether incorporated or constituted in New Zealand or elsewhere);
 - both us and our related companies (whether incorporated in New Zealand or elsewhere) complying with regulatory and other requirements, for example, liquidity requirements;
 - managing your relationship with us so, for example, we can respond to your queries;
 - monitoring and screening for anti-money laundering and countering financing of terrorism purposes and for fraud and crime detection purposes;
 - conducting market research, data processing and statistical analysis; and for
 - both us and our related companies (whether incorporated in New Zealand or elsewhere) monitoring whether information must be disclosed to the Government and foreign governments for taxation purposes.

- 14.2 You authorise us to obtain information about you from our related companies (whether incorporated or constituted in New Zealand or elsewhere) for the above purposes.
- 14.3 Your information may be held on behalf of ASB by data storage providers including cloud-based storage providers, in New Zealand or elsewhere.

Releasing information.

- 14.4 You agree your information may be given to:
- Our related companies (whether incorporated or constituted in New Zealand or elsewhere).
 - Our agents and other third parties (whether in New Zealand or overseas) that provide services to, or for us.
 - Research firms engaged by us to carry out customer surveys and conduct market research.
 - Other banks (including overseas banks), agents, contractors or other financial services providers assisting with international transactions.
 - True Rewards partners or other organisations associated with True Rewards.
 - The police, certain governmental agencies or other financial institutions where we reasonably believe that disclosure will assist the investigation, detection and/or prevention of fraud or other criminal offences.
 - A regulator for the purpose of carrying out its functions in connection with our business.
 - Credit reporting agencies, other credit providers and debt collection agencies.
 - Guarantors and proposed guarantors.
 - The Government and foreign governments where we believe disclosure is required to comply with regulatory and other requirements.
 - Any previous or current employer, if we need to confirm your employment history and income.
 - Any other party authorised by you.
- 14.5 Certain laws require us to disclose your information. Overseas banks, agents, contractors or financial services providers who assist with international transactions will be subject to the laws of that jurisdiction which may require them to disclose your information.
- 14.6 You authorise us to:
- Confirm your employment history and income with any previous or current employer.
 - Make enquiries relating to your credit record or other information relevant to the provision of credit to you (now or in the future), from credit reporting agencies and other

credit providers. You also authorise those parties to provide such information to us.

- Disclose your information (including default information and ongoing credit account information) to credit reporting agencies who will hold and use that information to provide their credit reporting services. This will mean that they may disclose any information they hold about you to eligible customers of their credit reporting services.

Accuracy of information.

- 14.7 It's important that you give us complete and accurate information. If you don't, we may decline your application for an ASB account or service.
- 14.8 We will do our best to ensure that the information we hold about you is accurate. Prompt advice of any changes in your personal contact details such as residential or email address, or telephone or facsimile numbers will help us do this.

Access to information.

- 14.9 Your information will be collected and held by ASB Bank Limited, ASB North Wharf, 12 Jellicoe Street, Auckland Central, Auckland 1010. You have rights of access to, and correction of, personal information (as defined in the Privacy Act 1993) held by us.

15. General

Relationship of Conditions of Use to other accounts.

- 15.1 These Conditions of Use must be read with the terms and conditions applying to any other account or facility you have with us. If those other terms and conditions conflict with these Conditions of Use, these Conditions of Use will take priority unless the other terms and conditions are specifically expressed to take priority over these Conditions of Use.

Security Interest.

- 15.2 Any all obligations mortgage that we hold, whether now or in the future, in respect of your property provides security for all indebtedness you incur with your Card and any indebtedness we incur on your behalf.

If we exercise our rights of enforcement under the security to sell the property and the proceeds of that sale are insufficient to repay the balance owing on the Card Account at that time, you will remain indebted to us for any unpaid amount owing on the Card Account.

Electronic disclosure.

- 15.3 You consent to us giving you documents, notices and communications in relation to your Card or Card Account in electronic form by electronic communication through, for example:
- FastNet Classic (for example via your messaging inbox and/or document storage function); or

- Any other internet banking system provided by us; or
- Any application available through your mobile device approved by us for this purpose.

15.4 You agree that any such electronic communication is taken to be dispatched by us and received by you at the time it is uploaded to the relevant system.

15.5 You consent to any such documents, notices and communications being in a commonly used format (for example, PDF) and being accessible by commonly used software (for example Internet Explorer).

Waivers.

15.6 We may from time to time choose not to enforce our contractual rights against you. If we choose not to exercise rights against you, we can still do so later.

Governing Law.

15.7 These Conditions of Use are governed by and are to be construed in accordance with New Zealand law. The parties submit to the non-exclusive jurisdiction of the New Zealand courts.

How to use your card

New Zealand or overseas EFTPOS: When using your card in store, insert it or swipe it in the EFTPOS terminal and select 'CR'. If you are using contactless just tap the contactless reader and funds will be debited from your credit card account.

Online or over the phone: If you want to buy something online, over the phone or by mail order, give them your card number, expiry date, the name on the card and if required, the code on the back. Money will be taken from your credit card account.

ATMs: You can withdraw cash from any ATM throughout New Zealand or at any ATM overseas that displays your card symbol, just select the credit account. Cash advance fees will apply.

Dual account access: You have the option to add up to two nominated accounts on your credit card. This will enable you to access your credit card and almost any other ASB accounts you nominate. You can access these accounts through EFTPOS in New Zealand by selecting CHQ or SAV and ATMs in New Zealand and overseas by selecting Cheque or Savings option. Money will be taken from the account you have nominated.

To arrange this please go to your nearest ASB branch or call us on 0800 803 804 for further information. Business credit cards cannot be used to access other accounts.

Keep your card safe

If you lose your Card and someone finds it, they can use it straight away online, over the phone for mail order, and contactless transactions under NZ\$80.00. Here are a few tips to keep your Card safe:

- Don't let anyone else use it.
- If you lose it, let us know right away.
- Don't let anyone else know your PIN.
- Never use your card as a form of ID online, only to buy things.
- Check your statements and transactions regularly, either in FastNet Classic or on your monthly statements.

Important things you need to know about your card:

If you lose your Card or you think that it may have been stolen, give our **Contact Centre a call straight away on 0800 803 804, or collect on +64 9 306 3000.**