

Business, Rural and Corporate Banking Terms and Conditions

May 2020

This document also includes an ASB QFE Disclosure Statement.

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Financial Advisers Act 2008

This Disclosure Statement relates to financial adviser services provided by ASB Bank Limited (**ASB**) and its Qualifying Financial Entity (**QFE**) advisers to retail clients in relation to the financial products set out in this document. It was prepared on 3 September 2018.

Name of QFE: **ASB Bank Limited**
Trading name: **ASB Bank Limited**
Address and main place of business: **ASB North Wharf
12 Jellicoe Street
Auckland 1010**
Phone: **0800 803 804**
Email: **helpdesk@asb.co.nz**

It's important to read this document

This information is important. It should help you make an informed decision on which financial adviser to choose. We may also give you other information that can help with the financial decisions you make.

What sort of adviser are we?

ASB is a Qualifying Financial Entity (**QFE**) and is a member of the QFE group called **ASB Bank QFE Group**. Employees of ASB and other members of the ASB Bank QFE Group (**our advisers**) may provide you with financial adviser services relating to our products.

As a QFE, ASB takes responsibility for the financial adviser services you get from our advisers. We'll ensure our advisers exercise care, diligence and skill in providing financial adviser services to you.

ASB also has other obligations under the Financial Advisers Act 2008 (including regulations made under that Act) and under the general law.

What are our products and services?

This Disclosure Statement relates to financial adviser services provided by ASB and its QFE advisers to retail clients in relation to the following classes of financial products:

- term deposits issued by ASB
- transaction and savings accounts issued by ASB
- cash and term portfolio investment entity funds (also known as PIEs) issued by ASB Group Investments Limited (a member of the ASB Bank QFE Group) and promoted by ASB
- loans, including home loans, personal loans, personal overdrafts and personal credit cards provided by ASB

ASB may also, from time to time, provide financial adviser services in relation to financial products provided by third parties, including contracts of insurance (health, life, risk, travel, motor, home and contents) and pre-paid foreign currency products.

If your ASB adviser can't help with the advice you need, they'll refer you to another adviser who can.

What should you do if something goes wrong?

If you have a problem, concern, or complaint about our products or financial adviser services, please let us know so we can try to fix the issue. You can do this in several ways:

- contact a Customer Services Representative at your nearest branch, or ask to speak to the Branch Manager
- call our Contact Centre on **0800 803 804**
- use our feedback form available from any ASB branch or at **asb.co.nz**
- contact a Customer Care Manager on **0800 803 804** or **(09) 377 8930**

If we can't find a way to fix the issue, you can also contact the Banking Ombudsman Scheme, which may be able to help.

You can contact the Banking Ombudsman Scheme at:

Address: **Freeport 218002
PO Box 25327
Featherston Street
Wellington 6146**

Phone: **0800 805 950**
Email: **help@bankomb.org.nz**

You can also report information about ASB or any of our advisers to the Financial Markets Authority using the contact details below.

How is ASB regulated?

ASB is licensed and regulated by the Financial Markets Authority to provide financial adviser services, a discretionary investment management service and to issue derivatives to retail investors. ASB Group Investments Limited, a member of the ASB Bank QFE Group, is licensed and regulated by the Financial Markets Authority as a manager of registered managed investment schemes. If you're interested, you can check the status of ASB as a QFE and which other entities are members of the ASB Bank QFE Group on the register of financial service providers at **fspr.govt.nz**

ASB is also a registered bank, registered with and supervised by the Reserve Bank of New Zealand.

Where can you find out more?

If you have any further questions on this Disclosure Statement, you can visit **asb.co.nz/qfe** for more information.

You can also find out more about financial advisers from the Financial Markets Authority. You can contact them at:

Web: **fma.govt.nz**
Address: **PO Box 1179
Wellington 6140**
Phone: **0800 434 567**

These Terms and Conditions apply to Accounts for:

- Companies
- Limited Partnerships
- Sole Traders
- Trusts
- Partnerships
- Incorporated Societies (includes Charitable Trusts)
- Unincorporated Societies (includes Clubs)
- Body Corporates

and are to be read in conjunction with the Account Operating Instructions and, where applicable, specific terms and conditions applying to Products or Services used in conjunction with the operation of an Account as they form the basis of your relationship with ASB.

1. Application of Terms

1.1 Terminology

Unless the context requires a different interpretation:

“ASB”, “the Bank”, “our”, “us” and “we” means ASB Bank Limited.

“Account” means any ASB account in the name of the Customer and includes all suffixes relating to such account(s) whether existing or opened at a later date.

“Account Operating Instructions” means the document entitled “New account and banking services application” and includes all related information, instructions, details, authorisations, acknowledgements, terms applying, requirements, representations and indemnities specified in or modified in accordance with that document, and each related application, instruction, certificate and declaration.

“Authorised Signatory” and **“Signatories”** means the person(s) authorised to operate an Account from time to time in accordance with the Account Operating Instructions.

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

“Customer”, “you” and “your” means the person, entity or organisation specified as the Customer in the Account Operating Instructions and in whose name an Account is established (and for the purposes of the Confidentiality section of these Terms and Conditions, references to “you” and “your” are deemed to refer to each Authorised Signatory, the Customer and each signatory executing the Account Operating Instructions).

“Product” means each product made available or provided by the Bank to its customers or a class of customer which you utilise in connection with operation of an Account.

“Service” means any service, including without limitation, a service provided by electronic process, we provide to you in respect of Products or in connection with the operation of an Account.

“Terms” means these Business, Rural and Corporate Banking terms and conditions.

1.2 General

Any written terms and conditions applying to a particular category of Account, Product or Service, or to any transaction, or which affect an Account, will apply together with these Terms and Conditions. If there is any conflict, the terms and conditions applying to a particular Product, Service or transaction including, without limitation, electronic banking, shall apply.

2. Liability

2.1 To the extent permitted by law, under no circumstances shall we be liable to you or any other person for, and you indemnify us from and against, any loss, claim, delay, charge, expense, cost, damage or any other liability (“loss”) and consequences of whatsoever nature arising whether direct, indirect including, without limitation, any loss of profit, business, revenue, goodwill or anticipated savings or loss of data, arising from:

- our acting upon any instructions in accordance with your Account Operating Instructions; or
- our acting or omitting to act wholly or partly in accordance with an instruction that is, or appears to be, given by you or on your behalf in relation to an Account or other dealing with us; or
- an event or cause outside our reasonable control including but not limited to acts of God, power failure or variation in the supply of power, equipment or systems failure, failure of a telecommunication link, strikes, riots, acts of war and or terrorism, lockouts or industrial disturbances, communication line failures, systems or processing system failure; or
- a failure by you to comply with any relevant terms for giving instructions; or
- our failure to act on any instruction we consider to be unclear or illegible, or where there are insufficient cleared funds available in your Account,
- any liability or expense which may be incurred in connection with the Account;
except where a loss is directly caused by our fraud or wilful negligence.

2.2 You agree that where the Products and Services provided under these Terms are supplied or acquired in trade, to the maximum extent permitted by law, we and you contract out of the provisions of the Consumer Guarantees Act 1993.

2.3 You shall be liable to the Bank for any loss arising from unauthorised access to your Account caused or contributed to by you. You will be regarded as having caused or contributed to loss arising from unauthorised access to your Account if (for example, but not limited to) you:

- provide any other person with personal identification

(i.e. any form of identification that is personal to you, including but not limited to, your birth certificate, passport, drivers license or any other form of photo identification) ("Personal Identification") which could enable a third party to represent themselves as you or an Authorised Signatory or to obtain access to, or to operate, your Account; or

- ii. provide any person with information on your Account (including, without limitation, your bank statements, FastCash, Visa Debit or credit cards or any information related to your Account) ("Account Information") which could enable a third party to obtain access to your Account; or
- iii. fail to keep your Personal Identification and/or Account Information secure; or
- iv. do not at all times take reasonable and prudent precautions to prevent unauthorised access to your Account; or
- v. unreasonably delay notifying the Bank of disclosure or theft of your Personal Identification or Account Information; or
- vi. act fraudulently.

3. Alteration of Terms and Receipt of Communications

- 3.1 Subject to conditions 3.2 and 3.3, we may change any or all of these Terms at any time.
- 3.2 We will not change the specific terms contained in condition 17 that apply to your term deposit unless:
 - i. we allow you to withdraw all or part of your term deposit before the maturity date;
 - ii. we end your term deposit before the maturity date in circumstances described in condition 10; or
 - iii. you and we agree.
- 3.3 We will not change the specific terms contained in condition 18 that apply to your Savings Plus account other than to:
 - (i) introduce minimum or maximum account balances;
 - (ii) alter the maximum account balance eligible for reward interest; or
 - (iii) change the number of qualifying withdrawals for reward interest.If we:
 - (i) introduce a minimum or maximum account balance;
 - (ii) decrease the maximum account balance eligible for reward interest;
 - (iii) decrease the number of qualifying withdrawals for reward interest;
 - (iv) introduce a new fee or charge or increase an existing fee or charge,we will give you at least 14 days notice of the change and make the change effective from the beginning of the next calendar quarter.
- 3.4 When informing you of a change to these Terms, we will:
 - i. give at least 14 days notice of the change; and
 - ii. communicate such change, either by direct communication, by display in our branches, by notice

in the media (including public notice), by notice on our website, or by any other method of electronic communication used by you.

- 3.5 We do not have to give you advance notice if we need to make changes immediately to restore or maintain the security of a system or an individual facility, including the prevention of systemic or individual criminal activity, including fraud.
- 3.6 We may change our interest rates at any time without advance notice. We will communicate such changes to you in accordance with 3.4(ii).
- 3.7 We may at any time add to, modify or withdraw any of the Accounts or Services we offer. Where you have an account we are withdrawing, we will offer you another type of Account instead. You can close your new Account or switch to another Account we offer at any time.
- 3.8 You may not change these terms without our written agreement.
- 3.9 Other information or changes that may affect your business with us will be communicated in one or more of the following ways:
 - i. direct communication (e.g. by letter, by email, by fax or by telephone); or
 - ii. statements in the media (including public notices in major daily papers) or by displaying information at our branches.
- 3.10 Where such information is on our website, it may be noted there.
- 3.11 When we introduce new accounts, products or services, we will ensure information on the price, nature, and/or terms and conditions of the account, product or service is available. We may communicate with you about new accounts, products or services.
- 3.12 You are deemed to have received any communication from us three days after we have posted such a communication to your last notified address. In the case of a facsimile communication you are deemed to have received such a communication on the date and at the time sent by us to your last notified facsimile number. In the case of an email communication you are deemed to have received such a communication on the date and time sent by us to your last notified email address.

4. Change of Details

- 4.1 You agree to promptly notify us of any changes to your name, Beneficial Owners, address, registered office (if applicable), telephone or facsimile number and email address.
- 4.2 You agree to advise us without delay of any change in your legal status or capacity, or your rights in respect of any Account and of any other change affecting your business relations with us. Any such notice will only be effective upon receipt by us.
- 4.3 You agree to promptly notify us if you are unable to pay your debts as they become due in the normal course of business; and/or the value of your liabilities, including contingent liabilities is greater than the value of your assets; or proceedings are commenced; or an order is made; or any step is taken for your liquidation or dissolution.

5. Complaints Procedure

- 5.1 If you have a complaint or a problem, we want to know so we can fix it. Most problems can be resolved by discussion with your Relationship Manager or Branch Manager. They will explain the Bank's complaint procedures to you and should be able to resolve any problems you may have. However, if the issue remains unresolved your complaint can be directed to the Bank's Customer Care Department.
- 5.2 If resolution has still not been achieved and you remain dissatisfied with the outcome of the Bank's consideration of the complaint, you may be able to refer your complaint to the Banking Ombudsman, by writing to:
- The Office of the Banking Ombudsman
Level 5, Huddart Parker Building
1 Post Office Square
Wellington, New Zealand
- You may also contact the Office of the Banking Ombudsman by calling (04) 471 0006 or 0800 805 950 (P.O. Box 25327, Featherston Street, Wellington).

6. Accounts

General

- 6.1 We reserve the right to decide not to provide credit or a Product or Service to you.
- 6.2 To open an Account, you are required to complete our Account Operating Instructions. When operating an Account or utilising a Product or Service, you may be required to complete or use our standard forms, or forms approved by us, relating to that Account, Product or Service and to comply with our procedures and requirements.
- 6.3 Each person authorised to open the Account, each Authorised Signatory and each Beneficial Owner will be required to provide us with proof of their identity and address to open the Account and at other times, for example, when you deposit or withdraw amounts out of your account.
- 6.4 You may be required to provide certain information from time to time, for example, if you are a company, we may collect and verify company incorporation and registration details. If you are a trust, we may ask you for information such as information on the beneficiaries of the trust and evidence of existence of the trust. If you are a partnership, we may require information including evidence the partnership exists, the full name of the partnership and the names of the partners. For other organisations, the kind of information we collect and verify will depend on the type of organisation you are.
- 6.5 During your relationship with us we may ask for and collect further information about you and your dealings with us.
- 6.6 When you are dealing with us by telephone, your conversation with us may be recorded for verification or training purposes.
- 6.7 We may require a minimum deposit into an Account immediately upon opening.
- 6.8 The same base number may be used with different suffixes for each Account under the same name(s).
- 6.9 We may determine the order of priority of payments required or requested to be made on the same day from your Account.
- 6.10 Payments may be declined or reversed if there are insufficient cleared funds in your Account or credit limits agreed with us are exceeded. We may also decline payments for other reasons.
- 6.11 A deposit (by cheque or any other form) to your Account may not be available for you to withdraw until the payment is cleared. When funds become available may depend on a number of factors including the type of Account, type of payment used and whether the payment was made on a business day and within banking hours. If we permit you to draw against uncleared funds, we are providing credit and will require to be repaid (including interest and charges) if the payments into your Account are reversed out.
- 6.12 If you receive a foreign payment into your account our Foreign Exchange Terms and Conditions apply to that payment. A copy of the Foreign Exchange Terms and Conditions is available from any ASB branch and at asb.co.nz.
- 6.13 You must check your bank statements and other account information for each Account to make sure the transactions on them are correct. You must notify us in writing within 60 days from the date your bank statement is sent to you of any incorrect entry in the bank statement or if you have elected not to receive paper statements within 60 days from the date of any incorrect entry. Failure to notify us in this manner shall, to the fullest extent permissible by law:
- i. be deemed to be acceptance by you that the balance in that Account and all transactions recorded in your bank statement and other account information are lawful and correct; and
 - ii. provide us with a full defence against any action taken by you for any claims of any nature including claims for breach of contract, negligence, wrongful debiting of funds and any other tort, equitable remedy or any other cause of action whatsoever brought against us in respect of the Account or transaction recorded in the bank statement or other account information.
- 6.14 We are not obliged to accept or verify compliance with conditional instructions or credits requested to be applied for any specific purpose. If any such instruction or credit is accepted, we have no liability to you if the condition or instruction is not correctly complied with.
- 6.15 We are not obligated to check or verify you are acting in accordance with your governing documentation, for example your trust or company constitution.
- 6.16 If you are a New Zealand tax resident we are required by law to deduct Resident Withholding Tax (RWT) from any gross interest payable by us, unless your IRD number is included on the Inland Revenue's RWT Exemption Register. If you are a tax non-resident we are required by law to deduct Non-Resident Withholding Tax (NRWT) or Approved Issuer Levy (AIL) (AIL will be deducted if you have elected this). In order for us to be able to treat you as exempt from NRWT and AIL, you will need to provide us with a notification from the Inland Revenue indicating that you are exempt from NRWT.

- 6.17 If you are a non-resident, you can in certain circumstances elect for Approved Issuer Levy (AIL) to apply instead of Non-Resident Withholding Tax. If you have made this election and we are able to lawfully apply AIL, we will:
- (a) not deduct Non-Resident Withholding Tax from gross interest payable on your account;
 - (b) pay to the Inland Revenue the prescribed amount of AIL; and
 - (c) deduct an amount equivalent to the AIL paid to the Inland Revenue from the gross interest before it is credited to your account or paid to you.

The AIL deduction amount is not refundable.

- 6.18 We may require that:
- i. where the Customer is a company or body corporate, the directors or any other persons who control the Company or body corporate (irrespective of their title) and the Signatories;
 - ii. where the Customer is a Limited Partnership, all general partners of that Limited Partnership and all the directors, partners and trustees of those general partners;
 - iii. where the Customer is a partnership, the partners of the partnership and the Signatories;
 - iv. where the Customer is a Trust, the trustees of the Trust and the Signatories;
 - v. where the Customer is an Incorporated Society, the Officers of an Incorporated Society and the Signatories;
 - vi. where the Customer is an Unincorporated Society, the members of an Unincorporated Society and the Signatories,
- provide information regarding their personal background and financial position for the purposes of enabling us to obtain a personal credit and fraud check.

Partnerships

- 6.19 If you are a partnership, you must immediately notify us of the retirement or death of an existing partner, the appointment of a new partner and the dissolution of the partnership. Any retirement shall only be effective from the date of receipt of such notice by us, and a retiring partner remains liable for partnership indebtedness (including contingent and future obligations) incurred up to that date.
- 6.20 Upon retirement or appointment of a partner you will be required to provide a new Partnership Certificate.
- 6.21 If an Account is a joint account or is operated by a partnership, the liability of each joint account holder or partner is joint and several.

Limited Partnership

- 6.22 Each general partner of a Limited Partnership has joint and several liability with the Limited Partnership and the other general partners for unpaid debts and liabilities of the Limited Partnership (unless agreed otherwise).
- 6.23 You must immediately notify us of any changes (including but not limited to the resignation or

appointment) to the general partners, or if a terminating event (set out in the Limited Partnership Act 2008 and/or your Limited Partnership agreement) occurs or is likely to occur. You will comply with your legal obligations upon the occurrence of a terminating event. Any retirement of a general partner shall only be effective from the date of receipt of such notice by us, and a retiring general partner remains liable for the unpaid indebtedness of the Limited Partnership (including contingent and future obligations) incurred up to that date.

- 6.24 Upon the retirement or appointment of a general partner, the continuing and any new general partners will be required to provide a new Limited Partnership Certificate.

Trusts

- 6.25 Each person who is a trustee of the trust shall remain liable for the trust's obligations to us after ceasing to be a trustee until released in writing by us.
- 6.26 Upon retirement or appointment of a trustee, the continuing and any new trustee(s) will be required to provide a new Trustee Certificate.
- 6.27 Unless the terms and conditions relating to a particular Product or Service provide otherwise, a trustee shall be liable both in his/her capacity as trustee and personally. However, independent trustees (such as a lawyer or accountant) who have no direct or indirect interest in the trust and whose liability we have agreed is limited in that capacity, will not be personally liable to us if the assets of the trust are not sufficient to repay indebtedness to us. This limitation of personal liability will not apply to the extent that the trust assets have been diminished by, or we cannot have recourse to the trust assets because of, one or more of the following circumstances:
- i. the dishonesty of, or wilful breach of trust by, the independent trustee at any time; and/or
 - ii. a term of the trust excludes or limits the independent trustee's right to be indemnified against the liability.
- 6.28 Where you are a discretionary trust, the trustee(s) of the trust must notify ASB when a beneficiary of the trust receives a distribution from the trust.

Incorporated Societies

- 6.29 An Incorporated Society is registered under either the Incorporated Societies Act 1908 or the Charitable Trusts Act 1957. An Incorporated Society must provide us with evidence of any relevant authorisation approving the opening and operation of any Account. If any of these documents are amended in any way you shall immediately provide us with a copy of the amended documents.

Unincorporated Societies

- 6.30 If the Account is opened by an Unincorporated Society the liability of each member is joint and several. An Unincorporated Society must provide us with evidence of any relevant authorisation approving the opening and operation of any Account. If any of these documents are amended in any way you shall immediately provide us with a copy of the amended documents.

Body Corporates

- 6.31 If an Account is opened by a body corporate the liability of each registered proprietor is joint and several.

Third Party Funds

- 6.32 If you hold funds in trust or otherwise on behalf of third parties ("Third Party Funds") you agree and acknowledge:
- to comply with your fiduciary obligations in respect of the Third Party Funds and advise any third party for whom you are holding Third Party Funds on trust of your fiduciary obligations in respect of the Third Party Funds and responsibilities in respect of operating the Account in which the Third Party Funds are held; and
 - not to perform any transaction using Third Party Funds that is not authorised by the third party for whom you are holding the Third Party Funds on trust; and
 - to the extent permitted by law, under no circumstances shall we be liable to you or any other person for, and you indemnify us from and against any direct or indirect loss, claim, delay, charge, expense, cost, damage or any other liability ("loss") and consequences of whatsoever nature arising as a result of you or any other person opening and or performing any transaction on any Account in which Third Party Funds are held that is not authorised by the third party for whom you are holding the Third Party Funds on trust; and
 - that we may require the third party to provide proof of their identity and address.
 - where you provide information about a third party to us in connection with a Product or Service, before providing the information you will obtain all authorisations and consents required by law or regulation for our collection, use and disclosure of that information for the purposes of providing the Product or Service and complying with our legal or regulatory requirements.
- 6.33 If you are a reporting entity under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009 or a person subject to the Financial Transactions Reporting Act 1996 you agree to provide us with the names and dates of birth of the third parties for whom you are holding Third Party Funds and the means of verifying that information when requested by us.

Operation of Accounts

- 6.34 From time to time we may require that you confirm the names of all persons authorised to operate your Account(s) as Authorised Signatories, by completing our ASB form for this purpose or as otherwise agreed with us. We will require you to complete this form where you wish to change the persons authorised to operate your Account(s).
- 6.35 We may also require you to provide details regarding the number of Signatories you require to operate your Account(s) in accordance with your Account Operating Instructions.
- 6.36 You must decide and advise us how many Signatories are required to authorise any transaction. The same number

of Signatories will apply across all Account suffixes, regardless of the Product you are using (e.g. cheque, FastNet Business) or the amount of the transaction. If you have different persons authorised to operate your foreign currency accounts, you may choose the number of those persons required to authorise any transaction on the foreign currency accounts.

- 6.37 Where you have instructed us that two or more Authorised Signatories are required to operate your Accounts, then the number of Authorised Signatories specified by you must together give us instructions on your Accounts. There are some limited maintenance functions that any one Authorised Signatory may do independently of the other Authorised Signatories on your Accounts, for example, requesting information on transactions, stopping a cheque and ordering a statement.
- 6.38 We may place restrictions on the number of Authorised Signatories you can specify to operate your Accounts. Where we do this we will endeavour to contact you beforehand.

Disputes

- 6.39 If a dispute occurs between Signatories, Directors, Partners or General Partners, or other parties reasonably claiming an interest in the Account upon receiving written or oral confirmation, we may at our sole discretion, suspend operation of the Account until notification of agreement has been received to our satisfaction.
- 6.40 If we receive contradictory instructions from any persons we reasonably believe are authorised to operate an Account we may refuse to act on any or all such instructions.
- 6.41 We may accept instructions from any one Authorised Signatory to suspend operation of the Account even if the Account Operating Instructions require two or more Signatories.

Operation of Joint Accounts

- 6.42 If you have specified that two or more joint customers are required to operate your joint accounts, those joint customers must together give us instructions on your joint accounts. There are some limited maintenance functions that any one of you may do independently of the others on your joint accounts, for example, requesting information on transactions, stopping a cheque and ordering a statement. If you have specified that two or more joint customers are required to operate your joint accounts you will not have access to FastCash cards, FastNet Mobile, FastPhone, FastNet Classic (you may have access to view balances and access statements) and Save the Change services.

7. Interest and Charges

- 7.1 This condition 7 does not apply to term deposits. How we calculate and pay interest, and what charges are payable, on term deposits is described in condition 17. Conditions 7.2 and 7.3 do not apply to Savings Plus accounts. How we calculate and pay interest on Savings Plus accounts is described in condition 18.

- 7.2 We will calculate any interest we pay or charge on a daily basis. You can find our current interest rates at any ASB branch and at asb.co.nz.
- 7.3 We pay interest, if any, monthly by crediting it to your Account.
- 7.4 We may deduct from your Account bank charges, government charges, and any amounts owed by us, including:
- i. fees and service charges that relate to any of your Accounts - details of these can be found in our Guide to Business Banking Fees brochure available from any ASB branch and at asb.co.nz;
 - ii. any expenses we reasonably incur in connection with your Accounts;
 - iii. interest when you exceed your agreed borrowing limit or when your Accounts become overdrawn, with or without prior arrangement with us; and
 - iv. interest on an unpaid interest.
- 7.5 We may take any interest and charges you owe us from the same Account or from any of your Accounts with us including any joint accounts.

8. Unpaid funds due to us

- 8.1 We shall be entitled at any time to set off the debit balance on any Account against the credit balance in any other Account in whatever currency denominated and regardless of the fact that such funds may be held under different base Account numbers.
- 8.2 If you owe us money, in any capacity, whether personally, as a guarantor, as a joint borrower or otherwise which is due but unpaid, whether it is owed solely by you or with others, we may without prior notice and in whatever order we choose, apply any of the following amounts towards that unpaid amount:
- i. any credit balance of yours with us;
 - ii. any other amount owing to us by you;
 - iii. where you are a trust, any amount owing by us to any trustee who is liable in his/her personal capacity; or
 - iv. where you are a partnership, any amount owing by us to any partner.
 - v. where you are a limited partnership, any amount owing by us to any general partners.
- 8.3 For this purpose we may transfer funds from one Account to another, may use funds in one currency to buy another currency and may break any term deposit held by any of the persons described above. We may apply funds from any joint Account to which you are a party, so long as you have authority to give instructions on that Account without another signatory.
- We will promptly inform you if we apply funds you have deposited with us to offset your debts with us.
- 8.4 You must pay, upon demand, any costs incurred by us in collecting amounts overdue for payment on any account (including, but not limited to, tolls, collection agent's costs and legal fees on a solicitor (and own client basis).

9. Suspension of an Account

- 9.1 We may suspend the operation of an Account without prior notice if:
- i. we are notified by any party to the Account of a dispute over either the ownership of funds or operation of the Account; or
 - ii. we learn of your death, bankruptcy, or that you have been adjudicated bankrupt or been presented with or filed a bankruptcy petition, or any other lack of legal capacity; or
 - iii. you are or become insolvent or unable to pay your indebtedness as it falls due in the normal course of business, or proceedings are commenced, or an order is made, or any step is taken for your liquidation or dissolution; or
 - iv. you fail to pay any amount due to us or default in your obligations under any agreement with us; or
 - v. there are insufficient funds to cover payment instructions given by you; or
 - vi. any statement made by you in connection with your Account(s) is not true; or
 - vii. we require clarification of the authority of the person representing you in your dealings with us; or
 - viii. to protect one or all of the parties to the Account, us or a third party who has reasonably claimed an interest in the Account; or
 - ix. there is a legal requirement, or a court or other authority tells us to act in that way or that the operation of the Account should be suspended; or
 - x. we reasonably believe or suspect that carrying out your instruction will give rise to a cause of action against us; or
 - xi. we reasonably believe that you, or payment into or out of your account are subject to a New Zealand or international sanction regime; or
 - xii. any person authorised to open the Account, any Authorised Signatory or any Beneficial Owner does not meet our identification requirements at any time; or
 - xiii. we consider in our sole discretion that we have any other reasonable grounds to do so.
- 9.2 You agree to reimburse us for any costs (including legal fees on a solicitor and own client basis) expense or loss we incur in connection with any of the above matters.
- 9.3 When operation of an Account is suspended, we will advise you and all Signatories as soon as possible.

10. Closure of an Account

- 10.1 This agreement will continue until you or we end it.
- 10.2 You may close an Account (other than a term deposit), end a Service and, where all Accounts are closed and Services ended, end this agreement by advising us at any ASB branch or by phone. Where you close your Savings Plus account your interest will be adjusted - see condition 18.
- 10.3 You can ask to withdraw all or part of your term deposit before its maturity date by coming into a branch or by phoning 0800 650 506. We may agree to or refuse your request for any reason. If we agree to your request

the returns on your term deposit will be adjusted as described in condition 17.

- 10.4 We may close any Account (other than a term deposit), end any Service, and where all Accounts are closed and Services ended, end this agreement by writing to you and giving you 14 days notice. Where we close your Savings Plus account your interest will be adjusted - see condition 18.
- 10.5 We may close an Account (other than a term deposit) or end any Service and, where all Accounts are closed and Services ended, end this agreement immediately if:
- you are, or we reasonably consider you may be, using or obtaining or allowing someone else to use or obtain, a Service or money illegally, acting fraudulently or unlawfully, or behaving improperly (for example, in a threatening or abusive manner); or
 - we reasonably consider that by continuing the agreement we may breach a court order or other legal requirement; or
 - you have broken this agreement in any other way.
- 10.6 We may end your term deposit before its maturity date in the following circumstances:
- if we allow you to withdraw a part of your term deposit early and the remaining principal amount is less than the term deposit minimum at that time;
 - if we exercise any of our rights to combine your Accounts or to set-off amounts you have deposited with us against amounts you owe us and the remaining principal amount is less than the term deposit minimum at that time;
 - If we have reasonable grounds to do so, including if you are or we consider you may be using or obtaining an Account, Service or money illegally, acting fraudulently or unlawfully, or behaving improperly; or
 - If we reasonably consider that by allowing the term deposit to continue we may breach a court order or other legal requirement.

If we end your term deposit before its maturity date, the returns on your term deposit will be adjusted as described in condition 17.

- 10.7 When an Account is closed, we will request that you return or destroy all unused cheques and any card relating to that Account.
- 10.8 Any funds remaining in your Account at time of closure will be returned to you, subject to any terms and conditions, fees or interest applying to those funds and any court order, sanction or other legal requirement. Further, if there is any dispute over these funds we may not be able to return them to you.

11. Insolvency/Liquidation

- 11.1 If you become insolvent or commit an act of bankruptcy, or are placed in liquidation you agree that you shall have no right to withdraw any credit balance held with us, or to require repayment of that amount if you are indebted to us in any way.

We may withhold and retain any such amount until we are satisfied that the indebtedness has been extinguished.

12. Security

- 12.1 If you have provided, or in the future provide, us with a security interest over any property it will also secure any money you owe us under this agreement. This is subject to any other agreement you make with us. If you fail to meet your commitments to us, then to the extent of that security interest we may be entitled to repossess and sell that secured property.

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

- 12.2 Unless otherwise agreed with us, you must not give someone else a security interest over the same property. If you do, we may require you to repay your overdraft or, we may exercise our rights of enforcement under the security.
- 12.3 If we hold any property, items or documents for you for any purpose, and you owe us money, we may at our discretion exercise a lien over the property, item or document as security.

13. Cash

- 13.1 Where you pay cash into your account at an ASB branch we will show it in your account that day. We will allow you to use it straight away. We may require you to provide proof of your identity, address, and where the cash has come from where the amount is over certain limits set by us.
- 13.2 Where you pay cash into your account via Business Express or an ASB ATM Bag Deposit we will show it in your account and we will allow you to use it as soon as it is counted and verified by us. If there is a discrepancy between the amount you write on your deposit bag and the amount we verify is contained in the bag, the verified amount will be paid into your account.
- 13.3 Where someone else pays cash into your 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 may not allow you to use the cash or we may not accept the payment, until this proof has been provided.
- 13.4 Where you pay cash into your account directly at an ASB ATM we will show the money in your account straight away but you will not be able to use the cash until it has been counted, which will be the next business day.

14. Cheques

General

- 14.1 You should keep your chequebook safe at all times. You should never sign cheques in advance, or leave any details blank after a cheque has been signed. The loss of your chequebook, any cheques or any unauthorised withdrawals from your Account should be reported to us immediately. The Police may also need to be notified.
- 14.2 Like any other cheque, bank cheques need to clear and

the funds may not be available to you until this process is complete.

- 14.3 We may refuse to pay out on a cheque which has been stopped by another party, incorrectly or partially completed, is post dated or where there are insufficient funds in the Account. We may charge a fee if this occurs.
- 14.4 We may ask you for identification when you cash a cheque and we will explain our reasons for doing so on request.
- 14.5 Unless other arrangements are agreed by us, we may automatically mail to your last notified address recorded by us, a new cheque book on receipt of a nominated cheque(s) in the current cheque book.
- 14.6 We may close an Account and recall all unused cheques if there are insufficient funds to cover cheques issued.
- 14.7 When an Account is closed we are entitled to request and you are required to return to us all cheques you hold, and any card(s) relating to the Account.
- 14.8 You agree to take all reasonable care to ensure that cheques are not stolen, forged or altered in any way and to prevent any other fraudulent use of the Account. You agree to promptly report to us any fraudulently used, lost, or stolen cheques.

Stopped Cheques

- 14.9 We will make reasonable efforts to stop payment on any cheque issued on your Account (excluding a bank cheque) when you request us to do so.
- 14.10 At the time you request a stop, we may not be able to establish whether or not the cheque can be stopped. We will not be liable in these circumstances.
- 14.11 We are the sole owner of our bank cheques and are not obliged to stop a bank cheque issued upon your request. However, we may do so if the cheque has been lost, stolen or returned to us by you. Bank cheques cannot be stopped for example because you have changed your mind about a transaction after handing the cheque over to another person or a transaction between the parties has broken down through the supply of faulty goods and services.
- 14.12 We will not be liable for any damages suffered by you as a result of our stopping payment on a cheque or dishonouring a cheque unless we have acted fraudulently or negligently.
- 14.13 Where any cheque, including a bank cheque, is credited to your Account and a stop payment is placed on the cheque by the payer, we shall debit your Account for the value of such a cheque without reference to you.
- 14.14 Where you deposit a cheque into your account at an ASB Branch we will show the funds in your account straight away. The funds will not be available for you to use until they have cleared. This usually takes four business days.
- 14.15 Where you deposit a cheque into your account at an ASB ATM or via a Business Express deposit the funds will show in your account as soon as they have been processed. This usually takes two business days. The funds will not be available for you to use until they have cleared. This usually takes four business days.

15. Overdrafts

- 15.1 Overdrafts are always repayable on demand. This means we can ask you to repay all or part of your overdraft (and any interest and charges) at any time. We can also reduce your overdraft limit at any time.
- 15.2 Interest rates on overdrafts and other amounts owed to us are subject to market fluctuations and may be varied by us at any time. This is subject to any other agreement you make with us.
- 15.3 A communication from us setting out the amount you owe us is proof that you owe the amount stated in the communication unless you prove otherwise.
- 15.4 If we have agreed with you that you will make monthly repayments of your overdraft and 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:
 - (a) make a request to us in writing which explains your situation and requests the change; and
 - (b) 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.
- 15.5 You can cancel your overdraft at any time by advising us at any ASB branch or by phone. Where you cancel your overdraft you must repay the debit balance of your account immediately. We may charge you, and you must pay:
 - (a) the amount of any reasonable charges we have to pay in connection with the cancellation of the overdraft, for example, legal fees and fees for credit reports; and
 - (b) interest and fees on the debit balance of your account for the period from the day of your first draw down under the overdraft until the day you repay the debit balance on your account in full.

Arranged overdrafts

- 15.6 An arranged overdraft is an overdraft up to a limit we agree, taking into account your personal circumstances, and which you arrange with us in advance so as to increase the available funds in your account. We will provide you with the terms specific to your arranged overdraft before we give you the overdraft.
- 15.7 If there is any amount overdrawn on your account on the date we give you an arranged overdraft that overdrawn amount will be deemed to be repaid in full and re-advanced under your arranged overdraft.
- 15.8 You may draw and pay within your overdraft limit more than once and redraw amounts paid. If you exceed your overdraft limit at any time you must pay the amount over limit immediately.
- 15.9 You will pay interest at the annual interest rate on the daily overdrawn balance. We calculate interest on the basis of the number of days elapsed and a 365 day year.

Interest will be debited to your account on the 2nd of each month or, on the last day of the month if you have an ASB Unlimited account, and when your account is closed. Annual interest rates are available from any ASB branch and at asb.co.nz.

- 15.10 You will be charged an establishment fee at the establishment of your overdraft limit, and a monthly overdraft facility fee. These will be debited to your account on the 2nd of each month or, on the last day of the month if you have an ASB Unlimited account, and when your account is closed. Please refer to our Guide to Business Banking Fees brochure for these fees, a copy is available from any ASB branch and at asb.co.nz.
- 15.11 We may agree to temporarily increase your overdraft limit for a period of 30 days. You will be charged an establishment fee at the establishment of your temporary overdraft limit increase. At the end of the 30 day period your overdraft limit will revert back to the limit in place before the increase.
- 15.12 If you exceed your overdraft limit this will be treated as an unarranged overdraft and you will be charged interest at our unarranged overdraft interest rate (see condition 15.15 for a description of how this is charged) and you will be charged a monthly unarranged overdraft fee until the amount in excess of your arranged overdraft limit is repaid in full. You will be required to pay this interest and fee without notice or demand from us. Please refer to our Guide to Business Banking Fees brochure for this interest rate and fee, a copy is available from any ASB branch or at asb.co.nz.
- 15.13 If we require you to provide us with security for your overdraft the provisions of condition 12 of these terms and conditions apply.

Unarranged overdrafts

- 15.14 If you try to make a payment out of your account for which you do not have available funds (for example, you do not have an arranged overdraft or you exceed your arranged overdraft limit), we will treat this as a request for an unarranged overdraft. We will consider whether we agree to your request taking into account your personal circumstances. We will not be liable to you if we do not agree to give you an unarranged overdraft.
- 15.15 Where we agree to give you an unarranged overdraft, you will be charged interest at our unarranged overdraft interest rate and charged a monthly unarranged overdraft fee. Please refer to our Guide to Business Banking Fees brochure for this rate and fee, a copy is available from any ASB branch or at asb.co.nz.
- 15.16 We will charge you interest on the daily unarranged overdraft balance. Interest will be calculated daily and charged to your account on a monthly basis. We calculate interest on the basis of the number of days elapsed and a 365 day year. Interest and the monthly unarranged overdraft fee will be debited to your account on the 2nd of each month or, on the last day of the month if you have an ASB Unlimited account, and when your account is closed.

16. Electronic Payments or Transfers

General

- 16.1 This section refers to all payments made by Automatic Payment, Direct Debit and Direct Credit or any other medium whereby funds are transferred electronically by us on your behalf.
- 16.2 We will endeavour to make payments as instructed but accept no liability for any inaccuracy or delay in payment, or for any refusal or omission to make any payment due to circumstances beyond our reasonable control. We may stop or alter a payment without notice, if circumstances reasonably require us to do so.
- 16.3 It is your responsibility to ensure cleared sufficient funds are available in your Account at all times during the required payment date. If the payment is not made for any reason, then it is your responsibility to make sure the payment is subsequently made.
- 16.4 Should the required payment date be a non-business day, payment may still be made on that day, provided there are sufficient funds available.
- 16.5 It may not be possible to stop or reverse electronic payments once they have been made. Payments you have made in error can only be recovered from the account they have been paid into with the consent of the account holder. We will use reasonable efforts to recover the payment and, if we manage to do so, we may charge you our reasonable costs.
- 16.6 If you receive any payment made in error to your Account you consent to us reversing that payment.
- 16.7 There may be circumstances where we can reverse payments paid into your Account, such as when we have made an error.
- 16.8 You can take money out of your transaction Accounts in many different ways, such as by cheque, card, in cash, direct transfer to another account or direct debit. There may be some limits to the ways you can take money out of a savings account, compared to a transaction Account.

Automatic Payments

- 16.9 We accept no responsibility or liability for the accuracy of the information provided by you and contained in the payment information fields on the Automatic Payment Authority or for failure to transmit such information in the manner requested due to circumstances beyond our reasonable control.
- 16.10 An Automatic Payment Authority may be terminated or reduced by us. Reasonable notice shall be given to you provided the alteration has not occurred because of insufficient funds in your Account, although we reserve the right to waive prior notice to you where circumstances dictate that it is impractical or imprudent to do so. We will not be liable for any losses suffered as a result of such termination or reduction. In all other cases

the Automatic Payment Authority will remain in effect in respect of all payments made in good faith, until notice of your death, bankruptcy, dissolution, insolvency or cancellation of the Automatic Payment Authority is received by us.

- 16.11 Automatic Payments can be cancelled by completing the appropriate written or electronic form, which is available on request. The cancellation must be presented at least one business day before the payment is due.
- 16.12 Fees may be charged by us for loading an Automatic Payment, if there are insufficient funds in your Account, or you alter an existing Automatic Payment.

Direct Debits

- 16.13 Direct Debit amounts and payment dates vary. They are initiated by the company/business receiving the payment, not us.
- 16.14 You must immediately notify the business receiving the payment of any change to your Account details.
- 16.15 Direct Debits can be cancelled by completing the appropriate form at any branch. This cancellation must be presented to us at least four business days before the next payment is due. You should also inform the company/business receiving the payment that the Direct Debit is to be cancelled.
- 16.16 We will take and promptly process any complaint you have that a Direct Debit was unauthorised or otherwise irregular. You must also notify the business receiving the payment of the complaint.

Direct Credits

- 16.17 It is your responsibility, not ours, to inform the payer, of any changes to your Account details.

17. Term Deposits

- 17.1 Term deposits are covered by these Terms.
- 17.2 A term deposit is a New Zealand dollar deposit that earns a fixed rate of interest for a fixed term. By investing in a term deposit you are agreeing to invest your money for a fixed period of time.
- 17.3 To invest in a term deposit, you must either be an existing customer or first comply with our account opening terms and conditions.
- 17.4 You can make a deposit in any manner agreed with us, including cheque, cash, or transferring money from another account with us. The amount you invest is payable to us at the time your term deposit is made.
- 17.5 We will pay interest at the frequency and rate agreed with you at the time you make your term deposit.
- 17.6 You can invest in a term deposit for a term of between 30 days and five years. Other terms may be available from time to time.

- 17.7 You can elect for interest to be payable as set out in the following table:

Term	Minimum investment	Interest frequency options	Interest payment options	Interest calculation method
Less than 6 months	\$5,000	On maturity	Paid to your nominated ASB or other bank account in New Zealand, or invested together with the principal amount into a new term deposit.	Interest is calculated based on the annual interest rate and the number of days in the term.
6 months or greater	\$10,000	Monthly	Paid to your nominated ASB or other bank account in New Zealand.	Interest is calculated based on the annual interest rate and the number of days in the month.
	\$5,000	Quarterly; six-monthly; annually	Paid to your nominated ASB or other bank account in New Zealand, or compounded (i.e. reinvested in the same term deposit).	Interest is calculated based on the annual interest rate and the number of days in the interest period.
	\$5,000	On maturity	Paid to your nominated ASB or other bank account in New Zealand, or invested together with the principal amount into a new term deposit.	Interest is calculated based on the annual interest rate for each full year, and where applicable, as though there was an annual compound of interest on the anniversary of the initial investment. Interest for a part year is calculated based on the annual interest rate and the number of days in the part year.
Term deposits advertised as special				
As advertised for the special.	As specified in the conditions of the special.	As specified in the conditions of the special.	As above, depending on the interest frequency option or options specified in the conditions of the special.	As above, depending on the interest frequency option or options specified in the conditions of the special.

- 17.8 The minimum amount you may invest in a term deposit is set out in the table above. The maximum amount you may have invested, either solely or with any other person, in one or more term deposits at any one time is \$10,000,000. For a term deposit advertised as a special, the minimum and maximum amounts you may invest may differ. We may change the minimum and maximum amounts you may invest from time to time.
- 17.9 No charges are payable in connection with a term deposit, except:
 - a. if we allow you to make an early withdrawal;
 - b. where your term deposit is ended by us before its maturity date;
 - c. if we exercise any of our rights to combine your accounts or to set-off part of your term deposit against amounts you owe us; or

- d. if you are a non-resident investor and you elect for ASB to pay Approved Issuer Levy (AIL).
- 17.10 It is at our discretion whether we agree to you making an early withdrawal of your term deposit prior to the maturity date. Information on our process for making an early withdrawal from a term deposit is available at asb.co.nz.
- 17.11 If we allow you to make an early withdrawal we will apply a reduced rate of interest to the amount that is withdrawn early. The reduced rate of interest will be the reference rate less 2% per annum. The reference rate is the standard interest rate for term deposits offered to the public by us on the date you made your term deposit:
- a. for an amount equal to the amount of your term deposit;
 - b. for the period from the date you made your term deposit to the date of early withdrawal (the completed term).

If you have reinvested your term deposit at any time the date you made your term deposit is the date of reinvestment.

- 17.12 The adjusted interest payable on the amount withdrawn early will be interest at the reduced rate for the completed term, using the interest calculation method for the 'on maturity' interest option set out in the table above. We will deduct any gross interest already paid on the amount that is withdrawn early from the interest payable. If this is more than the interest at the reduced rate for the completed term we will deduct from the amount that is withdrawn early an amount equal to the difference.
- 17.13 In the event that the interest payable on your term deposit is adjusted due to early withdrawal, then this may result in an overpayment of any withholding tax previously deducted from interest paid on the term deposit. You can generally apply for a refund of overpaid withholding tax (if any) by filing a tax return or other relevant form with the Inland Revenue Department.
- 17.14 If we end your term deposit before its maturity date, or we exercise any of our rights to combine your accounts or to set-off part of your term deposit against amounts you owe us, the returns on your term deposit will be adjusted in the same way as set out above for early withdrawals. The circumstances in which we can end your term deposit before its maturity date are set out in condition 10.6. You can find out the amount of adjusted interest as at the date you contact us from any ASB branch or by phoning ASB's Investor Express Line on 0800 650 506.
- 17.15 We may withhold payment of your returns after the due date if we:
- a. hold your term deposit as security;
 - b. have reasonable grounds to do so, including if there is a third party claim affecting your term deposit; or
 - c. are required by law to do so.

18. Savings Plus

- 18.1 You will earn base interest and, if eligible, reward interest. You can find out the base interest rate and reward interest rate(s) at asb.co.nz. The base interest rate and reward interest rate(s) can change at any time.
- 18.2 Savings Plus pays you a base rate of interest, regardless of the activity on your account. Base interest is calculated on the daily closing balance of your account and is credited to your account once a month. If you close your Savings Plus account or change it to another type of account with us before the end of the month, we will credit any base interest you have earned when your account is closed or changed.
- 18.3 You may earn additional interest as a reward at the end of each calendar quarter, depending on the number of withdrawals that you make during that calendar quarter (e.g. 1 January to 31 March).

Interest you earn	Withdrawals
Base interest plus full reward interest	If you do not make any withdrawals during the calendar quarter.
Base interest plus partial reward interest	If you make one withdrawal during the calendar quarter.
Base interest only	If you make more than one withdrawal during the calendar quarter.

- 18.4 We calculate reward interest on the daily closing balance of your account up to a maximum of \$2,000,000 and credit it to your account quarterly. If you open your account during a calendar quarter, you will be eligible for reward interest from the date your account is opened until the end of that calendar quarter. If you close your Savings Plus account or change it to another type of account with us before the end of a calendar quarter, you will not earn any reward interest for that calendar quarter.
- 18.5 You can ask to withdraw all or part of your account balance at any time, however, a withdrawal made at any time during the calendar quarter (including on the first day or last day of the calendar quarter) will impact the reward interest you earn in that calendar quarter.
- 18.6 You can choose for base interest and any reward interest (after tax) that is paid to your Savings Plus account to be automatically transferred to another ASB bank account. The interest will be transferred immediately after it is paid to your Savings Plus account. The transfer of the interest will not be counted as a withdrawal for reward interest purposes. This means that the transfer of interest will not impact the reward interest you earn in that calendar quarter.
- 18.7 You cannot make withdrawals or payments out of your Savings Plus account by EFTPOS, direct debit, or automatic payment.

19. Save the Change

- 19.1 Save the Change is a service provided by ASB. We reserve the right to vary, change, suspend or withdraw Save the Change at any time without notice.

- 19.2 We accept no responsibility or liability for the accuracy of the information provided by you or for any failure by us to transmit such information in the manner requested due to circumstances beyond our control.
- 19.3 Your Save the Change payment authority may be altered or terminated by us without prior notice. We will endeavour to give you reasonable notice provided the alteration has not occurred because of insufficient funds in your nominated transaction account. In all other cases your Save the Change payment authority will remain in effect until notice of your death, bankruptcy or suspension of Save the Change by you or us.
- 19.4 In order to use Save the Change you need to nominate an eligible transaction account you hold with us and an eligible savings or investment account which you or a family member or friend hold with us. Our eligible transaction, savings and investment accounts are listed on our website (asb.co.nz/savethechange) together with a list of qualifying and non-qualifying transactions. We will only apply Save the Change to transactions on your FastCash and Visa Debit cards in New Zealand.
- 19.5 When you use your FastCash or Visa Debit cards to make a purchase by EFTPOS or make other qualifying electronic payments, the amount of the purchase or payment that is debited against your nominated transaction account will be rounded up to the chosen selected amount and the difference (the "change") will be combined with the change from your other purchases and payments on that day. You authorise us to debit an equivalent amount against your transaction account and make a transfer of this amount to your nominated ASB savings or investment account(s) overnight.
- 19.6 We will not make a Save the Change transfer if that transfer will overdraw your nominated transaction account (or take you further overdrawn, if you have not arranged an overdraft in advance). If you have an arranged overdraft or Orbit/Orbit FastTrack facility with ASB, we will not make a transfer that will take you over your overdraft or Orbit/Orbit FastTrack facility limit.
- 19.7 Joint transaction accounts will only be eligible for Save the Change if they have a one to sign account mandate. We will apply Save the Change to any FastCash or Visa Debit cards issued to all joint account holders and to any qualifying electronic transactions authorised from a joint account.
- 19.8 You may nominate more than one eligible savings or investment accounts (including a family member or friend's accounts) to receive a share of the change for each transfer. This is known as "splitting" or "to split" the change. ASB will divide the change equally between the nominated accounts you wish to split the change. You can nominate the change to be split to up to 10 eligible savings or investment accounts for each ASB transaction account you use with Save the Change. Where the change cannot be split evenly, the first account will receive the additional amount.
- 19.9 If, for any reason a transfer cannot be made to one of your nominated savings or investment accounts, ASB will refund the transfer to your nominated transaction account and ASB will recalculate the split for the next transfer to ensure the change is divided equally ("re-split") between the remaining nominated accounts that transfers can be processed to, until a replacement eligible savings or investment account is nominated by you. Save the Change will automatically be suspended when transfers cannot be made to your only or last remaining nominated savings or investment account. ASB may not be able to advise you of the reasons why a transfer to a family member or friend cannot be processed.
- 19.10 If you change your nominated account(s), Save the Change will only continue to operate if both your nominated replacement transaction account and at least one of your nominated savings or investment accounts remain eligible for Save the Change. The same applies to family and friends' accounts you have nominated. If they change the account you have nominated to an account that is not eligible to receive Save the Change then the change will be re-split to your other nominated accounts or Save the Change suspended if their account is your only or last remaining nominated savings or investment account. We will not be able to advise you when a family member or friend makes changes or closes their savings or investment account(s) that affect your Save the Change.
- 19.11 If any EFTPOS transactions processed on your FastCash or Visa Debit cards or any other qualifying electronic transactions you make are subsequently cancelled or reversed, or you notify us of any fraudulent card activity or payments, after the change has been transferred, the corresponding change will remain in the nominated savings or investment account.
- 19.12 You can change your Save the Change preferences, switch Save the Change on or off or change your nominated accounts through FastNet Classic (if you are registered for this service), at any ASB branch or by calling our Contact Centre at any time. As long as you make those changes to your Save the Change preferences before 3am, those changes will be effective for the previous day.

20. FastCash Cards and FastPhone

FastCash Cards

- 20.1 FastCash cards are covered by these Terms.
- 20.2 You can use FastCash cards to take money from your transactional accounts and some savings accounts by making cash withdrawals from ATMs, (including non-bank ATMs approved by us as a device in which your card can be used and any ATM overseas displaying the Visa PLUS symbol) getting cash out from some retailers, paying for goods and services in New Zealand and overseas.

- 20.3 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.
- 20.4 You may also be able to use your FastCash card at ASB ATMs for a variety of other services such as making deposits, paying bills, accessing your credit card account, transferring funds, topping up your Vodafone mobile phone or making a balance enquiry.
- 20.5 If you use your card to withdraw cash or make a payment, we will take the amount withdrawn, or paid, from your account on the business day we receive details of the withdrawal or payment.
- 20.6 There are limits on how much you may withdraw or pay out of your accounts using your card. These limits are available on our website and may change from time to time.
- 20.7 Where you use your card to make a cash withdrawal at a teller or an ATM overseas, the amount will either:
- first be converted into US dollars and then into New Zealand dollars; or
 - be converted directly from the currency into New Zealand dollars, at an exchange rate selected by Visa 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 converts the currency, which may differ from the date on which the cash withdrawal occurred.
- 20.8 Where you make a cash withdrawal at a teller or an ATM overseas displaying the Visa PLUS symbol, we will charge you an offshore services margin. Margins will be charged to your account along with the total converted amount of the withdrawal. We will charge an overseas withdrawal fee for all overseas cash withdrawals.
- 20.9 Please refer to our Guide to Business Banking Fees brochure for the current margins and fees, a copy is available from any ASB branch and at asb.co.nz
- 20.10 Use of your card overseas may be subject to exchange controls or other government requirements, customs duties and taxes. All such charges are your responsibility.
- 20.11 We will not be held liable if you are unable to:
- access ATMs in New Zealand or overseas; or
 - withdraw funds from an ATM.
- If you encounter difficulties with another New Zealand bank's ATM and cannot resolve them with that bank, we will provide assistance.
- 20.14 Cards belong to us and must be returned immediately if we ask you to do so.
- 20.15 You will be required to have a PIN on your card. 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; or
 - other easily accessible personal data (e.g. drivers licence or any other numbers easily connected with you).
- 20.16 To protect yourself against card fraud you must safeguard your card and PIN:
- Do not record your PIN 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.
 - 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.
 - 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.
- 20.17 You must contact us urgently if 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 our contact centre on 0800 803 804.
 - If you are overseas, phone our contact centre on +64 9 306 3000 collect.
- 20.18 You must give us any information and help we reasonably ask for to deal with misuse or unauthorised access to your account, or in relation to any other card transaction we, the police or other authorities are investigating. We may pass on related information to other banks, the police or those involved in processing card payments.
- 20.19 At your request, we will send you a replacement card to your New Zealand address. A replacement fee may apply.

Disputes with retailers

Your card and PIN

- 20.12 You may request a FastCash card from any ASB branch or by phone. You must sign your card as soon as you receive it.
- 20.13 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.

- 20.20 We have no liability to you for:
- any refusal by a retailer to accept your card;
 - 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 retailer.

20.21 Where you have such a dispute with a retailer, you must still pay all amounts due to us.

Liability for losses resulting from lost or stolen FastCash cards, PINs or ID codes

20.22 Provided you notify us immediately when any of the events listed below have occurred, you will have no liability to us arising from any unauthorised use of a FastCash card, other than as provided in 20.23 and 20.24 below. The events referred to are the following:

- a. a FastCash card is lost or mislaid;
- b. a FastCash card is stolen;
- c. you know that your FastCash card is in the possession of another person; or
- d. you believe that another person has used your FastCash card or gained knowledge of your PIN or ID code.

20.23 If any loss arises from the unauthorised use of a FastCash card, which you have caused or contributed to (as explained in 20.25 below), your liability shall be lesser of:

- a. the actual loss at the time we were notified; and
- b. the maximum amount that you would have been entitled to withdraw from the account between the time the FastCash card was lost or stolen and the time we were notified.

20.24 You are liable to us for all losses arising from the unauthorised use of a FastCash card, PIN or ID code which results from your fraud or negligence.

20.25 You will be treated as having caused or contributed to the loss arising from the unauthorised use of your FastCash card if you have breached this agreement, for example (but not limited to) by:

- a. selecting unsuitable PINs or ID codes;
- b. failing to reasonably safeguard your FastCash card;
- c. keeping records of PINs or ID codes;
- d. parting with your FastCash card, or allowing someone else to use your Fastcash card, or disclosing your PIN or ID code to any other person;
- e. failing to take all reasonable care to prevent others from identifying your PIN or ID code, for example, when keying-in your PIN; or
- f. unreasonably delaying notification to us of the loss or theft of your Fastcash card, or of the actual or possible disclosure to any other person of PINs or ID codes.

The amount of your potential liability is set out in 20.23 above.

FastPhone

20.26 You may apply for our FastPhone automated telephone banking service at any ASB branch or by phone.

20.27 Once you have registered, you can give us instructions and access information on your accounts by using FastPhone.

20.28 You may use FastPhone to check your account balances and transaction information, transfer funds between your ASB accounts, order cheque books and monthly statements and pay bills from a nominated account.

20.29 Payments made through FastPhone are subject to a maximum daily limit. This limit is available on our website and may change from time to time.

20.30 You will need to select an ID code to access FastPhone. You must not choose unsuitable numbers such as:

- a. birth dates, months or years;
- b. sequential numbers (e.g. 3456);
- c. number combinations that may be easily guessed (e.g. 1111);
- d. parts of your telephone number;
- e. parts of numbers in the order in which they are printed on your cards; or
- f. other easily accessible personal data (e.g. drivers licence or any other numbers easily connected with you).

20.31 To protect yourself against fraud you must safeguard your ID code:

- a. Do not record your ID code anywhere. Memorise it instead.
- b. Never tell anyone (including Police, bank staff or your family) your ID code.
- c. Make sure no one can see you enter your ID code.
- d. Consider using a different ID code for different accounts.
- e. Contact us urgently if your ID code is in the possession of another person (or you think it may be).

21. ASB Business Express Deposits

21.1 By using the ASB Deposit Bag via Business Express deposit you agree to the following:

- i. All cash items shall be treated as uncleared funds until counted and verified by us. This usually takes two business days. All non-cash items shall be processed in the usual manner.
- ii. All deposits are subject to verification and correction by us, which is final, conclusive and binding on you. We shall not be liable to you for any discrepancy between the verified amount and the amount shown on any deposit slip ("discrepancies"). Discrepancies shall be debited/credited to your Account.
- iii. You undertake to indemnify and hold us harmless from any claims, losses, damages, liabilities, costs and expenses (including legal fees) whether direct or consequential and howsoever they shall arise which we or you may incur or suffer as a result of us having accepted and/or processed a deposit or for an amount which is believed to differ or which might otherwise arise from alleged discrepancies.
- iv. A cash handling and/or correction fee may apply. Full details are shown in the Guide to Business Banking Fees available from any branch.

22. Other Services

Visa Debit Cards / FastNet Classic / FastNet Business

- 22.1 Visa Debit Cards are not available to you if you require more than one Authorised Signatory to operate your Account. A copy of the ASB Visa Debit Card Conditions of Use is available from any ASB branch and at asb.co.nz
- 22.2 FastNet Business and FastNet Classic:
- a. **FastNet Business:** FastNet Business is ASB's internet banking service designed for businesses. FastNet Business can be accessed either via asb.co.nz or through the ASB Mobile Business app. A copy of the FastNet Business terms and conditions, incorporating ASB Mobile Business, is available from any ASB branch and at asb.co.nz.
 - b. **FastNet Classic:** FastNet Classic is ASB's internet banking service designed for personal banking customers. FastNet Classic can be accessed either via asb.co.nz or through the ASB Mobile Banking app. If you agree, ASB can make your accounts and information accessible to Signatories through FastNet Classic. If you authorise for your entity's accounts and/or information being available to your Signatories in FastNet Classic and the ASB Mobile Banking app:
 - i. Where your Signatories can authorise transactions from your accounts in FastNet Classic, ASB will treat any transaction authorised using a Signatory's personal FastNet Classic security credentials (e.g. password or PIN) as being authorised by the Signatory. ASB will have no obligation to verify any instruction made through FastNet Classic or the ASB Mobile Banking app.
 - ii. Your Signatories will be responsible for safeguarding their security credentials (e.g. password, PIN, Netcode) and device.
 - iii. Your entity's accounts and/or information will appear in FastNet Classic and the ASB Mobile Banking app alongside any other ASB accounts and information to which the Signatory has access.

Copies of the FastNet Classic and Mobile Banking terms and conditions are available from any ASB branch and at asb.co.nz

Credit Cards

- 22.3 Business credit cards (including corporate cards) are issued under separate sets of terms and conditions set by the Bank and are available from us on request.

Share Trading Services

- 22.4 Please contact us for a copy of the terms and conditions applicable to the share trading services provided by ASB Securities Limited.

23. Confidentiality

Collecting and using information

- 23.1 We will collect, hold and use information about you for the purposes of:
- a. 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);
 - b. Confirming your identity and address and the identity and address of any Authorised Signatory or any Beneficial Owner, for example, electronically matching information with identification information in third party databases;
 - c. 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);
 - d. Both us and our related companies (whether incorporated in New Zealand or elsewhere) complying with regulatory and other requirements, for example, liquidity requirements;
 - e. Managing your relationship with us so, for example, we can respond to your queries;
 - f. Monitoring and screening your Accounts, Products and Services for anti money laundering and countering financing of terrorism purposes and for fraud and crime detection purposes;
 - g. Conducting market research, data processing and statistical analysis; and
 - h. Both us and our related companies (whether incorporated in New Zealand or elsewhere) monitoring whether information must be disclosed to the Government or foreign governments for taxation purposes.
- 23.2 You authorise us to obtain information from our related companies (whether incorporated or constituted in New Zealand or elsewhere) for the above purposes.
- 23.3 Your information may be held on behalf of ASB by data storage providers, including cloud-based storage providers, in New Zealand or elsewhere.
- 23.4 You authorise us to aggregate your information, in anonymised form, with any other data and/or into a different format. We may use the aggregated data to produce data insights or related reports and may provide this aggregated data and insights to others, for example, to help them understand their customers better. We will not disclose any aggregated data or insights in a form where you are specifically identified and will ensure that your information cannot be identified in, or extracted from, any aggregated information or data insight or related report.
- 23.5 You agree your information may be given to:
- a. Our related companies (whether incorporated or constituted in New Zealand or elsewhere).
 - b. Our agents and other third parties (whether in New Zealand or overseas) that provide services to, or for, us.

- c. Research firms engaged by us to carry out customer surveys and conduct market research.
 - d. Other banks (including overseas banks), agents, contractors or other financial services providers assisting with international transactions and same day cleared payments.
 - e. 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.
 - f. A regulator for the purpose of carrying out its functions in connection with our business.
 - g. Credit reporting agencies, other credit providers and debt collection agencies.
 - h. Guarantors and proposed guarantors.
 - i. The Government and foreign governments where we believe disclosure is required to comply with regulatory and other requirements.
 - j. Any other party authorised by you.
- 23.6 Certain laws require us to disclose your information. Overseas banks, agents, contractors or financial services providers who assist with international transactions and same day cleared payments will be subject to the laws of that jurisdiction which may require them to disclose your information.
- 23.7 You authorise us to:
- a. Make enquiries relating to your credit record or other information relevant to your Account or 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.
 - b. 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

- 23.8 It's important that you give us complete and accurate information and that you don't withhold information which a bank would regard as material. If you don't give us complete and accurate information, we may decline your application for an Account, Product or Service (or the relevant Accounts, Products and/or Services may be withdrawn).
- 23.9 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.
- Please also promptly advise us of any change in your tax residency status.

Access to information

- 23.10 Your information will be collected and held by ASB

at ASB North Wharf, 12 Jellicoe Street, Auckland. You have rights of access to, and correction of, personal information (as defined in the Privacy Act 1993) held by us. In some circumstances, we may charge a reasonable fee for complying with such a request.

24. Electronic Communication

- 24.1 You consent to us giving to you documents, notices and communications in relation to your Products and Services in electronic form by electronic communication through, for example:
- a. FastNet Business; or
 - b. Any other internet banking system provided by us; or
 - c. Any application available through your mobile device approved by us for this purpose.
- 24.2 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.
- 24.3 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).

25. Governing Law

This agreement is governed by New Zealand law and the courts of New Zealand shall have exclusive jurisdiction.

26. Acknowledgement

You acknowledge and agree that:

- 26.1 You have been provided with, understand and accept these Terms and the Account Operating Instructions;
- 26.2 On opening an Account, these Terms are binding on you and all Authorised Signatories;
- 26.3 You understand that these Terms, read together with the Account Operating Instructions and any terms and conditions applying to any Product or Service you utilise, form the basis of your contractual relationship with the Bank and will apply to all Business, Rural and Corporate Accounts you operate and Products and Services you may utilise (whether existing or future, solely or with others);
- 26.4 If you are an individual, you declare you are not, and no Authorised Signatory is, an undischarged bankrupt nor are you or any Authorised Signatory liable under any proceedings under the Insolvency Act 2006 or its amendments, and you agree to advise the Bank should this situation change;
- 26.5 We may pay commission, referral fees or other remuneration to any person who introduces you to ASB or ASB to you;
- 26.6 You confirm the indemnities contained in these Terms; and
- 26.7 A failure or neglect by us to enforce any of the Terms shall not be deemed to be a waiver of our rights to take subsequent action.

Keep in touch

- › Drop in to any ASB branch
- › Call 0800 803 804
- › Visit asb.co.nz
- › Visit us at facebook.com/asbbank
- › Follow us on twitter.com/asbbank