

25 May 2020

These terms and conditions govern the use of ASB's mobile device-based banking services including ASB Apps (together, the "Mobile Service(s)"). As a user of any Mobile Service, it is important for you to read these terms and conditions carefully. By registering for and or using any Mobile Service you agree to be bound by these terms and conditions as they apply to each Mobile Service.

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

1. Service Descriptions

ASB's Mobile Services use telecommunication networks of participating mobile telephone network operators ("Mobile Operator(s)"). Some Mobile Services require the use of a username and confidential PIN and/or password and/or other authentication identifiers (such as fingerprint identification) ("Security Credentials"). Details of the current Mobile Operators are published on ASB's website or may be obtained by calling ASB on 0800 MOB BANK (0800 662 226).

ASB Apps

ASB Apps allow you to access banking and related services from downloadable applications on your mobile device and can be downloaded on approval of any relevant terms and conditions. Some services offered through ASB Apps may not be available for all account types.

2. Eligibility for Use

You can register for any Mobile Service provided that you:

- are resident in New Zealand;
- are 15 years of age or older (unless specific ASB Apps have differing age restrictions);
- have an eligible mobile phone or applicable device; and
- have an eligible account with ASB that you are authorised to operate alone.

3. Inappropriate Use

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

4. Fees and Charges

When you use the Mobile Services to make certain transactions you will be charged fees. You authorise ASB to debit your nominated account with these fees and other applicable charges. ASB may introduce additional fees and charges for your use of the Mobile Services from time to time, and fees and other charges may also be changed by ASB from time to time. Details of ASB's current fees and charges are available at any branch or on ASB's website (asb.co.nz).

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

You may incur charges from your Mobile Operator for downloading and using any ASB App. Any fees and charges that apply to your accounts that are accessible via any of the ASB Apps will continue to apply to transactions made using such apps.

5. Security

5.1 General precautions

Some of the Mobile Services require the use of Security Credentials. You undertake to take responsibility for, and use your best endeavours to prevent, any unauthorised use of, and access

to, the Mobile Services and to protect your personal information and Security Credentials at all times. For example, you must not:

- let any other person use your Security Credentials to access your account(s) or an ASB App;
- let any other person unlock your mobile device or store their fingerprint(s) on your mobile device where you have fingerprint identification enabled on an ASB App; and/or
- leave your mobile device unattended and logged in to your account(s) or an ASB App.

Where you are issued Security Credentials by ASB or Security Credentials are selected by you, you must ensure they remain confidential to you alone and you must take all reasonable steps to prevent them being disclosed. For example, you must:

- memorise your Security Credentials;
- not write down or save your Security Credentials anywhere in any form, including electronically, for example, in your mobile phone or device;
- not disclose your Security Credentials to anyone (including the Police, bank staff or your family);
- take care to ensure no-one can see you enter your Security Credentials; and
- report the disclosure or possible disclosure of your Security Credentials as soon as you are aware or suspect your Security Credentials have been disclosed.

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

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

In addition, you should consider using a different code to unlock your mobile device and other cards, bank services or equipment. We recommend you change your password and PIN on a regular basis.

5.2 Notification obligations

You must notify ASB immediately upon becoming aware:

- that your mobile device has been lost or stolen;
- your password and/or PIN have become known or may be known by another person;
- that another person may be able to unlock your mobile device and/or store their fingerprint(s) on your mobile device and you have fingerprint identification enabled on an ASB app; or
- there has been unauthorised access to your account(s).

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

5.3 Payments made using a Mobile Service may be subject to a maximum daily limit. These limits are available on our website and may change from time to time.

6. ASB Apps

ASB may terminate or suspend an ASB App or functionality of an ASB App or your specific use of an ASB App at any time. Only you can use an ASB App on your mobile device. Should another individual attempt to use an ASB App on your mobile device, their personal logon will not be accepted. You are reminded of your obligations including protecting your Security Credentials under these terms and conditions and the ASB Personal Banking Terms and Conditions.

Person-to-person payments

By providing a recipient's mobile phone number or email address in a person-to-person payment you agree that we can disclose your name and payment details to a collections site recipient in order to notify and assist the collections site recipient in identifying the transaction.

You agree to advise the collections site recipient that you have provided ASB with their mobile phone number or email address for the purpose of ASB notifying them of the payment. We may cancel or suspend a payment at any time without notice to you or the recipient. We do not pay interest on amounts credited back to your account if the recipient does not claim a payment or the funds are credited back to your account for any other reason. Person-to-person payments can only be made to NZ bank accounts.

Relationships

ASB is not acting as your agent in processing a payment and ASB has no contractual relationship and no liability to any recipient of any payment or non-payment. Recipients of payments or non-payments are not a party to these terms and conditions.

The ASB Apps are, and the use of the ASB Apps is, in no way sponsored, endorsed by or affiliated with Apple, Google, Facebook or Trade Me. iPhone, iPad and iPod Touch are trademarks of Apple Inc. Android is a trademark of Google (Inc).

ASB obtains information from Trade Me via the Trade Me API, but Trade Me is not involved in the provision of any Mobile Services.

7. Unauthorised Use

If your mobile device has been lost or stolen you must let ASB know immediately. Similarly if:

- your password and/or PIN are known, or you suspect they are known, by another person;
- you know or suspect that another person may be able to unlock your mobile device and/or store their fingerprint(s) on your mobile device and you have fingerprint identification enabled on an ASB App; and/or
- there has been any unauthorised access or activities on your products,

you must notify ASB immediately by phoning 0800 662 226.

8. Liability for Loss

8.1 Your liability

You will be liable for any loss suffered by us (including consequential loss) which results from your fraud or negligence. You will be liable for any loss suffered by us which results from the unauthorised access to or use of any Mobile Service and to which you have contributed by your failure to comply with these terms and conditions. This includes if you:

- select an unsuitable password and/or PIN;
- fail to reasonably safeguard your password and/or PIN;
- fail to disable fingerprint identification on an ASB App when you know or suspect another person can unlock your mobile device or has stored their fingerprint(s) on your mobile device; or

- unreasonably delay notifying us:
 - of the loss or theft of your mobile phone or device;
 - the actual or suspected disclosure to any other person of your password and/or PIN;
 - when you know or suspect that another person may be able to unlock your mobile device and/or store their fingerprint(s) on your mobile device and you have fingerprint identification enabled on an ASB App; or
 - that there has been or you suspect there has been unauthorised access or activity through any Mobile Service.

8.2 Limitation of your liability

You will not be liable for any loss caused by:

- us acting fraudulently or negligently; or
- a fault occurring in the machines or systems used as part of the Mobile Services, unless such fault is obvious or you have been advised of such fault by a message or notice on display and the loss occurred after such notification.

9. Limitation of our Liability

To the extent permitted by law, we will not be liable to you for any direct or indirect costs, losses, damages or other liabilities resulting from:

- your use of any Mobile Service;
- your failure to comply with these terms and conditions;
- any delay or loss of access to, or use of any Mobile Service at any time;
- any fault or error in the design, content or engineering of any Mobile Service that is reasonably beyond our control;
- malfunction of any equipment or system, or any telecommunications link failure; or
- any cause or event reasonably beyond our control.

10. Customer Acknowledgements

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

11. Disputes with Merchants

11.1 We have no liability to you for:

- any defect or deficiency in the provision of goods or services acquired through the use of a Mobile Service; or
- where you decide you no longer want the goods or services acquired through the use of a Mobile Service.

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

- 11.2** You should exercise some care and be aware of the risks of paying for goods and 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.

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

12. ASB Warranties and Representations

You agree that where the Mobile Services 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.

13. System Availability

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

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

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

ASB may at any time add to, modify or withdraw any or all of the Mobile Services.

14. Request for Suspension or Termination of a Mobile Service

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

15. Privacy Act 1993

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

- as part of the registration process for any Mobile Service ASB will be required to collect personal information from you;
- personal information collected as part of any Mobile Service will be held by ASB at ASB North Wharf, 12 Jellicoe Street, Auckland for the purpose of enabling you to use the relevant Mobile Service(s);
- by registering for any Mobile Service(s) you also consent to your personal information being disclosed by ASB to its related companies for the purposes of providing you with information on other ASB products and services and market research firms engaged by ASB to carry out customer surveys in respect of ASB products and services; and

- ASB may also be required under certain legislation to disclose your personal information and confidential information relating to the operation of your accounts; and
- ASB asks you not to provide us with personal information that identifies you via our chatbot Josie but if you do you should know that all information collected by Josie is collected for the purposes of providing you with the answer to your question, improving the chatbot service we provide and managing our relationship with you.
- ASB will store your dialogue with Josie for 12 months, unless you transfer from Josie to an ASB representative, in which case we will keep your dialogue for 7 years. We also keep information about your interaction with Josie such as the date, time and duration of your interaction for 7 years.
- If you would like to access or correct the information we have about you please contact us online at www.asb.co.nz/contact-us, by visiting one of our branches or calling 0800 803 804.

16. Intellectual Property

- a) ASB owns or has obtained a valid licence to use all intellectual property used in connection with the provision of the Mobile Services. Information provided to you as part of any Mobile Service may only be used for personal use and reference only and may not be reproduced, distributed or transmitted to any person or incorporated into any other document without ASB's prior written consent.
- b) All rights of ownership over or in respect of the Mobile Services and the hardware, ASB Apps, software and other equipment used to provide them (other than rights to use the Mobile Services pursuant to these terms and conditions) shall remain solely with ASB and/or the Mobile Operator (as the case may be). You shall not hold yourself out as having any such rights over or in respect of the Mobile Services.

17. Amendments

ASB may change these terms and conditions at any time. If so, ASB will always give you at least 14 days' notice and communicate these changes, either by direct communication, by display in ASB's branches, by notice in the media (including public notices), by notice on ASB's website or any other method of electronic communication used by you.

18. Governing Law

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