

National Bank iCash

Conditions of Use.

These Conditions of Use are current as at 1 July 2009

These Conditions of Use (as amended from time to time) govern the use of your National Bank iCash Card. Please read them before you use your Card and retain them for future reference. By using your Card you agree to be bound by these Conditions of Use.

Your new National Bank iCash Card can be used in ATMs and for purchases (including those made at an EFTPOS terminal, over the phone, mail order and online purchases over the internet).

We are bound by the Code of Banking Practice when we provide our products or services to you. A copy of the Code of Banking Practice is available from any National Bank branch.

A copy of the Disclosure Statement published by ANZ National Bank Limited is available from any National Bank branch.



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1. Definitions

Additional Cardholder means a person aged 16 years or over who is issued with an additional Card to access the Principal Cardholder's Available Balance.

ATM means an automatic teller machine linked to MasterCard at which you can use your Card and PIN to access your Available Balance.

Available Balance means the funds, measured in New Zealand dollars, that are available to you to make Transactions using the Card.

Bill Payment means the electronic bill payment service.

Business Day means a day (other than a Saturday or Sunday) on which banks are open for business in Wellington and Auckland.

Card means a National Bank iCash Card issued to you by National Bank.

Card Details means your Card number, Card Expiry Date, PIN, Secure Access Code, Card Verification Code (CVC2) or any other details that can be used to make a Transaction.

Card Expiry Date means the expiry date printed on the Card.

Card Services means any service provided by The National Bank or its suppliers in connection with the Card or Available Balance and includes the ability to allow you to make Transactions.

Card Verification Code (CVC2) means the 3-digit number printed at the end of the signature strip of your Card.

Conditions of Use means these Conditions of Use as amended by The National Bank from time to time in accordance with Clause 15.

EFTPOS means electronic funds transfer at point of sale.

MasterCard means MasterCard International Incorporated, the licensor of the right to use the 'MasterCard' brand, and in relation to a National Bank iCash Card includes the registered designs and word marks used on or in connection with it.



MasterCard Member means any financial institution affiliated to MasterCard and displaying the MasterCard symbol.

Merchant means a retailer or any other person, firm or company who or which is bound by a merchant agreement with any MasterCard Member.

National Bank means The National Bank, part of ANZ National Bank Limited.

PIN means your four digit personal identification number that is used for making Transactions on the Card (except for Transactions requiring a signature).

Principal Cardholder means the person aged 16 years or over in whose name the Available Balance is held.

Secure Access Code means the four digit password that is allocated to you and is used when you access your Card information (including balance and transaction history) by phoning 0800 75 73 72 (or +64 4 803 3023 from overseas). The Secure Access Code is also used to access your internet banking service for the first time. The Secure Access Code is different to your Card PIN which is selected by you when you receive your card.

Security Details means the information that is used to allow you to access your Available Balance details at www.icash.co.nz or by phoning 0800 75 73 72 (or +64 4 803 3023 from overseas) or in your dealings with The National Bank relating to your Card. Your Security Details may include your Secure Access Code, Card number, Card Verification Code and those amended Security Details that we may agree to accept from you from time to time.

Transaction means all the transactions debited or credited to your Available Balance or otherwise made using your Card (including those for the purchase of goods or the obtaining of services, transactions initiated via an ATM that accepts your Card, teller's terminal, EFTPOS terminal and mail, telephone, or remote (Internet or email) purchases and payments credited to your Card).

we, us, our means The National Bank or anyone to whom The

National Bank assigns its rights; and

you means the Principal Cardholder and, where applicable, any Additional Cardholder and your executor(s) and administrator(s).

In these Conditions of Use, references to clause numbers are references to clauses in these Conditions of Use.

2. Obtaining a Card and Getting started

National Bank is the issuer of the Card. Before you can use your Card the following steps must be taken:

2.1 Identification

You must satisfy our identification requirements. If you are not an existing National Bank customer, you will need to provide original documents for identification e.g. your Passport or Drivers Licence. A list of required documents can be obtained from any National Bank branch.

2.2 Sign and activate your Card

Once you have received your Card, you should immediately sign the back of your Card. You will then need to activate it. Card activation can be done in branch, by going online to www.icash.co.nz, or by calling 0800 75 73 72 (or +64 4 803 3023 from overseas).

2.3 Select a Secure Access Code

When you apply for your Card you will be provided with a Secure Access Code. This will be used to access your Available Balance details online at www.icash.co.nz for the first time, or when calling 0800 75 73 72 (or +64 4 803 3023 from overseas). for the first time. After this you will need to choose your own unique Secure Access Code.

2.4 Select a PIN

When you receive your Card you will need to select and load a PIN. This can be done by calling 0800 75 73 72, (or +64 4 803 3023 from overseas) or by going online at www.icash.co.nz.



2.5 *Load the Card*

When you receive your Card you will need to load funds onto the Card. The funds will be available to use once they have been added to your Available Balance and your Card is activated.

3. Additional Cards

- 3.1 At the Principal Cardholder's request and subject to confirmation of identity, The National Bank may issue an additional Card to any person aged 16 years or over. The additional Card has its own Card number, CVC2, PIN and Card Expiry Date.
- 3.2 The Principal Cardholder acknowledges that an Additional Cardholder may use the additional Card to access your Available Balance in the same way as the Principal Cardholder's Card and the Principal Cardholder will be liable for all Transactions made using the additional Card.
- 3.3 Each cardholder acknowledges and agrees that both the Principal and Additional Cardholder may obtain from The National Bank (and The National Bank is authorised to disclose) information in relation to the Card(s) including the Available Balance and Transaction details (including Transactions authorised by any other cardholder).
- 3.4 The Additional Cardholder will be bound by these Conditions of Use. The Additional Cardholder acknowledges and agrees that any Available Balance is the property of the Principal Cardholder and will be returned to the Principal Cardholder on cancellation of the Card, regardless of which party loaded the funds onto the Card.
- 3.5 Either cardholder may cancel the additional Card at any time by contacting The National Bank. You should also cut the additional Card in half through the magnetic stripe and through the chip and return it to any branch of The National Bank. A National Bank staff member

will advise you when the cancellation will take effect at the time of contact. Only the Principal Cardholder may cancel the principal Card and be entitled to redemption of the Available Balance in accordance with clause 16.

4. Card Security and PIN Security

- 4.1 The security of your Card is very important. If you fail to observe the following security requirements you may increase the risk of unauthorised use of the Card. You must:
- a) sign the back of your Card immediately upon receipt;
 - b) select a PIN for each Card;
 - c) not let anyone else use your Card;
 - d) always remember to take back your Card after each use;
 - e) take reasonable steps to protect your Card from loss, theft or misuse;
 - f) notify us immediately after you become aware that your Card has been lost or stolen, or that your Card or the Card Details (for example, the Card number and Card Expiry Date) have been used by someone else without your authority;
 - g) on the Card Expiry Date destroy your Card by cutting it diagonally in half through the magnetic strip and through the chip.
- 4.2 You must keep your PIN and Secure Access Code secure. Failure to do so may increase the risk of unauthorised Transactions and your liability for any loss.
- 4.3 You must not:
- a) disclose your PIN or Secure Access Code to any other person;
 - b) select PINs or Secure Access Codes that we advise are unsuitable. Unsuitable PINs and Secure Access Codes 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 numbers
- > parts of numbers sequentially printed on any of your Cards
- > other easily accessible personal data (e.g. drivers licence number or other numbers easily connected with you).

You should not use the same PINs and Secure Access Codes as selected/used for other equipment such as lockers, security systems or mobile phones. Selection of an unsuitable PIN or password (as determined by The National Bank) may result in you being liable for some or all losses from unauthorised use.

- c) allow any other person to see you entering, your PIN or Secure Access Code;
- d) record your PIN or Secure Access Code anywhere.

4.4 You must report the disclosure or possible disclosure of your PIN or Secure Access Code as soon as you are aware or suspect your PIN or Secure Access Code has been disclosed. See Clause 13 below on how to report disclosure or potential disclosure.

5. Loading Value onto your Card

- 5.1 After you have received and activated your Card you may load funds onto your Card by:
- a) transferring funds from your National Bank account at any National Bank branch;
 - b) using New Zealand dollars cash at any National Bank branch;
 - c) Bill Payment from your bank's internet banking or phone banking; or
 - d) any other way that we may make available to you at that time.
- 5.2 If loading funds by Bill Payment, you must use your Card number and name as your customer reference. You may be

charged a fee by your bank for setting up Bill Payments and for Bill Payment transactions. You should allow two working days for funds loaded by Bill Payment to be made available.

- 5.3 There are limits to the amount of funds you may transfer and Available Balance you may hold. See the table set out earlier in this guide for more information.
- 5.4 You may not load funds onto a Card that has been cancelled or after it has expired.

6. Using Your Card

- 6.1 Your Card remains the property of The National Bank at all times. Your Card may not be copied or reproduced and may be retained by The National Bank at any time without notice. You agree to return your Card when The National Bank asks for it. A Merchant may also be required, at The National Bank's request, to retain your Card and you agree to deliver the Card to any Merchant who asks for it.
- 6.2 You can only access your Available Balance by using your Card Details.
- 6.3 Your use of the Card is limited by the amount of the Available Balance that you retain at any one time, after deduction of all applicable fees and charges. For example, you cannot spend more in a Transaction than the Available Balance of your Card less the fees and charges applicable to the Transaction.
- 6.4 Where you use your Card to withdraw cash, you accept that:
- a) not all electronic equipment from which cash can be withdrawn will always contain cash or will always accept your Card;
 - b) there may be limits set by different ATM operators on the amount of cash that may be withdrawn from one or more of their ATMs on a given day and these limits may be below the limits set as the 24-hour



ATM Cash Withdrawal Limits set out in this guide;

- c) any cash dispensed at electronic equipment is at your risk once it becomes visible or available for you to collect; and
 - d) some ATM operators may impose a surcharge when you use their ATM to make a withdrawal.
See Clauses 7.1 and 10.4.
- 6.5 The Card will normally be honoured by MasterCard Members and Merchants displaying the MasterCard symbol that accept MasterCard electronically. This means that your Card cannot be used in an 'offline' transaction, such as in a zip zap machine. Instead, your Card must be used in an ATM or terminal that is 'online' and connected to the MasterCard network. However, MasterCard promotional material displayed on any premises cannot be taken as a warranty by us, the Merchant or any person carrying on business there, that all goods and services available at those premises may be purchased with the Card.
- 6.6 The price a Merchant charges for goods and services purchased with a Card may vary from the price a Merchant charges for the same goods and services purchased with cash.
- 6.7 Unless required to do so by law, we do not accept any liability:
- a) if any MasterCard Member or Merchant displaying a MasterCard symbol refuses to accept or honour a Card; or
 - b) for goods and services purchased with your Card.
- 6.8 Some Merchants may require pre-authorisation of the estimated final bill (e.g. hotels, car rentals etc). In some places, they may not accept the Card for pre-authorisation expenditure. Alternatively they may accept the Card and an estimate of the final bill will be imposed as a hold amount against the Available Balance on your Card and will be temporarily unavailable. If your final bill

is not paid by using your Card, it may take 30 days before the pre-authorised amount is available again.

- 6.9 Any complaint about the quality of the goods or services purchased with your Card must be resolved directly with the Merchant concerned.
- 6.10 You must not use the Card for any unlawful purpose, including the purchase of goods or services prohibited by the laws of New Zealand and/or the jurisdiction you are in.
- 6.11 When you use the Card for Transactions, we will receive details of your Transactions from MasterCard. We will then debit the Available Balance applicable to your Card with the value of those Transactions as advised to us by MasterCard and together with any applicable fees as set out in The National Bank iCash Card Guide.
- 6.12 The Card may be disabled if an incorrect PIN is used three times or if fraud is suspected. You may contact us by calling The National Bank to reactivate the Card, although there may be a delay. Once your Card has been reactivated, it will be available for use 24 hours after the time the last incorrect PIN was used or the time the Card is reactivated (which ever is the latest). If an incorrect PIN is used three times, some ATMs will not return your Card and you must contact the ATM operator for the physical return of the Card. In these situations once you have had your Card returned you will also need to contact The National Bank to reactivate the Card. If your Card is disabled or retained by an ATM, the Additional Cardholder can still access your Available Balance.
- 6.13 The Principal Cardholder can set certain Card usage settings by calling 0800 75 73 72 (or +64 4 803 3023 from overseas) or going online at www.icash.co.nz. These Card usage settings may apply to either or both the principal Card and/or any additional Card. The settings can be used to restrict the payment channel types where the Card(s) can be used and the maximum dollar amount for a payment channel type for the Card(s) for a specified period of time.



The National Bank will use all reasonable endeavours to ensure the Card(s) operate within any usage settings determined by the Principal Cardholder and agreed to by The National Bank. However, The National Bank cannot warrant that the settings will always be effective in stopping all Transactions outside the set limits. If, for any reason, a transaction is processed outside the Card usage settings the Principal Cardholder acknowledges and agrees that they will still be liable for the Transaction which will be applied against the Available Balance.

7. Using the Card outside New Zealand

7.1 General

You will be liable for any purchases outside New Zealand whether or not the Customs Department allows the goods purchased to be brought into New Zealand.

Use of your Card may be subject to exchange controls and/or government requirements. Compliance with these requirements is your responsibility. Individual service providers such as overseas banks may determine the type of transactions permitted, the transaction limits and may charge a fee for using their ATMs.

7.2 Exchange rate selection

When you use your Card outside New Zealand, your Transactions will be converted into New Zealand dollars at a rate of exchange set by MasterCard in accordance with its rules. MasterCard set exchange rates by reviewing wholesale buy and sell exchange rates from various sources, and approving and confirming them for each processing day. Please note that the date of processing will not necessarily be the date the transaction occurs. There may be differences in the conversion rate for credits and debits on the same day due to the buy or sell rates used by MasterCard.

7.3 Foreign currency conversion

At the discretion of MasterCard, MasterCard transactions (apart from those originating in the US) will firstly be converted to US dollars and then converted to New Zealand dollars.

7.4 Currency conversion charges

Currency conversion charges apply to all foreign currency Transactions. The National Bank applies a currency conversion charge to foreign currency transactions debited to your Card (e.g. purchases or cash withdrawals). The applicable currency conversion charge will be shown with the relevant Transaction on your online statement and is included in the total Transaction amount.

7.5 Foreign currency credit Transactions (e.g. refunds)

For foreign currency credit Transactions, no currency conversion charge is applied. In the case of refunds, all currency conversion charges incurred on the original debit Transaction are refunded and credited to your Available Balance. There may be differences between the original charge and the refund due to different buy or sell exchange rates used by MasterCard and changes in the exchange rate since the time of the original purchase. You will not be compensated for any loss caused by such differences.

7.6 Other details

Further details of the charges are contained earlier in this guide. The currency conversion charge will be shown with your Transaction details online at www.icash.co.nz, for example:

Edna's Store Florida USA (USD 100.00 @ 0.500) = \$205.00
(incl Currency Conversion Charge - \$5.00)

8. Processing of Transactions by The National Bank

8.1 All Transactions that use Available Balance will be processed on the date they are received by us and are effective as at the date of the Transaction. The date that we receive



a Transaction for processing may not be the date the Transaction was made. For example, we may be provided with information concerning purchases made using your Card or Card Details (for example mail or online purchases) a number of days after the purchase was actually made.

- 8.2 We may process Transactions received by us on a particular day in any order we see fit. This means that the order of processing Transactions on a day may vary from the order in which Transactions are made on that day or are received by us on that day.
- 8.3 Some ATM operators may impose a surcharge when you use their ATM to make a withdrawal. Surcharges may not appear as a separate Transaction item but will be included in the total Transaction amount. The National Bank has no control over these surcharges.

9. No Provision of Credit

- 9.1 The Card does not entitle you to a bank account or any other banking facility with The National Bank.
- 9.2 We will not provide any credit in respect of your Card. Selecting the "credit" button on ATMs or Merchant terminals when you use your Card to make withdrawals or purchases gives you access to your Available Balance and does not provide you with any credit.
- 9.3 If:
- as a result of any error or other circumstance you receive an amount in excess of your Available Balance; or
 - you debit an amount in excess of your Available Balance at that time; or
 - your Available Balance is not sufficient to cover any fees and charges,

you agree to repay that amount to us within 14 days of a request from us for such repayment. Such a repayment may be made by loading additional funds onto your Card

in an amount that exceeds the deficiency in the Available Balance and in that event, you authorise us to deduct the amount of the deficiency from the loaded funds and add the remaining funds as Available Balance. If we have not received payment for the deficiency in Available Balance within 14 days of a request from us we may pursue the amount via a collection agency or by other means. The National Bank has the right to debit any other account you may have with The National Bank for money due by you to The National Bank in respect of your Card.

10. Fees and Charges

- 10.1 A monthly card fee applies for each Card. The first fee will be charged against your Available Balance one month after the date you activated your Card, and will be charged monthly thereafter.
- 10.2 Other fees and charges apply to the Card and the Card Services and are set out earlier in this guide.
- 10.3 All Card fees and charges will be deducted from the Available Balance on your Card and will reduce your Available Balance by the amount of the fee when incurred.
- 10.4 Other third party fees and charges may also apply to your use of the Card Services, for example your bank may charge you to set up and make Bill Payments.
- 10.5 There may be additional fees charged by ATM operators or by MasterCard which The National Bank has no control over. These fees may not be included as separate Transaction items and may be included in the total Transaction amount.

11. Checking Statement Details, changing your PIN or Details

11.1 *Changing your PIN or personal information*

Subject to verification of your identity (including providing your Security Details), you may change your PIN by visiting www.icash.co.nz or by phoning us on 0800 75 73 72 (or +64 4 803 3023 from overseas) and following the prompts. You can update your personal information by visiting your local



National Bank branch.

11.2 *Checking Statement Details*

The National Bank will not send you paper statements for your Card. Instead, subject to verification of your identity (including providing your Security Details), electronic statements can be accessed online at www.icash.co.nz. In addition, information about your Available Balance or Transactions can be obtained by calling 0800 75 73 72 (or +64 4 803 3023 from overseas) or at any National Bank branch.

The electronic statement will show all your Transactions, fees and charges for the previous 180-day period, and will generally reflect the position of your Available Balance at the time, except for Transactions not yet processed by The National Bank. You should notify us immediately if you notice any suspicious Transactions. You may request a paper copy of your statement(s) at any branch of The National Bank in New Zealand. The National Bank may charge a fee for this service.

You may be able to make an Available Balance enquiry at some ATMs although availability is dependent on the country and the ATM used. There may be a surcharge payable to the ATM operator for balance enquired over which The National Bank has no control. The surcharge will not be shown as a separate Transaction but will be included in the total Transaction (if any) conducted using that ATM. If an ATM displays a balance for the Available Balance in a currency other than New Zealand dollars the exchange rate applied may be different to ours and minor discrepancies can arise.

12. **Mobile Phone SMS functions**

- 12.1 You may register your mobile phone with The National Bank by calling 0800 75 73 72 (or +64 4 803 3023 from overseas). By registering your mobile phone number to The National Bank, you confirm that:
- a) you have a mobile phone capable of SMS messaging and

- b) you are authorised to use and incur charges on your mobile phone account in accordance with these Conditions of Use.

- 12.2 If you have registered your mobile phone with The National Bank you must notify us immediately if you change phone numbers or your phone is lost or stolen. You can notify us by calling 0800 75 73 72 or +64 4 803 3023 from overseas.
- 12.3 You acknowledge that using your mobile phone in accordance with these Conditions of Use provides sufficient authority for us to process Transactions against your Available Balance. We may act on this authority and are not obliged to make further enquiries.
- 12.4 If you have registered your mobile phone number with The National Bank you agree that The National Bank may send you an SMS text message:
- a) when your Card has been ordered
 - b) with your reference number for ID verification
 - c) shortly before your Card will expire and a replacement will be sent
 - d) if your Available Balance goes into a negative balance.
- 12.5 You may set up an SMS text message alert to your mobile phone registered with us such as:
- a) low balance alert
 - b) regular balance report
 - c) after funds have been loaded on to your Card.
- These SMS text message alerts can be set up or cancelled by going online to www.icash.co.nz, going into any National Bank branch or by calling 0800 75 73 72 or +64 4 803 3023 from overseas.
- 12.6 You may text a request to us from your mobile phone registered with us in order to:
- a) get your current Available Balance
 - b) get your last 5 Transactions



- c) lock your Card. This is a temporary lock that will prevent the use of your Card (see clause 12.8 below for more information)
- d) unlock your Card.

Please see page 3 of this guide for details of the numbers to text us on and how to format these messages.

- 12.7 Fees apply to all SMS text message alerts in addition to the standard fees charged by your mobile phone provider. Our fees will be deducted from your Available Balance. Details of these fees can be found on page 6 of this guide. Fees charged by your mobile phone provider are your sole responsibility and any matters regarding these charges should be raised with your mobile service provider.
- 12.8 If you have temporarily misplaced your Card but do not believe it is lost or stolen, you can text us, if you have registered your mobile phone with us, or visit www.icash.co.nz to put a temporary lock on your Card. This will prevent the use of the Card until you unlock the Card by text or on the website. Where an additional Card has been issued by The National Bank to access the Available Balance, the additional Card can still be used when the principal Card has been locked. Similarly, if the additional Card has been locked, the principal Card can still be used to access the Available Balance. Only the cardholder can lock and unlock their Card. As the Card is still active you will continue to be charged the monthly fee even though you cannot use the Card. Locking your Card is a temporary measure – if you think your Card has been lost or stolen you should immediately notify us in accordance with Clause 13.
- 12.9 Additional details of SMS text messaging can be found earlier in this Guide.

13. What happens if Your Card is Lost or Stolen?

- 13.1 You must make a report to us by calling The National Bank immediately when you become aware that:

- a) your Card has been lost or stolen; or
- b) your Card or any of your Card Details have or may have been used by someone else without your authority.

- 13.2 The best way to make a report is to call us on 0800 75 73 72 (or +64 4 803 3023 from overseas). You may also notify The National Bank by coming into any National Bank branch within New Zealand. If for any reason we are unavailable, you should report the loss or theft to MasterCard by calling 0800 449 140 or, if overseas, to any bank displaying the MasterCard symbol. When a telephone report is made to us, we will give you a notification number or some other form of acknowledgement. You should retain this as evidence of the time and date of your report.
- 13.3 If you report to The National Bank that a Card has been lost or stolen, or your Card Details have been used by someone else without your authority, the Card will be cancelled as soon as the report is made. Therefore, if the Card has been lost or stolen and you find it after making the report, you must not use the Card. You must destroy the Card by cutting it diagonally in half through the magnetic strip and through the chip.
- 13.4 We may issue you with a replacement Card (whether you are in New Zealand or overseas) in which case the number of the replacement Card may be changed by us. In that event, these Conditions of Use will apply to your use of the replacement Card. You will not be able to use the replacement Card to perform Transactions that require a PIN until you have activated it and loaded the new PIN for the replacement Card by phoning 0800 75 73 72 (or +64 4 803 3023 from overseas) and verifying your identity (including providing your Secure Access Code). You will still be able to use the replacement Card for Transactions requiring a signature only. Fees apply for replacement cards.



13.5 Where an additional Card has been issued by The National Bank to access Available Balance, the additional Card can still be used when the principal Card has been lost. Similarly, if the additional Card has been lost, the principal Card can still be used to access the Available Balance. You are still obliged to notify us that your Card is no longer in your possession as set out in this clause.

13.6 Clause 18.3 sets out when you may be liable for Transactions for which you did not give authority (including mail, telephone and internet Transactions) incurred before the report is received by us.

14. Replacement Card

If your Card becomes faulty or damaged, you may order a replacement Card by calling The National Bank. All such Cards are subject to these Conditions of Use. A fee applies for replacement of a Card, except where the Card becomes faulty (and the Card is returned to us). We reserve the right not to issue a replacement Card to you.

15. Changes to these Conditions of Use

The National Bank may amend these Conditions of Use at any time. The National Bank will notify you of any change by direct communication to your last known address, or by advertisement in the public notices columns of major newspapers or by displaying the change in branches of The National Bank. Any change is binding from the date notified by The National Bank. By using your Card after the change has come into effect you agree to be bound by it. Conditions of Use will also be updated online at www.icash.co.nz

Any amendment to these Conditions of Use which results in a change to your liability for losses will be notified to you in writing, posted to your address according to The National Bank's records, at least 30 days before the change takes effect. By using your Card after the change has come into effect you agree to be bound by the amended Conditions of Use.

If we give you notice of a change to these Conditions of Use and, as a result, you no longer wish to receive the Card Services, you can request us to cancel your Card as detailed in Clause 16 below.

16. Expiry or Cancellation of the Card and Redemption of Available Balance

16.1 Once activated, a Card is operative until the earlier of the Card Expiry Date or date the Card Services are suspended or terminated or the Card is cancelled in accordance with this Clause.

16.2 Once the Card has expired or been cancelled:

- a) the Card must not be used and we require you to destroy the expired or cancelled Card by cutting it diagonally in half through the magnetic strip and through the chip; and
- b) you are responsible for any use of the Card until it has been cut diagonally in half through the magnetic strip and through the chip.

16.3 Expiry

Once the Card has expired, you will be issued with a new Card with the same Card number, CVC2, PIN and a new Card Expiry Date.

16.4 Cancellation by you

You may request the cancellation of your Card by visiting a National Bank branch within New Zealand or by mail by sending in the Card cut diagonally in half through the magnetic strip and through the chip and written notification of your request to close. The Principal Cardholder may request cancellation of any additional Card at any time. The National Bank will be under no obligation to notify the Additional Cardholder before cancelling their Card in accordance with a Principal Cardholder's request.

16.5 Cancellation by The National Bank

The National Bank may at any time without notice cancel



your Card and ask that the Card be returned to The National Bank. You must return each cancelled Card to The National Bank immediately after you are advised of its cancellation. Any residual Available Balance will be returned to you as set out in Clause 16.6.

16.6 Redeeming Available Balance

Before you cancel your Card, you may redeem some or all of any Available Balance:

- a) for cash at an ATM (subject to any minimum and maximum ATM withdrawal amount);
- b) by other means using a Transaction; or
- c) by requesting the cancellation of the Card so that any remaining Available Balance will be returned to you by way of the procedure set out below.

16.7 Payment of funds redeemed on cancellation (if any) may, at our discretion, be made either:

- a) by means of a direct deposit into a bank account (if any) that you hold with us; or
- b) in cash, if you do not hold a bank account with The National Bank.

Funds redeemed on cancellation will only be paid to and at the request of the Principal Cardholder. Cancellation of an additional Card does not entitle that Additional Cardholder to a redemption of any funds.

16.8 Funds redeemed by cancellation of the Card will be paid by us to you not later than one Business Day after receipt of your cancellation request or the date we notified you of cancellation, less the amount of any Transactions on the Card which have not been finally settled (this may include any pre-authorisations or hold amounts as outlined in Clause 6.8). Not later than one Business Day after final settlement of the difference (if any) between the pre-authorisation or hold amount and the amount charged by the Merchant becoming available as Available Balance on your Card, we will repay that

difference to you.

17. Anti Money Laundering

17.1 We may delay, block or refuse to make a Transaction if we believe on reasonable grounds that making the Transaction may breach a law in New Zealand or any other country, and we will incur no liability to you if we do so. The National Bank is not liable for any loss or damage you may suffer as a consequence.

17.2 You understand that we may have to act promptly and on limited information if there is a suspicion of fraud, money laundering or other illegal activity.

17.3 You agree to provide all information to us which we reasonably require to comply with any law in New Zealand or any other country. You agree that we may disclose information which you provide to us where required by any law in New Zealand or any other country.

17.4 You declare and undertake to us that any payment of monies in accordance with your instructions to us will not breach any law in New Zealand or any other country.

18. Liability

18.1 Systems and facilities

The ATMs and Merchant systems and facilities at which you seek to use the Card may not be owned by us and we are not responsible for ensuring that they will accept the Card. The MasterCard logo may be displayed in some countries where the Card may not operate (due to restrictions on MasterCard).

18.2 Disruption to Card Services

Please allow sufficient time when planning Transactions. You should bear in mind that occasionally a service may be disrupted. A "disruption" is where a service is temporarily unavailable or where a system or equipment fails to function in a normal or satisfactory manner. We will correct any incorrect entry which is made as a result



of a disruption and will adjust any fees or charges which have been applied as a result of an incorrect entry. To the maximum extent permitted by law, we will not be liable for any loss or damage, including consequential loss or damage, suffered because of a disruption. This disclaimer is in addition to, and does not restrict, any other provisions contained in these Conditions of Use which limit our liability.

18.3 Unauthorised Transactions

If the Card is used for Transactions without your authority, your liability is set out below.

- a) Subject to the other provisions of these Conditions of Use, you will not be liable for unauthorised Transactions:
- > relating to a forged, faulty, expired or cancelled Card;
 - > where faults occur in machines, Cards or systems used, unless the faults are obvious or advised by message or notice on display;
 - > where it is clear that you have not contributed to the loss;
 - > that are caused by the fraudulent or negligent conduct of our employees or agents or any organisation involved in the provision of the Card Services;
 - > that are caused by the same Transaction being incorrectly debited more than once;
 - > resulting from unauthorised use of the Card or PIN:
 - in relation to a Transaction which does not require a PIN authorisation, before your receipt of the Card;
 - in relation to a Transaction which requires PIN authorisation, before you have activated the Card and been given a PIN; or
 - > after notification to National Bank that the Card has been misused, lost or stolen, or that the PIN or Card

Details security have been breached.

- b) You will be liable for any loss of Available Balance arising from any unauthorised Transaction using the Card or PIN if:
- (i) the loss occurs before notification to us that the Card has been misused, lost or stolen; or that the PIN has become known to someone else; and
 - (ii) you have contributed to the loss in any way, including through:
 - fraud, or failure to look after and keep the Card and Card Details secure in accordance with these Conditions of Use;
 - voluntarily disclosing the PIN or other Card Details to anyone, including a family member or friend;
 - keeping a record of the PIN or Secure Access Code on the Card, or any article carried with the Card or which may be lost or stolen at the same time as the Card;
 - failure to take all reasonable steps to prevent disclosure to any person when keying-in PINs or Secure Access Codes;
 - using an unsuitable PIN or Secure Access Code as described in Clause 4.3 b);
 - unreasonable delay in notifying National Bank of the misuse, loss or theft of the Card or of the PIN or Card Details becoming known to someone else and the loss occurs between the time you did, or reasonably should have, become aware of these matters and the time of notification to us;
 - your lending the Card to another person; or
 - otherwise acting with extreme carelessness in failing to protect the security of your PIN or Secure Access Code.

However, you will not be liable for any portion of the loss in



excess of the Available Balance of the Card.

- c) Where a PIN was required to perform the unauthorised Transaction, and Clause 18.3 b) does not apply, you will not be liable for any loss of Available Balance arising from an unauthorised Transaction (if the loss occurs before notification to National Bank that the Card has been misused, lost or stolen or the PIN has become known to someone else).

18.4 *Force majeure*

To the extent permitted by law, we will not be liable to you for any loss or damage (whether direct or consequential), nor be in default under these Conditions of Use, for failure to observe or perform any of our obligations under the Conditions of Use for any reason or cause which could not, with reasonable diligence, be controlled or prevented by us, including acts of God, acts of nature, acts of government or their agencies, strikes or other industrial action, fire, flood, storm, riots, power shortages or failures, sudden or unexpected system failure or disruption by war or sabotage.

18.5 *Indemnity*

To the extent permitted by law, you indemnify us against any loss or damage we may suffer due to any claim, demand or action of any kind brought against us directly or indirectly because you:

- a) did not observe your obligations under; or
- b) acted negligently or fraudulently in connection with, these Conditions of Use.

19. **Disclaimer of Warranties**

- 19.1 Except as expressly provided in these Conditions of Use, and to the extent permitted by law, we make no representations or warranties of any kind to you, whether express or implied, regarding the Card, the Card Services or any other subject matter of these Conditions of Use, including (without limitation), any implied warranties of merchantability or fitness for a particular purpose.

- 19.2 We do not represent or warrant that the Card will be accepted in every ATM or by every Merchant and we shall not be held liable if an ATM or a Merchant does not accept the Card.
- 19.3 We do not represent or warrant the quality of any goods or services acquired in conjunction with your use of the Card or Available Balance and you acknowledge and accept that all complaints regarding defective goods or services should be directed to the supplier of the goods or services.

20. **Reporting Errors and Resolving Disputes**

20.1 *Making a complaint*

If we make a mistake, or our services do not meet your expectations, we want to know.

For the fastest possible resolution to your complaint call us on 0800 75 73 72 or +64 4 803 3023 from overseas, or come into any National Bank branch within New Zealand. Alternatively, you can follow our internal complaints procedure.

For full details of our internal complaints procedure, please ask for The National Bank's brochure "If there's a problem we'd like to fix it" which is available at any National Bank branch.

If you have followed our internal complaints procedure and you are dissatisfied with our decision you may refer your complaint to:

Office of the Banking Ombudsman
109-111 Featherston St
PO Box 10-573
Wellington 6143

20.2 *Disputed Transactions*

Notification to The National Bank: If you believe you have been incorrectly charged, or a Transaction is incorrectly recorded, or you believe you have lost funds because an ATM is not working properly, you need to notify The



National Bank immediately in writing. The operating rules that MasterCard Members (of which The National Bank is one) must comply with impose time limits on reporting disputed Transactions. Submission of the disputed Transaction must be made to The National Bank within 60 days of the date the disputed Transaction is processed. It is advisable to notify The National Bank of any disputed Transactions as soon as you become aware of it.

If you wish to lodge a Transaction dispute, please download the dispute form from www.icash.co.nz or pick one up from any National Bank branch and post the completed form to:

National Bank Cards
Chargebacks
Private Bag 39802
Wellington Mail Centre
Lower Hutt 5045

Merchant dispute: Any complaints regarding a Merchant or goods or services purchased using your Card must be resolved with the Merchant concerned. In very limited circumstances, if you do not receive goods or services you have ordered using your Card, and if you cannot resolve your dispute with the Merchant, The National Bank may be entitled to charge back the Transaction and provide you with a refund.

Information required to be submitted: If you believe an error has been made, you will need to provide The National Bank with your name and Card Details. You will also need to describe what happened, when it happened, how much you believe has been lost and, if relevant, who the Merchant is or (in the case of an ATM cash withdrawal) where the ATM is located.

When The National Bank will respond: The National Bank will investigate and report back to you within a reasonable period. If there is any delay The National Bank will advise you of the reason for the delay.

Action The National Bank will take: The National Bank will

correct any error, to the extent possible, if The National Bank is satisfied that an ATM was not working properly, if The National Bank made an error, where the Card used was forged or faulty or, subject to the exceptions set out in these Conditions of Use, if the Card has been used fraudulently. If, as a result of The National Bank's investigations, The National Bank believes that the charge or Transaction should remain, The National Bank will write to you setting out the reasons for this conclusion.

21. Waiver

The waiver by us of any rights arising from a breach of the terms of the Conditions of Use, or of any rights or powers arising under the Conditions of Use, must be in writing and signed by us. A failure or delay by us in the exercise, or partial exercise, of a right or power under the Conditions of Use does not result in a waiver of that right or power. You may not rely on any conduct, representation or statement by us or our employees as a defence to the exercise of a right or power conferred on us by these Conditions of Use. This provision may not itself be waived except by us in writing.

22. Your Personal Information

22.1 General

When you deal with The National Bank, we are likely to collect and use some of your personal information. We explain below when and how The National Bank may collect and use your personal information.

Information you provide to The National Bank will be kept strictly confidential and will be securely held by The National Bank. You have a right to access the information by enquiring at any National Bank branch and you may also request that it be corrected. A fee may be payable.

So The National Bank can ensure your information is accurate, please let us know of any changes in your



personal details, such as your address.

22.2 *Use of your personal information by The National Bank*

The National Bank may collect your personal information and use it:

- (i) to assist in providing information about a facility, product or service;
- (ii) to consider your request for a facility, product or service;
- (iii) to enable The National Bank to administer, manage and monitor any facility, product or service;
- (iv) to perform other administrative and operational tasks (including risk management, systems development and testing, credit scoring, staff training, and market or customer satisfaction research);
- (v) to conduct market research, data processing and statistical analysis;
- (vi) unless you disagree, to provide you with information about other facilities, products or services including select third party products or services;
- (vii) to prevent or investigate any fraud or crime (or a suspected fraud or crime); and
- (viii) as required by relevant laws, regulations, codes and external payment systems.

22.3 *Absence of relevant personal information*

If you do not provide some or all of the information requested, The National Bank may be unable to provide you with a product or service.

22.4 *Where you supply The National Bank with personal information about someone else*

If you give The National Bank personal information about someone else, please show them a copy of these

Conditions of Use so that they may understand the manner in which their personal information may be used or disclosed by The National Bank in connection with your dealings with The National Bank.

22.5 *Disclosures by The National Bank*

The National Bank may disclose information about you to its agents and contractors for the above purposes.

The National Bank may disclose information about you to credit reference agencies for the purpose of obtaining credit reports on you and debt collection or credit reference agencies if you default on any obligations to The National Bank. Those credit reference or debt collection agencies may retain that information and provide it to their customers who use their credit reporting services.

If you are under 18 years old, The National Bank may contact your parent(s)/guardian(s) to disclose, or to collect, information about you that will help The National Bank contact you, or to obtain repayment of any amount you owe The National Bank.

The National Bank may obtain information and make such enquiries about you as The National Bank may consider warranted from any source including credit reference agencies for the above purposes.

Certain laws also require The National Bank to disclose your information on request, for example the Tax Administration Act 1994. If The National Bank receives a request from certain agencies to release your information, The National Bank may not be able to tell you that the request has been received. The National Bank may also disclose information to the police, certain government agencies or other financial institutions where The National Bank reasonably believes that the disclosure will assist in the investigation, detection and/or prevention of fraud or other criminal offences, such as money laundering. The National Bank is subject to



anti money laundering and terrorist financing legislation in force in New Zealand, Australia and other countries. You agree to provide all information to The National Bank which it reasonably requires to comply with these laws. Anti-money laundering and terrorist financing legislation in force in New Zealand, Australia and other countries may prohibit us from entering or concluding Transactions which involve certain countries, persons or entities. As a result, you agree that The National Bank may:

- (i) delay or block any Transaction or refuse to pay any money without incurring any liability; or
- (ii) disclose any information concerning you or the Transaction to the New Zealand Police or Australian Federal Police or any relevant authority in any country in order to ascertain whether the laws in that country apply to a Transaction or otherwise in compliance with those laws that aim to prevent or detect terrorist financing or money laundering, in the reasonable belief that the Transaction may contravene those laws, and The National Bank will not incur any liability to you as a result of that action.

In this Clause, 'money laundering' includes any dealing with the proceeds of criminal activity and any dealing with funds or assets of any person or entity suspected of involvement in terrorism or any terrorist act.

23. Change of Name or Address

- 23.1 You must notify us of any change of name or address (or both) as soon as possible, by:
- a) calling The National Bank on 0800 75 73 72 (or +64 4 803 3023 from overseas) or
 - b) visiting any National Bank branch within New Zealand and advising us of the details of the change.

- 23.2 We will not accept a post office box address as a valid residential address for you.
- 23.3 We will not be responsible for any errors or losses associated with any change of name or address (or both) where we have not received prior notice.

24. Assignments

We may assign any of our rights under these Conditions of Use to any person or business.

25. Applicable laws

These Conditions of Use are governed by and will be construed according to the laws of New Zealand and you submit to the non-exclusive jurisdiction of the courts of New Zealand.

Contact us

Online: www.icash.co.nz

Email: enquiry@nbnz.co.nz

Call: 0800 75 73 72 (or +64 4 803 3023 from overseas)

Visit: Any National Bank branch



Please read these Conditions of Use before you use your card

These Conditions of Use (as amended from time to time) govern the use of your National Bank iCash card. Please read them before you use your card and retain them for future reference.

By using your card you agree to be bound by these Conditions of Use. Your new National Bank iCash card can be used in an ATM and for purchases (including those made at an EFTPOS terminal, over the phone, mail order and online purchases over the internet).

We are bound by the Code of Banking Practice when we provide our products or services to you. A copy of this is available from any National Bank branch.

A copy of the Disclosure Statement published by ANZ National Bank Limited is available from any National Bank branch.



The National Bank
The Thoroughbred Among Banks

The National Bank of New Zealand, Part of ANZ National Bank Limited.

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