

Please read these General Terms and Conditions (the "Terms and Conditions") carefully. Where these Terms and Conditions conflict with any additional or special terms and conditions applying to any of your accounts or our services, those additional or special terms and conditions shall prevail.

Nelson Building Society may also be referred to as "NBS", "we", "us" and "our".

NBS can decide not to open any account you request, and we can decide not to provide credit or any of our products or services to you at our sole discretion.

By operating any of your NBS Accounts, you agree to comply with these Terms and Conditions.

If at any time part of these Terms and Conditions or part of any additional or special terms and conditions is found to be illegal, invalid or otherwise unenforceable, then this will not affect the legality, validity or enforceability of the rest of the relevant terms and conditions.

You have rights that are given to you by law. If part of these Terms and Conditions or part of any additional or special terms and conditions conflicts with any right given to you by law, then to the extent permitted by law, these Terms and Conditions or any additional or special terms and conditions shall apply to the extent that they amend or negate the rights at law. Otherwise, these terms and conditions or any additional or special terms and conditions shall be read subject to law.

No delay or failure to act will be construed as a waiver or will in any way prejudice the rights of the NBS under these Terms and Conditions or any Specific Terms and Conditions.

Accounts Generally

- To open an account, you will be required to complete the relevant application form, provide satisfactory proof of your identity and we may require you to credit a minimum amount of funds to your account immediately upon opening. Examples of acceptable identity documents are available on our website and can be found under ID Documents.
- You may be required to complete or use NBS standard forms, or forms approved by us, when using an account or service provided by us.
- To protect your property and information, we may require you to prove your identity to our satisfaction at any time.
- You must notify NBS of the number of signatories required to authorise a transaction. The same number of signatories will apply regardless of the service you are using or the amount of the transaction.
- NBS may open joint accounts for you with other Clients, upon request. These Terms and Conditions will apply to any joint accounts you may open or operate now or in the future.
- Payments from your NBS account may be declined or reversed if there are insufficient funds or for other reasons. Funds paid into your NBS account may not be available for you to withdraw until the payment is cleared.
- If NBS permits you to draw against uncleared funds, we are providing credit and will require you to repay those funds (including interest and charges) if the payment/s into your NBS account are reversed out.
- Unless you request otherwise, at least every six months, we will make available to you records relating to your transactional accounts. These will be in printed or electronic form as agreed with you. You should check all entries in your NBS account statement/s and report immediately to NBS any apparent errors or transactions you have not authorised. Please refer to our dispute section of these Terms and Conditions for our investigation procedures.
- Your rights in any account including credit balances, cannot be assigned, mortgaged or charged except in favour of NBS, or with our written consent.

Deductions and Fees/Charges

- You agree to pay all fees and other charges relating to the use of NBS Accounts and services which may change from time to time. Our website will always have our current fees.
- NBS may without notice deduct from any of your NBS Accounts all fees, government charges and any other amounts owed by you to NBS. This includes any recovery/collection costs - the cost of enforcing or attempting to enforce our rights in relation to any of your Accounts and any service provided to you (including legal expenses). NBS may use any credit balance in any of your Accounts to meet any unpaid amounts.
- NBS is legally required to deduct withholding tax direct from any interest credited or paid to you unless you have supplied NBS with a current exemption certificate or you are listed on the IRD website as exempt. If your IRD number has not been supplied, we are required to make this deduction at a higher tax rate.
- If you are non-resident for New Zealand tax purposes, NBS is legally required to deduct from any interest credited or paid to you either by non-resident withholding tax at the relevant country rate, or non-resident approved issuer levy and pay such amount to Inland Revenue Department.
- You are required to inform NBS when your resident or non-resident status changes.

Suspension and Closure of Accounts

NBS reserves the right to close or suspend the operation of an account or product or withdraw a service.

Suspension of Accounts

NBS may immediately suspend the operation of your account for various reasons.

These include but are not limited to:

- complying with a court order, law or regulation;
- NBS being notified by any party of a dispute over the ownership of the funds or the operation of the account;
- for restricted accounts, until all the required actions have been completed;
- there are not enough funds to cover payment instructions or other obligations; or
- you or any guarantor has suffered a bankruptcy event or an insolvency event.

Upon suspending the account, NBS may lift the suspension or seek directions from the Court in relation to the funds in your account.

When the operation of an account is suspended, or a transaction has been delayed or refused, we will attempt to advise you as soon as possible. We may not be able to tell you why your account has been suspended or a transaction has been delayed or refused if, for example, we have to comply with laws in New Zealand or overseas. We will not be responsible for any losses or costs you or anyone else incur because we have refused to complete any transaction or an account is suspended.

Closure of Accounts

We will not normally close your account unless we have given you 14 days' notice in accordance with the Notifications section of these Terms and Conditions.

However, NBS may close your account immediately in some circumstances. These include but are not limited to:

- complying with a court order or any law or regulation;
- if you have fraudulent activity related to your account;
- if you have breached NBS terms and conditions;
- if you have acted abusively towards NBS staff;
- we believe or suspect you're using your accounts in a manner that is inappropriate, or unlawful;
- your account has never been used, or has not been used for an extended period; or
- we learn of your or any guarantor's death or lack of legal capacity.

When an account is closed, we will request that you return or destroy any NBS Debit Mastercard relating to that account. If there are any funds remaining in your account or any interest owing to you at the time of closure, we will return these funds to you (provided they are not in dispute). However, NBS will deduct any fees or interest owing.

Privacy

- NBS collects personal information about you. The personal information collected is to enable you to open and operate an account with NBS, to obtain the use of other NBS products and services, use personal information for security reasons and investigations and to comply with the law.
- NBS will provide personal information to third parties such as credit reporting agencies, where we gain and share information, and anyone who assists us to deliver our products and services.
- The personal information we collect will be held electronically in facilities in New Zealand through a third party service provider.
- If you choose not to provide your personal information or provide incorrect personal information, it may affect the products or services we can provide you.
- You have rights of access to, and correction of, personal information supplied to and held by NBS.
- NBS may use any personal information about you to advise you about any other products or services offered or promoted or endorsed by NBS.
- If you do not want NBS to share your personal information with third party service providers for marketing purposes, (eg NBS market research and analysis on our brand, products and services or third party service providers' advertisements) you can unsubscribe from NBS marketing emails.

For further information on how we collect and handle your information, please view our Privacy Statement available on our website.

Authority to Operate

- NBS will not be liable to you or any other person for any transaction(s) carried out by a person with authority to operate your account.
- Any variation to the Signing Authority may not be effective until the request has been accepted and processed by NBS.
- You authorise NBS to act on any telephone, text message, internet or email instruction received by us which is or is purported to be given by you or any person authorised by the Signing Authority to operate your account.

Special Rules Applying To Particular Accounts

- Partnership/Firm Accounts - Unless otherwise agreed with NBS in writing, the partners of the partnership or the proprietors of the firm are jointly and severally liable to NBS for all amounts owing in relation to the Partnership or Firm Accounts. Any one or more of them may be required to pay all the funds owed.
- Joint Accounts - Unless otherwise agreed with NBS in writing, Joint Account holders are jointly and severally liable to NBS for all amounts owing in relation to the Joint Accounts. Any one or more of them may be required to pay all of the funds owed. If one of the Joint Account holders dies, NBS is authorised to pay the survivor(s) any credit balance in the Account. The survivor(s) will remain liable for any liabilities to NBS. If a dispute arises between Joint Account holders, you must advise NBS immediately and seek independent legal advice. NBS shall have no liability to you for any action taken on the instructions of any one of the Joint Account holders and may prevent you from using your Joint Account until all Joint Account holders confirm to NBS in writing that the dispute has been resolved.
- Society, Lodge or Club Accounts - Unless otherwise agreed with NBS in writing, where the Society, Lodge or Club is unincorporated, those parties who have Signing Authority are jointly and severally liable for all amounts owing in relation to the Society, Lodge or Club Accounts. Any one or more of them may be required to pay all the funds owed.
- Trust/Estate Accounts - Unless otherwise agreed with NBS in writing, all trustees of any Trust, and the executors or administrators of any Estate, are jointly and severally liable for any amount owing to NBS in relation to the Trust or Estate Accounts. Any one or more of them may be required to pay all the funds owed. In the case of a Trust, the trustees will not allow the Trust Deed to be amended unless NBS agrees. The trustees or the executors or administrators, as the case may be, will advise NBS of the resignation or appointment of any trustee, executor or administrator and ensure that any new trustee, executor or administrator agrees to be bound by the terms and conditions applicable to the Account.

Electronic Payments

This section refers to payments in general made by NBS' Internet Banking, Mobile Banking, Automatic Payment, Direct Debit and Direct Credit services for which NBS has specific Terms and Conditions. The NBS Electronic Banking Terms and Conditions are available on our website.

- NBS will endeavour to effect payments as instructed but accepts 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 also stop or alter a payment without notice if circumstances require us to do so.
- You are responsible for ensuring sufficient funds are available in the account on any required payment date. If the payment is missed, for any reason, then it is your responsibility to make sure the payment is subsequently made.
- You may not be able to stop or reverse an electronic payment once it has 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 endeavour to recover payments made in error.

Automatic Payments

- NBS accepts no responsibility or liability for the accuracy of the information 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.
- NBS may determine the order of priority of payments from any account.
- An Automatic Payment Authority may be terminated or reduced without prior notice to you. In most cases, the Automatic Payment Authority will remain in effect in respect of all payments made in good faith, until notice of death, bankruptcy or cancellation is received by us.
- If you set up an Automatic Payment through Internet or Mobile Banking, you can cancel it the same way or through an NBS Branch. If you set up an Automatic Payment through a Branch you will need to make a request to a Branch to cancel it for you. The cancellation of an Automatic Payment must be requested at least one working day before the payment is due.

Direct Debits

- Direct Debit amounts and payment dates vary. They are initiated by the company/business receiving the payment, not NBS.
- You must notify the company/business receiving the payment of any change to your account details or cancellation of payment.
- Any queries regarding a Direct Debit payment should be made to the company/business receiving the payment (not to NBS).

Direct Credits

- It is your responsibility to inform the payer of any changes.

Consumer Guarantees Act

- Any products and services provided by us for the purposes of a business are not covered by the Consumer Guarantees Act 1993.

The Right to Make Changes

We reserve the right to withdraw an account, product or service or make changes to these Terms and Conditions or any additional terms and conditions applying to specified accounts at any time. This can include increasing, decreasing or changing any fees or charges payable in respect of any service or product.

We may make changes to these Terms and Conditions because of a change in the law or a practice.

Notifications

We will tell you what changes we will make and when the changes take effect. We will let you know at least 14 days before we make the change. We can choose to advise any change in the following ways:

- We can choose to write to you, send you an email, text message, message you through Internet Banking, or call you by phone to explain any changes.
- We can display information about any changes in our branches or on our website.

Transaction Disputes

- A transaction dispute is when something has gone wrong with a transaction and you believe the transaction should be reversed.
- If any dispute arises concerning any transaction carried out using your NBS account/s you should try and contact the merchant first. If you have done this and you still disagree with the transaction, contact your local branch, call free phone 0800 101 700 or send a secure message through our Internet Banking service.
- If you dispute any transaction recorded in your account, you must notify us in writing within 21 days of the disputed transaction occurring.
- If the matter cannot be resolved immediately, we will investigate and report back to you within 10 working days or, if there is likely to be a delay, will advise you of the reason for this delay and if we can reverse the transaction.

If you want to dispute a transaction relating to your NBS Debit Mastercard, please refer to the Conditions of Use for NBS Debit Mastercard available on our website.

Liability and Indemnity

Subject to any other provision of these Terms and Conditions or any additional or special terms and conditions applicable to you or your account:

To the maximum extent permitted by law, we shall not under any circumstance be liable:

- For any losses caused by us not acting on any instruction which is illegible, unclear or where there are insufficient funds in the relevant account;
- For any losses caused by any circumstance beyond NBS' control; or
- For any losses caused by us acting on any unauthorised, forged or fraudulent instructions unless we could have reasonably detected that any such instructions were unauthorised, forged or fraudulent.

Subject to any other provision of these General Terms and Conditions or any additional or special terms and conditions, you agree to indemnify and hold NBS harmless against:

- All claims, actions, demands, liabilities and losses we may incur as a result of acting on any instruction in accordance with these General Terms and Conditions or any additional or special terms and conditions (unless we have been negligent); and
- Any loss or damage suffered by us, our Clients, or a third party for any claim or action brought against you resulting from your breach of these General Terms and Conditions or any additional or special terms and conditions.

Complaints

NBS always aims to provide you with the highest quality of service because your satisfaction is important to us.

If you have a complaint about our service or our products, please contact your local branch manager as soon as possible so that they can sort it out quickly. Our branch manager's details are set out on our website nbs.co.nz/about/our-branches

If you are still not satisfied with the outcome from your local branch manager, you can contact us by:

Emailing: complaints@nbs.co.nz

Calling: +64 3 548 2164 or 0800 101 700

Writing to:

The Head of People and Client Experience

111 Trafalgar Street

PO Box 62

NELSON 7040

We will acknowledge your complaint within two working days via your preferred contact method. Where possible, we aim to resolve your complaint on the spot. However, if we are unable to do so, we will:

- Review your complaint and let you know what we are going to do about your complaint within five working days of receiving it
- If we need additional time to resolve your complaint, we will let you know when you can expect a response; and/or
- We will contact you via phone or email to discuss our final response, and provide an explanation of what we have found, what we plan to do, and why we made the decision.

Banking Ombudsman Scheme

If you are not satisfied with the resolution we propose, you can contact the Banking Ombudsman Scheme (which is an approved dispute resolution scheme under the Financial Service Providers (Registration and Dispute Resolution) Act 2008).

The Banking Ombudsman Scheme offer a free, independent dispute resolution service that may help investigate or resolve your complaint.

You can contact the Banking Ombudsman by:

Visiting:

The Office of the Banking Ombudsman
Level 5, Huddart Parker Building
1, Post Office Square
WELLINGTON 6011

Writing:

Freepost 218002
PO Box 25327
Featherstone Street
Wellington 6146

Emailing: help@bankomb.org.nz

Calling: 0800 805 950 or +64 4 915 0400 (from overseas)

Submitting a complaint through the website: bankomb.org.nz