

Conditions of Use for NBS Debit Mastercard®

September 2020

NBS
Banking for life

These Conditions of Use apply to the Nelson Building Society (NBS) Debit Mastercard®. Please read these Conditions of Use and then keep this document in a safe place. NBS General Terms and Conditions and NBS Transaction and Service fees also apply.

By signing or using your Card or using any other payment instrument to access your Card Account, you are deemed to have read, understood and agreed to comply with these Conditions of Use.

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1. General

Under our Conditions of Use you:

- must keep your card and any Personal Identification Number (**PIN**) secure;
- agree that your Card is the property of NBS; and
- must sign your Card as soon as you receive it.

If you have any enquiries about your Card, you can call us between 9.00am and 4.30pm, Monday to Friday on 0800 101 700. If you need to write to us, our address is: NBS, PO Box 62, Nelson 7040.

NBS can also accept electronic communications. Find out more information by following the Contact Us link on our website, www.nbs.co.nz.

You are responsible for promptly informing NBS of any change of your personal details (including your name, address, telephone, mobile and email address). Failure to notify us of your personal details, may impact your rights under these Conditions of Use.

2. Receiving and Signing your Card

When you receive your Card you must immediately sign it. You must not use your Card until you have signed it. You must not send your Card or have any other person send your Card to you overseas. Please contact us to find out about sending a Card overseas or receiving a Card while you are overseas.

3. Ownership of your Card

Your Card and Card numbers are the property of NBS. You must not copy or reproduce them. If NBS tells you to return or destroy your Card then you must do so.

4. Selecting your PIN

When you are issued with your Card you will need to visit a NBS branch with the Card and suitable ID (e.g. passport or New Zealand driver licence) in order to select a PIN. Your PIN enables you to use your Card in Electronic Funds Devices such as ATMs and EFT terminals.

When you select your PIN, you should choose a number that you will be able to remember easily as you must memorise it. You must not choose unsuitable numbers such as birth dates, months or years, parts of your telephone number, parts of your Card number or sequential or easily identified numbers (e.g. 2345 or 2222). You must also not use numbers from personal data such as your driver's licence, or password or other numbers easily connected with you.

We recommend using different PIN numbers for different Cards. If you wish to change your PIN, you will need to visit an NBS Branch with your Card and suitable ID.

From time to time we may replace/reissue you with a Card pre-loaded with your existing PIN, which means you do not need to visit a NBS branch to select a PIN unless you want to change it.

5. Protecting your PIN and Card

Your PIN identifies you and allows you to access your Card Account. NBS will not take any further steps to verify the person using your Card and your PIN, so anyone else using your Card and your PIN will be allowed access to your Card Account, whether or not you have given them your permission.

To protect yourself against Card fraud you must safeguard your Card and your PIN must not be:

- written down, especially not on the Card,
- kept in any form with the Card,
- disclosed to any other person, including the Police, family members or NBS staff, or
- negligently or recklessly disclosed. You must ensure no one can see you enter your PIN at ATMs and EFT terminals.

You must exercise every possible care to ensure the safety of your Card. You must not allow others to use your Card, Card number or PIN. Always get your Card back after using it. You must make sure that your Card is kept secure. Do not leave your Card in an unattended wallet, purse or vehicle or anywhere a thief could remove the Card without being noticed (particularly in night clubs, hotels or restaurants). If your Card is lost or stolen it can be used for unauthorised transactions, which may result in a loss to you.

6. Lost or Stolen Cards/PINS

You must notify NBS immediately if:

- your Card is lost or stolen;
- your PIN becomes known to someone else; or
- a record of your PIN is lost or stolen.

You will be required to provide information on how the loss occurred.

If the loss of the Card occurs outside of business hours, immediately notify us on 0800 101 627. We may pass on all relevant information to other banks, the police, Mastercard or those involved in processing your Card payments.

If you are outside of New Zealand, please: notify us by calling **+6435489928** collect. There may be a charge to your Card Account if a replacement Card is required.

7. Liabilities

Liability for losses which result from lost/stolen cards/PINS

Once you have told us that your Card has been lost or stolen, or your PIN disclosed to or known by someone else, or there has been an unauthorised use of your Card (either in New Zealand or overseas), you will not be held liable for any unauthorised use of your Card after that time, unless you have acted fraudulently or negligently.

You will be deemed to have acted fraudulently or negligently if:

- failed to reasonably safeguard your Card,
- kept a written record or your PIN on or with your Card,
- you have kept your PIN in a form that can be readily identified as a PIN,
- selected an unsuitable PIN,
- disclosed your PIN to anyone, whether family or those in apparent authority including bank staff, or let them use your Card,
- unreasonably delayed notifying us that your Card has been lost or stolen, or that your PIN has been disclosed,
- failed to take all reasonable steps to prevent disclosure to any other person when keying in your PIN, or
- breached these Conditions of Use. If any of the above apply, your maximum liability will be the lesser of:
 - the actual loss at the time of notification, or
 - the maximum amount that you would have been entitled to withdraw from your account between the time your Card is lost/stolen and the time you notify us.

If your Card gives you access to an account with a credit facility, failure to look after your Card and PIN could result in a substantial loss for which you could be held responsible. There may also be a charge to your account if a replacement Card is required.

NBS's liability

NBS will be responsible for any direct and/or reasonably foreseeable loss or damage caused by the failure of either your Card or any Electronic Funds Device (excluding any Card or EFT terminal which is obviously faulty or in the case of an EFT terminal which has been advised by message notice or display as being faulty) to function properly. We will also be liable for any direct or indirect loss or damage which results from the fraudulent or negligent acts or omissions

of our employees. NBS will have no liability for consequential loss which you may suffer in any circumstances.

Liability for transactions charged to your account

You are responsible for all transactions made with the use of your Card or Card number.

You will be required to pay us the amounts on all:

- cash advance and sales vouchers signed or authorised by you or another Cardholder on your account;
- mail, telephone, internet order or email transactions and recurring payments authorised by you or another Cardholder on your account;
- EFT transactions carried out on your account using your Card or the Card of another Cardholder on your account; and
- other transactions authorised by you or another Cardholder on your account and approved by us.

There are risks involved if you or another Cardholder on your account initiate a transaction by mail order, telephone order, internet or by email. You are giving authority to the Mastercard merchant to process an EFT transaction or issue a sales voucher for the purchase amount which will be debited to your account. Before undertaking any transaction and particularly before you agree to make a purchase from a Mastercard merchant, you should consider the security and standing of the merchant company or entity you are doing business with. If you or another Cardholder on your account initiate recurring payment transactions, i.e. if you agree with a Mastercard merchant that an amount will be debited against your account on a regular basis, then you are liable for meeting those transaction amounts even if you close your account, unless you have cancelled such payments with the merchant.

In certain circumstances your agreement with the merchant may authorise the debiting of your account with additional purchase amounts without the need for your signature. Provided these amounts have been incurred under the terms of that agreement they may be charged to your account.

8. Incorrect or Unauthorised Transactions

If you think a transaction shown on your statement is incorrect, you can dispute it, by following the procedures described in section 19 entitled "Transaction Disputes". In some situations, if you do not receive the goods or services you have ordered with your Card or by use of your Card number, or you have not authorised a transaction, you may be able to get a credit for the transaction from the merchant.

9. Card Transaction Requirements

Use of your Card constitutes an irrevocable order to NBS. You may not stop payment of a transaction once requested. There are limited circumstances under which we can reverse a transaction which will be subject to the rules of Mastercard. For example, we cannot reverse a transaction where there is a dispute with a merchant about the quality of goods and services. We will not be responsible for the goods and services supplied by any merchant, and any complaints you have with the merchant must be resolved by you directly with the merchant concerned.

Electronic funds transfers will be debited to your account on the day the transaction is made, or as soon as possible thereafter, subject to our right to vary the date of debiting due to circumstances beyond our control.

When you use your Card in an Electronic Funds Device other than a NBS ATM, the transaction will be processed as soon as we are notified by the bank that owns the Electronic Funds Device you used.

NBS may impose such restrictions as it reasonably thinks fit for the efficient processing of transactions and in order to reduce your and NBS's exposure to theft or fraud. These restrictions may include maximum daily transaction limits for Electronic Funds Transfers made with your Card, detail of which are available at nbs.co.nz.

You will be obliged to pay any amounts debited to your accounts which exceed the daily EFT transaction limits. In addition, there may be a daily limit on the number of EFT transactions you may make using your Card and/or a limit imposed by a particular merchant where you can use your Card to purchase goods or services from that merchant.

In respect of Off-line Funds Transfers, any voucher signed or authorised by you shall be authority for us to process the transaction to your account. The transaction will be processed as soon as we receive it. If an Off-line Funds Transfer is processed to an account that has been closed or is open and there is insufficient funds to permit the transaction, we will not be deemed in any way to have consented to that transfer. You are liable for meeting the transaction amount.

If you initiate a transaction with your Card by mail order, telephone order or via the internet you are authorising the Mastercard merchant to process an EFT transaction or issue a sales voucher for the purchase amount, which will be debited to your account.

The acceptance of an Electronic Funds Transfer or an Off-line Funds Transfer is not a representation by us that you have sufficient funds in your account to cover the transfer of funds. Where a transfer overdraws your account, normal overdraft charges will apply. Details of these charges are available from any of our Branches or by calling us on 0800 101 700 or at nbs.co.nz.

10. Card Acceptance & Limitations

In New Zealand, your card will be accepted in any Electronic Funds Device or by any merchant displaying the Mastercard® logo or PayPass™ logo. Overseas, the Card will be accepted by banks and merchants displaying the Mastercard symbol and at any Electronic Funds Device displaying the Mastercard® logo or PayPass™ logo. However, we will not be held liable if any bank or merchant either refuses to accept the Card, or will not allow the Card to be used to purchase particular types of goods and services. We will not be responsible for the goods and services supplied by any merchant. Any complaints you have with the merchant must be resolved by you directly with the merchant concerned.

The use of your card for foreign currency transactions may be subject to exchange controls or other government requirements.

Mastercard processes and converts into New Zealand Dollars, cash advances, purchases and/or charges made in foreign currencies at the rate(s) of exchange fixed by Mastercard.

A foreign currency fee will be charged by NBS on any such foreign currency transaction. Details of this fee is available in our Rates & Fee Schedule which forms part of these Conditions of Use, a copy of which is available at any NBS branch or online at nbs.co.nz.

11. Foreign Currency Transactions

The use of your Card for foreign currency transactions may be subject to exchange controls or other government requirements. Mastercard processes and converts into New Zealand Dollars, cash advances, purchases and/or charges made in foreign currencies at the rate(s) of exchange fixed by Mastercard on the day the transaction is processed (which may differ from the rate applicable on the date the transaction occurred or the date when the transaction was posted to your account). The total converted amount will appear on your statement. Transactions made in United States and Australian Dollars are converted directly into New Zealand Dollars. Mastercard converts transactions made in any other foreign currency into United States Dollars before converting them into New Zealand Dollars. A foreign currency fee will be charged by NBS on any such foreign currency transaction in addition to any fee charged by the merchant. Details of this fee is available in our Rates & Fee Schedule which forms part of these Conditions of Use, a copy of which is available at any NBS branch or online at nbs.co.nz.

Transactions reversed or refunded to your account, including by the merchant, may be different from the original amount debited due to changes in the currency conversion rates that may have occurred between the time the original transaction occurred and the time of the reversal or refund. For more information on obtaining reversals or refunds, please refer to section 19 entitled "Transactions Disputes".

Dynamic currency conversions may be offered to you by some merchants. This gives you the option of using your Card to pay for goods or services purchased from an overseas merchant, in New Zealand dollars at the point of sale (rather than the currency in which the merchant is domiciled). Any applicable merchant terms and conditions and/or international card scheme rules relating to dynamic currency conversion will apply. If you decide to purchase goods or services using dynamic currency conversion, the rate of exchange and any applicable fees will be charged by the merchant and payable by you at point of sale. The merchant may also charge a fee for this service.

12. Contactless Transactions

You may use your Card to make contactless transactions in New Zealand and overseas at a Contactless Terminal. You will be able to find a Contactless Terminal at any merchant that displays the Mastercard® logo or PayPass™ logo and the relevant contactless symbol.

You may be required to enter your PIN or sign to use your Card for contactless transactions over a certain transaction limits. For New Zealand, the transaction limits can be found at nbs.co.nz. Different limits apply overseas and we have no control over these limits.

Some merchants may apply a surcharge to purchases made using contactless technology. This should be drawn to your attention before you proceed with the transaction. The surcharge amount will be added to your purchase amount.

13. Authorisations and Debit Holds

A merchant may seek authorisation for certain purchases made using your Card or require confirmation of your Card's authenticity before processing your purchase. This often occurs in the case of hotels, airlines, rental car companies and online shopping merchants. Where this occurs, NBS will hold the equivalent amount of funds in your account until the payment is authorised and then processed by the merchant. Funds may be held up to a maximum of seven business days and may temporarily reduce the amount of available balance on your account until the transaction is processed. If authorisation was given to the merchant for your purchase or payment, the balance on your account may be greater than the available funds in your account.

14. Anti-Money Laundering and Sanctions

You agree to provide all information to NBS that NBS requires in order to manage its anti-money laundering and countering terrorism financing obligations, to manage its economic and trade sanctions risk and to comply with any laws, rules or regulations in New Zealand or any other country. You agree that NBS may refuse to establish a business relationship with you, may be required to delay, defer, stop, charge back or refuse to process any transactions, or may terminate its business relationship with you at any time and without notice, if you fail to provide this information to NBS in the manner and timeframe specified by NBS.

You agree that NBS may delay, defer, stop, charge back or refuse to process any transactions conducted using your Card without incurring any liability if NBS knows or suspects that:

- the transaction will or may breach any laws or regulations in New Zealand or any other country; or
- the transaction involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person (natural, corporate or governmental) that is sanctioned, under economic and trade sanctions imposed by any country.

For each transaction conducted using your Card Account and/or Card, you represent and warrant to NBS that, to the best of your knowledge, information and belief at the time the transaction takes place, the transaction will not breach any laws or regulations in New Zealand or any other country relevant to the transaction.

15. Damaged or Faulty Cards

In the event that your Card becomes damaged or faulty, we will issue you with a new Card when you return the damaged/faulty item to us, together with a description of how the damage or fault occurred. There may be a charge to your account if a replacement card is required. These Conditions of Use will continue to apply to your replacement Card.

16. Fees and Charges

You agree to pay all fees and other charges relating to the use of your Card. NBS may deduct such fees and charges from your account in accordance with the "Deductions" section of NBS' General Terms and Conditions. Details of these fees and charges are available in our Rates and Fee Schedule available at nbs.co.nz, in branch or call us on 0800 101 700. Fees and charges are subject to change.

17. Terms & Conditions set by Third Parties

In addition to these Conditions of Use, the use of your Card in an EFT terminal is subject to the conditions imposed from time to time by other financial institutions that are parties to any EFT system or identity authentication service.

On behalf of NBS, Westpac New Zealand Limited ("Westpac") provides Fraud Monitoring Service in relation to the Debit Mastercard® Card. You consent to Westpac communicating with you directly when and if required concerning the screening, detection and investigation of any unauthorised access to, or potentially fraudulent transactions on your account.

Mastercard® Identity Check

NBS has access to Mastercard Identity Check, which provides you with an added layer of security when using your Card to make online purchases. When you make certain online transactions through an online Mastercard merchant (such as a high value purchase or one which we identify as being unusual for you), you may be required to enter a One-Time Passcode (which will be sent to your mobile phone by text message or to your email address) to authenticate the transaction. When you enter the One-Time Passcode during an online transaction you confirm that you are the authorised Cardholder and your transaction will continue. If the One-Time Passcode is answered incorrectly, the merchant may not accept your Card for that transaction and your transaction will not be completed. For security purposes, in the event that the allowable number of attempts to authenticate your identity is exceeded, your online transaction may not be able to be completed and your Card may be temporarily blocked.

Please make sure the mobile phone number and email address we have for you are correct. If we can't send the One-Time Passcode to you, your online transaction can't be approved. You can update your details by calling us on 0800 101 700 or by visiting one of our branches.

Please refer to Appendix A for full Terms and Conditions relating to the use of the Mastercard Identity Check Solution.

18. Card Cancellation or Change

NBS may cancel your Card at any time without prior notice. Examples of when we may exercise this right include, if:

- we are required to do so in order to comply with a court order or other legal or regulatory obligation;
- we believe that use of the Card or Card Account may cause loss to you or to NBS; or
- you have operated your Card fraudulently or negligently.

We may also change your Card to another scheme or branded item at any time and, where we consider it necessary or appropriate, cancel the Card. If you are notified that your Card has been cancelled, you are required to cut it in half or return it to any NBS branch.

You may cancel your Card by notifying us, cutting it in half or returning it to any NBS branch. You remain liable for any transactions, fees, interest, collection charges, penalties and any other amounts incurred up to and including the date of cancellation until all monies outstanding have been paid in full.

19. Transaction Disputes

You are responsible for checking your statements to ensure their accuracy and advising us of any mistakes, which can include but is not limited to incorrect, invalid or unauthorised transactions even if you do not reside (permanently or temporarily) at the address to which you have requested us to send your statements. If you do not notify us of a disputed transaction with the time period stated below then the charge or record of the transaction will remain on your Account and we will not be able to reserve the transaction.

If you dispute any transaction recorded in your monthly statement, you must notify us in writing within **30 days** of the statement period closing date, giving the following information:

- your name, Account number and Card number;
- the amount and nature of the disputed transaction attaching (if available) a copy of the transaction record or sales voucher in support of your case;
- details of the EFT terminal (if any) at which the disputed transaction occurred;
- details of the website (if any) through which the disputed transaction was initiated;

- the date and approximate time (if known) on which the disputed transaction occurred; or
- details of any formal complaint lodged with the police.

Once you have notified us of the disputed transaction, we will investigate the matter and acknowledge your complaint within five working days.

Where it is established that an error did occur (whether it was the disputed transaction complained of, or not) it will be corrected, and you will be advised of any appropriate adjustments which will be made to your Account in respect of credit charges and other charges. If, as a result of our investigation, we believe the charge or transaction should remain, we will write to you setting out our reasons and a service charge may apply. If you have followed NBS's internal complaints procedure and you are still not satisfied with the outcome of the investigation, you may refer the matter to the Banking Ombudsman.

20. What to do if you have a Complaint

Your satisfaction is our priority so if you have any concern or problem, whatsoever, let us know and we'll do our best to resolve it right away.

NBS is a member of the Banking Ombudsman Dispute Resolution Scheme. If you're still unhappy after we've reviewed your complaint, then you may want to refer the matter to the Banking Ombudsman.

Further details on NBS's internal complaints process are set out in NBS's General Terms and Conditions (a copy of which is available at any NBS branch or online at nbs.co.nz).

21. Privacy

NBS is committed to your privacy and has a Privacy Policy which explains how we collect, store, protect and use your personal information. The NBS Privacy Policy is available online at nbs.co.nz. The continued use of your Card is an acceptance of our Privacy Policy.

22. Variation of Conditions of Use

We reserve the right to vary these Conditions of Use at any time.

You will be given reasonable notice of any changes to these Conditions of Use either by:

- direct communication to you (e.g. by letter, email or telephone); or;
- by message in Internet or Mobile Banking;
- notice in our Branches;
- by notice on our website; or
- statements in the media (including public notices or the local newspaper).

The exercise of any power to vary an interest rate or fee is not a change to these Conditions of Use for the purpose of this clause.

23. Exercise of NBS's Discretion

When we exercise discretion under these Conditions of Use we will do so in a reasonable and consistent way. We have provided some examples in this document of when we may exercise our discretion. We may from time to time choose not to enforce our contractual rights against you. If we choose not to exercise rights against you, we can still do so later.

24. Definitions

Account

means your nominated NBS account from which funds may be withdrawn by using your Card.

ATM

means any automatic teller machine.

branch

means any NBS branch and "Branches" has a corresponding meaning.

Card

means your NBS Debit Mastercard.

Contactless Reader

means an Electronic Funds Device at a merchant or Bank displaying the Mastercard® or PayPass™ logo adjacent to the contactless symbol.

Contactless Terminal

means an EFT terminal which can be used to make contactless transactions by tapping your Card against the Contactless Reader.

Contactless Transaction

means a transaction made by holding a payment instrument with contactless technology close to the Card reader on a Contactless Terminal without having to insert or swipe the Card.

Electronic Funds Device

means in New Zealand, means any NBS ATMs, any branch terminals, point of sale terminals or any other automatic teller machines (ATM) approved by us as a device in which the Card may be used in accordance with these Conditions of Use within New Zealand. Overseas, Electronic Funds Device means any electronic funds device displaying the Mastercard® logo or PayPass™ logo.

Electronic Funds Transfer (EFT)

means the process by which funds are withdrawn electronically from your Account. You authorise an electronic fund transfer by using your Card with your associated PIN at an Electronic Funds Device.

Off-line Funds Transfer

means the process by which funds are withdrawn from your Account when an Electronic Funds Device is out of operation or a merchant does not have EFT facilities. You authorise an off-line funds transfer by signing or authorising the issue of an off-line payment voucher.

"we, us, our or NBS"

means Nelson Building Society.

"you or your"

means the Account holder or Cardholder, depending on the context.

Appendix A:

Terms and Conditions relating to the use of the Mastercard Identity Check

Please read these Terms and Conditions carefully before using Mastercard Identity Check as a functionality of your Card.

Applicable Terms and Conditions

In addition to these Terms and Conditions, your use of Mastercard Identity Check is also subject to the NBS Debit Card Terms and Conditions of Use and NBS' General Terms and Conditions. A copy of these further terms and conditions can be found at [nbs.co.nz](https://www.nbs.co.nz).

Definitions

In these Terms and Conditions:

- a. **Applicable Law** means any applicable local, national or international statute, regulation, regulatory guideline or judicial or administrative interpretation, or any applicable rule or requirement established by Mastercard.
- b. **One-Time Passcode** means a randomly generated passcode that we send you to authenticate your online transaction with a Participating Merchant. The One-Time Passcode is sent to your mobile phone via text or via email to the email address provided to us.
- c. **Participating Merchant** means a merchant who has agreed to participate in Mastercard Identity Check (enrolled in the 3D Secure 2.0 solution) and is designated as a participating online Mastercard Identity Check retailer.
- d. **Personal Data** means personally identifiable information about you (including but not limited to your name, email address and telephone details) provided to us from which your personal identity can be ascertained.
- e. **we, us, or, our or NBS** refers to Nelson Building Society.
- f. **you, your, or yours** refers to the user of Mastercard Identity Check.

Please note that any references to "PIN" in the NBS Debit Card Terms and Conditions of Use shall be read as applying to your One-Time Passcode for the purposes of Mastercard Identity Check.

Acceptance of Terms

These Terms and Conditions may be updated by us from time to time without notice to you.

You agree that use of Mastercard Identity Check will represent your acceptance of these Terms and Conditions and that continued use of Mastercard Identity Check after you have been advised of any revisions to these Terms and Conditions, shall constitute your agreement to such revised Terms and Conditions and any applicable posted guidelines or rules.

Unless explicitly stated otherwise, any new features that augment, enhance or otherwise change Mastercard Identity Check shall be subject to these Terms and Conditions.

NBS reserves the right, at any time, to modify or discontinue (temporarily or permanently), your use of Mastercard Identity Check (or any part thereof) with or without notice.

Description of Mastercard Identity Check

Mastercard Identity Check provides you with a way of increasing security when you make online and other transactions (for which Mastercard Identity Check is used) by reducing the chances of fraud for those transactions. Use of Mastercard Identity Check involves you providing personal information to us, which is then used to confirm your identity (via a One-Time Passcode) prior to completing your proposed online transactions for which Mastercard Identity Check is used. Mastercard Identity Check also may be used for record keeping and reporting purposes, as well as to help resolve any transaction disputes between you, NBS and/or any Participating Merchant. Your Personal Data will not be shared with the merchant, as discussed in more detail in the "Cardholder Privacy" section below.

Cardholder Privacy

The Mastercard Identity Check system stores your Personal Data. Your Personal Data will not be shared with any Participating Merchant or merchants in other transactions for which Mastercard Identity Check is used.

You acknowledge and agree that NBS and CA Technologies may store your Personal Data on the Mastercard Identity Check system and may disclose (including, but not limited to, disclosure to us) your Personal Data if required to do so by Applicable Law if NBS or CA Technologies, in the good faith, believe that such disclosure is permitted by Applicable Law, or as reasonably necessary to (i) comply with any legal process or (ii) enforce these Terms and Conditions.

NBS' Privacy Policy applies to the handling, storage, processing and use of any Personal Data provided to us in using Mastercard Identity Check and forms part of these Terms and Conditions. A copy of NBS' Privacy Policy is available at [nbs.co.nz](https://www.nbs.co.nz).

Cardholder Data

You agree to:

- provide true, accurate, current and complete information or Personal Data as prompted by Mastercard Identity Check; and
- maintain and promptly update any Personal Data to keep it true, accurate, current and complete. If you provide any Personal Data that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that your Personal Data is untrue, inaccurate, not current or incomplete, we have the right to suspend, terminate, or refuse your current or future use of Mastercard Identity Check.

You are responsible for maintaining the confidentiality of your Personal Data. You agree to immediately notify us by contacting us as we require in our NBS Debit Card Terms and Conditions of Use for a lost or stolen Card or any unauthorised use of your One-Time Passcode or other verification information, or any other breach of security. You acknowledge and agree that, except as otherwise provided by Applicable Law, NBS shall not be liable for any loss or damage arising from your failure to comply with these Terms and Conditions.

Your Conduct

You agree not to:

- impersonate any person or entity using Mastercard Identity Check;
- upload, post, email or otherwise transmit any material that contains software viruses, or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by Mastercard Identity Check;
- spam or flood the Mastercard Identity Check Website or service;
- modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Mastercard Identity Check Website or service or the software used in connection with Mastercard Identity Check;
- remove any copyright, trademark, or other proprietary rights notices contained in Mastercard Identity Check;
- "frame" or "mirror" any part of the Mastercard Identity Check Website or service without Mastercard's prior written authorisation;
- use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Mastercard Identity Check Website or service or its contents;
- otherwise interfere with, or disrupt, Mastercard Identity Check or servers or networks connected to Mastercard Identity Check, or violate these Terms and Conditions or any requirements, procedures, policies or regulations of Mastercard Identity Check or of any networks connected to Mastercard Identity Check; or

- intentionally or unintentionally violate any applicable local, national or international statute, regulation, regulatory guideline or judicial or administrative interpretation, or any rule or requirement established by Mastercard (all of which shall constitute Applicable Law) in connection with your use of Mastercard Identity Check.

Liability

You agree that NBS shall not be liable to you or to any third party for any modification, suspension or discontinuance of Mastercard Identity Check.

To the extent permitted by law, you agree that under no circumstances will we be liable to you (whether in contract, tort or otherwise) for any and all claims, actions, judgment awards, fines, penalties, obligations, proceedings liabilities, damages, expenses or losses (including consequential, incidental, special or indirect losses) and costs (including legal and other professionals' costs) arising from your use of Mastercard Identity Check (including but not limited to any damage to your computer or telephone service or the unavailability of Mastercard Identity Check from time to time).

Dealings with Merchants

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