



Te Uniana Whakanama Pirihimana

POLICE HELPING POLICE

# MOBILE BANKING TERMS AND CONDITIONS

## 1. Introduction

These terms and conditions form the legal agreement between you and the Police and Families Credit Union (Credit Union) in relation to your use of the Police and Families Credit Union Mobile Banking (Mobile Banking). You should read all these terms and conditions carefully as they place certain requirements and liabilities on you.

By activating Mobile Banking, you acknowledge that you understand and accept these terms and conditions. Certain terms used in these terms and conditions have the meaning given to them in section 14 below.

## 2. Other Terms and Conditions

The following terms and conditions shall apply to the service and be deemed to form part of and to be incorporated in these terms and conditions as if they were set out here in full:

- our Internet Banking Terms and Conditions of Use;
- our General Terms and Conditions; and
- any other specific terms and conditions applicable to your account as notified to you from time to time, (together, the General Terms and Conditions).

Current versions of the General Terms and Conditions are available on our website at [www.policecu.org.nz](http://www.policecu.org.nz).

For the avoidance of doubt, a reference to a “service” (or similar) and any other specific terms and conditions shall, for the purposes of these terms and conditions, be deemed to include Mobile Banking (as the context may require).

If there is any inconsistency between these terms and conditions and any other terms and conditions applying to an account or service, so far as they relate to Mobile Banking, these terms and conditions will take precedence, followed by the Internet Banking Terms and Conditions available on our website.

### 3. Eligibility for Use

To access Mobile Banking, you must:

- be a registered Internet Banking user with us;
- have a compatible mobile, tablet or other device;
- download the relevant app onto your device and accept all associated terms and conditions

Once you have successfully downloaded the Mobile Banking app, you may immediately use the service. Any such use will be subject to these terms and conditions and any other specific terms and conditions

### 4. Nominated Accounts

Mobile Banking is only available for use in relation to those accounts which you can access through Internet Banking.

### 5. Security

You can access Mobile Banking using your existing Internet Banking username and password. You may also choose a four-digit PIN for use solely in relation to Mobile Banking.

You agree:

- that you will choose a PIN (Personal identification number) that differs materially from any other PIN you have for any other account you have with, or service provided by us;
- that when using Mobile Banking you will take reasonable care to ensure that your password or PIN is not disclosed to any other person (for example you will take steps to ensure that when you use Mobile Banking no one can observe you inputting your password or PIN);
- to memorize your PIN/ Password. You must not write down any of your PIN/ Passwords, in any form including electronic;
- to notify us immediately if you have reason to believe your password or PIN may be known to anyone other than you;
- to check your account records carefully and promptly advise us of any error or discrepancy or unauthorised transaction;
- to establish and maintain appropriate anti-virus and other security software on your device to protect you from theft and unauthorised access by any person you have not authorised to use Mobile Banking.

You agree **not to:**

- permit any other person to use your password or PIN;
- disclose your password or PIN to any other person, including a member of your family or those in apparent authority, including our staff;
- select a password or PIN that is easily able to be guessed or identified such as a family or street name, QID, birth dates or months, sequential numbers (e.g. AB3456), parts of personal telephone numbers or other easily accessible personal data, or number or letter combinations that may be easily identified (e.g. AA1111);
- keep a record of your password or PIN in a form that allows it to be readily identified;
- leave your device unattended and logged on to Mobile Banking.

If you believe for any reason that your password or PIN could be known to someone else, or if you discover any unauthorised use of your account(s) you must change your password or PIN immediately and then notify Police and Families Credit Union.

You will be required to provide all available information of any actual or possible password or PIN disclosure or unauthorised use of your device. In addition, you agree to assist Police and Families Credit Union to recover unauthorised amounts withdrawn or paid from any of your account(s) or otherwise transferred to or from any account(s).

## **6. Equipment**

You acknowledge and agree that your device is not part of our system and cannot be controlled by us. We therefore accept no responsibility for the security of your device or your online information except as otherwise specified in these terms and conditions. In order to maintain the security of your device and your personal information, you agree:

- to adhere to manufacturers' software and support to ensure your device is covered by the latest software and security updates available from the manufacturer;
- if you are connected to the service via a Wi-Fi network, to only use a trusted network;
- to not leave your device unattended and logged on to Mobile Banking;
- to reasonably safeguard all Security Details, you are responsible for keeping your Security Details secure;
- to not opening attachments or running software from untrustworthy or unknown sources.

You are responsible for using, having, or obtaining equipment that is compatible with the Credit Union Mobile Banking. Compliance with any conditions of use relating to, or charges associated with your use of equipment, or services accessed through that equipment are your responsibility. You must notify your mobile service provider and stop your mobile phone account immediately if your mobile device is lost or stolen.

## **7. Using the Credit Union Mobile Banking**

The Credit Union will endeavor to provide you with uninterrupted access to Mobile Banking, subject to any loss of access resulting from matters beyond our reasonable control including (without limitation) a failure of any system or third-party provider, including a software provider, which the functioning of this service is reliant upon.

Anyone accessing the Credit Union Mobile Banking by using your Security Details will be able to effect transactions on your accounts. The Credit Union will have no obligation to verify or take any steps to verify any instruction received from you or appearing to be sent by you or from another person authorised to operate your account via the Credit Union Mobile Banking.

## **8. Payments**

Payments made by you in error can only be recovered from an account at another bank which they have been paid to, with the consent of that account holder. The Credit Union will co-operate with you, or another bank involved in the transaction to try and recover payments made in error.

It is not possible to stop or reverse electronic payments once they have been made, however, in the Credit Union Internet Banking, future dated electronic payments can usually be cancelled up to one working day

before the day that the payment is due, or by contacting the Credit Union on 0800 429 000.

The Credit Union will continue to process electronic transactions until you withdraw your instructions, or the Credit Union receives notice, and any evidence that the Credit Union may consider appropriate, of your death, your lack of legal capacity or that you have suffered a Bankruptcy event or an Insolvency event. When the Credit Union receives such notification the Credit Union will cancel all automatic and bill payments from that date or as soon as possible after that date.

It is your responsibility to use other means of effecting transactions and giving and obtaining information if for any reason the service is unavailable for use or malfunctioning.

The Credit Union reserves the right to decide the order in which payments are made from your account.

The Credit Union will endeavour to effect payments as instructed but accept no liability for any inaccuracy or delay in payment, or for any refusal or omission to make any payment due to circumstances beyond our reasonable control. In particular we accept no responsibility or liability for the accuracy of the information you supply to us when setting up, changing or deleting bill payees or when issuing or processing the payment instructions.

The Credit Union may also stop or alter a payment without notice if circumstances require or there are circumstances where the Credit Union is required to reverse payments paid into your account, such as when the Credit Union has made an error.

It is your responsibility to ensure there are sufficient available funds for the payment you are making. If the payment is missed, for any reason, then it is your responsibility to make sure the payment is subsequently made.

Processing times for Electronic Payments:

- For future dated payments, there must be sufficient funds available by 7.00am on the due business day. If there are insufficient funds in your account the payment will not be paid.
- Payments made on a non-business day or after 6:00pm will be deducted from your account on that day (if you have sufficient funds) however the payment may not be processed to the payee until the next business day.

## **9. Availability**

We may suspend the operation of Mobile Banking at any time:

- to carry out system maintenance and repairs and to update our systems or the service; or
- if we consider that a threat of any kind is posed to our systems, the service or any part thereof.

The Credit Union reserves the right to cancel or suspend your access to Mobile Banking (in whole or in part) at any time on notice, or without notice in the following situations:

- you breach any of these terms and conditions; or
- you are no longer registered to use our Internet Banking
- the Credit Union or you cancel any or all your accounts with us; or
- you have acted fraudulently; or
- the Credit Union is no longer able to provide Mobile Banking due to an event beyond our reasonable control or the termination of any agreement, licence or the supply of any third-party service or product (for any reason) upon which our ability to provide the service to you is dependent.

We do not accept any responsibility for any loss you may suffer as a result of your access to Mobile Banking being suspended or cancelled.

## 10. Cancellation

You may stop using and / or delete the Mobile Banking app from your device at any time. However, where you wish to cancel your use of Mobile Banking, you must notify us. You will remain responsible for any transactions made on your account until your access to the service has been cancelled. The notice must be received by us for Mobile Banking to be cancelled.

## 11. Liabilities

You are not liable for any losses:

- Where it is clear that you have not contributed to those losses;
- Caused by the fraudulent or negligent conduct of our employees;
- Resulting from faults that occur in our systems used to provide the service, unless the faults are obvious or advised by message or notice on display;
- After you have notified us of actual or possible disclosure of your Security Details, unless you have acted fraudulently or negligently.

You are liable for all losses:

- From unauthorised transactions if you have acted fraudulently, either alone or together with any other person;
- From unauthorised transactions if you have contributed to or caused that loss, for example by failing to comply with these terms and conditions (including those relating to your Security Details and computer or Mobile Devices security measures);
- If you have not acted fraudulently or negligently but have contributed to or caused losses from unauthorised transactions, you may be liable for some or all of the actual losses occurring before you notified us; and
- If you have not acted fraudulently or negligently and have not contributed to or caused losses from unauthorised use, your liability for any loss occurring before notifying us is limited to \$50.00.

Subject to complying with our duty to exercise reasonable care and skill and other obligations under the Consumer Guarantees Act, but otherwise irrespective of anything else stated in these terms and conditions, the Credit Union is not liable to you and accepts no responsibility for any loss, damage, cost or expense whether direct or indirect, consequential or economic which arises in connection with any one or more of the following:

- Your use of Mobile Banking;
- Any unauthorised use of your Security Details;
- Any fault, error or defect in design or engineering of Mobile Banking or any delay, fault, failure in or loss of access to Mobile Banking;
- Any system or telecommunications link failure;
- Any delay or non-performance by us resulting from matters beyond our reasonable control.

## 12. Intellectual Property

We own or have obtained valid licences or rights to use any intellectual property used in connection with, or which is required in order for us to provide you with Mobile Banking. Nothing in these terms and conditions has the effect of granting you any right, title or interest in such intellectual property and you must not do anything that is inconsistent with the ownership of the intellectual property rights by us or our licensors.

## 13. Governing Law

These terms and conditions are governed by New Zealand law and the New Zealand Courts shall have jurisdiction to hear and determine disputes in respect of these terms and conditions.

## 14. Definitions

In these terms and conditions, unless specifically stated otherwise, the following definitions apply:

- **account** means a Credit Union account you have with us which is accessible by Internet Banking
- **business day** means every day except Saturday, Sunday and public holiday
- **device** means a mobile phone, tablet or other compatible device that can be used to access Mobile Banking
- **password** means the 6 to 12 character alpha/ numeric password that you use in relation to your accounts with us
- **PIN** means a 4-digit numeric personal identification number for use in relation to Mobile Banking
- **we, or us** means the Police and Families Credit Union and includes our directors, officers and employees and our agents and representatives and references to **our** has a corresponding meaning
- **you or your** means the holder of an account who has authority to use the service in relation to such account and who has accepted these terms and conditions.

## 15. Disputes and Complaint Process

You can send your complaint to the Police and Families Credit Union via secure bank messaging by:

- sending a secure message using our Internet Banking secure message service
- post to Police and Families Credit Union, PO Box 12344, Wellington 6144
- calling our Member Services Team on 0800 429 000
- emailing us at [info@policecu.org.nz](mailto:info@policecu.org.nz)

### Complaint Resolution

We are here to put things right and aim to resolve any complaints straightaway for you. If we are unable to resolve your complaint immediately, your complaint will be referred to a senior manager for further investigation.

We will contact you the same day to discuss your complaint further, with the intention to put things right for you. As this may involve some investigation of the matter, we will continue to keep in regular contact with you until your complaint is resolved.

If you are still unhappy you can contact our independent dispute resolution provider Financial Services Complaints Limited (FSCL). This service is free to you.

FSCL contact details are Financial Services Complaints Limited, PO Box 5967, Lambton Quay, Wellington 6145, phone 0800 347 257, email to [info@fscl.org.nz](mailto:info@fscl.org.nz) or via their website [www.fscl.org.nz](http://www.fscl.org.nz).

## **15 Further Information**

If you would like to know more about these Mobile Banking Terms and Conditions you can call the Credit Union on 0800 429 000 between 8.00am and 5.30pm Monday to Friday excluding public holidays or visit a Credit Union office.

Full contact details are available online at [www.policecu.org.nz](http://www.policecu.org.nz).