Internet Banking

This document contains the terms and conditions ("terms and conditions") that apply to BNZ's Internet Banking service ("Internet Banking"). Please note, these terms and conditions do not apply to BNZ's Internet Banking for Business service. Where references are made to International Payments, the International Payments terms and conditions (formerly known as the Telegraphic Transfer terms and conditions) will apply.

These terms and conditions should be read in conjunction with BNZ's Standard Terms and Conditions, except where you do not have a transactional account with us.

These terms and conditions are the terms and conditions of an agreement between us, Bank of New Zealand, Level 4, 80 Queen Street, Auckland, and you. By using Internet Banking, you're agreeing to be bound by these terms and conditions, which we can amend from time to time. Please take the time to read this document carefully.

Effective 1 December 2026

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1. Application and general terms

1.1 BNZ's Standard Terms and other terms applying to Internet Banking: As well as these terms and conditions, BNZ's Standard Terms apply to the operation of any transaction account used for Internet Banking, as well as any other specific terms and conditions applicable to your type of Account.

1.2 Other terms and conditions to be read together: Where you can access Accounts or other services through Internet Banking, the terms and conditions for those Accounts, products or services should be read in conjunction with these terms and conditions.

1.3 Conflicts between terms: If there is any inconsistency between these terms and conditions and any other terms and conditions applicable to your Account, these terms and conditions will prevail over the other terms and conditions to the extent of the inconsistency.

1.4 Compulsory laws that apply: Some compulsory laws apply to our products and services. We must comply with those laws, and they will prevail over these terms and conditions and any other terms and conditions that may apply to your Account.

1.5 Consumer Guarantees Act 1993: If you use Internet Banking for the purpose of a business (or if you hold yourself out as doing so), the Consumer Guarantees Act 1993 will not apply to Internet Banking or associated products.

1.6 Governing law and enforceability: These terms and conditions are governed by New Zealand law and the Courts of New Zealand have non-exclusive jurisdiction. If any term is not enforceable for any reason, the remainder of the terms and conditions will still be enforceable.

1.7 Reasonable care and skill: We will provide our services with reasonable care and skill.

1.8 Changing these terms and conditions: We can change these terms and conditions at any time. When we do so, we will tell you about those changes at least 14 days before the change becomes effective. However, where changes are made to protect the security of our systems or to comply with a change in the law, we can tell you after the change has become effective.

1.9 How we will tell you about changes to these terms and conditions: We will tell you about changes to these terms and conditions taking into account the impact of the change to you. We will tell you in one or more of the following ways:

(a) by writing to you at the last address you have provided us;
(b) by display in our branches and Partners Centres;
(c) by notice in the media (including public notices);
(d) by display on our website; or
(e) by display when you log into Internet Banking.

1.10 Your right to end Internet Banking: If you are not happy with a change that we make to these terms and conditions, you can end your use of Internet Banking in accordance with clause 9.2 of these terms and conditions.

1.11 Communicating with you: Notwithstanding section 14 of these terms and conditions, by completing the registration requirements for Internet Banking, you consent to us communicating with you by telephone, secure messaging via Internet Banking, text, email, or by the contact details that you have provided to us.

1.12 Checking your statements: You must check statements for your Accounts (including your online transaction history and online statements) and confirmations from us to make sure they are correct. If you see a mistake or something that is wrong, you must tell us as soon as you can. If we are satisfied there has been a mistake, we will correct the mistake (if we can) within a reasonable time.

1.13 Waiver: A waiver by us of any provision of these terms and conditions will only be effective if given in writing, and only to the extent that it is expressly given. If we fail to exercise or delay exercising any power or right, that failure or delay will not operate as a waiver and we can choose to exercise that power or right at a later time.

1.14 Assisting us: You must give us any assistance we require to deal with alleged or possible misuse of, or unauthorised access to, your Accounts or Internet Banking, or in relation to any other transaction being investigated by us, the police or other authorities.

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2. Definitions

2.1 In these terms and conditions, the following expressions have the following meanings:

"Account" means an account, including non-transactional accounts (such as a BNZ KiwiSaver Scheme account, insurance (life and general insurance), credit card and BNZ Term PIE account), you have with us which is accessible by Internet Banking;

"Account Data" means transactional and account information relating to Accounts;

"Account Operating Authority" means the form identifying the customer and Authorised Signatories;

"Account Owner" means a person who has registered for Internet Banking and who has an Account in their own name or, if in joint names, in respect of which we may act on the instructions of any one or more of the named persons;

"Alerts" means the Alerts service we provide that enables you to receive pre-determined Account information electronically (including, but not limited to email, text, or other electronic messaging services);

"Authorised Signatory" means any persons authorised to operate your Account, including a limited user or additional signatory;

"Automatic Payment" means an arrangement for the payment of a specific amount of money to go from your Account to another Account or payee, which is set to occur repeatedly, at a payment frequency chosen by you;

“Bank Feed” means a secure on-going data connection between the Bank and an approved third party application established by a user to export Account Data from the Service to that third party application;

“Business Day” means every day except Saturday, Sunday, and national public holidays (but includes provincial anniversary days);

“Bill Payment” means a transfer from your Account to any other New Zealand account owned by another person/entity where the information relating to the account of the other person is saved in your list of ‘payees’ in Internet Banking;

“BNZ’s Standard Terms” means Bank of New Zealand’s Standard Terms and Conditions, as amended from time to time;

“Correspondent” means financial service providers who may be involved in the processing of International Payments;

“Customer Device Identification” means the mode of accessing the Mobile Portal using a person’s unique biological traits such as voice identification, fingerprint identification (e.g. Apple Touch ID and Android Fingerprint Login), facial recognition (e.g. Apple Face ID) or other biometric authentication methods that device manufacturers may provide from time to time, and to the extent we allow you to use those methods to access the Mobile Portal;

“Fee Guides” means our Personal Account, Service, and Facility Fee guide and our Business and Agribusiness Account and Service Fee guide. These guides are published on our website and are updated from time to time;

“Foreign Currency Account Transfer” means an instruction to BNZ to debit funds from one nominated Account and credit those funds concurrently to another nominated Account, where at least one of the nominated Accounts is in a foreign currency;

“Insights” has the meaning set out in section 11;

“International Payment” means the transfer of funds (which may be either in foreign currency or New Zealand dollars) to the beneficiary’s overseas account directly, or through another bank or banks;

“Internet Banking” means the banking service we make available through the internet by means of the Online Portal or the Mobile Portal;

“Login Details” means the alphanumeric password, Mobile PIN, Customer Device Identification, and/or any other authentication processes or identifiers offered by us in relation to accessing Internet Banking;

“Loss” means any costs; loss (whether direct or indirect) of profits, business, opportunity or anticipated savings; or any indirect or consequential loss howsoever incurred by you or any third party;

“Mobile Authentication” means the second factor authentication security system that enables you to access Internet Banking in addition to entering an access number and Login Details. Mobile Authentication is only available if you have registered and verified your Mobile Device;

“Mobile Device” means the portable electronic device you, or your Authorised Signatory, use to access Internet Banking via the Mobile Portal;

“Mobile PIN” means a confidential sequence of numbers used by a User to access the Mobile Portal on a Mobile Device;

“Mobile Portal” means the mode of electronically accessing Internet Banking via a software application and/or web application that has been created to suit small-screen and/or portable electronic devices (including, but not limited to, mobile phones);

“Online Portal” means the mode of electronically accessing Internet Banking other than through the Mobile Portal;

“Payments” means a range of payments you make electronically, or we make on your behalf, including Bill Payments, Automatic Payments, tax payments, one-off payments, and funds transfers;

“Revocation Request” is a request to the Bank to disable a Bank Feed;

“Two-Step Authentication” means Mobile Authentication or any other second factor authentication security system offered by us, from time to time, that enables you to access Internet Banking in addition to entering an access number and Login Details;

“we” means Bank of New Zealand and includes our directors, officers and employees and our agents and representatives, and references to “our” or “us” have a corresponding meaning; and

“you” means an Account Owner who has accepted these terms and conditions, and “your” has a corresponding meaning. Where there is more than one Account Owner, “you” means all of them jointly and each of them severally.

2.2 Interpretation: Headings in these terms and conditions do not affect the interpretation of these terms and conditions. References to clauses and sections are references to clauses and sections of these terms and conditions, unless otherwise specified.

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3. Accessing and using Internet Banking

3.1 Activating Internet Banking: You may have to contact us to activate Internet Banking for your Accounts, including to view Accounts where access is limited to 'view only'. To learn more, search for 'activating your account' on our website.

3.2 Default Internet Banking access on Accounts: Following activation of Internet Banking under clause 3.1, Internet Banking is available on all Accounts by default. You may select which Accounts you no longer wish to access (or, where relevant, view Accounts where access is limited to 'view only') through Internet Banking, and notify us of those Accounts. To notify us, you can visit any of our branches or Partners Centres, call us using the number in the 'Key Information' section of these terms and conditions, or send us a secure message via Internet Banking.

3.3 You may access Accounts or view certain products through Internet Banking for which:

(a) you are the sole signatory or, in the case of joint accounts, where you are authorised under the Account Operating Authority to operate the joint account alone;
(b) you are otherwise authorised to operate the Account under an Account Operating Authority, and where only one signatory is required to operate the Account under that Account Operating Authority; or
(c) in respect of non-transactional accounts, you have been granted access using your Login Details.

3.4 Access to Internet Banking: We will endeavour to provide you with uninterrupted access to Internet Banking, subject to any necessary downtime that may be required for system maintenance, repairs and updating, or loss of access resulting from matters beyond our reasonable control.

3.5 Purpose for using Internet Banking: You agree that you will not use Internet Banking for any purpose other than carrying out lawful banking transactions and accessing Account Data.

3.6 Bank Feeds: You may, from time to time, use your Login Details to establish a Bank Feed to export Account Data to a third party application. Accordingly, you acknowledge and agree that:

(a) you are responsible for managing the establishment and ongoing maintenance of any Bank Feed, including use of Account Data in the relevant third party application;
(b) the Bank will not be liable for any Loss in any way arising from the establishment and on-going use of a Bank Feed (including, without limitation as a result of a failure or delay to provide, reliance on, or processing errors in, Account Data exported through a Bank Feed); and
(c) the Bank may, in its sole discretion, disable any Bank Feed temporarily or indefinitely

without notice to you; and
(d) a Bank Feed will remain in effect until the Bank processes a Revocation Request. A Revocation Request may be submitted by:
(i) you through telephone banking or via Internet Banking; or
(ii) the relevant third party using the Bank Feed for its third party application.

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4. Instructing us

4.1 Instructing us: We can, at our discretion, accept instructions (including by way of secure messaging via Internet Banking and by way of Internet Banking accessed on the Mobile Portal) to make Payments using Internet Banking from you, your Authorised Signatory, or your Mobile Device. You authorise us to act, and acknowledge that we will rely on those instructions. We are not required to ask about or confirm any instructions with you, but we may choose to do so, and we are not required to take additional steps to verify instructions made using Login Details or Two-Step Authentication regardless of any existing Account Operating Authorities.

4.2 Declining instructions: We can decline to act on instructions where we consider we have a good reason to do so (for example, where acting on such instructions might result in a breach of law, the instructions are unclear or contradictory, or we suspect the instructions are unauthorised, forged or fraudulent).

4.3 Liability for instructions: We will not be liable for any Loss you incur if:

(a) we act on instructions in accordance with your Account Operating Authority or a power of attorney;
(b) we act on instructions that are unauthorised, forged or fraudulently given where we could not reasonably have detected that from the instructions;
(c) we do not act on instructions we consider to be unclear, illegible or contradictory; or
(d) you do not comply with any relevant terms for giving instructions.

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5. Payments and transaction limits

5.1 Availability of payments: When payments are received into your Account and are available for you to use will depend on a number of factors, such as the type of payment and whether or not we determine that funds need to be held to allow the payment to clear.

5.2 Reversing payments made into your Account: We can, without telling you first, reverse payments made into your Account in some circumstances, including where:

(a) a payment has been dishonoured by the paying bank;
(b) you receive a duplicate payment in error;
(c) a payment has been credited to your Account in error; or
(d) we are required to reverse the payment by law.

5.3 Contacting you about reversing payments: In the case of 5.2(c) above, we will try to contact you to tell you about the error. However, if we are unable to contact you we can still reverse the payment if we are satisfied that it was made in error.

5.4 Deducting payments from your Account: We can debit your Account without telling you first if we believe you have (or someone else has):

(a) acted fraudulently, negligently or in breach of the law; or
(b) acted in a way that will cause us loss resulting from unauthorised access to your Accounts.

In these circumstances, we will deduct the amount of the payment from your Account. Where you have insufficient funds, the deduction will be treated as a request for an unarranged overdraft in accordance with clause 7.3 of BNZ's Standard Terms, or we can deduct such amounts from any funds you have in any of your other Accounts with us.

5.5 Sufficient funds: It is your responsibility to make sure that you have sufficient available funds in an Account to meet any Payments from that Account. If there are insufficient available funds to meet a Payment from an Account we can, at our discretion, choose whether or not to make a Payment (including by retrying to make the Payment in accordance with clause 5.6) or dishonour a Payment. Any Payment made in excess of available funds might be treated as a request for an unarranged overdraft in accordance with clause 7.3 of BNZ's Standard Terms.

5.6 Retrying Payments: Where a Payment is not made due to insufficient available funds in accordance with clause 5.5, we can retry to make that Payment for you within a reasonable time of the Payment's due date. We can determine in our absolute discretion the Payment type and timing for any retry processing.

5.7 Suspicious payments: We can delay or block Payments from an Account, without telling you first, where we suspect the instructions are unauthorised, forged, or fraudulent. We will try to contact you if we need further information or if the Payment is blocked.

5.8 Identifying recipients: When processing Payments, we use the account number to identify the recipient of the Payment. It's your responsibility to make sure the payee's account number and name are correct. Any other details we display about the Payment are for your reference only.

Some Payments get an extra security check called 'Confirmation of Payee'. Our system will tell you whether the name for the account number you gave us matches the payee

name you gave us. You're responsible for deciding what to do with this information – if you tell our system to go ahead with the Payment, we'll follow that instruction.

5.9 Changing Payment details: Sometimes, we are asked to change the account number of people or businesses you pay (for example, when that person or business changes banks or the business is sold). We will not tell you if we change a name, account number or other Payment details in response to such a request.

5.10 Mistaken Payments: If you make a Payment by mistake, we cannot reverse that Payment without the consent of the person who owns the account the funds were paid into. If we assist you to recover a Payment that you have made by mistake, we might charge you an electronic credit recovery fee. Our fees are set out in our Fee Guides.

5.11 Priority of payments: We can determine the order in which payments are made to and from your Account.

5.12 Cancelling Payments: You can cancel a Payment before it is processed.

5.13 Stopping Payment: Once a Payment has been made, it can only be stopped in limited circumstances. If you want to stop a Payment, including a future-dated Payment, out of your Account you must tell us and we will tell you if the Payment can be stopped. We will make reasonable efforts to stop the Payment. We will not be liable for any Loss if a Payment out of your Account cannot be stopped or has already been paid.

5.14 Liability for Payments: We will not be liable for any Loss you incur if:

(a) your Payment is not made, is delayed or is sent to the wrong person because you gave us the wrong details;
(b) we refuse to make, or delay, a Payment for any reason; or
(c) you cannot use the service that makes Payments, for any reason.

5.15 Obligations when Internet Banking is unavailable or malfunctioning: If for any reason Internet Banking is unavailable for use, or is malfunctioning, it is your responsibility to use other means to effect transactions and do your banking.

5.16 Internet Banking transaction limits and daily limits: We can, at any time, set Internet Banking transaction limits and daily limits that restrict your ability to withdraw or pay out of an Account through Internet Banking. If a Payment you submit for processing means you would exceed these limits, you will be notified by display on Internet Banking or, in the case of future-dated Payments, the Payment will be declined at the time the Payment is due to be made. To find out about these limits, or to request a change to your limits, please contact us using the number in the 'Key Information' section of these terms and conditions, or by secure message via Internet Banking.

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6. International payments

6.1 International Payments terms and conditions: In addition to these terms and conditions, the International Payments terms and conditions will also apply when you make an International Payment through Internet Banking and should be read in conjunction with these terms and conditions.
https://www.bnz.co.nz/about-us/governance/terms-and-conditions/internet-banking

6.2 When International Payments can be made:

a) Unless requested by secure message, International Payments with a value up to the relevant currency threshold set out on our website can be requested and authorised on any day, including weekends and public holidays through Internet Banking. Any other International Payments (including Foreign Currency Account Transfers and international payments) can only be requested on Business Days and during times that we designate from time to time.

b) Where a request is received after the time period during which a currency can be traded by the Bank or on a day which is a holiday in the country of the currency you are requesting to send, the Bank will process and send the payment on the following Business Day.

c) We can vary the times, thresholds and limits that apply to International Payments at any time without telling you. **6.3 Availability of International Payments:** Due to market conditions, we may make International Payments unavailable for a period of time. We are not liable for any Loss you incur if you are unable to complete a transaction because our International Payments service is unavailable.

6.4 Submission of International Payments instruction not confirmation:

Submission of your International Payments instruction to us is not confirmation the instruction has been successful or has been completed. If we are unable to process or complete your instruction, we will try to contact you. We may decline to process your instruction at any time, with or without prior notification to you, for any reason including:

a) if we determine (acting reasonably) that you have breached any of these terms and conditions; or
b) if we determine it is necessary to protect our interests; or
c) if we are concerned about the legitimacy or authenticity of any party to the transaction; or
d) for sanction reasons; or
e) the request is cancelled by you and we accept your request to cancel.

6.5 Cancelling or changing International Payments instructions: If you want to cancel or change an International Payments instruction that you have given, please ask us by using the number in the 'Key Information' section of these terms and conditions. When you ask us, we will send a request for cancellation or change to the Correspondent which it may or may not be able to process. We have no control over whether the Correspondent is able to process the cancellation or change of your International Payments instruction.

6.6 When International Payments terms final: Once we have sent International Payments instructions to a Correspondent and that Correspondent has acted on those International Payments instructions, the International Payments terms are final and cannot be cancelled or changed.

6.7 Email notifications for International Payments requests: You can nominate an email address to which an automated notification will be sent when we process an International Payments request. We cannot monitor whether these automated email notifications are received by the intended recipient and are not liable for non-receipt by the intended recipient. These email notifications are not receipts.

6.8 Acceptance of the exchange rate by you is an irrevocable confirmation by you to proceed with the International Payments transaction, including any foreign currency conversion. If for whatever reason, (including where an instruction is cancelled by you and the Bank accepts your request to cancel, or an instruction is subsequently declined by us in accordance with clause 6.4) the instruction cannot be completed, you will be liable for any costs to process or reverse (as applicable) the foreign exchange transaction(s), including any commissions payable for locking the rate and any foreign currency exchange loss that may occur.

6.9 You acknowledge that foreign currencies fluctuate and therefore the buying and selling of foreign currency can result in a loss to yourselves, even if the transactions are carried out on the same day. You also acknowledge that the exchange rate for buying foreign currency may differ from the exchange rate for selling foreign currency. You agree not to hold us responsible in any way for any loss which you may suffer as a result of BNZ converting currencies on your behalf, including any losses arising out of reversing a foreign exchange transaction for a cancelled or a declined instruction.

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7. Internet Banking & international fees and charges

7.1 Currently no Internet Banking fees or charges: We currently do not charge any fees or charges for using our Internet Banking. However, fees and charges may apply to your Account(s). These fees and charges are set out in our Fee Guides.

7.2 Where you can find our fees and charges for International Payments: Our fees and charges for International Payments are set out in our Fee Guides.

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8. Security

8.1 Security software: We recommend that you only access your Internet Banking on devices with appropriate internet security software.

8.2 Two-Step Authentication: Unless otherwise permitted by us, you must use Two-Step Authentication to access Internet Banking. Two-Step Authentication is an additional layer of internet security and does not replace or alter your existing access number or Login Details.

8.3 Selecting appropriate Login Details: Where you are required to select Login Details to access Internet Banking you must choose Login Details that are not obvious and that cannot easily be guessed. Where applicable, Login Details must not:

(a) include sequential numbers or letters (for example, 123 or ABC);
(b) include number combinations that can be easily guessed (for example, 111);
(c) include information about you such as birth dates, telephone numbers, family names, street names, pet names, driver licence, licence plate or passport number, or any other easily accessible information about you;
(d) be the same as or similar to any other passwords or PIN numbers that you have for any other service provided by us; or
(e) be the same as or similar to any other password or PIN numbers used for any other purpose (for example, your lock/unlock code for your mobile phone).

8.4 Registering and using Customer Device Identification: You may elect to access the Mobile Portal using Customer Device Identification. If you elect to access the Mobile Portal using Customer Device Identification, you will not be required to enter any other Login Details on that Mobile Device. Because details of the Customer Device will be stored on your Mobile Device and not stored with us, we will not be able to verify the identity of any person who uses Customer Device Identification to access your account from your Mobile Device.

8.5 Protecting your Login Details and Two-Step Authentication: You are responsible for keeping your Login Details and any Two-Step Authentication enabling device secure. Where applicable, you must:

(a) not keep any written record of your Login Details;
(b) not store your Login Details on your mobile phone or any other electronic device;
(c) not voluntarily or recklessly disclose your Login Details or details related to any device which enables Two-Step Authentication to any other person (including the

police, bank staff or your family);
(d) not allow another person to see your Login Details when you enter them into an Online Portal or Mobile Portal (including any computer, mobile phone or other portable electronic device), or leave your computer, mobile phone or other portable electronic device unattended while logged into Internet Banking;
(e) take reasonable care to protect any mobile phone, computer or other portable device that you use to access Internet Banking from loss or theft;
(f) not allow any other person to be able to access or open your Mobile Device using their Customer Device Identification; and
(g) make sure any Authorised Signatory does not allow any other person to be able to access or open your (or the Authorised Signatory's) Mobile Device using their Customer Device Identification.

8.6 Login Details and security information requests: We will never ask you in person or in writing (including by email) to confirm your security information or to disclose your Login Details or security information.

8.7 Your notification obligations: You must:

(a) tell us soon as you become aware that your Login Details have become known to anyone other than you (or you think that they may have been);
(b) tell us soon as you become aware that your mobile phone or other portable electronic device that you use to access Internet Banking is lost or stolen;
(c) tell us as soon as you become aware that someone other than you has accessed your Internet Banking or there has been an unauthorised transaction;
(d) check your records and statements for Accounts authorised for Internet Banking carefully and tell us about any error, discrepancy or unauthorised transaction as soon as you become aware of it; or
(e) tell us as soon as you become aware that someone other than you has accessed, or is capable of accessing or opening, your Mobile Device that is registered for Customer Device Identification or any other device which enables Two-Step Authentication.

To tell us, please use the number in the 'Key Information' section of these terms and conditions.

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9. Changes to and suspension of or ending Internet Banking

9.1 Changes to Internet Banking: We can, at any time, make changes to the functionality, format, content, means of accessing, or operating system specifications for, Internet Banking (or any part of Internet Banking). We can make these changes without prior notice to you. However, where the change is significant, we will give you prior notice in accordance with clauses 1.8 and 1.9 of these terms and conditions.

9.2 Ending Internet Banking by you: You can end your use of Internet Banking at any time. If you want to end your use of Internet Banking, visit us at any branch or Partners Centre, or tell us by phone or by secure message via Internet Banking. To tell us, please use the phone number in the 'Key Information' section of these terms and conditions. You will remain responsible for any transactions made on your Account via Internet Banking, and any fees incurred before the time that your access to Internet Banking is ended.

9.3 Suspending or ending Internet Banking by us: We can suspend or end your access to Internet Banking (or any part of Internet Banking) at any time. Where appropriate, we will give notice to you in accordance with clauses 1.8 and 1.9 of these terms and conditions. However, there may be circumstances where we will suspend or end Internet Banking without prior notice to you. We will not be responsible for any Loss you may incur as a result of the suspension or ending of your access to Internet Banking, unless we have done so in error.

9.4 Ending for non-use of Internet Banking: If you do not use Internet Banking for a reasonably long period, we can end your access to Internet Banking without notifying you.

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10. Alerts

10.1 Availability of Alerts: Alerts are available for Accounts approved by us.

10.2 When you will receive Alerts: You can opt in to receive Alerts within the Service. However, some Alerts will be sent to you even if you haven't opted in. For example in the case of potential fraud or if we believe it's in your interest to know in a timely manner.

10. 3 Changes to Alerts: We can, from time to time, change the form and content of the Alerts without telling you first.

10.4 Changes to contact details: Changes made to your email address or mobile number through Internet Banking, will automatically update any email address or mobile phone numbers registered for Alerts.

10.5 Telling us about errors, discrepancies or unauthorised transactions: You agree to promptly tell us about any error or discrepancy relating to Alerts or any information provided by Alerts. You also agree to immediately tell us about any unauthorised transactions or activity on your Account that you become aware of through Alerts.

10.6 No encryption: You consent to receiving Alerts that are not encrypted and might include personal or confidential information about you such as your name and Account activity or status.

10.7 No liability for accuracy or use of information: We are not liable for the accuracy of the information you supply to us when setting up, changing or deleting your Alerts or for any unavailability or malfunction of the Alerts service. This includes the sending of Alerts to email addresses or mobile phone numbers incorrectly entered or otherwise provided by you. We are not liable for any internal or external use that you or anyone else may make of any data or information provided through or in relation to Alerts.

10.8 No liability for impact caused by third parties: Your receipt of Alerts may be delayed or impacted by factors relating to your internet service provider, mobile phone carriers, or other third parties. We will not be liable for any Loss or damage caused by:

(a) any non-delivery, delayed delivery, or misdirected delivery of the Alerts; or
(b) any inaccurate content in the Alerts,

which arise as a result of circumstances beyond our reasonable control.

10.9 Security: You must keep your email and devices which receive Alerts secure. If these devices are lost or stolen you must cancel your Alerts service or change the number, email address, or other device details that receive Alerts.

10.10 Obligations when Alerts unavailable or malfunctioning: It is your responsibility to use other means of obtaining information in relation to your Accounts if, for any reason, Alerts are unavailable for use, contain incorrect information or are malfunctioning.

10.11 Fees and charges for Alerts: Fees and charges may apply to Alerts, and our fees and charges are set out in our Fee Guides. We can, without telling you first, debit any fees or charges for Alerts to the Account the Alert relates to. If you have insufficient funds in your Account to cover the deduction of Alert fees and charges, we will treat this as a request for an unarranged overdraft in accordance with clause 7.3 of BNZ's Standard Terms. You may be charged for Alerts that are generated by us and sent to you, even if you do not receive these Alerts and the non-receipt has resulted from matters beyond our reasonable control.

10.12 Suspension or cancellation of Alerts by us: We may suspend or cancel your access to Alerts and we will use reasonable efforts to contact you first except where we are prevented from doing so for reasons beyond our control. We are not liable for any Loss you may incur as a result of your access to Alerts being suspended or cancelled.

10.13 Records of Alerts: Our records of Alerts and access to Alerts will, in the absence of an event beyond our control, be evidence of such Alerts or access.

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11. Information about you

11.1 Personal Information: To offer you products or services, we need to collect, use and disclose your personal information in accordance with BNZ's Master Privacy Policy. Our Master Privacy Policy sets out the purpose of this collection, details of how the personal information may be used or disclosed, your rights to that personal information (such as access and correction), our legal obligations and the consequences of not providing the information. The Master Privacy Policy covers personal information for all of our products and services, and all our interactions with you.

11.2 Non-personal Information: There may be times when we collect, use and disclose information that is not an individual's personal information and where our Master Privacy Policy will not apply – this can include where we collect information about our business customers or where personal information has been deidentified. We refer to such information as "Non-personal Information" in these Terms. You authorise us to collect, use and disclose Non-personal Information to:

(a) help us manage, improve and develop our business, services and products and/or market research purposes;
(b) manage financial and security risks for our business and our customers;
(c) help detect and prevent fraud, scams, and other financial crime;
(d) defend or enforce our rights; and
(e) meet our legal obligations.

11.3 Complying with laws and regulations:

(a) You agree to provide us with any Non-personal Information, we may ask for to help us comply with laws, rules or regulations in New Zealand or overseas.
(b) You agree that we can collect (including collecting from third parties), use and disclose Non-personal Information to:

(i) help us comply with laws, rules or regulations in New Zealand or overseas, or any New Zealand or overseas legislative or regulatory requests; or
(ii) monitor your accounts and any BNZ product/service you use for the purpose of preventing misuse or unauthorised use of any BNZ product/service, detecting and preventing any fraud or crime, or for money laundering and counter financing of terrorism purposes in connection with any laws, rules or regulations in New Zealand or overseas.

11.4 Insights: If you use the Mobile Portal for Internet Banking, we'll use your personal information and certain Account Data for your personal transaction accounts to generate spending analysis and personal financial Insights relevant to you ("Insights"). On creation, these Insights will be deemed to form part of your "personal information", which we collect, use, share and store as described in clause 11.1 of these terms and conditions and our Master Privacy Policy.

11.5 No Warranty for Insights: While we try to ensure the Insights provided by us are accurate and free from error, Insights are provided on an “as is” and “as available” basis for general information purposes only and we do not warrant their accuracy, adequacy or completeness or that they are suitable for your intended use. We recommend that you seek advice specific to your circumstances from your professional advisers prior to making any financial decisions.

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12. Use of images within service

12.1 Purpose of images: From time to time, we might allow you to add an image to an Account, to a payee or a payment within Internet Banking for the sole purpose of depicting that Account or payee.

12.2 Use of images made available by us: If the image that you add is an image made available by us, you agree that:

(a) you will only use the image for depicting an Account, payee or payment, and will not, without limitation, download, share, print or copy the image; and
(b) we can remove or replace the images we make available at any time, including an image that you have used to depict your Account, payee or payment.

12.3 Use of your own images: If the image that you add is your own image, you:

(a) agree that we can remove any image that you are using if it does not comply with this section 12;
(b) grant us an irrevocable, non-transferable, non-exclusive, royalty-free licence to use the image for the purpose of providing you with the ability to use the image to depict an Account, payee or payment within Internet Banking;
(c) agree that we can store, modify, copy and use the image for the purpose of allowing you to use the image on Internet Banking;
(d) warrant that:
(i) you own the image and/or have the legal right to use the image on Internet Banking;
(ii) use of the image by us will not infringe any third party intellectual property rights; and
(iii) to the best of your knowledge, the image does not contain any viruses or other malware;
(e) agree not to use an image that contains any of the following:
(i) addresses, phone numbers, URL addresses, Account or personal identification numbers;
(ii) sexual, violent or other offensive content (including nudity);
(iii) profanity or obscenities;
(iv) illegal or anti-social behaviour;
(v) culturally insensitive images;

(vi) images which display the opinions of socially unacceptable groups; or
(vii) anything else illegal, obscene, libellous, defamatory or indecent.

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13. Liability

13.1 Our liability: We will not be liable to you for any Loss (as defined in section 2 of these terms and conditions):

(a) arising as a result of us acting in accordance with these terms and conditions; or
(b) caused by circumstances outside our control, including machine failure, problems with any system or network, or industrial action.

Nothing in these terms and conditions limits our liability for acting fraudulently or excludes or limits our responsibility and liability to you under the Consumer Guarantees Act 1993, or to the extent that we are otherwise unable to exclude or limit it by law.

13.2 Your responsibility: You are responsible for all BNZ losses (as defined in clause 13.4) and liabilities relating to Internet Banking, and/or your relationship with us, including actions (or inactions) carried out by others authorised to operate any of your Accounts.

13.3 Indemnity: You indemnify us against any BNZ losses (as defined in clause 13.4) relating to Internet Banking, and/or your relationship with us, except if the BNZ losses result directly from our fraud or negligence.

13.4 Meaning of BNZ losses: For the purpose of clause 13.2 and 13.3, BNZ losses means:

(a) loss (including consequential loss), costs, claimed amounts, charges, expenses, damages or any other liabilities caused by you and/or others authorised to operate your Accounts or act on your behalf;
(b) losses incurred by us (to the extent permitted by law) that are in any way related to the use of Internet Banking if Internet Banking is accessed by you or any other person using your Login Details or details related to your Two-Step Authentication;
(c) loss from unauthorised access to Accounts if you, and/or others authorised to operate your Accounts or act on your behalf, wilfully or fraudulently caused or contributed to that loss or failed to comply with these terms and conditions; and/or
(d) loss, costs, or damage incurred by us, our other customers or a third party, or any action brought against us for the former, which results from your misuse (and/or the misuse of others authorised to operate your Accounts) of Internet Banking, or failure to comply with these terms and conditions.

Liability for unauthorised access to your Account

13.5 Unauthorised transactions made when you cannot access Internet Banking: You will not be liable for any losses caused by any unauthorised transaction on your Account in the time period before you are able to access Internet Banking for the first time, or during any time period when we prevent you from accessing Internet Banking.

13.6 Your liability if you comply with notification obligations: If you comply with the notification obligations set out in clause 8.7, you will not be liable for any loss caused by disclosure of your Login Details or details related to your Two-Step Authentication or unauthorised access to your Account unless you have:

(a) acted fraudulently or negligently; or
(b) contributed to the disclosure or unauthorised access by failing to follow security information and advice provided by us on our website, in these terms and conditions or otherwise.

13.7 Your liability if you have contributed to disclosure or unauthorised access: You may be liable for loss arising from disclosure of your Login Details or details related to your Two-Step Authentication or unauthorised access to your Accounts, if you have breached these terms and conditions, for example (but not limited to) if you have:

(a) failed to comply with the notification obligations in clause 8.7;
(b) failed to select your Login Details in accordance with the terms set out at clause 8.3;
(c) failed to protect your Login Details or details related to your Two-Step Authentication in accordance with the terms set out at clause 8.5;
(d) kept a written or electronic record of your Login Details of other means of access to Internet Banking, or voluntarily or negligently disclosed your Login Details or other security information to someone else; or
(e) failed to take reasonable care to safeguard any computer or other device used to access Internet Banking, or left your computer or other device logged on to Internet Banking.

13.8 For the avoidance of doubt, you will not be considered to have contributed to or caused a loss under clause 13.7, to the extent that loss arises solely because you have failed to establish and maintain appropriate security software.

13.9 If any of the circumstances at clause 13.7 apply, unless you have acted fraudulently or negligently, your maximum liability will be the lesser of:

(a) your actual loss at the time that you told us about the disclosure or unauthorised transaction; and
(b) the balance that would have been available for withdrawal from your Account between the time any unauthorised access was made and the time that you told us about the disclosure or unauthorised access.

13.10 Liability if you have acted fraudulently or allowed your Account to be used for fraudulent or unauthorised transactions: You will be liable for all loss from unauthorised transactions if you have acted fraudulently, or allowed your Account to be used for fraudulent or unauthorised transaction, either alone or with another person.

13.11 Internet banking fraud and loss caused by breach of our Internet Banking system: Notwithstanding any exclusions of our liability in these terms or conditions (but subject to your other obligations set out in these terms and conditions):

(a) if you have acted in accordance with these terms and conditions and we decide that you are a genuine victim of internet banking fraud we will reimburse any unauthorised amounts debited from your Accounts; and
(b) if you incur a direct loss that is due to a security breach of our Internet Banking system as a result of our failure to take reasonable care and is not caused or contributed to by you, we will reimburse you for that loss.

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14. Communications

14.1 Communications: You consent to receiving all notices, certificates, consents, approvals, instructions and other communications ("communications") in electronic form by electronic communication through:

(a) Internet Banking (including secure messaging via Internet Banking); or
(b) any application approved by us available through your electronic device.

14.2 When communications deemed to be sent and received: A communication is deemed to be sent by us and received by you (even if you are not aware that you have received it) when the communication enters the relevant information system on, for example, your computer, mobile, or other electronic device.

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Key information

If you have any questions about Internet Banking, please call us on 0800 275 269 (from New Zealand) or +64 4 494 9098 (from overseas). International toll charges apply.

If you believe that your Login Details or details related to your Two-Step Authentication have become, or may be, known to anyone other than yourself, or that there has been unauthorised access to your information or Account, you must tell us immediately by visiting us in branch, calling us on 0800 275 269 (from New Zealand) or +64 4 931 8209 (from overseas), or contacting us by secure messaging via Internet Banking.

Complaints

If we have made a mistake, or you are unhappy with Internet Banking, we will try to put it right quickly and fairly. You can:

(a) talk to us at any of our branches or Partners Centres (please ask to speak to a manager if you would like to make a complaint);
(b) call us on 0800 275 269 (from New Zealand) or +64 4 931 8209 (from overseas), every day from 8am - 8pm Monday to Friday, and 9am - 6pm, Saturday, Sunday and Public Holidays (NZ time) (International toll charges will apply); or
(c) complete the email form on our website at bnz.co.nz/complaints, or contact us by secure messaging via Internet Banking.
(d) If you are unhappy with how your complaint is being handled, please write to us at BNZ Customer Resolution, PO Box 995, Shortland Street, Auckland 1140, New Zealand. We offer a free complaints review procedure for handling complaints about any of our products or services. Further information about our complaints procedure can be found on our website.

If you are unhappy with our investigation into your complaint, and want to refer a matter to the Banking Ombudsman, you can call +64 4 915 0400 (or freephone 0800 805 950), email help@bankomb.org.nz, or write to:

Freepost 218002
PO Box 25327
Wellington 6140

Privacy

For information on BNZ's privacy practices, including how we collect, use and disclose your information, please see our Master Privacy Policy, or you can ask us to send you a copy.