

ACCOUNT AND SERVICE GENERAL TERMS AND CONDITIONS

EFFECTIVE 6 JUNE 2015

1. INTRODUCTION TO THESE TERMS

1.1 Acceptance of these Terms

By applying for or using any Heartland Account or Card Services, you agree to be bound by:

- these General Terms – which apply to all Heartland Account and Card Services; and
- any Specific Terms which apply to a particular Account or Card Service – Specific Terms are referred to in these General Terms and may be included in separate information that we provide to you, including on our Website, Product Fact Sheets and Application Forms.

You should read these General Terms and any applicable Specific Terms carefully. Ask us for help if there is anything you don't understand.

If any General Term conflicts with a Specific Term, the Specific Term will apply.

1.2 Changes to these Terms

We may update these Terms, including our fee schedules, at any time, unless different rules for changes apply under the Specific Terms.

We will:

- give you at least 14 days' notice of any changes; and
- communicate any changes to you by notice on our Website, in the media, directly by telephone (including text message), mail, email or other electronic means or otherwise as we see fit and as permitted by law.

We may update any Terms without advance notice to you if the Specific Terms permit us to do so or if we consider we have a good reason to do so, for example, for security purposes.

1.3 Interpretation

We explain some legal and ordinary words used in these General Terms, and set out the rules for interpreting these General Terms, in the **Dictionary** (clause 16).

2. OPENING AN ACCOUNT AND APPLYING FOR OTHER SERVICES

2.1 Applications

To open an Account or apply for any other Service, you must:

- complete, sign and return to us our standard Application Forms and give us all other information and documents that we may ask for;
- meet our account opening criteria – this includes providing satisfactory proof of your identity and address; and
- comply with any additional requirements that we notify to you - these may include the credit of a minimum amount of funds and minimum age requirements.

Our account opening criteria and any additional requirements for opening an Account or the provision of any Service will be communicated to you before your Account is opened. We may vary such criteria and requirements from time to time in accordance with clause 1.2.

2.2 Acceptance by Heartland

All applications are subject to approval by Heartland. If we decline your application and an Account has been opened or any other Service has already been provided, we may close the Account and refund the credit balance of the Account to you and cease providing the relevant Service. If we decline your application, we do not need to provide you with a reason for our decision.

2.3 Further information

You must give us all other information and documents that we may ask for at any time in connection with any of your Accounts or your use of other Services, including to comply with our legal requirements.

3. OPERATING YOUR ACCOUNT

3.1 Instructions and security

We may accept instructions in person, or by telephone, facsimile, electronic or any other means (including email, text or Internet Banking).

If we receive instructions that we reasonably believe to be from you, or a person authorised by you, you authorise us to, at our discretion:

- act on those instructions; or
- decline to act, or delay acting, on those instructions where we consider we have a good reason to do so – including for the reasons set out in clause 4.2; and
- rely on those instructions without any further enquiry or verification; or
- take further steps to verify such instructions.

We may, as part of our security procedures or for training purposes, record and retain your instructions, including instructions received by telephone.

3.2 Authorised persons

You may apply to authorise another person to act on your behalf. Any such authorisation is subject to approval by Heartland.

Any authority you give will continue until you tell us otherwise in writing.

In some circumstances, we may be required or permitted by law to allow someone else to operate your account, including making payments out of your account. For example, if you become incapable or bankrupt or in the event of your death.

3.3 Accuracy of information

You are solely responsible for ensuring that any instructions we receive from you, or a person authorised by you, are given clearly, completely and accurately.

We may require you, or any person authorised by you, to prove your identity and address to our satisfaction and provide additional information about you and/or your use of any Service from time to time.

3.4 Errors and discrepancies

You must maintain appropriate systems and controls to ensure that unauthorised, forged or fraudulent instructions are not given to us.

You must check your Account, statements and other account information we give you. You must notify us immediately if you believe there are any errors, discrepancies or unauthorised transactions. If we make an error, we will correct it as soon as possible and we will refund you any fees or charges you have paid as a result of the error.

You must give us any help we reasonably ask for to deal with any such unauthorised access to your Account or use of any other Services.

3.5 Statements

If we say we will provide you with statements relating to your Account, we may provide them in either a printed or electronic form, on a monthly, quarterly or annual basis as agreed, or as required by law.

4. PAYMENTS

4.1 Priority of payments

An Account is able to be operated by deposits, withdrawals, transfers, direct credits, direct debits or automatic payments or other means provided by us from time to time. We may determine the order of priority of payments from an Account, and may set transaction limits or daily limits that restrict your ability to confirm payment instructions, for any one transaction or any transactions within a day, to a specific dollar amount.

4.2 Instructions

We will endeavour to make payments as properly instructed, but we are not liable for any inaccuracy or delay in payment, or any omission to make a payment due to circumstances beyond our control. We may stop or alter a payment without prior notice if circumstances reasonably require us to do so.

Without limiting our ability to suspend Services (as set out elsewhere in these Terms), we may refuse to carry out a transaction at any time if:

- the transaction seems unusual compared with the way you normally use your Account or a particular Service (such as by way of Internet Banking or by use of your Card);
- we consider it necessary to protect the security of the Services provided to you (such as the security of a Card or the security of Internet Banking);
- we believe that carrying out the transaction will give rise to a cause of action against us;
- you exceed a limit applicable to the relevant Services (such as, for Card use, a daily limit on cash withdrawals made by using the Card);
- you or any person you authorise to operate your account do not meet our identification requirements at any time; or
- we are complying with a court order or other legal requirements.

4.3 Declined or reversed payments

You must ensure that there are sufficient funds available to meet debit deductions from an Account.

We may decline or reverse payments if there are insufficient funds in your Account or if other circumstances reasonably require us to do so.

4.4 Cleared funds

Funds paid into your Account may not be available for you to withdraw until the payment is cleared. Any cheques lodged in your Account will take up to 5 business days to clear. Any drafts or overseas cheques lodged in your Account may take up to 31 days to clear.

If we permit you to draw against uncleared funds, we are providing credit and you must repay us (including interest and charges) if any payment into your Account is reversed.

4.5 Unarranged overdrafts

We may, at our discretion, honour withdrawal requests from your Account even if you do not have sufficient funds in that Account to meet the payment (unarranged overdraft). You must repay us the amount of any unarranged overdraft and our unarranged overdraft fee applicable at the date of the unarranged overdraft within 5 business days of the unarranged overdraft being made or immediately if we ask you to do so.

The unarranged overdraft fee that is applicable as at the date of these General Terms is set out in Heartland's Account and Service Fee Guide, which is available on our Website.

Please contact us if you would like to discuss an arranged overdraft – Specific Terms will apply.

4.6 Direct debit authorities

Any direct debit authority you give to us will remain in full force and effect until:

- we receive written notice of cancellation of the direct debit authority;
- your account is closed – you are responsible for cancelling any direct debits into or out of your account;
- the business or other organisation authorised to collect the payments cancels the direct debit instruction.

4.7 Mistaken payments and payments in error

If funds are credited to your account by mistake, we may, at our absolute discretion, reverse such credit without notice to you and you will be liable to repay any such amount.

Any payments you have made in error can only be recovered with the consent of the holder of the account they have been paid into.

4.8 Set-off of overdue amounts

You authorise us, at any time, to set off money owed by you to us against funds to the credit of any Account, or any other amount we owe to you.

For this purpose, you authorise us to transfer funds from one Account to another and to break any term deposit (break fees are not applicable if we break a term deposit for this purpose). We may take any of these steps without your prior approval but we will notify you of the steps we intend to take, or have taken, as soon as possible.

5. PASSWORDS AND SECURITY

You are responsible for ensuring the security of your Password. This includes:

- not keeping a written copy of it or otherwise recording it anywhere (including in electronic form);
- not choosing a Password which is the same as, or similar to, any other personal identification or which consists of personal data that may easily be guessed or identified as relating to you, or is an obvious combination of letters and numbers (for example, birth date, family, pet or street names, telephone numbers, sequential numbers);
- not sharing your Password with anyone (including the police or your family) - please note that we will never ask for your Password in an email or through a link within an email;
- not sharing your personal identification numbers (PINs) with any person, including our staff; and
- periodically changing your Password.
- in relation to Internet Banking, ensuring that you are not observed when entering your Password on a computer;
- in relation to the use of Cards, ensuring that no one can see you enter your Password at ATMs or when using EFTPOS, or see your Card details when using a computer to shop online;
- never emailing your Card details to any person; and
- when using your Card online, ensuring that you are on a secure webpage.

You must notify us immediately if your Password or PIN has become known to anyone other than you.

6. CARDS

6.1 Issued cards

Cards issued to you for use in connection with any Service belong to us, and must be returned immediately if we request you to do so.

You must sign your Card as soon as you receive it. Keep your Card in a safe place and do not let anyone else use your Card. Always remember to take your Cards back after using them.

6.2 Lost and cancelled Cards

You must notify us immediately if your Card is lost, stolen or fraudulently used.

We may cancel or replace a Card at any time without prior notice to you if circumstances reasonably require us to do so.

6.3 Additional cardholders

If you would like someone else to have access to your Account, you may request us to issue an additional Card to that person. We may (at our discretion) accept or refuse the request.

If an additional Card is issued:

- you must make sure that the additional cardholder is aware of, and accepts, all applicable Terms (including, without limitation, the Terms relating to Passwords and security); and
- you are responsible for all use of the additional Card, and all transactions made using the additional Card will be treated as transactions made by you.

6.4 Using your Card

You may use your Card to make transactions in New Zealand and overseas with any merchant or bank displaying your Card symbol.

Once you have made a transaction using your Card, it cannot be cancelled. We will not be liable:

- if you are unable to use your Card for any reason, whether to complete a purchase or to withdraw funds from an ATM;
- if a merchant refuses to accept your Card; or
- for any defect or deficiency in goods or services acquired through the use of your Card.

6.5 Additional fees and charges

A merchant may charge you a fee for using your Card. A fee may apply for using your Card at an ATM. Overseas transactions may be subject to fees, exchange controls or other government charges, duties and taxes. All such charges are your responsibility.

6.6 Pre-authorised transactions

A bank or merchant may seek a pre-authorisation in relation to a transaction on your Card, to establish that there are no restrictions on the Card and that there are sufficient funds for the transaction. If the actual value of the transaction is not known, the bank or merchant may obtain a pre-authorisation for an estimated value of the transaction. Once preauthorisation is obtained, the available funds on your Card Account will be reduced by the value of the pre-authorised amount until a transaction matching the pre-authorisation is processed, or, if no matching transaction is processed, for up to four business days.

7. CHEQUES

Instructions for writing a cheque are set out in your cheque book.

Keep your cheque book in a safe place, and do not sign any cheque with any details blank. You must promptly report to us any fraudulently used, lost or stolen cheques.

7.1 Stopping and dishonouring cheques

We will make reasonable efforts to stop payment on any cheque if you request this. At the time of your request, we may not be able to establish whether a cheque is capable of being stopped. If we cannot stop the cheque, you will still be responsible for the payment of the cheque.

We are not obliged to stop a bank cheque on your request. However, we may do so if the bank cheque has been lost, stolen or you have returned the bank cheque to us.

We can refuse to honour any cheque, including where:

- the cheque has not been correctly completed or signed in accordance with the instructions for writing a cheque;
- we believe there is not, or may not be, sufficient cleared funds in the relevant Account to cover the cheque;
- the cheque is dated more than six months before it was presented; or
- we are required to do so by law.

We may charge a fee in connection with stopping or dishonouring a cheque. We will not be liable for stopping or not stopping payment on a cheque or dishonouring a cheque unless we have acted fraudulently or negligently.

8. INTEREST AND CHARGES**8.1 Fees and Charges**

You agree to pay and authorise us to debit from your account:

- all fees and other charges relating to the use of the Services as stated on the current version of our relevant fee schedule – as at the date of these General Terms these fees are contained in Heartland's Account and Service Fee Guide which is available on our Website; and
- any other amounts that you owe us.

This may include government charges and the cost of enforcing or attempting to enforce our rights under these Terms and any applicable law - including legal expenses and recovery and collection costs.

We may debit any such amounts to an Account even if that causes that Account to become overdrawn or increases an existing overdraft on that Account.

8.2 Interest

We calculate interest we pay on a daily basis. We pay interest, if any, monthly by crediting it to your account.

8.3 Withholding tax

We are legally required to deduct withholding tax directly from any interest credited or paid to you. If you have not supplied your Inland Revenue Department (IRD) details, we may have to make the deductions at a higher tax rate.

If you are non-resident for New Zealand tax purposes, we are legally required to deduct from any interest credited or paid to you either a non-resident withholding tax at the relevant country rate or non-residents approved issuer levy, and pay such amount to the IRD. You are required to inform us when your non-resident status changes and/or you obtain residency in New Zealand.

9. INTERNET BANKING**9.1 Technical requirements**

Use of Internet Banking means that you agree to provide (and receive) information through electronic means. This means you agree to provide any relevant information, documents and attachments in the format and to the standards described for each transaction. It also means that the information will be retained by us in electronic form.

Internet Banking is provided through a secure website. However, you acknowledge and agree that internet transmissions are never entirely secure or private, and that any message or information you send to or through any website (including credit card information) may be read or intercepted by others, even where a website is stated as being secure. We have no liability for the interception or hacking of data through a website by unauthorised third parties.

To ensure that you are accessing Internet Banking within a safe and secure environment, you need to make sure that your internet browser is capable of supporting the encryption requirements of the Website (as updated by us from time to time).

You acknowledge that we can change the user requirements, application and operating system specifications, format or content of Internet Banking at any time without prior notice to you.

9.2 Your Internet Banking responsibilities

You are responsible for ensuring that you take appropriate steps to maintain the security of your information when using Internet Banking. This includes:

- establishing and maintaining (i.e. keeping up-to-date) appropriate antivirus and other security software on your computer to protect you from theft and the unauthorised use of Internet Banking;
- protecting your own computers and/or network from being affected by viruses or anything else likely to corrupt or compromise your data while using any Website;
- always using the "log off" button when you have finished using Internet Banking; and
- notifying us immediately if you become aware of any unauthorised transaction on an Account or unauthorised use of Internet Banking.

You agree that you will not:

- use Internet Banking for any purpose other than carrying out lawful transactions and enquiries on your Account;
- leave your computer unattended when logged on to Internet Banking (or any other service offered on a Website);
- open attachments or run software from untrusted or unknown sources;
- knowingly use a computer that contains software that has the ability to compromise passwords and/or customer information (such as spyware); or
- use "untrusted" or shared computers when accessing Internet Banking, such as computers at internet cafes. These computers could be running programs that could potentially compromise your security and gain unauthorised access to your Account.

If for any reason Internet Banking is unavailable for use or is malfunctioning, you are also responsible for using other means of effecting transactions.

10. SPECIAL TYPES OF CUSTOMERS**10.1 Joint Accounts**

All Customers in a joint Account are both individually and jointly liable for any money owing on the Account and for complying with these General Terms and any applicable Specific Terms. *This means we can sue all Customers in a joint Account together, or any Customer in a joint Account individually, for the full amount owed to us.*

Any one of the Customers of a joint Account can operate the Account separately (including making any withdrawal) unless you instruct us in writing that two or more Customers are required to operate your joint Account. However, we may, at our discretion, make enquiries and confirm instructions with any other Customer of a joint Account. If you instruct us that two or more Customers are required to operate your joint Account, any one Customer will still be able to access the account for non-transactional matters, such as requesting a statement.

In actioning the instructions of any one Customer of a joint Account, we will not be liable to any other Customer of the joint Account (unless you have instructed us in writing that two or more Customers are required to operate your joint Account).

Where we receive a deposit in favour of one Customer of a joint Account, we may credit it to the joint Account, unless instructed in writing by that Customer to pay it into a separate Account in that Customer's name.

If one Customer of a joint Account should die, the other remaining Customer(s) is granted full authority to operate the Account. The death of a joint Customer does not discharge any liability to us.

Unless a Customer of a joint Account notifies us in writing that each joint Account Customer wishes to receive disclosures, notices and other communications (including for the purposes of the Credit Contracts and Consumer Finance Act 2003) in connection with a joint Account separately, each joint Account Customer appoints each other joint Account Customer as their agent to receive such disclosures, notices and other communications on their behalf and agrees and acknowledges that they receive any such disclosures, notices and other communications on behalf of other joint Account Customers as their agent. *This means that a notice we send to one of you will count as a notice to all of you.*

We may accept, for payment into your joint Account, any payment in favour of any one or more joint customers, unless a cheque is crossed "not transferable" or "account payee only".

If a joint Account Customer asks to be removed from the joint Account, we will remove that Customer and advise the other joint Account Customers. The joint Account Customer that has been removed will continue to be individually and jointly liable for any money owing on the Account at the date the joint Customer is removed until full repayment is made.

10.2 Trusts

If you are an executor or administrator of an estate or trustee of a trust in connection with any Services, you confirm to us that you are acting in accordance with the authority conferred on you and the terms of the relevant trust deed, will or other authority. We shall not be liable in any way if this confirmation is not correct.

You must immediately notify us in writing of the resignation or appointment of any trustees, executors or administrators. In the case of a trust, the trustees must inform us if the trust deed is amended.

All trustees and all executors or administrators of an estate or trust in connection with any Services have joint and individual liability to us for any money owing for the Services, and, unless the Specific Terms relating to a particular Service provide otherwise, a Customer who is a trustee is liable to us both in his/her capacity as trustee and personally.

We may require that any instructions from a Customer which consists of an estate or trust are signed by all executors or administrators, or all trustees, as applicable. However, we will not be liable for any failure to do so, or acting on the instruction of any particular executor, administrator or trustee in relation to any Services.

10.3 Partnerships

If you are a partnership in connection with any Services, you must immediately notify us in writing of the appointment of a new partner, retirement or death of an existing partner, or the dissolution of the partnership.

These General Terms (and any Specific Terms that apply) continue to bind each partner despite any changes in the partnership (including by death, incapacity, retirement or appointment of any partner or the dissolution of the partnership).

Each partner is both jointly liable as a partner and individually liable for all the obligations of the partnership, so that we may have recourse to the partner's individual assets on the same basis as any other personal creditor.

We may require that any instructions from a Customer which consists of a partnership are signed by all partners. However, we will not be liable for any failure to do so, or acting on the instruction of any particular partner in relation to any Services.

10.4 Limited partnerships

If, in connection with any Services, the Customer is a limited partnership, the liability of each general partner of the Customer to us is joint and several with the limited partnership and the other general partners.

You must immediately inform us of the resignation or appointment of any general partners, or if a terminating event (as set out in the Limited Partnerships Act 2008) occurs or is likely to occur. You must also immediately inform us if your limited partnership agreement is amended.

Each general partner continues to be bound by these General Terms (and any Specific Terms that apply) and to be liable for all amounts the Customer owes us incurred up to and including the date we receive notice of the retirement of that general partner.

10.5 Unincorporated societies

If, in connection with any Services, the Customer is an unincorporated society, the liability of each member to us is joint and individual.

10.6 Other special types of Customers

We may notify you of other terms that apply if you are a special type of Customer not mentioned above.

11. SUSPENSION OR CANCELLATION

11.1 Your rights to end your banking relationship with us

You may end your banking relationship with us at any time subject to, in the case of a particular Service, the Specific Terms of that Service.

11.2 Our rights to end our banking relationship with you

We will not normally close your Account or withdraw any Services unless we consider we have a good reason to do so and we have given you at least 14 days' notice. For example, if:

- you have acted unlawfully;
- we are complying with a court order;
- we believe there is a risk of fraud or security breach.

11.3 Funds at the time your Account is closed

When an Account is closed, any funds remaining in that Account at the time of closure will be returned to you, less fees, charges and any other amounts that you owe to us plus or minus interest applying to those funds.

We may also keep enough money to adhere to any court order or other legal requirement. If there is a dispute over the funds, we may not be able to return them to you until the dispute is resolved.

12. LIABILITY

12.1 Your liability

You are liable, and you indemnify us, for all loss, including loss suffered by us, any of our customers, or any other person, relating to your Account or use of the Services at any time, unless we have acted fraudulently or negligently.

Without limiting the above, you are liable, and you indemnify us, for all loss, including loss suffered by us, any of our customers, or any other person as a result of:

- us acting on any instructions that we receive and that we reasonably believe to be from you (or a person authorised by you) in accordance with these Terms;
- your misuse of Internet Banking; or
- unauthorised access to or use of your Account or Services caused by your fraud or negligence, or which you have contributed to by failing to comply with the Terms.

However, if you have not acted fraudulently or negligently and have not contributed to or caused losses from unauthorised use of any Account or other Services, your liability for any loss from an unauthorised transaction occurring before we receive written notification is limited to:

- the balance of your Account, including any pre-arranged credit; or
- the actual loss at the time you notify us, up to any transaction limit applicable to your Account.

You are not liable for any losses resulting from faults occurring in our online systems or software, unless the faults are obvious or advised by message or notice on display.

12.2 Our liability

To the extent permitted by law, we are not liable to you in contract, tort (including negligence) or otherwise and accept no responsibility for any loss suffered by you or any other person which arises in connection with any one or more of the following:

- your use of Internet Banking, telephone banking or the Websites (in particular, we do not warrant the accuracy, adequacy or completeness of the information contained on any Website);
- any unauthorised use of your Password;
- Heartland acting in accordance with these Terms (including acting, declining to act, or delaying acting, on any instructions in accordance with these Terms);
- any matters outside our control;
- any loss caused by you, or anyone acting on your behalf, providing us with incorrect information;
- the loss or destruction of any documents or data, or any delay in processing cheques or other instructions;
- any delay in transferring funds to or from your Account; or
- the closure or suspension of any Services.

13. PRIVACY AND INFORMATION SHARING

13.1 Our Privacy Statement

By using any Services, you consent to the collection, use, disclosure, storage and processing of your information in accordance with the Privacy Act 1993 and our Privacy Statement. To find out more, you can see our Privacy Statement on our Website. We can change our Privacy Statement from time to time to reflect changes in the law and also our business needs so long as the changes do not disadvantage you.

Key terms of our current Privacy Statement are summarised below.

13.2 What we can do with your information

Information that we collect about you or that you provide to us may be used by us to:

- consider your application for an Account or any other Service (and any future application involving you);
- check information about your identity documentation, such as your driver's licence or passport;
- carry out our business functions and activities;
- collect amounts you owe us, including taking enforcement action;
- exercise our rights and fulfil our obligations under the applicable Terms and any other agreement with you;
- exercise our rights and fulfil our obligations under all applicable laws – including monitoring your Accounts and Services for fraud, crime detection and anti-money laundering and countering financing of terrorism purposes;
- comply with regulatory and other legal requirements – for example, liquidity requirements;
- generally administer and monitor Services provided to you (or any related entity); and
- provide you with information about other Services, including those of selected third parties, including by mail, email and telephone (including text) – **you can opt-out of this by telling us in writing.**

If the information we request from or about you is not provided, we may not be able to provide the requested Services to you.

13.3 Who we can share your information with

You agree that we can share any information we get, for the purposes set out above, with:

- our related companies;
- existing and potential business partners;
- identity verification agencies;
- credit reporting agencies (if we provide credit to you) – credit reporting agencies may retain information about you (including default information) and use it to provide their credit reporting services;
- the New Zealand Transport Agency's 'Driver Check' service;
- insurers;

- any person providing us with guarantees or security for any Service;
- anyone that we engage with about selling all or part of our business to;
- government agencies and regulators, or anyone else who has rights under any agreement you have entered into with us or that we are legally required to share your information with; and
- service providers – this may include information being held on behalf of Heartland by data storage providers, including cloud-based data storage providers in New Zealand or overseas.

13.4 Your rights to your information

You have the right to access and request correction of information we hold about you and full details of every organisation to whom we have disclosed information about you, by contacting us on 0800 85 20 20.

14. COMPLAINTS AND DISPUTES

Your satisfaction is very important to us. If you wish to raise a concern or complaint about a Service, or offer feedback, we encourage you to get in contact.

- In the first instance, please get in touch with your usual point of contact at Heartland and we will make sure your complaint is investigated promptly.
- Alternatively, please email us at complaints@heartland.co.nz or call us on 0508 432 785 and ask to speak with a member of the Compliance Team.
- If a solution can't be found or you are unsatisfied with the outcome, you can contact our approved dispute resolution scheme being the Banking Ombudsman, an independent party who helps sort out unresolved complaints. This service is free of charge. You can contact the Banking Ombudsman at:

Banking Ombudsman Scheme

Address Freepost 218002, PO Box 10 573,
The Terrace, Wellington 6143

Phone 0800 805 950 / +64 4 471 0006

Email help@bankomb.org.nz

15. GENERAL

15.1 Change of details

You agree to promptly notify us of:

- any changes to your name, address, registered office (if applicable), telephone or facsimile number and email address;
- any change in your legal status or capacity or your tax residence status; or
- any change in your rights in any Account or any other change affecting your relationship with us.

15.2 When a notice or communication is effective

A communication under these Terms is not effective until the party it is addressed to receives it. For this purpose, we treat a communication we send to you as being received:

- (a) in the case of a letter, on the third business day after we posted it; and
- (b) in the case of an email, other electronic notice or a facsimile, on the business day on which it is sent, or, if sent after 5.00pm (in the place of receipt) on a business day or on a non-business day, on the next business day after the date of sending.

15.3 Assignment by you

You cannot assign, transfer, mortgage or grant a security interest in respect of your rights or obligations under these Terms or in any Account, including credit balances, except in favour of Heartland, or with our written consent.

15.4 Assignment by Heartland

We can choose to assign or transfer any of our rights or obligations under these Terms without your consent:

- (a) to any person that has the same or a better credit rating than us at the time of the assignment or transfer and who we genuinely believe can perform all of our obligations under these Terms; or

(b) if we believe it is sensible or necessary to do so to comply with applicable law,

and each of our assignees and transferees has the same rights against you under these Terms as if it were named in these Terms in place of us.

15.5 Waiver

No delay or failure to act will be construed as a waiver or will in any way prejudice our rights under these Terms.

15.5 When any Term does not legally “work”

If any of these Terms are held to be invalid, illegal or unenforceable that Term will be severed and the remaining Terms will be enforceable.

15.6 Consumer Guarantees Act 1993

To the extent permitted by law, the provisions of the Consumer Guarantees Act 1993 will not apply to any Service provided to you where you use the Account or receive the relevant Service for business purposes.

15.7 Governing law

Your relationship with us, and all Services provided by us, is governed by and must be interpreted under New Zealand law.

16. DICTIONARY

In these General Terms:

Account means any deposit or transaction account you have with Heartland, or any other account you have with Heartland to which these General Terms apply.

assign means to pass rights to another person (but not obligations).

bankrupt includes the bankruptcy of, and entry into any “non-asset procedure” (which is an alternative to bankruptcy) by, you, or if you are not an individual, your dissolution, liquidation, receivership, administration and winding-up.

business day means a day (other than a Saturday, Sunday or public holiday), on which registered banks are open for general banking business in New Zealand.

Card means any credit or debit card issued by us to you (including any renewal, replacement or additional card).

cost includes all commissions, charges, losses, expenses (including legal fees on a solicitor and own client basis) and taxes that we incur.

Customer or **you** means the recipient of any Services provided by us.

due means owed to us on a specific date.

General Terms means these account and service general terms and conditions.

Heartland (and “**we**” or “**our**”) means Heartland Bank Limited.

Internet Banking means the online deposit, accounts and credit management service provided by us to you in connection with your Account.

law and **legal requirements** means the laws, rules, statutes, regulations, directives, codes, standards, case law and official guidance in New Zealand or any other country that are applicable to us and/or our related companies at any time including any such laws reasonably expected to be implemented (including to enable the government of New Zealand to comply with any agreement between it and the government of any other country).

liable means legally responsible.

Password means each password chosen or used by you for access to your Account or any Services, whether generally or in relation to specific Services or specific means of accessing any Services. This includes:

- your personal identification number (PIN) relating to the use of any Card;
- your ID code used for telephone banking;
- your login/user name and password for Internet Banking.

Person means an individual and any entity, such as a company, whether or not it exists as a separate “person” at law.

security interest an interest in personal property that, in substance, secures payment or performance of an obligation.

Services means any Account, Card or services or products provided by us to you in relation to any Account or Card.

Specific Terms means any specific terms relating to a Service.

sue take legal action (such as taking you to court).

Terms means these General Terms and any applicable Specific Terms, including applicable fee schedules.

Website means any website owned and operated by Heartland from time to time, including the website available at <http://www.heartland.co.nz>.

you means the Customer, or if there is more than one Customer, all Customers equally.

These Terms must be interpreted using the following rules (unless it would not make sense to do so):

- Ignore all headings and *italicised text* when interpreting this Agreement.
- Where we refer to one thing (the singular), we include multiple things (the plural), and the other way around.
- Where we define a word or expression in the Dictionary or in these Terms, then other grammatical forms of that word or expression have corresponding meanings.
- Where we refer to any statute, we include all future versions of it, including all changes to it, all re-enactments or replacements of it, and all regulations and orders in-council made in connection with it.
- Where we refer to you, we include any person that legally takes over your responsibilities or rights, or both.
- Where we refer to Heartland (or “we” or “us”), we include any person that legally takes over our responsibilities or rights, or both.
- Where we refer to “including” or similar expressions it does not imply any limitation.