

# Account and service general terms and conditions

Effective April 2021

## 1. Introduction to terms

### 1.1 Acceptance of Terms

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

- these General Terms – which apply to all Heartland Accounts and Services; and
- any Specific Terms which apply to a particular Account or Service – Specific Terms are 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 Terms

We may update any 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' advance notice of any changes except that we may update any Terms without advance notice to you if the Specific Terms permit us to do so or if we reasonably believe the update:

- is sensible or necessary in order to comply with applicable law;
- is sensible or necessary in order to correct a manifest error or omission; or
- is of a technical or administrative nature and will not prejudice or disadvantage you in any material respect.

We will communicate any changes to you in accordance with clause 16.2.

### 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 17).

## 2. Opening an account and applying for other services

### 2.1 Applications

To open an Account or apply for any other Service you may complete and submit to us our standard application forms or apply over the phone or via any online service we provide from time to time and you must:

- give us all information and documents that we may ask for, including for the purposes of Regulatory Compliance;
- 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.

### 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 for the purposes of Regulatory Compliance.

### 3. Operating your account

#### 3.1 Instructions and security

We may accept instructions in person, in writing (which may be by means of an electronic message), by telephone, via any online service we provide from time to time, or by any other means acceptable to us.

If we receive instructions that we reasonably believe to be from you or an Authorised Person, 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; or
- 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

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 an Authorised Person are given clearly, completely and accurately.

We may require you or an Authorised Person to prove your (or their) identity and address to our satisfaction and provide additional information about you or them 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 may be 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 advance notice if circumstances reasonably require us to do so.

Without limiting our ability to suspend Services (as set out elsewhere in any Terms, including clause 12 of these General 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 our online services 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 our online services);
- we believe that carrying out the transaction may 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);
- there is a dispute between, or we receive contradictory communications from, you and an Authorised Person;
- you or an Authorised Person do not meet our identification requirements at any time; or
- we are complying with a court order or we consider it necessary for the purposes of Regulatory Compliance.

#### **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. 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 is set out in Heartland's Account and Service Fee Guide from time to time, which is available on our Website.

#### **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 authority.

#### **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 may only be able to 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;
- periodically changing your Password;
- in relation to online services, 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 advance 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 pre-authorisation 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. Interest and charges

### 7.1 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. The fees and charges that are applicable are set out in Heartland's Account and Service Fee Guide from time to time, 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 any 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.

### 7.2 Interest

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

### 7.3 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.

## 8. Online services

By using any online services provided by us from time to time, you consent to our online services terms of use (which are available on our Website). We can change those terms of use from time to time in accordance with their terms.

## 9. Deposit Bags

### 9.1 Use of Deposit Bags

You must follow the instructions on the Deposit Bag and complete each field of the Deposit Bag (as applicable). Otherwise we may, at our discretion, return a Deposit Bag to you without processing the deposit.

All Deposit Bags remain the property of Heartland and must be returned to us if we so request.

You will not place anything flammable, explosive, harmful, noxious or dangerous in a Deposit Bag.

### 9.2 Processing a Deposit Bag

We may in our discretion reject or return a Deposit Bag:

- if the deposit is not in New Zealand currency (in cash);
- if the Deposit Bag is not properly sealed or has been opened or otherwise tampered with;
- if the Deposit Bag contains more than \$9,999.99 in cash and your identity has not been verified by us; or
- otherwise in accordance with these General Terms.

Unless previously agreed, we will not process any deposit in a foreign currency.

If you wish to deposit \$9,999.99 or more of cash in one Deposit Bag then the Deposit Bag

must be taken to a counter in the relevant branch and your identity verified.

Deposit Bags may be opened and the contents may be counted under video surveillance.

Deposit Bags provided to a Heartland employee or placed in a specially marked drop box in applicable branches on a business day will be treated as received on that business day.

On the business day that the Deposit Bag is received, we will credit the nominated Account with the amount recorded on the Deposit Bag or on the deposit slip in the bag (as applicable). However, we reserve the right to count the contents of the Deposit Bag at a later time and make adjustments for any discrepancies between the amount recorded on the Deposit Bag or deposit slip (as applicable) and the amount in the Deposit Bag.

If the deposit amount recorded on a Deposit Bag differs from the amount enclosed within the bag, we will notify you of our action taken and, if we have credited the nominated Account with the amount on your Deposit Bag, we reserve the right and you authorise us to:

- debit the nominated Account with any shortfall; or
- credit the nominated Account with any excess.

If you disagree with our count of the contents of the Deposit Bag, you may request that we conduct, to the extent possible, a review and reconciliation of the count. We will adjust your nominated Account accordingly if, in our reasonable opinion, we have made an error in the initial count of the Deposit Bag.

If you did not follow the instructions on the Deposit Bag or fully complete each field on the Deposit Bag then we may count the contents of the Deposit Bag and credit the nominated Account with the total amount of the contents of the Deposit Bag.

Delays in processing the contents of the

Deposit Bag (and, therefore in crediting the nominated Account) may occur in the event of the incorrect preparation of a Deposit Bag or deposit details by you.

### 9.3 Unsealed/tampered with Deposit Bags

If we receive a Deposit Bag which is not properly sealed or has been tampered with, we may refuse to accept it. We may:

- count the contents and credit your nominated Account for that amount and notify you if this amount is different to the amount specified on the Deposit Bag; or
- notify you, in which case you can collect the Deposit Bag from the branch where it was deposited.

### 9.4 Agent

You agree and consent to us authorising an agent to perform for us any one or more of the tasks involved in:

- collecting, accessing and perusing your information and checking and verifying the contents of any Deposit Bag in order to process each deposit made by you; and
- generally administering your deposits in accordance with these General Terms.

## 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 all applicable Terms.

*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. We are no longer issuing or accepting cheques.

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, partnerships and limited partnerships**

If, in connection with any Services, any person is acting as a trustee, partner or general partner for the Customer, each such person promises that (without our prior written consent) there will be:

- no change to the trustees, partners or general partner;
- no change to the terms of the relevant trust, partnership or limited partnership;
- no vesting or final distribution of the assets or capital or the trust, partnership or limited partnership; and
- no winding-up, dissolution or terminating event of the trust, partnership or limited partnership.

In enforcing any obligations under any Terms against a trustee, partner or limited partnership, we may have full recourse to the assets of the relevant trust, partnership or limited partnership (as applicable). For this purpose, we will be subrogated to the right of indemnity of each trustee, partner or general partner (whether from the trust, partnership or limited partnership assets or otherwise) and you promise that there will be no restriction on any such right of indemnity. Subject to clause 11.3 of these General Terms, each trustee, partner or general partner also has unlimited personal liability, jointly and severally with each other trustee, partner or general partner (as applicable), to us under any Terms.

## **10.3 Independent trustees**

If, in connection with any Services, any person is an independent trustee, that independent trustee will have no personal liability to us under any Terms except in respect of any loss or cost that we incur as a result of:

- that independent trustee being unable to recover (in whole or in part)

from the trust assets because that independent trustee has acted without power or improperly in relation to the trust;

- any statement made by that independent trustee in a trustee's certificate (or any similar certificate, promise or statement) being misleading or untrue in a material respect when made; or

fraud, negligence or wilful default on the part of that independent trustee (including, for the avoidance of doubt, any fraud, negligence or wilful default on the part of that independent trustee that results in a breach of any promise in clause 11.2 above), and in each such case, that independent trustee will have unlimited personal liability.

#### **10.4 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 (for instance, an executor or administrator of an estate, or an unincorporated society).

### **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 may close your Account and withdraw any Services we provide to you at any time. We will not normally close your Account or withdraw any Services unless we have given you at least 14 days' advance notice. However, we may close your Account or withdraw any Services without advance notice if we consider we have a good reason to do so. 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; or
- we determine that, as a result of our

Regulatory Compliance obligations, we are no longer reasonably able to keep your Account open or continue to provide any Services.

#### **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 an Authorised Person) in accordance with any Terms;

- us acting on any instructions that we receive and that we reasonably believe to be from you (or an Authorised Person) in accordance with any Terms;
- your misuse of our online services; 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 any 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 from you of unauthorised use of your Account, 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.

### **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, or inability to use, our online services, the Deposit Bags, 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 any Terms (including acting, declining to act, or delaying acting, on any instructions in accordance with any Terms);
- any discrepancy between our count and your count of the contents of the Deposit Bag;
- any loss or theft from or of a Deposit Bag other than to the extent that you have received an acknowledgement of receipt from us;
- any loss or theft from or of a Deposit Bag other than to the extent that fraud, negligence or recklessness of us or our employees caused or contributed to the loss or theft;
- 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 other instructions;

- any delay in transferring funds to or from your Account; or
- the closure or suspension of any Account or the provision of Services.

## **13. Privacy and information sharing**

### **13.1 Our Privacy Statement**

By using any Services, you (if you are an individual) consent to the collection, use, disclosure, storage and processing of your information in accordance with the Privacy Act 2020 and our privacy statement (which is available on the Website). We can change our privacy statement from time to time in accordance with its terms.

Clauses 14.2 to 14.6 summarise some important information from the Privacy Statement as at the date of this Agreement.

### **13.2 What information we collect about you**

We collect various types of personal information about you and the Guarantor (if an individual), which may include that Relevant Party's name, age, gender, address, contact details (including phone numbers and email addresses), image, biometric data and financial information, including payment information. If the information we request from or about a Relevant Party is not provided, we may not be able to provide the requested services.

### **13.3 How we collect information about you**

We collect information about you when you interact with us, including when you:

- (a) apply for a loan (or commence the process for applying for a loan), including when you provide personal information when completing this Agreement;
- (b) visit our website;
- (c) contact us with queries or feedback; and
- (d) subscribe to receive marketing communications from us.

You also authorise us to collect information about you from third parties including credit reporting agencies, your present or former creditors and insurance companies, identification service providers, your referees,

government agencies, and your past and present employers and business partners. We may do this to confirm your identity, verify your current credit obligations, help us assess your ability to meet repayment obligations and make credit decisions, and to provide you with quotations for the cost of credit.

#### **13.4 Your rights to request access to and correction of your information**

If you are an individual, you have the right to access and request correction of information we hold about you. You can do so by contacting us.

#### **13.5 What we can do with your information**

Subject to any update to our privacy statement in accordance with clause 14.1 (which applies if you are an individual), information that we collect, or that is provided to us, about you may be used by us for the following purposes:

- consider your application for an Account or any other Service (and any future application involving you) including to establish and verify your identity and to assess your creditworthiness and financial position from time to time;
- carry out our business functions and activities;
- collect amounts you owe us, including taking enforcement action and to notify credit reporting agencies of your repayment history and account details;
- exercise our rights and fulfil our obligations under any Terms and any other agreement with you;
- exercise our rights and fulfil our obligations for the purposes of Regulatory Compliance;
- generally administer and monitor Services provided to you (or any related entity); and
- provide information about our other Services, or the services of selected third parties in which we think you may have an interest, including by post, telephone and electronic message – **you can opt out of receiving information about our other**

**services and/or the services of selected third parties by telling us in writing.**

#### **13.6 Who we can share your information with**

Subject to any update to our privacy statement in accordance with clause 14.1 (which applies if you are an individual), you agree that we can share any information we get with:

- our related companies;
- existing and potential business partners;
- identity verification agencies;
- credit reporting agencies – credit reporting agencies may retain information about you (including default information) and use it to provide their credit reporting services;
- third parties for the purposes of fraud prevention, identity verification, and any other purposes relevant to those purposes – those third parties may retain information and use it for identity verification and fraud detection purposes;
- the New Zealand Transport Agency's 'Driver Check' service;
- insurers;
- any person providing us with guarantees or security for any Service;
- anyone to whom we consider assigning or transferring any or all of our rights or obligations;
- anyone that we engage with about selling all or part of our business and anyone else involved in the funding process;
- anyone providing credit or funding support to all or any part of our business;
- government agencies and regulators, or anyone else that we are required to share your information with for the purposes of Regulatory Compliance;
- 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;
- referees; and

- debt recovery agencies.

## 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](mailto:complaints@heartland.co.nz) or call us on 0508 432 785 and ask to speak with a member of the Customer Services 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 25327, Featherstone Street, Wellington 6146

**Phone** 0800 805 950 / +64 4 915 0400

**Email** [help@bankomb.org.nz](mailto:help@bankomb.org.nz)

## 15. General

### 15.1 Change of details

You agree to give us at least 14 days' advance notice of:

- any changes to your name, ownership, Authorised Persons or contact details;
- 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 Communications

- You must give notices and other formal communications to us in writing, which may be by means of an electronic message, using the details provided by

us.

- We must give notices and other formal communications to you in writing, which may be by means of an electronic message, using the details provided by you or any other details we reasonably believe to be your details. In some circumstances, we may instead communicate with you indirectly through the Website, our branches, the internet or the media, or otherwise as we see fit and permitted by applicable law.
- Notices and other communications given in writing will be deemed to have been received by the addressee:
  - (a) if delivered personally, at the time of service;
  - (b) if sent by post, on the fourth business day after being posted by prepaid postage; or
  - (c) if sent by electronic message, on the second business day after sending.
- The conditions relating to sending and receiving information in electronic form are those in the Contract and Commercial Law Act 2017, Part 4 (and any other applicable law from time to time). Where you have given us an electronic message address, you consent (unless otherwise requested in writing) to receiving information (including, but not limited to, information required by law) in electronic form, by means of an electronic communication, and signed by means of an electronic signature. This may include receiving electronic messages allowing access to statements from a website or by means of the internet.

### 15.3 Assignment by you

You cannot assign, transfer, mortgage or grant a security interest in respect of your rights or obligations under any 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 any of our rights or

transfer any of our obligations under any Terms without your specific consent, and each of our assignees and transferees has the same rights against you under the Terms as if it were named in the 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 any Terms.

#### 15.6 When any Term does not legally “work”

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

#### 15.7 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.

#### 15.8 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)

**Authorised Person** means any person whose name or position you notify to us as being authorised to act on your behalf, and any other person we reasonably believe to be a person authorised by you

**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

**Deposit Bag** means the deposit bag issued by us for the purposes of the service available to certain customers to allow them to make unaccompanied deposits in accordance with these General Terms

**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

**law** and **legal requirements** means any law, regulation, rule, official directive, order, request, guideline or consent (whether or not having the force of law) of any governmental body or regulatory authority and, if not having the force of law, with which responsible entities in the position of the relevant party would normally comply

**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; and
- your login/user name and password for our online services

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

**Regulatory Compliance** means the

requirements for us to comply with all applicable laws, including those relating to money laundering, terrorist financing, bribery, corruption, tax evasion, fraud or similar, and manage all economic and trade sanction risks

**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** means 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 General 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.