

Heartland Online Services Terms of Use

Acceptance of terms

By using any Online Services, you agree to be bound by these terms of use, as well as our Account and Service General Terms and Conditions and any other terms applying to a relevant account or service.

Security

Online Services are provided through a secure website. However, you acknowledge and agree that Online Services are never entirely secure or private, and that any message or information you send to or through any website may be read or intercepted by others, even where the website is stated as being secure. If at any time you have any concerns regarding the security of Online Services, please contact us immediately.

As an added security measure, a passcode will be required for certain transactions through Online Services.

If you wish to make a payment via the 'Pay Someone' or 'Pay Multiple Payees' payment option then a passcode will be generated and sent to the mobile number you have registered with us. That passcode will then need to be entered before the transaction is processed.

The passcode is a unique code which will be texted to your mobile number and is only valid for 5 minutes after it has been sent to you. If you have not registered a mobile number with us then you won't be able to use the 'Pay Someone' or 'Pay Multiple Payees' payment options via the Online Services.

Please ensure that we always have your current mobile number (please contact us if you wish to update your mobile number).

Your responsibilities

You are responsible for taking reasonable and appropriate steps to help maintain the security of your information, and protect your electronic device from corruption or damage, when using Online Services. You must ensure that:

- a your internet browser and electronic device are capable of supporting the encryption and other technical requirements of Online Services (as updated by us from time to time);
- b you establish and maintain (i.e. keep up-to-date) appropriate antivirus and other security software on your electronic device;
- c you do not open attachments or run software from untrusted or unknown sources;
- d you take any other reasonable steps necessary to protect your electronic device from being affected by viruses or anything else likely to corrupt or compromise your data;
- e you keep your password for Online Services secure at all times (including in accordance with our Account and Service General Terms and Conditions), and you do not allow it to be 'saved' by your electronic device;
- f you do not leave your electronic device unattended when logged on to Online Services, and you always use the 'log off' button when you have finished using Online Services;
- g you do not use untrusted or shared electronic devices when accessing Online Services, such as computers at internet cafes;
- h you do not knowingly use an electronic device that contains software that has the ability to compromise passwords and/or data (such as spyware);
- i you notify us immediately if the mobile phone you have registered with us to receive the passcode is stolen;

- j you notify us immediately if you become aware of any unauthorised use of Online Services; and
- k you provide any relevant information, documents and attachments in the format and to the standards required by us for each transaction.

Availability

We do not guarantee that Online Services will always be available and, if available, be able to correctly process and effect your transaction.

If for any reason Online Services are unavailable or are not processing correctly, you agree that you are responsible for using other means of effecting transactions.

Our liability

To the maximum extent permitted by applicable law, we are not liable to you for any loss, harm or damage resulting from:

- a your failure to comply with these terms of use (and any other applicable terms);
- b us acting in accordance with these terms of use or our Account and Services General Terms and Conditions (and any other applicable terms);
- c anything that is caused by a matter outside our reasonable control (including the interception or hacking of data by unauthorised third parties);
- d any faults, viruses, interruptions or delays affecting Online Services; or
- e any unauthorised transaction made using Online Services where you have contributed to the loss,

except (in each case) any loss, harm or damage arising as a direct result of our fraud or negligence.

Cancellation

You may cancel any Online Services at any time by contacting us.

Other things you should know

The use of Online Services may incur fees. Any applicable fee is set out in our Account and Service Fee Guide, which is available on our website.

We can change these terms of use from time to time at our sole discretion. We will give notice of any changes directly or indirectly by means of an electronic message, through our website, through our branches, through the internet, through the media, or otherwise as we see fit and permitted by applicable law.

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

In these terms

We, us and **our** means Heartland Bank Limited and any of its related companies, and anyone who legally takes over any such company's responsibilities or rights (or both).

Online Services means the online deposit, accounts and credit management services provided by us to you in connection with the accounts and products you have with us, to which these terms of use apply.