

# BusinessBank application form

BUSINESS BANK  BUSINESS BANK PLUS

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## Account holder details

Title of Business \_\_\_\_\_

Address of Business \_\_\_\_\_

Postal address (IF DIFFERS FROM ABOVE ADDRESS) \_\_\_\_\_

Email \_\_\_\_\_

Contact phone ( ) \_\_\_\_\_

Contact fax ( ) \_\_\_\_\_

No

(BY PROVIDING YOUR EMAIL ADDRESS YOU ARE AGREEING TO RECEIVE ELECTRONIC INFORMATION AND UPDATES FROM TSB BANK. IF YOU DO NOT WANT TO RECEIVE THIS INFORMATION, PLEASE TICK THE 'NO' BOX ABOVE)

## Sole Proprietor/Partner/Director details

PLEASE TICK ONE BOX Mr  Mrs  Miss  Ms  Other

First name(s) in full \_\_\_\_\_

Surname \_\_\_\_\_

Date of birth / / \_\_\_\_\_

Daytime phone ( ) \_\_\_\_\_

Email \_\_\_\_\_

PLEASE TICK ONE BOX Mr  Mrs  Miss  Ms  Other

First name(s) in full \_\_\_\_\_

Surname \_\_\_\_\_

Date of birth / / \_\_\_\_\_

Daytime phone ( ) \_\_\_\_\_

Email \_\_\_\_\_

PLEASE TICK ONE BOX Mr  Mrs  Miss  Ms  Other

First name(s) in full \_\_\_\_\_

Surname \_\_\_\_\_

Date of birth / / \_\_\_\_\_

Daytime phone ( ) \_\_\_\_\_

Email \_\_\_\_\_

## Designated Administrator details

PLEASE TICK ONE BOX Mr  Mrs  Miss  Ms  Other

First name(s) in full \_\_\_\_\_

Surname \_\_\_\_\_

Email \_\_\_\_\_

Date of birth / / \_\_\_\_\_

Daytime phone ( ) \_\_\_\_\_

Mobile/After hours phone ( ) \_\_\_\_\_

## Set up details

Number of authorisers required \_\_\_\_\_

Number of TSB Bank Security Tokens required \_\_\_\_\_

- You are required to appoint and authorise a Designated Administrator to action specific transactions on BusinessBank.
- These Terms & Conditions are between TSB Bank and you the account holder (also binding your designated employees), when using the BusinessBank service.
- Enhancements to BusinessBank will be implemented from time to time and will be made available to all existing users automatically.

### The Terms and Conditions cover:

- Important information on the use of BusinessBank, password security and cancellation of the facility.
- Your rights, obligations and responsibilities once you sign up for BusinessBank.
- TSB Bank's rights, obligations and responsibilities as the provider of BusinessBank.
- Your authority to TSB Bank, to act as instructed with regard to the BusinessBank service.

Your use of BusinessBank is in accordance with the following Terms & Conditions, and the use of this Internet facility signifies both your acknowledgement and acceptance of these Terms & Conditions.

**We ask that you read the following information carefully before you use this service.**

## A. Using BusinessBank

1. BusinessBank Terms & Conditions are in addition to the Terms & Conditions relating to the use of TSB Bank's web site. ([www.tsbbank.co.nz/Info/TermsAndConditions.aspx](http://www.tsbbank.co.nz/Info/TermsAndConditions.aspx)).
2. You must access and use the BusinessBank service in the manner described in the BusinessBank User Guide, and in conjunction with these Terms & Conditions and any amendments issued by TSB Bank at any time in the future. Changes may be advised to you by varied means, including e-mail to your last known e-mail address, press advertisement, website and/or notices in our branches.
3. The Bank will provide training and assistance to the account holder in the use of the system.
4. TSB Bank reserves the right to alter any BusinessBank Term & Condition and applicable charges at any time, by giving you 14 days prior notice.

## A. Using BusinessBank continued

- The use of your security password is your authority to TSB Bank to transact business in accordance with your instructions. Authorised persons will also be issued with a TSB Bank Security Token – this will be required for some specific transactions.
- A TSB Bank Security Token provides additional security and protection for you, the account holder. As the coded number displayed by the TSB Bank Security Token is only valid for 60 seconds (and the code only used once), it means that if someone managed to obtain your BusinessBank password, they would still require your TSB Bank Security Token prior to actioning a transaction of any size. This concept is known as Two Factor Authentication – something you know (your password), and something you must have (your personalised TSB Bank Security Token).
- A TSB Bank Security Token will be replaced if broken or worn out (for free), and can be expected to last for between two and five years. Once received, the care of the TSB Bank Security Token is your responsibility.
- Anyone using your security password and/or TSB Bank Security Token will have access to your accounts, whether they are authorised by you to do so or not. TSB Bank will have no obligation or take any further steps to verify any instruction received from you or appearing to be sent by you via BusinessBank.
- The security of your security password and TSB Bank Security Token, is totally your responsibility. To the extent permitted by law, TSB Bank will not be held accountable or responsible for any claim or loss that results directly or indirectly, from any unauthorised use or misuse of your password. You will be required to compensate TSB Bank for any loss suffered by TSB Bank from any such wrongful use or misuse.
- If you believe for any reason that a security password could be known by an unauthorised person, or if you discover any unauthorised use of your account/s, you must change the password immediately and then call us on 06 968 3700 to contact your local branch, (or if after hours 0800 406 406).
- If you discover that a TSB Bank Security Token is lost, stolen or mislaid, you must notify TSB Bank immediately on 06 968 3700, (or if after hours 0800 406 406).
- Transactions processed using BusinessBank are delivered to the destination account as cleared funds, and as such, are irreversible.
- Any transactions you complete via BusinessBank are subject to these Terms & Conditions and any applicable fees and service charges that currently apply, or may apply from time to time.

## B. Password Security

- You will be provided with a user number and each Authorised Person will select a unique security 'sign on' password to enable their access to BusinessBank. Your password may not be used for any other purpose.
- This password will be your own confidential password to access BusinessBank. You must not disclose your password to anyone else including family and friends, TSB Bank staff, write it down nor store it in a file on your computer, or auto-save passwords.
- Your password must not relate to any known personal information about yourself, including but not limited to, birth dates, telephone numbers, drivers licence number or family members names, and must exclude obvious or sequential numbers such as 12345678.
- You may change your 'sign on' password at any time, but you will also be required to change your password at least every 90 days.

## C. User Liability

- You will be responsible for all losses incurred by TSB Bank, (including consequential losses suffered by third parties), if your authorised personnel have acted fraudulently, either alone or together with any other person.
- You will be liable for some or all loss arising from any unauthorised access, whether occurring before or after notification if you have caused or contributed to the loss by failing to comply with these Terms & Conditions.
- If you advise us immediately that a security password may be known by another party, or there has been unauthorised access to any of your account/s, you will not be held responsible after that time, unless you have acted fraudulently or negligently. You will be liable to pay no more than \$50.00 of any loss that occurs prior to your notification to us.
- If you have acted negligently or fraudulently, your maximum liability will be:
  - The actual loss at the time of notification, or
  - The balances available for withdrawal from your account/s, including any credit facility, between the time the unauthorised access was made and the time you notified us.
- You will be required to provide all available information of any actual or possible password disclosure or unauthorised use of your computer. In addition, you agree to assist TSB Bank to recover unauthorised amounts withdrawn or paid from any of your account/s or otherwise transferred to or from any other account/s.

## D. Negligence

- Negligence is defined as (but not limited to):
  - Failing to reasonably safeguard any access device, or your security password by writing it down or saving it in an electronic form.
  - Keeping your security password in a form that can be readily identified as an internet password.
  - You have selected an unsuitable security password.
  - You have disclosed your password to any other person.
  - You have unreasonably delayed notifying us that your security password has been disclosed, either accidentally or intentionally or that an unauthorised transaction has occurred.
  - You have failed to take all reasonable steps to prevent disclosure to any other person when entering your security password.
  - You have used a computer or device that does not have the recommended protective software and operating system installed and you have no reason to believe that such software is installed and up to date.

## E. TSB Bank's Liability

- To the extent permitted by law, TSB Bank will not be responsible for any direct or indirect loss or damage resulting from your use or inability to access the BusinessBank service at any time, or any failure or delay in providing service via the internet, or for any strike or dispute, or for any circumstances beyond its control.
- To the extent permitted by law, TSB Bank will not be responsible for costs, losses or any other liabilities resulting from faults in, or a malfunction of, any equipment (including telecommunications equipment) which supports our BusinessBank service, regardless of whether that equipment is TSB Bank's or used by us to provide these services.
- TSB Bank will be liable for any direct or indirect loss or damage, which results from fraudulent or negligent conduct by our employees or agents.

## F. Accessible Accounts

- BusinessBank is only available for the nominated accounts nominated by you. Your Designated Administrator can add further nominated accounts (as required) or change those accounts that are nominated accounts. TSB Bank reserves the right to specify which accounts can be nominated accounts, to vary the accounts available for nomination and to restrict access to nominated accounts.
- An authority signed by each nominated account holder must be provided to TSB Bank by the BusinessBank User confirming access to the nominated account holder's account(s) prior to TSB Bank providing that access.

## G. Authorised Persons

- BusinessBank is structured so that there are different levels of authorised persons who are authorised to act on your behalf:
  - Authorised Signatories

Authorised signatories are appointed and authorised by you in accordance with your account mandate to:

    - Sign any form, declaration or other documentation and give instructions to TSB Bank in respect of BusinessBank; and
    - Grant a Designated Administrator and User(s) access via BusinessBank to operate your account/s and remove the Designated Administrator and User(s) access as may be required from time to time.
  - Designated Administrator

A Designated Administrator is appointed for each organisation, by the signatories authorised to operate the account/s.

The Designated Administrator will be issued a User ID and a TSB Bank Security Token to access BusinessBank and authorise transactions. The Designated Administrator has complete access to your account/s and is authorised to:

    - Use all functions on the account/s via BusinessBank including the ability to authorise and pay funds;
    - Add, modify and delete other users within their organisation;
    - Determine what visibility and capability each of their users have.
- Users

Your Designated Administrator appoints Users and each User will be issued a User ID, and, if a User is authorised to action transactions, a TSB Bank Security Token to access BusinessBank. Your Designated Administrator will also designate Users, with permission to access and use certain assigned functions on your account/s via BusinessBank.

## H. Relevant Information

1. It is your responsibility to ensure sufficient cleared funds are in your account to enable all payments, transfers and schedules to be processed (including funds to cover any applicable payment service charge), at the time actioned.
2. TSB Bank will process and complete all payments, transfers and schedules properly initiated in accordance with these Terms and Conditions. All payments will be credited to the account number you have provided, as cleared funds.
3. All internal transfers are processed real time, and a payment cannot be stopped, reversed, cancelled or altered once actioned.
4. Under these Terms & Conditions, TSB Bank is not required (and is unable) to check that the information you have provided, corresponds with the account, payee or bank details that you have entered. The Bank is not responsible for any inaccuracy in your instructions.
5. If an "incorrect" account number (third party) exists in the recipient bank, it is your responsibility to contact TSB Bank to attempt to retrieve the funds. Payment to an incorrect account number can only be recovered if the owner of that account approves of the reversal.
6. A payment, once made, is irrevocable, and cannot be stopped or cancelled.  
In exceptional circumstances however, you may request a payment recovery in writing (within 24 hours of the payment error), but there is no guarantee that this recovery request will be successful. Any expense incurred by TSB Bank in attempting a payment recovery (whether successful or not), will be recoverable from any of your accounts with TSB Bank.
7. You cannot cancel or change a transfer once it has been processed. Post-dated schedules can be cancelled but not changed before the schedule is processed.
8. The Bank will act on any instruction authorised by a TSB Bank Security Token, whether or not the instructions have been correctly authorised.
9. TSB Bank reserves the right to process payments, transfers and schedules in any order it wishes, and will not become involved in any dispute between you and any third party.
10. Funds may not be processed from your account if:
  - (a) There are insufficient clear funds (including any applicable payment service charge) available.
  - (b) There is a technical failure that prevented the Bank from actioning your request.
11. You will not be able to access funds from cheque deposits until the cheque/s is/are cleared.
12. Payments are irreversible and TSB Bank, (other than in circumstances where the payment is made due to a mistake on our part) will not undertake payment recovery.
13. You will be able to obtain up to date transaction information. EFTPOS, ATM, automatic payments, direct debits, direct credits and charges will be included in any balance information accessed, displaying as much detail as possible. Any inquiry with regard to transactions should be referred to the branch of domicile.

## I. Direct Debit Initiator

1. Substantial organisations can apply to TSB Bank to become a Direct Debit Initiator. Gaining this capability allows organisations to generate electronic Direct Debits to their clients/customers/members accounts for the purposes of obtaining payment for goods, services and memberships etc.

## J. Direct Debits

1. You must enter into a signed Agreement (which relates to the Terms & Conditions for the Direct Debit System) with TSB Bank, prior to initiating Direct Debit transactions via BusinessBank.

This applies to all Direct Debit transactions effected via BusinessBank.

## K. Fees

1. When you use BusinessBank to make certain transactions or changes you will be charged fees. We may also charge you an establishment fee and a monthly access fee. You authorise us to debit your nominated account with these fees and any Government taxes or other applicable charges, even if

this overdraws your account. The fees may be varied from time to time, but not without providing organisations with 14 days prior notice of any impending change. Details of our current fees are available at [www.tsbbank.co.nz](http://www.tsbbank.co.nz).

## L. Service Times

1. The times the System will be available are 6am to 10pm seven days a week, provided however the Bank may perform maintenance from time to time during the stated periods. Notwithstanding the above every effort will be made to provide system availability on a seven day by twenty four hour basis.

## M. Equipment and Security

1. You are responsible for the operation of your computer's systems, modem and telecommunications links from your system.
2. You are required to take responsibility for your computer's security precautions to prevent unauthorised use of and access to TSB Bank banking services and to protect your personal information and accounts. You are required to take steps to ensure that the protective systems applicable to your computer or device, such as virus scanning, firewall, anti-spyware, operating system and anti-spam software on your computer are effective, and up to date.
3. Approval (or acceptance) of this application by TSB Bank will provide the account holder with access to TSB Bank's Client Web Based Server.

## N. Cancellation of Services

1. You may request that we cancel your BusinessBank service at any time. To do this you must give us 14 days prior notice in writing. You will remain responsible for any transactions made on your accounts, until the time of cancellation.
2. TSB Bank reserves the right to cancel or suspend your BusinessBank service, by giving 14 days notice in writing. We can however, cancel or suspend this service without prior notice for the following reasons: death, bankruptcy, breaches of any of the Terms & Conditions, or any other grounds deemed appropriate or reasonable by TSB Bank.

## O. Customer Indemnity

1. You agree to indemnify TSB Bank against all losses, costs or damage suffered by us, our customers or a third party, or for any actions or claims brought against us by customers or third parties which result either from your misuse of the BusinessBank service, or your failure to take all reasonable steps to prevent unauthorised use of the BusinessBank service.
2. You also acknowledge that any unauthorised reproduction of any proprietary information contained in the BusinessBank service may result in legal action being taken.

## P. Verification Clause

1. In consideration of the Bank providing banking services to me/us, I/we agree to check bank statements for the account, to ensure that the entries recorded in those statements are correct. I/We agree to notify the Bank in writing within 60 days from the date of the bank statement sent to us, of any incorrect entry in the bank statement. Failing to notify the Bank in this matter shall to the fullest extent permitted by law:
  - (a) Be deemed to be in acceptance by me/us that the balance in the account and all transactions recorded in the bank statements are true, lawful and correct.
  - (b) Provide the Bank with a full defence against any action taken by me/us for any claims of any nature including claims for breach of contract, negligence, wrongful debiting of funds or any other tort, equitable remedy or any other cause of action whatsoever brought against the Bank in respect of the account of any transaction recorded in the bank statement.

## Q. Declaration

1. I/We agree to comply with the BusinessBank Terms & Conditions for operating accounts together with the verification clause, which I/we confirm I/we have read and understood.
2. TSB Bank will endeavour to effect BusinessBank payment authorities without any responsibility or liability for any refusal or omission to make all or any of the payments, or for any omission to follow any such instructions. Further, TSB Bank accepts no responsibility or liability for the accuracy of the information contained in the payment information fields of the payment authorities, or for failure to transmit such information in the manner requested.
3. TSB Bank may in its absolute discretion determine the order of priority of payments of any monies pursuant to this or any other authority withdrawal or cheque which you may now or hereafter give to the Bank or draw from your account.
4. Either the Bank or the payee may terminate the BusinessBank service at any time.
5. This order will remain in force and effect in respect of all payments made in good faith notwithstanding my/our death or bankruptcy or any such other revocation of this order until the notice of my/our death, bankruptcy or such revocation is received by the Bank.
6. In the event of any payment not being provided for on due date, the Bank need not be concerned any further with payment for that period, as thereafter, it will then become my/our responsibility.
7. TSB Bank is authorised to advise payees of my/our recorded address if requested by the payees in respect of payments to these payees.
8. All current Bank charges for the service, in force from time to time, are to be debited to my/our account.
9. I/we shall select the appropriate BusinessBank security passwords as noted in Section B. I/We shall comply with the confidentiality as quoted in Section B.

## R. Confirmation of Capacity and Authorisation

The account holder(s) confirm that the signatures appended below are authorised signatories of the account. I/We confirm that I/we have read and understood the Terms & Conditions of BusinessBank, and agree to abide by those Terms & Conditions contained therein.

Sole Proprietor/Partner/Director Signature

Date / /

Partner/Director Signature

Date / /

Partner/Director Signature

Date / /

## S. Confirmation of Authorisation

The above signatures confirm and authorise deductions to be withdrawn from the account number listed below during the actioning of instructions from our organisation to TSB Bank, relating to the BusinessBank service.

**Account number to be used for deductions:**

1	5	3	9																
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### Office use only

Method of identification

Authorised Bank signatory

Staff number

Bank Stamp