

HomeBank application form

HOMEBANK INTERNET HOMEBANK PHONE

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Your personal details

PLEASE TICK ONE BOX Mr Mrs Miss Ms Other

Date of birth / /

First name(s) in full Daytime phone ()

Surname Email

PLEASE TICK ONE BOX Mr Mrs Miss Ms Other

Date of birth / /

First name(s) in full Daytime phone ()

Surname Email

This application form outlines the following Terms and Conditions:

- Important information on the use of HomeBank services (both internet and phone banking), password security and cancellation of the facility.
- Your rights, obligations and responsibilities once you sign up for HomeBank.
- TSB Bank's rights, obligations and responsibilities as the provider of HomeBank.
- Your authority to TSB Bank to act as instructed with regard to HomeBank.

Your use of HomeBank is in accordance with the following Terms and Conditions and use of the internet and/or phone banking facility signifies both your acknowledgement and acceptance of these Terms and Conditions. We ask that you read these carefully before you use this service. The following Terms and Conditions are in addition to those that already apply to TSB Bank accounts that you may have nominated to access via phone banking. You must access HomeBank as described in these Terms and Conditions and in any amendments issued by TSB Bank at any time in the future. Changes may be advised to you by varied means, including email to your last known email address, press advertisement, website and/or notices in our branches. TSB Bank reserves the right to alter any applicable charges and Terms and Conditions at any time giving you 14 days notice.

1. Password Security

1. To access HomeBank by telephone, you will require a touch-tone telephone. You will be required to enter the last 10 digits of your Cashflow card number, then press the hash key once this is complete. You will then be required to enter a telephone ID of between 5 and 16 digits then press the hash key again. You can now access the HomeBank Phone option.
2. You will be provided with or you will select a unique security password to enable you to access the HomeBank Internet option. Your password may not be used for any other purpose.
3. Both passwords will be your own confidential passwords to access the HomeBank service. You must not disclose your passwords to anyone else including family, friends, or TSB Bank staff, nor write them down nor store them in a file on your computer, or autosave passwords.
4. Your passwords must not relate to any known personal information about yourself, including but, not limited to, birthdates, telephone numbers, drivers licence number or family members names, and must exclude obvious or sequential numbers such as 12345678.
5. You may change your security password at any time. You will be required to change your password at least every 90 days.
6. You may change your telephone ID at any time by pressing '6' for options then '1' to key in your new code. You will not be prompted to do so by TSB Bank.
7. TSB Bank will never phone or email you requesting to confirm or disclose your password or security information.

2. Using HomeBank Banking Services

1. Any transactions you complete via HomeBank are subject to TSB Bank's Terms and Conditions and any applicable fees and service charges that currently apply, or may apply from time to time.
2. The use of your unique telephone ID and/or security password is your authority to TSB Bank to transact business in accordance with your instructions.
3. The security of your telephone ID and security password is totally your responsibility. To the extent permitted by law, TSB Bank will not be held accountable nor responsible for any claim or loss that results directly or indirectly, from any unauthorised use or misuse of your telephone ID/security password. You will be required to compensate TSB Bank for any loss suffered by TSB Bank from any such wrongful use or misuse.
4. Anyone using your telephone ID/security password 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 internet banking.
5. If you believe for any reason that your telephone ID or security password could be known by someone else, or if you discover any unauthorised use of your account/s, you must change your passwords immediately and then call us on +64 6 968 3700 or contact your local branch.

3. User Liability

1. You will be responsible for all losses incurred, including consequential losses suffered by third parties, if you act fraudulently, either alone or together with any other person.
2. You may 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 and Conditions.
3. If you advise us immediately that your telephone ID and/or 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 of any loss that occurs prior to your notification to us.
4. If you have acted negligently or fraudulently, your maximum liability will be:
 - (a) the actual loss at the time of notification, or
 - (b) 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.
5. 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.
6. TSB Bank reserves the right to request access to your computer or device in order to verify that you have taken all reasonable steps to protect your computer or device and safeguard your information. If you refuse TSB Bank's request for access, then TSB Bank may refuse any claim you have.

4. Negligence

Negligence is defined as, but not limited to:

1. Failing to reasonably safeguard any access device, or your telephone ID/security password by writing them down or saving them in an electronic form.
2. Keeping your security password in a form that can be readily identified as an internet password.
3. You have selected an unsuitable telephone ID and/or security password.
4. You have disclosed either password to any other person.
5. You have unreasonably delayed notifying us that your telephone ID and/or security password has been disclosed, either accidentally or intentionally or that an unauthorised transaction has occurred.
6. You have failed to take all reasonable steps to prevent disclosure to any other person when entering your telephone ID and/or security password.
7. 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.
8. Leaving your computer unattended when logged on to TSB Bank HomeBank Internet, or using shared computers (like those in internet cafes) to access HomeBank Internet.

5. TSB Bank's liability

1. 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 TSB Bank's HomeBank service at any time, or any failure or delay in providing service via the internet or phone.
2. 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 their HomeBank service, regardless of whether that equipment is TSB Bank's or used by us to provide these services.
3. TSB Bank will be liable for any direct or indirect loss or damage which results from fraudulent or negligent conduct by its employees or agents.
4. TSB Bank will take appropriate measures to ensure that their internet banking systems and technology are secure and are regularly reviewed and updated for this purpose.
5. If you incur a direct loss that is due to a security breach of TSB Bank's HomeBank Internet banking system, as a result of TSB Bank's failure to take reasonable care and is not caused or contributed to by you, TSB Bank will reimburse you for that loss.

6. Accessible accounts

1. Any account/s in your name where you are the sole signatory.
2. Account/s held jointly, where one signature is required and you are one of the signatories authorised to operate the account/s.
3. Business account/s where one signature is required and you are one of the signatories authorised to operate the account/s.

7. Transaction information

1. TSB Bank will process and complete all payments and transfers properly initiated in accordance with these Terms and Conditions.
2. All internal transfers are processed real time.
3. It is your responsibility to ensure sufficient funds are in your accounts to enable all transactions, transfers and payments to be made.
4. You will be able to obtain up to date transaction information. EFTPOS, ATM, autopayments, direct debits, direct credits and charges will be included in any balance information accessed, with as much detail as possible. Any enquiries regarding transactions should be referred to your branch of domicile.
5. You will not be able to access funds from cheque deposits until the cheque/s is/are cleared.

8. Equipment and security

You are responsible for access to a computer with a suitable modem and Internet Explorer or Netscape browser software, to use the HomeBank Internet option, or a touch-tone telephone for the HomeBank Phone option. 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. Such measures must include installing and keeping up to date the following - operating software, firewall, anti-virus and anti-spyware software, and not opening attachments or running software from untrusted or unknown sources.

9. Cancellation of services

1. You can cancel your HomeBank services by either phoning, visiting or writing to your branch. 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 HomeBank services, upon reasonable notice.
- TSB Bank can cancel or suspend these services without prior notice for the following reasons: death, bankruptcy, breaches of any of the Terms and Conditions or any other grounds deemed appropriate or reasonable by TSB Bank.

10. 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 TSB Bank HomeBank services, or failure to take all reasonable steps to prevent unauthorised use of HomeBank services.
2. You also acknowledge that any unauthorised reproduction of any proprietary information contained in TSB Bank's HomeBank services, may result in legal action taken.

11. Verification Clause

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.

12. Declaration

I/We agree to comply with the standard Terms and Conditions for operating accounts and all Terms and Conditions relating to the HomeBank services and the Verification Clause which I/we confirm I/we have read and understood.

1. TSB Bank will endeavour to effect HomeBank 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 HomeBank authorities, or for failure to transmit such information in the manner requested.
2. 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.
3. HomeBank payments may be terminated at any time without notice to you, by the Bank or the Payee.
4. 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 other revocation of this order until the notice of my/our death, bankruptcy or such revocation is received by the Bank.
5. 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, which will then become my/our responsibility.
6. TSB Bank is authorised to advise payees of my/our recorded address if requested by the payees in respect of payments to these payees.
7. All current Bank charges for the service, in force from time to time, are to be debited to my/our account.
8. I/We shall select the appropriate HomeBank 5-16 digit security passwords as noted in Section 1. I/We shall comply with the confidentiality as quoted in Section 1.

Applicant's signature

Applicant's signature

Date / /

Office use only

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Method of identification

Authorised Bank signatory

Staff number

Bank Stamp