

HomeBank/Personal Payee application form

HOME BANK INTERNET HOME BANK PHONE PERSONAL PAYEE

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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

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)

PLEASE TICK ONE BOX Mr Mrs Miss Ms Other

Date of birth / /

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No

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This application form outlines the following Terms and Conditions:

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

Your use of HomeBank and/or Personal Payee Service 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 by giving you 14 days prior 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 eight 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 five and 16 digits then press the hash key again. You can now access the HomeBank Phone option.
2. To access HomeBank Internet, you will initially be provided with a unique 10 digit ('one off') access password. You must then select and enter your own unique security password, before you can proceed to use HomeBank Internet. **Your unique password must be a minimum of eight digits (and no more than 16, no spaces), and must contain at least one digit, and one character.** For any subsequent 'Login' to the internet, please enter your TSB Bank Cashflow card number (in full, or last eight digits, no spaces) or, TSB Bank Visa card number (in full, no spaces) and your security password.
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. Using Personal Payee Services

1. At the time of registering for Personal Payee, an applicant must indicate whether the service is to operate within TSB Bank set restrictions, or, whether to have extended limits with a TSB Bank Security Token (security token).
2. To qualify for an extended limit with fewer restrictions, a customer must apply for and have issued to them, a security token.
3. A security token provides additional security and protection for you, the customer. As the coded number displayed by the token is only valid for 60 seconds (and the code only used once), it means that if someone managed to obtain your Cashflow or VISA Card number together with your HomeBank password, they would still require your 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 security token).
4. The security token will be delivered by Courier, and must be signed for.
5. There is a ONE-TIME charge of \$25.00 for a token, and it 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 token is your responsibility.
6. If you discover that your security token has been lost, stolen or mislaid, you must notify your local TSB Bank branch immediately, or if after hours on 0800 406 406.

3. Using Personal Payee Services - continued

- Customers can disable their Personal Payees service at any time. Customers with a security token can re-enable themselves via the HomeBank web site (using their token), however customers without a security token will be required to have TSB Bank staff re-enable the service, after verification of identity.
- Payments processed using Personal Payees are delivered to the destination account as 'cleared funds'.
- Personal Payee payments can be scheduled up to 90 days in advance, and multiple payments can be set up to the same destination account.
- Any transactions you complete via Personal Payees are subject to any payment service charges that currently apply, or may apply from time to time.

4. Set Restrictions without a TSB Bank Security Token

- A maximum payment to any one Personal Payee on any one due date cannot exceed \$5,000
- The total of all Personal Payee payments on any one due date cannot exceed \$5,000.

5. Extended Limits with the use of a TSB Bank Security Token

- No single payment to any one Personal Payee can exceed \$30,000.
- Any payment greater than \$5,000 (but less than \$30,000) to any one Personal Payee must have security token authorisation.
- For 24 hours after a new Personal Payee has been set up, no payment over \$5,000 can be made. Payments entered for payment in the first 24 hours will have their payment date automatically advanced to the following day, and will be processed the next business day.
- There is no daily limit for payments authorised by a security token.
- The customer can set the limit (threshold) at which the security token must be used. It cannot exceed \$5,000, but can be as low as \$0. If it is set at \$0, the security token would be required to authorise every payment. The security token is not required to reduce the limit (threshold), but will be required to increase the limit (threshold), anywhere from \$0 back up to the maximum of \$5,000.

6. Summary of Capabilities

ITEM	WITHOUT TOKEN	WITH TOKEN
Maximum amount to any one Personal Payee on any one due date.	\$5,000	No limit. No single payment to any one Personal Payee can exceed \$30,000.
New payee first payment delay.	None	If over \$5,000, 24 hours.
Customer ability to set payment amount requiring token.*	None	Yes, to any value between \$0 and \$5,000 (maximum).
* Use of the token is required to change the value, when being increased.		

7. Personal Payee Transaction Information

The Bank will process your payment requests in the following manner:

- Payments from one TSB Bank account to another scheduled up to 9pm Monday to Friday will be processed on the same day. Payments scheduled after 9pm or on Saturday, Sunday or public holidays will be processed on the next day.
- Payments from TSB Bank to another bank scheduled up to 9pm Monday to Friday will be subject to overnight processing. The other bank will receive the payment on the morning of the next day.
- Payments scheduled after 9pm or on Saturday, Sunday or public holidays will be received by the other bank on the morning of the second subsequent day. For example:
 - Payment scheduled before 9pm on Monday, will be received by the other bank on Tuesday morning.
 - Payment scheduled after 9pm on Monday, will be received by the other bank on Wednesday morning.
 - Payment scheduled on Sunday, will be received by the other bank on Tuesday morning.
- Payments will only be made if the account has sufficient available funds, including funds to cover any applicable payment service charge.
- TSB Bank will process and complete all payments properly initiated in accordance with these Terms and Conditions.
- It is your responsibility to ensure sufficient cleared funds are in your account to enable all payments to be processed.

8. Relevant Information

- Upon authorising a payment with the Personal Payee service, cleared funds will be credited to the account number you have provided.
- The payment of money will only be actioned provided there is sufficient clear and available funds (including any applicable payment service charge) at the time of the requested payment.
- It is possible (as a result of an error in the account numbers that you have provided), that money is credited to an unintended third parties account. It is your complete responsibility to ensure that the account numbers that you provide are correct.
- TSB Bank is not responsible for any inaccuracy in your instructions, and under these Terms and Conditions, TSB Bank is not required (and is unable) to check that the information corresponds with the account, payee or bank details that you have entered.
- If the entered account number does not exist at the recipient bank, then the funds will be returned to TSB Bank (This may take a number of indeterminable days).
- If the "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.
- 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.
- A Personal Payee payment, once scheduled, can be cancelled prior to the time the payment is made. Once the payment is made (given sufficient funds), the payment is irrevocable.
- The Bank will act on any payment instruction when authorised by a security token, whether or not you have authorised the instruction.
- Payments that are scheduled for the future can be cancelled, changed, or rescheduled, up until the time the payment is made.
- TSB Bank reserve the right to process payments in any order it wishes, and will not become involved in any dispute between you and any third party.
- Funds may not be processed from your account if:
 - There is insufficient clear funds (including any applicable payment service charge) available.
 - There is a technical failure that prevented the Bank from actioning your request.

9. User Liability

- 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.
- 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.
- If you advise us immediately that another party may know your security password/telephone ID, or there has been unauthorised access to any of your account(s), you will not be held responsible for any loss, unless you have acted fraudulently or negligently, or have contributed to such disclosure or unauthorised access by not following the security information and advice that we provide to you; together with information on our website and in our Terms and Conditions.
- 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).
- You are required to take reasonable 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 up to date.

10. Negligence

Negligence is defined as (but not limited to):

1. Failing to reasonably safeguard any access device, or your 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 security password/telephone ID.
4. You have disclosed your password to another person.
5. You have unreasonably delayed notifying us that your security password/telephone ID 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 security password/telephone ID.
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 the HomeBank Internet Banking Service, or using shared computers like those in Internet Cafes to access HomeBank Internet.

11. 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 or Personal Payee service at any time, or any failure or delay in providing service via the Internet, phone, or for any strike or dispute, or for any circumstances beyond its control.
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 our HomeBank or Personal Payee 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 our 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.

12. 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.

13. 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. and any enquiries with regard to them 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.

14. 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.

15. Cancellation of Services

1. You can cancel your HomeBank or Personal Payee 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.

16. 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 and/or Personal Payee Services, or failure to take all reasonable steps to prevent unauthorised use of HomeBank and/or Personal Payee 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 being taken.

17. 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.

18. Declaration

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

1. TSB Bank will endeavour to effect HomeBank and/or Personal Payee payment instructions 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 and Personal Payee 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 and/or Personal Payee 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. All current Bank charges for the service, in force from time to time, are to be debited to my/our account.
7. 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.
8. I authorise TSB Bank to charge the account that the Personal Payee service operates upon for the cost of any requested security token.

I apply for:

HomeBank Phone

HomeBank Internet

Personal Payee Service with either:

(PLEASE CHOOSE ONE)

Set restrictions without a security token

or

Extended limits with the use of a security token

1. Applicants signature

Date / /

2. Applicants signature

Date / /

Office use only

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5	0	0	0	5	3														
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Method of identification and serial number of identification

Applicant 1.

Applicant 2.

Card(s) loaded by

Authorised Bank signatory

Staff number

Bank Stamp