

Changes to 「KB Auckland Branch Internet Banking Service Terms and Condition」

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<p>Article 1 (Purpose) The purpose of these Terms and Conditions for KB Global Internet Banking Service (including the mobile banking services, hereinafter referred to as the “services”) is to prescribe general matters with respect to the use of internet banking service provided by Kookmin Bank Auckland Branch (the “Bank”) between the Bank and its clients (the “Service User”).</p>	<p>Article 1 (Purpose)</p> <p>① The purpose of these Terms and Conditions for KB Global Internet Banking Service (including the mobile banking services, hereinafter referred to as the “Services”) is to prescribe general matters with respect to the use of internet banking service provided by Kookmin Bank Auckland Branch (the “Bank”) and the customer (the “User”). By using these Services, the User agrees to these Terms and Conditions and to be bound by them.</p> <p>② Other terms and conditions will also apply, such as specific account terms and conditions, the Bank’s Standard Terms and Conditions and its Privacy Policy. The Bank will provide the User copies of these documents on request.</p>
<p>Article 2 (Application of Agreements)</p> <p>① Any matter not set forth herein shall be governed by the relevant laws and regulations of New Zealand.</p> <p>② The agreements separately executed by the Bank and the Service User for provision of separate services shall prevail over these Terms and Conditions.</p> <p>③ The Bank provides User with a translation of the Korean version of these Terms and Conditions. This translation is provided for User convenience only. In the event of any conflict between the English language version and the translation version of these Terms and Conditions and to the extent permissible by applicable law, the English language version shall prevail over any translation version.</p> <p>④ User of these services shall consent to providing information by electronic means.</p>	<p>Article 2 (Application of these Terms and Conditions)</p> <p>① If a term in any agreement separately executed by the Bank and the User for the provision of separate services conflicts with these Terms and Conditions, those terms shall prevail over these Terms and Conditions.</p> <p>② The Bank has provided the User with a Korean translation of these Terms and Conditions. This translation is provided for the User’s convenience only. In the event of any conflict between the English language version and the translation version of these Terms and Conditions and to the extent permissible by applicable law, the English language version shall prevail over any translation version.</p> <p>③ The User consents to the Bank providing notices and information by electronic means.</p>

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Article 3 (Service User) The Service is for personal users, corporations, business and individual households	Article 3 (User) The Services are for personal and business Users.
Article 4 (Terms) ① The terms used in these Terms and Conditions shall be defined as follows: <ol style="list-style-type: none"> 1. “Kookmin bank”, “Bank”, “we”, “us” or “our” shall refer to KB Kookmin Bank Auckland branch. 2. “User”, “Customer”, “you”, “your” shall mean each person signed up for Services. 3. “Internet(Mobile) Banking Service” shall mean the types of Service stated in Article 5 that Bank provides to customers on the Internet(mobile). 4. “Electronic Media” shall mean electronic devices used for using services such as computer. 5. “Payer” shall mean the holder of the account from which funds are withdrawn (hereinafter, “Withdrawal Account”) through these services. 6. “Recipient” shall mean the holder of the account into which funds are deposited (hereinafter, “Deposit Account”) through these services. 7. “Means of Access” shall refer to the means or information which are necessary to make a transaction request through the services: <ol style="list-style-type: none"> (1) Electronic cards and information which the Bank provides. (2) User information, account number and pin numbers which are registered at the Bank. (3) Passwords that are needed to use (1). 8. “Transaction Request” shall mean the request by which a User asks the Bank to processing individual services. 9. “Error” shall mean that the services was not completed at a User's request for any reason excluding the User's negligence or misconduct. 10. “Transfer Services” shall mean the transactions whereby the Bank withdraws funds from a specified account and transfers them to another account opened at the same bank or another bank pursuant to a transaction request with electronic device of the Payer. 	Article 4 (Terms) ① The terms used in these Terms and Conditions shall be defined as follows: <ol style="list-style-type: none"> 1. “Automatic Transfer” shall mean a payment of a specified amount to go from the Withdrawal Account to a nominated Deposit Account which is set to occur repeatedly at a frequency specified in the User's Transaction Request. 2. “Bank” shall refer to Kookmin Bank, Auckland Branch. 3. “Biometric Authentication” shall mean the mode of accessing the Services using a person's biological traits such as fingerprint identification, facial recognition, voice voice recognition or other biometric authentication methods that Electronic Device manufacturers may provide from time to time, and to the extent the Bank allows the User to use those methods as a Means of Access to the Services 4. “Business Day” shall mean the days on which the Bank is open for normal business operation but does not include Saturday or Sunday. 5. “EASY-PIN” shall mean a Personal Identification Number that is a combination of six digits chosen by the User as a means of verifying their identity when using the Services on an Electronic Device. 6. “Electronic Device” shall mean an electronic device used for accessing and using the Services such as a computer. 7. “Error” shall mean that the Services which were not completed in accordance the User's request for any reason excluding the User's fault, breach of these Terms and Conditions, negligence or misconduct. Other than where there is an obvious Error, the Bank's records of the Services and transactions will be evidence of those transactions. 8. “FAA” shall mean the final approval given by a User, or class of Users, the Bank designates as the persons authorised to provide the final approval authority for an instruction. Some transactions are only processed when FAA has been given.

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<p>11. “Reserved Transfer” shall mean the transactions whereby a User makes a transaction request in advance designating a future date as the date on which transfer services are to take place, and Bank executes the requested transfer services on such date.</p> <p>12. “Business Day” shall mean the days on which Bank is open for normal business operation at KB Kookmin Bank Auckland Branch.</p> <p>13. “User ID” shall mean 6~12 English letters or a combination of English letters and numbers that a User register with Bank, and is needed when the User access the services.</p> <p>14. “User Password” shall mean a User’s personal identification number that is a 6 digit number or a 6~12 character combination of English letters and numbers, and is needed when the User accesses the services.</p> <p>15. “OTP” (One Time Password) shall mean an electronic device which automatically and continuously creates new single-use passwords at random.</p> <p>16. “Master” shall mean a User who has all the authorities for Internet Banking Service and give authorities to Sub Users.</p> <p>17. “Sub” shall mean a User who uses Internet Banking Service after getting authorities from Master.</p> <p>18. “Service authority” shall mean an authority to register and confirm for approvals. A Master gives it to Sub.</p> <p>19. “Electronic Approval” shall mean a whole process of registration, confirmation, and approval to complete transaction request.</p> <p>20. “FAA” shall mean the final User who has the Final Approval Authority in the Electronic Approval. A transaction is processed under FAA has been given.</p> <p>21. Any terms not defined herein shall be governed by the relevant laws and regulations of New Zealand. New terms shall be notified to Users by updating on internet and shall apply from the date of posting.</p>	<p>9. “Master” shall mean a User or a class of Users who has full access and authority to use the Services. The Master sets the Subs’ levels of access and permissions to use the Services.</p> <p>10. “Means of Access” shall refer to the means or information which are used to access the Services and/or make a Transaction Request through the Services and includes any or all of the following:</p> <p>(1) Electronic cards and information which the Bank provides from time to time;</p> <p>(2) the User’s information, account number, PIN numbers and passwords which are registered with the Bank;</p> <p>(3) Passwords that are needed to use (1); and</p> <p>(4) Biometric Authentication.</p> <p>11. “OTP” (One Time Password) shall mean a single-use password automatically generated at random to authenticate the User for a single transaction and/or login session for the Services.</p> <p>12. “Payer” shall mean the holder of the account from which funds are withdrawn (hereinafter, “Withdrawal Account”) in respect of these Services.</p> <p>13. “Recipient” shall mean the holder of the account into which funds are deposited (hereinafter, “Deposit Account”) through these Services.</p> <p>14. “Reserved Transfer” shall mean the transactions whereby the User makes a Transaction Request in advance designating a future date as the date on which Transfer Services are to take place, and the Bank executes the requested Transfer Services on such date.</p> <p>15. “Service” shall mean the types of banking services stated in Article 5 that the Bank provides to the User on the Internet by means of a software application, web application or any other means that has been created for Electronic Devices.</p> <p>16. “Sub” shall mean a User who has access and may use the Services in accordance with the access and permission levels set by the Master.</p> <p>17. “Transaction Request” shall mean the request by which the User asks the Bank to process a Service on its Electronic Device.</p>

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	<ol style="list-style-type: none"> 18. “Transfer Services” shall mean the transactions whereby the Bank withdraws funds from a specified account and transfers them to another account opened at the same bank or another bank pursuant to a Transaction Request. 19. “User ID” shall mean 6~12 English letters or a combination of English letters and numbers that the User registers with the Bank and is used when the User accesses the Services. 20. “User Password” shall mean 6~12 character combination of English letters and numbers that the User chooses and may be used to access the Services. 21. “User” shall mean each person who has signed up for the Services or a person the Bank is providing an account, product or access to the Services.
<p>Article 5 (Types of Service)</p> <p>The Services provided by the Bank shall include various kinds of services such as inquiry, transfer, account opening and closing, loan, foreign exchange, automatic payment, Contact Us and Guide. More details will be provided through the services.</p>	<p>Article 5 (Types of Service)</p> <p>The Services provided by the Bank shall include various kinds of banking services on the Internet from time to time, including without limitation, account inquiry, Transfer Services, account opening and closing, loan applications, international payments, automatic payments. More details will be provided through the relevant Service.</p>

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<p>Article 6 (Apply or Cancel for Service)</p> <p>① In principle, the Service shall commence after the Service User submits an application for Internet Banking Service (the “Application”) to the Bank in writing and the Bank approves the Application.</p> <p>② The Service shall be terminated with written request at the Bank. However, depending on the type of the Service, the Service User may terminate a certain Service through electronic media to the extent that the Service User takes personal responsibility for such termination.</p>	<p>Article 6 (Apply or Cancel for the Services)</p> <p>① The provision of the Services shall commence after the User submits an application for the Services (the “Application”) to the Bank in writing and the Bank approves the Application.</p> <p>② The Service shall be terminated on the User's written request to the Bank. However, for certain types Services, the User may also terminate the Service using a specific feature in the Services on its Electronic Device, provided that the User takes sole responsibility for such termination.</p> <p>③ The Bank can suspend or terminate the User's access to the Services or any functionality within the Services without notice at any time and without responsibility for any loss the User may suffer, if it considers there are good reasons to do so (e.g. breach of any law).</p>
<p>Article 7 (Method of Verification)</p> <p>① With respect to the Service, to the extent that any or all of Means of Access specified in Article 4, Subparagraph 7 of this agreement match with those registered with the Bank, or those computed by the Bank, the identification of the Service User is confirmed and then the Service shall be provided.</p> <p>② The Bank is entitled to act on all instructions, whether written or made by electronic means, which appear to come from the User using the Means of Access.</p> <p>③ The Bank reserves the right to require proof of identity or additional information of the User at any time.</p>	<p>Article 7 (Method of Verification)</p> <p>① The User will be granted access and may use the Services by providing any or all of Means of Access specified in Article 4, Subparagraph 7 of these Terms and Conditions through its Electronic Device as instructed by the Bank.</p> <p>② The User agrees the Bank is entitled, at its discretion, to act on all instructions which appear to come from the User using the Means of Access. The User authorises the Bank to act and acknowledges that the Bank will rely on such instructions whether or not the User has actually given authority for the instruction.</p> <p>③ The Bank reserves the right but is not required to ask about or confirm any instructions with the User, take additional steps to verify instructions made using the Means of Access or require further proof of identity or additional information of the User at any time.</p> <p>④ If the User uses Biometric Authentication to access the Services, the User will not be required to provide the User Password to access the Services. However, the applicable transaction and usage restrictions will be notified through an Electronic Device that is easily accessible by the User.</p>

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<p>Article 8 (Issuance and Registration of Means of Access)</p> <p>① The Bank issues Means of Access after the identification of the Service User is confirmed with the details provided in the Application.</p> <p>② The Service User may access the service with Means of Access, which is registered at the Bank. Also the Service User shall change user password at the first time of access.</p> <p>③ For corporate customer (including business and individual households), Master shall receive OTP (One Time Password) for Master and Sub as many as they need at the Bank. Master shall register on internet banking by matching OTP with each Sub ID.</p>	<p>Article 8 (Issuance and Registration of Means of Access)</p> <p>① The Bank will issue an initial Means of Access to the User after the identification of the User is confirmed with the details provided in the Application.</p> <p>② The User may access the Service using the initial Means of Access. The User shall choose a User Password the first time it accesses the Services.</p> <p>③ For corporate customers, the Master shall receive a OTP from the Bank as the initial Means of Access to the Services. The Master shall choose a User Password the first time it accesses the Services. The Master may register Subs by providing Customer IDs and setting the access and permissions levels for each Sub. On registration, each Sub will be provided with a OTP as an initial Means of Access. Each Sub must choose a User Password the first time it accesses the Services.</p> <p>④ The Master will be responsible for all the acts and omissions of a Sub in respect of its use of the Services. The Bank will deem each Sub as the Master's agent in respect of the Services. The Bank will not be responsible for any loss or damages arising from the Sub's acts or omissions to the Master in connection with these Services.</p>
<p>Article 9 (Management of Means of Access)</p> <p>① The Service User shall not lend, entrust, assign or encumber to a third party the Means of Access necessary for the Service.</p> <p>② The Service User shall not disclose the Means of Access to a third party, and shall take good care in safeguarding the Means of Access to prevent stealing, forgery or alteration of the same.</p> <p>③ The Service User must ensure that all Passwords are appropriate passwords and do not include any other letters/numbers which are easily connected with the User, for example sequential numbers, the User's date of birth, telephone numbers, easily accessible personal data such as pet names, street name, identification numbers. If the User uses an unsuitable password, the Bank will not be liable for any transaction regarding to this Service.</p> <p>④ All passwords must be memorised and shall not be recorded in writing.</p> <p>⑤ The User shall not allow any passwords to be retained on any device.</p>	<p>Article 9 (Management of Means of Access)</p> <p>① The User shall not lend, entrust, assign or encumber to a third party the Means of Access.</p> <p>② The User shall not disclose the Means of Access to a third party and shall take good care in safeguarding the Means of Access to prevent stealing, forgery or alteration of the same.</p> <p>③ The User must ensure that all User Passwords are appropriate passwords. An appropriate User Password does not include any letters/numbers which are easily accessible personal data, for example consecutive numbers, the User's date of birth, telephone numbers or identification numbers, etc. If the User uses an unsuitable password, the Bank will not be liable for any loss transaction regarding to these Services.</p> <p>④ All User Passwords must be memorised and shall not be recorded in writing.</p> <p>⑤ The User shall not store passwords on any Electronic Device.</p>

Current	To be changed
<p>⑥ The User must immediately notify the Bank of any disclosed password, or loss or theft of any Means of Access.</p>	<p>⑥ The User must immediately notify the Bank if it knows or suspects any disclosure, loss or theft of any Means of Access.</p>
<p>Article 10 (Withdrawal Account)</p> <p>① The Service User shall apply for initial Withdrawal Account in writing to the Bank to be used in transfer of funds. However, the Service User may apply for additional registration of Withdrawal Accounts by way of methods other than in writing depending on the type of the Service.</p> <p>② The User may only nominate Withdrawal Accounts which are in the User's own name or are jointly held with the User.</p> <p>③ The Bank is not responsible for, and accepts no liability for, any inaccuracy or delay in any payment, or for any refusal or omission to make any payment excluding the Bank's negligence or misconduct.</p>	<p>Article 10 (Withdrawal Account)</p> <p>① The User shall nominate the initial Withdrawal Account in its Application to the Bank to be used in the transfer of funds. The User may also nominate additional Withdrawal Accounts by any way specified by the Bank for a relevant Service.</p> <p>② The User may only nominate Withdrawal Accounts which are in the User's own name or are jointly held with the User.</p>
<p>Article 11 (Deposit Account)</p> <p>① If the Service User designates its Deposit Account, it may only deposit into such designated account.</p> <p>② Because the Bank does not verify validation of Other Bank Accounts, it shall process what the Service User enters as a Deposit Account. Any or all damage from invalid information, such as delay, return, or rejection, are the responsibility of the Service User.</p>	<p>Article 11 (Deposit Account)</p> <p>The Bank shall process the transaction based on the information provided by the User. Any or all loss or damages the User incurs from the User providing invalid account information, or if the Transfer Service is not made, is delayed, returned, or rejected for any reason, is the sole responsibility of the User.</p>

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<p>Article 12 (Transfer Limit)</p> <p>① If the Service User applies for the Service at the Bank, the Service User shall set the transferable amount cap per transaction and per day in a written document which shall be submitted in English.</p> <p>② In principle, the Service User may change the transfer limit by notifying the Bank of the changed transfer limit in writing. However, depending on the type of Service, the Service User may personally reduce the transfer limit through electronic media to the extent that the Service User takes responsibility for such reduction of the transfer limit.</p> <p>③ Transfer limit for Sub is same as Master and sum of each Sub transfer amount shall not exceed Master's transfer limit.</p> <p>④ Transfer limits exclude some transactions, such as automatic payments, loan interest payments and/or fees which are set by the Bank.</p>	<p>Article 12 (Transfer Limit and Daily Limit)</p> <p>① The User must clearly set the maximum amount for each transaction ("Transaction Limit") and the maximum amount permitted to be withdrawn each day ("Daily Limit") in its Application.</p> <p>② The User may change the Transfer Limit or Daily Limit by notifying the Bank of the changed amount in writing. For certain Services, such notice may be provided through a feature in that Service if specified by the Bank.</p> <p>③ The Transfer Limit and Daily Limit for the Sub shall be less than or equal to the Master's Transfer Limit and Daily Limit.</p> <p>④ Transfer Limits do not apply to some transactions, such as Automatic Transfers, loan interest payments and/or fees which are charged by the Bank.</p>
<p>Article 13 (Criteria for Processing the Transaction Requests)</p> <p>① The Bank shall process a Transaction Request when the User enters the correct identity of the account number/password, user ID/user password, or One-Time Password etc. stated on the Transaction Request and the Bank has approved the transaction.</p> <p>② The Bank may stop or alter a payment without notice to the User at any time if the Bank (acting in its absolute discretion) feels the circumstances require it to do so.</p> <p>③ If the transaction is a type which requires FAA the Bank shall not process the transaction until FAA has been given.</p> <p>④ If approval by the final approval for the transaction that accompanies the transaction of funds is not completed within the time in which such approval is possible, it will be automatically processed as being cancelled.</p> <p>⑤ It is the User's responsibility to ensure that the available balance in the Withdrawal Account exceeds the sum of transaction amount and service charges. If any payment is missed for any reason it is the User's responsibility to arrange for a subsequent payment to be made.</p> <p>⑥ Funds for Reserved Transfer or automatic transfer shall be deposited into Withdrawal Account before the designated date and time for payment. At the time of the Reserved Transfer or automatic transfer it is the User's</p>	<p>Article 13 (Criteria for Processing Instructions)</p> <p>① The Bank shall, at its discretion, act on an instruction when the relevant Means of Access or submitted OTP included in the User's Transaction Request matches the details registered with the Bank.</p> <p>② The Bank may suspend or block a transaction or decline to act on instructions without notice to the User at any time if the Bank considers the circumstances require the Bank to do so in its absolute discretion. For example only, where acting on the User's instructions results in a breach of law.</p> <p>③ If the Bank determines that a transaction requires FAA, the Bank shall not process the transaction until FAA has been given.</p> <p>④ If FAA for an instruction is not provided within the stipulated timeframe, it will be automatically cancelled.</p> <p>⑤ It is the User's responsibility to ensure that the available funds in the Withdrawal Account exceeds the sum of the Requested Transaction amount and the applicable service charges. If any transaction is not made for any reason, it is the User's responsibility to arrange for a subsequent payment to be made.</p> <p>⑥ If there are insufficient funds in the Withdrawal Account to meet the transaction amount and service charges the Bank may reject the instruction or may put the Withdrawal Account into overdraft to meet the amount required.</p>

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<p>responsibility to ensure that the available amount in designated Withdrawal Account exceeds the sum of transaction amount and service charges.</p> <p>⑦ If there is insufficient funds in the Withdrawal Account to meet the transaction amount and service charges the Bank may reject the payment or may put the Withdrawal Account into overdraft to meet the amount required.</p> <p>⑧ Users only can apply for overseas remittance. Other Bank transfers or Overseas Remittances are processed by the Bank at the end of each business day so may not show as having been made until the day after the payment date. Users shall check the result of the transaction by reviewing the transaction history.</p> <p>⑨ The Bank withdraws funds from a Withdrawal Account without bankbooks, bills or checks when a transaction request is made by a User.</p>	<p>⑦ The Bank may withdraw funds from the Withdrawal Account in accordance with the User's Transaction Request, without a separate payment request or additional confirmation.</p>
<p>Article 14 (Revocation of Transaction Requests)</p> <p>① Users can make a request to revoke a transaction on Internet Banking at any time before the transaction is executed by following the revocation procedure which is set by the Bank. The User acknowledges that it may not be possible to stop or reverse a transaction once it has been processed/made by the Bank and further acknowledges that the Bank must comply with the New Zealand Banker's Association Interchange and Settlement Rules.</p> <p>② Reserved Transfer and Automatic transfers can be revoked on Internet Banking at any business day before the transfer date.</p> <p>③ The Bank may not allow revocation of any instant transfer, which in case that the Bank is not sure whether the transfer is completed.</p> <p>④ The User acknowledges that any payment made by mistake can only be recovered with the consent of the holder of the Deposit Account.</p> <p>⑤ When the Withdrawal Account is closed at the request of the User, any transaction request for Reserved Transfer registered with such account shall also be terminated.</p> <p>⑥ None of death or adjudication of quasi-incompetency or incompetency of the Customer nor dissolution, bankruptcy or merger affect revoking or modifying the transaction requests or affect the rights of the Bank.</p>	<p>Article 14 (Revocation of Transaction Requests)</p> <p>① The User can make a request to revoke a transaction by notifying the Bank, including notification through a feature on the relevant Service if the Bank has provided one. The Bank will advise whether a transaction may be revoked.</p> <p>② The User acknowledges and agrees that the Bank may take up to one Business Day on receipt of the notice to process such requests and the Bank will not be liable for any loss if an instruction (including a Transaction Request) cannot be stopped or has already been executed.</p> <p>③ The User acknowledges that any payment made by mistake can only be recovered with the consent of the holder of the Deposit Account.</p> <p>④ When the Withdrawal Account is closed, any Transaction Request for Reserved Transfers registered with such account shall also be terminated.</p> <p>⑤ Neither death nor adjudication of quasi-incompetency or incompetency of the User, nor dissolution, bankruptcy or merger of the User (if applicable), affects, revokes or modifies Transaction Requests or affects the rights of the Bank..</p>

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<p>Article 15 (Correction of Errors)</p> <p>① When the Service User learns that there was an Error in the Service, the Service Users may request the Bank to immediately correct the Error. In such case, the Bank shall immediately investigate and effect appropriate corrections. The Bank shall notify the Service User of the results of corrections.</p> <p>② When the Bank learns that there was an Error in the Internet Banking Service it shall immediately investigate and the Bank may unilaterally effect appropriate corrections to the processed transaction, and shall notify the Service Users of the results of corrections.</p>	<p>Article 15 (Correction of Errors)</p> <p>If the User is aware of an Error in the Services, the User may request the Bank to correct the Error. If the Bank learns that there is an Error in the Services, it shall investigate this. The Bank may unilaterally effect appropriate corrections to the Error and shall notify the User of the actions taken.</p>
<p>Article 16 (Modification of Transaction or Emergency Centre)</p> <p>① If the Service User wishes to make changes to any of the items reported to the Bank such as user password, Withdrawal Account, name, company name, address, telephone number, etc., the Service User shall notify the Bank of such changes in writing. However, with respect to the information separately determined/verified by the Bank such as password and telephone number, the Service user may change or add such information through electronic media to the extent that the Service User takes personal responsibility for such change or addition.</p> <p>② When the Service User learns of the theft, loss, forgery or alteration of the Means of Access (including OTP) to the transaction accounts or disclosure of other information which is required to be kept confidential for the purpose of transactions, the Service User shall promptly notify the Bank of such fact or request to stop the Service via electronic media.</p> <p>③ The notification made under the foregoing paragraph 2 shall take effect upon receipt of the notice by the Bank.</p> <p>④ In the event that the notification made under the foregoing paragraph 2 is to be revoked (if the Bank accept revocation which the Bank can refuse in its absolute discretion), the Service User shall file a written application therefore with the Bank.</p>	<p>Article 16 (Reporting any changes, lost or damaged User's information)</p> <p>① If the User wishes to make changes to any of the items reported to the Bank such as its User Password, Withdrawal Account, name, company name, address, telephone number, etc., the User shall notify the Bank of such changes in writing. Such notification may also be provided through a feature in the Services, as advised by the Bank.</p> <p>② When the User knows or suspects of the theft, loss, forgery or unauthorised alteration of the Means of Access to the Withdrawal Account(s) or disclosure of other information which is required to be kept confidential, the User shall promptly notify the Bank of such fact.</p> <p>③ The Bank will suspend all Services on receipt of the notice under the foregoing paragraph 2.</p> <p>④ In the event that the notification made under the foregoing paragraph 2 is revoked, the Bank may in its sole discretion, accept the revocation. The Service User shall file a written application with the Bank to resume the provision of the Services.</p>

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<p>Article 17 (Restriction on Use of Service)</p> <p>① In any of the following cases, the Bank may restrict on any or all of the Service with respect to the relevant Service User:</p> <ol style="list-style-type: none"> 1. In case the User input a wrong User Password three times in a row. 2. In case the User input a wrong account pin number four times in a row. 3. In case the password generated from OTP is erroneously entered for ten consecutive times. 4. In case the amount requested for Transfer Services on the Transfer Request exceeds the transfer limit which is set by the User. 5. In case the balance of the Withdrawal Account is less than the sum of withdrawal amount and fee at the time of execution. 6. In case the transfer request is made to an account other than the registered Deposit Account. 7. During the time designated separately by the Bank, including the night or non-business day (the time designated by the Bank shall be explained through electronic media) 8. In case the User requests suspension of Internet Banking Service. 9. In case the Deposit Accounts or Withdrawal Accounts are closed or suspended. 10. In case the Bank determines that provision of services may not be appropriate for reasons of legal restraints placed on withdrawal. 11. In case Internet Banking Service is not available due to system errors <p>In the event that the Service is restricted, the Bank shall notify the Users of the reasons through electronic media.</p>	<p>Article 17 (Restriction on Use of the Services)</p> <p>① The User agrees that it will not use the Services for any purpose other than carrying out lawful purposes..</p> <p>② In any of the following cases, the Bank may restrict on any or all of the Service with respect to the relevant User:</p> <ol style="list-style-type: none"> 1. the User inputs a wrong User Password three times in a row or, five times in a row for Easy-PIN the User fails Biometric Authentication five times in a row; 2. the User fails Biometric Authentication five times in a row; 3. the User input a wrong account PIN number four times in a row; 4. the password generated from OTP is erroneously entered ten times in a row; 5. the amount requested for Transfer Services in a Transfer Request exceeds the Transfer Limit applicable to the User; 6. the balance of the Withdrawal Account is less than the sum of transaction amount and applicable fees or charges at the time of execution; 7. during the times notified by the Bank in accordance with Article 22(2); 8. the User requests suspension of the Service. 9. The Deposit Accounts or Withdrawal Accounts are closed or suspended 10. The Bank determines that the provision of Services may not be appropriate for reasons of legal restraints placed on withdrawal; and 11. The Service is not available due to system errors or circumstances outside the Bank's control including machine failure, problems with its network or industrial action. <p>③ Where possible, the Bank shall notify the User of the restriction on the use of the Services in accordance with Article 22(2). The User acknowledges and agrees that there may be some circumstances (e.g. if the Services are unavailable due to a system error) where the Bank may not be able to provide advance notice to the User.</p>

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	<p>④ If for any reason the Services are malfunctioning or are unavailable for use, it is the User's responsibility to use other means to effect its transactions and banking. To the extent permitted by law, the Bank will not be responsible for any loss arising from the Bank's restriction of the Services or any functionality within the Services.</p>
<p>Article 18 (Service Hour)</p> <p>① The Service User may use the Service during the service hours set by the Bank as posted on the website.</p> <p>② The service hours may be subject to change depending on the circumstances of the Bank. If the Bank wishes to change the service hours, it shall post such changes on any electronic method which are amenable to posting of notice, except in the cases of inevitable circumstances, such as system recovery, urgent program repair works, external causes, etc.</p>	<p>Article 18 (Service Hour)</p> <p>① Subject to Article 17 above, the User may use the Service during the service hours set by the Bank as posted on its website.</p> <p>② The service hours may be subject to change depending on the circumstances of the Bank. If the Bank wishes to in accordance with Article 22(2), except in the cases of inevitable circumstances, such as system recovery, urgent program repair works, external causes, etc.</p>
<p>Article 19 (Service Charge)</p> <p>① Transfer service fees shall be specified in [Appendix 1] which the Bank shall automatically withdraw from the account with the funds to be transferred upon provision of the Service, however, the agreements separately executed by the Bank and the Service User for provision of separate services shall prevail over the Terms and Conditions.</p> <p>② Other service fees shall be stipulated by the Bank and they shall be explained at the branch or via internet</p>	<p>Article 19 (Service Fees and Charges)</p> <p>① Transfer service fees or charges set out in Appendix 1 of these Terms and Conditions shall be charged. The Bank shall automatically withdraw from the Withdrawal Account on provision of the Service. The Bank may change the fees and charges for its Services in accordance with Article 22(2).</p> <p>② The User is responsible for all fees and charges charged by its internet service provider and or mobile operator when it accesses any Service.</p>
<p>Article 20 (Indemnity and Exemption of Liability)</p> <p>① The Bank is entitled to act on any instruction which appears to be made by the User.</p> <p>② The Bank is not responsible for any loss, damage or security breach arising from the Service User's misuse of the Means of Access.</p> <p>③ The User at all time fully and effectively indemnifies the Bank for and against any and all claims, damages, actions, costs, expenses and losses which are</p>	<p>Article 20 (Indemnity and Exemption of Liability)</p> <p>① To the extent permitted by law, the Bank is not responsible for any loss, damages, or claims or otherwise arising directly or indirectly in relation to the Services, including (without limitation) if:</p> <ol style="list-style-type: none"> 1. it is related to a security breach arising from the Service User's misuse of the Means of Access;

Current	To be changed
<p>made against the Bank which arise from the Bank acting upon an instruction which is given by the User or appears to be given on the User's behalf.</p> <p>④ The Bank is not liable for any unexpected incidents, for example, when inevitable disasters happen, including power breakdown, fire, terror attack or unexpected incidents.</p>	<ol style="list-style-type: none"> 2. it acts on instruction in accordance with the User's account operating authority or power of attorney (if any); 3. it acts on instructions that are unauthorised, forged, or fraudulently given where it could not reasonably have detected that from the instructions; 4. the Bank does not act on instructions it considers to be unclear or contradictory; 5. the User does not comply with any relevant terms for giving instructions; and 6. there is malfunction of any equipment or system or any telecommunications link failure; 7. any cause or event reasonably beyond the Bank's control; and 8. any unforeseen circumstances, for example, when unforeseen circumstances occur, including power breakdown, fire, terror attack or unexpected incidents. <p>② The User is responsible for:</p> <ol style="list-style-type: none"> 1. using, having or obtaining Electronic Devices compatible with the Services. Compliance with any conditions of use relating to, or charges associated with the use of the User's Electronic Devices or services accessed through those Electronic Devices are the User's responsibility; and 2. remedying any trojans, key logging software, viruses, spyware or other forms of malicious software that it knows are on any Electronic Device before it uses that Electronic Device for the Services. <p>③ The User at all times fully and effectively indemnifies the Bank for and against any and all claims, damages, actions, costs, expenses and losses which are made against the Bank which arise from the Bank acting upon an instruction which is given by the User or appears to be given on the User's behalf, unless the Bank's losses result directly from its own fraud or negligence.</p>

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	<p>Article 21 (User Information)</p> <p>① The Bank's Privacy Policy applies to the Services. By using the Services, the User agrees that the Bank can collect, use and disclose information (including personal information) about it in accordance with the Privacy Policy. The Privacy Policy is available from our website (Home > Privacy Policy)</p> <p>② There may be times the Bank collects, uses and discloses information that is not an individual's personal information and the Bank's Privacy Policy will not apply ("non-personal information"). This may include when the Bank collects information about its business customers. The User authorises the Bank to collect, use and disclose non-personal information to help it manage and improve its systems, the Services and for product/market research purposes. The Bank may also use non-personal information to help it manage financial and security risks, monitor its systems, defend or enforce its rights and meet its legal obligations.</p> <p>③ The User agrees to provide the Bank with non-personal information and the Bank may collect (including from third parties), use and disclose non-personal information to help it comply with laws in New Zealand and overseas. The Bank may also use non-personal information to monitor the User's accounts and any of the Bank's services or products for the purpose of preventing the misuse or unauthorised use of the Services, detecting any fraud or crime or for anti-money laundering and counter financing of terrorism purposes in connection with any laws in New Zealand or overseas.</p>
<p>Article 21 (Amendment to Terms and Conditions)</p> <p>① If the Bank amends the Terms and Conditions, it shall post such contemplated amendment at the branch offices of the Bank and on the electronic devices one (1) month prior to the effective date of such amendment and give notice to the User at the e-mail address.</p> <p>② If any objection to the amendment to the Terms and Conditions does not reach the Bank by the previous business day of the effective date after the amendment are posted or notified, the Service User shall be deemed to approve such amendment.</p>	<p>Article 22 (Amendment to Terms and Conditions)</p> <p>① Where permitted by law, the Bank may change or upgrade any Service, these Terms and Conditions and the fees and charges set out at Appendix 1 at any time. If the Bank amends the Terms and Conditions in a way which affects the User, it shall notify the User one (1) month prior to the effective date of such contemplated amendment in accordance with Article 22(2). However, where changes are made to protect the security of the Bank's systems or to comply with a change in the law, the Bank may tell the User after the change has been effected.</p> <p>② The Bank may notify the User in any of the following ways:</p> <ol style="list-style-type: none"> 1. putting up a notice at the Bank's physical branch office;

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	<p>2. posting it on its website;</p> <p>3. posting a notice that can be seen when accessing the Services on the Electronic Devices; and</p> <p>③ If the User does not agree with the changes, it may cancel the Services pursuant to Article 6 of these Terms and Conditions at any time. If the User does not cancel the Services by the previous Business Day of the effective date of the amendment, the User shall be deemed to agree to such amendment(s).</p>
	<p>Article 23 (Other general terms applicable)</p> <p>① If the User uses the Services for the purpose of a business (or if the User holds itself out as doing so), the User agrees that the Consumer Guarantees Act 1993 does not apply to the Services or associated products.</p> <p>② If a New Zealand Court decides that any of the terms in these Terms and Conditions are unlawful, the Bank will remove those terms in question and the remaining terms will be enforceable.</p> <p>③ The Bank reserves its right to exercise its rights. Even if the Bank does not immediately exercise a right it has under these Terms and Conditions, it can still exercise that right in the future.</p> <p>④ New Zealand law applies to these conditions.</p>
<p>ADDENDUM (11.Mar.2013)</p> <p>Article 1 (Effective Date) The General Terms and Conditions shall take effect on 11 March 2013.</p> <p>ADDENDUM (28.Nov.2016)</p> <p>Article 1 (Effective Date) The General Terms and Conditions shall take effect on 28 November 2016.</p>	<p>ADDENDUM (11.Mar.2013)</p> <p>Article 1 (Effective Date) The General Terms and Conditions shall take effect on 11 March 2013.</p> <p>ADDENDUM (28.Nov.2016)</p> <p>Article 1 (Effective Date) The General Terms and Conditions shall take effect on 28 November 2016.</p> <p><u>ADDENDUM (22.Nov.2021)</u></p> <p><u>Article 1 (Effective Date)</u> The General Terms and Conditions shall take effect on <u>22 November 2021.</u></p>

