

# SBS Verify Terms & Conditions

Effective as at 23 October 2018

## Important

- Southland Building Society operates under the brand "SBS Bank". The name of the registered bank is Southland Building Society (referred to as "us" "we" or "our").
- These terms and conditions (which can be amended or replaced from time to time) apply to your use of SBS Bank's ID verification mobile application called SBS Verify (the "Mobile App").
- By downloading and/or using the Mobile App, you agree that you (and anyone else using the Mobile App on your mobile device) will comply with these terms and conditions and the SBS Verify Privacy Policy which are available at: <https://www.sbsbank.co.nz/terms-conditions>
- Please read these Terms & Conditions carefully. We are happy to explain anything to you that is not clear.

## 1. How the Mobile App Works

- 1.1 The Mobile App allows us to verify your identity and address ("**ID Verification**") electronically as required to comply with our obligations under the Anti-Money Laundering and Countering Financing of Terrorism Act 2009.
- 1.2 By using the Mobile App, you will need to take a photo of yourself and upload supporting identification documents ("**Supporting Documents**"). Our Mobile App then uses an electronic verification platform provided by Green ID Limited ("**Green ID**") to complete the ID Verification by matching your personal details with official records held with the New Zealand and/or Australian Government (as applicable) and records held within identification databases maintained by select independent third party agencies (each a "**Third Party Agency**").
- 1.3 If your ID Verification is successful, the relevant Third Party Agency will provide a successful match result via Green ID to us and you via the Mobile App.
- 1.4 If your identity or address cannot successfully be verified for any reason, we will need to complete your ID Verification manually. This may require you to call our Contact Centre on 0800 727 2265 or contact one of our branches during business hours.

## 2. Eligibility and use of the App

- 2.1 To use the Mobile App you must:
  - have a compatible mobile device or applicable device;
  - ensure that you have downloaded the latest version of the Mobile App;
  - have Supporting Documents available which include but are not limited to:
    - a current version of a New Zealand Driver's Licence, New Zealand Passport or Australian Passport; and
    - a formal document issued which verifies your residential address, such as a card or bank account statement issued within the past 12 months or a document from a New Zealand

government agency; and

- have authority to provide the information contained in the Supporting Documents to us.
- 2.2 You may:
    - download the Mobile App on more than one mobile device;
    - use the Mobile App to carry out ID Verification for more than one person. However, for security reasons, we recommend that you:
      - only download the Mobile App on your own mobile device;
      - do not allow another person to use the Mobile App on your mobile device; and
      - do not use the Mobile App on a shared mobile device (other than where you are completing electronic ID Verification at any of our branches using a device provided by any of our staff).
  - 2.3 If you allow the Mobile App on your mobile device to be used by another person to complete their ID Verification, you agree that you are responsible for that person's use.
  - 2.4 You cannot use the Mobile App to complete an ID Verification on behalf of another person(s) (for example, as a parent/guardian on behalf of a child/minor or as an attorney for another person).
  - 2.5 Before you can begin your ID Verification through the Mobile App:
    - We will give you a code either via text or in person. We will only send or give you a code if we need you to complete ID Verification with us.
    - You will need to insert your email address and code into the home-screen of the Mobile App.
  - 2.6 If you:
    - forget your code;
    - exceed the time limit to conduct your ID Verification using the Mobile App; or
    - the App is closed during the ID Verification process (either by you or due to loss of power or internet connection),
 you will need to restart the process you were following to obtain a new code. If you need

assistance obtaining a new code please phone our Contact Centre on 0800 727 2265 or contact one of our branches during business hours.

### 3. Security and liability

3.1 You have a responsibility to exercise reasonable care to prevent unauthorised use of the Mobile App on your mobile device. For example, this includes:

- not telling anyone your code or allow another person to complete your ID Verification on your behalf;
- not leaving your mobile device unattended once you have requested your code to be sent to your mobile device;
- not leaving your mobile device unattended once you have started the ID Verification process; and
- deleting the Mobile App from your mobile device once you have completed your ID Verification.

3.2 Your code identifies you and allows you complete ID Verification through the Mobile App. We are not required to take any further steps to verify the person using your code to access the Mobile App is you, and they will be allowed access to the Mobile App whether or not you have given your permission.

3.3 We will not be liable for any unauthorised use of the Mobile App in circumstances where you have failed to take reasonable steps to ensure that protective systems such as virus scanning, firewall, anti-spyware, and antispam software on your mobile device are up to date or where you have failed to take reasonable care to safeguard any mobile device that is used by you to access the Mobile App.

3.4 To the extent permitted by law, we will not be liable to you or any other person and accept no responsibility for any claim, loss, damage, cost or expense whether direct or indirect, consequential or economic which arises in connection with any one of the following:

- your use of the Mobile App;
- any unauthorised use of your code to access the Mobile App;
- any system or telecommunications link failure;
- delay, fault, malfunction, unavailability or loss of access to the Mobile App; or
- any inability for your ID Verification to be completed successfully through the Mobile App,

However, if you suffer any direct loss due to a security breach of the Mobile App resulting from our failure to take reasonable care and that loss

is not caused or contributed to by you, we will reimburse you for that loss.

3.5 We cannot guarantee that your ID Verification will be completed successfully through the Mobile App for various reasons (including where you do not have the required Supporting Documents or if a Third Party Agency cannot provide a successful match result). If your ID Verification is unsuccessful, we will need to complete your ID Verification manually. This may require you to call our Contact Centre on 0800 727 2265 or contact one of our branches during business hours.

### 4. Unauthorised Use

4.1 You must notify us immediately when:

- you know or suspect that someone else knows your code to access the Mobile App;
- you discover or suspect an unauthorised use of your code has occurred;
- you discover or suspect someone has accessed the Mobile App using your code; or
- your ID Verification has been completed by someone other than you.

4.2 Please contact us immediately if your mobile device is lost or stolen (especially if we have sent you a code to access the Mobile App).

4.3 If any of the above security breaches have occurred (or you suspect that they may occur) you can call our Contact Centre on 0800 727 2265 or contact one of your branches during business hours.

### 5. Changes to these Terms and Conditions

5.1 We may vary these Terms and Conditions and any other terms and conditions applying to the Mobile App.

5.2 You will be given at least 14 days' notice of any variation either by post to your last known address, telephone call, notice in your Branch, notice on our website or via the Mobile App.

5.3 We are not obliged to give you advance notice if an immediate change to these Terms and Conditions is deemed necessary for the security of the Mobile App.

### 6. Privacy

6.1 You agree that we may collect and use any personal information that you give us through the Mobile App as set out in our Mobile App Privacy Policy. Please ensure that you have read and understood the SBS Verify Privacy Policy (which forms part of these Terms and Conditions) before you use the Mobile App.

### 7. Access to the Mobile App

7.1 We reserve the right to suspend or cancel your access to the Mobile App at any time without telling you if we:

- decide that this is necessary (for example, in the event of a security risk, or if we need to

undertake any routine maintenance or upgrade work on the Mobile App);

- suspect on reasonable grounds that the Mobile App is being used for suspicious or illegal activity; or
- suspect that you have given us false or inaccurate information during the ID Verification process.