



Mastercard ID Check Terms and Conditions

21 July 2020

Please read these Terms and Conditions carefully before using Mastercard® ID Check.

1. APPLICABLE TERMS AND CONDITIONS

In addition to these Terms and Conditions, your use of Mastercard ID Check is also subject to the SBS Bank Debit Mastercard Terms and Conditions and SBS Bank's Privacy Statement (see our SBS General Terms and Conditions). A copy of these further terms and conditions can be found at sbsbank.co.nz/terms-conditions.

2. DEFINITIONS

In these Terms and Conditions:

- a. **Applicable Law** means any applicable local, national or international statute, regulation, regulatory guideline or judicial or administrative interpretation, or any applicable rule or requirement established by Mastercard.
- b. **One-Time Password** means a randomly generated password that we send you to authenticate your online transaction with a Participating Merchant. The One-Time Password is sent to your mobile phone via SMS or via email to the email address provided to us.
- c. **Participating Merchant** means a merchant who has agreed to participate in Mastercard ID Check (enrolled in the 3D Secure 2.0 solution) and is designated as a participating online Mastercard ID Check retailer.
- d. **Personal Data** means personally identifiable information about you (including but not limited to your name, email address and telephone details) provided to us from which your personal identity can be ascertained.
- e. **we, us, or, our or SBS Bank** refers to Southland Building Society.
- f. **you, your, or yours** refers to the user of Mastercard ID Check.

Please note that any references to "PIN" in the SBS Bank Debit Mastercard Terms and Conditions shall be read as applying to your One-Time Password for the purposes of Mastercard ID Check.

3. ACCEPTANCE OF TERMS

These Terms and Conditions may be updated by us from time to time without notice to you.

You agree that use of Mastercard ID Check will represent your acceptance of these Terms and Conditions and that continued use of Mastercard ID Check after you have been advised of any revisions to these Terms and Conditions shall constitute your agreement to such revised Terms and Conditions and any applicable posted guidelines or rules.

Unless explicitly stated otherwise, any new features that augment, enhance or otherwise change Mastercard ID Check shall be subject to these Terms and Conditions. SBS Bank reserves the right, at any time, to modify or discontinue (temporarily or permanently) your use of Mastercard ID Check (or any part thereof) with or without notice.

4. DESCRIPTION OF MASTERCARD ID CHECK

Mastercard ID Check provides you with a way of increasing security when you make online transactions (for which Mastercard ID Check is used) by reducing the likelihood of fraud for those transactions. Use of Mastercard ID Check involves you providing Personal Data to us, which is then used to confirm your identity (via a One-Time Passcode) prior to completing your proposed online transaction for which Mastercard ID Check is used.

Mastercard ID Check may also be used for record keeping and reporting purposes, as well as to help resolve any transaction disputes between you, SBS Bank and/or any Participating Merchant. Your Personal Data will not be shared with the Participating Merchant, as discussed in more detail in Section 5 below.

5. CARDHOLDER PRIVACY

- a. The Mastercard ID Check system stores your Personal Data. Your Personal Data will not be shared with the Participating Merchant or merchants in other transactions for which Mastercard ID Check is used.
- b. You acknowledge and agree that SBS Bank and Broadcom Inc. may store your Personal Data on the Mastercard ID Check system and may disclose (including, but not limited to, disclosure to us) your Personal Data if required to do so by Applicable Law or if SBS Bank or Broadcom Inc, acting in good faith, believe that such disclosure is permitted by Applicable Law or as reasonably necessary to (i) comply with any legal process or (ii) enforce these Terms and Conditions.
- c. The SBS Bank Privacy Statement (in our SBS Bank General Terms and Conditions) applies to the handling, storage, processing and use of any Personal Data provided to us in using Mastercard ID Check and forms part of these Terms and Conditions.

6. CARDHOLDER DATA

- a. You agree to:
 - (i) provide true, accurate, current and complete Personal Data about yourself as prompted by Mastercard ID Check; and
 - (ii) maintain and promptly update your Personal Data to keep it true, accurate, current and complete. If you provide any Personal Data that is untrue, inaccurate, not current or incomplete, or if we have reasonable grounds to suspect that your Personal Data is untrue, inaccurate, not current or incomplete, we have the right to suspend, terminate, or refuse your current or future use of Mastercard ID Check.
- b. You are responsible for maintaining the confidentiality of your Personal Data. You agree to immediately notify us by contacting us as we require in our SBS Bank Debit Mastercard Terms and Conditions for a lost or stolen card or any unauthorized use of your One-Time SMS Passcode or other verification information, or any other breach of security. You acknowledge and agree that, except as otherwise provided by Applicable Law or in our SBS Bank Debit Mastercard Terms and Conditions, SBS Bank shall not be liable for any loss or damage arising from your failure to comply with these Terms and Conditions.

7. YOUR CONDUCT

You agree not to:

- a. impersonate any person or entity using Mastercard ID Check;
- b. upload, post, email or otherwise transmit any material that contains software viruses or any other computer code, files or programs designed to interrupt, destroy or limit the functionality of any computer software or hardware or telecommunications equipment used by Mastercard ID Check;
- c. spam or flood the Mastercard ID Check website or service;
- d. modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Mastercard ID Check website or service or the software used in connection with Mastercard ID Check;
- e. remove any copyright, trademark, or other proprietary rights notices contained in Mastercard ID Check;
- f. "frame" or "mirror" any part of the Mastercard ID Check website or service without MasterCard's prior written authorisation;
- g. use any robot, spider, site search/retrieval application, or other manual or automatic device or process to retrieve, index, "data mine," or in any way reproduce or circumvent the navigational structure or presentation of the Mastercard ID Check Website or service or its contents;
- h. otherwise interfere with, or disrupt, Mastercard ID Check or the servers or networks connected to Mastercard ID Check, or violate these Terms and Conditions or any requirements, procedures, policies or regulations of Mastercard ID Check or of any networks connected to Mastercard ID Check; or
- i. intentionally or unintentionally violate any Applicable Law in connection with your use of Mastercard ID Check.

8. LIABILITY

- a. You agree that SBS Bank shall not be liable to you or to any third party for any modification, suspension or discontinuance of Mastercard ID Check.
- b. To the extent permitted by law, you agree that under no circumstances will we be liable to you (whether in contract, tort or otherwise) for any and all claims, actions, judgments awards, fines, penalties, obligations, proceedings liabilities, damages, expenses or losses (including consequential, incidental, special or indirect losses) and costs (including legal and other professionals' costs) arising from your use of Mastercard ID Check (including but not limited to any damage to your computer or telephone service or the unavailability of the Mastercard ID Check system from time to time).

9. DEALINGS WITH MERCHANTS

Your correspondence or business dealings with, or participation in promotions of, any Participating Merchants other merchants on or through Mastercard ID Check, including payment and delivery of related goods or services, and any other terms, conditions, warranties or representations associated with such dealings, are solely between you and the Participating Merchant. You agree that, except as otherwise provided by Applicable Law or in the SBS Bank Debit Mastercard Terms and Conditions, we shall not be responsible or liable for any loss or damage of any sort incurred as the result of any such dealings.

You understand that use of Mastercard ID Check does not, in any way, indicate that we recommend or endorse a merchant regardless of whether the merchant is a Participating Merchant in Mastercard ID Check or otherwise. For example, Mastercard ID Check does not verify the identity of the any merchant or the quality of the merchant's goods or services.

10. DISCLAIMER OF WARRANTIES

You expressly understand and agree that any software obtained through the use of Mastercard ID Check is downloaded and used at your own discretion and risk and that except as otherwise provided in these Terms and Conditions, you will be solely responsible for any damage to your computer system or loss of data that results from the download or use of any such software or other materials through Mastercard ID Check. Further, SBS Bank makes no warranty that Mastercard ID Check will meet your requirements or expectations or be available on a timely, uninterrupted, secure or error-free basis, or that the Mastercard ID Check system or website will not be hacked or tampered with by any third party.

11. NOTICE

Notices to you may be made via email or regular mail to any address which you have provided to us as part of your use of Mastercard ID Check, or by any other means which we ascertain from any Personal Data provided to us in connection with any of your accounts with us, your debit cards (or credit cards) issued or as otherwise provided to us by you.

12. AGE AND RESPONSIBILITY

You represent that you are at least 18 (eighteen) years of age by using the Mastercard ID Check and further represent your intention to create binding legal obligations for any liability you may incur as a result of the use of Mastercard ID Check. You understand that, you are financially responsible for all uses of Mastercard ID Check except as otherwise provided for in these Terms and Conditions or SBS Bank Debit Mastercard Terms and Conditions.