

- We will appoint and authorise a Designated Administrator to view account information on ProBank.
- These Terms & Conditions are between TSB Bank and you the applicant (also binding your designated employees), when using the ProBank service.
- Enhancements to ProBank may be implemented from time to time and will be made available to selected users.

## The Terms and Conditions cover:

- Important information on the use of ProBank, password security and cancellation of the facility.
- Your rights, obligations and responsibilities once you sign up for ProBank.
- TSB Bank's rights, obligations and responsibilities as the provider of ProBank.

Your use of ProBank is in accordance with the following Terms & Conditions, and the use of this Internet facility signifies both your acknowledgement and acceptance of these Terms & Conditions.

**We ask that you read the following information carefully before you use this service.**

## A. Using ProBank

1. ProBank Terms & Conditions are in addition to the Terms & Conditions relating to the use of TSB Bank's web site. ([www.tsbbank.co.nz/Info/TermsAndConditions.aspx](http://www.tsbbank.co.nz/Info/TermsAndConditions.aspx)).
2. You must access and use ProBank in conjunction with these Terms & Conditions and any amendments issued by TSB Bank at any time in the future.
3. The Bank will provide training and assistance to the applicant in the use of the system.
4. TSB Bank reserves the right to alter any ProBank Term or Condition and applicable charges at any time.
5. Your security password is your third party authority to view account information only.
6. Anyone using a security password will have access to view 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 ProBank.
7. The security of your security password is totally your responsibility. To the extent permitted by law, TSB Bank will not be held accountable or responsible for any claim or loss that results directly or indirectly, from any unauthorised use or misuse of your password. You will be required to compensate TSB Bank for any loss suffered by TSB Bank from any such wrongful use or misuse.
8. If you believe for any reason that a security password could be known by an unauthorised person, or if you discover any unauthorised use, you must change the password immediately.
9. Fees and service charges may apply from time to time.

## B. Password Security

1. You will be provided with a user number and temporary password to access ProBank. You will then be responsible for setting a new password and providing each Authorised Person with a unique user ID and password to enable them access to ProBank. Your password may not be used for any other purpose.
2. This password will be your own confidential password to access ProBank. You must not disclose your password to anyone else including family and friends, TSB Bank staff, write it down nor store it in a file on your computer, or auto-save passwords.
3. Your password must not relate to any known personal information about yourself, including but not limited to, birth dates, telephone numbers, drivers licence number or family members names, and must exclude obvious or sequential numbers such as 12345678.
4. You may change your 'sign on' password at any time, but you will also be required to change your password at least every 90 days.

## C. User Liability

1. You will be responsible for all losses incurred by TSB Bank, (including consequential losses suffered by third parties), if your authorised personnel have acted fraudulently, either alone or together with any other person.
2. You will 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 & Conditions.
3. If you advise us immediately that a security password may be known by another party, or there has been unauthorised access to any of the nominated account/s, you will not be held responsible after that time, unless you have acted negligently.
4. You will be required to provide all available information of any actual or possible password disclosure or unauthorised use of your computer.

## D. Negligence

1. Negligence is defined as (but not limited to):
  - (a) Failing to reasonably safeguard any access device, or your security password by writing it down or saving it in an electronic form.
  - (b) Keeping your security password in a form that can be readily identified as an Internet password.
  - (c) You have selected an unsuitable security password.
  - (d) You have disclosed your password to any other person.
  - (e) You have unreasonably delayed notifying us that your security password has been disclosed, either accidentally or intentionally.
  - (f) You have failed to take all reasonable steps to prevent disclosure to any other person when entering your security password.
  - (g) 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.

## E. 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 the ProBank service at any time, or any failure or delay in providing service via the internet, 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 ProBank 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 negligent conduct by our employees or agents.

## F. Accessible Accounts

1. ProBank is only available for the accounts nominated. Your Designated Administrator can add further nominated accounts (as required) or change those accounts that are nominated accounts. TSB Bank reserves the right to specify which accounts can be nominated accounts, to vary the accounts available for nomination and to restrict access to nominated accounts.
2. An authority signed by each nominated account holder must be provided to TSB Bank by the ProBank User confirming access to view the nominated account holder's account(s) prior to TSB Bank providing that access.

## G. Authorised Persons

1. ProBank is structured so that there are different levels of authorised persons who are authorised to act on your behalf:
  - (a) Authorised Access  
The Applicant will authorise and appoint a Designated Administrator to manage the ProBank service on the applicant's behalf.
  - (b) Designated Administrator  
The Designated Administrator will be issued a User ID to access ProBank and view transactions. The Designated Administrator has complete access to account/s and is authorised to:
    - (i) Add, modify and delete other users within their organisation.
  - (c) Users  
Your Designated Administrator appoints Users and each User will be issued a User ID, to view transactions.

## H. Relevant Information

1. You will be able to obtain up to date transaction information. EFTPOS, ATM, automatic payments, direct debits, direct credits and charges will be included in any balance information accessed, displaying as much detail as possible. Any inquiry with regard to transactions should be referred to the account holder.

## I. Service Times

1. The System will be available twenty four hours a day, seven days a week, provided however, the Bank may perform maintenance from time to time.

## J. Equipment and Security

1. You are responsible for the operation of your computer's systems, modem and telecommunications links from your system.
2. 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 the account holder's personal information and accounts. You are required to take 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 effective, and up to date.
3. Approval (or acceptance) of this application by TSB Bank will provide the applicant with access to TSB Bank's Client Web Based Server.

## K. Cancellation of Services

1. You may cancel your access to the ProBank service at any time.
2. TSB Bank reserves the right to cancel or suspend your ProBank service, by giving 14 days notice in writing. We can however, cancel or suspend this service without prior notice for the following reasons:
  3. death of the account holder, bankruptcy, breaches of any of the Terms & Conditions, or any other grounds deemed appropriate or reasonable by TSB Bank.
  3. The Account Holder has the right to cancel your access to view their account information at any time.

## L. 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 the ProBank service, or your failure to take all reasonable steps to prevent unauthorised use of the ProBank service.
2. You also acknowledge that any unauthorised reproduction of any proprietary information contained in the ProBank service may result in legal action being taken.

## M. Declaration

1. I/We agree to comply with the ProBank service Terms & Conditions for viewing accounts, which I/we confirm I/we have read and understood.
2. Either the Bank or the account holder may terminate the ProBank service at any time.
3. This order will remain in force and effect notwithstanding the death of the account holder or bankruptcy or any such other revocation of this order until the notice of death of the account holder, bankruptcy or such revocation is received by the Bank.
4. I/we shall select the appropriate ProBank security passwords as noted in Section B. I/We shall comply with the confidentiality as quoted in Section B.