



eMoney Mobile App

Terms and Conditions

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Full name and address of creditor:

SBS Money Limited
51 Don Street, Invercargill 9810

1. About these terms

This document sets out the Terms that apply when you access and use your Card Account through the eMoney Mobile App. These Terms apply in addition to the NOW Rewards Visa Terms and Conditions, the Privacy Policy, and any other terms that apply to your Card Account.

If there is any inconsistency between these Terms, the NOW Rewards Visa Terms and Conditions or any other terms that apply to your Card Account, these Terms will apply to the extent of that inconsistency.

Some words and expressions used in these Terms have particular meanings (generally, these are the words that start with a capital letter). Their meanings are explained in the Glossary at the end of these Terms or in the NOW Rewards Visa Terms and Conditions.

By using the eMoney Mobile App, you agree to these Terms, so it's important that you read this document all the way through.

If there's anything in here that you don't understand, get in touch with us and we can talk it through. Visit NOWvisa.co.nz for our contact details.

2. Variation to these Terms

We may change these Terms at any time. If we make changes to these Terms, you will be required to accept the changes before you can continue using the eMoney Mobile App. If you do not agree with the changes to the Terms, please uninstall the eMoney Mobile App.

3. Downloading the eMoney Mobile App

The eMoney Mobile App is free to download from the Apple App Store or Google Play onto any compatible Device. However, you are responsible for all charges charged by an internet service provider, mobile or telephone operator when you access and use the eMoney Mobile App.

4. Accessing your Card Account

The eMoney Mobile App is only available to NOW Rewards Visa customers who are registered users of our online service centre at emoney.co.nz. Additional Cardholders will not be authorised to use or access the eMoney Mobile App.

To access your Card Account through the eMoney Mobile App, you'll need to use your Customer Number and password (which you currently use to access our online service centre at emoney.co.nz) to log in. If you haven't logged into our online service centre before, head to emoney.co.nz, click on the 'First time login' link and follow the prompts.

Once you have successfully logged into the eMoney Mobile App, you'll be required to accept these Terms and set a unique 5-digit App PIN.

Depending on the Device you use, you may also have the option to use Biometric information as your preferred login method to the eMoney Mobile App. The App PIN or Biometric information you select to access eMoney Mobile App must comply with the security requirements outlined in paragraph 7.

5. Acting on your instructions

You accept that any person who successfully logs into the eMoney Mobile App using your App PIN or biometric information (including any person whose biometric information is stored on your Device) will have access to your Card Account, as well as the authority to instruct us on your Card Account.

You agree that we are authorised to act on those instructions, regardless of whether or not you have actually given the authority for that instruction. You agree that we may do any of the following things:

- act on any instruction received through the eMoney Mobile App, without checking your identity;
- delay acting on an instruction; or
- ask you for more information before acting on an instruction.

6. Using the eMoney Mobile App

The information about your Card Account in the eMoney Mobile App is generally reflective of the information on our system and our online service centre. The information shown in the eMoney Mobile App may not include transactions, payments and/or NOW Dollars which are yet to be processed or adjusted.

The following features are governed by these Terms:

Balance Peek

- You can enable the Balance Peek feature within the eMoney Mobile App through the 'Manage' menu. Once set up, you'll be able to see your current and available balance information on your eMoney Mobile App locked screen.
- If you enable Balance Peek, please note that your current and available balance information will be viewable by anyone who has access to your unlocked Device. You accept this risk when you enable Balance Peek.

Lock Card

- If you're unable to locate your NOW Rewards Visa, you can place a temporary lock on your card while you search for it. Please note, that if you use the Lock Card feature to place a temporary lock on your card, this will not alert us that a Security Event has occurred.
- This feature should only be used as a temporary measure. You should continuously monitor all Transactions on your Card Account and if you suspect that your card has been lost or stolen, or someone's using your card who shouldn't be, you must let us know straight away, by calling us on 0800 801 803. Refer to paragraph 36 in your NOW Rewards Visa Terms and Conditions for the terms that apply when a Security Event occurs. Unreasonable delay in reporting a Security Event will mean that you will have to pay for all the loss from the Security Event up until the time you tell us about it.
- The Lock Card feature will block most Transactions from taking place on your Card Account including:
 - Any physical use of your card domestically and internationally (including cash withdrawal); or
 - Any contactless Transactions (including, auto interest free transactions, Visa payWave and transactions that only require card details e.g. online purchases).

- Whilst we take all reasonable steps to block a Transaction, there are certain circumstances where this may not be possible. Locking your card will generally not block:
 - Any refunds or credits to your Card Account;
 - Long term interest free Transactions completed in stores or online;
 - Transactions that do not require authorisation or were authorised but haven't settled with us;
 - Transactions that were made when our (including our providers' or merchants') network were unavailable or offline; or
 - Any Transactions Previously Authorised.
- If you want to stop a refund or credit being applied to your Card Account, please contact the merchant directly and make alternative arrangements.
- The Lock Card feature is only available for the Main Cardholder's Card. This feature cannot be applied:
 - To any cards held by Additional Cardholders on your Card Account. Additional Cardholders can call us on 0800 801 803 to report their own card lost or stolen and we can apply a block on their card, or
 - If your Card Account or card is blocked, cancelled or suspended, or your New Card has not been activated.

7. Security

You agree to take all reasonable steps necessary to protect your Device and to prevent unauthorised or fraudulent use of the eMoney Mobile App. This includes, but is not limited to, the following:

- Not sharing your Device PIN or App PIN with anyone, including a family member or friend;
- Not writing down or keeping an electronic record of your App PIN (on your card, computer, phone or anywhere else);
- Locking your Device when it is not used;
- Not allowing anyone else to use your Device when you are logged into the eMoney Mobile App;
- Uninstalling the eMoney Mobile App from unused Devices (including Devices passed onto family or friends or are sold);
- Telling us if any of the following occurs:
 - if you believe your App PIN, Biometric information or Device PIN has become known to anyone;
 - if you believe someone is capable of logging into the eMoney Mobile App through your Device; or
 - if your Device is lost or stolen.
- Ensuring that the latest version of the eMoney Mobile App is installed on your Device;
- Not installing unapproved applications or software that have the capability to record your login details and usage of the eMoney Mobile App or override the software lockdown on your Device (such as jailbreaking, rooting etc);

- Keeping your Device updated to the latest operating or security software (including antivirus software or anti spyware if applicable) when released by your Device or system provider; and
- Updating your App PIN regularly and not selecting an inappropriate PIN like 1111, a date of birth, a sequential number (like 34567), or something that could be easily guessed from your personal information.

If you are using Biometrics information to access the eMoney Mobile App:

- You must not allow anyone else (including a family member or friend) to store their Biometrics information on your Device.
- If someone else has stored their Biometrics information on your Device, then you must not enable or use Biometrics to log into eMoney Mobile App.

If you have consecutively entered your Biometrics information incorrectly, the Biometrics feature will be disabled and you will be asked to enter your App PIN instead. However, if you enter your App PIN incorrectly three consecutive times, you will be required to reset your App PIN.

Tell us straight away if you change your mobile phone number as we will need to send you a Key Code when you use some of the services in the eMoney Mobile App.

We capture the unique identifier of each mobile phone and/or tablet used to access the eMoney Mobile App and store that information. You can view and manage the registered Devices from within eMoney Mobile App. Deleting the registered Device will erase the credentials, meaning if you log in from that Device again, you'll be required to complete the registration process again.

8. Updates and Maintenance

To improve and maintain the eMoney Mobile App, we'll occasionally release an updated version of the eMoney Mobile App. You may need to download the latest version of the eMoney Mobile App to continue using the App.

Unless otherwise specified, these Terms will continue to apply to any updates and/or upgrades to the eMoney Mobile App.

Occasionally the eMoney Mobile App will be down for maintenance. If this occurs, a message will be displayed on either:

- The eMoney Mobile App login screen;
- On our website at NOWvisa.co.nz;
- On our online service centre at emoney.co.nz; or
- We'll notify you by email (only if we're experiencing a Security Event, environmental or economic impacts outside of our control, or the maintenance period is taking longer than expected due to various reasons).

You acknowledge and accept that we can withdraw, suspend or modify any functionality contained in the eMoney Mobile App at any time without prior notice.

9. Liability

Paragraph 60 in your NOW Rewards Visa Terms and Conditions also apply to the use of eMoney Mobile App.

In addition to that clause, we are not liable or responsible for any direct, indirect, consequential or economical loss, damage, cost or expenses of any kind arising from:

- A Transaction charged or unable to be charged to your Card Account while a Lock Card is in place;
- Any unauthorised use of your Device, App PIN or Biometrics information to access the eMoney Mobile App, including any instructions provided to us through the unauthorised use of the eMoney Mobile App;
- Inability to access eMoney Mobile App due to system, telecommunication, stability or data failure;
- The eMoney Mobile App not being available due to maintenance, upgrade or security;
- A failure to connect to the internet (or an interruption to the internet connection), resulting in instructions, actions and communication not being received in a timely manner; and
- Any use of software or other apps that interface with the eMoney Mobile App, including any software or other apps that remember your login details or your information.

Always refer to NOWvisa.co.nz for the latest version of these Terms and the Rates and Fees that apply for your card and Card Account.

10. Cancelling or Restricting access to eMoney Mobile App

We reserve the right to cancel or restrict your access to the eMoney Mobile App at any time without telling you.

11. Privacy

Our Privacy Policy also applies to the use of the eMoney Mobile App. By using the eMoney Mobile App, you agree that we can collect, use, disclose, and store information about you, your activity within the eMoney Mobile App and information relating to your Device in accordance with our Privacy Policy. You can find our Privacy Policy at financenow.co.nz/help/fn-policy.

12. Intellectual Property

We own and have the rights to all copyright and intellectual property regarding and within the eMoney Mobile App. You must not attempt to copy, reverse engineer, decompile, disassemble, attempt to derive the source code of, modify, create derivative works or re-post to other websites, frame, deep link to, change, or otherwise distribute, licence, sub-licence or transfer the eMoney Mobile App.

13. Governing law

These Terms are governed by the laws of New Zealand.

14. Glossary

The meanings of the words or expressions in bold below are set out next to them.

App PIN means the unique 5-digit PIN required to access the eMoney Mobile App. This is different to the Card PIN used for your NOW Rewards Visa.

Biometric means the use of fingerprint identification, face recognition or other biometric information stored on your Device.

Device Including but not limited to Android and iOS operating system, such as mobile phone, tablet(s), or other devices used to access eMoney Mobile App.

Lock Card means a temporary lock has been placed on the Main Cardholder's card.

Terms means these eMoney Mobile App Terms and Conditions.

Transactions Previously Authorised means any recurring or subscription based transactions (e.g. Direct Debit payment set up with merchants), no show charges (e.g. for missed reservations), delayed payment (transaction not approved instantly), incremental authorisation (charge increased or adjusted after the transaction took place) or transportation transactions (e.g. a bus or train, when you've started the journey, but the payment hasn't been finalised or charged).

