

Latitude Mobile App

Terms and Conditions (New Zealand)

Effective as at 15 April 2019.

The Latitude Mobile App allows you to access a number of *Services* for your *Accounts* on compatible mobile phones and tablet devices. This document sets out the terms and conditions for use of the Latitude Mobile App (the “*Terms and Conditions*”).

Please read this document carefully. Your access and use of the Latitude Mobile App signifies your acceptance to be bound by these *Terms and Conditions*. These *Terms and Conditions* are subject to change.

If you have any questions about the Latitude Mobile App or these *Terms and Conditions*, simply contact us by:

- 0800 321 001 (if calling from overseas +64 0800 321 001)
- App-feedback@latitudefinancial.com

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1 About these Terms and Conditions

- 1.1 The following *Terms and Conditions* apply when you access or use the Latitude Mobile App.
- 1.2 These *Terms and Conditions* are in addition to the terms and conditions (sometimes known as the Conditions of Use) that apply to any *Account* linked to the Latitude Mobile App.
- 1.3 If there is any inconsistency between the terms and conditions applying to any *Account* and these *Terms and Conditions*, these *Terms and Conditions* will apply to the extent of that inconsistency.

2 Availability of the Latitude Mobile App

- 2.1 The Latitude Mobile App is free to download however your network provider charges you for accessing data on your mobile phone or tablet device.
- 2.2 The Latitude Mobile App is available on Android operating systems 5.0+ and iOS operating system 10+.
- 2.3 We may change or withdraw the Latitude Mobile App at any time without prior notice. A change can include releasing an updated version of the Latitude Mobile App that you must install in order to continue to access the *Services*.
- 2.4 *Services* offered through the Latitude Mobile App may not be available at all times.
- 2.5 The Latitude Mobile App may be unavailable due to scheduled outages or due to factors beyond *our* control, such as your internet connection.

3 Accepting these Terms and Conditions

- 3.1 If we agree to provide you with access to the Latitude Mobile App, you will be taken to have accepted these *Terms and Conditions* when you register for a Latitude Mobile App account (refer to clause 5).
- 3.2 If you have an *Australian Account* you are also taken to have accepted the *Australian Terms and Conditions* and the *Australian Terms and Conditions* will apply when you access or use the Latitude Mobile App in relation to your *Australian Account*.

4 Definitions

Account	means an account established in your name in connection with a credit or insurance contract you have with any of the following companies: <ul style="list-style-type: none">• Latitude Financial Services Limited (Company number 5624865);• Hallmark General Insurance Company Ltd. or Hallmark Life Insurance Company Ltd. (incorporated in Australia and operating in New Zealand), where the governing law of the contract is New Zealand.
Automatic Payment	means a request by you to your financial institution in accordance with these Terms and Conditions in which you authorise the bank to make regular, automatic payments into your nominated Latitude account.
Direct Debit Request	means a request by you to us in accordance with these Terms and Conditions in which you authorise us to debit your account held at your financial institution.
IMEI	means International Mobile Equipment Identity.
Latitude ID	your email address used to register for a Latitude Mobile App account.
PIN	means personal identification number.
Service	means the functionality and content of the Latitude Mobile App.
SMS	means the short message service protocol facilitated by telecommunications providers.
Australian Account	means an account established in your name in connection with a credit or insurance contract you have with any of the following companies: <ul style="list-style-type: none">• Latitude Finance Australia (ABN 42 008 583 588);• Latitude Personal Finance Pty Ltd (ABN 54 008 443 810);• Latitude Automotive Financial Services (ABN 80 004 187 419); or• Hallmark General Insurance Company Ltd. (ABN 82 008 477 647) or Hallmark Life Insurance Company Ltd. (ABN 87 008 446 884), where governing law of the contract is a State or Territory of Australia.
Australian Terms and Conditions	means the Latitude Mobile App Terms and Conditions (Australia), as amended from time to time, available to be viewed within the Latitude Mobile App by tapping the Support tab and then Legal Information.

Unauthorised transaction	has the meaning set out in the terms and conditions that apply to your account and applies to transactions completed through the Latitude Mobile App.
We, us, our	means Latitude Financial Services Limited.
Your financial institution	means the financial institution where you hold the account that you have authorised us to debit pursuant to your Direct Debit Request or that you have authorised to make Automatic Payments into your Latitude account.

5 Initial access to the Latitude Mobile App

5.1 To access the Latitude Mobile App, you will firstly need to download it from the Apple App Store or Google Play, and accept the terms and conditions of download, and register for a Latitude Mobile App account.

5.2 To register for a Latitude Mobile App account, you must provide your email address as your *Latitude ID* and select a password.

Note: Your email address and password must meet the security requirements in clause 12.

5.3 You will be required to register your mobile device, and you agree that for security reasons your device's unique identifier (for example the *IMEI* of a mobile phone) will be stored by us.

6 Linking Accounts to your Latitude Mobile App account

6.1 To link your *Account* to your Latitude Mobile App account, you must provide a mobile phone number to *us*.

6.2 *We* will verify your identity when *we* do this and require that your mobile phone number and email address is up to date on your *Account* to enable this process.

6.3 *We* may at our discretion send you a single use SMS code to authenticate and permit the linking of your *Account*.

7 Accessing the Latitude Mobile App

7.1 You agree that *we* may send you single use *SMS* codes, from time to time and at *our* discretion, to the mobile number registered to your Latitude Mobile App account to authenticate and permit any access to the Latitude Mobile App or any of the *Services*.

- 7.2 You may access the Latitude Mobile App from several devices. However, for enhanced security, we collect the unique identifier of each device (for example the *IMEI* of a mobile phone) accessing the Latitude Mobile App.

Signing in using passwords

- 7.3 You agree that any person who supplies *us* with your *Latitude ID* and password will be allowed access to your Latitude Mobile App account.

Signing in using access codes

- 7.4 You may select a multi-digit personal identification number ("*Access Code*") for quicker access to your Latitude Mobile App account. However, you may also be required to verify your identity via any other method *we* may determine from time to time.

- 7.5 Your *Access Code* must comply with requirements in clause 12.

- 7.6 You agree that any person who supplies *us* with your *Access Code* from your registered device will be allowed access to your Latitude Mobile App account.

Signing in using biometric information

- 7.7 You can sign in by using biometric information where your mobile phone or tablet device allows you to control access to it using, for example, any fingerprint or facial data that you store in the device ("*Bio Authentication*").

- 7.8 You agree that any person for whom you have stored their biometric information on your mobile phone or tablet device will be allowed access to your Latitude Mobile App account.

8 Updating your details

- 8.1 You must notify *us* promptly if your email address changes.

Note: It is important *we* have your correct email address as *we* may use this address to notify you of changes to these *Terms and Conditions* or to the Latitude Mobile App.

- 8.2 If you choose to provide a mobile phone number to *us*, you must ensure that the mobile telephone number is accurate and you must notify *us* promptly if your mobile phone number changes.

Note: It is important *we* have your correct mobile telephone number as *we* may use this number to authenticate access to the Latitude Mobile App and failures may restrict access for up to 24 hours.

9 What can be done using the Latitude Mobile App

- 9.1 The following *Services* are available in the Latitude Mobile App:

- i. checking your *Account* balances;
- ii. reviewing your most recent *Account* transactions;
- iii. viewing information on *Account* payment options; and

activating a card issued with the same card number (for example, to replace an expiring card).

Information about your *Account* obtained from the Latitude Mobile App will reflect the current status of your *Account* on *our* systems at the time you access the service. This information may not include transactions which are yet to be processed and may be corrected (for example, if a transaction is reversed).

9.2 Information about your *Account* obtained from the Latitude Mobile App will for:

- i. credit cards, reflect the current status of your *Account* on our systems at the time you access the service: and
- ii. personal loans, reflect the status of your *Account* on our systems except any transactions processed within the last three business days,

though this information may not include transactions which are yet to be processed and may be corrected (for example, if a transaction is reversed).

9.3 We may add, change or remove any *Services* available in the Latitude Mobile App at any time without prior notice to you.

10 Limitation of liability

10.1 Your access to and use of the Latitude Mobile App is at your own risk.

10.2 Except in the instance of statutory warranties that cannot be excluded, we make no warranties or representations as to the accessibility, security, stability or reliability of the Latitude Mobile App, and we specifically disclaim any liability or responsibility for any faults, failures or interruptions or the accuracy, timeliness, completeness, security or reliability of any communications made using the Latitude Mobile App.

11 Suspension or termination

11.1 We may suspend or terminate your right to access the Latitude Mobile App at any time, without prior notice and with immediate effect. Reasons for suspending or terminating your right to access may include:

- i. if we suspect that you, or someone acting on your behalf, is being fraudulent;

- ii. if the service is being misused or used inappropriately by you or another person acting on your behalf;
- iii. if we believe the *Latitude ID* or password is being misused or is likely to be misused;
- iv. for reasons of security or quality of the Latitude Mobile App;
- v. to prevent loss to you or us;
- vi. if we believe you gave us false or misleading information to open your *Account* or gain access to the Latitude Mobile App;
- vii. if you are in default under your *Account* with us;
- viii. your *Account* is closed;
- ix. if we do not recognise the unique identifier of the device used to access the Latitude Mobile App;
- x. you have not accessed your Latitude Mobile App account for at least 12 months;
- xi. if we believe that your account or your right to access the service has been or is being used to further a crime; or
- xii. if you fail to install any updated version of the Latitude Mobile App.

12 Security

12.1 Any act contrary to these security requirements may mean you are liable for losses or unauthorised transactions caused by a breach of the security of the *Latitude ID*, password, *Access Code* or *Bio Authentication*.

General requirements

12.2 You must inform us immediately if your *Latitude ID*, password, *Access Code* or biometric information has been misused, lost or stolen by calling us on 0800 321 001. This includes if your mobile phone or tablet device is lost or stolen.

12.3 We must be given all the information that you have or can reasonably obtain regarding the loss, theft or unauthorised use.

12.4 You must not:

- i. voluntarily disclose details of your *Latitude ID*, password or *Access Code* to anyone, including a family member or friend;

- ii. record your *Latitude ID*, password or *Access Code* in your mobile phone or tablet device;
- iii. write or record your *Latitude ID*, password or *Access Code* on anything carried with your mobile phone or tablet device, or liable to be lost or stolen simultaneously, unless you have made reasonable attempt to protect the security of the information; or
- iv. keep a written record of your *Latitude ID*, password or *Access Code* on one or more articles liable to be lost or stolen simultaneously, without making a reasonable attempt to protect the security of information.

Note: We will never ask you to provide your password or Access Code over email and you must not do so.

12.5 You should:

- i. promptly update, and keep updated, the operating system and security software (including if available antivirus software and anti-spyware) of your mobile phone or tablet device when released by your device or system provider;
- ii. ensure that the Latitude Mobile App installed is always updated to the latest version;
- iii. only install approved applications on your mobile phone or tablet device and do not install programs or mechanisms capable of recording your access details or your activity in the Latitude Mobile App; and
- iv. not override the software lockdown on your mobile phone or tablet device (e.g. by jailbreaking, rooting, etc.).

Email requirements

12.6 You should only use a personal and private email address that you have sole access to for your *Latitude ID*. The email address should not be tied to an employer or be subject to moving out of your control.

Password requirements

12.7 You should not select a password that contains your *Latitude ID* or any personal details that can be guessed by others.

12.8 You should:

- i. use a combination of numbers, letters and special characters, including uppercase and lowercase in your password;
- ii. change your password regularly; and

- iii. change your password immediately and call us if your password has been compromised.

12.9 You must not select a password that includes:

- i. numeric characters which represents your birth date; or
- ii. alphabetic characters that are a recognisable part of your name.

Access Code requirements

12.10 You must not select an *Access Code* that is:

- i. a numeric code which represents your birth date; or
- ii. your credit card PIN (if your card has this facility).

Bio Authentication requirements

12.11 You should not offer anyone *Bio Authentication* access to your mobile phone or tablet device, including a family member or friend.

13 Changes to these Terms and Conditions

13.1 We may change these *Terms and Conditions* at any time.

13.2 Changes may include (but are not limited to):

- i. imposing or increasing charges related to use of the Latitude Mobile App or any *Services* within the Latitude Mobile App;
- ii. increasing your liability for losses related to transactions using the Latitude Mobile App; or
- iii. imposing, removing or adjusting a daily or other periodic transaction limit applicable to the use of the Latitude Mobile App.

13.3 We will give you notice of changes in accordance with clause 14.

14 Method of giving notice

14.1 By agreeing to these *Terms and Conditions*, and by continuing to access the Latitude Mobile App, you consent to receiving any notice or other document we are required to give you personally under these terms by one of the following methods:

- i. by emailing the notice or other document to your email address; or
- ii. by making the notice or other document available for a reasonable period of time on the Latitude Mobile App for retrieval by you when you next access

your Latitude Mobile App account and sending you an email that it is available; or

iii. by notice within the Latitude Mobile App that is displayed when you next access your Latitude Mobile App; or

iv. by any other method provided for in the terms and conditions applying to your *Account*.

14.2 If we send you an email, the email is deemed to have been given once it enters your information system.

14.3 The current terms will be available for you to view online at <https://assets-latitudefinancial.com/mobile-apps/terms-and-conditions/nz-latitude-mobile-app.pdf>

14.4 The current terms will be available for you to view online at a link to be confirmed.

15 Privacy and confidentiality

15.1 To evaluate the effectiveness of the Latitude Mobile App, we may collect statistical data on access and usage (e.g. installed date, dates used, crashes, operating system, carrier, location, etc.). No personal information is collected on these occasions.

15.2 Our Privacy and Credit Reporting Policy explains our commitment to how we manage your personal information, including collection usage and disclosure. A copy is available online at: www.gemfinance.co.nz/privacy/

This should be read in conjunction with the privacy disclosures we gave you for your Account.

16 Governing law

16.1 These *Terms and Conditions* are governed by the laws of New Zealand.