

Debit Card Terms and Conditions

Contents

Introduction	2
Receiving and Signing your Card	2
Ownership of your Card	2
Selecting your PIN	2
Protecting your Card or PIN	2
Lost or Stolen Card/PINs	3
Liability for Losses	3
First Credit Union's Liability	4
Incorrect or Unauthorised Transactions	5
Card Transaction Requirements	5
Card Acceptance and Limitations	6
Contactless Transactions	7
Damaged or Faulty Cards	7
Charges	7
Authorisations and Debit Holds	7
Joint Cardholders	8
Terms and Conditions Set by Third Parties	8
Anti- Money Laundering and Sanctions	8
Card Cancellation	9
Transaction Disputes	9
Mastercard Identity Check	10
Privacy	13
Variation of Conditions of Use	13
Exercise of First Credit Union's discretion	13

Introduction

As soon as you sign or use your Debit Card you are deemed to have agreed to the Conditions of Use in this document and the Application Form (together, the Terms and Conditions). The Terms and Conditions form the contract between yourself as the card holder and First Credit Union Incorporated (trading as First Credit Union).

Under our Conditions of Use you are required to:

- Keep your Personal Identification Number (PIN) secure,
- Agree that your card is the property of First Credit Union.
- Sign your card as soon as you receive it.

If you have any enquiries about your Debit Card, you can call us – 24 hours a day, 7-days a week – on 0800 462 347. If you need to write to us, our address is First Credit Union, PO Box 585, Waikato Mail Centre, Hamilton.

You are responsible for promptly informing us of any change of your personal details (including your name, address, telephone, mobile or email address). Failure to notify us of your change of address, may impact your rights under these conditions of use.

Receiving and Signing your Card

When you receive your Card you must immediately sign it. You must not use your Card until you have signed it. You must not send your Card overseas or have any other person send your Card to you overseas.

Please contact us to find out about sending a Card overseas or receiving a Card while you are overseas.

Ownership of your Card

Your card and card number are the property of First Credit Union. You must not copy or reproduce the card. If First Credit Union tells you to return or destroy your card then you must do so.

Selecting your PIN

A Debit Mastercard will be mailed to you. If you are receiving a new card including new card number, your four-digit PIN number will be pre-allocated to you by us and advised by separate PIN mailer. You have the option of changing your PIN to one of your own choice at any time (including when you advise your PIN has been lost or stolen) by visiting your nearest First Credit Union branch.

When you select your PIN, you should choose a number that you will be able to remember easily as you must memorise it. You must not choose unsuitable numbers such as birth dates, months or years, parts of your telephone number, parts of your Card number or sequential or easily identified numbers (e.g. 2345 or 2222). You must also not use numbers from personal data such as your drivers licence or locker number or other numbers easily connected with you.

We recommend using different PIN numbers for different cards and equipment e.g. security alarms, lockers.

Protecting your Card or PIN

For your security, your PIN must not be:

- Written down, especially not on the Card
- Kept in any form with the Card, or

- Disclosed to any other person, including the Police, friends, family members or bank staff, or negligently or recklessly disclosed. You must ensure no one can see you enter your PIN at ATM's and EFTPOS terminals.

You must exercise every possible care to ensure the safety of your Card and to prevent disclosure of your PIN. You must not allow others to use your Card, Card number or PIN. Always get your Card back after using it. Do not leave your Card in an unattended wallet, purse or vehicle or anywhere a thief could remove the Card without being noticed (particularly in night clubs, hotels or restaurants). If your Card is lost or stolen together with your PIN, it can be used for unauthorised transactions, which may result in a loss to you.

Some transactions using your Card or other payment instrument(s) may not require PIN or signature verification. This will depend on the payment instrument, the method of payment, the EFT terminal and the country concerned.

Lost or Stolen card / PINs

You must notify us immediately if:

- Your Card is lost or stolen
- Your PIN becomes known to someone else
- A record of your PIN is lost or stolen

You will be required to provide information on how the loss occurred.

If the loss of the Card occurs outside normal business hours immediately notify us on 0800 462 347 and confirm any telephone notification of loss in writing within seven (7) days to First Credit Union. We may pass on all relevant information to the Police.

If you are outside New Zealand, please:

Notify a bank which displays the Mastercard® symbol or

If you cannot find a bank which displays the Mastercard® symbol, notify us by calling +64 9 212 5080 collect. There may be a charge to your account if a replacement card is required.

Liability for Losses which Result from Lost/Stolen Cards/PINs

Once you have told us that your Card has been lost or stolen, or your PIN disclosed, either in New Zealand or overseas, you will not be held responsible for any unauthorised use of your Card after that time, unless one of the circumstances listed below applies. You will be liable to pay no more than \$50 of any loss that occurs before you notify us.

However, this \$50 limit will not apply if:

- You have not acted in accordance with the Terms and Conditions.
- You have failed to reasonably safeguard your Card,
- You have kept a written record of your PIN on or with your Card,
- You have kept your PIN in a form that can be readily identified as a PIN,
- You have selected an unsuitable PIN,

- You have disclosed your PIN to anyone, whether family or those in apparent authority including bank staff, or let them use your Card,
- You have unreasonably delayed notifying us that your Card has been lost or stolen, or that your PIN has been disclosed,
- You have failed to take all reasonable steps to prevent disclosure to any other person when keying in your PIN,
- You have acted fraudulently or negligently

In the above instances, your maximum liability will be the lesser of:

- The actual loss at the time of notification; or
- The maximum amount that you would have been entitled to withdraw from your account between the time your Card is lost/ stolen and the time you notify us; or
- The total credit available from the account(s) which your Debit Card operates on.

If your Card gives you access to an account with a credit facility, failure to look after your Card and PIN could result in a substantial loss for which you could be held responsible.

There may also be a charge to your account if a replacement card is required.

First Credit Union's Liability

First Credit Union will be responsible for any direct and/or reasonably foreseeable loss or damage caused by the failure of either your Card or any electronic funds device (excluding any card or EFT terminal which is obviously faulty, or in the case of an EFT terminal which has been advised by message notice or display as being faulty) to function properly. We will also be liable for any direct or indirect loss or damage which results from the fraudulent or negligent acts or omissions of our employees or agents.

Liability for transactions charged to your account

You are responsible for all transactions made with the use of your Card or card number. You will be required to pay us the amounts on all:

- Cash advance and sales vouchers signed or authorised by you or another cardholder on your account,
- Mail, telephone, internet order or email transactions and recurring payments authorised by you or another cardholder on your account,
- EFTPOS transactions carried out on your account using your Card(s) or the Card of another cardholder on your account,
- Other transactions authorised by you or another cardholder on your account and approved by us.

There are risks involved if you or another cardholder on your account initiates a transaction by mail order, telephone order, internet or by email.

You are giving authority to the Mastercard® merchant to process an EFTPOS transaction or issue a sales voucher for the purchase amount which will be debited to your account.

You should consider the security and standing of the company or entity you are doing business with. If you or another cardholder on your account initiate recurring payment transactions, if you agree with a Mastercard® merchant that an amount will be debited against your account on a regular basis, then you are liable for meeting those transaction amounts even if you close your account.

In certain circumstances your agreement with the merchant may authorise the debiting of your account with additional purchase amounts without the need for your signature. Provided these amounts have been incurred under the terms of that agreement they may be charged to your account.

Incorrect or Unauthorised Transactions

If you think a transaction shown on your statement is incorrect, you can dispute it, provided you notify us in writing within 60 days from the date of the transaction.

In some situations, if you do not receive the goods or services you have ordered with your Card or by use of your card number, or you have not authorised a transaction, you may be able to get a credit for the transaction.

Card Transaction Requirements

Use of your Card constitutes an irrevocable order to First Credit Union, and you may not stop payment of a transaction made using your Card. There are limited circumstances under which we can reverse a transaction which will be subject to the Mastercard® scheme rules, for example we cannot reverse a transaction where there is a dispute with a merchant about the quality of goods and services. We will not be responsible for the goods and services supplied by any merchant, and any complaints you have with the merchant must be resolved by you.

Electronic funds transfers will be debited to your account on the day the transaction is made, or as soon as possible thereafter, subject to our right to vary the date of debiting due to circumstances beyond our control.

When you use your Card in an electronic funds device other than a First Credit Union branch terminal, the transaction will be processed as soon as we are notified by the bank that owns the electronic funds device you used.

When systems are fully operational, the daily transaction limits for EFTPOS transactions made with your Card, subject to your available credit limit and available funds in your nominated account(s), are a maximum of:

- Up to \$10,000 daily for Online EFTPOS transactions from all accounts that can be accessed by your Card, or
- \$3,000 daily for ATM cash withdrawals from any account, or combination of accounts, that can be accessed by your Card, plus
- Up to \$5,000 daily for merchant transactions from all accounts that can be accessed by your Card.
- Other EFTPOS transactions from all accounts that can be accessed by your Card, up to a maximum of \$8,000 less the amount of any ATM cash withdrawals made in the same day.

You will be obliged to pay any amounts debited to your accounts which exceed the daily EFTPOS transaction limits described above. In addition, there may be a daily limit on the number of EFTPOS transactions you may make using your Debit Card.

Limits are set lower for some transaction types and may be changed at any time by us by giving you fourteen (14) days' written notice in accordance with the 'Variations of conditions of use' section of these Conditions of Use to your last known address.

In respect of off-line funds transfers, any voucher signed or authorised by you shall be authority for us to process the transaction to your account. The transaction will be processed as soon as we receive it.

If you initiate a transaction with your Card by mail order, telephone order or via the Internet you are authorising the Mastercard® merchant to process an EFTPOS transaction or issue a sales voucher for the purchase amount which will be debited to your account. If you initiate recurring payment transactions (i.e. if you agree with a Mastercard® merchant that an amount will be debited against your account on a regular basis), then you are liable for meeting those transaction amounts even if you close your account.

The acceptance of an electronic funds transfer or an off-line funds transfer is not a representation by us that you have sufficient funds in your account to cover the transfer of funds. Where a transfer overdraws your account, normal overdraft charges will apply. Details of these charges are available from any of our branches or on our website www.firstcreditunion.co.nz.

If an off-line funds transfer is processed to an account that has been closed or is open and there are insufficient funds to permit the transaction, we will not be deemed in any way to have consented to that transfer. You are liable for meeting the transaction amount.

If you wish to dispute a transaction on your statement, you may do so. See the section on 'Transaction disputes' later in these Conditions of Use. In addition to the Terms and Conditions, the use of your Card is also subject to the terms and conditions which apply to your account.

Card Acceptance and Limitations

In New Zealand, your Card will be accepted in any electronic funds device or by any merchant displaying the Mastercard® or Cirrus symbol. Overseas, the Card will be accepted by banks and merchants displaying the Mastercard® or Cirrus symbol and at any electronic funds device displaying the Mastercard® or Cirrus symbol. However, we will not be held liable if any bank or merchant either refuses to accept the Card or will not allow the Card to be used to purchase particular types of goods and services available at the premises. We will not be responsible for the goods and services supplied by any merchant. Any complaints you have with the merchant must be resolved by you.

The use of your Card for foreign currency transactions may be subject to exchange controls or other government requirements. Mastercard® processes, and converts into New Zealand dollars, cash advances, purchases and/or charges made in foreign currencies at the rate(s) of exchange fixed by Mastercard® Worldwide on the day the transaction is processed by Mastercard® (and not necessarily the date that you enter into your transaction).

In addition to the overseas ATM and EFTPOS fees, you may be charged First Credit Union's fees and/or a foreign currency conversion fee charged by the bank on any such foreign currency transaction. Details of fees are available upon request from First Credit Union which forms part of these Terms and Conditions.

Contactless Transactions

You may use your Debit Card to make contactless transactions in New Zealand and overseas with any bank or merchant displaying the Mastercard® symbol and the Mastercard contactless symbol.

You will be required to enter your PIN or sign to use your Debit Card for contactless transactions in New Zealand over \$80.00. Different limits may apply overseas (which we have no control over). For security purposes, you may also be required to enter your PIN or sign to use your Debit Card from time to time to make a contactless transaction in New Zealand or overseas.

Some merchants may apply a surcharge to purchases made by tapping your Card on the contactless terminal. This should be drawn to your attention before you proceed with the transaction. This surcharge amount will be added to your purchase amount and debited from your account and shown on your statement separately.

Damaged or Faulty Cards

In the event that your Card becomes damaged or faulty, we will issue you with a new card when you return the damaged/faulty Card to us, together with a description of how the damage or fault occurred. There may be a charge to your account for this replacement card. Such a replacement card will be subject to these Terms and Conditions as if it were the original Card.

Charges

Charges that may be incurred and charged to your account are subject to change and details of these charges are available in our Rates and Fees Schedule which forms part of the Terms and Conditions. Charges include:

The Rates and Fee Schedule is available on www.firstcreditunion.co.nz or from any First Credit Union branch.

Authorisations and Debit Holds

Purchases made using the Debit Card may result in First Credit Union holding the equivalent amount of funds in your account until the payment is processed by the merchant. Funds may be held up to a maximum of seven business days.

Merchants may also check the Card authenticity by requesting a hold for a nominal amount. This often occurs with hotels, airlines and online shopping merchants and will remain in place for the full 7 business days and may temporarily reduce the amount of available funds in the account. If authorisation was given for the purchase or payment, the balance on your account may be greater than the available funds in your account.

Joint Cardholders

If you and a joint cardholder each hold a Card on the same account, you are both bound by these conditions of use. You and any joint cardholder are also liable both jointly and severally for any amount owing to us on that joint account. This means that either of you may be required to pay the outstanding balance owed on the account.

We will accept instructions relating to the account from either joint cardholder.

A notice we send to one of you will count as notice to all of you.

Either of you may cancel your Cards provided that you notify us in writing and return both of them to us, cut in half.

Either of you may cancel one Card provided that you notify us in writing and return it to us, cut in half. Upon cancellation of one Card, the joint account will be frozen by First Credit Union so that neither of you will be able to use it. Each of you may apply for a new individual Card. Each of you will remain liable for all transactions initiated or charged to the cancelled account prior to cancellation, as well as any costs and expenses incurred after cancellation.

A joint cardholder must be at least 15 years old.

Terms and Conditions Set by Third Parties

In addition to the Terms and Conditions, the use of your Card in an EFTPOS terminal is subject to the conditions imposed from time to time by other financial institutions who are parties to any EFTPOS system.

Anti-money Laundering and Sanctions

You agree to provide all information to First Credit Union that First Credit Union requires in order to manage its anti-money-laundering and countering terrorism financing obligations, to manage its economic and trade sanctions risks and to comply with any laws, rules or regulations in New Zealand or any other country. You agree that First Credit Union may refuse to establish a business relationship with you, may be required to delay, defer, stop, charge back or refuse to process any transaction, or may terminate its business relationship with you at any time and without notice, if you fail to provide this information to First Credit Union in the manner and timeframe specified by First Credit Union.

You agree that First Credit Union may delay, defer, stop, charge back or refuse to process any transaction without incurring any liability if Westpac knows or suspects that:

- the transaction will or may breach any laws or regulations in New Zealand or any other country; or
- the transaction involves any person (natural, corporate or governmental) that is itself sanctioned or is connected, directly or indirectly, to any person (natural, corporate or governmental) that is sanctioned, under economic and trade sanctions imposed by any country.

For each transaction conducted using your account, you represent and warrant to First Credit Union that, to the best of your knowledge, information and belief at the time the transaction takes place, the transaction will not breach any laws or regulations in New Zealand or any other country relevant to the transaction.

Card Cancellation

First Credit Union may cancel your Card at any time or refuse to replace the Card after the expiry of the 'valid thru' date without prior notice. If you are notified that your Card has been cancelled, you are required to cut your Card in half and return it to First Credit Union.

You may cancel your Card at any time by notifying us in writing, cutting the Card in half and returning it to First Credit Union. You remain responsible for any transactions, fees, interest, collection charges, penalties and any other amounts incurred up to and including the date of cancellation until all monies outstanding have been paid in full.

Transaction Disputes

You are responsible for checking your statements, either by statement or regularly online, to ensure their accuracy and advising us of any mistakes, even if you are not at the address to which you have requested us to send statements. If you do not notify us of a disputed transaction within the time period stated below then the charge or record of the transaction will remain on your account.

If you dispute any transaction, you must notify us in writing within 60 days of date of the transaction, giving the following information:

- Your name and Card number,
- The amount and nature of the disputed transaction, attaching (if available) a copy of the transaction record or sales voucher in support of your case,
- Details of the EFTPOS terminal (if any) at which the disputed transaction occurred,
- Details of the website (if any) through which the disputed transaction was initiated,
- The date and approximate time (if known) on which the disputed transaction occurred, and
- Details of any formal complaint lodged with the Police.

Once you have notified us of the disputed transaction we will investigate the matter and acknowledge your complaint within five days. Failure to report the incorrect, invalid or unauthorised transaction within 60 days of the date of the transaction will mean we cannot reverse the transaction and you will have to pay for it.

Where it is established that an error did occur (whether it was the disputed transaction complained of, or not) it will be corrected, and you will be advised of any appropriate adjustments which will be made to your account in respect of credit charges and other charges.

If, as a result of our investigation, we believe the charge or transaction should remain, we will advise you setting out our reasons and service charge.

If you have followed First Credit Union's internal complaints procedure and you are still not satisfied with the outcome of the investigation, you may refer the matter to the Financial Services Complaints Limited.

In respect of disputes between merchants and cardholders, refer to the 'Card transaction requirements' section of these Conditions of Use.

Mastercard Identity Check

Please read these Terms and Conditions carefully before using Mastercard Identity Check service.

In this Agreement, we, us, or our refers to First Credit Union and you, your, or yours refers to the user of Mastercard Identity Check.

These Terms and Conditions supplements and is incorporated in our cardholder agreement(s) with you. In addition to these Terms and Conditions, Mastercard Identity Check is also subject to the First Credit Union Debit Card Terms and Conditions governing the card transactions for which Mastercard Identity Check is used.

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

Unless explicitly stated otherwise, any new features that augment, enhance or otherwise change Mastercard Identity Check shall be subject to these Terms and Conditions.

First Credit Union reserves the right at any time and from time to time to modify or discontinue, temporarily or permanently, Mastercard Identity Check (or any part thereof) with or without notice.

2. Description of Mastercard Identity Check

Mastercard Identity Check provides you with a way of increasing security in online and other transactions for which Mastercard Identity Check is used by reducing the chances of fraud for those transactions. Use of Mastercard Identity Check involves providing personal information to us, which is then used to confirm your identity in connection with future online transactions or other transactions for which Mastercard Identity Check is used. Mastercard Identity Check also may be used for record keeping and reporting purposes, as well as to help resolve any transaction disputes. Your Registration Data (as defined in clause 4a below) and other personal information is not shared with the merchant, as discussed in more detail in Section 3 below.

3. Cardholder Privacy

- a. The Mastercard Identity Check system stores your personal data (as defined in clause 4a below). Your Data (as defined in clause 4a below) will not be shared with online retail merchants or merchants in other transactions for which Mastercard Identity Check is used.
- b. You acknowledge and agree that Member Bank and CA Technologies may keep your Data on the Mastercard Identity Check system and also may disclose (including, but not limited to, disclosure to us) your Data (as defined in clause 4a below) if required to do so by Applicable Law (as defined in clause 5i below) in the good faith belief that such preservation or disclosure is permitted by Applicable Law (as defined in clause 5i below), or as reasonably necessary to (i) comply with legal process or (ii) enforce these Terms and Conditions.

- c. Personal Data (as defined in clause 4a below) and all personally identifying information about you is subject to the privacy policy set out on our website.
- 4. Cardholder Data
 - a. You agree to
 - i. provide true, accurate, current and complete information about yourself as prompted by Mastercard Identity Check and
 - ii. maintain and promptly update the 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 Data is untrue, inaccurate, not current or incomplete, we have the right to suspend, terminate, or refuse your current or future use of Mastercard Identity 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 First Credit Union Debit Card Terms and Conditions for a lost or stolen card or any unauthorised use of your passcode or other verification information, or any other breach of security. You acknowledge and agree that, except as otherwise provided by Applicable Law (as defined in clause 5i below) or in our cardholder agreement with you, First Credit Union shall be liable for any loss or damage arising from your failure to comply with these Terms and Conditions.
- 5. Your Conduct
 - You agree not to:
 - a. impersonate any person or entity using Mastercard Identity 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 Identity Check;
 - c. spam or flood the Mastercard Identity Check Website or service;
 - d. modify, adapt, sub-license, translate, sell, reverse engineer, decompile or disassemble any portion of the Mastercard Identity Check Website or service or the software used in connection with Mastercard Identity Check;
 - e. remove any copyright, trademark, or other proprietary rights notices contained in Mastercard Identity Check;
 - f. "frame" or "mirror" any part of the Mastercard Identity 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 Identity Check Website or service or its contents;

- h. otherwise interfere with, or disrupt, Mastercard Identity Check or servers or networks connected to Mastercard Identity Check, or violate these Terms and Conditions or any requirements, procedures, policies or regulations of Mastercard Identity Check or of any networks connected to Mastercard Identity Check; or
 - i. intentionally or unintentionally violate any applicable local, national or international statute, regulation, regulatory guideline or judicial or administrative interpretation, or any rule or requirement established by Mastercard (all of which shall constitute Applicable Law) in connection with your use of Mastercard Identity Check.
6. Liability
- a. You agree that First Credit Union shall not be liable to you or to any third party for any modification, suspension or discontinuance of Mastercard Identity Check.
 - b. Under no circumstances will we be liable for consequential, incidental, special or indirect losses or other damages, such as any damage to your computer or telephone service resulting from your use of Mastercard Identity Check.

7. Dealings with Merchants

Your correspondence or business dealings with, or participation in promotions of, online retail or other merchants on or through Mastercard Identity 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 such merchant. You agree that, except as otherwise provided by Applicable Law or in our cardholder agreement with you, 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 Identity Check does not, in any way, indicate that we recommend or endorse any merchant, regardless of whether the merchant participates in Mastercard Identity Check. For example, Mastercard Identity Check does not verify the identity of the merchant or the quality of the merchant's goods or services.

8. Disclaimer of Warranties

You expressly understand and agree that any software obtained through the use of Mastercard Identity 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 Identity Check.

9. Notice

Notices to you may be made via either email or regular mail to any address in your Personal Data or other information that you have provided to us in connection with any of your accounts with us, or your debit cards (or credit cards) issued or otherwise provided by us.

10. Age and Responsibility

You represent that you are at least 18 (eighteen) years of age by using the Mastercard Identity 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 Identity Check. You understand that, you are financially responsible for all uses of Mastercard Identity Check.

Privacy

First Credit Union is committed to your privacy and has a Privacy Policy which explains how we collect, store, protect and use your personal information. The First Credit Union Privacy Policy is available at any branch or online at www.firstcreditunion.co.nz. Your continuing use of the Card is an acceptance of our Privacy Policy.

Variation of Conditions of Use

We reserve the right to vary these Conditions of Use.

Examples of when we may exercise this right include:

- First Credit Union's legal or regulatory requirements change;
- to allow us to respond to market changes;
- to reflect improvements to the product and/or service; or
- to enable changes that are reasonably necessary for our other legitimate business purposes.

Notice of any such changes shall be given at least 14 days in advance in accordance with the Code of Banking Practice. The Code of Banking Practice is available online at nzba.org.nz. The exercise of any power to vary an interest rate or fee is not a change to these conditions of use for the purposes of this clause.

Exercise of First Credit Union's discretion

When we exercise discretion under these conditions of use we will do so in a reasonable and consistent way. We have provided some examples in this document of when we may exercise a discretion.

Notice of any changes to these conditions will be given in at least one of the following ways:

- Direct communication to you (letter or electronic communication); or
- By message in Internet Banking;
- Notices in our branches;
- By notice on our website; or
- Statements in the media (including public notices).

Effective Date May 2020

Don't be a stranger Keep in touch



Visit one of our branches



Call us 07 834 4810



Visit [firstcu.co.nz](https://www.firstcu.co.nz)



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