

Latitude Service Centre

Terms and Conditions (New Zealand)

Effective as at July 2024.

The Latitude Service Centre allows you to access a number of *Services* for your *Accounts* on compatible internet browsers. This document sets out the terms and conditions for use of the Latitude Service Centre (the “*Terms and Conditions*”).

Please read this document carefully. Your access and use of the Latitude Service Centre 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 Service Centre or these *Terms and Conditions*, simply contact us by:

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

Registering for the Latitude Service Centre will also allow you access to the *Latitude Mobile App*. The terms and conditions that apply to use of the *Latitude Mobile App* can be viewed online at <https://mobile.assets.latitudefinancial.com/mobile-apps/terms-and-conditions/nz-latitude-mobile-app.pdf> and your access and use of the *Latitude Mobile App* signifies your acceptance to be bound by those terms and conditions.

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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 Service Centre.
- 1.2 These *Terms and Conditions* are in addition to:
 - a) the terms and conditions (sometimes known as the Conditions of Use) that apply to any *Account* linked to the Latitude Service Centre; and
 - b) the terms and conditions that apply to use of 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 Service Centre

- 2.1 The Latitude Service Centre is free to use however your internet or network provider charges you for accessing the internet.
- 2.2 We may change or withdraw the Latitude Service Centre at any time without prior notice.
- 2.3 *Services* offered through the Latitude Service Centre may not be available at all times.
- 2.4 The Latitude Service Centre may be unavailable due to scheduled outages or due to factors beyond *our* control, such as your internet connection.
- 2.5 The availability and performance of the Latitude Service Centre may vary depending on your device, internet or network provider, browser or browser settings/extensions (e.g. pop-up blockers, script blockers, cookie settings, etc.).

3 Accepting these Terms and Conditions

- 3.1 If we agree to provide you with access to the Latitude Service Centre and you do not already have a *Latitude ID*, you will be taken to have accepted these *Terms and Conditions* when you register for a Latitude Service Centre account (refer to clause 5).
- 3.2 If we agree to provide you with access to the Latitude Service Centre and you already have a *Latitude ID*, you will be taken to have accepted these *Terms and Conditions* when you first log in to the Latitude Service Centre.
- 3.3 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 Service Centre 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);
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);
Australian Terms and Conditions	means the Latitude Service Centre Terms and Conditions (Australia), as amended from time to time, available to be viewed online at https://servicecentre.latitudefinancial.com/resources/au-latitude-service-centre.pdf
Debit Card Authority	means a written, verbal or online request between <i>us</i> and you to debit funds from your debit card account held at your financial institution.
IMEI	means International Mobile Equipment Identity.
Latitude ID	your email address used to register for a Latitude Service Centre or Latitude Mobile App.
Latitude Mobile App	Means the Latitude Mobile App that allows you to access a number of <i>Services</i> for your <i>Accounts</i> on compatible mobile phones and tablet devices.
Service	means the functionality and content of the Latitude Service Centre.
SMS	means the short message service protocol facilitated by telecommunications providers.
Temporary card lock	Means the functionality described in clause 0.
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 Service Centre.
We, us, our	means Latitude Financial Services Limited.

5 Initial access to the Latitude Service Centre

- 5.1 To access the Latitude Service Centre, you will need to have a *Latitude ID* (by previously registering for *Latitude Mobile App* account) or you will need to register for a Latitude Service Centre account.

Note: The email address used as your *Latitude ID* needs to be the same for both the *Latitude Service Centre* and the *Latitude Mobile App*.

- 5.2 To register for a Latitude Service Centre 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 may 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.

- 5.4 When initially accessing the Latitude Service Centre you have the option to link your eligible *Account(s)*. This requires you to provide your date of birth for matching purposes, see clause 6.

Note: Providing your date of birth is optional. If you do not provide it we will be unable to automatically link any *Account(s)* you have.

6 Linking Accounts to your Latitude Service Centre account

- 6.1 Linking your *Account(s)* can be done during the process of registering for the Latitude Service Centre (see clause 5.4) or can be completed later by providing your date of birth and the account/card number of the *Account* you wish to link for credit cards.

Note: If you have already linked your Account in the Latitude Mobile App it will also be linked in the Latitude Service Centre.

- 6.2 We will verify your identity when we do this and require that your mobile phone number and email address are 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 Service Centre

- 7.1 You agree that *we* may send you single use codes via SMS or email, from time to time and at *our* discretion, to a mobile number or email address registered with us to authenticate and permit any access to the Latitude Service Centre or any of the *Services*.
- 7.2 To receive any SMS message or code we may send you, your current mobile phone number must be accessible via your mobile carrier's network in the country of residence recorded on your Account. We will only send SMS messages to phone numbers in Australia or New Zealand. If you are travelling and you wish to receive SMS messages from us, you must turn on global roaming.
- 7.3 You are responsible for any charges imposed by your telecommunications carrier when using the Latitude Service Centre, including call, SMS, roaming, data and internet access fees and charges.
- 7.4 You may access the Latitude Service Centre from several devices. However, for enhanced security, we may collect the unique identifier of each device (for example the IMEI of a mobile phone) accessing the Latitude Service Centre.

Signing in using passwords

- 7.5 You agree that any person who supplies us with your Latitude ID and password will be allowed access to your Latitude Service Centre account.

Signing in from the Latitude App

- 7.6 Certain features, such as Balance Transfer, are only available on the Latitude Service Centre (LSC). However, access to some of those LSC-only features can be initiated from the Latitude App. If you attempt to access one of those features from the Latitude App, you will be required to authenticate yourself again with a code sent to you via SMS or, if SMS is not available to us, by email.

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 Service Centre.

- 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 Service Centre and failures may temporarily restrict your access.

9 What can be done using the Latitude Service Centre

9.1 The following *Services* are available in the Latitude Service Centre:

- a) checking your *Account* balances;
- b) reviewing your most recent *Account* transactions;
- c) dispute a transaction;
- d) viewing information on *Account* payment options;
- e) viewing a payout figure for credit cards;
- f) accessing your monthly statements and setting your delivery preference;
- g) administering your card (for example, activation, temporary card lock and PIN);
- h) setting up a once-off *Debit Card Authority* to make a payment for credit cards, where we have approved this as an *Account* payment option;
- i) administering additional cards issued on your account (activation and PIN only);
- j) updating your contact details for credit cards (address, email address and phone number);
- k) requesting some letters (for example, an account closure letter);
- l) requesting account closure or credit limit increases and decreases; and
- m) balance transfers from a third-party credit card account to Latitude credit card accounts that offer that capability; and
- n) managing payment notifications.

9.2 Information about your *Account* obtained from the Latitude Service Centre will reflect the current status of your *Account* on our systems at the time you access the service, 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 Service Centre at any time without prior notice to you.

10 Limitation of liability

- 10.1 Your access to and use of the Latitude Service Centre 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 Service Centre, 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 Service Centre.

11 Suspension or termination

- 11.1 We may suspend or terminate your right to access the Latitude Service Centre at any time, without prior notice and with immediate effect. Reasons for suspending or terminating your right to access may include:
- a) if we suspect that you, or someone acting on your behalf, is being fraudulent;
 - b) if the service is being misused or used inappropriately by you or another person acting on your behalf;
 - c) if we believe the *Latitude ID* or password is being misused or is likely to be misused;
 - d) for reasons of security or quality of the Latitude Service Centre;
 - e) to prevent loss to you or us;
 - f) if we believe you gave us false or misleading information to open your *Account* or gain access to the Latitude Service Centre;
 - g) if you are in default under your *Account* with us;
 - h) your *Account* is closed;
 - i) if we do not recognise the unique identifier of the device used to access the Latitude Service Centre;
 - j) you have not accessed your Latitude Service Centre account for at least 12 months; or
 - k) if we believe that your account or your right to access the service has been or is being used to further a crime.

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* or password.

General requirements

- 12.2 You must inform *us* immediately if your *Latitude ID* or password has been misused, lost or stolen by calling *us* on 0800 321 001.

- 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:

- a) voluntarily disclose details of your *Latitude ID* or password to anyone, including a family member or friend;
- b) keep a written record of your *Latitude ID* or password on one or more articles liable to be lost or stolen simultaneously, without making a reasonable attempt to protect the security of information.
- c) record your password on a device, computer, mobile phone or table device;
- d) write or record your password on anything carried on or with your device, computer, 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

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

- 12.5 You agree you will:

- a) promptly update, and keep updated, the operating system and security software (including if available antivirus, antimalware, antispymware and firewall software) of your device, computer, mobile phone or tablet device when released;
- b) only install approved applications on your mobile phone or tablet device and do not install programs or mechanisms on your device, computer, mobile phone or tablet capable of recording your access details or your activity in the Latitude Service Centre; and
- c) not access the Latitude Service Centre from devices, computers, mobile phones or tablets you are not familiar with and avoid accessing the Latitude Service Centre from free or public Wi-Fi.

- d) not override the software lockdown on your device, computer, 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:
 - a) use a combination of numbers, letters and special characters, including uppercase and lowercase in your password;
 - b) change your password regularly; and
 - c) change your password immediately and call us if your password has been compromised.
- 12.9 You must not select a password that includes:
 - a) numeric characters which represents your birth date; or
 - b) alphabetic characters that are a recognisable part of your name.

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):
 - a) imposing or increasing charges related to use of the Latitude Service Centre or any *Services* within the Latitude Service Centre;
 - b) increasing your liability for losses related to transactions using the Latitude Service Centre; or
 - c) imposing, removing or adjusting a daily or other periodic transaction limit applicable to the use of the Latitude Service Centre.
- 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 Service Centre, 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:

- a) by emailing the notice or other document to your email address; or
- b) by making the notice or other document available for a reasonable period of time on the Latitude Service Centre for retrieval by you when you next access your Latitude Service Centre account and sending you an email that it is available; or
- c) by notice within the Latitude Service Centre that is displayed when you next access your Latitude Service Centre; or
- d) 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://servicecentre.latitudedefinancial.com/resources/nz-latitude-service-centre.pdf>

15 Privacy and confidentiality

15.1 To evaluate the effectiveness of the Latitude Service Centre, we may collect statistical data on access and usage (e.g. dates used, operating system, browser, IP, 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.

17 Liability for unauthorised transactions

- 17.1 This clause only applies to transactions that are completed through the Latitude Service Centre.

Note: The terms and conditions applying to any *Account* will explain your liability for unauthorised transactions that are completed using other access methods (for example, by using a card).

Your liability for unauthorised transactions

- 17.2 You are not liable for losses resulting from unauthorised transactions:
- a) caused by fraudulent or negligent conduct by *us*, a supplier or company involved in networking arrangements (including the employees or agents of such organisations); or
 - b) relating to a forged, faulty, expired or cancelled *Latitude ID* or password; or
 - c) that arises from transactions that require the use of a *Latitude ID*, before that *Latitude ID* has been received or selected (as applicable) by you;
 - d) caused by the same transaction being incorrectly debited more than once to the account; or
 - e) occurring after *we* are notified that a *Latitude ID* has been misused, lost or stolen, or that security of a password has been breached; or
 - f) where it is clear that any cardholder has not contributed to such losses; or
 - g) to the extent that *we* are able to recover amounts by exercising any relevant rights *we* have against a supplier.
- 17.3 Subject to clause 17.2 and 17.4, you are liable for losses resulting from unauthorised transactions where any cardholder has contributed to the losses:
- a) through fraud or a breach of the requirements in clause 12; or
 - b) through unreasonably delaying notifying *us* of the misuse, loss or theft of a *Latitude ID* or the breach of security of a password.

If clause 17.3(b) applies, you are liable for losses from the time when a cardholder becomes aware (or, in the case of loss or theft, should reasonably become aware) of the misuse, loss or theft, until *we* are notified that a *Latitude ID* has been misused, lost or stolen, or that security of a password has been breached.

- 17.4 You are not liable under clause 17.3 for:

- a) that portion of losses incurred on any one day which exceeds any applicable daily transaction limits notified to you; and
- b) that portion of the losses incurred in a period which exceeds any other periodic transaction limits applicable to that period notified to you; and
- c) that portion of the total losses incurred on the account which exceeds the credit limit.

18 Temporary card lock

Note: *Temporary card lock* is only applicable to credit cards.

18.1 The Temporary card lock facility allows you to temporarily block most transactions on your own card (for example, while you search for your misplaced card).

Note: *Temporary card lock* does not report your card as misused, lost or stolen, see clause 18.9.

18.2 The *Temporary card lock*:

- a) is not available on additional cardholder's cards or any other cardholder's card other than your own;
- b) may not be available if your *Account* or card is closed, expired, blocked, suspended or cancelled;
- c) is separate to any other restriction or block applied to your *Account* or card for any other purpose, and removing the *Temporary card lock* does not affect such other restrictions or blocks; and
- d) settings on your existing card may be carried over to a replacement card (for example, if your current card expires and you activate a replacement card, it may have a *Temporary card lock* applied).

18.3 Adding or removing a Temporary card lock generally takes effect straight away.

Impact on transactions

18.4 We use reasonable efforts to block a transaction when we receive a request for authorisation from a merchant however there are certain circumstances when the Temporary card lock may not operate to block some transactions.

18.5 The Temporary card lock will generally block the following transactions for your card:

- a) transactions using the physical card attempted at both domestic and overseas point of sale terminals, including contactless (for example, payWave or Tap and go);
- b) transactions using the card details (for example, online, over the phone or mail order transactions);
- c) digital wallet transactions (for example, Apple Pay, Google Pay or Samsung Pay);
- d) promotional offers at retailers (for example, an interest free or buy now pay later purchase from a retailer both online or in-store); and

- e) cash withdrawal transactions attempted at both domestic and overseas ATMs.

Important: See clause 18.7 for how the *Temporary card lock* may affect recurring or instalment transactions paid from your card.

18.6 The *Temporary card lock* will generally not block the following transactions for your card:

- a) payments to your *Account* (for example if you pay your *Account* by BPAY or direct debit);
- b) refunds or other credits to your card;
- c) transactions not sent for authorisation; and
- d) transactions made when our, the card network's (for example, Visa or Mastercard) or a merchant's, computer or telecommunications systems are interrupted, unavailable or offline for any reason.

Important: See clause 18.7 for how the *Temporary card lock* may affect recurring or instalment transactions paid from your card.

18.7 The *Temporary card lock* may block some but not all existing recurring or instalment transactions paid from your card (for example, regular bills or subscriptions paid from your card automatically).

- a) If you want to temporarily stop a recurring or instalment transaction, you must contact the merchant directly.
- b) If you do not want to risk a recurring or instalment transaction being blocked, you should contact the merchant directly and arrange an alternative payment method for transactions due while the *Temporary card lock* is applied.

Your obligations

18.8 You should always monitor all transactions on your *Account*, but it is more important if you have misplaced your card.

18.9 A *Temporary card lock* does not report your card as misused, lost or stolen. If:

- a) your card or PIN has been misused, lost or stolen;
- b) you suspect an unauthorised transaction has been made on your *Account*;
- c) you are unable to find your misplaced card quickly; or

- d) your card was found in a location where others could have accessed the card or the card number, you must as soon as possible report that in accordance with the terms and conditions applying to your *Account*.

Important: Unreasonable delays in reporting a card or PIN misused, lost or stolen may mean you are liable for losses resulting from any unauthorised transactions.

Liability

18.10 Without limiting clauses 10 and 17, or any other relevant liability terms and conditions applying to your *Account*, we are not liable for any loss suffered by you because:

- a) a transaction is charged to your card despite the *Temporary card lock*; or
- b) a transaction is unable to be charged to your card due to the *Temporary card lock*.