

### Catholic Development Fund

122 Barbadoes Street, Christchurch. PO Box 4544, Christchurch 8140

Telephone: 03 366 9869 [cdf@chch.catholic.org.nz](mailto:cdf@chch.catholic.org.nz)

### ORGANISATION

New Authority

OR

Alteration to Existing Authority

**CLIENT NUMBER** \_\_\_\_\_

NAME OF ACCOUNT	
I/We (full name/s)	
Being (position/s)	
Address & Daytime Telephone	
Email Address	

*I/We have read and acknowledge the Terms and Conditions of CDF Online, outlined in pages 2-6 of this document, and apply for access to our accounts through the CDF Online service.*

*I/We acknowledge that anyone who has access to the Passwords may be able to access information on these accounts and it is the responsibility of the undersigned to protect the Passwords and not disclose them to anyone else.*

*I/We will inform CDF immediately if there is any suspicion that the security of the Passwords has been breached.*

*I/We will advise the CDF immediately of any changes to the online authority.*

#### Details of accounts to be linked to CDF Online and mode of operation of the accounts through CDF Online

	Type of CDF Account(s)	Client Number, Account Type & Number <i>(Eg - Client No: 200123, Suffix &amp; No: S28)</i>
1		
2		
3		
4		
5		

#### Authority to Operate:

I/We hereby request CDF issue a CDF Online Password together with access capabilities to the following persons:

Full Name & Daytime Telephone Number	Date of Birth	Position <i>(eg), Principal, Secretary , Treasurer</i>	Accounts to be Accessed	Access Level	
				Full Access	Enquiry Only

Authorised Account Signatory (PRINCIPAL/OTHER ) \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

Authorised Account Signatory (OTHER) \_\_\_\_\_ Date \_\_\_\_/\_\_\_\_/\_\_\_\_

This authority must be signed in terms of the Authority to operate held by the CDF. This authority for linking accounts to CDF Online will be held with other authorities to operate on accounts.

**Please complete and return to CDF, PO Box 4544, Christchurch 8140**

# Catholic Development Fund - CDF Online

## Terms and Conditions of Use

### These Terms and Conditions of Use are Important

These Terms and Conditions of Use form a legal contract between you and us in relation to your use of CDF Online and it is **important** that you read and understand them before posting us your completed and signed registration form (*APPLICATION FOR CDF ONLINE INTERNET ACCESS*). These Terms and Conditions of Use specify:

- ❖ **Your authorisation (mandate) to us to process transactions on your accounts when electronic instructions are received using CDF Online;**
- ❖ **Your obligations, rights and responsibilities when using CDF Online;**
- ❖ **Our obligations, rights and responsibilities in relation to the provision of CDF Online services;**
- ❖ **The extent of your potential liability for loss using CDF Online;**
- ❖ **Other important matters including privacy, termination of access to CDF Online, amendments to CDF Online services and these Terms and Conditions of Use and how you may receive notices.**

### Terminology

- "You" and "your" means the client identified on the registration form by name and client number
- "We" and "us" means the Catholic Development Fund (CDF).
- "Available Funds" means the amount of funds you are currently able to withdraw. It may include overdraft or credit facilities and may include uncleared funds (eg electronic deposits).
- "Electronic payment" means either an external transfer, a tax payment, or a future payment.
- "Payment Date" means the date selected by you for the electronic payment to be made.

### Use of CDF Online

You acknowledge that use of your login and password provide sufficient authority for us to process transactions on your accounts. We may act on this authority and are not obliged to make further enquiries. You agree that you will not use CDF Online for any purpose other than to carry out your online transactions and enquiries available through CDF Online.

### Access to Accounts and Availability of CDF Online

You can access and transact on all accounts on which you are the account owner (that is, all accounts associated with your Client Number) and are authorised to act alone. You can access, for viewing purposes only, any accounts associated with your Client Number. CDF Online is generally available 24 hours, 365 days a year, excepting any necessary downtime to allow for maintenance of the system and excepting any notified closures (such as Christmas / New Year period)

### Your Obligations

You agree you will not:

- ❖ Choose a password that is easily able to be guessed or identified as relating to you, or is an obvious combination of letters and numbers (e.g. sequential numbers, birth date, etc);
- ❖ Make your password known to any other person;
- ❖ Keep any record of your password in a form that it can be readily identified;
- ❖ Store the password anywhere, in written or electronic form;
- ❖ Choose a password that is directly related to information that can be easily identified;
- ❖ Leave your computer unattended and left logged into CDF Online.

You agree to ensure all information provided to us in relation to your CDF Online transactions is accurate.

### **Disclosed Password**

It is your responsibility to safeguard your password and commit your password to memory, to guard against the possibility that others may use your password to gain unauthorised access to CDF Online. You must change your password regularly using the 'Change Password' link within CDF Online. Our recommendation is that you do this at least every three months.

If any record containing your password is lost or stolen or your password becomes known to anyone other than yourself, you must immediately notify the CDF. You must also notify us in writing of this. You can reapply for a new password from us. You must then telephone us to verify your identity. We will perform some security checks before the new password will become active. **CDF Christchurch clients please call 03 366 9869 or 0800 403 863. CDF Wellington clients please call 04 496 1733 or 0800 4 233 233.**

### **Your Liability**

You will be liable for all loss, including loss suffered by other persons, if you act fraudulently, either alone or together with any other person.

You may be liable for some or all loss arising from any such security breach, including loss arising from unauthorised transactions, whether occurring before or after notification, if you have caused or contributed to that loss, for example by failing to comply with any of these Terms and Conditions of Use and in particular, the conditions relating to passwords.

Your liability will not exceed:

- ❖ That portion of the total losses incurred on each day that exceeds any transaction limit applicable on the relevant account(s);
- ❖ Losses incurred that exceed the balance of your relevant account(s) including any pre-arranged overdraft facility.

You will not be liable for:

- ❖ Fraudulent or negligent conduct by our employees or agents;
- ❖ Faults that occur in our CDF Online systems or software, unless the faults are obvious or advised by message or notice on display;
- ❖ Unauthorised transactions occurring before you have been registered;
- ❖ Any other unauthorised transaction where you could not have contributed to the loss; or
- ❖ Any loss occurring prior to notification where you have not caused or contributed to the loss.

If you promptly report any actual or possible security breach, including, for example disclosure of your password or failure to take reasonable steps to prevent it being disclosed, you will not be liable for loss occurring after notification unless you have caused or contributed to the loss.

You agree to give us all available information as to the circumstances of any actual or possible password disclosure or unauthorised use of your PC. In addition, you agree to assist the CDF to recover unauthorised amounts withdrawn or paid from any of your accounts or otherwise transferred to or from any account.

### **Your Indemnity to us**

You agree to indemnify and hold us harmless for any loss or damage suffered by us, our clients or a third party or for any claim or action which may be brought against us by a client or third party which results from your misuse of CDF Online. This includes any failure by you to ensure that steps are taken to prevent unauthorised use of CDF Online.

You acknowledge that any unauthorised reproduction by you of any proprietary information provided or available via CDF Online or any portion of it may result in legal action being taken.

## Electronic Payments

These provisions form part of the CDF Online Terms and Conditions of Use.

When you create an electronic payment, you are authorising us to debit your account on the Payment Date with the amount to be paid to the other party.

You can create an external transfer to be paid on the same day, or a future payment on a future date. Future payments due on the same day will be paid in the order in which you entered them. External transfers and future payments are subject to sufficient available funds in your account at 3:30pm on the Payment Date. If there are insufficient funds, the payment will not be made.

If your Payment Date falls on a non-business day the payment will be processed on the following business day.

Deposits to your account, used to create an electronic payment, that are subsequently dishonoured may be debited back to your account.

You will need to know information such as the other party's bank account number when setting up some forms of electronic payment. You will be solely responsible for ensuring that the information you provide to us, including the other party's bank account number, is accurate. We accept no responsibility or liability if that information is wrong.

Payments made before 3:30pm on business days are processed by the CDF that day. Those made after 3:30pm are processed by the CDF the next business day. However, it may take longer for some organisations to reconcile your electronic payment against your account.

Electronic payments are irrevocable by you and cannot be stopped, cancelled or altered once your electronic payment has been processed. You must advise us immediately if any incorrect electronic payment information is shown on your bank statement.

If your electronic payment instructions are given for business purposes, to the extent allowed by law, the provisions of the Consumer Guarantees Act 1993 will not apply. We accept no responsibility or liability (subject to our obligations (if any) under the Consumer Guarantees Act 1993) for:

- ❖ Any refusal or omission to make payments; or
- ❖ Late payments or omission to follow your electronic payment instructions; or
- ❖ The accuracy of information you provide when setting up an electronic payment, including account numbers; or
- ❖ Electronic payments made in accordance with your electronic payment instructions.

You are solely responsible for making arrangements in relation to any payment if an electronic payment is not made on the Payment Date for any reason.

We may, in our absolute discretion:

- ❖ Determine the order or priority of payment by us of any monies under an electronic payment, or any other authority, or transfer instruction which you have given, or may give, or any cheque which you have issued, or may issue; or
- ❖ Refuse to make any one or more electronic payments where there are insufficient available funds in your account or otherwise; or
- ❖ Terminate your electronic payment instructions, or reduce any electronic payment amount for any reason and at any time whatsoever, without giving you notice.

Any electronic payment instructions that you give us are subject to any arrangements between you and us in relation to your account, now or in the future. You also agree that your electronic payment instructions will remain in force and effect in relation to all electronic payments made in good faith

despite your death or bankruptcy or any other revocation of your electronic payment instructions, until we have received notice of that revocation.

An electronic payment must not exceed your transaction limit for that payment type. If you wish to discuss increasing your transaction limit or disabling access for any electronic payment type, please contact the CDF.

### **Our Obligations**

We will endeavour to provide a secure system within which you can carry out your online transactions and retrieve personal account information, so long as your web browser supports 128-bit encryption.

We will endeavour to ensure that online payment transactions are processed, so long as there are sufficient available funds in your account. We will also endeavour to process your CDF Online transactions within the following timeframes:

- ❖ Transactions made before 3:30pm on a business day, on that day;
- ❖ Transactions made after 3:30pm, or on a non-business day, on the next business day.

However, to the extent permitted by law, we will not be liable for any refusal or omission to follow instructions or make any such payments or any other failure to fulfil our obligations, due to causes beyond our reasonable control (including, without limitation, the failure or default of any third party network provider or any system not owned or directly controlled by us, or any other electronic, telecommunications, power or computer processing failure).

### **Withdrawal of Service**

We may at any time with reasonable notice withdraw your access to CDF Online. We may suspend or withdraw your access to CDF Online at any time without prior notice if:

- ❖ You breach any of these Terms and Conditions of Use;
- ❖ We learn of your death, bankruptcy or lack of legal capacity, or that you have committed an act of bankruptcy, or that a bankruptcy petition has been presented against you;
- ❖ There are insufficient available funds to cover payments or payment instructions given;
- ❖ You have acted fraudulently; or
- ❖ We consider we have other reasonable grounds to do so.

You may at any time cancel your access to CDF Online by contacting the CDF.

### **Changes to CDF Online Services plus Terms and Conditions of Use**

We may at any time modify, add to or delete:

- ❖ Any of the CDF Online services; or
- ❖ Any of these Terms and Conditions of Use.

We will give you 14 days notice of such changes, except for interest rates and other variations that are subject to market fluctuations and may be varied at any time.

Notice of changes to the CDF Online Services or these Terms and Conditions of Use will be given on our website prior to those changes taking effect.

### **Fees and Charges**

No fees are charged for this online service.

### **Use of Information**

Your transactions and other personal information are held within a secure server environment at the Catholic Development Fund. Usage information (which is not intended to identify individuals) is recorded by us for site management and security purposes.

Any personal information you transmit to us or which is held by us will only be used to process your transactions.

You have the right to access and correct personal information held by us about you.

In addition:

- ❖ You are responsible for the accuracy and content of all information contained in your messages;
- ❖ To the extent permitted by law, we are not liable for any loss or damage you or any other person may suffer arising from any act or omission by us in relation to your message.

## **Other Matters**

### **Notices**

We may notify you of termination or suspension of your access to CDF Online or any other matter, in writing or by telephone.

We may notify you of amendments to these Terms and Conditions of Use or CDF Online services by any of the following means:

- ❖ Posting information on our website;
- ❖ Notice at the CDF office;
- ❖ Public notice;
- ❖ Written notice to you.

### **Waiver**

In relation to these Terms and Conditions of Use, no delay or failure to act will be construed as a waiver of or in any way prejudice, any of our rights. No waiver will be effective unless it is in writing. A waiver of a breach will not waive any other breach.

### **Severability**

If any of these Terms and Conditions of Use is held to be invalid, illegal or unenforceable, that Condition will be severed and the remaining Terms and Conditions of Use will be enforceable.

### **Governing Law**

These Terms and Conditions of Use and the contract between you and us arising out of your registration to use CDF Online are governed by New Zealand law and New Zealand courts have jurisdiction.

If there is a conflict or ambiguity between the information contained on this website and the Terms and Conditions of CDF On-line, then unless otherwise stated, the terms of the Terms and Conditions of CDF On-line shall prevail.