

## **Customer Authority to Disclose Information**

Xero Limited



To: The Manager

ASB Bank Limited Branch

- 1. I/We hereby authorise the Bank to disclose my/our historical transactional bank account data relating to the account(s) designated below ("Data") by daily electronic file (or such other method as the Bank agrees) to Xero Limited ("Xero Limited").
- 2. I/We understand that Xero Limited will then make my/our Data available to me/us or my/our advisors via a secure web site.

Bank	Branch	Account No.	Suffix	Organisation Name
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- 3. I/We understand and agree that:
  - i. No agency, partnership, joint venture or any other type of similar relationship exists between the Bank and Xero Limited and the Bank accepts no responsibility for the actions, omissions, fraud or negligence of Xero Limited, my/our advisors or any other third party; and
  - ii. Neither the Bank nor Xero Limited will, subject to any prohibition or limitation imposed by law, be liable for delays, nonperformance, failure to perform, processing errors or any other matter or thing arising out of this authority or any agreement between the Bank and Xero Limited, or which the Bank or Xero Limited may have with me/us or my/our advisors and which occur for reasons beyond the control of respectively the Bank or Xero Limited, as the case may be, nor will any liability of the Bank and/or Xero Limited (whether jointly, severally or jointly and severally) include or extend to any special or consequential loss or damage suffered by me/us.
- 4. I/We acknowledge that:
  - i. It is Xero Limited's responsibility to keep any logon identity and passwords secure which the Bank provides to it;
  - ii. The Bank will not be liable for my/our reliance on any information supplied to Xero Limited and/or my/our advisors or any failure of the Bank to provide information to Xero Limited;
  - iii. The Bank may decide in its sole discretion, on any grounds it thinks fit and, without rendering the Bank/Supplier or Xero Limited liable in any way, to discontinue the provision of the Data to Xero Limited pursuant to this authority by written notice;
  - Any revocation of this authority by me/us will not take effect until 48 hours after written notice of the revocation is received by the Bank from me/us;
  - v. The Bank may vary the terms and conditions under which is supplies information pursuant to this authority by written notice to me/us;
  - vi. The liability (if any) of the Bank and Xero Limited arising out of this authority is several and that neither party is jointly liable for the actions, omissions, fraud, or negligence of each other; and
  - vii. Xero Limited and the Bank's liability for the breach of any warranty implied by the Consumer Guarantees Act (if information is supplied for the purposes of a business, the Consumer Guarantees Act will not apply) or any relevant legislation in supplying the information will be, to the extent permitted by law, limited to supplying the services again; or the payment of the cost of having the services supplied again, the choice to be at the option of the Bank or Xero Limited as applicable.
- 5. This Authority is only valid from the date it's received by the Bank and signed by the authorised signatory/signatories of the designated bank accounts.

Authorised Signatory	Authorised Signatory
Print Name	Print Name

## To: Xero Limited

I/We request Xero Limited to forward Data received from the Bank via the Xero Limited service to my/our advisor(s) as listed below:

Name of Advisor	
Address	

## Bank Use Only

Processed by:

Checked by:

Date: