

## **ANZ with Android Pay Terms and Conditions**

Version: 1.0

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### **1. These terms**

You agree with ANZ to these terms by:

- adding an ANZ Card for use in Android Pay on your eligible Android Device, or
- allowing another cardholder to add an ANZ Card linked to your account for use in Android Pay on their Android Device.

These terms apply in addition to the Account Terms associated with each ANZ Card. References in the Account Terms to Mobile Banking include use of Android Pay in relation to an ANZ Card. Where inconsistent with the Account Terms, these terms apply.

It is important that you read these terms and the Account Terms together.

### **2. Adding and removing an ANZ Card**

You can add an ANZ Card to Android Pay on your eligible Android Device and any Additional Cardholder can add an ANZ Card to the Additional Cardholder's eligible Android Device, provided that:

- we can verify you or the Additional Cardholder's identity;
- if you are not the sole account holder, each account holder has agreed to the ANZ Card being added to the relevant cardholder's eligible Android Pay Device; and
- the account is in good standing.

You can remove an ANZ Card linked to your account from Android Pay at any time and an Additional Cardholder can remove their ANZ card from Android Pay at any time.

Instructions on how to add an ANZ Card to Android Pay, or remove one, are set out at [www.anz.com](http://www.anz.com)

### **3. Using your ANZ Card with Android Pay**

Once an ANZ Card is added to Android Pay, the cardholder can use Android Pay to authorise transactions on an account. This is done by using the relevant Android Device in place of an ANZ Card at a contactless payment terminal for in person point of sale transactions or by using the ANZ Card to pay with Android Pay in an application on an Android Device. Depending on the value of the transaction, transactions in applications may require the Android Device to be unlocked prior to making the transaction, and contactless payment terminals may require:

- the cardholder to enter the ANZ Card PIN; or
- the cardholder to have unlocked the phone at a point prior to attempting a transaction; or
- the cardholder to awaken the Android Device (for some Android Devices, carrier specific software settings may override Android Pay settings so that you may need to unlock your phone to make a transaction).

You must have selected Android Pay as the default tap & pay application on your Android Device's settings to make transactions on your account with Android Pay. You must have your ANZ Card selected as your default card within Android Pay in order for Android Pay to use that ANZ Card in making a transaction. If Android Pay is the default tap & pay application on your Android Device's settings, you may only be able to pay using Android Pay despite another tap & pay application being open at the time you tap your Android Device at the contactless payment terminal. Android Pay may not work when the Android Device is not within range of a cellular or wireless internet connection and if the Android Device has not had a cellular or wireless internet connection for an extended period of time there may be a delay in time before Android Pay works once reconnected.

### **4. Security and your liability**

Any person who has access to your Android Device may be able to make transactions using an ANZ Card registered in Android Pay.

If an ANZ Card linked to your account is registered for Android Pay on any eligible Android Device, you are responsible for ensuring that:

- where applicable, only the cardholder's biometric identifier (including a fingerprint) is registered on the Android Device (and no other person's biometric identifier is registered);
- the Android Pay wallet is not shared with anyone and is used only by the cardholder;
- each cardholder keeps the passcode for the cardholder's Android Device secure in the same way as a cardholder would a banking password or PIN secure, including by:
  - not sharing it with anyone,

- not carrying a record of it with an Android Device or anything liable to be stolen with an Android Device (unless a reasonable effort is made to protect the security of it);
- not choosing an easily guessable passcode such as the cardholder's date of birth or a recognisable part of the cardholder's name; and
- not acting with extreme carelessness in failing to protect the security of the passcode.
- the cardholder keeps the Android Device safe and secure (including by locking it when not in use or when it is unattended and by installing up-to-date anti-virus software on it);
- the cardholder removes any ANZ Cards from the cardholder's Android Device before disposing of the Android Device;
- the cardholder does not leave the Android Device unattended; and
- the cardholder takes all other necessary steps to prevent unauthorised use of Android Pay.

If a cardholder fails to comply with any of the requirements in this clause 3, you are taken to have **authorised** that person to transact on your account using Android Pay.

This means that any Android Pay transaction initiated by that person in these circumstances will be **authorised** by you and the Account Terms which deal with unauthorised transactions will not apply.

**WARNING: this could result in significant loss or liability in relation to such transactions.**

Where applicable, if another person's biometric identifier is registered on your Android Device or the Android Device of an Additional Cardholder you must ensure that it is removed. If you or an Additional Cardholder think another person knows the passcode for the Android Device, you must ensure that the passcode is changed by you or the Additional Cardholder, as applicable. At any time, you can delete or suspend your ANZ Card from Android Pay and any Additional Cardholder can delete or suspend their ANZ Card from Android Pay. You cannot suspend the use of an Additional Cardholder's ANZ Card in Android Pay, but you can suspend or close the ANZ Card of the Additional Cardholder by calling 1800 033 844 (24 hours a day).

Please call us immediately on 1800 033 844 (24 hours a day) if:

- your Android Device is lost or stolen;
- your Android Device's mobile service is suddenly disconnected without your permission (which may indicate you have been subject to mobile phone porting); or
- you suspect a security breach in relation to your Android Device or Android Pay or that an unauthorised person has used the passcode for your Android Device, ANZ Card PIN or your other credentials to access Android Pay.

Based on your report, we will suspend use of your ANZ Card with Android Pay. This helps protect you as much as possible from additional loss or liability. ANZ warrants that it will comply with the ePayments Code. More terms which affect your liability in relation to transactions are set out in the Account Terms.

In the Account Terms which deal about liability for unauthorised transactions (as set out in the 'Electronic Banking Conditions of Use'):

- each reference to a 'password' or 'PIN' includes a reference to your Android Device passcode;
- each reference to a 'Security Requirement' includes the requirement to keep your Android Device passcode secure as described above; and
- each reference to a lost or stolen card includes a lost or stolen Android Device, with all necessary modification, notwithstanding that ANZ does not issue your Android Device to you (or the associated pass code), and noting that, where applicable, if another person's biometric identifier is registered on your Android Device, any transaction conducted by them is not an unauthorised transaction.

Generally, subject to protections under the ePayments Code described in those terms, you are liable for unauthorised transactions conducted using Android Pay.

It may be possible to make transactions using Android Pay with your Android Device after deleting/uninstalling the Android Pay application on your Android Device. As a result, if you no longer wish to use an ANZ Card with Android Pay, you should remove the ANZ Card from Android Pay prior to deleting/uninstalling the Android Pay application on your Android Device. Other ways you can ensure that your ANZ Card cannot be used with Android Pay on your Android Device include:

- removing the Google account to which the ANZ Card was added in Android Pay;
- undertaking a factory reset of your Android Device; or
- erasing your Android Device on Android Device Manager.

Your ANZ Cards may also be removed from Android Pay where your Android Device has not connected to Google's servers for at least 90 days.

## 5. Fees and Charges

The Account Terms describe the fees and charges which apply to each relevant account. ANZ does not charge you any additional fees for adding or using an ANZ Card with Android Pay. You are responsible for all third party charges associated with the use of Android Pay (such as carriage or mobile data charges).

#### **6. Suspension and termination of Android Pay**

ANZ may block, suspend or terminate your ANZ Card in Android Pay:

- if ANZ reasonably suspects fraud;
- if your ANZ Card is cancelled, blocked or suspended;
- if you are in default under the Account Terms or these terms;
- if required by applicable laws (such as anti-money laundering and counter terrorism financing laws, or sanctions laws);
- if directed to so by Google or by the applicable card network (for example, in circumstances of suspected fraud);
- if ANZ's arrangements with Google regarding Android Pay cease or are suspended; or
- for any other reason.

More circumstances in which electronic access may be removed in relation to your ANZ Card (including through Android Pay) are set out in the Account Terms.

#### **7. Data Collection and privacy**

ANZ may collect information relating to your Android Device (including app version, device type and model, operating system and security information such as whether you have obtained root access):

- to ensure that your ANZ Card properly functions in Android Pay;
- for security purposes and to identify fraud;
- for ANZ to better provide assistance to you; and
- to tell you about other products or services that may be of interest to you.

We may also exchange information with Google and service providers:

- to enable the use of the ANZ Card with Android Pay and to improve Android Pay generally; and
- about persons involved in suspected security breaches or fraud.

If you do not want us to collect or disclose this information as described, you should not register an ANZ Card for use in Android Pay. If you do not want to receive marketing information, phone 13 13 14.

The Account Terms and ANZ's Privacy Policy ([www.anz.com/privacy](http://www.anz.com/privacy)) contain more general information about our collection and handling of your information.

Once an ANZ Card is registered to your Android Device, Google may access your personal information regarding the use of that ANZ Card through Android Pay. Please see Google's privacy policy at [www.google.com.au/intl/en/policies/privacy/](http://www.google.com.au/intl/en/policies/privacy/).

#### **8. Android Pay provided by Google**

Android Pay is provided by Google, not by ANZ.

ANZ's obligation to you in relation to the functionality of Android Pay is limited to securely supplying information to Google in order to allow the use of an ANZ Card through Android Pay.

We are not otherwise liable for the use, functionality or availability of Android Pay, any Android Device, the availability of compatible contactless readers at merchant locations, or a reduced level of service caused by the failure of third party communications and network providers (except to the extent that we are deemed liable under the ePayments Code).

You will need to agree to Google's terms and conditions in order to use Android Pay.

#### **9. ANZ Liability**

ANZ will not be liable for any loss arising from your use of Android Pay to the extent the loss was caused by:

- your fraud; or
- your use of Android Pay or the Android Device in a manner not permitted by Google (for example, by obtaining root access to your Android Device); or
- subject to your rights under the ePayments Code, a reduced level of service caused by matters beyond our reasonable control (for example, those caused by third party software and network providers).

#### **10. Changes to these terms**

ANZ can change these terms by giving you notice as described below. Such changes will not increase your liability for transactions already conducted in relation to the use of an ANZ Card in Android Pay.

ANZ may make changes required to immediately restore or maintain the security of a system or individual facility without prior notice. We will notify you of such changes as soon as practicable.

Otherwise, ANZ will give you 30 days' prior written notice of any changes which:

- impose or increase our charges relating solely to the use of your ANZ Card in Android Pay;
- increase your liability for losses relating to transactions conducted using your ANZ Card in Android Pay; or
- impose, remove or change your daily transaction limit or other periodical transaction limit applying to the use of your ANZ Card in Android Pay.

ANZ may make any other changes to the terms applying to the use of your ANZ Card in Android Pay by notifying you before the change takes place.

Notice may be given by letter or by electronic means as set out in clause 10 below. If your ANZ Card is a consumer credit card or debit card, we may also provide you with notice in a manner permitted under the national consumer credit legislation and the Account Terms, which may include public notice in an Australian national paper.

The current terms will always be available for you to view at [www.anz.com](http://www.anz.com).

### **11. Communication via SMS or Android Pay**

Without limiting any other means of communicating with you under the Account Terms, we may communicate with you by sending an SMS to your Android Device, an email to the email address you have provided to us or by writing to you at the address you have provided to us. The SMS or notice may include a link to detailed information on our website.

### **12. Severability and governing law**

If any provision or part of a provision of these terms is illegal, invalid or unenforceable, it will be severed from these terms and the remaining provisions (or parts of provisions) will continue in full force and effect.

These terms are governed by the law of Victoria, Australia and you and ANZ agree to submit to the exclusive jurisdiction of the courts of that State.

### **13. Meanings of words**

In these terms:

- **'Account Terms'** mean the terms and conditions of each credit card or savings or transaction account associated with an ANZ Card registered on an Android Device.
- **'Additional Cardholder'** means the holder, other than you, of an ANZ Card linked to your account.
- **'Google'** means Google Asia Pacific Pte. Ltd. ABN 54 341 015 381 and/or its related bodies corporate and affiliates.
- **'Android Device'** means a device such as a smartphone, tablet or smartwatch using an Android operating system, which ANZ determines is eligible for the registration of ANZ Cards to be used in Android Pay.
- **Android Pay** means the mobile payment and digital wallet service created by Google that lets users make payments using certain Android Devices and credit cards or debit cards registered on such Android Devices.
- **'ANZ', 'we' or 'us'** means Australia and New Zealand Banking Group Limited ABN 11 005 357 522 and its successors and assigns, and **'our'** has a corresponding meaning.
- **'ANZ Card'** means an ANZ credit or debit card as listed on [www.anz.com](http://www.anz.com) which is not expired, blocked, suspended or cancelled.
- **'passcode'** means anything required to unlock an Android Device, including a password, passcode, pattern or biometric identifier (where applicable).
- **"you"** means the account holder of the account related to the ANZ Card which has been added to the Android Pay wallet and, as the context requires, includes the cardholder of the ANZ Card.

### **14. Trademarks**

Google and Android Pay are trademarks of Google Inc.