

ANZ with Apple Pay Terms and Conditions

Version: 1.2

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1. These terms

You agree with ANZ to these terms by:

- adding an ANZ Card for use in Apple Pay on your eligible Apple Device; or
- allowing Another Cardholder to add an ANZ Card linked to your account to Apple Pay on their Apple Device.

These terms apply in addition to the Account Terms associated with each ANZ Card.

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 Apple Pay on your eligible Apple Device and Another Cardholder can add an ANZ Card to their eligible Apple Device, provided that:

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

A Cardholder can remove an ANZ Card linked to your account from Apple Pay on the Cardholder's Apple Device at any time.

Instructions on how to add an ANZ Card to Apple Pay, or remove one, are set out at www.anz.com/applepay

Once an ANZ Card is added to Apple Pay, the Cardholder can use Apple Pay to authorise transactions on an account. This is done by using the relevant Apple Device in place of an ANZ Card at a contactless terminal or in an application on an Apple Device. Some contactless terminals may require the Cardholder to enter the ANZ Card PIN.

3. Security and your liability

WARNING: Any person who can unlock your Apple Device may be able to make transactions using an ANZ Card registered in Apple Pay.

If a Cardholder's ANZ Card linked to your account is registered for Apple Pay on any eligible Apple Device, you are responsible for ensuring that:

- only the Cardholder's Biometric Identifier is registered on the Apple Device (and no other person's Biometric Identifier is registered);
- the Apple Pay wallet is not shared with anyone and is used only by the Cardholder;
- each Cardholder keeps the passcode in the Cardholder's Apple 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 within an Apple Device or with anything capable of being stolen along with an Apple 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 Apple 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); and
- the Cardholder removes any ANZ Cards from the Cardholder's Apple Device before disposing of the Apple Device.

If a Cardholder:

- lets any other person's Biometric Identifier be registered on the Cardholder's Apple Device;
- shares the Cardholder's passcode with any other person; or
- registers a Biometric Identifier on the Cardholder's Apple Device in circumstances where the Cardholder is aware that another person is or may be able to use their biometric information to access the Apple Device, you are taken to have authorised that person to transact on your account using Apple Pay.

This means that any Apple Pay transaction initiated by that person using the Biometric Identifier, biometric information or passcode will be authorised by you and the terms of 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.

If another person's Biometric Identifier is registered on your Apple Device or the Apple Device of Another Cardholder you must ensure that it is removed. If you or Another Cardholder think any other person knows the passcode for the Apple Device, you must ensure that the passcode is changed by you or Another Cardholder, as applicable. If a Cardholder becomes aware that another person is or may be able to access the Apple Device using their biometric information, the Cardholder must use a passcode instead of a Biometric Identifier to initiate transactions using their ANZ Card on Apple Pay and must remove their Biometric Identifier from the Apple Device.

At any time, a Cardholder can delete or suspend their ANZ Card from Apple Pay. You cannot suspend the use of Another Cardholder's ANZ Card in Apple Pay, but you can suspend or close the ANZ Card of Another Cardholder by calling 1800 033 844 (24 hours a day).

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

- your Apple Device is lost or stolen;

- your Apple 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 Apple Device or Apple Pay or that an unauthorised person has used your passcode, ANZ Card PIN or your other credentials to access Apple Pay.

Based on your report, we will suspend use of your ANZ Card with Apple 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 terms of the Account Terms which deal with 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 Apple Device pass code;
- each reference to a 'Security Requirement' includes the requirement to keep your Apple Device pass code secure as described above; and
- each reference to a lost or stolen card includes a lost or stolen Apple Device, with all necessary modification, notwithstanding that ANZ does not issue your Apple Device to you (or the associated pass code), and noting that if another person's Biometric Identifier is registered on your Apple 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 Apple Pay.

4. 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 Apple Pay. You are responsible for all third party charges associated with the use of Apple Pay (such as carriage or mobile data charges).

5. Suspension and termination of Apple Pay

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

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

6. Data Collection and privacy

ANZ may collect information relating to your Apple 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 Apple 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 Apple and service providers:
- to enable the use of the ANZ Card with Apple Pay and to improve Apple 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 Apple Pay. If you do not want to receive ANZ marketing information, phone 13 13 14.

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

Once an ANZ Card is registered to your Apple Device, Apple may access your personal information regarding the use of that ANZ Card through Apple Pay. Please see Apple's privacy policy at www.apple.com/au/privacy

7. Apple Pay provided by Apple

Apple Pay and the Apple Devices are provided by Apple, not by ANZ.

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

We are not otherwise liable for the use, functionality or availability of Apple Pay, any Apple Device, the availability of compatible contactless terminals, 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 Apple's terms and conditions in order to use Apple Pay.

8. ANZ Liability

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

- your fraud; or
- your use of Apple Pay or the Apple Device in a manner not permitted by Apple (for example, by obtaining root access to your Apple 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).

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

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

You agree that we can notify you about changes to these terms:

- where permitted by law, by public notice in an Australian newspaper; or
- by letter or by electronic means as set out in clause 10 below.

The current terms will always be available for you to view at www.anz.com/applepay

10. Communication via SMS or Apple 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 Apple 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.

11. 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.

12. 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 Apple Device.
- **'Another Cardholder'** means a person other than you who is nominated by you or is otherwise eligible to be issued with an ANZ Card linked to your account and, in the case of an ANZ Commercial Card, means a person to whom the ANZ Commercial Card is issued at the request of the Corporate Principal.
- **'Apple'** means Apple Pty Limited ABN 46 002 510 054 and/or its related bodies corporate and affiliates.
- **'Apple Device'** means a device such as an iPad, iPhone or Apple Watch, manufactured by Apple, which ANZ determines is eligible for the registration of ANZ Cards to be used in Apple Pay.
- **'Apple Pay'** means the mobile payment and digital wallet service created by Apple that lets users transact using certain Apple Devices and credit cards or debit cards registered on such Apple 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/applepay/#eligible-cards which is not expired, blocked, suspended or cancelled (and includes an ANZ Commercial Card).
- **'ANZ Commercial Card'** means an ANZ credit card which allows a Cardholder to transact on a Corporate Principal's commercial card facility account.
- **'Biometric Identifier'** includes fingerprint, faceprint or similar biometric identifier.
- **'Cardholder'** means the holder of the ANZ Card added to Apple Pay on that holder's Apple Device and, as the context requires, includes you and Another Cardholder.
- **'Corporate Principal'** means, in respect of an ANZ Commercial Card, the holder of the ANZ Commercial Card facility account.
- **'you'** means the account holder of the account related to the ANZ Card which has been added to the Apple Pay wallet and, as the context requires, includes the Cardholder of that ANZ Card, and 'your' has a corresponding meaning.

13. Trademarks

Apple and Apple Pay are trademarks of Apple Inc.

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