



**Please Note:**

**For the Fitbit users who have provisioned their ANZ card onto a Fitbit device which supports Google Wallet, please refer to the Google Wallet T&C's below.**

**All other users please refer to the Fitbit Pay T&C's below**

**ANZ with Google Wallet (Fitbit Device) Terms and Conditions**

**Version:** 1.1

**Dated:** 8 November 2023

**1. These terms**

These terms and conditions apply when you:

- add an ANZ Card for use in Google Wallet to an eligible Fitbit Device; or
- allow Another Cardholder to add an ANZ Card linked to your account to Google Wallet on an eligible Fitbit 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 Google Wallet on your eligible Fitbit Device and Another Cardholder can add an ANZ Card to their eligible Fitbit 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 Google Wallet on the relevant Cardholder's eligible Fitbit Device;
- if the ANZ Card is an ANZ Commercial Card, the Corporate Principal has agreed to the ANZ Card being added to Google Wallet on the relevant Cardholder's eligible Fitbit Device; and
- the account is in good standing.

To add or remove your ANZ Card from Google Wallet, your Fitbit Device must be paired to your Mobile Device and your Mobile Device must be within range of a cellular or wireless internet connection.

If a Cardholder no longer wishes to use an ANZ Card with Google Wallet on a particular Fitbit Device that card has been added to, the Cardholder can delete the ANZ Card from Google Wallet using the Fitbit Device on a paired Mobile Device, or deactivate Google Wallet online through the Cardholder's Google account at [www.google.com](http://www.google.com)

If a Cardholder no longer wishes an ANZ Card to be used with Google Wallet on any Fitbit Device that card has been added to they should ensure the ANZ Card is deleted from Google Wallet on each Fitbit Device the ANZ Card has been added to.

If a Cardholder no longer wishes to use any card added to Google Wallet via the Fitbit Device they can:

- remove the relevant cards from Google Wallet and delete or uninstall Google Wallet on their paired Mobile Device;
- undertake a factory reset of the Fitbit Device and delete or uninstall the Fitbit Pay app on their paired Mobile Device;

or

- deactivate the Fitbit Device online through the Cardholder's Fitbit account at [www.fitbit.com](http://www.fitbit.com)

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

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

### **3. Using your ANZ Card with Google Wallet**

Once an ANZ Card is added to Google Wallet, the Cardholder can use Google Wallet on their eligible Fitbit Device to authorise transactions on an account. This is done by using the relevant Fitbit Device in place of an ANZ Card at a contactless terminal for in person transactions. To authorise a Google Wallet transaction at a contactless terminal the Cardholder is required to present and hold their eligible Fitbit Device at the contactless terminal. The eligible Fitbit Device must be active (i.e., the Cardholder must have entered the Fitbit Device Passcode into the Fitbit Device at some point before attempting the transaction) at the time it is presented at the contactless terminal. The Cardholder may be prompted to enter their Fitbit Device Passcode at the time the Fitbit Device is presented at the contactless terminal. The Cardholder must have their ANZ Card selected as the default card within Google Wallet in order to use that card in making a transaction.

Google Wallet functionality may be impacted if the Mobile Device is not within range of a cellular or wireless internet connection or if the Fitbit Device and Mobile Device are not paired and if the Mobile Device has not had a cellular or wireless internet connection or the Fitbit Device and Mobile Device have not been paired for an extended period of time there may be a delay in time before full Google Wallet functionality is restored once reconnected.

Depending on the value of the transaction, contactless terminals may require the Cardholder to enter the ANZ Card PIN at the contactless terminal.

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

Any person who has access to a Fitbit Device on which an ANZ Card is registered may be able to make transactions using an ANZ Card registered on Google Wallet on the Fitbit Device and any person who has access to a Mobile Device may be able to access confidential payment information on that device.

#### **(a) Your responsibilities**

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

- where applicable, only the Cardholder's biometric identifier (including, but not limited to, a fingerprint) is registered on the Mobile Device or Fitbit Device (and no other person's biometric identifier is registered);
- if a Cardholder becomes aware that another person is or may be able to access the Fitbit Device or Mobile Device using their biometric information, the Cardholder must use a passcode instead of a Biometric Identifier to initiate transactions using their ANZ Card in Google Wallet and must remove their Biometric Identifier from the Fitbit Device or Mobile Device;
- the Google Wallet is not shared with anyone and is used only by the Cardholder;
- each Cardholder keeps the Mobile Device Passcode and Fitbit Device Passcode 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 a Fitbit Device, Mobile Device, or with anything capable of being stolen along with a Fitbit Device or Mobile Device (unless a reasonable effort is made to protect the security of it);
  - if you or Another Cardholder think that any other person knows the passcode for the Fitbit Device or the Mobile Device you must ensure that the passcode is changed by you or Another Cardholder, as applicable;
  - 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 Fitbit Device and Mobile Device safe and secure (including by locking the Mobile Device 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 Fitbit Device and Mobile Device before disposing of the Fitbit Device or Mobile Device;
  - the Cardholder does not leave the Fitbit Device or Mobile Device unattended; and
  - the Cardholder takes all other necessary steps to prevent unauthorised use of the Fitbit Device, Mobile Device or Google Wallet.

### **(b) Transactions which are taken to be authorised**

If a Cardholder fails to comply with any of the requirements in this clause 4 which results in, or contributes to the cause of, any transaction, you are taken to have authorised that transaction on your account.

This means that any Google Wallet transaction initiated by that person in these circumstances 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.**

### **(c) What you must report to ANZ**

You must report the following to ANZ by calling us immediately on 1800 033 844 (24 hours a day) if:

- any Fitbit Device on which an ANZ Card linked to your account has been added to Google Wallet, or Mobile Device is lost or stolen;
- the mobile service of any Mobile Device is suddenly disconnected without your permission (which may indicate the occurrence of mobile phone porting); or
- you or an Another Cardholder suspect a security breach in relation to any Mobile Device, or any Fitbit Device on which an ANZ Card linked to your account has been added to Google Wallet, or that an unauthorised person has used your Mobile Device Passcode, your Fitbit Device Passcode, or other credentials to access Google Wallet.

### **(d) Consequences of reporting and delayed reporting**

If you report any of the circumstances in clause 4(c) above, we will suspend use of the relevant ANZ Card with the relevant Fitbit Device and/or Google Wallet (as applicable). This helps protect you as much as possible from additional loss or liability. ANZ warrants that it will comply with the ePayments Code.

However, if you have contributed to the loss by unreasonably delaying reporting to us the loss or theft of the Fitbit Device or the unauthorised use of your account details, you may be liable for transactions for which you did not give authority incurred before the report is received by us.

More terms which affect your liability in relation to transactions are set out in the Account Terms.

### **(e) Unauthorised transactions**

In the Account Terms which impose, or otherwise 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 Mobile Device Passcode and Fitbit Device Passcode;
- each reference to a 'Security Requirement' includes the requirement to keep your Mobile Device Passcode and Fitbit Device Passcode secure as described above; and
- each reference to a lost or stolen card includes a lost or stolen Fitbit Device, or Mobile Device with all necessary modification, notwithstanding that ANZ does not issue your Fitbit Device or Mobile Device to you (or the associated Passcode or other credentials used to access Google Wallet), and noting that, where applicable, if another person's biometric identifier is registered on your Mobile Device or Fitbit 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 Google Wallet.

### **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 Google Wallet. You are responsible for all third party charges associated with the use of Google Wallet (such as carriage or mobile data charges).

### **6. Suspension and termination of Google Wallet**

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

ANZ may block, suspend or terminate an ANZ Card in Google Wallet:

- if ANZ reasonably suspects fraud;
- if you report any of the circumstances in clause 4(c) above;
- if an ANZ Card is cancelled, blocked or suspended;
- if you breach 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 Fitbit or Google regarding Google Wallet cease or are suspended; or
- if reasonably necessary to protect ANZ's legitimate interests, for example where we reasonably suspect unlawful activity or misconduct on your ANZ Card in Google Wallet.

Unless required by law, or where it is reasonably practicable to do so, we will not give you notice prior to blocking, suspending or terminating your ANZ Card in Google Wallet or Fitbit Device.

More circumstances in which electronic access may be removed in relation to your ANZ Card (including through Google

Wallet) are set out in the Account Terms.

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

ANZ may collect information relating to any Fitbit Device or Mobile Device (including app version, device type and model, operating system and security information):

- to ensure that any ANZ Card properly functions in Google Wallet;
- for security purposes and to identify fraud;
- for ANZ to better provide assistance to you and Another Cardholder; and
- to tell you about other products or services that may be of interest to you.

We may also exchange information with Fitbit, Google and service providers:

- to enable the use of the ANZ Card with Google Wallet and to improve and promote Google Wallet generally; and
- to detect and address suspected security breaches or fraud.

If you, or Another Cardholder, do not want us to collect or disclose this information in relation to an ANZ Card as described above, the ANZ Card should not be registered for use in Google Wallet. 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 a Mobile Device or Fitbit Device, Fitbit and/or Google may access personal information regarding the use of that ANZ Card through Google Wallet. Please see Fitbit's privacy notice at [www.fitbit.com](http://www.fitbit.com) and Google's privacy policy [www.google.com.au/intl/en/policies/privacy/](http://www.google.com.au/intl/en/policies/privacy/).

## **8. Google Wallet provided by Google**

Google Wallet and Fitbit Devices are provided by Fitbit and/or Google (as applicable), not by ANZ. Mobile Devices used to access Google Wallet are also not provided by ANZ.

We are not responsible for the functionality or availability of Google Wallet or any Fitbit Device, compatibility with contactless terminals, or the availability of Google's third-party communications and network providers (except to the extent that we are deemed liable under the ePayments Code).

ANZ's obligation to you in relation to the functionality of Google Wallet is limited to securely supplying information to Fitbit and/or Google in order to allow the use of an eligible ANZ Card through Google Wallet.

Limitations on ANZ's liability to you are set out in clause 9.

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

## **9. ANZ Liability**

ANZ is not liable for any loss or damage you suffer due to the supply of information to Fitbit and/or Google, except to the extent any loss or damage arises from the negligence, fraud or wilful misconduct by ANZ or its officers, employees, contractors or agents.

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

- your fraud; or
- your use of Google Wallet or the Fitbit Device in a manner not permitted by Fitbit, Google or the Mobile Device manufacturer; 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. We can make changes to these terms without your agreement**

We can change these terms by giving you notice as described below.

If we make a change you are not prepared to accept, you can remove your ANZ Card from Google Wallet on your Fitbit Device or Mobile Device. Instructions on how to remove an ANZ Card from Google Wallet are set out at [www.anz.com/googlepay](http://www.anz.com/googlepay)

If we reasonably consider a change is unfavourable to you, we will give you prior notice of at least 30 days.

We may give you a shorter notice period, which may include notice on the day the change takes effect, if we reasonably consider:

- the change has a neutral effect on your obligations;
- the change reduces your obligations; or
- providing a shorter notice period is necessary for us to:
  - immediately restore or maintain the security of a system or individual facility;
  - avoid or reduce a material increase in our credit risk or loss; or
  - comply with legal or regulatory requirements.

You agree that we may give you notice of the change by any notification method allowed by these terms including by letter or by electronic means as set out in clause 11 below or by advertisement in a national newspaper or in two or more major metropolitan newspapers that in combination circulate generally in each State and Territory of Australia.

Despite this clause, we will always give you notice in accordance with any applicable laws or industry codes (such as the Banking Code of Practice), or any other terms and conditions applicable to your account, which require any minimum notice periods or specific methods of notification.

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

## **11. Electronic communication**

Without limiting any other means of communicating with you under the Account Terms, we may communicate with you by sending an SMS to the telephone number you have provided to us, 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. Banking Code of Practice**

If you are an individual or small business (as defined in the Banking Code of Practice) ANZ is bound by the Banking Code

of Practice when it provides its products and services to you.

### 13. 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.

### 14. 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 a Fitbit 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.
- **'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 card as listed on [www.anz.com/googlepay/#eligible-cards](http://www.anz.com/googlepay/#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.
- **'Banking Code of Practice'** means the relevant version of the industry code published from time to time by the Australian Banking Association as it applies to ANZ.
- **'Cardholder'** means the holder of the ANZ Card added to the Google Wallet on that holder's Fitbit 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.
- **'Google'** means Google Asia Pacific Pte. Ltd. ABN 54 341 015 381 and/or its related bodies corporate and affiliates.
- **'Google Wallet'** means the mobile payment and digital wallet service created by Google that lets users transact using certain Fitbit Devices and eligible credit cards or debit cards registered on such Fitbit Devices.
- **'Fitbit'** is a trademark of and means Fitbit Inc and includes its related bodies corporate (including Google) and affiliates.
- **'Fitbit Device'** means a wearable Fitbit device, which ANZ determines is eligible for the registration of ANZ Cards to be used in Google Wallet.
- **'Mobile Device'** means a device such as a smartphone or tablet using an eligible operating system, which is used to register ANZ Cards for use with Google Wallet and on which the digital wallet functionality of Google Wallet is registered.
- **'Passcode'** means anything required to unlock a Mobile Device, including a password, passcode, pattern or biometric identifier (where applicable).
- **'PIN'** means personal identification number.
- **'you'** means the account holder of the account related to the ANZ Card which has been added to the Google Wallet app and, as the context requires, includes the Cardholder of that ANZ Card, and 'your' has a corresponding meaning.

## 15. Trademarks

Fitbit is a trademark or registered trademark of Fitbit Inc.

Google and Google Wallet are trademarks of Google LLC.

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## ANZ with Fitbit Pay Terms and Conditions

**Version:** 1.3

**Dated:** 8 November 2023

### 1. These terms

These terms and conditions apply when:

- you add an ANZ Card for use in Fitbit Pay to an eligible Fitbit Device; or
- allowing Another Cardholder to add an ANZ Card linked to your account to Fitbit Pay on their eligible Fitbit 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 Fitbit Pay on your eligible Fitbit Device and Another Cardholder can add an ANZ Card to their eligible Fitbit 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 the Fitbit Pay on the relevant Cardholder's eligible Fitbit Device;
- if the ANZ Card is an ANZ Commercial Card, the Corporate Principal has agreed to the ANZ Card being added to the Fitbit Pay on the relevant Cardholder's eligible Fitbit Device; and
- the account is in good standing.

To add or remove your ANZ Card from Fitbit Pay, your Fitbit Device must be paired to your Mobile Device and your Mobile Device must be within range of a cellular or wireless internet connection.

If a Cardholder no longer wishes to use an ANZ Card with Fitbit Pay on a particular Fitbit Device that card has been added to, the Cardholder can delete the ANZ Card from Fitbit Pay using the Fitbit Pay app on a paired Mobile Device, or deactivate Fitbit Pay online through the Cardholder's Fitbit account at [www.fitbit.com](http://www.fitbit.com)

If a Cardholder no longer wishes an ANZ Card to be used with Fitbit Pay on any Fitbit Device that card has been added to they should ensure the ANZ Card is deleted from Fitbit Pay on each Fitbit Device the ANZ Card has been added to.

If a Cardholder no longer wishes to use any card added to Fitbit Pay with Fitbit Pay they can:

- remove the relevant cards from the Fitbit Device and delete or uninstall the Fitbit Pay app on their paired Mobile Device; or
- undertake a factory reset of the Fitbit Device and delete or uninstall the Fitbit Pay app on their paired Mobile Device; or deactivate the Fitbit Device online through the Cardholder's Fitbit account at [www.fitbit.com](http://www.fitbit.com)

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

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

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

Once an ANZ Card is added to Fitbit Pay, the Cardholder can use Fitbit Pay on their eligible Fitbit Device to authorise transactions on an account. This is done by using the relevant Fitbit Device in place of an ANZ Card at a contactless terminal for in person transactions. To authorise a Fitbit Pay transaction at a contactless terminal the Cardholder is required to present and hold their eligible Fitbit Device at the contactless terminal. The eligible Fitbit Device must be active (i.e., the Cardholder must have entered the Fitbit PIN into the Fitbit Device at some point before attempting the transaction) at the time it is presented at the contactless terminal. The Cardholder may be prompted to enter their Fitbit PIN at the time the Fitbit Device is presented at the contactless terminal. The Cardholder must have their ANZ Card selected as the default card within Fitbit Pay in order to use that card in making a transaction.

Fitbit Pay app functionality may be impacted if the Mobile Device is not within range of a cellular or wireless internet connection or if the Fitbit Device and Mobile Device are not paired and if the Mobile Device has not had a cellular or wireless internet connection or the Fitbit Device and Mobile Device have not been paired for an extended period of time there may be a delay in time before full Fitbit Pay functionality is restored once reconnected.

Depending on the value of the transaction, contactless terminals may require the Cardholder to enter the ANZ Card PIN at the contactless terminal.

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

Any person who has access to a Fitbit Device on which an ANZ Card is registered may be able to make transactions using an ANZ Card registered in Fitbit Pay on the Fitbit Device and any person who has access to a Mobile Device may be able to access confidential payment information on that device.

#### **(a) Your responsibilities**

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

- where applicable, only the Cardholder's biometric identifier (including, but not limited to, a fingerprint) is registered on the Mobile Device or Fitbit Device (and no other person's biometric identifier is registered);
- if a Cardholder becomes aware that another person is or may be able to access the Mobile Device or Fitbit Device using their biometric information, the Cardholder must use a passcode instead of a Biometric Identifier to initiate transactions using their ANZ Card in Fitbit Pay and must remove their Biometric Identifier from the Mobile Device or Fitbit Device;
- the Fitbit Pay wallet is not shared with anyone and is used only by the Cardholder;
- each Cardholder keeps the Passcode for the Cardholder's Mobile Device and the Fitbit Pay PIN 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 a Fitbit Device, Mobile Device, or with anything capable of being stolen along with a Fitbit Device or Mobile Device (unless a reasonable effort is made to protect the security of it);
  - if you or Another Cardholder think that any other person knows the passcode for the Mobile Device or Fitbit Device

you must ensure that the passcode is changed by you or Another Cardholder, as applicable;

- not choosing an easily guessable Passcode and Fitbit Pay PIN 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 and Fitbit Pay PIN.
- the Cardholder keeps the Fitbit Device and Mobile Device safe and secure (including by locking the Mobile Device 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 Fitbit Device and Mobile Device before disposing of the Fitbit Device or Mobile Device;
  - the Cardholder does not leave the Fitbit Device or Mobile Device unattended; and
  - the Cardholder takes all other necessary steps to prevent unauthorised use of the Fitbit Device, Mobile Device or Fitbit Pay.

### **(b) Transactions which are taken to be authorised**

If a Cardholder fails to comply with any of the requirements in this clause 4 which results in, or contributes to the cause of, any transaction, you are taken to have authorised that transaction on your account.

This means that any Fitbit Pay transaction initiated by that person in these circumstances 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.**

### **(c) What you must report to ANZ**

You must report the following to ANZ by calling us immediately on 1800 033 844 (24 hours a day) if:

- any Fitbit Device on which an ANZ Card linked to your account has been added to Fitbit Pay, or Mobile Device is lost or stolen;
- the mobile service of any Mobile Device is suddenly disconnected without your permission (which may indicate the occurrence of mobile phone porting); or
- you or an Another Cardholder suspect a security breach in relation to any Mobile Device, or any Fitbit Device on which an ANZ Card linked to your account has been added to Fitbit Pay, or that an unauthorised person has used the Passcode for your Mobile Device, your Fitbit Pay PIN, or other credentials to access Fitbit Pay.

### **(d) Consequences of reporting and delayed reporting**

If you report any of the circumstances in clause 4(c) above, we will suspend use of the relevant ANZ Card with Fitbit Pay. This helps protect you as much as possible from additional loss or liability. ANZ warrants that it will comply with the ePayments Code. However, if you have contributed to the loss by unreasonably delaying reporting to us the loss or theft of the Fitbit Device or the unauthorised use of your account details, you may be liable for transactions for which you did not give authority incurred before the report is received by us.

More terms which affect your liability in relation to transactions are set out in the Account Terms.

### **(e) Unauthorised transactions**

In the Account Terms which impose, or otherwise 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 Mobile Device Passcode and Fitbit Pay PIN;

- each reference to a 'Security Requirement' includes the requirement to keep your Mobile Device Passcode and Fitbit Pay PIN secure as described above; and
- each reference to a lost or stolen card includes a lost or stolen Fitbit Device, or Mobile Device with all necessary modification, notwithstanding that ANZ does not issue your Fitbit Device or Mobile Device to you (or the associated Passcode or other credentials used to access Fitbit Pay), and noting that, where applicable, if another person's biometric identifier is registered on your Mobile Device or Fitbit 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 Fitbit Pay.

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

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

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

ANZ may block, suspend or terminate an ANZ Card in Fitbit Pay:

- if ANZ reasonably suspects fraud;
- if you report any of the circumstances in clause 4(c) above;
- if an ANZ Card is cancelled, blocked or suspended;
- if you breach 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 Fitbit or by the applicable card network (for example, in circumstances of suspected fraud);
- if ANZ's arrangements with Fitbit regarding Fitbit Pay cease or are suspended; or
- if reasonably necessary to protect ANZ's legitimate interests, for example where we reasonably suspect unlawful activity or misconduct on your ANZ Card in Fitbit Pay.

Unless required by law, or where it is reasonably practicable to do so, we will not give you notice prior to blocking, suspending or terminating your ANZ Card in Fitbit Pay.

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

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

ANZ may collect information relating to any Fitbit Device or Mobile Device (including app version, device type and model, operating system and security information):

- to ensure that any ANZ Card properly functions in Fitbit Pay;
- for security purposes and to identify fraud;

- for ANZ to better provide assistance to you and Another Cardholder; and
- to tell you about other products or services that may be of interest to you.

We may also exchange information with Fitbit and service providers:

- to enable the use of the ANZ Card with Fitbit Pay and to improve and promote Fitbit Pay generally; and
- to detect and address suspected security breaches or fraud.

If you, or Another Cardholder, do not want us to collect or disclose this information in relation to an ANZ Card as described above, the ANZ Card should not be registered for use in Fitbit 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 a Mobile Device or Fitbit Device, Fitbit may access personal information regarding the use of that ANZ Card through Fitbit Pay. Please see Fitbit's privacy notice at [www.fitbit.com](http://www.fitbit.com)

### **8. Fitbit Pay provided by Fitbit**

Fitbit Pay and Fitbit Devices are provided by Fitbit, not by ANZ. Mobile Devices used to access Fitbit Pay are also not provided by ANZ.

We are not responsible for the functionality or availability of Fitbit Pay or any Fitbit Device or Mobile Device, compatibility with contactless terminals, or the availability of Fitbit's third-party communications and network providers (except to the extent that we are deemed liable under the ePayments Code).

ANZ's obligation to you in relation to the functionality of Fitbit Pay is limited to securely supplying information to Fitbit in order to allow the use of an eligible ANZ Card through Fitbit Pay. Limitations on ANZ's liability to you are set out to you in clause 9.

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

### **9. ANZ Liability**

ANZ is not liable for any loss or damage you suffer due to the supply of information to Fitbit, except to the extent any loss or damage arises from the negligence, fraud or wilful misconduct by ANZ or its officers, employees, contractors or agents.

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

- your fraud; or
- your use of Fitbit Pay or the Fitbit Device in a manner not permitted by Fitbit or the Mobile Device manufacturer; 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. We can make changes to these terms without your agreement**

We can change these terms by giving you notice as described below.

If we make a change you are not prepared to accept, you can remove your ANZ Card from Fitbit Pay on your Mobile Device or Fitbit Device. Instructions on how to remove an ANZ Card from the Fitbit Pay are set out at [www.anz.com/fitbitpay](http://www.anz.com/fitbitpay)

If we reasonably consider a change is unfavourable to you, we will give you prior notice of at least 30 days.

We may give you a shorter notice period, which may include notice on the day the change takes effect, if we reasonably consider:

- the change has a neutral effect on your obligations;
- the change reduces your obligations; or
- providing a shorter notice period is necessary for us to:
  - immediately restore or maintain the security of a system or individual facility;
  - avoid or reduce a material increase in our credit risk or loss; or
  - comply with legal or regulatory requirements.

You agree that we may give you notice of the change by any notification method allowed by these terms including by letter or by electronic means as set out in clause 11 below or by advertisement in a national newspaper or in two or more major metropolitan newspapers that in combination circulate generally in each State and Territory of Australia.

Despite this clause, we will always give you notice in accordance with any applicable laws or industry codes (such as the Banking Code of Practice), or any other terms and conditions applicable to your account, which require any minimum notice periods or specific methods of notification.

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

### **11. Electronic communication**

Without limiting any other means of communicating with you under the Account Terms, we may communicate with you by sending an SMS to the telephone number you have provided to us, 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. Banking Code of Practice**

If you are an individual or small business (as defined in the Banking Code of Practice) ANZ is bound by the Banking Code of Practice when it provides its products and services to you.

### **13. 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.

### **14. 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 a Fitbit 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.
- **'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 card as listed on [www.anz.com/fitbitpay/#eligible-cards](http://www.anz.com/fitbitpay/#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.
- **'Banking Code of Practice'** means the relevant version of the industry code published from time to time by the Australian Banking Association as it applies to ANZ.
- **'Cardholder'** means the holder of the ANZ Card added to Fitbit Pay on that holder's Fitbit 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.
- **'Passcode'** means anything required to unlock a Mobile Device, including a password, passcode, pattern or biometric identifier (where applicable).
- **'PIN'** means personal identification number.
- **'Fitbit'** is a trademark of and means Fitbit Inc and includes its related bodies corporate and affiliates.
- **'Fitbit Device'** means a wearable Fitbit device, which ANZ determines is eligible for the registration of ANZ Cards to be used in Fitbit Pay.
- **'Mobile Device'** means a device such as a smartphone or tablet using an eligible operating system, which is used to register ANZ Cards for use with Fitbit Pay and on which the digital wallet functionality of Fitbit Pay is registered.
- **'Fitbit Pay app'** means the Mobile Device application used to register ANZ Cards for use within Fitbit Pay.
- **'Fitbit Pay'** means the mobile payment and digital wallet service created by Fitbit that lets users transact using certain Fitbit Devices and eligible credit cards or debit cards registered on such Fitbit Devices.
- **'you'** means the account holder of the account related to the ANZ Card which has been added to the Fitbit Pay and, as the context requires, includes the Cardholder of that ANZ Card, and 'your' has a corresponding meaning.

## 15. Trademarks

Fitbit and Fitbit Pay are trademarks or registered trademarks of Fitbit Inc.

Google and Google Wallet are trademarks of Google LLC.

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