

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

To add or remove your ANZ Card from Garmin Pay, you must have bluetooth enabled on your Mobile Device and Garmin Device, your Garmin 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 Garmin Pay on a particular Garmin Device that card has been added to, the Cardholder can delete the ANZ Card from Garmin Pay using the Garmin Connect Mobile App on a paired Mobile Device.

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

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

- remove the relevant cards from the Garmin Device and delete or uninstall the Garmin Connect Mobile App on their paired Mobile Device; or
- restore defaults on the Garmin Device and delete or uninstall the Garmin Connect Mobile App on their paired Mobile Device.

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

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

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

Once an ANZ Card is added to Garmin Pay, the Cardholder can use Garmin Pay on their eligible Garmin Device to authorise transactions on an account. This is done by using the relevant Garmin Device in place of an ANZ Card at a compatible contactless terminal for in person transactions. To authorise a Garmin Pay transaction at a compatible contactless terminal the Cardholder is required to initiate Garmin Pay on their Garmin Device (e.g. by opening Garmin Pay) before presenting their eligible Garmin Device at the contactless terminal. The eligible Garmin Device must be active (i.e., the Cardholder must have entered the Garmin Device Passcode into the Garmin 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 Garmin Device Passcode.

Your ANZ Card must be displayed in Garmin Pay on your Garmin Device at the time you present the Garmin Device at the compatible contactless terminal in order for Garmin Pay to use that ANZ Card in making a transaction.

Garmin Pay functionality may be impacted if the Mobile Device is not within range of a cellular or wireless internet connection or if the Garmin Device and Mobile Device are not paired and if the Mobile Device has not had a cellular or wireless internet connection or the Garmin Device and Mobile Device have not been paired for an extended period of time there may be a delay in time before full Garmin 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 Garmin Device on which an ANZ Card is registered may be able to make transactions using an ANZ Card registered in Garmin Pay on the Garmin 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 Garmin Pay on any eligible Garmin 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 Garmin 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 Garmin 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 Garmin Pay and must remove their Biometric Identifier from the Garmin Device or Mobile Device;
- the Garmin 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 Garmin 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 a Garmin Device, Mobile Device, or anything capable of being stolen along with a Garmin 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 Android 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 Garmin 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 Garmin Device and Mobile Device before disposing of the Garmin Device or Mobile Device;
- the Cardholder does not leave the Garmin Device or Mobile Device unattended; and
- the Cardholder takes all other necessary steps to prevent unauthorised use of the Garmin Device, Mobile Device or Garmin 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 Garmin 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 Garmin Device on which an ANZ Card linked to your account has been added to Garmin Pay or your 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 Another Cardholder suspect a security breach in relation to any Mobile Device, or any Garmin Device on which an ANZ Card linked to your account has been added to Garmin Pay, or that an unauthorised person has used the Passcode for your Mobile Device or Garmin Device, or other credentials to access Garmin Pay.

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

If you report any of the circumstances in 4(c) above, we will suspend use of the relevant ANZ Card with Garmin 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 Garmin 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 the Passcode for your Mobile Device and Garmin

Device;

- each reference to a 'Security Requirement' includes the requirement to keep the Passcode for your Mobile Device Passcode and Garmin Device secure as described above; and
- each reference to a lost or stolen card includes a lost or stolen Garmin Device, or Mobile Device with all necessary modification, notwithstanding that ANZ does not issue your Garmin Device or Mobile Device to you (or the associated Passcode or other credentials used to access Garmin Pay), and noting that, where applicable, if another person's biometric identifier is registered on your Mobile Device or Garmin 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 Garmin 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 Garmin Pay. You are responsible for all third party charges associated with the use of Garmin Pay (such as carriage or mobile data charges).

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

At any time, a Cardholder can delete or suspend their ANZ Card from Garmin Pay . You cannot suspend the use of Another Cardholder's ANZ Card in Garmin 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 Garmin 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 Garmin or by the applicable card network (for example, in circumstances of suspected fraud);
- if ANZ's arrangements with Garmin regarding Garmin 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 Garmin 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 Garmin Pay.

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

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

ANZ may collect information relating to any Garmin Device or Mobile Device (including app version, device type and model, operating system and security information) and information from Garmin and Garmin's service provider (e.g., FitPay):

- to ensure that any ANZ Card properly functions in Garmin 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 Garmin, Garmin's service provider (e.g., FitPay) and ANZ service providers:

- to enable the use of the ANZ Card with Garmin Pay and to improve and promote Garmin 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 Garmin 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 Garmin Device, Garmin's service provider (e.g., FitPay) and Garmin may access personal information regarding the use of that ANZ Card through Garmin Pay. Please see Garmin's privacy notice at [www.Garmin.com](http://www.Garmin.com) and FitPay's privacy notice at [www.fit-pay.com/privacy-policy](http://www.fit-pay.com/privacy-policy)

## **8. Garmin Pay provided by Garmin and Garmin's service provider**

Garmin Devices are provided by Garmin, not ANZ.

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

Garmin Pay is provided by Garmin and its service provider (e.g., FitPay), not by ANZ. Mobile Devices used to access Garmin Pay are also not provided by ANZ.

ANZ's obligation to you in relation to the functionality of Garmin Pay is limited to securely supplying information to Garmin's service provider (e.g., FitPay) in order to allow the use of an eligible ANZ Card through Garmin Pay.

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

You will need to agree to Garmin's and Garmin's service provider's (e.g., FitPay's) terms and conditions in order to use Garmin Pay.

## **9. ANZ Liability**

ANZ is not liable for any loss or damage you suffer due to the supply of information to Garmin, 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 Garmin Pay to the extent the loss was caused by:

- your fraud; or
- your use of Garmin Pay or the Garmin Device or Mobile Device in a manner not permitted by Garmin 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 Garmin Pay on your Garmin Device or Mobile Device. Instructions on how to remove an ANZ Card from the Garmin Pay are set out at [www.anz.com/garminpay](http://www.anz.com/garminpay)

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/garminpay](http://www.anz.com/garminpay).

#### **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 Garmin 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/garminpay/#eligible-cards](http://www.anz.com/garminpay/#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 Garmin Pay app on that holder's Garmin 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.
- **'FitPay'** is a trademark of and means Fit Pay Inc and includes its related bodies corporate and affiliates.
- **'Garmin'** is a trademarks of Garmin Ltd. or its subsidiaries and are registered in one or more countries, including the U.S.
- **'Garmin Device'** means a wearable Garmin device, which ANZ determines is eligible for the registration of ANZ Cards to be used in Garmin 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 Garmin Pay and on which the digital wallet functionality of Garmin Pay is registered.
- **'Garmin Connect Mobile App'** means the Mobile Device application used to register ANZ Cards for use within Garmin Pay.
- **'Garmin Pay'** means the mobile payment and digital wallet service created by Garmin that lets users transact using certain Garmin Devices and eligible credit cards or debit cards registered on such Garmin Devices.
- **'you'** means the account holder of the account related to the ANZ Card which has been added to the Garmin Pay wallet.

## **15. Trademarks**

Garmin, the Garmin logo, and the Garmin delta are trademarks of Garmin Ltd. or its subsidiaries and are registered in one or more countries, including the U.S. Garmin Pay is a trademark of Garmin Ltd. or its subsidiaries.

FitPay is a trademark or registered trademark of Fit Pay Inc.

**© Copyright Australia and New Zealand Banking Group Limited ABN 11 005 357 522.**