

ANZ with Samsung Pay Terms and Conditions

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1. These terms

These terms and conditions apply when:

- you add an ANZ Card for use in Samsung Pay on your eligible Samsung Device, or
- an Additional Cardholder adds an ANZ Card linked to your account for use in Samsung Pay on their Samsung 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 Samsung 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 Samsung Pay on your eligible Samsung Device and any Additional Cardholder can add an ANZ Card to the Additional Cardholder's eligible Samsung Device, provided that:

- we can verify your 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 Samsung Pay Device; and
- the account is in good standing.

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

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

3. Using your ANZ Card with Samsung Pay

Once an ANZ Card is added to Samsung Pay, the cardholder can use Samsung Pay to authorise transactions on an account. This is done by using the relevant Samsung Device in place of an ANZ Card at a contactless payment terminal for in person point of sale transactions. To authorise a Samsung Pay payment at a contactless payment terminal the cardholder will be required to initiate Samsung Pay on their Samsung Device (e.g., by opening the Samsung Pay application) and verify the cardholder's identity before presenting the Samsung Device at the contactless payment terminal.

Depending on the value of the transaction, contactless payment terminals may require the cardholder to enter the ANZ Card PIN.

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

If you have another wallet selected as the default tap and pay application on your Samsung Device, you may need to select Samsung Pay as the default tap & pay application on your Samsung Device's settings to make transactions on your account with Samsung Pay. If Samsung Pay is the default tap & pay application on your Samsung Device's settings, you may only be able to pay using Samsung Pay despite another tap & pay application being open at the time you tap your Samsung Device at the contactless payment terminal.

Samsung Pay may not work when the Samsung Device is not within range of a cellular or wireless internet connection and if the Samsung Device has not had a cellular or wireless internet connection for an extended period of time there may be a delay in time before Samsung Pay works once reconnected.

4. Security and your liability

Any person who has access to your Samsung Device on which an ANZ Card is linked may be able to make transactions using an ANZ Card registered in Samsung Pay on the Samsung Device.

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

- where applicable, only the cardholder's biometric identifier (including a fingerprint) is registered on the Samsung Device (and no other person's biometric identifier is registered);
- the Samsung Pay wallet is not shared with anyone and is used only by the cardholder;
- each cardholder keeps the Passcode for the cardholder's Samsung Device and, where applicable, the Samsung 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 with a Samsung Device or anything liable to be stolen with a Samsung Device (unless a reasonable effort is made to protect the security of it);
 - not choosing an easily guessable Passcode and Samsung 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 Samsung Pay PIN.
- the cardholder keeps the Samsung 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 Samsung Device before disposing of the Samsung Device;
- the cardholder does not leave the Samsung Device unattended; and
- the cardholder takes all other necessary steps to prevent unauthorised use of the Samsung Device, or Samsung Pay.

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 Samsung 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 Samsung Device or the Samsung 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 Samsung Device, or the Samsung Pay PIN, you must ensure that the Passcode, or Samsung Pay PIN (as applicable) is changed by you or the Additional Cardholder, as applicable. At any time, you can delete or suspend your ANZ Card from Samsung Pay and any Additional Cardholder can delete or suspend their ANZ Card from Samsung Pay.

You cannot suspend the use of an Additional Cardholder's ANZ Card in Samsung 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:

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

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

If a cardholder no longer wishes to use an ANZ Card with Samsung Pay on a particular Samsung Device, the cardholder can delete the ANZ Card from Samsung Pay on that Samsung Device.

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

If a cardholder wants to ensure all cards (including any ANZ Card) added to Samsung Pay on a Samsung Device cannot be used with Samsung Pay on that Samsung Device they can also:

- uninstall Samsung Pay from that Samsung Device;
- undertake a factory reset of the Samsung Device; or
- reset the Samsung Device or wipe Samsung Pay using Find My Mobile.

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

6. Suspension and termination of Samsung Pay

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

- if ANZ reasonably suspects fraud;
- if an 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 Samsung or by the applicable card network (for example, in circumstances of suspected fraud);
- if ANZ's arrangements with Samsung regarding Samsung 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 Samsung Pay) are set out in the Account Terms.

7. Data Collection and privacy

ANZ may collect information relating to any Samsung Device (including app version, device type and model, operating system and security information such as whether you or an Additional Cardholder have obtained root access):

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

We may also exchange information with Samsung and service providers:

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

If you, or an Additional 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 Samsung 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) contain more general information about our collection and handling of your information.

Once an ANZ Card is registered to a Samsung Device, Samsung may access personal information regarding the use of that ANZ Card through Samsung Pay. Please see Samsung's privacy notice at www.samsung.com/au/samsungpay/policy/Samsung-Pay-Privacy-Notice.pdf.

8. Samsung Pay provided by Samsung

Samsung Pay and Samsung Devices are provided by Samsung, not by ANZ. ANZ's obligation to you in relation to the functionality of Samsung Pay is limited to securely supplying information to Samsung in order to allow the use of an ANZ Card through Samsung Pay.

We are not otherwise liable for the use, functionality or availability of Samsung Pay, any Samsung 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 and any Additional Cardholder will need to agree to Samsung's terms and conditions in order to use Samsung Pay.

9. ANZ Liability

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

- your fraud; or
- your use of Samsung Pay or the Samsung Device in a manner not permitted by Samsung (for example, by obtaining root access to your Samsung 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 Samsung 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 Samsung Pay;
- increase your liability for losses relating to transactions conducted using your ANZ Card in Samsung Pay; or
- impose, remove or change your daily transaction limit or other periodical transaction limit applying to the use of your ANZ Card in Samsung Pay.

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

Notice may be given by letter or by electronic means as set out in clause 11 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.

11. Communication via SMS or Samsung 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 Samsung 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 a Samsung Device.
- **'Additional Cardholder'** means the holder, other than you, of an ANZ Card linked to your account (including, for the avoidance of doubt, any additional cardholder, any commercial credit card cardholder any authorised third party signatory or any joint account holder).
- **'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 which is not expired, blocked, suspended or cancelled.
- **'Passcode'** means anything required to unlock a Samsung Device, including a password, passcode, pattern or biometric identifier (where applicable).
- **'PIN'** means personal identification number.
- **'Samsung'** is a trademark of and means Samsung Electronics Co. Ltd. and includes its related bodies corporate and affiliates.
- **'Samsung Device'** means a device such as a smartphone, tablet or smartwatch using a Samsung operating system, which ANZ determines is eligible for the registration of ANZ Cards to be used in Samsung Pay.
- **'Samsung Pay'** means the mobile payment and digital wallet service created by Samsung that lets users make payments using certain Samsung Devices and credit cards or debit cards registered on such Samsung Devices.
- **"you"** means the account holder of the account related to the ANZ Card which has been added to the Samsung Pay wallet.

14. Trademarks

Samsung and Samsung Pay are trademarks or registered trademarks of Samsung Electronics Co., Ltd.

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