

ANZ with Apple Pay Terms and Conditions

Version: 1.0

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1. These terms

You agree with ANZ to these terms by:

- adding an ANZ Card for use in Apple Pay on your eligible Apple Device, or
- allowing another cardholder to add an ANZ Card linked to your account for use in Apple Pay on their Apple 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 Apple 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 Apple Pay on your eligible Apple Device and any Additional Cardholder can add an ANZ Card to the Additional Cardholder's eligible Apple device, provided that:

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

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

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

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 payment terminal or in an application on an Apple Device. Some contactless payment terminals may require the cardholder to enter the ANZ Card PIN for transactions over \$100 and where the terminal does not recognise authorisation by means of Touch ID or the Apple Device's passcode.

3. Security and your liability

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

If an 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 fingerprint is registered on the Apple Device (and no other person's fingerprint 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 in the same way as a cardholder would a banking password or PIN secure, including by:
 - not sharing it with anyone,
 - not carrying a record of it with an Apple Device or anything liable to be stolen 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 fingerprint be registered on the cardholder's Apple Device, or the cardholder shares the cardholder's passcode with any other person, 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 fingerprint or passcode 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.

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

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

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

- each reference to a 'password' or 'PIN' includes a reference to your 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 fingerprint 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 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 readers at merchant locations, or a reduced level of service caused by the failure of third party communications and network providers (except to the extent that we are deemed liable under the ePayments Code).

You will need to agree to 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.

Notice may be given by letter or by electronic means as set out in clause 10 below. If your ANZ Card is a consumer credit card, we may also provide you with notice in a manner permitted under the national consumer credit legislation, 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.

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.
- **'Additional Cardholder'** means the holder, other than you, of an ANZ Card linked to your account.
- **'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 make payments 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 which is not expired, blocked, suspended or cancelled.
- **"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 the ANZ Card.

13. Trademarks

Apple and Apple Pay are trademarks of Apple Inc.

Visa payWave® is a registered trademark of Visa International Service Association.

American Express is a registered trademark of American Express. ANZ American Express cards are issued by Australia and New Zealand Banking Group Limited pursuant to a license from American Express. Temporary service disruptions may occur.

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