

## **ANZ with Samsung Pay Terms and Conditions**

**Version:** 1.4

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

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.

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

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

### **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 terminal for in person transactions or by using the ANZ Card to pay using the Samsung Pay.

To authorise a Samsung Pay transaction at a contactless 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 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 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 and pay' application on your Samsung Device's settings to make transactions on your account with Samsung Pay. If Samsung Pay is the default 'tap and pay' application on your Samsung Device's settings, you may only be able to transact using Samsung Pay despite another 'tap and pay' application being open at the time you tap your Samsung Device at the contactless 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.

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

If a Cardholder's ANZ Card linked to your account is registered for Samsung Pay on any eligible Samsung 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 Samsung 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 Samsung Device using their biometric information, the Cardholder must use a Passcode instead of a Biometric Identifier to initiate transactions using their ANZ Card on Samsung Pay and must remove their Biometric Identifier from the Samsung Device;
- 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 within a Samsung Device or with anything capable of being stolen along with a Samsung 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 Samsung Device, or the Samsung Pay PIN, you must ensure that the Passcode, or Samsung Pay PIN (as applicable) is changed by you or Another Cardholder, as applicable;
  - 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.

##### **(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 Samsung 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):

- 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 Another 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.

#### **(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 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. However, if you have contributed to the loss by unreasonably delaying reporting to us the loss or theft of the Samsung 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 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.

### **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**

At any time, a Cardholder can delete or suspend their ANZ Card from Samsung Pay. You cannot suspend the use of Another Cardholder's ANZ Card in Samsung 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 Samsung Pay:

- if ANZ reasonably suspects fraud;
- if you report any of the circumstances in 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 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
- if reasonably necessary to protect ANZ's legitimate business interests, for example where we reasonably suspect unlawful activity or misconduct on your ANZ Card in Samsung 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 Samsung Pay.

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 Another 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 Another 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 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 Samsung Pay. If you do not want to receive ANZ marketing information, phone 13 13 14.

The Account Terms and ANZ's Privacy Policy ([www.anz.com/privacy](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 Samsung Device, Samsung may access personal information regarding the use of that ANZ Card through Samsung Pay. Please see Samsung's privacy policy at <https://www.samsung.com/au/info/privacy/>

## **8. Samsung Pay provided by Samsung**

Samsung Pay and Samsung Devices are provided by Samsung, not by ANZ.

We are not responsible for the functionality or availability of Samsung Pay, its compatibility with contactless

terminals, or the availability of Samsung'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 Samsung Pay is limited to securely supplying information to Samsung in order to allow the use of an ANZ Card through Samsung Pay.

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

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

#### **9. ANZ Liability**

ANZ is not liable for any loss or damage you suffer due to the supply of information to Samsung, 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 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. 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 Samsung Pay. Instructions on how to remove an ANZ Card from Samsung Pay are set out at [www.anz.com/samsungpay](http://www.anz.com/samsungpay)

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

#### **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 Samsung 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/samsungpay/#eligible-cards](http://www.anz.com/samsungpay/#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 Samsung Pay on that holder's Samsung 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 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 transact 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 Samsung Pay and, as the context requires, includes the Cardholder of that ANZ Card, and 'your' has a corresponding meaning.

## 15. Trademarks

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

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