

ANZ with Fitbit Pay Terms and Conditions

Version: 1.0

Dated: 22 September 2017

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
- an Additional Cardholder adds an ANZ Card linked to your account for use in Fitbit Pay on their eligible Fitbit 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 Fitbit 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 Fitbit Pay on your eligible Fitbit Device and any Additional Cardholder can add an ANZ Card to the Additional Cardholder's eligible Fitbit 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 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.

You can remove your ANZ Card from Fitbit Pay at any time and an Additional Cardholder can remove their ANZ card linked to your account from Fitbit 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 Fitbit Pay, or remove one, are set out at www.anz.com

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 payment terminal for in person point of sale transactions. To authorise a Fitbit Pay payment at a contactless payment terminal the cardholder is required to present and hold their eligible Fitbit Device at the contactless payment 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 for payment at the contactless payment terminal. The cardholder may be prompted to enter their Fitbit PIN. You must have your ANZ Card selected as your default card within Fitbit Pay in order to use that card in making a transaction.

Fitbit Pay 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 payment terminals may require the cardholder to enter the ANZ Card PIN at the contactless payment 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.

If an ANZ Card linked to your account is registered in Fitbit Pay you are responsible for ensuring that:

- where applicable, only the cardholder's biometric identifier (including a fingerprint) is registered on the Mobile Device or Fitbit Device (and no other person's biometric identifier is registered);
- 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 with a Fitbit Device, Mobile Device, or anything liable to be stolen with a Fitbit Device or Mobile Device (unless a reasonable effort is made to protect the security of it);
 - 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.

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 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 Mobile Device or the Mobile 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 Mobile Device, or the Fitbit Pay PIN, you must ensure that

the Passcode, or Fitbit 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 Fitbit Pay and any Additional Cardholder can delete or suspend their ANZ Card from Fitbit Pay.

You cannot suspend the use of an Additional Cardholder's ANZ Card in Fitbit 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 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 Additional 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.

Based on your report, 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. 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 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.

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.

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.

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

ANZ may block, suspend or terminate an ANZ Card in Fitbit 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 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
- for any other reason.

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 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 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 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 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) 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.

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.

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.

We are not otherwise liable for the use, functionality or availability of Fitbit Pay, any Fitbit Device, Mobile 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 Fitbit's terms and conditions in order to use Fitbit Pay.

9. ANZ Liability

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. 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 Fitbit 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 Fitbit Pay;
- increase your liability for losses relating to transactions conducted using your ANZ Card in Fitbit Pay; or
- impose, remove or change your daily transaction limit or other periodical transaction limit applying to the use of your ANZ Card in Fitbit Pay.

ANZ may make any other changes to the terms applying to the use of your ANZ Card in Fitbit 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 Fitbit 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 Mobile 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 Fitbit 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 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 make payments using certain Fitbit Devices and 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 wallet.

14. Trademarks

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

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