

ANZ with Google Pay Terms and Conditions

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1. These terms

You agree with ANZ to these terms by:

- adding an ANZ Card for use in the Google Pay app on your eligible Android Device; or
- allowing Another Cardholder to add an ANZ Card linked to your account to the Google Pay app on their Android 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 the Google Pay app on your eligible Android Device and Another Cardholder can add an ANZ Card to their eligible Android 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 the Google Pay app on the relevant Cardholder's eligible Android Device;
- if the ANZ Card is an ANZ Commercial Card, the Principal has agreed to the ANZ Card being added to the Google Pay app on the relevant Cardholder's eligible Android Device; and
- the account is in good standing.

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

Instructions on how to add an ANZ Card to the Google Pay app, or remove one, are set out at www.anz.com/googlepay

3. Using your ANZ Card with the Google Pay app

Once an ANZ Card is added to the Google Pay app, the Cardholder can use the Google Pay app to authorise transactions on an account. This is done by using the relevant Android 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 Google Pay app in an application on an Android Device. Depending on the value of the transaction, transactions in applications may require the Android Device to be unlocked prior to making the transaction, and contactless terminals may require:

- the Cardholder to verify their identity (e.g., by entering the ANZ Card PIN); or
- the Cardholder to have unlocked the phone at a point prior to attempting a transaction; or
- the Cardholder to awaken the Android Device (for some Android Devices, carrier specific software settings may override the Google Pay app settings so that you may need to unlock the Android Device prior to attempting a transaction).

You must have selected Google Pay as the default 'tap and pay' application on your Android Device's settings to make transactions on your account with the Google Pay app. You must have your ANZ Card selected as your default card within the Google Pay app in order for the Google Pay app to use that ANZ Card in making a transaction. If the Google Pay app is the default 'tap and pay' application on your Android Device's settings, you may only be able to transact using the Google Pay app despite another 'tap and pay' application being open at the time you tap your Android Device at the contactless terminal. The Google Pay app may not work when the Android Device is not within range of a cellular or wireless internet connection and if the Android Device has not had a cellular or wireless internet connection for an extended period of time there may be a delay in time before the Google Pay app works once reconnected.

4. Security and your liability

Any person who has access to your Android Device may be able to make transactions using an ANZ Card registered in the Google Pay app.

If a Cardholder's ANZ Card linked to your account is registered for the Google Pay app on any eligible Android 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 Android Device (and no other person's biometric identifier is registered);
- the Google Pay wallet is not shared with anyone and is used only by the Cardholder;
- each Cardholder keeps the passcode for the Cardholder's Android 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 an Android Device or with anything capable of being stolen along with an Android 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 Android 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 Android Device before disposing of the Android Device;
- the Cardholder does not leave the Android Device unattended; and
- the Cardholder takes all other necessary steps to prevent unauthorised use of the Google Pay app.

If a Cardholder fails to comply with any of the requirements in this clause 4, you are taken to have authorised that person to transact on your account using the Google Pay app.

This means that any Google 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.

Where applicable, if another person's biometric identifier is registered on your Android Device or the Android Device of Another Cardholder you must ensure that it is removed. If you or Another Cardholder think 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. At any time, a Cardholder can delete or suspend their ANZ Card from the Google Pay app. You cannot suspend the use of Another Cardholder's ANZ Card in the Google Pay app, but you can suspend or close the ANZ Card of Another Cardholder by calling 1800 033 844 (24 hours a day).

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

- any Android Device on which an ANZ Card linked to your account has been added to Google Pay is lost or stolen;
- the mobile service of any Android Device on which an ANZ Card linked to your account has been added to Google 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 Android Device on which an ANZ Card linked to your account has been added to the Google Pay app or that an unauthorised person has used the passcode for an Android Device, ANZ Card PIN or your other credentials to access the Google Pay app.

Based on your report, we will suspend use of your ANZ Card with the Google Pay app. 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 your Android 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.

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 Android Device passcode;
- each reference to a 'Security Requirement' includes the requirement to keep your Android Device passcode secure as described above; and
- each reference to a lost or stolen card includes a lost or stolen Android Device, with all necessary modification, notwithstanding that ANZ does not issue your Android Device to you (or the associated pass code), and noting that, where applicable, if another person's biometric identifier is registered on your Android 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 the Google Pay app.

It may be possible to make transactions using the Google Pay app with your Android Device after deleting/uninstalling the Google Pay app on your Android Device. As a result, if you no longer wish to use an ANZ Card with the Google Pay app, you should remove the ANZ Card from the Google Pay app prior to deleting/uninstalling the Google Pay application on your Android Device. Other ways you can ensure that your ANZ Card cannot be used with the Google Pay app on your Android Device include:

- removing the Google account to which the ANZ Card was added in the Google Pay app;
- undertaking a factory reset of your Android Device; or
- erasing your Android Device on Android Device Manager.

Your ANZ Cards may also be removed from the Google Pay app where your Android Device has not connected to Google's servers for at least 90 days. Fees and Charges

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

6. Suspension and termination of the Google Pay app

ANZ may block, suspend or terminate your ANZ Card in the Google Pay app:

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

7. Data Collection and privacy

ANZ may collect information relating to your Android 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 the Google Pay app;
- 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 Google and service providers:

- to enable the use of the ANZ Card with the Google Pay app and to improve the Google Pay app 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 the Google Pay app. 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) contain more general information about our collection and handling of your information.

Once an ANZ Card is registered to your Android Device, Google may access your personal

information regarding the use of that ANZ Card through the Google Pay app. Please see Google's privacy policy at www.google.com.au/intl/en/policies/privacy

8. Google Pay provided by Google

Google Pay is provided by Google, not by ANZ.

ANZ's obligation to you in relation to the functionality of Google Pay is limited to securely supplying information to Google in order to allow the use of an ANZ Card through the Google Pay app.

We are not otherwise liable for the use, functionality or availability of Google Pay, any Android Device, the availability of compatible contactless terminals, 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 Google's terms and conditions in order to use the Google Pay app.

9. ANZ Liability

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

- your fraud; or
- your use of the Google Pay app or the Android Device in a manner not permitted by Google (for example, by obtaining root access to your Android 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

We can change these terms by giving you notice as described below.

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/googlepay

11. Communication via SMS or the Google Pay app

Without limiting any other means of communicating with you under the Account Terms, we may communicate with you by sending an SMS to your Android 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. 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 an Android 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.
- **'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.
- **'Google'** means Google Asia Pacific Pte. Ltd. ABN 54 341 015 381 and/or its related bodies corporate and affiliates.
- **'Android Device'** means a device such as a smartphone, tablet or smartwatch using an Android operating system, which ANZ determines is eligible for the registration of ANZ Cards to be used in the Google Pay app.
- **'Google Pay'** means the mobile payment and digital wallet service created by Google that lets users transact using certain Android Devices and credit cards or debit cards registered on such Android 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 card as listed on www.anz.com/googlepay/#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.

- **'Cardholder'** means the holder of the ANZ Card added to the Google Pay app on that holder's Android 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 an Android Device, including a password, passcode, pattern or biometric identifier (where applicable).
- **'you'** means the account holder of the account related to the ANZ Card which has been added to the Google Pay app and, as the context requires, includes the Cardholder of that ANZ Card, and 'your' has a corresponding meaning.

15. Trademarks

Google and Google Pay are trademarks of Google LLC.

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