

# ANZ with Garmin Pay Terms & Conditions

## The T&Cs

These are the terms which apply if you add your Card to Garmin Pay on your eligible Garmin Device. We call these terms the **T&Cs**.

You agree to the T&Cs when you add your Card to Garmin Pay on your eligible Garmin Device.

The T&Cs can change. See 'Changes to the T&Cs'.

The T&Cs are important. You should read them together with the Account Terms, which also apply.

## Adding your Card to Garmin Pay

You can add your Card to Garmin Pay on your Garmin Device:

- unless we have acted or can act under the Account Terms to apply certain restrictions to the Account (including to block or terminate an account or cancel your Card) and
- if you are an Additional Cardholder, only if we can verify your identity.

You can remove your Card from Garmin Pay at any time. An account holder can only suspend or remove the Card of an Additional Cardholder from Garmin Pay by contacting us to suspend or close the additional Card.

We may ask you to give us information before you can add your Card to Garmin Pay.

You can use Garmin Pay with the Account once your Card is added to it. To do this, use your Garmin Device at a contactless terminal or where Garmin Pay is accepted in an app or online.

## Fees

The Account Terms contain the fees that apply to the Accounts.

We don't charge any additional fees for registering and using your Card in Garmin Pay.

Other people may charge you fees in connection with using Garmin Pay (e.g. mobile data costs charged by your telecommunications provider). You're responsible for them.

## If things go wrong

### Anyone who can access your Garmin Device can access Garmin Pay

You must keep your Garmin Device and Mobile Device secure. If you don't, anyone who can access your Garmin Device may be able to use your Card in Garmin Pay to spend money.

You must ensure that:

- only your Biometric Identifier is registered on the Mobile Device and
- you reset the PIN for your Garmin Device and Mobile Device when you add a Card to Garmin Pay and ensure that each PIN is kept secret – don't tell anyone your PIN, don't store your PIN on or with your Garmin Device or Mobile Device, or keep a written record unless you can reasonably protect it and don't otherwise act with extreme carelessness in protecting the security of your PIN. **The PIN must not be your birth date or be a recognisable part of your name or include sequential or repetitive numbers.**

Your Garmin Pay must only be used by you and not shared with anyone.

**If you don't do these things, and someone else accesses Garmin Pay and makes transactions using your Card, you may be liable for these transactions under these T&Cs or the Account Terms.**



You must also keep your Garmin Device and Mobile Device safe and secure (including locking it when not in use or unattended) and remove your Card from Garmin Pay before disposing of your Garmin Device or Mobile Device.

## When to contact us

You must contact us immediately if:

- you are the victim of 'mobile phone porting' – sudden and unexpected disconnection of the mobile phone service on your Mobile Device is a sign this may have happened
- you suspect someone has unauthorised access to the PIN for your Mobile Device or your Garmin Device or other identity credentials and has used them to access Garmin Pay
- you suspect a security breach in relation to your Mobile Device or Garmin Device and you have registered your Card in Garmin Pay or
- your Mobile Device or Garmin Device is lost or stolen.

Based on what you tell us, we may suspend or terminate the use of your Card with Garmin Pay.

You must tell us about these things by using one of the contact methods in the relevant Account Terms for each Card, regardless of whether you have told us another way.

## When you are liable

The Account Terms explain when you are liable for unauthorised transactions on the Account. This includes unauthorised transactions that arise through the use of Garmin Pay.

If you allow any other person's Biometric Identifier to be registered on your Mobile Device (including if you register your Biometric Identifier on a Mobile Device already registered with another person's Biometric Identifier):

- that person will be able to transact on your Card using your Mobile Device or Garmin Device and
- you acknowledge and agree that by allowing that person's Biometric Identifier to be registered on your Mobile Device you are authorising that person to initiate those transactions.

This means that any Garmin Pay transaction initiated by that person using the Biometric Identifier will be authorised by you and the terms of the Account Terms which deal with unauthorised transactions will not apply. You could suffer significant loss or liability if this occurs.

To the extent permitted by law and the ePayments Code, you will also be liable for any loss you suffer from using Garmin Pay to the extent that loss was caused by:

- your use of Garmin Pay or the Garmin Device in a manner not permitted by Garmin or the Mobile Device manufacturer (for example, by obtaining root access to your Mobile Device) or
- a reduced level of service caused by matters beyond our reasonable control (for example, those caused by third party software and network providers).



## Stopping and blocking

If your Card or an Account is stopped, locked, blocked or closed under the Account Terms, we may also block your ability to use your Card or the relevant Account(s) in Garmin Pay or, where all linked Accounts have been closed, remove your Card from Garmin Pay.

We can also stop, lock or close your Card in Garmin Pay if:

- Garmin or the applicable card network tell us to do it (for example, in circumstances of suspected fraud) or
- our arrangements with Garmin regarding Garmin Pay cease or are suspended.

We may not tell you before we do this, however, we will where we can.

## Privacy and data

We may collect information relating to your Garmin 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 Card properly functions in Garmin Pay
- for security purposes and to identify fraud
- for us 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 Garmin, Garmin's service providers and our service providers:

- to enable the use of your Card with Garmin Pay and to improve Garmin Pay generally and
- about persons involved in suspected security breaches or fraud.

If you do not want us to collect or disclose information in this way, you should not register a Card in Garmin Pay.

In relation to our handling of your personal information, this section applies in addition to:

- the Account Terms and
- any privacy statement or privacy collection notice we have previously provided to you which set out more general information about how we collect, store, use and disclose information about you.

Curious? You should read our Privacy Policy on the ANZ Privacy Website, which also sets out more general information about our collection and handling of your information.

Once your Card is registered in Garmin Pay, Garmin's service providers and Garmin may access your personal information regarding the use of your Card in Garmin Pay. Please see Garmin's privacy policy at [www.garmin.com/en-AU/privacy/garminpay/](http://www.garmin.com/en-AU/privacy/garminpay/)



## Garmin Pay is provided by Garmin and Garmin's service provider

Garmin and Garmin's service providers provide Garmin Pay and Garmin Devices, not ANZ. Mobile Devices used to access Garmin Pay are also not provided by ANZ. Garmin and Garmin's service providers have their own terms and conditions for Garmin Pay. You'll need to agree to those terms too to use Garmin Pay.

We will provide information to Garmin and Garmin's service providers so that your Card can be used in Garmin Pay, but we are not responsible for Garmin Pay or any Garmin Device.

Garmin, the Garmin logo, and the Garmin delta are trademarks of Garmin Ltd. or its subsidiaries and are registered in one or more countries, including the U.S. Garmin Pay is a trademark of Garmin Ltd. or its subsidiaries.

## Changes to the T&Cs

We can change these T&Cs.

We don't have to tell you about a change to the T&Cs before we make it where we think the change is needed to immediately restore or maintain the security of our processes and systems, or to comply with legal or regulatory requirements. We'll tell you about these changes after we make them.

We'll tell you about other types of changes:

- that add or change government fees or charges, no later than the day of the change (unless the government tells you or publicises the change instead)
- any other change we reasonably consider is unfavourable to you, like increasing or introducing a fee, or changing the method we use to calculate interest – at least 30 days before we make the change. We may give you less notice if it is reasonably necessary to manage a material and immediate risk or
- any other change we reasonably consider has a positive or neutral effect on you – no later than the day we make the change.

We can tell you in one of the ways set out in the Account Terms. Without limiting that, we can also tell you about changes electronically, such as by email or SMS (which includes telling you that details of the changes have been published electronically for you to access) or by press advertisement.



## Other terms

### Contacting each other

We can contact each other through any of the ways set out in the Account Terms.

### The law that governs our contract

The law of Victoria governs the T&Cs. You agree that any court with official power to make legal decisions and judgements in Victoria can hear proceedings in relation to our contract.

### ePayments Code and Banking Code of Practice

We will comply with the ePayments Code.

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.



## What some words mean

Some words have a special meaning when they're used in the T&Cs:

**Account** is an account issued by us that is linked to your Card.

**Account Terms** means the terms and conditions of the Account.

**Additional Cardholder** means a person other than an account holder who has been issued a Card.

**ANZ** is us! We're Australia and New Zealand Banking Group Limited (ABN 11 005 357 522) Australian Financial Services Licence Number 234527.

**ANZ Plus** is a digital banking platform provided by ANZ.

**ANZ Privacy Collection Notice** is any document by that or a similar name that we have previously provided to you. Some of our Privacy Collection Notices can be found on the ANZ Website.

**ANZ Privacy Website** means [www.anz.com/privacy](http://www.anz.com/privacy) or other website we tell you.

**ANZ Website** is our website, [www.anz.com.au](http://www.anz.com.au) or other website we tell you and includes the 'ANZ Plus' part of our website.

**Banking Code of Practice** is the relevant version of the code with that name published by the Australian Banking Association that applies to us (or, if it's replaced, it means its replacement).

**Biometric Identifier** includes fingerprint, faceprint or similar biometric identifier.

**Card** is a physical or digital card we have issued to you.

**Garmin** means Garmin Ltd. and includes its related bodies corporate and affiliates.

**Garmin Device** means a wearable Garmin device, which ANZ determines is eligible for the registration of Cards to be used in Garmin Pay.

**Garmin Pay** means the mobile payment and digital wallet service created by Garmin that lets users transact using certain Garmin Devices and eligible credit cards or debit cards registered on such Garmin Devices.

**Joint Account** is any Account you hold jointly with one or more person(s).

**Mobile Device** means a device such as a smartphone or tablet using an eligible operating system, which is used to register Cards for use with Garmin Pay and on which the digital wallet functionality of Garmin Pay is registered.

**Privacy Policy** is the document by that name which can be found on the ANZ Privacy Website.

**We / us / our** is us! We're ANZ.

**You** is you! You're the holder of the Card. Unless the context otherwise requires, it means you individually and you jointly with any person with whom you hold a Joint Account and any authorised user of the Account.

