

# ANZ with Samsung Pay Terms & Conditions

## The T&Cs

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

You agree to the T&Cs when you add your Card to Samsung Pay on your eligible Samsung 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 Samsung Pay

You can add your Card to Samsung Pay:

- 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 Samsung Pay at any time. An account holder can only suspend or remove the Card of an Additional Cardholder from Samsung 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 Samsung Pay.

You can use Samsung Pay with the Account once your Card is added to it. To do this, use your Samsung Device at a contactless terminal for in person transactions or where Samsung 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 Samsung Pay.

Other people may charge you fees in connection with using Samsung 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 Samsung Device can access Samsung Pay

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

You must ensure that:

- only your Biometric Identifier is registered on the Samsung Device and
- you reset the PIN for your Samsung Device, and, where applicable, Samsung Pay, when you add a Card to Samsung Pay and ensure that any PIN to access your Samsung Device and, where applicable, Samsung Pay is kept secret – don't tell anyone your PIN, don't store your PIN on or with your Samsung 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 Samsung Pay must only be used by you and not shared with anyone.



**If you don't do these things, and someone else accesses Samsung 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 Samsung Device and Samsung Pay safe and secure (including locking it when not in use or unattended) and remove your Card from Samsung Pay before disposing of your Samsung 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 Samsung Device is a sign this may have happened
- you suspect someone has unauthorised access to your PIN for your Samsung Device or your PIN for Samsung Pay or other identity credentials and has used them to access Samsung Pay
- you suspect a security breach in relation to your Samsung Device and you have registered your Card in Samsung Pay or
- your Samsung Device is lost or stolen.

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

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

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

This means that any Samsung 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 Samsung Pay to the extent that loss was caused by:

- 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
- 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 Samsung Pay or, where all linked Accounts have been closed, remove your Card from Samsung Pay.

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

- Samsung or the applicable card network tell us to do it (for example, in circumstances of suspected fraud) or
- our arrangements with Samsung regarding Samsung 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 Samsung 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 Samsung 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 Samsung and service providers:

- to enable the use of your Card with Samsung Pay and to improve Samsung 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 Samsung 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 Samsung Pay, Samsung may access your personal information regarding the use of your Card in Samsung Pay. Please see Samsung's privacy policy at <https://www.samsung.com/au/info/privacy/>

## Samsung Pay is provided by Samsung

Samsung provides Samsung Pay and Samsung Devices, not ANZ. Samsung has their own terms and conditions for Samsung Pay. You'll need to agree to those terms too to use Samsung Pay.

We will provide information to Samsung so that your Card can be used in Samsung Pay, but we are not responsible for Samsung Pay or any Samsung Device.

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

## 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.

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

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

**Samsung** 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 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.

**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.

