

# Our Google Pay™ Terms and Conditions.

Effective as at 26 February 2019

By adding your eligible Card to Google Pay you agree to these conditions, the Google Payment Australia Pty Ltd Product Disclosure Statement and the Google Pay Terms of Service. For eligible cards and devices visit [bankofmelbourne.com.au](http://bankofmelbourne.com.au). You can obtain a copy of these conditions from the applicable website.

These conditions apply in addition to the Westpac Group Privacy Policy, Privacy Statement and account terms and conditions associated with each eligible card ("Product Terms") which can be accessed at [bankofmelbourne.com.au](http://bankofmelbourne.com.au). Where inconsistent with the Product Terms, these terms and conditions apply in respect of your use of Google Pay. The Product Terms apply to both your Card and the Virtual Account Number as they are linked to the same account. There are certain terms and conditions that can only apply to the Card, such as use of a Card at an ATM or obtaining cash advances.

**1. Verification** – For your security we require you to be verified when adding a Card. We may use the Scheme Provider to verify you on our behalf. To find out how you can be verified refer to the Google Pay FAQs at [bankofmelbourne.com.au](http://bankofmelbourne.com.au).

**2. Choosing Cards for Google Pay** – When Google Pay is your default Mobile Payment Service your default card (which can be changed) or selected card will be used for the Google Pay Payment.

For Debit Card, all Google Pay Payments will be processed against the primary account linked to your Card. This can be changed in branch or by calling 132266. For a credit card all Google Pay Payments will be processed against the Card account.

When Debit Card is your default card or selected card, these payments will be processed by eftpos, therefore no merchant fee is applicable.

**3. Transaction Limits** – The transaction limits that apply to your Card also apply to your Virtual Account Number and do not change as a result of you adding your Card to Google Pay. You may be required to authorise a transaction by either entering the PIN for your Card at the terminal or by entering your security credentials on your Android Device.

**Overseas use** – For Debit Card only, Google Pay Payments cannot be processed when used overseas.

**4. Virtual Account Numbers in Google Pay** – The Virtual Account Number is used to process Google Pay Payments. The receipt provided by the merchant will contain a partially masked Virtual Account Number rather than your Card number. Each time you add your eligible Card to Google Pay the Scheme Provider will create a new Virtual Account Number.

Google Pay requests a token (or series of tokens) from the Scheme Provider to authorise transactions using your Virtual Account Number ("Token Key"). A new Token Key is required after a number of purchases are made, a cumulative purchase amount is reached and/or your Token Key expires.

Internet connection is required to obtain a new Token Key on your Android Device and normal mobile data charges apply. If you do not have internet access there may be a delay before you can obtain a new Token Key.

**5. Google Pay required on Android Device** – You are required to keep the Google Pay App on your Android Device. If it is deleted you will not receive a Google Pay Transaction Receipt. You acknowledge that deleting the Google Pay App alone will not disable Google Pay and your Virtual Account Number will remain on your Android Device. To find out how to remove your Virtual Account Number refer to the Google Pay FAQs at [bankofmelbourne.com.au](http://bankofmelbourne.com.au).

**6. Fees and Charges** – The Product Terms describe the fees and charges which apply to each relevant Card. We do not charge you any additional fees for adding or using a Card with Google Pay. You are responsible for all third party charges associated with the use of Google Pay (such as carrier or mobile data charges).

**7. Google Pay provided by Google** – Google Pay is a service provided by Google and not by us and we are not liable for any costs associated with Google Pay being unavailable, or the failure of third party merchants to accept payments using Google Pay. By using Google Pay you agree that:

- (i) Google can provide us with certain information including your Android Device details, personal details, location and account information; and
- (ii) We can provide Google with certain information to allow Google and its service providers to operate Google Pay, to detect and address fraud, to improve and promote Google Pay and to comply with applicable laws and respond to regulatory or government inquiries. Google may store this information outside Australia.

If you do not agree to your information being disclosed or used in this manner you should not add your Card to Google Pay.

**8. Protection & liability for unauthorised transactions** – You must keep your Android Device and security credentials safe and secure at all times, in the same way you would your Card and PIN. The requirements about protecting your Card and PIN and liability for unauthorised transactions extend to your Android Device and Google Pay Payments.

You must not share your Android Device security details or allow another person to register their biometric identifier (e.g. a fingerprint or retinal scan), as that person will be able to make Google Pay Payments and you will be responsible for their use of your Card.

**9. Lost or Stolen Android Device & liability** – If your Android Device is lost or stolen you should immediately remove your Card(s) from your Android Device. Refer to the Google Pay FAQs for how you can do this. This will mean that you can continue to use your Card(s) to make purchases.

If you are unable to remove your Card(s) from your Android Device you should place a hold on or cancel your Card which will include your Virtual Account Number. This will mean that you will not be able to make any transactions on your Card account.

We will not be liable for any loss arising from your use of Google Pay to the extent the loss was caused by your fraud; your use of Google Pay or the Android Device in a manner not permitted by Google or (subject to your rights under the ePayments Code) a reduced level of service caused by matters beyond our reasonable control (e.g. those caused by third party software and network providers).

**10. Suspension or termination** – We may suspend or terminate your use of Google Pay without notice at any time where we suspect unauthorised transactions have occurred, that Google Pay is being misused, to restore the security of a system, any individual Card or account, or if required by a regulatory or government body. We will give you notice in accordance with your Product Terms if your Card is no longer eligible.

**11. Changes to these conditions and communication** – We may change these conditions at any time and will notify you in accordance with the Product Terms. Due to the nature of Google Pay you agree to us communicating with you electronically in relation to your use of Google Pay and these conditions.

## 12. Definitions

**“Android Device”** is a mobile device which contains near field communication technology and the minimum required Android operating system. This can include a smartphone, tablet, watch or other device deemed eligible for the use of Google Pay

**“Card”, “contactless terminal”, “contactless transaction”, “we”, “us”, “our” and “you”** has the same meaning as set out in your Product Terms.

**“Google”** is a trademark of and means Google Inc. and includes its related bodies corporate and affiliates.

**“Google Pay”** means the mobile wallet service provided by Google that enables you to make Google Pay Payments. Android and Google Pay are trademarks of Google Inc.

**“Google Pay Payment”** means a contactless transaction by holding your Android Device to a contactless terminal until the transaction is completed and eCommerce or in-app transactions including, but not limited to, using merchants’ mobile sites, mobile applications and websites by selecting Google Pay as your payment method and any other payments allowed by Google. This also includes refunds processed using Google Pay.

**“Google Pay Transaction Receipt”** means a receipt which complies with the ePayments Code and provides you with further data obtained by Google.

**“Scheme Provider”** means Mastercard or Visa Worldwide Pte. Ltd or, in the case of a debit card, eftpos Payments Australia Ltd (eftpos).

**“Virtual Account Number”** means the number created by the Scheme Provider and stored on your Android Device. This number represents your Card number and is used by Google Pay to process a Google Pay Payment.