



Bank of
Melbourne

Our Samsung Pay™ Terms and Conditions.

Effective as at 18th June 2019.

By adding your eligible Card to **Samsung Pay** you agree to these conditions, the **Samsung** Service Terms and Conditions and the Samsung Pay Terms of Service. For eligible cards and devices visit bankofmelbourne.com.au You can obtain a copy of these conditions from the 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 Where inconsistent with the Product Terms, these terms and conditions apply in respect of your use of Samsung Pay. The Product Terms apply to both your Card and the Digital Card 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 Samsung Pay FAQs at bankofmelbourne.com.au

To authorise a **Samsung Pay Payment** you will need to enter your Samsung Pay authentication on the Samsung Device and if a PIN is required you will need to enter the PIN for your Card at the contactless terminal.

Where the transaction value is above AUD \$100.00:

- (i) you will be required to enter your Card PIN if the contactless terminal prompts you to do so;
- (ii) if the contactless terminal does not prompt you to enter your Card PIN, the transaction will be declined.

We are not responsible for determining whether the contactless terminal prompts you to enter your Card PIN and therefore whether you will be able to make any Samsung Pay Payments with transaction value above AUD \$100.00.

2. Choosing Cards for Samsung Pay.

When Samsung Pay is your default Mobile Payment Service your default card (which can be changed) or selected card will be used for the Samsung Pay Payment.

For a credit card all Samsung Pay Payments will be processed against the Card account.

3. Transaction Limits.

The transaction limits that apply to your Card also apply to your **Digital Card Number** and do not change as a result of you adding your Card to Samsung Pay. You may be required to authorise a transaction by either entering the PIN for your Card at the contactless terminal or by entering your security credentials on your Samsung Device.

4. Digital Card Numbers in Samsung Pay.

The Digital Card Number is used to process Samsung Pay Payments. The receipt provided by the merchant will contain a partially masked Digital Card Number rather than your Card number. Each time you add your eligible Card to Samsung Pay the Scheme Provider will create a new Digital Card Number.

Samsung Pay requests a token (or series of tokens) from the Scheme Provider to authorise transactions using your Digital Card Number ("**Token Key**"). Depending on the scheme provider a new Token Key may be 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 **Samsung 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. 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 Samsung Pay. You are responsible for all third party charges associated with the use of Samsung Pay (such as carrier or mobile data charges).

6. Samsung Pay provided by Samsung.

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

- (i) Samsung can provide us with certain information including your Samsung Device details, personal details, location and account information; and



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(ii) We can provide Samsung with certain information to allow Samsung and its service providers to operate Samsung Pay, to detect and address fraud, to improve and promote Samsung Pay and to comply with applicable laws and respond to regulatory or government inquiries. Samsung 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 Samsung Pay.

7. Protection & liability for unauthorised transactions.

You must keep your Samsung 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 Samsung Device and Samsung Pay Payments.

You must not share your Samsung 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 Samsung Pay Payments and you will be responsible for their use of your Card.

8. Lost or Stolen Samsung Device & liability.

If your Samsung Device is lost or stolen you should immediately remove your Card(s) from your Samsung Device. Refer to the Samsung 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 Samsung Device you should place a hold on or cancel your Card which will include your Digital Card 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 Samsung Pay to the extent the loss was caused by your fraud; your use of Samsung Pay or the Samsung Device in a manner not permitted by Samsung 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).

9. Suspension or termination.

We may suspend or terminate your use of Samsung Pay without notice at any time where we suspect unauthorised transactions have occurred, that Samsung 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.

10. Changes to these conditions and communication.

We may change these conditions at any time and will notify you in accordance with the ePayments Code. Due to the nature of Samsung Pay you agree to us communicating with you electronically in relation to your use of Samsung Pay and these conditions.

11. Definitions.

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

"Digital Card Number" means the number created by the Scheme Provider and stored on your Samsung Device. This number represents your Card number and is used by Samsung Pay to process a Samsung Pay Payment.

"Samsung" is a trademark of and means Samsung Electronics Co Ltd and includes its related bodies corporate and affiliates.

"Samsung 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 Samsung Pay. Android is a trademark of Google Inc.

"Samsung Pay" means the mobile wallet service provided by Samsung that enables you to make Samsung Pay Payments.

"Samsung Pay Payment" means a contactless transaction by holding your Samsung 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 Samsung Pay as your payment method and any other payments allowed by Samsung. This also includes refunds processed using Samsung Pay.

"Scheme Provider" means Mastercard® or Visa Worldwide Pte. Ltd. Mastercard® is a registered trademark of Mastercard International Incorporated.