Google Pay Terms of Use

People First Bank

These People First Bank Google Pay Terms and Conditions (**Terms**) together with the Accounts & Access Facilities Terms & Conditions apply to the use by you of your eligible People First Bank card (**Card**) with Google Pay. Where inconsistent with the Accounts & Access Facilities Terms & Conditions terms, these Terms apply.

By adding your Card or allowing an additional cardholder to add their Card to Google Pay on an eligible Android device you agree to these Terms.

Registration of your Card with Google Pay is subject to us identifying and verifying you and is at our reasonable discretion

Your responsibilities to keep your Card secure and notify us of errors or fraud, and our liability

- You are responsible for securing your Android device, passcodes, and biometric identifiers. You agree to protect and keep confidential any User ID, phone lock passcode, passwords and all other information required for you to make purchases with your Card using Google Pay.
- Always protect a phone passcode by using a unique number or pattern that is not obvious or can be easily guessed. Take precautions when using Google Pay. Try to memorise your passcode or carefully disguise it. Never record a passcode with or on your device or computer or reveal it to anyone.
- You must not allow your Card to be added to Google Pay on a device that does not belong to you, a device that is shared, a device that has another person's biometric identifier registered or a device that will not remain in your possession. If this occurs you may be deemed to have authorised and consented to any transactions performed using the Card though Google Pay and, subject to the ePayments Code, you may be liable for those transactions.
- If your device has been lost, stolen, or compromised, or you believe your security credentials have been compromised, you must report this to us promptly. The Accounts & Access Facilities Terms & Conditions require you to contact us promptly if you believe there are errors or if you suspect fraud with your Card. This includes any fraud associated with Google Pay. You must use Google's device security features (such as Find My Device) to secure or remove your Card if your device is lost or stolen.
- Your liability for unauthorised transactions will be determined in accordance with the ePayments Code and the Accounts & Access Facilities Terms & Conditions or as otherwise provided by law.

Google Pay Service Provider

Google Pay is provided and maintained by Google, not us. We are not the provider of Google Pay and are not responsible for its availability, performance, use and function. You should contact Google Pay customer service if you have questions concerning how to use Google Pay or problems with Google Pay.

We do not make any guarantees that Google Pay will be accepted by all merchants. We are not liable for any loss, injury or inconvenience you suffer because of a merchant refusing to accept Google Pay.

We are not responsible if there is a security breach affecting any information stored in Google Pay or sent from Google Pay. This is the responsibility of the Google Pay.

Where using Google Pay, you are prohibited from using or distributing the Software, except for the purposes of payments transmission and payments processing.

You must accept Google's own terms and conditions to use Google Pay. For compatible devices, refer to https://developers.google.com/pay.

If your supported device operates on Android 9.0 (Pie)/Wear OS 2.18 or higher, Google Pay allows merchants to select how your transactions are processed - this is called 'Least Cost Routing'. The merchant's options are:

1. By the Visa network which will pledge the amount as an authorisation on your account until the transaction is processed.; or
2. By the eftpos network, which will debit your account immediately.

Applicable fees

We do not charge a fee for adding or using your Card with Google Pay.

All applicable account fees and charges relating your account and to the use of your Card still apply.

You are responsible for any third party charges, including mobile carrier or data usage fees.

Suspension or removal of a Card from Google Pay by us

We can block you from adding an otherwise eligible Card to Google Pay, suspend your ability to use a Card to make purchases using Google Pay or cancel entirely your ability to continue to use a Card in Google Pay or using Google Pay more generally. We may take these actions at any time and for one or more of the following reasons:

- if you ask us to suspend or close the eligible account that the Card is linked to,
- if your eligible Card is cancelled, blocked or suspended,
- if you breach the product terms for your account,
- if either you or any additional cardholder breach these Terms,
- if we suspect unauthorised transactions have occurred on your account,
- if required by applicable laws (such as anti-money laundering and counter-terrorism financing laws, or sanctions laws),
- if directed to do so by Google or the applicable Card scheme (for example, in circumstances of suspected fraud or where we cease to provide Google Pay),
- if we are required by a regulatory or government body,
- for security reasons, or
- if we have reasonable grounds to believe that there is a material risk of loss to you or us.

However, unless there are exceptional circumstances (e.g. fraud or criminal activity), we will give you at least 14 days advance notice before taking action under this clause.

We may also cease supporting Google Pay at any time.

Suspension or removal of a Card from Google Pay by you

You may remove your Card from Google Pay by following Google's procedures for removal.

Devices with same Google Pay account

If you add a Card to one of your devices and have other devices sharing the same account (**Other Devices**), this may permit the Card to be added to the Other Devices and permit users of the Other Devices to see Card information. Please contact Google for more information.

Our liability

To the extent permitted by law, we are not liable for losses arising from Google Pay where caused by your actions, failure to protect your device, misuse of Google Pay, or events beyond our reasonable control.

Your liability may be limited under applicable laws and industry codes, including the ePayments Code (where applicable).

Your information

By registering for Google Pay, you consent to us sharing information with Google that is reasonably necessary to enable and support Google Pay. Amongst other things, we may also exchange information about you with the applicable card scheme and service providers where required.

We may also share your information to make available to you in Google Pay information about your Card transactions, or to assist Google in improving Google Pay. We are not responsible for any loss, injury or other harm you suffer in connection with Google's use of your information except to the extent caused by our negligence, fraud or wilful misconduct (or that of our employees or agents).

Google's Privacy Policy is available at policies.google.com. The Accounts & Access Facilities Terms & Conditions and our privacy policy available at www.peoplefirstbank.com.au contains further information about our collection and handling of your information.

You agree to allow us to contact you electronically

You agree that we may contact you electronically (for example via SMS, email and notifications in app) and that this is considered written notice for the purpose of these Terms.

We may amend these Terms in the manner set out in the Accounts & Access Facilities Terms & Conditions.

A copy of the Accounts & Access Facilities Terms & Conditions can be located on our website, www.peoplefirstbank.com.au or obtained from one of our branches.

Definitions

Android device means a device running Google's Android operating system that supports Google Pay.

Google means Google LLC and its related entities.

Google Pay means Google's mobile payment service.

People First Bank, **we**, **us** or **our** means Heritage and Peoples Choice Limited ABN 11 087 651 125, Australian Financial Services Licence 244310 and Australian Credit Licence 244310 trading as People First Bank.

Software means the Plug-In Wallet SDK for Android Pay provided to eftpos Payments Australia Limited (EPAL) by Bell Identification B.V. and any other computer programs, together with any technical information and documentation necessary to use such programs, as modified by time to time by EPAL.

You or **your** means the account holder and any additional cardholders.

Google Pay; Google Play and Google Play logo are trademarks of Google LLC.

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