Digital Wallet Terms of Use

People First Bank

These People First Bank Digital Card Terms and Conditions (**Terms**) together with the Accounts & Access Facilities Terms & Conditions apply to the use by you of your Digital Card

People First Bank Digital Card Terms and Conditions

Where inconsistent with the relevant product terms, these terms apply. By using your Digital Card or allowing an additional cardholder to use their card to make purchases from online merchants you agree to these Terms.

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

- 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 to make purchases from online merchants.
- 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 your Card to make purchases from online merchants. 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 a device that does not belong to you or a web service (where your Card details are stored) to which you are not the subscriber, a device or a web service that is shared, a device or web service that has another person's biometric identifier registered or saved security credentials or a device or web service that will not remain in your possession or control. If any of these circumstances exist, you may be deemed to have authorised and consented to any transactions performed using the Card to make purchases from online merchants and, subject to the ePayments Code, you may be liable for those transactions.
- If your device has been lost, stolen or device or a web service has been 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 online merchants.
- 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.

Using a Card to make online purchases

- You should contact the online merchant customer service if you have questions concerning how to use your card to make payments.
- We do not make any guarantees that online card purchases will be accepted by all merchants.
- We are not liable for any loss, injury or inconvenience you suffer as a result of a merchant refusing to accept a card for online purchases.
- We are not responsible if there is a security breach affecting any information stored by merchants or sent from a merchant. This is the responsibility of the merchant.

Applicable fees

We do not charge a fee for adding or using your Card to make purchases online.

All applicable account fees and charges relating to your account and 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 a Digital Wallet by us

We can block you from using an otherwise eligible Card to make a purchase online, suspend your ability to use a Card to make purchases using tokens or cancel entirely your ability to continue to use a Card online. 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 People First Bank account that the Card is linked to;
- If your eligible Card is cancelled, blocked or suspended;
- If you breach the product terms for your People First Bank account;
- If either you or the additional cardholder breach these Terms;
- If we suspect unauthorised transactions have occurred on your People First Bank 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 the applicable Card scheme (for example, in circumstances of suspected fraud);
- 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 the use of Cards online at any time.

Suspension or removal of a Card from an online merchant

Where you have provided Card details to a merchant, you may remove your Card from an online merchant by following the merchants procedures for removal.

Your information

By using your Card to make a purchase online, you consent to us sharing information with the merchant that is reasonably necessary to enable and support online payments. Amongst other things, we may also exchange information about you with the applicable card scheme and service providers where required.

We are not responsible for any loss, injury or other harm you suffer in connection with a merchant's use of your information except where caused by our negligence, fraud or wilful misconduct (or that of our employees or agents).

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, peoplefirstbank.com.au or obtained from one of our branches.

Definitions

Card or **Digital Card** in these Terms means a Card as defined in the Accounts & Access Facilities Terms & Conditions that is used with an online merchant.

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