

## 1. About this document

This document sets out the terms and conditions which govern your use or attempted use of Visa Click to Pay. This document helps you to understand how Visa Click to Pay works and you should read these terms and conditions before making a decision to use this service on your Visa Card.

We recommend that you read these terms and conditions carefully and keep a copy in case you need to refer to it in the future. You can also get the latest copy from our website at [peoplefirstbank.com.au/disclosure-documents](https://peoplefirstbank.com.au/disclosure-documents).

## 2. Visa Click to Pay

- 2.1. If you have an eligible Visa Card, we will activate your Card for use with the Visa Click to Pay service. With Click to Pay, you can select and pay Merchants with your updated Visa Card credentials delivered at checkout, eliminating the need to enter card details manually.
- 2.2. If you use Visa Click to Pay to make a transaction, Visa is not a party to such transaction or payment, and neither us nor Visa is liable for any goods or services you purchase (for example, if the goods or services are defective, or the Merchant fails to supply the goods or services).
- 2.3. Visa, Merchants and other third parties may use and share information about your use of Click to Pay, including information about a transaction, such as information (without limitation) relating to completing a transaction and/or to determine whether you may be eligible for other Card benefits or features, as determined by Visa, Merchants and any other third parties. This includes where you may have attempted to register a Card for Click to Pay directly with Visa. In such circumstances, Visa may still share with us any information you provided while attempting to register your Card with Visa, to enable us to activate your Card for the Click to Pay service. We are not responsible for any loss, injury or other harm you suffer in connection with the disclosure of your information in connection with Visa Click to Pay.
- 2.4. Click to Pay is only available to you as the Accountholder of, or as a person to whom the Accountholder authorises us to issue, a Visa Card eligible for use with Click to Pay.
- 2.5. Certain authentication capabilities may be made available to you for use on your Device with the Visa Click to Pay service, including finger and face authentication, and/or your Device passcode. The use of these authentication capabilities is governed by the agreement between you and your Device manufacturer. Your authentication information does not leave your Device and will not be transferred to Visa as part of your use of Click to Pay.
- 2.6. You may choose whether to authorise Visa to use your authentication information with any payment transaction made using Click to Pay. You can disable the use of your authentication information by unlinking your Visa Card from your Click to Pay account by removing your Device at either:
  - <https://secure.checkout.visa.com>;
  - visiting our website at <https://www.peoplefirstbank.com.au>;
  - calling us on 13 11 82; or
  - visit one of your local branches and tell us you'd like to remove this functionality.
- 2.7. By authorising Visa to use your authentication information for Click to Pay, you consent to Visa processing your personal information in accordance with the Visa Global Privacy Notice, which may mean some of your data is transferred to Visa's data centres which may be located overseas. You can access the Visa Global Privacy Notice at <https://visa.com/privacy>.
- 2.8. By using Visa Click to Pay you agree:
  - to use Click to Pay only as permitted by Law;
  - not to disrupt or interfere with the security or operation of, or otherwise abuse, Click to Pay or any part of Click to Pay;
  - not to attempt to obtain unauthorised access to Click to Pay or portions of Click to Pay that are restricted from general access;
  - not to use Click to Pay in any manner that could be deemed false and/or defamatory, abusive, vulgar, hateful, harassing, obscene, profane, threatening, invasive of a person's privacy, or in violation of any third party rights;
  - not to reproduce Click to Pay in any form, or store or incorporate Click to Pay into any information retrieval system, electronic, mechanical or otherwise;

- not to copy, emulate, clone, rent, lease, sell, commercially exploit, modify, decompile, disassemble, distribute, reverse engineer or transfer Click to Pay or any portion thereof; and
  - not to use any Device, software or routine to interfere or attempt to interfere with the proper working of Click to Pay and/or take any action that imposes an unreasonable or disproportionately large burden on the Click to Pay system, as determined by Visa in its reasonable discretion.
- 2.9. Your continued use of Click to Pay after any changes, modifications or improvements have been made to any or all aspects of the Click to Pay service or these Click to Pay Terms & Conditions, will be construed to be your acceptance of such changes, modifications or improvements, and the applicability of these Click to Pay Terms & Conditions to such changes, modifications or improvements.
- 2.10. If you do not agree to the Click to Pay Terms & Conditions, or any updates made to these Terms & Conditions, you must not use Click to Pay. You may terminate or opt-out of Click to Pay for a Card at any time by calling us on 13 11 82.
- 2.11. In no event and under no cause of action, including negligence, shall Visa or any of its affiliates, and each of their respective officers, directors, customers, members, employees or authorised agents (collectively, the "Visa Parties") be liable for any damages, claims or losses incurred (including compensatory, incidental, indirect, special, consequential, punitive or exemplary damages), however caused and under any theory of liability, arising from or in connection with Click to Pay, even if a Visa Party is advised of the possibility of such damages, claims or loss (the "Visa Parties' Disclaimer").
- 2.12. Where the Visa Parties' Disclaimer, or any other disclaimer, exclusion or limitation of certain warranties, liabilities and damages by the Visa Parties, is not permitted under applicable law, then the Visa Parties' aggregate liability to each Accountholder (if any) will be limited to the lesser of:
- 2.12.1. the fullest extent permitted by applicable law;
  - 2.12.2. USD \$100; or
  - 2.12.3. the Accountholder's actual loss.
- 2.13. Nothing in these Click to Pay Terms & Conditions excludes Visa's liability to an Accountholder for:
- 2.13.1. death or personal injury caused by its negligence;
  - 2.13.2. fraud or negligent misrepresentation; or
  - 2.13.3. any other matter to the extent that such exclusion would be illegal or prohibited by applicable laws).

## Changes to these Terms & Conditions

- 2.14. Acting reasonably, and in order to comply with applicable law, codes of practice and scheme regulations, we may change these Terms & Conditions from time to time without your consent or further agreement (including to impose or vary any fees and charges). We will give you 30 days' notice of any changes to these Terms & Conditions unless we consider that the change is not adverse to you, in which case we will notify you before, or with, your next statement or unless a change is made to restore or maintain the security of our systems, in which case we can make the change immediately without notice.

## 3. Definitions in this document

**Accountholder** means the person(s) in whose name(s) an Account is held and if there is more than one Accountholder, it means the Accountholders jointly and severally;

**Card means** any authorised card issued by us which can be used to access an Account;

**Click to Pay** means a secure online payment service supported by Visa and enabled by People First Bank for faster online checkouts;

**Merchant** means a retailer or any other provider of goods or service;

**Visa** means Visa Inc;

**Visa Card** means a Visa Debit Card or Visa Credit Card issued to you or a Third Party Operator by us;

**We, us, our or People First Bank** refers to Heritage and People's Choice Ltd ABN 11 087 651 125, Australian Financial Services Licence 244310 and Australian Credit Licence 244310; and

**You or your** means, according to the context:

- the Accountholder; and
- any third party operator; or
- any person the Accountholder authorises us to issue a Card to.