

## 1. What you need to know about these terms

You agree to these terms by:

- adding an ANZ Card for use in Google Pay on your eligible Android Device
- allowing another cardholder to add an ANZ Card linked to your account for use in Google Pay on their Android Device.

These terms apply in addition to the Conditions of Use associated with each ANZ Card, and the ANZ Electronic Banking Conditions, available at [anz.co.nz](http://anz.co.nz) or from any branch. Where these terms are inconsistent with terms in the Conditions of Use or the ANZ Electronic Banking Conditions, the ANZ Google Pay Terms and Conditions apply. It is important that you read these terms, the Conditions of Use, and the ANZ Electronic Banking Conditions together.

You must agree to, and comply with, Google's [Google Pay Terms of Service](#) in order to use Google Pay.

## 2. A glossary of the terms we use

In these terms:

**'Additional Cardholder'** means the holder, other than you, of an ANZ Card who is able to access your card account in accordance with the ANZ Credit Card Conditions of Use.

**'Android Device'** means a device such as a smartphone, tablet or smartwatch using an Android operating system, which Google determines is eligible for the registration of ANZ Cards to be used in Google Pay.

**'ANZ', 'our' or 'we' or 'us'** means ANZ Bank New Zealand Limited and its successors and assigns, and 'our' has a corresponding meaning.

**'ANZ Card'** means a personal ANZ Visa credit card or an ANZ Visa Debit card that ANZ has approved for use in Google Pay, which is not expired, blocked, suspended or cancelled.

**'Biometric Identification'** means verifying identity using a person's unique physical and other traits, such as Voice ID or facial recognition on fingerprint log-on using fingerprint identity sensor.

**'Conditions of Use'** means the ANZ Credit Card Conditions of Use for each ANZ credit card, and the ANZ EFTPOS Card and ANZ Visa Debit Card Conditions of Use for each ANZ Visa Debit card added to Google Pay.

**'Google'** means Google Asia Pacific Pte. Ltd. ABN 54 341 015 381 and its related bodies corporate and affiliates.

**'Google Pay'** means the mobile payment and digital wallet service created by Google that lets users make payment transactions using certain Android Devices and credit cards or debit cards registered on such Android Devices.

**'you' and 'your'** means the person or people named as the cardholder for the ANZ Card which has been added to Google Pay. Where more than one person is the cardholder, 'you' means each person individually, and any two or more of those people.



As part of our commitment to you, this document meets the WriteMark Plain Language Standard. If you have any questions about this document, please ask at any branch, phone us on 0800 269 296, or send us an email from our website.

### 3. How to add and remove an ANZ Card in Google Pay

You can add an ANZ Card to Google Pay on your eligible Android Device and any Additional Cardholder can add an ANZ Card to the Additional Cardholder's eligible Android Device, provided that:

- you are registered for ANZ Internet Banking or goMoney
- if you are not the sole account holder, each account holder has agreed to the ANZ Card being added to the relevant cardholder's eligible Android Device
- we can verify your, or the Additional Cardholder's, identity, and
- the account is in good standing.

You can remove an ANZ Card linked to your account from Google Pay at any time and an Additional Cardholder can remove their ANZ Card from Google Pay at any time. Instructions on how to add an ANZ Card to Google Pay, or remove one, are set out on our [Google Pay web page](#).

### 4. How to use your ANZ Card with Google Pay

Once an ANZ Card is added to Google Pay, the cardholder can use Google Pay to authorise transactions on that ANZ Card. To authorise transactions, use the relevant Android Device in place of an ANZ Card at a contactless terminal, in an application or online.

You must nominate a card in Google Pay to make transactions. The nominated card will be your default card in Google Pay. Transactions will be debited from the card account for your default card in Google Pay unless you select a different card for the transaction.

You do not need to unlock your Android Device to use Google Pay for contactless transactions in New Zealand of less than NZD \$200. If three consecutive transactions are made using Google Pay on your Android Device without the phone being unlocked, you will need to unlock your phone before you can make another transaction using Google Pay.

Before you can add your ANZ Card to Google Pay, your Android Device must have a screen lock.

In New Zealand, if the contactless transaction is over NZD \$200, you'll also need to unlock your Android Device or may need to enter your ANZ card PIN at the contactless terminal to authorise the transaction. The transaction limits at which a PIN is required may vary overseas.

You must have selected Google Pay as the default mobile wallet application on your Android Device's settings to make transactions with Google Pay.

## 5. How to keep your Android Device secure

Any person who has access to your Android Device may be able to make transactions using an ANZ Card registered in Google Pay.

We have set out below some things that you must do to help keep your Android Device secure.

Make sure that no one else knows how to unlock or access your Android Device.

Take all possible care to keep your Android Device pattern, passcode, or Biometric Identification secure and confidential by:

- choosing a PIN or passcode that's hard for others to work out, and different from your other PINs and passcodes
- memorising your PIN or passcode and not writing it down
- not telling anyone your PIN or passcode, including your family or anyone who appears to be in authority (such as people who claim to be ANZ staff, a merchant or the Police)
- taking all reasonable care so that no one sees your passcode or pattern when you enter it
- changing your PIN, passcode or pattern regularly, and immediately if you think another person knows it, and
- not allowing anyone else to register their Biometric Identification on your Android Device.

Protect the security of your Android Device, including by:

- regularly updating its operating system
- not leaving it unattended
- only installing trusted applications on your Android Device, and
- not doing anything fraudulent or malicious to your Android Device such as reverse engineering or hacking into its software, overriding its hardware or software, or enabling rooting.

You must remove any ANZ Cards from your Android Device, before selling or giving your Android Device to someone else.

You must follow the requirements in the ANZ Electronic Banking Conditions for the PIN on your ANZ Card.

You must call us immediately on 0800 658 044, or +64 9 522 3010 from overseas, if:

- you lose your Android Device or it's stolen
- someone else has used, or might have used, Google Pay on your Android Device without your authority
- someone else knows, or may know, your ANZ Card PIN or how to unlock your Android Device
- the mobile service on your Android Device is suddenly disconnected without your permission — this may indicate you have been subject to mobile phone porting or fraud, or
- you suspect a security breach has occurred in relation to your Android Device or Google Pay.

Based on your report, we will suspend all use of your ANZ Card in Google Pay and we may also suspend use of your physical ANZ Card. This helps protect you as much as possible from additional loss or liability.

For more information and advice on how to protect yourself and your information when using electronic banking services see our [Banking Safely webpage](#) and the [ANZ Electronic Banking Conditions](#).

## 6. Your responsibility for unauthorised use, other losses and damage

You accept that our authority to process instructions on your ANZ Card through Google Pay comes from the transmission of a transaction using Google Pay. You agree we have that authority whether or not you have actually given authority for the instruction.

Any person who has access to your Android Device will be able to make transactions using an ANZ Card registered in Google Pay, even if that person is not able to unlock your Android Device.

In New Zealand, if the contactless transaction is over NZD \$200, you'll also need to enter your ANZ Card PIN at the contactless terminal to authorise the transaction. The transaction limits at which a PIN is required may vary overseas.

Only three consecutive transactions or attempts can be made by your Android Device using Google Pay before your Android Device will need to be unlocked, to continue making transactions.

If Google Pay is enabled on your Android Device, and another person has access to your Android Device, you are taken to have authorised that person to make transactions on your account using Google Pay. This means we will treat any Google Pay transaction initiated by that person as authorised by you and you will be responsible for such transactions. The provisions in these terms and the ANZ Electronic Banking Conditions dealing with unauthorised transactions will not apply to such transactions.

Such transactions could result in significant loss or liability to you.

We have set out what losses and costs you'll be responsible for in the [ANZ Electronic Banking Conditions](#).

## 7. Limits to ANZ's liability

You agree that, to the extent permitted by law, ANZ will not be liable for any direct or indirect loss or damage arising from your use of Google Pay to the extent that:

- the loss was caused by your fraud or negligence
- we believe you've contributed to the loss. For example, you have breached these terms or used Google Pay or your Android Device in a manner not permitted by Google, such as obtaining root access to your Android Device, or
- the loss was caused by situations outside of our control, such as a malfunction of any equipment or systems supporting Google Pay.

You agree that, to the extent permitted by law, ANZ won't be responsible for any direct or indirect loss or damage:

- to your Android Device from any use or attempted use of Google Pay
- if you can't access or use Google Pay
- arising from the goods or services which you have purchased using Google Pay, or
- if any transaction fails or is declined when you use Google Pay.

## 8. Reasons we might block your use of Google Pay

ANZ may block, suspend or terminate your ANZ Card in Google Pay at any time:

- if ANZ reasonably suspects fraud
- if your ANZ Card is cancelled, blocked or suspended
- if you are in default under any of our terms and conditions
- 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 by the applicable card network (for example, in circumstances of suspected fraud)
- if ANZ's arrangements with Google regarding Google Pay cease or are suspended, or
- in any of the situations that ANZ may delay, refuse to let you do a transaction, or suspend and cancel your physical ANZ Card under the ANZ Electronic Banking Conditions. This includes:
  - if delaying, or refusing, the transaction will help prevent fraud, money laundering, or other crimes happening in New Zealand or overseas
  - if the transaction involves, directly or indirectly, certain countries, types of business, or people which New Zealand or overseas laws prevent you or us from dealing with, or which we're not prepared to do business with, for any reason, and
  - if we believe we'll suffer a loss if you continue to use your ANZ Card.

We can block, suspend or terminate your ANZ Card in Google Play at any time and without letting you know first. We won't be responsible for any losses or costs you or anyone else incur because we've refused to complete any transaction, when our refusal is in accordance with these terms and the ANZ Electronic Banking Conditions.

## 9. How we collect, use, and manage your information

ANZ may collect information relating to your Android Device (including from Google). This information can include your phone number, app version, device type and model, operating system and security information such as whether you have obtained root access, and information about your transactions in Google Pay. We can collect such information:

- to make sure your ANZ Card properly functions in Google Pay
- for security purposes and to identify fraud
- so we can better provide assistance to you
- to enable us to comply with our obligations to Google and any other parties associated with the provision of Google Pay
- to comply with applicable laws and regulations and respond to regulatory or governmental enquiries
- to perform internal analytics, and
- to tell you about other products or services that may be of interest to you, unless you have opted out.

We also receive information from Google when you add an ANZ Card to Google Pay about your location (if you have location services enabled on your Android Device) and about your Google Account, which may be used by us to help determine whether to approve adding your ANZ Card to Google Pay.

## ANZ Google Pay Terms and Conditions

We may also exchange information with Google and third party service providers, including Visa Worldwide Pte Limited, and mobile network operators:

- to enable the use of your ANZ Card with Google Pay and to improve Google Pay generally, and
- to share information about persons involved in suspected security breaches or fraud.

The information we exchange with Google can be used by Google to:

- enable the use of your ANZ Card with Google Pay
- enable Google to display your transaction history in Google Pay
- improve and promote Google Pay and the user experience with Google Pay generally
- manage and enhance the Google Pay program
- help prevent and detect security breaches and fraud
- comply with applicable laws and regulations and respond to regulatory or governmental inquiries, and
- create business performance reporting and perform ad attribution analysis at an aggregate level.

The information may also be used by Google in accordance with their [privacy policy](#).

If you do not want us to collect or disclose this information as described, you should not register an ANZ Card for use in Google Pay. If you do not want to receive marketing information from us, phone us on 0800 269 296.

The ANZ Electronic Banking Conditions contain more general information about how we collect and handle your information.

Once an ANZ Card is registered to your Android Device, Google may access your personal information about the use of that ANZ Card through Google Pay. Please see [Google's privacy policy](#) for how Google may access and use your personal information. You are responsible for ensuring you read and understand Google's privacy policy.

## 10. Google Pay is provided by Google

Google Pay is provided by Google, not by ANZ. We supply information to Google to allow the use of an ANZ Card through Google Pay. We are not liable for:

- use, functionality or availability of Google Pay or any Android Device
- merchant locations having available and compatible contactless terminals, or
- any reduced level of service caused by the failure of third party communications and network providers.

You must also agree to Google's [Google Pay Terms of Service](#) in order to use Google Pay.

## 11. ANZ may communicate via SMS or Google Pay

Without limiting any other means of communicating with you under the Conditions of Use, you agree that we may communicate with you by:

- sending an SMS to your Android Device
- sending you an email to the email address you have provided
- writing to you at the address you have provided to us, or
- sending a push notification to your Android Device.

These communications may include a link to detailed information on our website.

## 12. We will notify you of changes to these terms

ANZ can change these terms and our fees at any time by giving you notice as described below. Such changes will not increase your liability for transactions already conducted using an ANZ Card in Google Pay.

We will let you know what's happening at least 14 days before we make any changes using any of the following methods:

- writing to you, sending you an email or calling you by telephone
- posting messages in our electronic banking services
- putting up information in our branches or on our website, or
- advertising the changes, for example in newspapers, or on radio or television.

The current terms will always be available for you to view at [anz.co.nz/googlepay](http://anz.co.nz/googlepay).

## 13. These terms and the law

If any provision or part of a provision of these terms is illegal, invalid or unenforceable, it will be severed from these terms and the remaining provisions (or parts of provisions) will continue in full force and effect. New Zealand law applies to these terms.

## 14. Trademarks

Android, Google Play and Google Pay are trademarks of Google LLC.

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