

1. What you need to know about these terms

You agree to these terms by:

- adding an ANZ Card for use in Google Wallet for Google Pay on your eligible Device
- adding an ANZ Card for use in Google Pay or Fitbit Pay on your eligible Device
- allowing another cardholder to add an ANZ Card linked to your account for use in Google Wallet for Google Pay on their Device. In the case of ANZ Visa Debit and ANZ Business Visa Debit cards, you provide this authority when we've both agreed that the cardholder can access and use your accounts by themselves.

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 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 Fitbit Pay or Google Wallet for 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.

'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 an ANZ Visa credit card, ANZ Visa Debit card or ANZ Business Visa Debit card, or any other card that ANZ has approved for use in Fitbit Pay or 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.

'Card Account Owner' means the person or persons who owns the credit card account linked to your ANZ credit card or the everyday savings account linked to your ANZ Visa Debit or ANZ Business Visa Debit card.

'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 or ANZ Business Visa Debit card, added to Fitbit Pay or Google Wallet.

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

'Fitbit Pay' means any payments system offered by Google or its affiliates that lets users make payment transactions on compatible Devices and on credit cards or debit cards registered on those devices.

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

'Google Pay' means any payments service offered by Google or its affiliates, that lets users make payment transactions using certain Devices and credit cards or debit cards registered on such Devices.

'Google Wallet' means the digital wallet for compatible Devices that allows you to store your wallet cards for Google Pay and other items on your Device.

'you' and 'your' means the card account owner or the person to whom we've provided an ANZ card that's added to either your Fitbit Pay or Google Wallet.



WriteMark

Plain Language Standard

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 Wallet and Fitbit Pay

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

- you are registered for ANZ Internet Banking or goMoney
- we can verify your, or the Additional Cardholder's, identity, and
- the account is in good standing.

You can add an ANZ Card to Fitbit Pay by following the instructions in the Fitbit App on your compatible Device. You can remove your ANZ Card linked to your account from Google Wallet or Fitbit Pay at any time and an Additional Cardholder can remove their ANZ Card from their Google Wallet at any time. Instructions on how to add an ANZ Card to Google Wallet or Fitbit Pay, or remove one, are set out on our [Google Pay web page](#).

4. How to use your ANZ Card with Google Pay or Fitbit Pay

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

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

Once an ANZ Card is added to Fitbit Pay you can use it to authorise transactions on that ANZ Card. To authorise transactions, use the relevant Device in place of an ANZ Card at a contactless terminal, in an app or online.

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

Before you can add your ANZ Card to Google Wallet for Google Pay or Fitbit Pay, your Device must have a screen lock.

In New Zealand, if the contactless transaction is over NZD \$200, you'll also need to unlock your 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 Wallet as the default wallet application on your Device's settings to make transactions with Google Pay.

5. How to keep your Device secure

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

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

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

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

- choosing a PIN, pattern, or passcode that's hard for others to work out, and different from your other PINs and passcodes
- memorising your PIN, pattern, or passcode and not writing it down
- not telling anyone your PIN, pattern, 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 PIN, 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 Device.

Protect the security of your Device, including by:

- regularly updating its operating system
- not leaving it unattended
- only installing trusted applications on your Device, and
- not doing anything fraudulent or malicious to your 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 Device, before selling or giving your 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 update to 0800 269 296, or +64 4 470 3142 from overseas, (charges may apply), if:

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

Based on your report, we will suspend all use of your ANZ Card in your Google Wallet 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 Wallet comes from the transmission of a transaction using Google Pay.

You accept that ANZ's authority to process instructions on your ANZ Card:

- through Google Wallet comes from the transmission of a transaction using Google Pay
- through Fitbit Pay comes from the transmission of a transaction using Fitbit Pay.

Any person who has access to your Device will be able to make transactions using an ANZ Card registered in your Google Wallet or on Fitbit Pay, even if that person is not able to unlock your 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 Device using Google Pay or Fitbit Pay before your Device will need to be unlocked, to continue making transactions.

If Google Pay or Fitbit Pay is enabled on your Device, and another person has access to your Device, you are taken to have authorised that person to make transactions on your account using Google Pay or Fitbit Pay. This means we will treat any Google Pay or Fitbit 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 Fitbit Pay, Google Pay or Google Wallet 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, Fitbit Pay or your Device in a manner not permitted by Google, such as obtaining root access to your Device, or
- the loss was caused by situations outside of our control, such as a malfunction of any equipment or systems supporting Fitbit Pay, Google Pay or Google Wallet.

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

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

8. Reasons we might block your use of Google Pay or Fitbit Pay

ANZ may block, suspend or terminate your ANZ Card in your Google Wallet or Fitbit 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 Fitbit Pay, Google Pay or Google Wallet 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 your Google Wallet 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 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 Fitbit Pay, Google Wallet and 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 Wallet for Google Pay or Fitbit 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 Wallet about your location (if you have location services enabled on your Device) and about your Google Account, which may be used by us to help determine whether to approve adding your ANZ Card to Google Wallet or Fitbit Pay.

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 Fitbit Pay, Google Pay and Google Wallet and to improve Fitbit Pay and 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 Fitbit Pay, Google Pay and Google Wallet
- enable Google to display your transaction history in Google Pay or Fitbit Pay.

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- improve and promote Fitbit Pay, Google Pay and Google Wallet and the user experience with Fitbit Pay, Google Pay and Google Wallet generally
- manage and enhance the Fitbit Pay, Google Pay and Google Wallet 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 Wallet or in Fitbit 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 Device, Google may access your personal information about the use of that ANZ Card through Fitbit Pay or Google Pay in Google Wallet. 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 and Fitbit Pay are provided by Google

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

- use, functionality or availability of Fitbit Pay, Google Pay, Google Wallet or any 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 in Google Wallet and Fitbit Pay.

11. ANZ may communicate via SMS or Google Pay/Fitbit 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 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 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.

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, Google Wallet and Google Pay are trademarks of Google LLC. Fitbit Pay is a registered trademark of Fitbit LLC and/or affiliates in the United States and other countries.

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