

# Fitbit Pay

## 1. Agreement to these Terms and Conditions

1.1. You agree that you accept these Qudos Bank Fitbit Pay Terms and Conditions by adding a Qudos Bank Card to Fitbit Pay on an eligible Fitbit Device.

1.2. These Qudos Bank Fitbit Pay Terms and Conditions together with the Terms and Conditions of your accounts and Qudos Bank's Terms and Conditions for Savings Accounts and Payment Services, govern your use of your eligible Qudos Bank card with the Fitbit Pay (together referred to as "Terms and Conditions").

## 2. Fitbit Pay provided by Fitbit

2.1. Fitbit Pay is provided by Fitbit, not by Qudos Bank. Qudos Bank is not liable for the use, functionality or availability of Fitbit Pay, any Fitbit Device or any disruption caused from the availability of contactless merchant terminals or reduced service levels caused by the failure of telecommunications networks.

2.2. You must agree to Fitbit's terms and conditions in order to register and use Fitbit Pay.

## 3. Using your Qudos Bank Card with Fitbit Pay

3.1. You can add a Qudos Bank Card to Fitbit Pay on a Fitbit Device. If you are an additional cardholder, you may add your Qudos Bank Card to Fitbit Pay (however the verification code will be sent to the primary account holder). Any references to "you" or "your" in these Qudos Bank Fitbit Pay Terms and Conditions means the person who holds the Qudos Bank Card that is used for Fitbit Pay, including additional cardholder.

3.2. You must be verified when adding a Qudos Bank Card. As part of the process through Fitbit Pay we will send you a text message to your mobile with a verification code. You should ensure that Qudos Bank has your correct mobile number in order to receive the verification code via text message (you may also call our Contact Centre on 1300 747 747 for verification). We also require a current

email address to send the welcome notification. If you do not have a valid mobile and email registered with us (or have had these details registered for less than 30 days), you may also call our Contact Centre on 1300 747 747 for verification and Card provisioning. If we cannot properly verify you or if we suspect that there may be attempted fraud, we may decline the request to add your Qudos Bank Card to Fitbit Pay.

3.3. Once your Qudos Bank Card is registered with Fitbit Pay, you can use your Fitbit Device to authorise transactions on the linked account.

3.4. If you have multiple cards linked to Fitbit Pay and would like your Qudos Bank Card to be the default card for your transactions, you can do this within the setting of the Fitbit App. Please refer to Fitbit support materials for further details.

3.5. You may be required to enter your Qudos Bank Card PIN into the merchant's terminal or enter Fitbit security credentials (e.g., PIN or passcode) on supported devices to complete a transaction.

3.6. The transaction limits that apply to your Qudos Bank Card do not change as a result of your adding your Card to Fitbit Pay.

3.7. Fitbit Pay may not be accepted outside of Australia, or at all places where your Qudos Bank Card is accepted.

## 4. Suspension or Termination of Fitbit Pay

4.1. Qudos Bank may suspend or terminate use of your Qudos Bank Card with Fitbit Pay without notice at any time, including if:

- › your Qudos Bank Card is cancelled, blocked or suspended;
- › you breach any of the Terms and Conditions;
- › we, Fitbit or a card network provider reasonably suspects unauthorised transactions or fraud has occurred;
- › if we are required to do so under any legislation or law, or if required to by a regulatory or government body;
- › if our arrangements with Fitbit regarding Fitbit Pay cease or are suspended; and
- › for any other reasonable reason we deem appropriate.

Qudos Bank will endeavour to provide not less than 14 days notice of such action where reasonably practicable.

4.2. You may remove your Qudos Bank Card from Fitbit Pay by following the instructions provided on your device by Fitbit.

## 5. Applicable Fees and Charges

5.1. Qudos Bank does not charge any additional fees for adding or using a Qudos Bank Card with Fitbit Pay.

5.2. All applicable fees relating to your Account as specified in the Terms and Conditions and our Fees and Charges Guide still apply.

5.3. By using Fitbit Pay, you may incur third party charges such as carrier or mobile data charges, which you are responsible for.

## 6. Data Collection and Privacy

6.1. By using Fitbit Pay, you agree that:

- > Qudos Bank and Fitbit may exchange information relating to the set up and use of Fitbit Pay, including (but not limited to) information about your Fitbit Device (on which your Qudos Bank Card is registered), your transaction history and other information required to facilitate the Fitbit Pay experience.
- > Fitbit may also use your personal information for different purposes. Please review Fitbit's terms and condition and privacy policies carefully.

6.2. We may also exchange your information with other service providers (such as Visa).

6.3. If you don't want us to collect or disclose this information, you should not register a Qudos Bank Card for use in Fitbit Pay.

## 7. Qudos Bank's Liability

7.1. Qudos Bank will not be liable for any loss arising from your use of Fitbit Pay to the extent the loss was caused by:

- > Your contribution to the fraud; or
- > Your use of Fitbit Pay or the Fitbit Device in a manner not permitted by Fitbit (for example, by obtaining root access to your Fitbit Device); or
- > Subject to your rights under the ePayments Code, a reduced level of service caused by matters beyond our reasonable control (for example, those caused by third party software and network providers).

## 8. Security and Associated Liability

8.1. If your Qudos Bank Card is registered for Fitbit Pay on a Fitbit Device, it is your responsibility to ensure that:

- > where the Fitbit Device is accessible via a Passcode, the Passcode is not able to be easily guessed or deciphered (e.g. your date of birth), it is kept safe and secure at all times, in the same way as you would a PIN or other banking password, and that it is not be disclosed to anyone, kept with the Fitbit Device or in anything with which the Fitbit Device is stored;

- > the Fitbit Device is locked at all times when not in use and is not left unattended in a non-secure environment; and
- > you remove any Qudos Bank Cards from the Fitbit Device before disposing of it.

8.2. You must notify us immediately if:

- > your Fitbit Device is lost or stolen; or
- > you believe the security of your Fitbit Device has been compromised (including your Passcode) or that an unauthorised person has access to the Fitbit Device or knows your security credentials.

8.3. Your liability for losses arising from an unauthorised transaction will be determined under the ePayments Code (refer to the e-Conditions Content of the Terms and Conditions for Savings Accounts and Payment Services).

8.4. You should immediately unlink your Qudos Bank Card/s from Fitbit Pay if your Fitbit Device is stolen or lost. Instructions to unlink your card are available on the Fitbit Pay website and the Fitbit App.

## 9. Changes to these Terms and Conditions

9.1. We can make changes to these Qudos Bank Fitbit Pay Terms and Conditions at any time. We will endeavour to provide not less than 14 days notice of any material changes where reasonably practicable. This could be via the Fitbit App, Qudos Bank app, SMS, email, statement message, newspaper advertisement or other appropriate means.

9.2. We may require you to confirm your acceptance of changes to continue using your Qudos Bank Card in Fitbit Pay.

## 10. Trademarks

10.1. Fitbit, Fitbit Pay and associated logos are trademarks of Fitbit.

## 11. Definitions

11.1. The following definitions apply within these Terms & Conditions:

- > Fitbit Device means any Fitbit wearable device, which Qudos Bank determines is eligible for the registration of Qudos Bank Cards to be used in Fitbit Pay.
- > Fitbit Pay means the digital wallet service created by Fitbit that lets users make payments using certain Fitbit Devices and credit cards or debit cards registered on such Fitbit Devices.
- > Fitbit means Fitbit Inc and/or its related bodies corporate and affiliates.
- > Passcode means anything required to unlock a Fitbit Device, including a password, passcode, pattern or biometric identifier (where applicable).
- > Qudos Bank means Qudos Mutual Limited trading as Qudos Bank ABN 53 087 650 557 AFSL/ Australian Credit Licence 238 305, its successors and assigns.
- > Qudos Bank Card means any Visa debit or credit card issued by Qudos Bank.