

# Garmin Pay

## 1. Agreement to these Terms and Conditions

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

1.2. These Qudos Bank Garmin 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 Garmin Pay (together referred to as "Terms and Conditions").

## 2. Garmin Pay provided by Garmin

2.1. Garmin Pay is provided by Garmin, not by Qudos Bank. Qudos Bank is not liable for the use, functionality or availability of Garmin Pay, any Garmin 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 Garmin's terms and conditions in order to register and use Garmin Pay.

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

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

3.2. You must be verified when adding a Qudos Bank Card. As part of the process through Garmin 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 Garmin Pay.

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

3.4. If you have multiple cards linked to Garmin Pay the default card for your transactions will be the last card that you used. Please refer to Garmin 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 your Garmin Device security credentials (eg, 4-digit 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 you adding your Card to Garmin Pay.

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

## 4. Suspension or Termination of Garmin Pay

4.1. Qudos Bank may suspend or terminate use of your Qudos Bank Card with Garmin 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, Garmin 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 Garmin regarding Garmin 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 Garmin Pay by following the instructions provided on your device by Garmin.

## 5. Applicable Fees and Charges

5.1. Qudos Bank does not charge any additional fees for adding or using a Qudos Bank Card with Garmin 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 Garmin 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 Garmin Pay, you agree that:

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

## 7. Qudos Bank's Liability

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

- › your contribution to the fraud; or
- › your use of Garmin Pay or the Garmin Device in a manner not permitted by Garmin (for example, by obtaining root access to your Garmin 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 Garmin Pay on a Garmin Device, it is your responsibility to ensure that:

- › where the Garmin 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 Garmin Device or in anything with which the Garmin Device is stored;

- › the Garmin 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 Garmin Device before disposing of it.

8.2. You must notify us immediately if:

- › your Garmin Device is lost or stolen; or
- › you believe the security of your Garmin Device has been compromised (including your Passcode) or that an unauthorised person has access to the Garmin 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 Garmin Pay if your Garmin Device is stolen or lost. Instructions to unlink your card are available on the Garmin Pay website and the Garmin Pay App.

## 9. Changes to these Terms and Conditions

9.1. We can make changes to these Qudos Bank Garmin 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 Garmin Pay 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 Garmin Pay.

## 10. Trademarks

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

## 11. Definitions

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

- › Garmin Device means any Garmin wearable device, which Qudos Bank determines is eligible for the registration of Qudos Bank Cards to be used in Garmin Pay.
- › Garmin Pay means the digital wallet service created by Garmin that lets users make payments using certain Garmin Devices and credit cards or debit cards registered on such Garmin Devices.
- › Garmin means Garmin Ltd and/or its related bodies corporate and affiliates.
- › Passcode means anything required to unlock a Garmin 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.