

Bendigo Bank Protect+Pay Terms of Use

(Version 1.3 current as at 08 Oct 2018)

These Terms of Use govern your use of the Bendigo Bank Protect+Pay application (“Protect+Pay”).

Nothing in these Terms of Use affects the terms which apply to the card you use with the Protect+Pay (“Card”) or your account that you access with the Card.

1 Getting Started

You must be a Bendigo Bank Mastercard, Visa card or eftpos card cardholder before being able to use Protect+Pay. You will need your Card details to register. For security purposes, you will then also need your Internet Banking login details or card Personal Identification Number (“Card PIN”) to register the Card on Protect+Pay. If you do not have a Bendigo Mastercard, Visa card or eftpos card or do not know your Internet Banking details or Card PIN, then contact Bendigo Bank on 1300 236 344.

Protect+Pay can be installed and registered on up to five devices. There is no limit on the number of Cards you can register on Protect+Pay.

2.1 Using Protect+Pay

With a compatible Apple device you may be able to use Protect+Pay to do the following:

Function	Description
Temporary Card Block	Apply a temporary block to the Card, for example while you look for your misplaced Card. You can use Protect+Pay to remove the block at any time. Existing recurring payments, such as direct debits, will be affected by the temporary block.
Block In-Store Card Purchases in Australia	Block in-store purchases performed within Australia using the Card. “In-store” refers to transactions where the Card is present for the transaction. This includes transactions where the Card is inserted into, swiped or tapped at a point of sale (“POS”) device.
Block Online Purchases processed in Australian Dollars	Block online purchases that are processed in Australian dollars. “Online” refers to transactions where the Card is not present for the transaction. This includes transactions where the Card is used online, or the Card number is key entered into a POS device. Note that this only blocks purchases processed in Australian dollars and will not block purchases processed in any other currency.
Block In-Store Card Purchases made outside of Australia	Block international in-store purchases on the card, for example if you are not going to be travelling overseas. “In-store” refers to transactions where the Card is present for the transaction. This includes transactions where the Card is inserted into, swiped or tapped at a POS device.
Block Online Purchases processed in currencies other than Australian dollars	Block online purchases that are processed in foreign currencies. “Online” refers to transactions where the Card is not present for the transaction. This includes transactions where the Card is used online, or the Card number is key entered into a POS device.
Block ATM Cash Withdrawals	Block all ATM cash withdrawals on your Card. The block applies to both international and domestic ATM cash withdrawals.

Function	Description
Card transaction check and balance enquiry	Check your account balances and see the last 10 transactions performed on the Card.
Report a Card lost or stolen	By reporting the Card lost or stolen, rather than just applying a temporary block, you are irrevocably notifying Bendigo Bank that you wish the Card to be cancelled. A replacement Card will automatically be issue to you.
Card PIN change	Not to be confused with the passcode for use of Protect+Pay, this refers to the Card PIN. This cannot be used for a first time Card PIN with a new Card. It is only for an existing Card which already has a Card PIN that you know.
Deregister Device	View your registered devices and deregister another of your devices remotely. You can only view another registered device that has at least one of the same Cards loaded as the device you are viewing from.
Merchant Category Code Blocking	The Ability to block card transactions at specific merchant with the corresponding MCC codes. <i>(Refer to section 2.2 for MCC details)</i>

We may change the functionality of Protect+Pay at any time without giving prior notice to you. Any changes to Protect+Pay will show if and when you download an updated version of Protect+Pay.

The functionality offered may vary depending upon the type of account you have as well as the type of Card you have – for example, whether it is a Mastercard, Visa Card or an eftpos Card.

Blocking transaction types may not be effective in some cases where an EFTPOS terminal for a transaction is unable to connect to the network to check the status of your Card. In this case a transaction may be approved by the terminal even though you have blocked the transaction type using Protect+Pay.

Protect+Pay includes FAQs to help you use the app. These are not part of these Terms of Use. If there is any discrepancy between the FAQs and these Terms of Use, then these Terms of Use will prevail.

2.2 MCC's Available to Block

Quasi Cash	<p>The 'Unique Cash' control restricts transactions with Merchant Category Codes of 6051.</p> <ul style="list-style-type: none"> - Merchant Category Code 6051 This MCC is used for the funding of an account purchase of foreign currency, money orders, or travelers cheques occurring at non-financial institutions such as currency exchanges, money order merchants m and hotels. It excludes face-to-face purchase of foreign currency, money orders, and travelers cheques at financial institutions such
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	as banks, savings and loans, thrifts and credit unions.
Video Games & Amusements	<p>The 'Video Games & Amusement' Control restricts transactions with Merchant Category Codes of 7993, 7994 and 5816.</p> <ul style="list-style-type: none"> - Merchant category code 7993 Merchants classified under this MCC sell coin-operated amusement machines, equipment, and supplies. Products for sale may include video game machines, juke boxes, pinball machines, slot machines, mechanical games, and instant photo booths - Merchant category code 7994 Merchants classified under this MCC operate interactive games and amusement machines, such as juke boxes, video games, pinball machines, paintball, and laser tag games, mechanical games, and instant photograph booths - Merchant category code 5816 Merchants classified under this MCC develop video or electronic games for play on smartphones, feature phones, personal computers, tablets, consoles, or other devices with networking capability. Such games may provide platforms to make "in application" purchases of electronic or virtual items for use during play, including but not limited to game pieces, tokens, points, or other forms of game-specific value
Dating Services	<p>The 'Dating Services' control restricts transactions with Merchant Category codes of 7273.</p> <ul style="list-style-type: none"> - Merchant category code 7273 Merchants classified under this MCC provide dating and escort services, including computer and video personal introduction and matchmaking services
Gambling	<p>The 'Gambling' control restricts transactions with Merchant Category Codes of 7995, 7800, 7801 & 7802.</p> <ul style="list-style-type: none"> - Merchant category code 7995. Merchants classified under this MCC operate gaming or betting establishments that may or may not be associated with hotels, restaurants, riverboats and resorts. These merchants allow customers to use their bank cards to purchase gaming chips and lottery tickets, and place wagers. - Merchant category code 7800. Merchants classified under this category are government-owned lotteries. Government-owned lottery merchants provide the sale of lottery tickets by allowing customers to use their bank cards to purchase tickets or reoccurring lottery subscriptions. The Government-owned lottery must be the merchant of record.

	<p>- Merchant category code 7801. Merchants classified under this MCC are licensed by a government entity and/or sanctioned and regulated by applicable legislation. Government-licensed casinos allow customers to use their bank cards to purchase gambling chips or participate in on-line gambling. These establishments may or may not be associated with other services such as hotels, restaurants, resorts etc. Other transactions of the establishment that are not related to the casinos or on-line gaming.</p>
<p>Drinking Places and Liquor Stores</p>	<p>The 'Liquor' control restricts transactions with Merchant Category Codes of 5816 & 5921.</p> <p>- Merchant category code 5816 Merchants classified under this MCC sell alcoholic beverages such as wine, beer, ale, mixed drinks and other liquors and beverages for consumption on the premises. This MCC includes bars, beer gardens, micro-breweries, pubs, tap rooms, cocktail lounges, discotheques, night clubs, saloons, taverns, comedy clubs, and wine bars</p> <p>- Merchant category code 5921 Merchants classified under this MCC sell packaged alcoholic beverages such as ale, beer, wine, and liquor for consumption off the premises. These merchants may or may not sell a limited variety of food and snack items, newspapers and magazines, or limited selection of toiletries and over -the-counter medicines</p>

3 Compatible Apple devices and updates

You will only be able to use Protect+Pay on an iPhone device that has iOS operating version 6 or higher installed. We may make updates to Protect+Pay at any time. These may require you to upgrade to a higher iOS version on the iPhone. If you do not install an update, the functions of Protect+Pay may be affected. We are not responsible for any effect on Protect+Pay functions if you do not install an update.

4 Security

Passcode – You are required to set up a passcode for access to Protect+Pay app. You can change the passcode at any time. Always protect your passcode by using a unique number that is not obvious or can be easily guessed. Take precautions when using Protect+Pay. Try to memorise the passcode or carefully disguise it. Never keep a record of your passcode with your device, on your device or computer, or tell anyone your passcode.

Touch ID – you may choose, if you have an eligible phone, to enable Fingerprint login using a Touch ID which is registered on the phone. There is however no requirement to do so. You should only do

this if you are the only person with a registered Touch ID fingerprint on this phone. You should be aware that fingerprint sign in allows for any fingerprint saved on the phone (now or in the future) to be able to access the app.

Things you must do – Always lock your mobile device. Notify Bendigo Bank immediately if your device is lost or stolen, or you suspect your passcode has been compromised.

Things you must never do – Never leave your mobile device unattended. Never allow another person to use your device to make purchases or payments. Do not use Protect+Pay with a device other than a compatible Apple iPhone device.

Suspension or termination – We may suspend or terminate your use of Protect+Pay without notice at any time, for example if we suspect unauthorised transactions have occurred or that Protect+Pay is being misused.

5 Things you should know

Fees – data charges will apply for using this app.

Using your location data – Granting Protect+Pay permission to use your mobile device location will enable certain functionalities from time to time including locating Bendigo Bank ATMs and branches Australia wide.

6 Changes to Terms of Use

We may change these Terms of Use at any time. We will give you prior notice if we are required by law. We will notify you of any material changes by electronic notice to you via your device or the Apple App Store. We may require you to confirm your acceptance of changes as a condition of allowing you to continue using Protect+Pay.

7 Privacy

The Bendigo and Adelaide Bank Group Privacy Policy and Credit Reporting Policy set out, amongst other things, how we manage your personal information (including your personal information when you apply for or hold deposit and credit facilities with us). The policies are located at www.bendigobank.com.au/public/privacy-policy. By using this app and the Bendigobank.com.au website, you agree that you understand and consent to the collection, use, and disclosure of your personal information in accordance with our policies. You also confirm that you have read and agree to the additional privacy disclosures which follow:

By providing your mobile phone number and/or any other contact number, you agree that Bendigo Bank may contact you for security and prevention of fraud purposes, including to confirm the addition or removal of a Card's registration on Protect+Pay.

Protect+Pay uses technology and services provided by Cuscal Limited ("Cuscal"), a company which is not in the Bendigo and Adelaide Bank Group. Bendigo Bank may record and share data entered on this app and other personal information about you (including your contact details and Card details) with Cuscal and Cuscal's related entities and affiliates for any purpose disclosed in our Privacy Policy.

Use of Protect+Pay requires location services to be switched on for certain functionalities which may change from time to time but which includes locating Bendigo Bank ATMs and branches Australia wide.

You agree that Bendigo Bank may use and disclose any record of your activity on this app for any purpose disclosed in our Privacy Policy, including to contact you about other products and services which may be of interest to you.

8 Intellectual property

We have intellectual property rights in Protect+Pay. We own the software or licence it from others. You must not infringe our intellectual property rights by using Protect+Pay in a way that is not authorised by these Terms of Use.

9 Complaints and disputes

If you have any complaint or feedback in relation to Protect+Pay you can call us on 1300 361 911 or (outside Australia) on +61 3 5485 7911 from 8:30am to 6pm Victorian time, Monday to Friday. You can also send a fax to 1300 367 615 or an email to feedback@bendigoadelaide.com.au

We do not anticipate a situation where we cannot resolve a concern or complaint to your satisfaction. However, should this happen, you have the option of referring the matter to the Financial Ombudsman Service. The Ombudsman's role is to investigate matters only after customers have fully exhausted the established complaint procedures of their bank. You may obtain further information about this service by contacting the Ombudsman at:

Financial Ombudsman Service
GPO Box 3
Melbourne Vic 3001
Telephone: 1800 FOS AUS (1800 367 287)
Fax: (03) 9613 6399
Website: www.fos.org.au
Email: info@fos.org.au

10 Limited warranties

We do not make any warranties or guarantees about Protect+Pay, other than any which are required by law and cannot be excluded.

11 Liability

Subject to any other provision of these Terms of Use, to the extent permitted by law, we are not are liable to you for or in connection with:

- 11.1** any loss or damage you suffer as a result of using Protect+Pay;
- 11.2** any delay or failure in processing a transaction on your behalf;
- 11.3** any transaction which is processed by us on your behalf;
- 11.4** any failure, malfunction, delay or error (for any reason) of Protect+Pay or your mobile device;
- 11.5** any unavailability or failure of Protect+Pay to accept instructions from you;
- 11.6** any failure of a Card, access number, passcode or Card PIN to permit you to access or use Protect+Pay;
- 11.7** any unauthorised access to, or disclosure of information relating to, your account through use of Protect+Pay; or
- 11.8** any other action taken or not taken in relation to Protect+Pay.

12 Code of Banking Practice

We are bound by the Code of Banking Practice. The terms and conditions for your Card have details about the Code of Banking Practice.

13 ePayments Code

We warrant that we will comply with the requirements of the ePayments Code. Your liability in relation to transactions governed by the ePayments Code are set out in the terms and conditions for your Card.

14 General

We may choose at any time to waive any of our rights under these Terms of Use. Subject to any applicable law, a waiver by us is not a change to, and does not reduce our rights under, these Terms of Use, unless we give you written notice that it is a change to these terms of Use.

Nothing in these Terms of Use has the effect of excluding, restricting or modifying rights which cannot lawfully be excluded, restricted or modified by agreement. If any provision of these Terms of Use contravenes a law or is not enforceable, it will be removed from these Terms of Use, but the rest of these Terms of Use will continue in force.

We may assign or otherwise deal with our rights under these Terms of Use in any way we consider appropriate. You agree that we may disclose any information or documents we consider desirable to help us exercise this right. You also agree that we may disclose information or documents at any time to a person to whom we assign our rights under these Terms of Use.

15 Termination

We can terminate these Terms of Use and your use of Protect+Pay at any time.

16 Confirm

By tapping Confirm you agree to these Terms of Use.