

IMPORTANT TERMS FROM BENDIGO AND ADELAIDE BANK LIMITED

Bendigo Bank Terms of Use for Digital Wallets

(Version 1.3 current as at 21 February 2018)

These Terms form a legal agreement with us and you should read them carefully. By tapping Accept you agree to these Terms. These Terms govern your use of an eligible debit, credit, or prepaid card issued by Bendigo Bank each a "Payment Card" when you add, attempt to add, or keep a Payment Card in a digital wallet or any other electronic payment system into which your Payment Card may be enrolled by you a "Wallet" on any mobile phone, tablet, watch or other device "Device" that supports the Wallet. A Wallet includes but is not limited to Google Pay, Samsung Pay, Apple Pay, Fitbit Pay or Garmin Pay and Bendigo Bank Protect+Pay, if and when they are available to our customers. In these Terms, the words "you" and "your" mean a Bendigo Bank customer or authorised user of the Bendigo Bank account accessible with a Payment Card (the "Account"), and the words "we", "us" and "our" and "Bendigo Bank" mean Bendigo & Adelaide Bank Limited ABN 11 068 049 178 AFSL No. 237879.

You must agree to these Terms before you register a Payment Card for a Wallet, regardless of the app you use to register. Your use of the Wallet is subject to the terms of your agreement with the Wallet provider "Wallet Provider" as well as other service providers such as your data service provider. Nothing in these Terms affects those terms or the terms of use or terms and conditions for the Protect+Pay app, the Bendigo Bank app, the Payment Card or the Account. If there is any conflict between these Terms and the Account terms and conditions, the Account terms and conditions prevail.

Using a Payment Card in a Wallet and liability

If you want to add a Payment Card to a Wallet, you must follow the procedures provided for by the Wallet Provider and any further procedures we may from time to time adopt in conjunction with the Wallet Provider.

Not all Payment Cards issued by Bendigo Bank are eligible to be added to a Wallet. You can find out which Payment Cards are eligible by calling Bendigo Bank on 1300 BENDIGO. Whether or not a Payment Card is eligible, we may refuse to add a Payment Card to a Wallet for any reason including, for example, if we cannot authenticate the Payment Card to our satisfaction or if we otherwise suspect that there may be fraud associated with the Payment Card.

For security purposes you will need to provide certain secure information which we or the Wallet provider may from time to time require, to register a Payment Card on a Wallet. You will as a minimum need your Payment Card details. We may send you a One Time Password to your registered e-mail address or mobile phone number, or request your Internet Banking details or Payment Card Personal Identification Number ("Card PIN"). If you do not have a Bendigo Bank Visa card, MasterCard or eftpos card or do not know your Internet Banking details or Card PIN, then contact Bendigo Bank on 1300 BENDIGO.

A Wallet allows you to make purchases using an added Payment Card wherever the Wallet is accepted. The Wallet may not be accepted outside of Australia, or at all places where your Payment Card is accepted.

Bendigo Bank and its group of companies, agents, representatives or franchisees are not responsible for any failure of the Wallet or your inability to use a Wallet for any transaction. We are also not responsible for any loss, injury or inconvenience you suffer as a result of a merchant refusing to accept the Wallet. Bendigo Bank does not make any representation or guarantee as to the availability or otherwise of a Wallet and you expressly acknowledge that it is entirely out of Bendigo Bank's control as to where a Wallet can be used.

Bendigo Bank is not the provider of Devices or Wallets and so therefore is not responsible for their use and function. Data charges may apply for use of a Wallet for which you (and not us) are responsible. We have no control over which Devices may be used to register for a Wallet. Bendigo Bank is only responsible for the Payment Card. You should therefore contact the Wallet Provider's customer service team if you have questions concerning how to use a Wallet or problems with a Wallet such as the installation of updates.

To the fullest extent permitted by law, we are not liable to you for (or in connection) with:

- any loss or damage you suffer as a result of using a Wallet,
- any delay or failure in processing a transaction made on a Wallet on your behalf,
- any Wallet transaction which is processed by us on your behalf,
- any failure, malfunction, delay or error (for any reason) of a Wallet,
- any unavailability or failure of a Wallet to accept instructions from you,
- any unauthorised access to, or disclosure of information relating to, your Account through use of a Wallet, or
- any other action taken or not taken in relation to a Wallet.

Applicable Fees

We do not charge you any fees for adding a Payment Card to a Wallet.

Please consult your Account terms and conditions for any applicable fees, interest, or other charges associated with your use of the Payment Card, including through use of a Wallet.

The Device provider, the Wallet Provider and/or your data service providers may charge you certain fees in connection with your use of the Device or the Wallet. Those are separate to the fees, interest or other charges which we may charge.

Keeping your details and the Payment Card secure

You agree that it is your responsibility to protect and keep confidential your User ID, passwords, and all other information required for you to make purchases with your Payment Card using a Wallet. If you share these credentials with others, they may be able to access your Wallet and make purchases with your Payment Card or obtain your personal information.

We will take reasonable steps to help ensure that information we send to others from your use of a Payment Card in the Wallet is sent in a secure manner. However, the Wallet Provider (not us) is responsible for the security of information provided to the Wallet Provider or stored in the Wallet. As such, we are not responsible or liable if there is a security breach affecting any information stored in the Wallet or sent from the Wallet.

Always protect your passcode by using a unique number that is not obvious or can be easily guessed. 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. Always lock your Device. Notify us immediately if your Device is lost or stolen, or you suspect your passcode has been compromised. Never leave your Device unattended. Never allow another person to use your Device to make purchases or payments. Do not use a Wallet with anything other than a compatible Device.

The Account terms and conditions set out when you must contact us about loss or theft or unauthorised use of your Payment Card or Card PIN. You should contact us in the same way if your Device is lost or stolen or you know or suspect that your Wallet has been used by someone else without your authority.

We can block, suspend, or cancel your use of a Payment Card

You can remove a Payment Card from a Wallet by following the Wallet Provider's procedures for removal.

We can block you from adding an otherwise eligible Payment Card to a Wallet, suspend your ability to use a Payment Card to make purchases using a Wallet, or cancel your ability to continue to use a Payment Card in a Wallet, at any time and for any reason whatsoever in our absolute discretion. This could happen, for example, if we suspect fraud, or if told or requested to do so by a regulator, a Wallet Provider or a card network provider like Visa, MasterCard or eftpos.

Privacy

The Bendigo and Adelaide Bank Group Privacy Policy and Credit Reporting Policy set out, amongst other things, how we manage your personal information. These policies are located at www.bendigobank.com.au/public/privacy-policy. By clicking Confirm and by registering a Payment Card for a Wallet, 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:

1. By providing your contact details, you agree that we may contact you for security and prevention of fraud purposes, including to confirm the addition or removal of a Payment Card.
2. We will treat all personal information we obtain as a result of your use of a Wallet consistent with the terms of our policies.
3. We may exchange data and other personal information about you with Wallet Providers and card network providers (e.g. Visa, MasterCard and eftpos) and their related companies. This may include your contact details, Payment Card details and financial transaction information. We may do this for any of the purposes disclosed in our Privacy Policy, and to allow you to register for and use a Wallet, to facilitate any purchase using a Wallet, to make information available to you in a Wallet or other apps we provide about your Payment Card transactions, and to help us or Wallet Providers to improve any apps that we or they offer.
4. You agree to receive electronic communications from us in connection with your Payment Card and any Wallet. You agree to update your email address with us when it changes. You may also contact us if you wish to withdraw your consent to receive these electronic communications, but doing so may result in your inability to continue to use your Payment Card in the Wallet.

A Wallet Provider may use your personal information for different purposes. Please review the Wallet Provider's terms and privacy disclosures carefully. We are not responsible for any loss, injury or other harm you suffer in connection with a Wallet Provider's use of your information.

We May Change these Terms

We can change these Terms at any time and will provide you with advance notice of these changes if we are required to do so by law.

You can obtain a copy of the latest applicable version at www.bendigobank.com.au/public/disclosure-documents and are advised to check regularly for such updates. We will notify you of any material changes by either written, electronic or any other appropriate form of notice to you via your Device or an update via the App Store.

By continuing to keep a Payment Card in a Wallet you are agreeing to the latest version of these Terms. The date of the most recent version of these Terms is shown at the top. If you do not accept a change to these Terms or do not agree to be bound by the most recent version of them, then you must remove all Payment Cards from all Wallets.

General

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

Nothing in these Terms 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 contravenes a law or is not enforceable, it will be removed from these Terms, but the rest of these Terms will continue in force.

We may assign or otherwise deal with our rights under these Terms 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.

Complaints and disputes

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

Codes of practice

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

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 Account terms and conditions.

Questions?

If you have any questions, disputes, or complaints about a Wallet, you should contact the applicable Wallet Provider.

If you have any questions or disputes in relation to your Payment Card you can call us on 1300 236 344 (1300 BENDIGO) or (outside Australia) on +61 3 5445 0666 from 8:00am to 8:00pm Monday to Friday, 9:00am to 4:00 Saturday & Sunday. You can also send us a secure email via e-banking.

Or if you have any complaint or feedback in relation to your Payment Card you can call our Customer Help Centre on 1300 361 911 or (outside Australia) on +61 3 5485 7911 from 8:30am to 6pm Victorian time, Monday to Friday or send us an email to feedback@bendigoadelaide.com.au.