

# Digital Wallet.

Terms of use.

29 July 2024

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## Digital Wallet Terms of use

These Terms form a legal agreement with us and you should read them carefully.

### 1. Important terms from Bendigo and Adelaide Bank

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 any mobile payment and digital wallet software which allows you to add a Payment Card and use it to make payments using the software and the device rather than the physical card issued to you; 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 or Garmin 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 and Adelaide Bank Limited ABN 11 068 049 178 AFSL No. 237879.

Apple, the Apple logo, Apple Pay, Apple Watch, Face ID, iPad, iPhone, iTunes, Mac, MacBook Pro, Safari, and Touch ID are trademarks of Apple Inc., registered in the U.S. and other countries. Touch Bar is a trademark of Apple Inc.

Google Pay and Android are trademarks of Google Inc.

Samsung and Samsung Pay are trademarks or registered trademarks of Samsung Electronics Co., Ltd.

By:

- a) tapping Accept to these Terms;
- b) adding a Payment Card for use in a Wallet; or
- c) allowing another Cardholder to add a Payment Card linked to your Account for use in a Wallet, you agree to these Terms.

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 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.

### 2. 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 236 344. 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 as a method of authenticating your Payment Card.

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.

We do not make any guarantees or warranties that a Wallet will be compatible with all Devices, or accepted by all merchants. We are, not liable for any loss, injury or inconvenience you suffer as a result of being unable to use a Wallet or a merchant refusing to accept a Wallet.

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,
- any loss caused by your use of a Wallet in a manner that is inconsistent or not permitted by a Wallet Provider; or
- any other action taken or not taken in relation to a Wallet.

Any of these Terms which exclude our liability to you do not exclude any liability we may have to you directly as a result of fraud, negligence or wilful misconduct of us, our employees or agents or a receiver appointed by us, and any exclusion of liability only applies to the extent that it is lawful and consistent with the Banking Code of Practice and the ePayments Code.

Your use of the Wallet is reliant on the services and software provided by the Wallet Provider ("Software"). You warrant and represent to us that you shall not:

- knowingly bypass or attempt to bypass any audit, monitoring or security measure in the SaaS Software or transmit or introduce any Viruses into or via the Software;
- crawl or index the Software (or any data or metadata contained therein or managed thereby);
- except as may be allowed by any applicable law which is incapable of exclusion by agreement between the parties:
  1. attempt to copy, modify, duplicate, create derivative works from, frame, mirror, republish, download, display, transmit, or distribute all or any portion of the Software in any form or media or by any means; or
  2. attempt to reverse compile, disassemble, reverse engineer or otherwise reduce to human-perceivable form all or any part of the Software; or
  3. access all or any part of the Software other than for the purpose of payments transmission or payment processing.

### **3. 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.

#### **4. Keeping your details and 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.

#### **5. 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.

Acting reasonably, 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. 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.

#### **6. 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](http://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.

## **7. 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.

We can only make changes to the extent reasonably necessary to protect our legitimate interests, or to benefit you, including:

- changes because of changes to our cost of funds or other costs of doing business or to ensure that we receive an adequate return on assets;
- changes because of requirements of laws or industry codes of practice, prudential standards, court decisions, decisions of our dispute resolution scheme, guidance or directions from regulators, and similar reasons;
- changes due to changes in the way we operate our business or our systems;
- changes we think are necessary to fix errors or to make things clearer;
- changes for information security or similar purposes;
- changes to reflect market practice or standards or to keep our products competitive and meeting customer expectations and needs; or
- changes made for other good reasons.

You can obtain a copy of the latest applicable version at [www.bendigobank.com.au/public/disclosure-documents](http://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.

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.

## **8. 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 only exercise our rights under a term in these Terms to the extent (if any) reasonably necessary to protect our legitimate interests. This clause applies to a term in these Terms, despite any other term, if it:

- is subject to unfair contract terms legislation; and
- is to our advantage; and
- causes a significant imbalance in the rights and obligations of you and us under these Terms; and
- would cause detriment to you if we applied the term or relied on the term.

Words used in this clause have the meanings given to them in the unfair contract terms legislation.

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.

## 9. Complaints and disputes

If you have a complaint or feedback in relation to your Payment Card you can call our Customer Feedback Team on 1300 361 911 or on +61 3 5485 7911(outside Australia) from 8:30am to 5pm Victorian time, Monday to Friday. You can also complete our online feedback form located on our website: [www.bendigoadelaide.com.au/contact-us/customer-feedback](http://www.bendigoadelaide.com.au/contact-us/customer-feedback).

If you have a dispute, you should first talk to your credit provider. Discuss the matter and see if you can come to some arrangement.

If that is not successful, you may contact the AFCA scheme. The AFCA scheme is a free service established to provide you with an independent mechanism to resolve specific complaints.

The AFCA scheme can be contacted at:

GPO Box 3  
Melbourne VIC 3001  
Phone: 1800 931 678  
Website: [www.afca.org.au](http://www.afca.org.au)  
Email: [info@afca.org.au](mailto:info@afca.org.au)

Alternatively, you can go to court. You may wish to get legal advice, for example from your community legal centre or Legal Aid.

## 10. Codes of practice

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

## 11. 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 send us a secure email via e-banking or call us on 1300 236 344 (in Australia) or +61 3 5445 0666 (from overseas - standard international call charges apply):

- Monday to Friday - 8am to 9pm AEST/AEDT (*excludes Christmas Day*)
- Weekends (Saturday and Sunday) and some public holidays - 9am to 8pm AEST/AEDT

## Contact us

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Visit us in person at your nearest

Bendigo Bank branch

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Call **1300 236 344**

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[bendigobank.com.au](https://www.bendigobank.com.au)

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The Bendigo Centre

PO Box 480, Bendigo VIC 3552

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