

# Digital Wallet Terms and Conditions

## Overview

These Digital Wallet Terms and Conditions apply to the use by a cardholder of a Mutual Visa Debit Card or a Mutual Visa Credit Card (Visa Card) in a Digital Wallet, which can be accessed through your Mobile Device. By registering your Visa Card in a Digital Wallet, you agree to these additional terms and conditions as detailed below.

The terms and conditions which apply to a cardholder use of a Visa Debit Card are detailed in The Mutual Bank's *Key Features and Terms and Conditions Product Disclosure Statement Part 1*, and for a Mutual Visa Credit Card, the *Credit Card Conditions of Use*. These are both located on The Mutual Bank's website ([www.themutual.com.au](http://www.themutual.com.au)).

Please note if there is any conflict or any inconsistency between The Mutual Bank's *Digital Wallet Terms and Conditions*, the *Key Features and Terms and Conditions Product Disclosure Statement Part 1* for a Mutual Visa Debit Card, and for a Mutual Visa Credit Card the *Credit Card Conditions of Use* as they apply to Visa Card transactions, then The Mutual Bank's *Key Features and Terms and Conditions Product Disclosure Statement Part 1* and *Credit Card Conditions of Use* apply to the extent of the conflict or inconsistency.

## Cardholder Digital Wallet Access Responsibilities

You are required to protect and keep confidential their Access Methods such as User ID, phone lock passcode, and access code, as well as all other information required for making purchases with their Visa Card by using a Digital Wallet.

Your reasonable attempt to protect the security of their Visa Card using a Digital Wallet Access Method Access Code (Access Code) includes making any reasonable attempt to disguise their Access Code within the record, or prevent unauthorised access to their Access Code record. These reasonable attempts by you may include:

- Attempting to memorise your Access Code;
- Not disclosing an Access Code to any person, including a family member or friend;
- Hiding or disguising their Access Code record among other records separate from your Digital Wallet Mobile Device;
- Hiding or disguising their Access Code record in a place where an Access Code record would not be expected to be found;
- Having their Access Code securely locked in a container;
- Not allowing any person to observe or hear their Access Code; and

- The prevention of access to an electronically stored record of the Access Code record.

If your Mobile Device has been lost or stolen, or you believe that their security credentials have been compromised, the cardholder must report this to us immediately by calling into one of our branches, or by phoning Member Services on 1300 688 825. You are required to contact us immediately if you believe there are errors, or if they suspect fraudulent or unauthorised use of their Visa Card. This includes any Visa Card transactions conducted in a Digital Wallet.

## Using the Digital Wallet

The Mutual Bank is not the provider of the Digital Wallet and is not responsible for its use and function.

Our obligation to you in relation to the functionality of their Digital Wallet is limited to providing the technical means to facilitate the functionality of their Digital Wallet to support The Mutual Bank's Visa Cards.

We are not otherwise liable for the use, functionality or availability of the Digital Wallet, including any service issues caused by third party communication providers, unless as otherwise required by law.

We do not make any guarantees or warranties that the Digital Wallet will be accepted by all merchants. We are not liable for any loss, injury or inconvenience that cardholders suffer as a result of a merchant refusing to accept the Digital Wallet.

## Unauthorised Transactions

Please note that you may be liable for losses arising from unauthorised transactions on your Visa Card in a Digital Wallet. For a Mutual Visa Debit Card, they should refer to The Mutual Bank's *Key Features and Terms and Conditions Product Disclosure Statement Part 1*, and for a Mutual Visa Credit Card, *Credit Card Conditions of Use*, for details on their liability.

The Mutual Bank will not be liable for any loss arising from a cardholder's use of the Digital Wallet to the extent that the loss was caused by a cardholder:

- Contributing to the fraud;
- Failing to secure their Mobile Wallet Device, or protect any Access Code used to access their device;
- Using the Digital Wallet in a manner that is inconsistent or not permitted by the issuer of the Digital Wallet, or
- Subject to the requirements at law, limiting service caused by matters beyond our reasonable control.

The Mutual Bank's liability for unauthorised transactions is subject to the cardholder rights under the ePayments Code, and reduced level of service caused by matters beyond our reasonable control, such as those caused by third party software and network providers.

**Warning: If a cardholder fails to comply with any of the requirements of any of The Mutual Bank's or a Mobile Wallet provider's Terms and Conditions, and these transactions are taken to have been an authorised transaction that is made using their Mobile Wallet on their Mobile Wallet Device, then any such transactions may not be deemed as an unauthorised transaction.**

## **Suspension and Termination of the Digital Wallet**

The Mutual Bank may block, suspend or terminate your Visa Card in a Digital Wallet by giving notice that is reasonable in all the relevant circumstances if:

- We reasonably suspect fraud;
- The cardholder's Visa Card is cancelled, blocked or suspended;
- The cardholder is in default of any of The Mutual Banks's terms and conditions in relation to their Accounts and / or Visa Card Use;
- Required by law;
- we no longer support the Digital Wallet; or
- For any other reason The Mutual Bank deem appropriate.

In some cases circumstances no prior notice may be given.

## **Applicable Fees**

We do not charge any additional fees for adding or using a card in the Digital Wallet. Cardholders are responsible for any charges that they may incur from their telecommunications provider. The details of fees and charges which apply to Visa Cards are included in the *Schedule of Fees, Charges, Transaction limits and Contact details (Product Disclosure Statement Part 2)* for Mutual Visa Debit Cards, and the *Credit Card Conditions of Use* for Mutual Visa Credit Cards.

## Your Information

We may collect information relating to your Mobile Device for various reasons, including but not limited to:

- Ensuring that your Visa Card properly functions in the Digital Wallet;
- For security purposes and to identify fraud; and
- For The Mutual Bank to better provide assistance to you.

We may exchange this information with the Digital Wallet provider (e.g. Apple Pay, Google Pay™, etc.) and any related service providers (e.g. VISA, eftpos etc.) in order to:

- Facilitate any purchase you initiate using your Visa Card registered in the Digital Wallet;
- To enable activation of a cardholder's Visa Card or ordered replacement Visa Card in the Digital Wallet;
- To improve the functionality of the Digital Wallet; or
- In relation to investigation of persons involved in suspected security breaches or fraud.

For more information in relation to the privacy of information at The Mutual Bank, please refer to The Mutual Bank's Privacy Policy as located on The Mutual Bank's website ([www.themutual.com.au](http://www.themutual.com.au)).

## Digital Wallet Communication

We may communicate with you electronically, including but not limited to via SMS, email, and in-app notifications, and this will be considered written notice for the purpose of advising these Digital Wallet Terms and Conditions.

## Changes to Digital Wallet Terms and Conditions

- We may amend these Digital Wallet Terms and Conditions at any time without prior notice.
- We will notify you by post and/or email or other method as determined from time to time of any changes to these Digital Wallet Terms and Conditions.
- You agree to any such amendments by continuing to keep a card in the Digital Wallet.