



Terms and Conditions for the use of Google Pay™

Overview

Google Pay™ is a Digital Wallet that allows you and additional cardholders to perform transactions using their Mutual Bank Visa Card or Mutual Bank Visa Credit Card (Visa Card) at participating merchants by using a compatible Mobile Android Device. A Digital Wallet provides you with an additional way to transact using your Visa Card linked accounts held at The Mutual Bank.

Google Pay's™ own Terms and Conditions apply each time a Visa Card registered on Google Pay™, and must be agreed to by the you on your Mobile Android Device to access your account at The Mutual Bank.

Please note if there is any conflict or any inconsistency between The Mutual Bank's *Terms and Conditions for the use of Google Pay™*, the *Digital Wallet Terms and Conditions*, the *Key Features and Terms and Conditions Product Disclosure Statement Part 1* for a Mutual Visa 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.

Agreement to these Terms and Conditions

By adding a Visa Card to Google Pay™ on an eligible Mobile Wallet Android Device, the cardholder agrees to accept these The Mutual Bank Terms and Conditions for use of Google Pay™.

The Mutual Bank's Terms and Conditions for the use of Google Pay™ apply in addition to the following other Terms and Conditions:

- The Mutual Bank's *Digital Wallet Terms and Conditions*;
- Relevant Account and Card Terms and Conditions as included in The Mutual Bank's *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*; and
- *Schedule of Fees, Charges, Transaction limits and Contact details (Product Disclosure Statement Part 2)*.

These terms and conditions are located on The Mutual Bank's website (www.themutual.com.au).

About Google Pay™

Google Pay™ is provided by Google and not by The Mutual Bank. Cardholders must agree to Google's terms and conditions in order to register and use Google Pay™.

The Mutual Bank is not liable for the use, functionality or availability of Google Pay™, any Mobile Wallet Android Device, or any disruption of Visa Card use caused from the availability of contactless merchant terminals, or reduced service levels caused by the failure of telecommunications networks.

Using your Mutual Bank Visa Card with Google Pay™

You can register your Visa Card with Google Pay™ to make contactless payments to retailers. It may also be used within Google Pay™ to pay for in-app purchases.

Registering your Visa Card with Google Pay™ must follow the procedures provided by The Mutual Bank. In doing so, you may need to identify yourself via a range of mechanisms to authenticate your registration request, in order to register your Visa Card with Google Pay™. If The Mutual Bank cannot authenticate your Google Pay™ application request to our satisfaction, or if we suspect that there may be attempted fraud, we may decline the application request to add your Visa Card to Google Pay™.

Once your Visa Card is registered with Google Pay™, you can use their Mobile Wallet Android Device to authorise Visa Card transactions on your account.

You need to select your Visa Card at The Mutual Bank as the default card within Google Pay™ to use your Visa Card when completing a transaction.

Depending on the dollar value of the card transaction, you may be required to undertake the following actions in order to initiate a card transaction at a contactless payment terminal:

- enter a Visa Card PIN; and / or
- Unlock or awaken their Mobile Wallet Android Device

The card transaction limits that apply to your Visa Card do not change as a result of you adding your Visa Card to Google Pay™. For more information on Visa Card transaction limits please refer to *Schedule of Fees, Charges, Transaction limits and Contact details (Product Disclosure Statement Part 2)* as located on The Mutual Bank's website (www.themutual.com.au).

Google Pay™ may not work when the Mobile Wallet Android Device is not within range of a cellular or wireless internet connection. If the Mobile Wallet Android Device has not had a cellular or wireless internet connection for an extended time, there may be a delay before Google Pay™ works once reconnected.

Google Pay™ may not be accepted outside of Australia, or in other places or locations where Visa Cards are not accepted.

Suspension or Termination of Google Pay™

The Mutual Bank may suspend or terminate a cardholder's use of Google Pay™ if:

- Your Visa Card is cancelled, blocked or suspended;
- You breach these Terms and Conditions, or other Terms and Conditions as listed in Agreement to the Terms and Conditions section in these Terms and Conditions;
- The Mutual Bank, Google or Visa network provider reasonably suspects fraud;
- The Mutual Bank is required to do so under any legislation or law, or if required to by a regulatory or government body;
- The Mutual Bank's arrangements with Google regarding Google Pay™ cease or are suspended; and/or
- For any other reason The Mutual Bank deem appropriate.

You may remove your Visa Card from Google Pay™ by following the instructions on your Mobile Wallet Android Device as provided by Google.

Security and associated Liability

If you register for Google Pay™ on an eligible Mobile Wallet Android Device, it is your responsibility to ensure that:

- Where the Mobile Wallet Android Device is accessible via a biometric identifier, such as a fingerprint, that only the your biometric identifier is registered on the device;
- Any biometric identifier of another person, other than your biometric identifier, saved on your Mobile Wallet Android Device is removed immediately;
- Where the Mobile Wallet Android Device is accessible via an Access Code, the Access Code is kept secure, in the same way as you would a PIN or other internet banking password in terms of *Account Key Features and Terms and Conditions Product Disclosure Statement Part 1* for a Mutual Visa Debit Card, and for a Mutual Visa Credit Card, *Credit Card Conditions of Use*. This includes but not limited to your:
 - Access Code not being disclosed to anyone kept with the Mobile Wallet Android Device or in anything with which the Mobile Wallet Android Device is stored;
 - Access Code selected not representing:
 - Your or close family member's date of birth; or
 - A series of consecutive numbers, the same numbers as a driver's licence number, or an alphabetic code that is a recognisable part of the cardholder name;
- They take immediate actions to change their Access Code if the you believe the security of your Access Code has been compromised;
- They do not act with extreme carelessness in failing to protect the security of their Access Code; and

- They lock their Mobile Wallet Android Device at all times when not in use, and is not left unattended in a non-secure environment.

Data Collection and Privacy

By the cardholder registering a Visa Card with Google Pay™, you agree that The Mutual Bank may exchange information relating to your Mobile Wallet Android Device on which your Visa Card is registered with Google Pay™, and disclose transaction history to Google in order to facilitate their Google Pay™ experience.

Google may also use a Google Pay™ user's personal information for different purposes. It is important that the Google Pay™ user reviews Google's terms and conditions and privacy policies carefully as located on the Google website ([Google Pay/Google Payments Terms of Service](#)).

The Mutual Bank may also exchange your information with other service providers, such as Visa, in order to facilitate any Visa Card transaction initiated by the cardholder via Google Pay™. By registering their Visa Card with Google Pay™, you are providing consent for your information to be shared with these parties.

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).

The Mutual Bank's Liability

The Mutual Bank will not be liable for any loss arising from your use of Google Pay™ to the extent the loss was caused by your:

- Contribution to the fraud;
- Failure to secure or protect any passcode or Access Method used to access your Mobile Wallet Android Device; and
- Malicious use or misuse of Google Pay™ or the Mobile Wallet Android Device in a manner not permitted by Google, for example, by obtaining root access to your Mobile Wallet Android Device.

The Mutual Bank's liability for unauthorised transactions is subject to your 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 you fail to comply with any of the requirements of any of The Mutual Bank's or Google Pay's™ Terms and Conditions, and these transactions are taken to have been an authorised transaction that is made using Google Pay™ on their Mobile Wallet Android Device, then any such transactions may not be deemed as an unauthorised transaction.

Trademarks

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