

## 1. Agreement to Terms and Conditions

- 1.1 By adding your card to Google Pay on an eligible Android device, you agree to accept these Google Pay Terms and Conditions.
- 1.2 These terms and conditions operate in conjunction with any terms and conditions which apply to any accounts or facilities accessed by use of this service.
- 1.3 Registration of your card with Google Pay is subject to us identifying and verifying you and is at our discretion.

## 2. Google Pay is provided and maintained by Google

- 2.1 Google Pay is provided by Google, not by the Bank. We are not liable or responsible for its availability, functionality, performance, or acceptance/refusal by a merchant.
- 2.2 We do not make any guarantees that Google Pay will be accepted at all merchants.
- 2.3 You must agree to Google Pay's Terms and Conditions in order to register with and use Google Pay.
- 2.4 For a list of devices compatible with Google Pay, please refer to:  
<https://developers.google.com/pay/issuers/overview/supported-devices>
- 2.5 Your card can be unlinked from Google Pay by following the instructions on the Google Pay website or Digital Wallet app.

## 3. Applicable fees and charges

- 3.1 We do not charge any supplementary fees for adding or using your card with Google Pay.
- 3.2 All applicable fees relating to your account as specified in the Account and Access Facility Terms & Conditions and our Fees and Charges schedule still apply.
- 3.3 By using Google Pay, you are responsible for any third-party charges such as mobile carrier fees, excess data charges, and in-app purchases on Android devices.

## 4. Data collection, sharing and privacy

- 4.1 By registering with Google Pay, you consent to us sharing information with Google relating to:
  - the installation and use of Google Pay.
  - your Android device (where your card is linked).
  - the facilitation of any transaction.
  - your transaction history.
  - other information required to maintain or improve the operations of Google Pay.
- 4.2 We may exchange information with other service providers when necessary (such as Visa or eftpos).
- 4.3 Google can provide us with information, such as your Android device details, for purposes including providing

customer support, detecting and managing fraud, and to comply with applicable laws and regulations.

- 4.4 We are not responsible for any loss, injury, inconvenience, or other harm you experience with relation to Google Pay (except to the extent caused by the oversight, fraud or intentional misconduct of our employees).
- 4.5 For more information with respect to the types of personal information collected by Google, please refer to Google's privacy policy at:  
<https://policies.google.com/privacy>

## 5. Our Liability

- 5.1 We will not be held liable for any loss arising from Google Pay to the extent that the loss was triggered by:
  - your contribution to the fraud, loss or negative event.
  - your failure to adequately safeguard or protect any passcodes or alternative access methods used to access your Digital Wallet or Google device.
  - the malevolent, unintended, or improper use of Google Pay in a manner not permitted or recommended by Google or us.
  - a reduced level of service caused by matters beyond our reasonable control (such as those pertaining to third party software and network providers) or any error, defect, or unavailability of Google Pay. Your liability may also be subject to rights applicable under the ePayments Code.
  - any failure or refusal of merchants to process transactions using Google Pay.
- 5.2 We are not responsible if there is a security breach affecting any information stored in a Digital Wallet or sent from a Digital Wallet. This is the responsibility of the Digital Wallet provider.

## 6. Security and associated liability

- 6.1 By registering your card to Google Pay on an eligible Google device, it is your responsibility to ensure that:
  - where the Android device can be accessed by a biometric identifier (such as a fingerprint or face), only your biometric identifier is registered on the Android device;
  - where the Android device can be accessed via a passcode or password, it is not easily guessed or deciphered (e.g. your birthday, address, "password", "123456"), it is different from other passcodes/passwords, it is always kept safe and secure, it is not disclosed to anyone, and a record is not kept with the Android device unless reasonable steps have been taken to protect it;
  - efforts are made to memorise your passcode or password, instead of creating a record;
  - the Android device is locked when not in use;
  - the Android device is not left unattended;
  - you must not act with carelessness with regards to

the security of your passcode/password/ Android device;

- you must install and regularly update anti-virus software on the Android device (and any other recommended updates);
- you unlink/delete any cards from the Android device before sharing or disposing of the Android device.

6.2 You must immediately notify us if:

- the Android device is lost or stolen;
- you suspect the Android device has had its system or security compromised;
- you suspect that someone has tried to access the Android device or Digital Wallet without your knowledge or permission;
- you believe there are errors.

6.3 If your Android device is lost or stolen, you must find, lock or erase it remotely with Google's "Find My Device" feature as soon as reasonably practical.

## 7. Suspension or termination of Google Pay

7.1 We may suspend or terminate use of your card (including the card of any additional cardholder) with Google Pay without notice at any time, including if:

- you ask us to suspend or close the eligible account that the card is linked to;
- your card is suspended, blocked or cancelled;
- you, or any additional cardholders, breach any terms and conditions;
- there is suspicion of fraud/theft;
- we are required to do so under any legislation or law, or if required to by a regulatory or government body;
- our arrangements with Google regarding Google Pay cease or are suspended; and
- for any reason we exercise our discretion to do so.

7.2 We may also cease supporting the use of cards in Google Pay at any time.

## 8. Changes to these Terms and Conditions

8.1 We may make changes to these Google Pay Terms and Conditions to be applied immediately at any time.

8.2 Subject to any relevant law, industry code, regulatory guidance or court judgment, we will provide you with advance notice (or at a minimum, the legally required notice period). Where this notice period is not required, we will notify you no later than the day the changes take effect.

8.3 We will notify you of any material changes by electronic means via the Digital Wallet, or our Mobile App, website, email, or any other appropriate mediums.

8.4 You acknowledge that we have advised you that:

- you may not receive paper communications detailing changes to the terms and conditions.
- you must check your Android device regularly for any notifications, updates, requests or announcements from us.
- you must keep your Android device and software up to date.

8.5 We may require you to confirm acceptance of changes in order for your card to continue to be supported in Google Pay.

## 9. Trademarks

Google Pay, the Google logo, Google Play, Google Play logo are trademarks of Google LLC.

## 10. Definitions

10.1 The following definitions apply within these terms and conditions:

word or expression	means
Android device	means a device which uses the Google Android operating system and supports Google Pay. This includes devices such as phones, tablets and smartwatches.
biometric identifier	refers to any physical characteristic of an individual which assigns their unique identification (such as fingerprints or facial images).
card	means any debit or credit card issued by us.
eftpos	refers to eftpos Payments Australia Limited.
Google	refers to Google Asia Pacific Pte Ltd ABN 54 341 015 381 and/or its related bodies corporate and affiliates.
Google Pay	is a mobile payment service developed by Google that allows users to make payments via Android devices.
merchant	means a retailer or any other provider of goods and services.
passcode	is a code, password, pattern or biometric identifier which may unlock a Google device.
Visa	refers to Visa Inc. or any Visa Inc. group company.
We, us, our, or the Bank refers to:	Unity Bank Limited. ABN 72 087 650 637 AFSL & Australian Credit Licence 238311.
you or your	means the account holder and any additional cardholders.