

## 1. Agreement to Terms and Conditions

- 1.1 By adding your card to Samsung Pay on an eligible Samsung device, you agree to accept these Samsung 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 Samsung Pay is subject to us identifying and verifying you and is at our discretion.

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

- 2.1 Samsung Pay is provided by Samsung, 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 Samsung Pay will be accepted at all merchants.
- 2.3 You must agree to Samsung Pay's Terms and Conditions in order to register with and use Samsung Pay.
- 2.4 For a list of devices compatible with Samsung Pay, please refer to:  
[www.samsung.com/au/apps/samsungpay/#compatibility](https://www.samsung.com/au/apps/samsungpay/#compatibility)

## 3. Applicable fees and charges

- 3.1 We do not charge any supplementary fees for adding or using your card with Samsung 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 Samsung Pay, you are responsible for any third-party charges such as mobile carrier fees, excess data charges, and in-app purchases on Samsung devices.

## 4. Data collection, sharing and privacy

- 4.1 By registering with Samsung Pay, you consent to us sharing information with Samsung relating to:
  - the installation and use of Samsung Pay.
  - your Samsung device (where your card is linked).
  - the facilitation of any transaction.
  - your transaction history.
  - other information required to maintain or improve the operations of Samsung Pay.

- 4.2 We may exchange information with other service providers when necessary (such as Visa or eftpos). We are not responsible for any loss, injury, inconvenience, or other harm you experience with relation to Samsung Pay (except to the extent caused by the oversight, fraud or intentional misconduct of our employees).
- 4.3 For more information with respect to the types of personal information collected by Samsung, please refer to Samsung's privacy policy at:  
<https://www.samsung.com/au/info/privacy/>

## 5. Our Liability

- 5.1 We will not be held liable for any loss arising from Samsung 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 Samsung device.
  - the malevolent, unintended, or improper use of Samsung Pay in a manner not permitted or recommended by Samsung 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). Your liability may also be subject to rights applicable under the ePayments Code.
- 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 Samsung Pay on an eligible Samsung device, it is your responsibility to ensure that:
  - where the Samsung device can be accessed by a biometric identifier (such as a fingerprint or face), only your biometric identifier is registered on the Samsung device;
  - where the Samsung 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 Samsung 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 Samsung device is locked when not in use;
- the Samsung device is not left unattended;
- you must not act with carelessness with regards to the security of your passcode/password/Samsung device;
- you must install and regularly update anti-virus software on the Samsung device (and any other recommended updates);
- you delete any cards from the Samsung device before sharing or disposing of the Samsung device.

6.2 You must immediately notify us if:

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

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

## 7. Suspension or termination of Samsung Pay

7.1 We may suspend or terminate use of your card with Samsung Pay without notice at any time, including if:

- 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 Samsung regarding Samsung 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 Samsung Pay at any time.

## 8. Changes to these Terms and Conditions

8.1 We may make changes to these Samsung 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 the Bank's 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 Samsung device regularly for any notifications, updates, requests or announcements from us.
- you must keep your Samsung 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 Samsung Pay.

## 9. Trademarks

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

## 10. Definitions

10.1 The following definitions apply within these terms and conditions:

word or expression	means
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 Ltd
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 Samsung device.
Samsung	means Samsung Electronics Australia Pty Ltd ACN 002 915 648 and/or its related bodies corporate and affiliates.
Samsung device	means a device which uses Samsung's operating system and supports

	Samsung Pay. This includes devices such as phones, tablets or smartwatches.
Samsung Pay	is a mobile payment service developed by Samsung that allows users to make payments via Samsung devices.
Visa	refers to Visa Inc. or any Visa Inc. group company.
We, us, our, or the Bank refers to:	G&C Mutual Bank. ABN 72 087 650 637 AFSL & Australian Credit Licence 238311.
you or your	means the account holder and any additional cardholders.