

## **ANZ with Apple Pay Terms and Conditions**

**Version:** 1.5

**Dated:** 19 February 2024

From 6 June 2025, these terms will be replaced by new 'ANZ with Apple Pay Terms & Conditions' (**T&Cs**). By agreeing to these terms, you also agree that the T&Cs will replace these terms on and from 6 June 2025. The T&Cs can be accessed by clicking on the link to the 'ANZ with Apple Pay Terms & Conditions' - effective 6 June 2025, accessible from [anz.com/termsupdatedigital](https://anz.com/termsupdatedigital)

### **1. These terms**

You agree with ANZ to these terms by:

- adding an ANZ Card for use in Apple Pay on your eligible Apple Device; or
- allowing Another Cardholder to add an ANZ Card linked to your account to Apple Pay on their Apple Device.

These terms apply in addition to the Account Terms associated with each ANZ Card. It is important that you read these terms and the Account Terms together.

### **2. Adding and removing an ANZ Card**

You can add an ANZ Card to Apple Pay on your eligible Apple Device and Another Cardholder can add an ANZ Card to their eligible Apple Device, provided that:

- we can verify the relevant Cardholder's identity;
- if you are not an account holder or the sole account holder, each account holder has agreed to the ANZ Card being added to Apple Pay on the relevant Cardholder's eligible Apple Device;
- if the ANZ Card is an ANZ Commercial Card, the Principal has agreed to the ANZ Card being added to Apple Pay on the relevant Cardholder's eligible Apple Device; and
- the account is in good standing.

A Cardholder can remove an ANZ Card linked to your account from Apple Pay on the Cardholder's Apple Device at any time.

Instructions on how to add an ANZ Card to Apple Pay, or remove one, are set out at [www.anz.com/applepay](https://www.anz.com/applepay).

Once an ANZ Card is added to Apple Pay, the Cardholder can use Apple Pay to authorise transactions on an account. This is done by using the relevant Apple Device in place of an ANZ Card at a contactless terminal or in an application on an Apple Device. Some contactless terminals may require the Cardholder to enter the ANZ Card PIN.

### **3. Security and your liability**

**WARNING: Any person who can unlock your Apple Device may be able to make transactions using an ANZ Card registered in Apple Pay.**

#### **(a) Your responsibilities**

If a Cardholder's ANZ Card linked to your account is registered for Apple Pay on any eligible Apple Device, you are responsible for ensuring that:

- only the Cardholder's Biometric Identifier is registered on the Apple Device (and no other person's Biometric Identifier is registered);
- if a Cardholder becomes aware that another person is or may be able to access the Apple Device using their biometric information, the Cardholder must use a passcode instead of a Biometric Identifier to initiate transactions using their ANZ Card on Apple Pay and must remove their Biometric Identifier from the Apple Device;
- the Apple Pay wallet is not shared with anyone and is used only by the Cardholder;

- each Cardholder keeps the passcode in the Cardholder's Apple Device secure in the same way as a Cardholder would a banking password or PIN secure, including by:
  - not sharing it with anyone;
    - not carrying a record of it within an Apple Device or with anything capable of being stolen along with an Apple Device (unless a reasonable effort is made to protect the security of it);
  - if you or Another Cardholder think any other person knows the passcode for the Apple Device, you must ensure that the passcode is changed by you or Another Cardholder, as applicable;
    - not choosing an easily guessable passcode such as the Cardholder's date of birth or a recognisable part of the Cardholder's name; and
    - not acting with extreme carelessness in failing to protect the security of the passcode.
- the Cardholder keeps the Apple Device safe and secure (including by locking it when not in use or when it is unattended and by installing up-to-date anti-virus software on it); and
- the Cardholder removes any ANZ Cards from the Cardholder's Apple Device before disposing of the Apple Device.

**(b) Transactions which are taken to be authorised if a Cardholder:**

- lets any other person's Biometric Identifier be registered on the Cardholder's Apple Device;
- shares the Cardholder's passcode with any other person; or
- registers a Biometric Identifier on the Cardholder's Apple Device in circumstances where the Cardholder is aware that another person is or may be able to use their biometric information to access the Apple Device,

you are taken to have authorised that person to transact on your account using Apple Pay. This means that any Apple Pay transaction initiated by that person using the Biometric Identifier, biometric information or passcode will be authorised by you and the terms of the Account Terms which deal with unauthorised transactions will not apply.

**WARNING: this could result in significant loss or liability in relation to such transactions.**

**(c) What you must report to ANZ**

You must report the following to ANZ by calling us immediately on 1800 033 844 (24 hours a day):

- any Apple Device on which an ANZ Card linked to your account has been added to Apple Pay is lost or stolen;
- the mobile service of any Apple Device on which an ANZ Card linked to your account has been added to Apple Pay is suddenly disconnected without your permission (which may indicate the occurrence of mobile phone porting); or
- you or Another Cardholder suspect a security breach in relation to any Apple Device on which an ANZ Card linked to your account has been added to Apple Pay, or that an unauthorised person has used the passcode, ANZ Card PIN or other credentials to access Apple Pay.

**(d) Consequences of reporting and delayed reporting**

If you report any of the circumstances in clause 3(c) above, we will suspend use of your ANZ Card with Apple Pay. This helps protect you as much as possible from additional loss or liability. ANZ warrants that it will comply with the ePayments Code. However, if you have contributed to the loss by unreasonably delaying reporting to us the loss or theft of the Apple Device or the unauthorised use of your account details, you may be liable for transactions for which you did not give authority incurred before the report is received by us. More terms which affect your liability in relation to transactions are set out in the Account Terms.

**(e) Unauthorised transactions**

In the terms of the Account Terms which deal with liability for unauthorised transactions (as set out in the 'Electronic Banking Conditions of Use'):

- each reference to a 'password' or 'PIN' includes a reference to your Apple Device passcode;
- each reference to a 'Security Requirement' includes the requirement to keep your Apple Device passcode secure as described above; and

- each reference to a lost or stolen card includes a lost or stolen Apple Device, with all necessary modification, notwithstanding that ANZ does not issue your Apple Device to you (or the associated passcode), and noting that if another person's Biometric Identifier is registered on your Apple Device, any transaction conducted by them is not an unauthorised transaction.

Generally, subject to protections under the ePayments Code described in those terms, you are liable for unauthorised transactions conducted using Apple Pay.

#### **4. Fees and Charges**

The Account Terms describe the fees and charges which apply to each relevant account. ANZ does not charge you any additional fees for adding or using an ANZ Card with Apple Pay. You are responsible for all third party charges associated with the use of Apple Pay (such as carriage or mobile data charges).

#### **5. Suspension and termination of Apple Pay**

At any time, a Cardholder can delete or suspend their ANZ Card from Apple Pay. You cannot suspend the use of Another Cardholder's ANZ Card in Apple Pay, but you can suspend or close the ANZ Card of Another Cardholder by calling 1800 033 844 (24 hours a day).

ANZ may block, suspend or terminate your ANZ Card in Apple Pay:

- if ANZ reasonably suspects fraud;
- if you report any of the circumstances in clause 3(c) above;
- if your ANZ Card is cancelled, blocked or suspended;
- if you breach these terms;
- if required by applicable laws (such as anti-money laundering and counter terrorism financing laws, or sanctions laws);
- if directed to so by Apple or by the applicable card network (for example, in circumstances of suspected fraud);
- if ANZ's arrangements with Apple regarding Apple Pay cease or are suspended; or
- if reasonably necessary to protect ANZ's legitimate business interests, for example where we reasonably suspect unlawful activity or misconduct on your ANZ Card in Apple Pay.

Unless required by law, or where it is reasonably practicable to do so, we will not give you notice prior to blocking, suspending or terminating your ANZ Card in Apple Pay.

More circumstances in which electronic access may be removed in relation to your ANZ Card (including through Apple Pay) are set out in the Account Terms.

#### **6. Data Collection and privacy**

ANZ may collect information relating to your Apple Device (including app version, device type and model, operating system and security information such as whether you have obtained root access):

- to ensure that your ANZ Card properly functions in Apple Pay;
- for security purposes and to identify fraud;
- for ANZ to better provide assistance to you; and
- to tell you about other products or services that may be of interest to you. We may also exchange information with Apple and service providers:
- to enable the use of the ANZ Card with Apple Pay and to improve Apple Pay generally; and
- about persons involved in suspected security breaches or fraud.

If you do not want us to collect or disclose this information as described, you should not register an ANZ Card for use in Apple Pay. If you do not want to receive ANZ marketing information, phone 13 13 14.

The Account Terms and ANZ's Privacy Policy ([www.anz.com/privacy](http://www.anz.com/privacy)) contain more general information about our collection and handling of your information.

Once an ANZ Card is registered to your Apple Device, Apple may access your personal information regarding the use of that ANZ Card through Apple Pay. Please see Apple's privacy policy at [www.apple.com/au/privacy](http://www.apple.com/au/privacy)

### **7. Apple Pay provided by Apple**

We are not responsible for the functionality or availability of Apple Pay, its compatibility with contactless terminals, or the availability of Apple's third-party communications and network providers (except to the extent that we are deemed liable under the ePayments Code).

ANZ's obligation to you in relation to the functionality of Apple Pay is limited to securely supplying information to Apple in order to allow use of an ANZ Card through Apple Pay.

Limitations on ANZ's liability to you are set out in clause 8.

You will need to agree to Apple's terms and conditions in order to use Apple Pay.

### **8. ANZ Liability**

ANZ is not liable for any loss or damage you suffer due to the supply of information to Apple, except to the extent any loss or damage arises from the negligence, fraud or wilful misconduct by ANZ or its officers, employees, contractors or agents.

ANZ will not be liable for any loss arising from your use of Apple Pay to the extent the loss was caused by:

- your fraud; or
- your use of Apple Pay or the Apple Device in a manner not permitted by Apple (for example, by obtaining root access to your Apple Device); or
- subject to your rights under the ePayments Code, a reduced level of service caused by matters beyond our reasonable control (for example, those caused by third party software and network providers).

**9. We can make changes to these terms without your agreement** We can change these terms by giving you notice as described below.

If we make a change you are not prepared to accept, you can remove your ANZ Card from Apple Pay on your Apple Device. Instructions on how to remove an ANZ Card from Apple Pay are set out at [www.anz.com/applepay](http://www.anz.com/applepay).

If we reasonably consider a change is unfavourable to you, we will give you prior notice of at least 30 days.

We may give you a shorter notice period, which may include notice on the day the change takes effect, if we reasonably consider:

- the change has a neutral effect on your obligations;
- the change reduces your obligations; or
- providing a shorter notice period is necessary for us to:
  - immediately restore or maintain the security of a system or individual facility; · avoid or reduce a material increase in our credit risk or loss; or
  - comply with legal or regulatory requirements.

You agree that we may give you notice of the change by any notification method allowed by these terms including by letter or by electronic means as set out in clause 10 below or by advertisement in a national newspaper or in two or more major metropolitan newspapers that in combination circulate generally in each State and Territory of Australia.

Despite this clause, we will always give you notice in accordance with any applicable laws or industry codes (such as the Banking Code of Practice), or any other terms and conditions applicable to your account, which require any minimum notice periods or specific methods of notification.

The current terms will always be available for you to view at [www.anz.com/applepay](http://www.anz.com/applepay)

#### **10. Electronic communication**

Without limiting any other means of communicating with you under the Account Terms, we may communicate with you by sending an SMS to the telephone number you have provided us, an email to the email address you have provided to us or by writing to you at the address you have provided to us. The SMS or notice may include a link to detailed information on our website.

#### **11. Banking Code of Practice**

If you are an individual or small business (as defined in the Banking Code of Practice) ANZ is bound by the Banking Code of Practice when it provides its products and services to you.

#### **12. Severability and governing law**

If any provision or part of a provision of these terms is illegal, invalid or unenforceable, it will be severed from these terms and the remaining provisions (or parts of provisions) will continue in full force and effect.

These terms are governed by the law of Victoria, Australia and you and ANZ agree to submit to the exclusive jurisdiction of the courts of that State.

#### **13. Meanings of words** In these terms:

- **'Account Terms'** mean the terms and conditions of each credit card or savings or transaction account associated with an ANZ Card registered on an Apple Device.
- **'Another Cardholder'** means a person other than you who is nominated by you or is otherwise eligible to be issued with an ANZ Card linked to your account and, in the case of an ANZ Commercial Card, means a person to whom the ANZ Commercial Card is issued at the request of the Corporate Principal.
- **'Apple'** means Apple Pty Limited ABN 46 002 510 054 and/or its related bodies corporate and affiliates.
- **'Apple Device'** means a device such as an iPad, iPhone or Apple Watch, manufactured by Apple, which ANZ determines is eligible for the registration of ANZ Cards to be used in Apple Pay.
- **'Apple Pay'** means the mobile payment and digital wallet service created by Apple that lets users transact using certain Apple Devices and credit cards or debit cards registered on such Apple Devices.
- **'ANZ', 'we' or 'us'** means Australia and New Zealand Banking Group Limited ABN 11 005 357 522 and its successors and assigns, and **'our'** has a corresponding meaning.
- **'ANZ Card'** means an ANZ card as listed on [www.anz.com/applepay/#eligible-cards](http://www.anz.com/applepay/#eligible-cards) which is not expired, blocked, suspended or cancelled (and includes an ANZ Commercial Card).
- **'ANZ Commercial Card'** means an ANZ credit card which allows a Cardholder to transact on a Corporate Principal's commercial card facility account.
- **'Banking Code of Practice'** means the relevant version of the industry code published from time to time by the Australian Banking Association as it applies to ANZ.
- **'Biometric Identifier'** includes fingerprint, faceprint or similar biometric identifier.
- **'Cardholder'** means the holder of the ANZ Card added to Apple Pay on that holder's Apple Device and, as the context requires, includes you and Another Cardholder.
- **'Corporate Principal'** means, in respect of an ANZ Commercial Card, the holder of the ANZ Commercial Card facility account.
- **'you'** means the account holder of the account related to the ANZ Card which has been added to the Apple Pay wallet and, as the context requires, includes the Cardholder of that ANZ Card, and **'your'** has a corresponding meaning.

#### **14. Trademarks**

Apple and Apple Pay are trademarks of Apple Inc.

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