

# Mobile Wallet Terms and Conditions for Bank First

Effective 3 August 2021

These terms and conditions apply to the use of your Card through a Mobile Wallet on a Compatible Device. These Mobile Wallet Terms and Conditions are in addition to and must be read in conjunction with Bank First's Terms and Conditions: Part A - Product Information and Terms and Conditions: Part B - Fees and Charges. However, if there is any inconsistency between them, these Mobile Wallet Terms and Conditions will apply to the extent of any inconsistency.

By registering and using your Card in a Mobile Wallet you agree to these terms and conditions.

## Definitions

- 'Mobile Wallet' means the payment platform created to facilitate payments using a Compatible Device with a Card registered on such a device.
- 'Compatible Device' is any device used to facilitate the use of Mobile Wallet.
- 'Card' means your Bank First Visa Debit Card or Visa Credit Card.
- 'PIN' means Personal Identification Number used to access the Card or Compatible Device.
- 'we', 'us', and 'our' is a reference to Bank First.
- 'you' or 'your' is a reference to the Cardholder.

## Using your Card with a Mobile Wallet

- Registration of your Card to a Mobile Wallet is subject to us verifying you and is at the discretion of Bank First.
- We do not make any guarantees that a Mobile Wallet will be accepted at all merchants.
- We are not the provider of the Mobile Wallet and are not responsible for its use and function. You should contact the Mobile Wallet provider if you have questions concerning how to use the Mobile Wallet or problems with the Mobile Wallet.
- Bank First is not liable for any loss you suffer as a result of using the Mobile Wallet, including without limitation, a merchant refusing to accept a Mobile Wallet or any error, defect or unavailability of the Mobile Wallet.
- Bank First will not be liable for any loss caused by your fraud or use of a Mobile Wallet or the Compatible Device in a manner not permitted by the Mobile Wallet provider.

## Fees and Charges

- Bank First does not charge a fee to allow use of your Card with a Mobile Wallet on a Compatible Device.
- You will need to pay any third party fees associated with the use of the Mobile Wallet on a Compatible Device.
- All applicable Bank First fees and charges relating to the use of your Card still apply.

## Mobile Wallet security and liability

**WARNING:** The account owner will be liable where a cardholder does not comply with the below security precautions and they will not be able to rely on the protections from liability contained within the Terms and Conditions Part A – Product Information pertaining to unauthorised transactions.

- You agree to protect, and keep confidential, information which is required for you to make purchases with your Card using a Mobile Wallet, including any PIN. The PIN must not be disclosed to anyone else (including family members) and a record of the PIN must not be kept with the Compatible Device, or with or in anything with which the Compatible Device is stored unless reasonable steps have been taken to protect the PIN.
- You must not use any easy to guess or decipher PIN such as your birthday or any other number associated with you.
- Your biometric identifiers (e.g. fingerprint or facial recognition) must be the only biometric identifiers registered on your Compatible Device.
- You must ensure that only you access the Compatible Device to use a Mobile Wallet and that it is not accessed or used by anyone else, even if that person has your permission.
- You must ensure the Compatible Device is locked at all times when it is not being used, and is not left unattended in a non-secure environment.
- You are required to install the latest operating system software updates to your Compatible Device.
- If your Compatible Device has been lost or stolen, or you believe your Compatible Device has been compromised, you must report this to us immediately. You must give us all the information about the loss, theft or misuse.
- You must remove any Card details from the Compatible Device before disposing of the Compatible Device.
- You are required to contact us immediately if you suspect fraud associated with the use of your Mobile Wallet on a Compatible Device has occurred. Liability for such transactions will be determined in accordance with our Terms and Conditions: Part A - Product Information and the ePayments Code.

## Suspension or removal of a Card

Bank First will suspend or cancel the Card within a Mobile Wallet if:

- You ask us to.
- You or an Additional Cardholder breach these terms and conditions.
- The Mobile Wallet provider suspends or terminates the Mobile Wallet.
- We reasonably exercise our right, at any time and for any reason, to block you from adding a Card to a Mobile Wallet, suspend your ability to use a Card to make purchases using a Mobile Wallet, or cancel your ability to continue to use a Card in a Mobile Wallet.

## Privacy

- Your information is handled in accordance with Bank First's **Privacy Policy**.
- We may exchange information about you with the Mobile Wallet provider and card scheme networks to set up and facilitate use of a Mobile Wallet on a Compatible Device. The data collection and handling practices of each party are in accordance with their respective privacy policy (available at [apple.com/au/](https://apple.com/au/) and [eftposaustralia.com.au](https://eftposaustralia.com.au)).

## Further Information

Further information about our products and services is available on our website at **[bankfirst.com.au](https://bankfirst.com.au)** or by contacting us on **1300 654 822**. The information contained in these Terms and Conditions is current at the time of issue.