

**These Digital Wallet Terms of Use (“Terms”) apply to the use by you of your Card in a Digital Wallet. By registering your Card in a Digital Wallet you agree to these Terms.**

## Accounts & Access Facilities Terms and Conditions

The Accounts & Access Facilities Terms and Conditions and these Terms apply to any use by you of your Card in a Digital Wallet and the former takes precedence over the latter.

- Terms defined in the Accounts & Access Facilities Terms and Conditions have the same meaning here.
- “Digital Wallet” is host card emulation facility allowing you to register your Card in a near field communication (NFC) enabled device to perform payWave transactions.
- You may have additional terms issued by your Digital Wallet provider or your telecommunications service provider which you are required to comply.

## Your responsibilities to keep your card secure and notify us of errors or fraud

You agree to protect and keep confidential any User ID, phone lock passcode, passwords and all other information required for you to make purchases with your Card using a Digital Wallet.

Always protect a phone passcode by using a unique number or pattern that is not obvious or can be easily guessed. Take precautions when using your Digital Wallet. Try to memorise your passcode or carefully disguise it. Never record a passcode with or on your device or computer, or reveal it to anyone.

If your device has been lost or stolen, or you believe your security credentials have been compromised, you must report this to us promptly. The Accounts & Access Facilities Terms and Conditions require you to contact us promptly if you believe there are errors or if you suspect fraud with your Card. This includes any fraud associated with a Digital Wallet.

We will not be liable for any losses you incur except as specifically described in the Accounts & Access Facilities Terms and Conditions, the ePayments Code or as otherwise provided by law.

## Using a digital wallet

- Registration of your card into a Digital Wallet is subject to us identifying and verifying you and is at our reasonable discretion.
- We do not make any guarantees that a Digital Wallet will be accepted by all merchants.
- We are not the provider of the Digital Wallet and are not responsible for its use and function. You should contact the Digital Wallet Provider’s customer service if you have questions concerning how to use a Digital Wallet or problems with a Digital Wallet.
- We are not liable for any loss, injury or inconvenience you suffer as a result of a merchant refusing to accept a Digital Wallet.
- 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.
- Where using Apple Pay, you are prohibited from using or distributing the Software, except for the purposes of payments transmission and payments processing. ‘Software’ means: the Plug-In Wallet SDK for Apple Pay provided to EFTPOS Payments Australia Limited (EPAL) by Bell Identification B.V., Embedded applet within device provided by NXP Semiconductors Netherlands B.V and eftpos Mobile Payment Applet v1.0 and any other computer programs, together with any technical information and documentation necessary to use such programs, as modified by time to time by EPAL.

## Applicable fees

We do not charge a fee to allow you to install your Card in a Digital Wallet.

All applicable account fees and charges relating to the use of your Card still apply.

There may be charges from your telecommunications provider.

## Suspension or removal of a card from a digital wallet by us

We can block you from adding an otherwise eligible Card to a Digital Wallet, suspend your ability to use a Card to make purchases using a Digital Wallet or cancel entirely your ability to continue to use a Card in a Digital Wallet. We may take these actions at any time and for one or more of the following reasons:

- if you ask us to suspend or close the eligible People's Choice account that the Card is linked to;
- if your eligible Card is cancelled, blocked or suspended;
- if you breach the product terms for your People's Choice account;
- if either you or the additional cardholder breach these Terms;
- if we suspect unauthorised transactions have occurred on your People's Choice account;
- if required by applicable laws (such as anti-money laundering and counter-terrorism financing laws, or sanctions laws);
- if directed to do so by a Digital Wallet Provider or the applicable card scheme (for example, in circumstances of suspected fraud);
- if we are required by a regulatory or government body;
- for security reasons; or
- if we have reasonable grounds to believe that there is a material risk of loss to you or us.

However, unless there are exceptional circumstances (e.g. fraud or criminal activity), we will give you at least 14 days advance notice before taking action under this clause.

We may also cease supporting the use of Cards in Digital Wallets at any time.

## Suspension or removal of a card from a digital wallet by you

You may remove your Card from a Digital Wallet by following a Digital Wallet Provider's procedures for removal.

## Devices with same digital wallet provider account

If you add a card to one of your devices and have other devices sharing the same account ("Other Devices"), this may permit the card to be added to the Other Devices and permit users of the Other Devices to see card information. Please contact your Digital Wallet provider for more information.

## Your information

You agree that we may exchange information about you with a Digital Wallet provider and the applicable card scheme to facilitate any purchase you initiate using a Card registered in a Digital Wallet.

By registering your Card in a Digital Wallet, you are providing consent for your information to be shared with these parties.

We may also share your information to make available to you in a Digital Wallet information about your card transactions, or to assist a Digital Wallet provider in improving the Digital Wallet. We are not responsible for any loss, injury or other harm you suffer in connection with a Digital Wallet Provider's use of your information.

## **You agree to allow us to contact you electronically**

You agree that we may contact you electronically (for example via SMS, email and notifications in app) and that this is considered written notice for the purpose of these Terms.

We may amend these Terms in the manner set out in the Accounts & Access Facilities Terms and Conditions.

A copy of the Accounts & Access Facilities Terms and Conditions can be located on our website, [www.peopleschoice.com.au](http://www.peopleschoice.com.au) or obtained from one of our branches.