

# Westpac Group Fitbit Pay™.

## **Terms and Conditions.**

Effective 1 June 2020.



## **These terms and conditions apply to the use of Fitbit Pay with your Westpac Card.**

By adding your eligible Card to Fitbit Pay you agree to these conditions and the Fitbit Terms of Service, available at [fitbit.com/legal/terms-of-service](https://fitbit.com/legal/terms-of-service) For a list of eligible Cards and devices, please refer to the Fitbit Pay FAQs at [westpac.com.au/mobile-wallets](https://westpac.com.au/mobile-wallets)

These conditions apply in addition to your Product Terms which can be accessed by contacting us. You should read this document with your Product Terms. Where inconsistent with the **Product** Terms, these terms and conditions apply in respect of your use of Fitbit Pay. The Product Terms apply to both your Card and the Device Account Number as they are linked to the same **account**. There are certain terms and conditions that can only apply to the Card, such as use of a Card at an ATM or obtaining cash advances.

We warrant that we will comply with the ePayments Code.

## **1. Verification and Authorisation.**

For your security Westpac requires you to be verified when adding a Card to Fitbit Pay. We may use the Scheme Provider to verify you on our behalf. To find out how you can be verified refer to the Fitbit Pay FAQs at [westpac.com.au/mobile-wallets](https://westpac.com.au/mobile-wallets)

To set up Fitbit Pay, you must download the Fitbit app on your Mobile Device and then use the app to ensure your Fitbit Device is paired with your Mobile Device. Your Mobile Device must be connected to the internet to do this.

You will be required to enter your Fitbit PIN regularly. You must enter a PIN on your Fitbit Device:

- Before you make a payment using Fitbit Pay for the first time;
- Every 24 hours; and
- When you remove the Fitbit and then place it back on your wrist.

You can add or remove a Westpac Card from Fitbit Pay using your Fitbit Wallet. Instructions on how to use your Fitbit Wallet can be found in the Fitbit Pay FAQs at [westpac.com.au/mobile-wallets](https://westpac.com.au/mobile-wallets)

## **2. Using your Card with Fitbit Pay.**

Once your Card has been added to Fitbit Pay, you can use Fitbit Pay on your Fitbit Device to authorise transactions on your account. You can do this by placing and holding the Fitbit Device on a contactless payment terminal in person.

You must have your Westpac Card selected as the default card within Fitbit Pay to use that card for the transaction. You may be required to authorise a transaction by entering your Card PIN.

For Debit Mastercard® all Fitbit Pay Payments will be processed against the primary account linked to your Card. This can be changed in Online Banking, in branch or by calling 132 032. For a credit card all Fitbit Pay Payments will be processed against the Card Account.

## **3. Device Account Number in Fitbit Pay.**

In order to process Fitbit Payments, you will be issued with a Device Account Number. This identifies your Card for the purposes of using Fitbit Pay. The receipt provided by the merchant will contain a partially masked Device Account Number rather than your Card number. Each time you add your eligible Card to Fitbit Pay the Scheme Provider will create a new Device Account Number.

Fitbit Pay requests a token from the Scheme Provider to authorise transactions using your Device Account Number.

## **4. Fees, charges and transaction limits.**

The Product Terms describe the fees and charges which apply to each relevant Card. We do not charge you any additional fees for adding or using a Card with Fitbit. You are responsible for all third party charges associated with the use of Fitbit Pay (such as mobile data charges).

Payments made using Fitbit Pay count towards your daily transaction limit for your Card applies to Fitbit Pay. If you have exceeded your transaction limit, you will not be able to use Fitbit Pay for that day.

## 5. Fitbit Pay provided by Fitbit.

Fitbit Pay and Fitbit Devices are provided by Fitbit and not by Westpac. Mobile Devices are also not provided by Westpac.

Our obligation to you in respect of Fitbit Pay is limited to supplying information to Fitbit to allow the use of a Card through Fitbit Pay.

We are not otherwise liable for the use, functionality or availability of Fitbit Pay, any Fitbit Device, Mobile Device, the availability of contactless terminals or a reduced level of service caused by the failure of third party communications and network providers (subject to the ePayments Code).

## 6. Your information.

You agree that:

- Fitbit can provide us with certain information including your personal information, Fitbit Device details, and account information; and
- We can provide Fitbit with certain information (including your personal information) to allow Fitbit and its service providers to operate Fitbit Pay, to detect and address fraud, to improve and promote Fitbit Pay, to comply with applicable laws and respond to regulatory or government inquiries. Fitbit may store this information outside Australia.

If you do not agree to your information being disclosed or used in this manner you should not add your Card to Fitbit Pay.

## 7. Protection and liability and unauthorised Fitbit Pay Payments.

You must keep your Fitbit Device, Fitbit PIN, Mobile Device and security credentials safe and secure at all times, in the same way you would your Card and PIN. The provisions of your Product Terms which apply to unauthorised payments apply in the same way for any unauthorised Fitbit Pay Payments.

The requirements about protecting your Card and PIN in your Card's Product Terms also apply to your Fitbit Device, Mobile Device and Fitbit PIN. In particular, you must not:

- Leave your Fitbit Device or Mobile Device unattended;
- Choose a Fitbit PIN which represents your date of birth;
- Choose a Fitbit PIN which is made up of sequential numbers (for example, 1234) or is otherwise easy to guess;
- Voluntarily disclose your Fitbit PIN to anyone, including a family member or friend;
- Write or record your Fitbit PIN on your Fitbit Device or Mobile Device or keep a record of your Fitbit PIN on anything carried with a Fitbit Device or Mobile Device, or anything that is liable to loss or theft simultaneously with your Fitbit Device or Mobile Device, unless you make a reasonable attempt to protect the security of the Fitbit PIN; or
- Act with extreme carelessness in failing to protect the security of your Fitbit PIN.

In addition, you must:

- Keep your Fitbit Device and Mobile Device safe and secure, including locking the Mobile Device when not in use;
- Remove any Cards from your Fitbit Device or Mobile Device before disposing of them; and
- Take all necessary steps to prevent the unauthorised use of the Fitbit Device, Mobile Device or Fitbit Pay.

If you do not follow these requirements, you may be held liable for any unauthorised transactions.

You must not share your Fitbit Device or Mobile Device security credentials. You must not allow another person to register their biometric identifier (e.g. a fingerprint or retinal scan), as that person will be able to make changes to your Fitbit Wallet, which will affect your use of Fitbit Pay.

## 8. Lost or stolen Fitbit Device and liability.

If your Fitbit Device is lost or stolen you should immediately remove your Card(s) from your Fitbit Wallet using the Fitbit app on your device. Refer to the Fitbit Pay FAQs for how you can do this. This will mean that you can continue to use your Card(s) to make purchases.

If you are unable to remove your Card(s) from your Fitbit Device you should place a hold on or cancel your Card which will include your Device Account Number. You can do this on Westpac Live, or by calling 1300 130 961. This will mean that you will not be able to make any transactions on your Card account until you receive your replacement Card.

We will not be liable for any loss arising from your use of Fitbit Pay to the extent the loss was caused by your fraud; your use of Fitbit Pay or the Fitbit Device in a manner not permitted by us or Fitbit, (subject to your rights under the ePayments Code) a reduced level of service caused by matters beyond our reasonable control e.g. those caused by third party software and network providers.

## 9. Suspension or termination.

We may suspend your account to which you Fitbit Pay is linked without notice at any time where:

- We are satisfied unauthorised transactions have occurred;
- We are satisfied that Fitbit Pay is being misused;
- It is necessary to restore the security of a system, any individual Card or account;
- If required by a regulatory or government body;
- We are satisfied fraud has or may occurred;
- Your Card is cancelled, blocked or suspended; or
- We are satisfied it is necessary to prevent you or us suffering loss.
- We will give you notice in accordance with your Product Terms if your Card is no longer eligible for Fitbit Pay.

## 10. Changes to these conditions and communication.

We may change these conditions at any time and will notify you in accordance with the Product Terms. Due to the nature of Fitbit Pay you agree to us communicating with you electronically in relation to your use of Fitbit Pay and these conditions.

## 11. Definitions.

**“Card”, “contactless terminal”, “contactless transaction”, “we”, “us”, “our”, “Westpac”, “you” and “your”** has the same meaning as set out in your Card’s Product Terms.

**“Device Account Number”** means the number created by the Scheme Provider and stored on your Fitbit Device. This number represents your Card number and is used by Fitbit Pay to process Fitbit Pay Payments.

**“Fitbit”** is a trademark of and means Fitbit Inc and includes its related bodies corporate and affiliates.

**“Fitbit Device”** is a wearable Fitbit device that contains near field communication technology and which Westpac determines is eligible for the registration of Westpac Cards to be used in Fitbit Pay.

**“Fitbit Pay”** means the mobile payment and digital wallet service provided by Fitbit that lets you make Fitbit Pay Payments.

**“Fitbit Wallet”** means the digital wallet within the Fitbit app on your mobile device. You add or remove your Westpac Card(s) using the ‘Wallet’ tile on the Fitbit app.

**“Fitbit Pay Payment”** means a contactless transaction by holding your Fitbit Device to a contactless terminal until the transaction is completed and eCommerce transactions including, but not limited to, using merchants’ mobile sites, mobile applications and websites by selecting Fitbit Pay as your payment method and any other payments allowed by Fitbit. This also includes refunds processed using Fitbit Pay.

**“Mobile Device”** means a device such as a smartphone or tablet which is used to register Westpac Cards for use with Fitbit Pay and on which the digital wallet functionality of Fitbit Pay is registered.

**“PIN”** means personal identification number.

**“Product Terms”** means the account terms and conditions which apply to your eligible Card.

**“Scheme Provider”** means Mastercard or Visa Worldwide Pte. Ltd.

