

# Digital Wallet terms and conditions.



## Digital Wallet terms and conditions.

When you register your Defence Bank card in a digital wallet on a mobile device, you and subsidiary cardholders and anyone else you authorise will be able to make payment transactions to participating merchants.

A digital wallet provides an additional way to transact on your linked account.

These digital wallet terms apply each time a card registered in a digital wallet on a mobile device is used on that mobile device to access your linked account.

Some words have a special meaning as explained at the end of these terms or in the general account terms.

### 1. Applicable Terms and Conditions.

- 1.1 These digital wallet terms are additional terms and conditions that apply to your linked account when your linked account is accessed using a digital wallet.
- 1.2 The general account terms of your linked account continue to apply when your linked account is accessed using a digital wallet.
- 1.3 You agree to these digital wallet terms by:
  - (a) adding a Defence Bank card into a digital wallet on your mobile device and registering it for use in a digital wallet,
  - (b) allowing a subsidiary cardholder to add their Defence Bank card into a digital wallet on their mobile device and registering it for use in that digital wallet, or
  - (c) you or a subsidiary cardholder allowing another person to add your or a subsidiary cardholder's Defence Bank card into a digital wallet on that other person's mobile device and registering it for use in that digital wallet.
- 1.4 To the extent of any inconsistency between the general account terms and these digital wallet terms, these digital wallet terms prevail.
- 1.5 The provider of the digital wallet or your telecommunications service provider may also have additional terms that apply in relation to your use of a digital wallet and you are required to comply with those additional terms. In these digital wallet terms we refer to the provider of the digital wallet as the mobile device provider.

### 2. Digital Wallet Provided by the Mobile Device Provider.

- 2.1 Digital wallets are provided by mobile device providers, not by Defence Bank.
- 2.2 Defence Bank's obligation to you in relation to the functionality of a digital wallet is limited to securely supplying information to the mobile device provider and the applicable card scheme of that digital wallet in order to allow the use of a Defence Bank card in the digital wallet.
- 2.3 We are not otherwise liable for the use, functionality or availability of a digital wallet, any mobile device, the availability of compatible contactless readers at participating merchant locations, or any reduced level of service caused by the failure of third party communications and network providers (except to the extent that we are deemed liable under the ePayments Code).
- 2.4 You will need to agree to the mobile device provider's terms and conditions in order to use a Defence Bank card in a digital wallet on the mobile device of that supplied by that provider.

### 3. How do I get a Digital Wallet?

- 3.1 To access a digital wallet you will need to make sure that your mobile device is compatible with the digital wallet you are seeking to access and is connected to the internet.
- 3.2 With certain mobile devices, a digital wallet is already embedded within the mobile device and merely needs to be activated, while with other mobile devices you will need to download a digital wallet onto your mobile device.

### 4. How do I know if my Mobile Device is compatible with a Digital Wallet.

- 4.1 Details of which mobile devices are compatible with which digital wallets are available on our website.

### 5. How do I use a Digital Wallet?

Instructions on how to use a digital wallet are embedded in the compatible mobile device or the App for that digital wallet. Instructions are also available on our website at [defencebank.com.au](https://defencebank.com.au)

### 6. How to Add or Remove a Card from a Digital Wallet.

- 6.1 Before you may use an eligible Defence Bank card with a digital wallet on a mobile device you must first add your card to that digital wallet.

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- 6.2 You may add a *card* to a *digital wallet* and any *subsidiary cardholder* may add a *card* to their *digital wallet*, provided that:
- (a) the *mobile device* is compatible with the *digital wallet* sought to be added;
  - (b) we are able to verify *your* identity and where applicable the identity of any *subsidiary cardholder*;
  - (c) if *you* are not the sole holder of the *linked account*, each other account holder has agreed to the *card* being added to a digital wallet, and
  - (d) the *linked account* is in good standing.
- 6.3 To add a Defence Bank *card* to a *digital wallet* you need to follow the prompts on *your mobile device*. For certain *mobile devices* the process of adding a *card* to the *digital wallet* on that *mobile device* requires *you* to pair that *mobile device* with a mobile phone or tablet which has Bluetooth functionality enabled and is within range of a cellular or wireless internet connection.
- 6.4 You may remove a *card* from a *digital wallet* on *your mobile device* at any time. For certain *mobile devices* the process of removing a *card* from the *digital wallet* on that *mobile device* may require *you* to pair that *mobile device* with a phone or tablet which has Bluetooth functionality enabled and is within range of a cellular or wireless internet connection.
- 6.5 A *subsidiary cardholder* may remove a *card* from a *digital wallet* on their *mobile device* at any time in the same manner as the *cardholder*.
- 6.6 You may not remove the *card* of a *subsidiary cardholder* from a *digital wallet* on their *mobile device* but *you* may request we cancel the *card* issued to the *subsidiary cardholder*.
- 6.7 Further information and instructions on how to add or remove a *card* from a *digital wallet* is set out on our website at [defencebank.com.au](https://defencebank.com.au)

## 7. Using a Digital Wallet.

- 7.1 Once a *card* is added to a *digital wallet* on a *mobile device* the *cardholder* can use the *mobile device* to make *contactless payments* on the *linked account* using that *digital wallet*. This is done by using the relevant *mobile device* in place of a *card* at a *contactless payment terminal* or an internet website which accepts that *digital wallet*. Not all internet websites accept *digital wallets*
- 7.2 Some *contactless payment terminals* may require a *cardholder* to:
- (a) enter the *card* PIN for certain higher value transactions;
  - (b) unlock the *mobile device* in circumstances where the *contactless payment terminal* does not recognise the *mobile device* when a transaction is attempted, or
  - (c) awaken the *mobile device*
- 7.3 Where *you* have more than one *digital wallet* on a *mobile device* you will need to select which *digital wallet* to use when making a *contactless payment*. Your *mobile device* provider will have instructions on how to select a *digital wallet* on *your mobile device*.

## 8. Security - General.

- 8.1 Any person who is able to unlock *your mobile device* is able to transact on and make *contactless payments* from *your linked account* using a *digital wallet*.
- 8.2 The *passcode* or *biometric marker* used to unlock *your mobile device* is also the *passcode* or *biometric marker* which permits *you* to make *contactless payments*.
- 8.3 When *your mobile device* is unlocked *you* may transact on and make *contactless payments*.
- 8.4 In addition, where *you* use a *biometric marker* as a security method, *you* may still be able to transact on and make *contactless payments* if *you* place *your biometric marker* on or near the screen of *your mobile device* even though *your mobile device* is not unlocked.
- 8.5 *You* are required to ensure *you* use a *passcode* or *biometric marker* on *your mobile device* to unlock *your mobile device* and to prevent unauthorised access to *your mobile device* and use of a *digital wallet* on *your mobile device* to transact on and make payments from *your linked account*.
- 8.6 If any other person becomes aware of the *passcode* for *your mobile device* *you* are taken to have authorised that other person to transact on and make payments from *your linked account* using a *digital wallet* on *your mobile device*.
- 8.7 *You* acknowledge that any transaction initiated through a *digital wallet* on *your mobile device* is only possible if a person knows the *passcode* to *your mobile device* or has registered a *biometric marker* on *your mobile device*.
- 8.8 A *biometric marker* may take the form of a fingerprint.
- 8.9 If *you* let any other person's fingerprint or other *biometric marker* be registered on *your mobile device*, or *you* share *your passcode* with any other person, *you* are taken to have authorised that person to transact on *your linked account* using a *digital wallet* on *your mobile device*. This means that any transaction initiated by that person using their fingerprint or other *biometric marker* or *your passcode* will be taken to have been authorised by *you* and:
- (a) *you* will be liable for any such transactions, and

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(b) the *general account terms* which deal with limitation of liability for unauthorised transactions will not apply.

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

- 8.10 You must not allow another person to register their fingerprint or other *biometric marker* on *your mobile device* and you must ensure that any prior registrations are removed immediately.

## 9. Security – Mobile Device.

To safeguard use of a *digital wallet* we require *you* and any *subsidiary cardholder* to take the following additional steps to protect the security of the *mobile device* on which a *digital wallet* has been loaded:

- (a) not leave *your mobile device* unattended;
- (b) not leave *your mobile device* unlocked;
- (c) make sure *your mobile device* is locked when not in use and take other steps necessary to prevent unauthorised use of the mobile device or a *digital wallet* on *your mobile device*;
- (d) notify us immediately if *your mobile device* is lost or stolen;
- (e) not use a *digital wallet* for any purpose other than as authorised by us from time to time; and
- (f) not override any applicable *digital wallet* software lock down on *your mobile device*.

## 10. Security – Passcode and Generally.

To safeguard use of a *digital wallet* registered on a *mobile device* we require *you* and any *subsidiary cardholder* to take the following steps to protect the security of the *passcode* and security generally:

- (a) change *your passcode* at regular intervals.
- (b) never reveal *your passcode* to anyone.
- (c) never write a record of *your passcode* on *your mobile device*.
- (d) never write the *passcode* on anything that is kept with or near *your mobile device*.
- (e) never tell or show the *passcode* to another person.
- (f) never store *your passcode* on *your mobile device*.
- (g) take care to prevent anyone seeing *you* enter *your passcode* on *your mobile device*.
- (h) protect *your passcode* in the same way that *you* are required to protect *your PIN*.
- (i) review recent transactions on *your linked account* where that functionality is available in a *digital wallet*.
- (j) examine *your* periodical statements immediately upon receiving them to identify and report as soon as possible any incidences where *you* believe unauthorised transactions have occurred.
- (k) notify us immediately if *you* suspect there has been any fraud or unauthorised use of *your mobile device* or a *digital wallet* or any unauthorised transactions have occurred.
- (l) if *you* suspect that another person may know the *passcode* for *your mobile device*, change *your passcode* for that *mobile device*.

## 11. Suspension or Deletion of a Card from a Digital Wallet.

- 11.1 At any time, *you* can delete or suspend *your card* from a *digital wallet* and any *subsidiary cardholder* can delete or suspend their *card* from a *digital wallet*.
- 11.2 You cannot delete or suspend the use of a *subsidiary cardholder's card* in a *digital wallet*, but *you* may request we cancel the *card* issued to a *subsidiary cardholder*.
- 11.3 Please call us immediately on 1800 033 139 (24 hours a *day*) if:
  - *your mobile device* is lost or stolen;
  - *your mobile device's* mobile service is unexpectedly disconnected without *your* permission (which may indicate *you* have been subject to mobile phone porting); or
  - *you* suspect a security breach in relation to *your mobile device* or a *digital wallet* or that an unauthorised person has used *your passcode, card, or any of your* other credentials to access a *digital wallet*.
- 11.4 Based on *your* report, we will suspend use of *your card* with a *digital wallet*. This helps protect *you* as much as possible from additional loss or liability.
- 11.5 We warrant we will comply with the ePayments Code.

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## 12. We may Suspend or Delete a Card from a Digital Wallet.

- 12.1 We may suspend or terminate use of *your card* in a *digital wallet* at any time without prior notice to *you* (the “service”).
- 12.2 The provision and use of a *digital wallet* is subject to the reliability and availability of third party service providers including software providers and network service providers.
- 12.3 We will not be liable for any delays in providing the service or the non-availability of the functionality of a *digital wallet* at any time or for any reason.
- 12.4 We will not be liable for any direct or indirect loss suffered by *you* as a result of a reduced level of service, or the non-availability of the functionality of a *digital wallet* or cancellation of the service at any time.

## 13. Your Liability for Subsidiary Cardholder.

- 13.1 *You* will be liable for all transactions carried out by a *subsidiary cardholder* using a *digital wallet* even after *you* have cancelled access.
- 13.2 Use of a *digital wallet* by a *subsidiary cardholder* is governed by these *digital wallet terms* and the expression “*you*” when used in these terms applies to each *subsidiary cardholder* as well as to *you* where the context allows.
- 13.3 *You* must ensure that each *subsidiary cardholder* protects their *mobile device* and *passcode* and observes the security requirements in relation to *biometric markers* in the same way as these *digital wallet terms* require *you* to do so.
- 13.4 The *general account terms* of *your linked account* continue to apply in relation to *subsidiary cardholders* when they use a *digital wallet*.

## 14. Interpretation of General Account Terms.

- 14.1 In the *general account terms* which deal with liability for unauthorised transactions (as set out in the DPS Conditions of Use’):
  - (a) each reference to a ‘password’ or ‘PIN’ includes a reference to the *passcode* for *your mobile device*;
  - (b) each reference to a security requirement includes the requirement to keep the *passcode* for *your mobile device* secure as described in their terms; and
  - (c) each reference to a lost or stolen *card* includes a lost or stolen *mobile device*, with all necessary modification, notwithstanding that Defence Bank does not “issue” *your mobile device* to *you* (or the associated *passcode*).
- 14.2 Generally, but subject to protections under the ePayments Code described in the *general account terms*, *you* are liable for unauthorised transactions conducted using a *digital wallet*.

## 15. Daily Transaction Limits.

- 15.1 Currently a maximum of 20 *contactless payments* may be made each *day* on *your linked account*. We may change the maximum number of permitted daily *contactless payments* at any time and from time to time and are not required to notify *you* when we change the maximum number of permitted daily *contactless payments* that may be made. The current maximum number of permitted daily *contactless payments* can be viewed on our website at [defencebank.com.au](https://defencebank.com.au) The current daily transaction limits for *contactless payments* can be viewed on our website at [defencebank.com.au](https://defencebank.com.au) We may change daily transaction limits at any time and from time to time and are not required to notify *you* when we change the daily transaction limits.
- 15.2 In determining the maximum daily transaction limits on *your linked account* any *contactless payment* made by waving a *Visa card* instead of by using a *digital wallet* will be counted.
- 15.3 Where *you* use a *digital wallet* overseas the value of the payment made will be subject to a currency conversion in accordance with the *DPS Conditions of Use*.

## 16. Fees and charges.

- 16.1 Using a *digital wallet* on *your mobile device* will not incur any additional fees to those fees currently existing on *your linked account*.
- 16.2 Charges may be incurred from *your telecommunications service provider* or *your internet access service provider* for downloading and using a *digital wallet*.
- 16.3 Any such charges as described above are *your* sole responsibility.
- 16.4 *You* need to raise any issues *you* have relating to charges or matters arising with *your internet access service provider*, *your mobile device provider* or *your telecommunications service provider*.

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## 17. Liability and Indemnity.

- 17.1 We will not be responsible for any inability of *your mobile device* to access or use a *digital wallet* to make a *contactless payment* or for any loss or any damage to *your mobile device* resulting from *your* access or use or attempted access or use of a *digital wallet* and *you* should satisfy *yourself* as to these matters before attempting to access or use a *digital wallet*.
- 17.2 We will not be liable for any loss arising from *your* use of a *digital wallet* including loss arising from any security breach if *you* have:
- (a) acted fraudulently (either alone or together with any other person),
  - (b) installed applications on *your mobile device* other than those available from *your mobile device* provider or via the Defence Bank website, or
  - (c) caused or contributed to that loss for example by failing to comply with these *digital wallet terms* or the *general account terms*.

## 18. Data Collection and Privacy.

- 18.1 We may collect information relating to *your mobile device* and use of a *digital wallet* (including app version, device type and model, operating system and security information such as whether *your mobile device's* operating system has been compromised):
- (a) to ensure that *your card* properly functions using a *digital wallet*;
  - (b) for security purposes and to identify fraud;
  - (c) for us to better provide assistance to *you*; and
  - (d) to tell *you* about other products or services that may be of interest to *you*.
- 18.2 We may also exchange information with *your mobile device* provider and service providers:
- (a) to enable the use of the *card* with a *digital wallet* and to improve *digital wallet* functionality generally; and
  - (b) about persons involved in suspected security breaches or fraud.
- 18.3 If *you* do not want us to collect or disclose this information as described, *you* should not register a Defence Bank *card* for use in a *digital wallet*.
- 18.4 Defence Bank's Privacy Policy contains more general information about our collection and handling of *your* information.
- 18.5 Once a Defence Bank *card* is registered for use in a *digital wallet*, *your mobile device* provider may access *your* personal information regarding the use of that *card* through the *digital wallet* provided by *your mobile device* provider. That information includes details of transactions made using the *digital wallet* and information about *your linked account*, including amount of credit available. Please see the privacy policy of *your mobile device* provider which may be accessed either on the website of *your mobile device* provider or via a link on the Defence Bank website.

## 19. Definitions.

Expressions italicised in these *digital wallet terms* have the meanings set out below:

**Biometric marker** means a distinctive, measurable physiological characteristic which may be used to uniquely identify an individual, an example of which includes, but is not limited to a fingerprint.

**Card** means a Visa *card* issued under the auspices of Visa International that we have issued to *you* or a subsidiary *cardholder*, the use of which enables *you* or a *subsidiary cardholder* to access funds in *your linked account*.

**Cardholder** means an account holder who has been issued with a Visa *card*

**Contactless payment** means a transaction made by waving *your mobile device* in front of a *contactless payment terminal* or having *your mobile device* registered online with certain *participating merchants* and the expression "payment" has a corresponding meaning.

**Contactless payment terminal** means an electronic device through which a *contactless payment* can be made.

**Day** means a 24 hour period commencing at midnight Australian Eastern Standard Time.

**Digital wallet** means the *mobile device* payment and *digital wallet* service created by a *mobile device* provider that allows users to make *contactless payments* using certain *mobile devices* and *cards* registered on such *mobile devices*. A *mobile device* may allow more than one *digital wallet* to be registered on that device.

**Digital wallet terms** means the terms and conditions contained in this document.

**DPS Conditions of Use** means the Defence Bank Products and Services Conditions of Use.

**General account terms** of *your linked account* means the *DPS Conditions of Use*, any applicable credit contract and the Visa Credit Card Conditions of Use.

**Linked account** means a bank account or credit *card* account *you* hold with us where *you* may access the funds in that account using a Visa *card* and which may be registered for use in the *digital wallet* of *your mobile device* to make payments without the need to use *your* Visa *card*.

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**Mobile device** means a device such as a phone, a tablet, a watch or any other portable device where the *mobile device* provider provides *digital wallet* functionality as a feature of that device and which we determine is eligible for the registration of Defence Bank *cards* to be used in a *digital wallet* loaded onto that device.

**Participating merchant** means a retailer or any other provider of goods or services who provides a *contactless payment terminal* which allows *you* to make *contactless payments*.

**Passcode** means the alphabetical and/or numeric combination or unique pattern selected by *you* which enables *you* to unlock *your mobile device* and also to restrict others from the ability to have access to a *digital wallet* installed on *your mobile device*. There may be a *passcode* to unlock *your mobile device* and another *passcode* or *passcodes* to access the *digital wallet/s* registered on *your mobile device*.

**Subsidiary cardholder** has the same meaning as in the *DPS Conditions of Use*.

**Wave** means the process by which *you* make a contactless payment

**“you” and “your”** means the account holder of the *linked account* and, as the context requires, includes a *subsidiary cardholder*.

## 20. Our Contact Details.

For assistance in using a *digital wallet* installed on *your mobile device* please contact us on 1800 033 139 during business hours.

## 21. General.

We may amend these *digital wallet terms* at any time and from time to time. You consent to us notifying *you* of any changes electronically by text message or by email or by posting notice of the change on our website. The current terms will always be available for *you* to view on our website.

## 22. Communication via SMS or your Mobile Device.

Without limiting any other means of communicating with *you* under the *general account terms*, we may communicate with *you* by sending an SMS to *your mobile device*, 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.

## 23. Severability and Governing Law.

If any provision or part of a provision of these *digital wallet 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.

## 24. Trademarks.

Each *mobile device* provider and *digital wallet* provider is registered as the owner of various trademarks and designs in respect of the *digital wallet* services provided by them and generally. You acknowledge the proprietary interests that exist in each trademark and design and agree to observe all directions and restrictions in relation to use of or reference to such trademarks and registered designs of each *mobile device* provider, details of which can be accessed via the website of the relevant *mobile device* provider or *digital wallet* provider.