



# DIGITAL WALLET TERMS AND CONDITIONS

August 2021

G620 08/21



# CONTENTS

1.	Meaning of words	4
2.	Deposit Products Terms and Conditions	5
3.	General	6
4.	About Digital Wallet Services	7
5.	Use of your Visa Debit Card through a Digital Wallet Service	7
	Enrolling your Visa Debit Card	7
	Acceptable use of passcodes and Biometric Identifiers	8
	Lost, stolen or compromised devices	9
	Transaction History displayed in a Digital Wallet	10
	Fees & Charges for using Digital Wallet Services	10
	Notifications	10
	Modifying Eligible Devices	11
	Imposing Limits	11
	Removal or your Visa Debit Card from a Digital Wallet Service	11
6.	Authorisation to collect and share data	12
7.	Merchant relationships and disclaimers	13
8.	Changes to participation in a Digital Wallet Service and Terms and Conditions	14
9.	Intellectual Property	15
10.	Disclaimers of Warranty for Digital Wallet Services	15
11.	Representation and Warranty	17
12.	Severability	17

# 1. MEANING OF WORDS

**Account** means your BOQ transaction or savings account.

**Apple** means Apple Pty Limited ABN 46 002 510 054 and/or any of its affiliates.

**Apple Pay** means a Digital Wallet Service provided by Apple.

**Biometric Identifier** includes fingerprint, faceprint or similar biometric identifier.

**BOQ or we, our and us** are each a reference to Bank of Queensland Limited ABN 32 009 656 740 .

**Cardholder** means the holder of the Visa Debit Card added to the Digital Wallet Service on that holder's Eligible Device.

**Deposit Products Terms and Conditions** means the terms and conditions of your Account.

**Digital Wallet Services** means any of Apple Pay, Samsung Pay or Google Pay branded digital wallet and payment services as applicable to your Eligible Device.

**Eligible Device** means with respect to

- Apple Pay a compatible Apple iPhone, iPad, Apple Watch, MacBook or Mac;
- Samsung Pay a compatible wireless Samsung mobile device;
- Google Pay a device such as a smartphone, tablet or smartwatch using an Android operating system;

in each case which we determine eligible for the registration of your Visa Debit Card to be used for one or more of our Digital Wallet Services.

**Google** means Google LLC and/or any of its affiliates.

**Google Pay** means a Digital Wallet Service provided by Google.

**PIN** means your personal identification number used to verify your use of your Visa Debit Card.

**Samsung** means Samsung Electronics Australia Pty Ltd ACN 002 915 648 and/or any of its affiliates.

**Samsung Pay** means a Digital Wallet Service provided by Samsung.

**Terms and Conditions** means these terms and conditions issued by us and as amended from time to time. These Terms and Conditions set out the terms for accessing and using your Visa Debit Card through a Digital Wallet Service.

**Visa Debit Card** means a Visa Debit Card issued by us and linked to your Account.

**You** means the Cardholder.

## 2. DEPOSIT PRODUCTS TERMS AND CONDITIONS

This document forms part of the Deposit Products Terms and Conditions. Purchases you make with your Digital Wallet Service using your Visa Debit Card are governed by these Terms and Conditions, the Deposit Products Terms and Conditions, the Personal Banking Guide to Fees and Charges, the Personal Deposits – Interest Rates and Electronic Banking Terms and Conditions. Please review the Deposit Products Terms and Conditions, the Personal Banking Guide to Fees and Charges, the Personal Deposits – Interest Rates and Electronic Banking Terms and Conditions for important information on your rights and responsibilities when making purchases.

Where there is an inconsistency between these Terms and Conditions and the Deposit Products Terms and Conditions, these Terms and Conditions prevail.

These Terms and Conditions will only be available electronically for download through Online Banking or online at [boq.com.au](http://boq.com.au).

It's important to keep a copy of these Terms and Conditions.

### 3. GENERAL

These Terms and Conditions are an agreement between you and us that governs your access to and use of your Visa Debit Card through an eligible Digital Wallet Service. The term Digital Wallet Service includes the relevant branded Digital Wallet Service's payment functionality provided by Apple, Google and Samsung (as applicable), the Visa Debit Card provisioning functionality, and display of transaction history. We will determine, at our sole discretion, which cards may be eligible for use through a Digital Wallet Service and we reserve the right to decline any enrolment of a card to a Digital Wallet Service where we reasonably consider it necessary or prudent to do so, without the need to give you any reason.

Use of a Digital Wallet Service is at your discretion. You are not obliged to use Digital Wallet Service in connection with your Visa Debit Card.

By registering or using a Visa Debit Card to a Digital Wallet Service you agree to use your Visa Debit Card through that Digital Wallet Service in accordance with these Terms and Conditions. If you do not agree to these Terms and Conditions, then you must not register your Visa Debit Card to, or use your Visa Debit Card in connection with, a Digital Wallet Service.

You also acknowledge that your use of a Digital Wallet Service is subject to these terms and conditions, and as applicable, by

- Samsung with respect to the use of Samsung Pay;
- Apple with respect to the use of Apple Pay; or
- Google with respect to the use of Google Pay;

none of which will change or override these Terms and Conditions.



## 4. ABOUT DIGITAL WALLET SERVICES

The Digital Wallet Services we offer are available to Cardholders for the purposes of purchasing goods and services with an Eligible Device at

- near field communication (“NFC”) enabled merchants; and
- an online merchant (whether in-app or through website), who accepts relevant Digital Wallet Services as a form of payment.

Digital Wallet Services allow you to use your Eligible Device to access and use your Visa Debit Card to make such purchases in place of presenting or using your physical Visa Debit Card. Some terminals may require you to enter your Visa Debit Card PIN.

## 5. USE OF YOUR VISA DEBIT CARD THROUGH A DIGITAL WALLET SERVICE

### **Enrolling your Visa Debit Card**

To add your Visa Debit Card to a Digital Wallet Service, you must register your Visa Debit Card through the relevant Digital Wallet Service. Your enrolment will be declined if the Visa Debit Card is not eligible for this service, you failed the authentication process, or if your Visa Debit Card or underlying Account is not in good standing or conducted in a proper or satisfactory manner as determined by us at our absolute discretion, which we shall exercise reasonably. Your Visa Debit Card, in digital form stored on the Digital Wallet Service remains our property at all times.

## Acceptable use of passcodes and Biometric Identifiers

If the Visa Debit Card linked to your Account is registered for a Digital Wallet Service on an Eligible Device, you are responsible for ensuring that:

- only your Biometric Identifier is registered on the Eligible Device (and no other person's Biometric Identifier is registered);
- the digital wallet is not shared with anyone and is used only by you;
- you keep your passcode secure in the same way as a Cardholder would a banking password or PIN, including by:
  - o not sharing it with anyone,
  - o not carrying a record of it within an Eligible Device or with anything capable of being stolen along with an Eligible Device (unless a reasonable effort is made to protect the security of it);
  - o not choosing an easily guessable passcode such as your date of birth or a recognisable part of your name; and
  - o not acting with extreme carelessness in failing to protect the security of the passcode.
- you keep the Eligible 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);
- you must take all steps and prevent any fraud, loss or theft in respect of the Eligible Device or your Visa Debit Card in connection with the use of Digital Wallet Service; and
- you remove your Visa Debit Card from your Eligible Device before disposing of the Eligible Device.

If you:

- let any other person's Biometric Identifier be registered on the your Eligible Device;



- share your passcode with any other person; or
- register a Biometric Identifier on your Eligible Device in circumstances where you are aware that another person is or may be able to use their biometric information to access the Eligible Device,

you are taken to have authorised that person to transact on your Account using the relevant Digital Wallet Service. This means that any Digital Wallet Service transaction initiated by that person using the passcode or Biometric Identifier will be authorised by you, you will be responsible and liable for such transaction, and the Deposit Products Terms and Conditions which deal with unauthorised transactions will not apply. You understand and acknowledge that this can result in significant loss or liability to you.

## **Lost, stolen or compromised devices**

Please call BOQ's Contact Centre on 1300 55 72 72 within Australia or +61 7 3336 2420 if you are calling from outside Australia (24 hours a day, 7 days a week) if:

- your Eligible Device is lost or stolen, personal identification number or other passcode is compromised or used or your Visa Debit Card has been used through a Digital Wallet Service without your permission,
- your Eligible Device mobile service is suddenly disconnected without your permission (which may indicate your Eligible Device and/or your Visa Debit Card added to Digital Wallet Service has/have been subject to unauthorised use or access) ; or
- you suspect a security breach in relation to your Eligible Device or Digital Wallet Service or that an unauthorised person has used your passcode, Visa Debit Card PIN or your other credentials to access the Digital Wallet Service.

If you fail to notify us without delay, you may be liable for part or all of the losses in connection with any unauthorised use of your Visa Debit Card in connection with Digital Wallet Service as further set out in the Deposit Products Terms and Conditions.

## **Transaction History displayed in a Digital Wallet**

The transaction history displayed in a Digital Wallet Service in connection with the use of your Visa Debit Card in a Digital Wallet Service solely represents our authorisation of your Digital Wallet Service transaction using that particular Eligible Device. It does not reflect any post-authorisation activity, including but not limited to clearing, settlement, foreign currency exchange, reversals, returns or chargebacks.

Accordingly, the purchase amount, currency, and other details for your Digital Wallet Service transaction history in connection with use of your Visa Debit Card in a Digital Wallet Service may not match the transaction amount that is ultimately cleared, settled, and posted to your Visa Debit Card statement of account. If there is any inconsistency between your Visa Debit Card statement of account and transaction history displayed in Digital Wallet Service, your Account statement, subject to the correction of any error we reasonably determine to exist, shall prevail, and you will remain liable to us for the amounts set out on your statements.

## **Fees & Charges for using Digital Wallet Services**

We currently do not impose a fee for using your Visa Debit Card through a Digital Wallet Service but we reserve the right to impose a fee at our discretion in the future, subject to notifying you in accordance with section 8 of these Terms and Conditions.

All applicable interest, fees and charges that apply to your Visa Debit Card pursuant to the Deposit Products Terms and Conditions will continue to apply after you have registered your Visa Debit Card with a Digital Wallet Service.

Your telecommunications carrier or provider may impose web-enablement, data usage or text messaging fees or other charges for your use of Digital Wallet Service. You are responsible for payment of all fees and charges imposed by your telecommunications carrier or provider.

## **Notifications**

As a condition of using your Visa Debit Card in connection with Digital Wallet Service, you acknowledge and consent to us sending notifications and/or text messages to the

registered Eligible Device which may or may not be the same device as your mobile phone number on record with us. If at any time you revoke this consent, we may suspend or cancel your ability to use your Visa Debit Card in connection with Digital Wallet Service.

## **Modifying Eligible Devices**

Devices modified contrary to the software or hardware guidelines of a manufacturer, including by disabling hardware or software controls, (commonly referred to as “jail breaking”), are not Eligible Devices. You acknowledge and agree that the use of a modified device to use your Visa Debit Card in connection with Digital Wallet Service is expressly prohibited, constitutes a violation of these Terms and Conditions, and is grounds for us to deny your access to your Visa Debit Card through our Digital Wallet Services and we will not accept any liability for any losses that you may incur as a result of us denying you access to your Visa Debit Card through our Digital Wallet Services in these circumstances.

We have the right to suspend or cancel your ability to use your Visa Debit Card in connection with our Digital Wallet Services at any time we consider it reasonably necessary or prudent to do so and need not give you any prior notice or reason for doing so.

## **Imposing Limits**

We may impose a limit on any daily and/or individual transaction amount(s) charged to your Visa debit Card through a Digital Wallet Service. The limit will be such amount(s) as determined by us and notified to you from time to time.

## **Removal of your Visa Debit Card from a Digital Wallet Service**

If you no longer wish to use your Visa Debit Card through a Digital Wallet Service, you can remove your Visa Debit Card from the relevant Digital Wallet Service by following the instructions from that Digital Wallet Service.

Removal of your Visa Debit Card from Digital Wallet Service will not terminate your Visa Debit Card in its plastic card form unless you also choose to terminate the plastic card form in accordance with the Deposit Products Terms and Conditions.

## 6. AUTHORISATION TO COLLECT AND SHARE DATA

You acknowledge that

- the relevant provider of Digital Wallet Service technology that supports your Visa Debit Card in Digital Wallet Service, as well as its sub-contractors, agents, and affiliates, and
- VISA Worldwide Pte Limited and its affiliates as well as sub-contractors, agents, and affiliates of such payment networks,

will have access to certain details of your transactions made with merchants via use of your Visa Debit Card through the Digital Wallet Service.

The purpose of sharing such data sharing is to

- perform obligations under this Digital Wallet Service arrangement;
- provide you with relevant transaction data;
- detect and address fraud;
- comply with applicable laws and regulations;
- respond to inquiries made pursuant to court orders or by regulators;
- manage, make product enhancement to, and/or promote the use of the relevant Digital Wallet Service; and
- create business and/or technical performance reporting.

You acknowledge that the use, storage and disclosure of any

personal information provided by you directly to the Digital Wallet Service provider, the VISA payment network, or other third parties supporting the relevant Digital Wallet Service, will be governed by the privacy policy of each relevant party.

## 7. MERCHANT RELATIONSHIPS AND DISCLAIMERS

From time to time, merchants may present to you certain discounts, rebates or other benefits (e.g. free shipping) (“Offers”) if payment is effected through a Digital Wallet Service. Such Offers are subject to certain terms and conditions between you and the relevant merchant, and may be subject to change at any time without notice to you. We will not be liable for any loss or damage as a result of any interaction between you and a merchant with respect to such Offers.

Subject to applicable law and the Deposit Products Terms and Conditions, all matters, including delivery of goods and services, returns, and warranties, are solely between you and the applicable merchants. We are not responsible for the goods and services you acquire through the use of a Digital Wallet Service. You acknowledge and accept that all complaints about these goods and services must be addressed to the supplier or merchants of those goods or services.

We do not endorse or recommend the merchants or their products and services that are accessible through a Digital Wallet Service or the Offers that they provide.

This liability clause 7 is subject to your rights under the Australian Consumer Law and nothing in these Terms and Conditions is intended to limit any rights you may have under the Competition and Consumer Act 2010 (Cth).

## 8. CHANGES TO PARTICIPATION IN A DIGITAL WALLET SERVICE AND TERMS AND CONDITIONS

Subject to applicable laws and regulations, at any time where we reasonably consider it appropriate or necessary to do so we may

- terminate your use of your Visa Debit Card in connection with a Digital Wallet Service;
- modify or suspend the type or dollar amounts of transactions allowed using your Visa Debit Card in connection with a Digital Wallet Service;
- change the eligibility of a Visa Debit Card for use with a Digital Wallet Service; and/or
- change the Visa Debit Card authentication process.

If we have cancelled or suspended your Visa Debit Card in accordance with the Deposit Products Terms and Conditions, you will not be allowed to use it through your Eligible Device. Please note that this is the case even though you may still see a symbol for the Visa Debit Card on your Eligible Device.

We can change these terms by giving you notice as set out below. Any changes will not increase your liability for transactions already conducted using your Visa Debit Card in a Digital Wallet Service.

We may make changes to these Terms and Conditions as required to immediately restore or maintain the security of a system or individual facility without prior notice. We will notify you of such changes as soon as practicable.

Otherwise, we will give you 30 days' prior written notice of any changes which:

- impose or increase our charges relating solely to the use of your Visa Debit Card in a Digital Wallet Service;

- increase your liability for losses relating to transactions conducted using your Visa Debit Card in a Digital Wallet Service; or
- impose, remove or change a daily transaction limit or other periodical transaction limit applying to the use of your Visa Debit Card in a Digital Wallet Service.

We may make any other changes to the terms applying to the use of your Visa Debit Card in a Digital Wallet Service by notifying you before the change takes place. We will notify you of changes electronically via Online Banking or on our website, in writing, advertising in a national newspaper, or another manner allowed by law.

## 9. INTELLECTUAL PROPERTY

All intellectual property rights including all patents, trade secrets, copyrights, trademarks and moral rights in a Digital Wallet Service (including text, graphics, software, photographs and other images, videos, sound, trademarks and logos) are owned either by Apple, Google, Samsung, us, our licensors, or third parties.

Nothing in these Terms and Conditions gives you any rights in respect of any intellectual property owned by Apple, Google, Samsung, us, our licensors, or third parties and you acknowledge that you do not acquire any ownership rights by adding your Visa Debit Card to, or using your Visa Debit Card in connection with, a Digital Wallet Service.

## 10. DISCLAIMERS OF WARRANTY FOR DIGITAL WALLET SERVICES

Digital Wallet Services are provided by Apple, Google, or Samsung (as applicable). You acknowledge and agree that from time to time, your use of your Visa Debit Card in connection with a relevant Digital Wallet Service may be delayed, interrupted or disrupted for an unknown period



of time for reasons we cannot control. Neither we nor our affiliates will be liable for any claim arising from or related to your use of your Visa Debit Card through a Digital Wallet Service due to a delay, interruption, disruption or similar failure that is beyond our reasonable control.

You acknowledge that we are not party to the terms and conditions for a Digital Wallet Service between you and Apple, Google, or Samsung (as applicable), and we do not own and are not responsible for the relevant Digital Wallet Service.

We do not provide any warranty in respect of a Digital Wallet Service. We are not responsible for performance, maintenance or other support services for a Digital Wallet Service and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to a Digital Wallet Service, including, without limitation, any third party product liability claims, claims that a Digital Wallet Service fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement unless arising directly from our mistake, negligence, fraud or willful misconduct (including those of our employees, officer, agents and contractors). Any inquiries or complaints relating to the use of a Digital Wallet Service, including those pertaining to Intellectual Property Rights, must be directed to Apple, Google, or Samsung (as applicable).

We do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your Eligible Device. You are responsible for the selection of an Eligible Device and for all issues relating to the operation, performance and costs associated with such Eligible Device.

## 11. REPRESENTATION AND WARRANTY

You represent and warrant to us that:

- to the extent you identified a name at registration, the name identified by you when you registered your Visa Debit Card to be added to Digital Wallet Service is your name;
- your Visa Debit Card you add to Digital Wallet Service is your Visa Debit Card;
- you and all transactions initiated by you or using your Visa Debit Card added to a Digital Wallet Service will comply with all laws, rules, and regulations applicable to you, including any applicable tax laws and regulations;
- you have the authority to authorise the receipt of notices, calls and text messages from us at the phone number you provide;
- you will not use your Visa Debit Card through Digital Wallet Service for any fraudulent undertaking or in any manner so as to interfere with the operation of Digital Wallet Service;
- you will not permit any use of your Visa Debit Card through Digital Wallet Service by any third party; and
- your use of your Visa Debit Card in connection with Digital Wallet Service will comply with these Terms and Conditions.

## 12. SEVERABILITY

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.

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

**BOQ**   
**GROUP**

[boq.com.au](http://boq.com.au)