



Mobile App Terms of Use

February 2021

Notice

Please read these Terms of Use carefully. By accessing this app, you agree to be bound by the terms set out herein. If you do not agree to the Terms of Use, do not access this app and delete or uninstall it from your mobile device.

About this App

This app is provided by Virgin Money Australia, a division of Bank of Queensland Limited ABN 32 009 656 740 AFSL 244616 ("**Virgin Money**", "**we**", "**us**", "**our**"). The app is free to download, however, your mobile network provider charges you for accessing data on your phone. Our app is available for compatible smartphones running on iOS or Android operating systems. You should only use an operating system that is up to date. If we release a new version or update to our app, we may require you to download or update the new version to continue to access and use our app.

You may access your accounts through the app which must be registered with us. If you require to install our app on a different device, please contact us on 13 81 51.

If your device is lost or stolen, your biometric data of your fingerprint, face, or iris on your smartphone, or other passcode is compromised, you must notify us immediately on 13 81 51.

About Our Products and Services

You may be able to access information about our products and services via our app. Information provided in relation to our products is of general nature only and does not take into account your personal financial situation, needs or objectives. As we don't know your financial needs, we can't advise whether the products, including this app, will suit you and prior to making any decision you should obtain and consider the relevant terms and conditions of each product and, if necessary, obtain your own advice before making any decision about whether to acquire or continue to hold it.

Virgin Money Transaction and Savings Accounts

Virgin Money's transaction and savings accounts accessed within this app are issued by Bank of Queensland Limited ABN 32 009 656 740 AFSL 244616 ("**BOQ**").

Virgin Money Credit Cards

Virgin Money (Australia) Pty Limited ABN 75 103 478 897, a wholly-owned but non-guaranteed subsidiary of BOQ, distributes the Virgin Money Credit Cards ("**Credit Cards**") as credit representative of BOQ. Citigroup Pty Ltd ABN 88 004 325 080 AFSL/Australian credit licence 238098 ("**Citibank**") is the credit provider and issuer of the Credit Cards. BOQ does not and will not guarantee or otherwise support Citibank's obligations under the contracts or agreements connected with the Credit Cards.

Virgin Money Rewards Program

Virgin Money is the issuer of the Virgin Money Rewards Program. Partner offers, hotel bookings, and eVoucher redemptions available through Virgin Money's Rewards Hub are provided and administered by Ascenda Australia Pty Ltd (ACN: 639 682 063) and its affiliates ("**Ascenda**") and are subject to the [Ascenda Terms and Conditions](#).

Additional terms

The financial products or services offered or available through this app are subject to separate terms and conditions. In the event of any inconsistency between these Terms of Use and the financial product or service related terms and conditions, the financial product or service related terms and conditions will prevail with respect to your financial product and service and will apply to you to the extent of such inconsistency.

Certain sections or pages in this app may also contain separate terms and conditions, which are in addition to these terms of use. In the event of a conflict, the additional terms and conditions will govern those sections, pages or offers.

Privacy

Your personal information that we collect, store or use in order to provide the services you can access through the use of this app will be managed in accordance with the privacy policies of Virgin Money, Citibank (with respect to Credit Cards only) and Ascenda (with respect to Bookings, Hotel Bookings, and eVoucher redemptions in the Rewards Hub, which is accessible via the app). These policies set out how each of Virgin Money, Citibank and Ascenda collect, use, disclose and access your personal information. These policies also contain information about how you may contact each of these entities, make a complaint, access your personal information or correct the personal information they hold about you.

Virgin Money's privacy policy may be accessed [here](#)

Citibank's privacy policy may be accessed [here](#)

Ascenda's privacy policy may be accessed [here](#)

Acceptable Use of this App

You must not use this app to engage in conduct that, in our reasonable opinion:

- is unlawful;
- is defamatory, harassing or threatening to any person;
- promotes or encourages physical or mental harm of any person;
- promotes violence against any person;
- threatens or promotes terrorism;
- is used to send spam or otherwise duplicative or unsolicited messages;
- is used to distribute malware;
- is used to send or store infringing, obscene, threatening, libelous, or otherwise unlawful or tortious material, including material harmful to children or which violates the privacy rights of individuals;

- interferes with or disrupts the integrity or performance of all or part of the app or the data contained herein; or
- gains or attempts to gain unauthorised access to all or parts of the app or its related systems or networks.

(“Acceptable Use policy”)

If, in our reasonable opinion, we consider that you have failed or are likely to fail to comply with our Acceptable Use policy, we may without notice and immediately or at any time:

- refuse to process or complete any transaction or dealing of yours; and/or
- suspend or discontinue your access to this app.

Links to third parties

This app contains links to websites controlled or offered by third parties (non-affiliates of Virgin Money). Virgin Money is not responsible for and disclaims liability for, any information, materials, products or services posted or offered at any of these third party websites linked to this app. By creating a link to such third party website, Virgin Money does not endorse or recommend any products or services offered or information or material contained at that website. 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. Such third parties may have a privacy policy different from that of Virgin Money and the third party websites may provide less security than this app.

Using Fingerprint, Face or Iris recognition technology

If you are using a smartphone that uses fingerprint, facial recognition, or similar biometric identifiers (“**Biometric Identifier**”) in order to authenticate you, you can enable this technology for our app. Enabling this technology for our app means that you can access the app using your biometric features instead of using your PIN or secret answers as an

additional measure. We may still prompt you to enter your PIN or secret answers as an additional security measure.

You must not enable this technology using Biometric Identifiers to access our app if you have someone else's Biometric Identifiers stored on your device. You must disable biometric recognition technology for use in connection with our app prior to allowing any other person to store their Biometric Identifier on your device.

If you:

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

you are taken to have authorised that person to transact on your account. This means that any 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 Virgin Money Deposit Account Terms and Conditions (with respect to deposit accounts) or Citibank's Credit Card 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.

Despite us allowing you to enable this biometric authentication technology for use in connection with our app, we are not responsible for any malfunction of that technology, or if the hardware provider of your device makes changes to the technology that impacts the way you access our app.

You will still be able to access our app using your PIN or access code and you must continue to protect your PIN or access code as outlined below under 'Securing your account'.

Securing your account

You must not

- use a device that is not your own and is not secured to download and access the app;
- voluntarily provide your PIN, access code, or security information to anyone. This includes family members, accountants, financial planners or anyone else you consider should be authorised to access your account details;
- select a PIN or access code that is easy for another person to guess, observe or deduce. For example, your PIN or access code must not be repeated, ascending or descending numbers or representation of your date of birth or recognisable part of your name;
- provide security questions and answers that other people will be able to know. It is important that only you are able to provide this information; or
- write down, record or store your PIN, access code, or any of your security questions and answers anywhere including on your device.

Keeping your mobile device secure

Virgin Money requires you to take appropriate measures to appropriately secure your mobile device and any information stored on it, including

- Setting your mobile device to lock after a short period of non-use;
- Using a strong, secret PIN/passcode and/or fingerprint, facial or iris detection;
- Signing out of websites when you have finished browsing; and
- Using Apple's Find My or other device managers for Android, to help locate your phone and wipe the data where you suspect your device may be lost or stolen.

Use of Apps

You should

- only install apps from official stores, such as Apple's App Store or Google Play (for Android phone or tablet).
- check the name of the publisher before downloading an app.
- avoid installing apps from links received in an email, social media post, text message or a web page that you don't recognise and you should download an app only by going to the relevant store and download it from there.

Rooting and jailbreaking

You are not permitted to use this app on mobile devices on which hardware restrictions were removed (commonly referred to as rooting on Android and jailbreaking on Apple).

Up to date contact details

You need to ensure we have your most current contact information so we can contact you if we notice unusual activity. If you change your number or lose your phone, let us know.

Notifications and using your location data

We may send notifications via push notification service, other reminder mechanisms or via SMS. Push notifications require you to enable this on your mobile phone.

If you provide us with permission, to use your device's location information, we will log this location information for security purposes and to enable other functionality within our app, where such location information is required (e.g. to provide you with information on offers of nearby partners).

Suspension or termination

We can suspend or terminate access to our app, or not process a transaction without notice, if in our reasonable opinion

- you are using our app in connection with unlawful means, including fraudulent conduct, or in any way that might cause you or us to lose money;
- we consider to do so is reasonably necessary to comply with laws in Australia or overseas, card scheme rules or manage regulatory risks (including money laundering or sanctions risks); or
- you gain or attempt to gain unauthorised entry into Virgin Money's, Citibank's or Ascenda's systems, you misuse passwords, or you misuse any information or material posted within the app.

We may also, at our discretion, suspend or terminate the provision of this app, provided we act fairly and reasonably towards you in a consistent manner. In doing so we will consider your conduct, our conduct and the accounts, products and/or services which are being used.

If we exercise our rights under this clause, we will be under no liability to you and you must pay any of our losses, costs or expenses that we reasonably incur in relation to any action taken under this clause.

Changes to these Terms of Use

We may change these Terms of Use at any time. We will notify you of any material changes by electronic notice to you via your device or the App Store. We may require you to confirm your acceptance to changes in order to continue to use the app.

Use of financial management software

Virgin Money and Citibank do not endorse the use of cloud based financial management software providers and you must not disclose any login details related to your Credit Card to such providers. Virgin Money and Citibank advise that it does not accept liability for any losses arising as a consequence of your use of such services except to the extent directly caused by our mistake, negligence, fraud or willful misconduct.

Intellectual Property

Copyright in this app, and in the information and material in it, and in their arrangement ("**Material**"), is owned by Virgin Money or its related bodies corporate unless otherwise indicated. You may download a single copy of the Material and where necessary for reference purposes, keep a temporary copy in your device's cache and make a single hard copy of the Material. You may make such other use of the Material as is otherwise expressly authorised on this app. Unauthorised use of the Material may violate copyright laws.

We grant you a personal, non-exclusive, non-transferable, limited and revocable license to use our app for personal use on a compatible device that is owned by you or your employer. Any use of our app (in whole or in part) in any other manner is prohibited.

You do not have any right, title or interest in or to any proprietary rights relating to Virgin Money or the information contained in the app and you will not reproduce information obtained by using our except where such reproduction is for your own personal non-commercial use in accordance with these Terms of Use. Specifically, you are not permitted to license, sub-license, sell, resell, rent, lease, transfer, assign, distribute, time share or otherwise commercially exploit or make all or any part of this application available to any third party.

Trademarks

Virgin Money® is a trademark of Virgin Enterprises Limited, a company registered in England, having registration number 01073929 and used by Bank of Queensland Limited and Virgin Money (Australia) Pty Limited under licence. Nothing displayed in the app should be interpreted as granting any rights to use or distribute any names, logos, trademarks or service marks without the express written agreement of Virgin Money.

- Apple and Apple Pay are trademarks of Apple Inc., registered in the U.S. and other countries.
- BPay and OSKO are trademarks of BPAY Pty Ltd
- Google Pay is a trademark of Google LLC
- Pay ID is a trademark of NPP Australia Limited
- Samsung Pay is a trademark of Samsung Electronics Co., Ltd
- VISA is a trademark of VISA Worldwide Pte

Use of the Material

The Material and the terms, conditions, and descriptions that appear on this app, are subject to change. Unauthorised use of Virgin Money's or Citibank's websites and systems including but not limited to unauthorised entry into Virgin Money's or Citibank's systems, misuse of passwords, or misuse of any information or material posted on a website is strictly prohibited. Virgin Money may terminate this agreement and/or your access to the app at any time without notice where we reasonably suspect that you have breached these Terms of Use. Your eligibility for particular products and services is subject to final determination by Virgin Money or Citibank (as applicable) and/or its affiliates.

Availability outside Australia

This app is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation. It is your responsibility to comply with the laws of any country in which you are using the app.

No warranty

The Material, including text, graphics, links or other items on this app, are provided “as is”, “as available”. Virgin Money does not warrant the accuracy, adequacy or completeness of the Material and to the extent permitted by law expressly disclaims liability for errors or omissions in the Material. Except for warranties which cannot be excluded at law, no warranty of any kind, implied, express or statutory including but not limited to the warranties of non-infringement of third party rights, title and freedom from computer virus, is given in conjunction with this app, and the Material.

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

Limitation of liability

To the extent permitted by law and subject to your rights under the ePayments Code and the terms and conditions of your Virgin Money transaction or savings account, Virgin Money will not be liable for any loss including without limitation, direct or indirect, special, incidental, or consequential damages, losses or expenses (excluding any mistake, negligence, fraud or wilful misconduct of Virgin Money, its agents, contractors, officers or employees), arising from or in connection with:

- any access, use, or the inability to access or use, or any reliance on, the app (including the Virgin Money Rewards Hub);

- any third party content, products, services and/or any information available;
- any system, server or connection failure, error, omission, interruption, delay in transmission, undeliverable messages, problem with your computer (or such other access or electronic device including but not limited to cellular telephones, smart phones and personal digital assistants), computer virus or other malicious, destructive or corrupting code, agent program or macros that is beyond our reasonable control;
- any use of or access to any other website or webpage provided through the app not controlled or provided by Virgin Money;
- any third party services, products, information, data, or other material obtained or downloaded through the app or from any other website or webpage provided through the app or from any other party referred through the app, or through the use of the app;
- your misuse of the app (including the Virgin Money Rewards Hub); or
- the unauthorised access by third parties to any of your information that is stored by Virgin Money, Citibank and/or Ascenda (as applicable) and/or provided by you in the course of your access and use of the app (including the Virgin Money Rewards Hub) where that unauthorised access is due to your breach of these Terms of Use or negligence;

Where Virgin Money has liability to you for breaches of any terms implied by law, liability is limited to (at Virgin Money's election):

- resupply of the services, or payment of the cost of having services re-supplied; and
- repair or replacement of the goods, or payment of the cost of repairing or replacing the relevant goods.

This liability clause is subject to your rights under the Australian Consumer Law and nothing in these conditions of use is intended to limit any rights you may have under the Competition and Consumer Act 2010 (Cth) or the Australian Securities and Investment Commission Act 2001 (Cth).

Indemnity

You must reimburse and indemnify us against and in respect of any loss, expense, damage, claim or demand suffered or reasonably incurred as a result of you breaching these Terms of Use except to the extent that the loss, expense, damage, claim or demand arises from Virgin Money's mistake, fraud, negligence, or willful misconduct (including those of its employees, officer, agents and contractors).

Severability

If any provision or part of these Terms of Use is deemed invalid or unenforceable, the provision is severed from these Terms of Use without affecting the validity or enforceability of the remaining provisions or parts of these Terms of Use, which will remain in full force and effect.

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