

# VMA Samsung Pay Terms and Conditions

Virgin Money Australia ("VMA"), a division of Bank of Queensland Limited ABN 32 009 656 740, Australian Credit Licence 244616 ("BOQ"), promotes and distributes the Virgin Money Credit Cards ("Credit Cards"). National Australia Bank Limited ABN 12 004 044 937 Australian Credit Licence 230686 ("NAB") is the credit provider and issuer of the Credit Cards. Our/us/we/ The Virgin Money Credit Cards Team means NAB unless the context otherwise requires it. BOQ does not and will not guarantee or otherwise support NAB's obligations under the contracts or agreements connected with the Credit Cards.

These terms and conditions ("Terms and Conditions") are an agreement between you and National Australia Bank Limited that governs your access to and use of your eligible VMA Credit Card ("Credit Card(s)", "Card" or "Cards") linked to accounts ("Accounts") domiciled in Australia through Samsung Pay.

The term "Samsung Pay" includes the Samsung Pay branded payment functionality, the Card provisioning functionality, and display of transaction history. We will determine which Card product may be eligible for use through Samsung Pay.

Please review these Terms and Conditions before you decide whether to accept them and continue with the enrolment of your cards to Samsung Pay. By registering or using your Card through Samsung Pay you agree to access and use your Card through Samsung Pay in accordance with these Terms and Conditions. If you do not agree to these Terms and Conditions, then you must not register your Card to, or use your Card in connection with, Samsung Pay. Use of Samsung Pay is at your discretion. You are not obliged to use Samsung Pay in connection with any of your Cards.

Your use of Samsung Pay to purchase goods and services with your Card is also governed by the applicable VMA Credit Card Terms and Conditions ("Account Terms and Conditions") and Other Important Information that relates to your Card. Your use of Samsung Pay is subject to the terms and conditions set forth by Samsung Electronics Co, Ltd with respect to the use of Samsung Pay, which will not change or override these Terms and Conditions.

## Exercising our discretion and rights

We will exercise our rights and discretions that we have under these Terms and Conditions fairly and reasonably in the same way that we exercise our rights and discretions under the Account Terms and Conditions.

## Eligibility/enrolment

### About Samsung Pay

Samsung Pay is available to cardholders for the purposes of purchasing goods and services with a compatible Samsung mobile device and Samsung Gear device ("Eligible Device") at:

- 1) near field communication ("NFC") enabled merchants; and
- 2) an online merchant (whether in-app or through website), who accepts Samsung Pay as a form of payment.

Samsung Pay allows you to use your Eligible Device to access and use your Cards to make such purchases in place of presenting or using your physical Card. To add your Card to Samsung Pay, you must register your Card through Samsung Pay. You may be required to take additional steps to authenticate yourself before your Card is added to Samsung Pay, including providing the correct Online Authorisation Code ("OAC") which will be sent to you by us via SMS on your registered mobile number with us ("Additional Authentication"). Due to the manner in which Samsung Pay operates, you may need to present your Eligible Device at a merchant when you return an item purchased using Samsung Pay on such Eligible Device.

Devices modified contrary to the software or hardware guidelines of a manufacturer, including by disabling hardware or software controls (sometimes referred to as jailbreaking), are not Eligible Devices. You acknowledge and agree that the use of a modified device to use your Card in connection with Samsung Pay is expressly prohibited and is grounds for us to deny your access to your Cards through Samsung Pay. You must promptly notify us if the device you enrolled to Samsung Pay is no longer an Eligible Device, for example because it has been jailbroken.

We have the discretion to approve or reject the addition of any Card to Samsung Pay and need not give you any reason for our approval or rejection. Your enrolment will be declined if the Card is not eligible for this service, you failed the authentication process, or if your Card or underlying Account is not in good standing or conducted in a proper or satisfactory manner as determined by us at our discretion, acting reasonably. For example, your enrolment may be declined where there is an unremedied default relating to the underlying Account, where we consider we need to do so to prevent the risk of fraud, or your underlying Account has been suspended or closed. Samsung Pay may limit the number of Cards that you may store in one Eligible Device, including phone, tablet, wearable device, from time to time which we cannot control. We may, however, limit the number of Eligible Devices in which the same Card can be stored to manage any risk.

## **Your use of Cards through Samsung Pay**

You must keep your Eligible Device safe (including ensuring that the device is not modified contrary to the software or hardware guidelines of the manufacturer) and ensure that where your passcode or personal identification number is required to allow you to use your Eligible Device to access and use your Cards to make purchases through Samsung Pay, your passcode or personal identification number is not disclosed to any one and you must take all reasonable steps to prevent any fraud, loss or theft in respect of the Eligible Device.

If biometric details may be used to identify you or be used to grant access to the Eligible Device to access and use your Cards, you must not save a third party's biometrics such as fingerprint ("biometric information") on the Eligible Device. In the event a third party's biometrics are saved on your Eligible Device, whether now or in the future, and such biometric details can be used to grant access to the Eligible Device to access and use your Cards, you acknowledge that such person, using his or her biometrics, will be able to access and use your Cards and make Purchases with Samsung Pay using your Cards, and the relevant transactions will be charged to the underlying Account.

If you enroll using personal identification number or passcode on Samsung Pay, the collection, storage, enrolment and access to Samsung Pay using your personal identification number or passcode will be made using the technology on your Eligible Device. Accordingly, when you log into Samsung Pay and choose to be verified using the technology on your Eligible Device, your personal identification number or passcode will be matched and verified against your Eligible Device's technology. Your use of Samsung Pay is at your discretion. You are not obliged to use Samsung Pay in connection with any of your Cards.

You agree and acknowledge that the transaction history displayed in Samsung Pay in connection with use of your Card in Samsung Pay represents our authorisation of your Samsung Pay transaction using that particular Eligible Device and 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 Samsung Pay transaction history in connection with use of your Card in Samsung Pay may not match the transaction amount that is ultimately cleared, settled, and posted to your Card statement. If there is any inconsistency between your Card statement and transaction history displayed in Samsung Pay, your Card statement shall prevail.

## How we will contact you

As a condition of using your Card in connection with Samsung Pay, you acknowledge and consent to us sending notifications to you. If at any time you revoke this consent, we may suspend or cancel your ability to use your Cards in connection with Samsung Pay (for example, we may do so where we reasonably believe that such action is necessary to prevent a fraud affecting any person or to prevent you or us from any loss).

## Privacy

- We use your information in accordance with the VMA privacy notice (which includes a link to the NAB Privacy Policy and the VMA Privacy Policy). You can view the VMA privacy notice at: <https://virginmoney.com.au/help/privacy-and-security>
- We will exchange personal information with Samsung and relevant card scheme networks for purposes related to the secure provision of Samsung Pay including fraud prevention, detection, identity and transaction authentication.
- We may also exchange information with Samsung and the relevant card scheme networks related to the set up, use and administration of Samsung Pay, including to update them with your new Card information.
- For Samsung's privacy policy visit <https://www.samsung.com/au/info/privacy.html>

## Merchant relationships and disclaimers

Merchants may present to you certain discounts, rebates or other benefits (e.g. free shipping) ("Offers") if payment is made through Samsung Pay. Such Offers are subject to certain terms and conditions between you and the relevant merchant, and may 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 Account Terms and Conditions, all matters, including delivery of goods and services, returns, and warranties, are solely between you and the applicable merchants. You acknowledge that we do not endorse or warrant the merchants that are accessible through Samsung Pay or the Offers that they provide.

## Changes to these Terms and Conditions

We may revise these Terms and Conditions at any time. Any changes will not increase your liability for transactions already conducted using your Card(s) in Samsung Pay.

We may make changes to these Terms and Conditions as required to promptly 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.

We may make any other changes to the terms applying to the use of your Card in Samsung Pay. We will notify you of these changes electronically (including publishing on our website) or by advertisement or other appropriate method before the change takes place.

## Security and your liability

If you share your passcode or PIN with any other person or allow another person's biometric information to be saved on your device, you are taken to have authorised that person to transact on your account using Samsung Pay. This may mean that the account holder is liable for all transactions initiated by that person. You acknowledge that this can result in significant loss or liability to the account holder.

If you register your Card with Samsung Pay, you are responsible for ensuring that:

- i) The Samsung Pay wallet is not shared with anyone and is used only by you;
- ii) You keep the passcode for the Eligible Device in the same way as you would safekeep a banking password or PIN secure, including by:
  - a. not sharing it with anyone;
  - b. not carrying a record of it with an Eligible Device or anything liable to be stolen with an Eligible Device (unless a reasonable effort is made to protect the security of it);
  - c. not choosing a passcode that can be guessed easily, such as your date of birth or an alphabetical passcode that is a recognisable part of your name; and
  - d. not failing to protect the security of the passcode;
- iii) You keep the Eligible Device safe and secure (including by locking it when not in use or when it is unattended to the extent that is reasonable and by installing up-to-date anti-virus software on it e.g. by ensuring that you update the operating system of your device when recommended by the manufacturer including to protect your device);
- iv) You remove any Cards from the Eligible Device before disposing of the Eligible Device; and
- v) No other person saves their biometric information, such as their fingerprint, on your Eligible Device if the biometric information can be used to grant access to your device and use your Cards.

If your Eligible Device is lost, stolen or misused or you believe someone whom you have not authorised (including someone whom you were induced by fraud to authorise) has access to your Eligible Device and knows your passcode, you should immediately remove your Card(s) from Samsung Pay.

You should immediately notify us if your eligible device mobile service is suddenly disconnected without your permission (which may indicate your Eligible Device and/or your Card(s) added to Samsung Pay has/have been subject to unauthorised use or access).

## Removal of your Cards from Samsung

You can find instructions on how to remove your Card from Samsung Pay, at [Remove a payment card from Samsung Wallet](#). Removing your card from Samsung Pay will not affect your ability to use your Card other than through Samsung Pay.

At any time, you can remove or suspend your Card from Samsung Pay by contacting us.

## Severability

If law makes a term of the contract illegal, void or unenforceable, we both agree that the term remains, but will be read down so that this doesn't occur. If this can't be done, you and we agree that only the affected term is to be excluded and the rest of the contract should not be affected.

## Governing law

These conditions are to be interpreted in accordance with Australian laws. You agree to use only Australian courts, tribunals or other dispute resolution bodies if there is a dispute relating to these conditions. Samsung and Samsung Pay are trademarks or registered trademarks of Samsung Electronics Co., Ltd.