

TSB Google Pay Conditions of Use

Effective 1 March 2022



Google Pay is a way to use money in your accounts. These TSB Google Pay conditions of use, and the TSB conditions of use for your eligible card, determine how you use your eligible card with Google Pay. Read these TSB Google Pay conditions of use carefully and ask us if you have questions.

These conditions of use only apply to Google Pay

The terms of Google Pay are separate from the terms for your accounts and eligible cards.

These conditions of use do not apply to TSB Visa cards, which have their own conditions of use.

Other conditions of use do not apply to Google Pay

Our General Banking Information, which covers other TSB digital and mobile conditions of use, is not part of these Google Pay terms.

Your eligible card may have features with their own terms and conditions. In that case, we will tell you about these and where to find out more.

1. Read this first — keeping your Android device secure

You use Google Pay with an Android device. When Google Pay is activated, anyone with access to your device can make payments using any cards loaded onto Google Pay. Some Google Pay transactions can be completed even when your device is locked.

Read these important rules before you use your device to make contactless Google Pay payments with your eligible card.

1. Do not give or lend your device to anyone else.
2. Keep your device in your sight when using it, where possible.
3. Do not leave your device in an unattended wallet, purse, vehicle, or anywhere else it could be stolen.
4. Protect your PIN and screen unlock code at all times.
5. Do not tell anyone your PIN or screen unlock code — including merchants, the police, our staff, your family or while communicating on the internet. Even if our staff or police are carrying out an investigation, they will not need your PIN or screen unlock code.
6. Do not write down your PIN or screen unlock code anywhere.
7. Make sure no one can see you enter your PIN at terminals or screen unlock code on your device.
8. Use a screen lock on any device that has an eligible card loaded on it through Google Pay.
9. Remove Google Pay before selling or giving away your device.
10. Do not set up your eligible card on Google Pay on any device that you do not own or control at all times.
11. Protect your device. Update its operating system regularly and install only trusted applications. Do not do anything fraudulent or malicious such as reverse engineering, hacking, or overriding its hardware or software.



As part of our commitment to you, this document meets the WriteMark Plain Language Standard. The WriteMark is an internationally recognised plain language quality mark.

Temporarily block transactions if you need to

Call us as soon as possible on 0800 872 226 so we can block transactions on your eligible card in any of these cases:

- Your device is lost or stolen.
- You suspect someone has used Google Pay to make a contactless transaction without your permission.
- Someone knows your PIN or screen unlock code.
- You suspect a security breach on your device or Google Pay.
- The mobile service on your device is suddenly disconnected without your permission. This may mean you have been the victim of mobile phone fraud.

If you are overseas, phone +64 6 968 3700 collect through an operator. A collect call allows you to call for free, but only if you ask the local operator first.

Once we know what is wrong, we may tell the police, Google or the merchant. You must lodge a formal complaint with the police if we ask you to.

2. Definitions

Some words or phrases in these conditions of use have specific meanings. We include a glossary below to explain the meaning of these words.

Device: any phone, tablet or wearable device that:

- Uses Android software.
- Has a near field communication (NFC) chip, which allows contactless payments at merchant terminals that use Google Pay.

Eligible card: any TSB Mastercard debit or credit card we have approved for use in Google Pay, and which is not expired, blocked, suspended or cancelled.

Google: Google Asia Pacific Pte Ltd and/or its related bodies corporate and affiliates.

Google Pay: Google's mobile payment and digital wallet service that lets users make payments using Android devices, and eligible cards registered on those devices.

We, us and our: TSB Bank Limited.

You and your: someone who holds an eligible card that has been added to Google Pay.

3. Setting up an eligible card in Google Pay on your Android device

You can only add an eligible card to Google Pay if all the following are true:

- Your default payment account is in good standing.
- Each account holder agrees to add the eligible card to Google Pay and any devices.
- We can confirm your identity, and the identity of any additional cardholders.

Preparing to use Google Pay

Before you can use Google Pay to make contactless payments, you must set up an eligible card on your device, which must have a screen lock set up. Do the following once you have set up your lock screen:

1. Download the free Google Pay app from the Google Play store.
2. Add any eligible cards. You may have to enter a one-time password that is sent to the mobile phone registered with us.
3. Set up Google Pay as the default mobile wallet application in your device settings.

You may remove an eligible card from Google Pay at any time.

How Google Pay works depends on your settings and device

NFC must be available and turned on in the settings of your device for Google Pay to work.

Older devices or those with limited functionality may not support Google Pay.

Each Google Pay installation is independent. For each device you wish to use for Google Pay, you'll need to:

- Set up eligible cards.
- Set the default card.

4. Making contactless transactions using Google Pay

You can make contactless transactions by tapping your device on a contactless reader. You can do this in New Zealand or overseas with any merchant or bank displaying the contactless symbol.

You can make up to three Google Pay transactions without unlocking your device, but you will need to unlock your device for the next transaction.

You will only get a receipt for contactless transactions if you ask for one.

Transaction limits may apply

In New Zealand, you can make contactless transactions up to a certain limit without entering a PIN or unlocking your device. This limit can change from time to time. To find the current limit, see our website www.tsb.co.nz.

Different limits may apply if you use your device to make a contactless transaction overseas. We do not set overseas limits.

You can still use Google Pay above these limits, but you may have to unlock your device and enter your PIN.

You can use alternative cards

We automatically withdraw the value of the transaction from the default payment account for the default card.

You can select another eligible card instead for an individual transaction. Select the card before tapping your device to pay.

Your next transaction will automatically revert to your default card, but you can change the card again.

5. We might not accept some transactions

We may not accept a transaction, including where:

- You try to spend more than a limit for your card.
- We suspect someone is misusing your card.
- We feel we need to decline the transaction to keep your card or accounts secure.
- We believe accepting the transaction could breach a law or sanction.

6. We might block your card

The TSB conditions of use for your eligible card give us rights to block, suspend or cancel your card. We may also block, suspend or terminate your eligible card in Google Pay with or without notice at any time, including if:

- You are in default under our terms and conditions.
- We suspect someone is misusing your device.
- We feel the action is necessary to keep your eligible card or accounts secure.
- We believe accepting the transaction could breach a law or sanction.
- Google or Mastercard directs us to do so — for example, if they suspect fraud.

7. What happens if losses occur

If a loss occurs, our liability may be limited in some cases.

You are responsible for unauthorised use

If Google Pay is activated on your device and another person has access to your device, you are deemed to have authorised any transaction made on your account using Google Pay. You will be responsible whether or not you have actually authorised the transaction.

Our liability is limited if you suffer loss or damage from using Google Pay

We are not responsible for any direct or indirect loss or damage that happens because you use Google Pay. You agree to our limited liability, to the extent that:

- Your fraud or negligence caused the loss or damage.
- You contributed to the loss or damage.
- Circumstances beyond our control caused the loss or damage, such as malfunction or failure of any equipment or systems supporting Google Pay.

Our liability is also limited in other situations

We are also not liable for any direct or indirect loss or damage to the extent that the law allows, including if:

- You cannot use or access Google Pay.
- Your device is damaged when you use or try to use Google Pay.
- Any transaction fails or is declined when you use Google Pay.
- Goods or services you buy using Google Pay cause loss or damage.

8. Google provides Google Pay

Google Pay is a service provided by Google, not by us. By agreeing to these TSB Google Pay conditions of use, you must also comply with the Google Pay Terms of Service.

We give your information to Google so that you can use an eligible card through Google Pay. We are not liable for any:

- Error, defect or unavailability of Google Pay or any device.
- Merchant failing or refusing to process transactions using Google Pay.
- Reduced level of service because third-party communications and/or network providers fail.

9. Making changes to these conditions of use

We may change any of these conditions of use without your agreement. We will give at least 14 days' notice of these changes.

We will not tell you about a change beforehand if the change is to protect you, or if contactless transaction limits change.

If we change these conditions of use, we will tell you in one of these ways:

- Tell you directly about the changes — for example, by email.
- Display the changes in our branches, publish them in the media (including public notices) and/or publish them on www.tsb.co.nz.

10. How we collect, share and use your information

We may exchange information with Google and other parties when we provide you with Google Pay services.

We may collect information about your device

We may collect information including from Google and other third-party service providers about your device — for example:

- Phone number.
- Device type and model.

- Operating system.
- Security information.
- Location information — if you have location services enabled on your device.

We may collect the information for any of these reasons:

- To enable your eligible card in Google Pay.
- To assist you.
- To resolve any disputes.
- To facilitate billing, accounting, auditing, reconciliation and collection activities.
- To improve and promote Google Pay and the Google Pay user experience.
- For internal analytics.
- To tell you about other products and services.

We may collect the information for security reasons, or because we are required to:

- For security purposes and to identify fraud.
- To comply with our obligations to Google and its Google Pay service providers.
- To comply with applicable laws and regulations.
- To respond to regulatory or governmental inquiries.

We may exchange information with other parties

We may exchange information with Google and our third-party service providers, including Mastercard and mobile network operators. The exchange enables you to use your eligible card in Google Pay, and allows us to share information about suspected security breaches or fraud.

Google may use the information we give them for any of these reasons:

- To enable your eligible card in Google Pay.
- To display your transaction history in Google Pay.
- To manage, improve and promote the Google Pay service.
- To map where you have used Google Pay, to improve the Google service.
- To obtain information to report on getting new Google Pay users (including reporting to third parties).
- To create reporting and business analytics.
- To analyse ad attribution at an aggregate level.
- To use information about your Google account, as Google's policies allow and as agreed with you.

Google may use the information for security reasons, or because they are required to:

- To help prevent and detect security breaches and fraud.
- To comply with applicable laws and regulations, and respond to regulatory and governmental inquiries.

Google may also use your personal information according to their privacy policy.

If you do not want us to collect or disclose this information, you should not register an eligible card for use in Google Pay.

11. What happens if a term is unlawful or not valid

If any of the terms and conditions in these conditions of use are unlawful or do not meet any duty that we legally need to comply with, that term will be changed to be lawful or to comply with the law. That term will only be changed as needed and will not affect the other terms in these conditions of use.

12. New Zealand law applies to these conditions use

New Zealand law applies to these conditions of use.

Where we refer to laws in your card contract, we are referring to New Zealand laws. The references also include any replacements or amendments to those laws.

We are bound to meet the guarantees in the Consumer Guarantees Act 1993.