# Commonwealth Bank Samsung Pay Terms and Conditions

These Commonwealth Bank Samsung Pay Terms and Conditions, the CommBank App Terms and Conditions (available through the CommBank App), together with the Terms and Conditions of your accounts and Commonwealth Bank's Electronic Banking Terms and Conditions, govern your use of your eligible CommBank card with Samsung Pay.

#### 1 Using and managing Samsung Pay

- a. You can add an eligible Commonwealth Bank card to Samsung Pay on supported devices. An additional cardholder may also add their eligible Commonwealth Bank Mastercard card to Samsung Pay on their supported device. Additional Visa cardholders may be eligible for Samsung Pay, however, an in-store transaction limit of \$100 will apply.
- b. You must be verified when adding a card. As part of the process we will either send you a text message to your mobile with a verification code or have you verify your identify in the CommBank App. You should ensure that Commonwealth Bank has your correct mobile number in order to receive the verification code via text message.
- c. Once you have added your card to Samsung Pay and been verified, you may process transactions up to your card limit using Samsung Pay. You may be required to enter your card PIN into the merchant's terminal or enter your security credentials (eg, device PIN, passcode, or biometric identifier) on supported devices to complete a transaction.
- d. When using a dual network debit card with Samsung Pay, depending on which networks are available to you, you may be able to select which network processes your payment, Mastercard, Visa or eftpos through selecting 'eftpos'. eftpos may not be available for Samsung Pay payments within apps, on the web or for use overseas.
- e. Your card can be unlinked from Samsung Pay by following the instructions on the Samsung Pay website or app.
- f. Samsung Pay is a service provided by Samsung, not by us. We are not responsible for any loss you suffer in relation to:
  - i. any error, defect or unavailability of Samsung Pay;
  - ii. any failure or refusal of merchants to process transactions using Samsung Pay.
- g. We may exchange information with Samsung, service providers and relevant card scheme networks eg, Mastercard, Visa and eftpos, related to the set up and use of Samsung Pay. By using Samsung Pay you agree that:
  - i. Samsung can provide us with information, such as your Samsung device details, for purposes including providing customer support, detecting and managing fraud, and to comply with applicable law and regulations.
  - ii. We can provide Samsung, its service providers and card scheme networks with information for the purpose of operating and generally improving Samsung Pay. Each

party's data collection and handling practices are in accordance with their privacy policy (available by searching for the term 'privacy' at samsung.com/au/apps/samsungpay, mastercard.com.au, visa.com.au, eftposaustralia.com.au) In some cases, we may provide new card details to the card scheme networks to which we are a member, for example, when your card is lost or stolen.

- h. If you don't want us to collect or disclose this information, you should not register a Commonwealth Bank card for use in Samsung Pay.
- i. You and any additional cardholder must agree to Samsung Pay terms and conditions in order to register your eligible Commonwealth Bank card and use it with Samsung Pay.

#### 2 Security requirements for Samsung Pay

- a. You must take steps to secure your supported device on which your eligible Commonwealth Bank card has been registered.
- b. You are responsible for ensuring that:
  - i. any password of your supported device is kept secret and secure, not easily guessed or deciphered (e.g. your date of birth), and not shared with another person;
  - ii. your biometric identifier (e.g. fingerprint) is the only biometric identifier registered on your supported device;
  - iii. your supported device is not left unattended, is locked when not in use, and up-to-date antivirus software is installed on it; and
  - iv. any eligible Commonwealth Bank cards are unlinked/removed from your supported device before disposing of it.
- c. If you fail to comply with any of the requirements in this clause 2, you are taken to have authorised others to make transactions using Samsung Pay and you are responsible for their use of your eligible Commonwealth Bank card.

#### 3 What to do if there is a problem

- a. You should check your transaction history regularly to make sure there are no errors or unauthorised transactions.
- b. You and any additional cardholder must tell us straight away if:
  - i. an eligible Commonwealth Bank card or your device has been lost or stolen; or

- ii. You or they suspect someone else has used your account without your permission or may have access to your supported device or know your security credentials or eligible Commonwealth Bank card PIN.
- c. You should immediately unlink you eligible Commonwealth Bank card from Samsung Pay if your supported device is stolen or lost. Instructions to unlink your card are available on our website and/or the Samsung Pay App.

# 4 Fee and charges

We do not impose any additional fees and charges for registering and using your eligible Commonwealth Bank card with Samsung Pay. However, you will need to pay any third party fees and charges associated with downloading, registering and using Samsung Pay on a supported device.

# 5 Rights we have

We may suspend or terminate use of your eligible Commonwealth Bank card with Samsung Pay without notice at any time, including if:

- i. you ask us to suspend or close the eligible Commonwealth Bank account that the card is linked to;
- ii. either you or the additional cardholder breach these terms and conditions;
- iii. we suspect unauthorised transactions have occurred; or
- iv. we are required by a regulatory or government body.

### 6 Changes to terms

We can make changes to these terms and conditions at any time. We will notify you of any material changes by electronic notice to you via your device or Samsung Pay. We may require you to confirm your acceptance of changes to continue using your eligible Commonwealth Bank card in Samsung Pay.

# 7 Meaning of words

"card scheme networks" means Mastercard, Visa or eftpos Australia.

"dual network debit card" means a debit card branded by two card scheme networks, usually either:

a. Mastercard and eftpos; or

#### b. Visa and eftpos.

"eligible Commonwealth Bank card" means a compatible debit or credit card that can be used for Samsung Pay on a supported device that has been issued by Commonwealth Bank to you. You will be notified if your card is eligible when you attempt to register it with Samsung Pay.

**"password"** means any password or code either we or a third-party gives a user, or that a user creates, that must be used before we, or a third-party, process a transaction. This includes PINs, internet, phone or mobile banking passwords, and codes generated by security token.

"security credentials" means any personal identification number, password, biometric identifier or other measure used to ensure the security of your supported device.

"supported device" is any equipment or device used to access your account, including a mobile phone or wearable device e.g. smartwatch, that is not given to you by us. "we", "us", "our", or "CommBank" means Commonwealth Bank of Australia ABN 48 123 123 124.

"you" or "your" means the person who holds the card that is used for Samsung Pay.