

CommBank Fitbit Pay Terms and Conditions

These CommBank Fitbit 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 CommBank's Electronic Banking Terms and Conditions, govern your use of your eligible CommBank card with the Fitbit Pay.

1 Using and managing Fitbit Pay

- a. You can add an eligible Commonwealth Bank card to Fitbit Pay on supported devices. If you are an additional cardholder, you may add your eligible Commonwealth Bank card to Fitbit Pay provided it is a Mastercard branded card. Additional Visa cardholders may be eligible for Fitbit Pay, however, an in-person transaction limit of \$100 will apply.
- b. You may be required to enter a verification code when adding a card. You should ensure that Commonwealth Bank has your correct mobile number in order to receive a verification code via text message.
- c. Once you have successfully added your card to Fitbit Pay, you may process transactions up to your card limit using Fitbit Pay. You may be required to enter your card PIN into the merchant's terminal or enter your device security credentials on supported devices to complete a transaction.
- d. Your card can be unlinked from Fitbit Pay by following the instructions on the Fitbit Pay website or the Fitbit Pay App.
- e. Fitbit Pay is a service provided by Fitbit, not by us. We are not responsible for any loss you suffer in relation to:
 - i. any error, defect or unavailability of the Fitbit Pay;
 - ii. any failure or refusal of merchants to process transactions using the Fitbit Pay.
- f. We may exchange information with Fitbit and the relevant card scheme networks eg, Mastercard or Visa, related to the set up and use of Fitbit Pay. By using Fitbit Pay you agree that:
 - i. Fitbit can provide us with information, such as your Fitbit device details, for purposes including providing customer support, detecting and managing fraud, and to comply with applicable law and regulations.
 - ii. We can provide Fitbit and card scheme networks with information for the purpose of operating and generally improving Fitbit Pay. Each party's data collection and handling practices are in accordance with their respective privacy policy (available at <https://www.fitbit.com/global/au/home>, [mastercard.com.au](https://www.mastercard.com.au), [visa.com.au](https://www.visa.com.au), [eftposaustralia.com.au](https://www.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.

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

2 Security requirements for Fitbit Pay

- a. You must take steps to secure your supported device on which your eligible CommBank 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 and is locked when not in use; and
 - iv. any eligible CommBank cards are unlinked/removed from your supported device before disposing of it.
- f. If you fail to comply with any of the requirements in this clause 2, you are taken to have made any transactions using Fitbit Pay and you are responsible for the use of your eligible Commonwealth Bank card.
- g. You must tell us straight away if:
 - i. an eligible Commonwealth Bank card or Fitbit device has been lost or stolen; or
 - ii. You suspect someone else has used your CommBank account without your permission or may have access to your Fitbit device or know your security credentials.
- h. You should immediately unlink your eligible Commonwealth Bank card/s from Fitbit Pay if your supported Fitbit device is stolen or lost. Instructions to unlink your card are available on the Fitbit Pay website and/or the Fitbit Pay App.

3 Fee and charges

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

4 Rights we have

We may suspend or terminate use of your eligible Commonwealth Bank card (including the card of any additional cardholder) with Fitbit 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.

5 Changes to terms

We can make changes to these terms and conditions at any time. We will notify you of any material changes via the Fitbit Pay App, CommBank App, NetBank, SMS, email, statement message, newspaper advertisement or other appropriate means. We may require you to confirm your acceptance of changes to continue using your eligible Commonwealth Bank card in Fitbit Pay.

6 Meaning of words

"Fitbit Pay app" means app made available by Fitbit to facilitate Fitbit Pay payments.

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

"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.

"eligible Commonwealth Bank card" means a compatible debit or credit card that can be used for Fitbit 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 Fitbit 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.

"we", "us", "our", or "CommBank" means CommBank of Australia ABN 48 123 123 124

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