

# Newcastle Permanent Google Pay Terms of Use

Current as of 1 March 2023

## 1 These Terms

- 1.1 By adding your Newcastle Permanent Card (Card) to Google Pay™, you accept these Newcastle Permanent Google Pay Terms of Use (Google Pay Terms) between you and Newcastle Permanent (ACN 087 651 992). Together with the terms and conditions applicable to your accounts (Product Terms) and the Newcastle Permanent Privacy Policy, these Google Pay Terms govern your use of your eligible Card with Google Pay.
- 1.2 It is important that you read and understand these Google Pay Terms, the Product Terms (available at [newcastlepermanent.com.au/terms](https://newcastlepermanent.com.au/terms)) and the Newcastle Permanent Privacy Policy (available at [newcastlepermanent.com.au/privacy-policy](https://newcastlepermanent.com.au/privacy-policy)) together before adding your Newcastle Permanent card to Google Pay.
- 1.3 Your use of the Newcastle Permanent Banking App for Android™ devices is also subject to your agreement with the Banking App Terms and End User Licence Agreement for Android Devices, available at [newcastlepermanent.com.au/terms#BankingApps](https://newcastlepermanent.com.au/terms#BankingApps).
- 1.4 We can make changes to these Google Pay Terms at any time. We will notify you of any material changes to these Google Pay Terms by electronic notice, including via SMS, email, the Newcastle Permanent Banking App or through the Google Pay app. We may require you to confirm your continued acceptance of these Google Pay Terms in order to continue using your Newcastle Permanent card through Google Pay.

## 2 Registering and removing a Newcastle Permanent card

- 2.1 You can register an eligible Card to Google Pay on your eligible device or other device supported by Google Pay, through the Google Pay app, or through the Newcastle Permanent Banking App for Android™ devices on your eligible device provided we can successfully verify your identity.
- 2.2 We may require you to verify your identity in any of the following ways:
  - (a) SMS verification via a text sent to your mobile device (you should ensure that Newcastle Permanent has your correct mobile number in order to receive the verification text); or
  - (b) by calling our Customer Contact Centre on 13 19 87. We will verify your identity during the call in order to prevent fraudulent registrations.
- 2.3 You can remove your Card linked to your account from the Google Pay application on your device at any time. For instructions on how to remove your Card from Google Pay, please refer to the Google website or the Google Pay FAQs. You may also request that we unlink your Card from Google Pay by contacting our Customer Contact Centre on 13 19 87, or visiting any Newcastle Permanent branch.

## 3 Using your Newcastle Permanent card with Google Pay

- 3.1 Once you have registered your eligible Card to Google Pay and been successfully verified by us, you may process transactions up to your Card's transaction limit using Google Pay. In addition, Google may impose an individual transaction limit to Google Pay transactions, details of which are available from the Google Pay website. Please note that separate transaction limits cannot be set specifically for Google Pay purchases, and that some merchants may set their own transaction limits for contactless purchases.
  - 3.2 To complete a transaction using Google Pay, you may be required to:
    - (a) enter your security credentials on your device or on Google Pay;
    - (b) unlock your device; and/or
    - (c) enter your card PIN.
  - 3.3 In order to use Google Pay:
    - (a) your device requires a periodic internet connection, and normal data charges may apply (note there is a limit to the number of offline transactions that can be conducted before an internet connection is required); and
    - (b) you will require a Google account.
- ## 4 Security and Your Liability
- 4.1 Any person with access to your device may be able to make transactions using your Card on Google Pay. By registering your Card for Google Pay, you are responsible for ensuring that:
    - (a) your Google Pay, including your device on which Google Pay is enabled, is not shared with anyone;
    - (b) your passcode for your device and/or your passcode for Google Pay is secure in the same way as your Newcastle Permanent Banking App password or PIN is secure;
    - (c) where applicable, the biometric identifier on your device is registered only to you;
    - (d) you have installed and maintained up-to-date anti-virus software on your device;
    - (e) you remove your Card/s from Google Pay before you dispose of your device; and
    - (f) all other necessary steps are taken to prevent unauthorised access to Google Pay on your device.
  - 4.2 Subject to the protections under the ePayments Code, if you contribute to any loss suffered by you including by failing to comply with any of the requirements in this clause 4.1, or by unreasonably delaying reporting to us the loss or theft of the device or the unauthorised use of your account details, you are taken to have authorised any transactions performed by others using Google Pay

on your device, and you are responsible for their use of your Card.

- 4.3 You should check your transaction history regularly to make sure there are no errors or unauthorised transactions. If you suspect unauthorised transactions have been made using Google Pay, you should immediately contact our Customer Contact Centre on 13 19 87.
- 4.4 If your device is lost or stolen, or you otherwise suspect a security breach in terms of your device, you should immediately remove any Card/s registered with Google Pay and contact our Customer Contact Centre on 13 19 87. Instruction on how to remove a card from Google Pay are available on the Google Pay website. Removing your Card from Google Pay will still allow you to keep using your physical card.
- 4.5 Despite anything in this clause 4, our liability for any losses incurred by you resulting from unauthorised transactions will be determined by the ePayments Code.

## 5 Fees and charges

- 5.1 The Product Terms describe the fees and charges we apply to each Card. We do not charge any additional fees for registering or using Google Pay with your Card.
- 5.2 You are responsible for all third party charges associated with registering or using Google Pay on your device (such as carrier or mobile data charges).

## 6 Suspension and termination of Google Pay

- 6.1 We may block, suspend or terminate your Card, including for use with Google Pay, without notice and at any time for any of the following reasons:
- (a) we reasonably suspect fraud or unauthorised use;
  - (b) if you are in default in accordance with the Product Terms;
  - (c) if required by a regulatory or government body, or by applicable laws (including but not limited to anti-money laundering and counter terrorism financing laws);
  - (d) if directed to by Google;
  - (e) if our arrangements with Google regarding the use of Cards on Google Pay cease or are suspended; or
  - (f) for any other reason, including any reason provided for in the Product Terms.

## 7 Google Pay provided by Google

- 7.1 Google Pay is a service provided by Google, and not us. We are not liable for any costs associated with your use of Google Pay, its unavailability, or the failure of third party merchants to accept payments using Google Pay (except to the extent that we are deemed liable under the ePayments Code).
- 7.2 You are required to agree to Google's terms and conditions in order to use the Google Pay service.
- 7.3 Google Pay is only compatible with devices that have near field communication (NFC) capability, and satisfy device operating system requirements. For more information, please refer to the

Google Pay website. Google Pay may also be used without NFC capability on merchant mobile apps.

## 8 Data collection and privacy

- 8.1 When registering your eligible Card through Google Pay, you will be required to provide Google with certain details, including your Card number, expiry date, the name on the Card and your address.
- 8.2 If you register your eligible Card through the Newcastle Permanent Banking App for Android™ devices, we will provide these details to Google on your behalf. If you do not agree to us providing this information to Google, you should not register your eligible Card through the Newcastle Permanent Banking App for Android™ devices.
- 8.3 We may exchange information with Google and service providers related to the set up and use of Google Pay. By using Google Pay with your Card, you agree that:
- (a) Google can provide us with certain information including details about your device, for purposes including customer service and support, detecting and managing fraud and other security reasons, and to comply with applicable law and regulations;
  - (b) We can provide information to Google and its service providers in order to allow the use of your Card with Google Pay, and to improve Google Pay generally; and
  - (c) We and Google may provide information to the scheme providers (VISA and Eftpos Payments Australia Limited ABN 37 136 180 366) and with our service providers, in order to allow the operation of Google Pay, and to ensure compliance with applicable laws and regulations.
- 8.4 Our use, collection and disclosure of your personal information and sensitive information are in accordance with the Newcastle Permanent Privacy Policy, available at [newcastlepermanent.com.au/privacy-policy](http://newcastlepermanent.com.au/privacy-policy). If you do not agree with how we collect or disclose information under these Google Pay Terms, or the Newcastle Permanent Privacy Policy, you should not register your Card with Google Pay.

## 9 Contact us

- 9.1 Any questions or complaints with respect to these Google Pay Terms should be directed to:

Newcastle Permanent

Postal Address: PO Box 5001 HRMC, NSW 2310

Telephone: 13 19 87

+61 2 4907 6501

Email: [enquiries@newcastlepermanent.com.au](mailto:enquiries@newcastlepermanent.com.au)