

Digital Wallet Terms of Use for CIRCLE Alliance Bank

These terms apply to the use by you of a Card in a Digital Wallet. By registering a Card in a Digital Wallet you agree to these terms.

“Digital Wallet” refers to the use of an eligible CIRCLE Alliance Bank access card through digital wallet solutions Apple Pay, Google Pay, Samsung Pay and other services that we may make available.

Account or Cardholder Terms and Conditions

- The Terms and Conditions of your Card/Account apply to any use by you of your Card in a Digital Wallet. Refer to <https://www.circle.com.au/your-circle/forms-downloads> for more information.
- To the extent of any discrepancy, the Terms and Conditions of the Card/Account take precedence over these terms.
- You may also have additional terms issued by your Digital Wallet Provider or your telecommunications service provider which you are required to comply with.

Your Responsibilities to Keep Your Card Secure and Notify Us of Errors or Fraud

- You agree to protect and keep confidential your User ID, phone lock passcode, passwords, and all other information required for you to make purchases with your Card using the Wallet.
- Always protect your passcode by using a unique number or pattern that is not obvious or can be easily guessed. Take precautions when using your Digital Wallet. Try to memorise your passcode or carefully disguise it. Never keep a record of your passcode with your device, on your device or computer, or tell anyone your passcode.
- If your Device has been lost or stolen, or you believe your security credentials have been compromised, you must report this to us immediately. Your existing Terms and Conditions for your Card/Account require you to contact us immediately if you believe there are errors or if you suspect fraud with your Card. This includes any fraud associated with a Digital Wallet.
- We will not be liable for any losses you incur except as specifically described in the Account Agreement or as otherwise provided by law.

Using a Wallet

- Registration of the Card into a Digital Wallet is subject to us identifying and verifying you, and is at the discretion of CIRCLE Alliance Bank.
- CIRCLE Alliance Bank does not make any guarantees that the Digital Wallet will be accepted at all merchants.
- CIRCLE Alliance Bank is not the provider of the Digital Wallet and is not responsible for its use and function. You should contact the Digital Wallet Provider’s customer service if you have questions concerning how to use the Digital Wallet or problems with the Digital Wallet.
- We are not liable for any loss, injury or inconvenience you suffer as a result of a merchant refusing to accept the Digital Wallet.
- We are not responsible if there is a security breach affecting any information stored in the Digital Wallet or sent from the Digital Wallet. This is the responsibility of the Digital Wallet provider.

Applicable Fees

- Transactions using a Digital Wallet solution are considered a contactless transaction and may attract fees and charges in certain circumstances. Refer to the CIRCLE Alliance Bank Schedule of Fees and Charges for details.

- All applicable account fees still apply.
- There may be charges from your telecommunications provider.

Suspension or Removal of a Card from a Digital Wallet by us

- We can block you from adding an otherwise eligible Card to the Digital Wallet, suspend your ability to use a Card to make purchases using the Digital Wallet, or cancel entirely your ability to continue to use a Card in the Digital Wallet. We may take these actions at any time and for any reason, such as if we suspect fraud with your Card, if you have an overdue or negative balance on your Card account, if applicable laws change or if directed to do so by the Digital Wallet Provider or the applicable card scheme.
- We may also cease supporting the use of Cards in Digital Wallets at any time.

Suspension or Removal of a Card from a Digital Wallet by you

- You may remove a Card from the Digital Wallet by following the Digital Wallet Provider's procedures for removal.

Devices with same Digital Wallet provider Account

- If you add a Card to one of your Devices and have other Devices sharing the same account ("Other Devices"), this may permit the Card to be added to the Other Devices and permit users of the Other Devices to see Card information. Please contact your Digital Wallet provider for more information.

Your information

- You agree that we may exchange information about you with the Digital Wallet Provider and the applicable card scheme (such as Visa) to facilitate any purchase you initiate using a Card registered in a Digital Wallet.
- By registering your Card in a Digital Wallet, you are providing consent for your information to be shared with these parties.
- We may also share your information to make available to you in the Digital Wallet information about your Card transactions, or to assist the Digital Wallet Provider in improving the Digital Wallet. We are not responsible for any loss, injury or other harm you suffer in connection with the Digital Wallet Provider's use of your information.

You Agree to Allow Us to Contact You Electronically

- You acknowledge that we may contact you electronically (for example via SMS, email, notifications in app), and that this is considered written notice for the purpose of these terms.

We May Amend these Terms at Any Time

- We may amend these Terms at any time without prior notice.
- The most current version of these Terms will be maintained on CIRCLE's website at <https://www.circle.com.au/your-circle/forms-downloads> – you should review this regularly for as long as you keep a Card in the Digital Wallet.
- We will notify you of any changes to these Terms electronically as per the means above.
- You agree to any such amendments by continuing to keep a Card in the Digital Wallet.