

## SAMSUNG PAY: COLES CARD TERMS AND CONDITIONS

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Coles unsecured credit products are issued by National Australia Bank Limited (ABN 12 004 044 937, AFSL and Australian Credit Licence 230686) (“NAB”) and distributed by Coles Supermarkets Australia Pty Ltd ABN 45 004 189 708. NAB has acquired the business relating to these products from Citigroup Pty Ltd (ABN 88 004 325 080, AFSL and Australian Credit Licence 238098) (“Citi”) and has appointed Citi to assist to administer the products.

These terms and conditions (“**Terms and Conditions**”) are an agreement between you and NAB (“**we**”, “**our**” or “**us**”) that governs your access to and use of your eligible Coles card (“**Card**” or “**Cards**”) linked to accounts (“**Account**”) domiciled in Australia through Samsung Pay. The term “Samsung Pay” shall include the Samsung Pay branded payment functionality and the Card provisioning functionality performed, and transaction history displayed, by the Samsung Pay application. We will determine, in our sole discretion, which Cards will be eligible for use through Samsung Pay.

Please review these Terms and Conditions before you decide whether to accept them and continue with the addition of your Cards to Samsung Pay. By using a Card in Samsung Pay you agree to use your Card through Samsung Pay in accordance with these Terms and Conditions. If you do not agree to these Terms and Conditions, then you must not add your Card to, or use your Card in connection with, Samsung Pay. Use of Samsung Pay is at your discretion. You are not obliged to use Samsung Pay in connection with any of your Cards.

By agreeing to these Terms and Conditions, you represent that you are:

- 18 years old or older; and
- Capable of entering into a legally binding agreement.

Your use of Samsung Pay to purchase goods and services with your Card is governed by the applicable Card Terms and Conditions between you and us in connection with each account to which the Card is linked (the “**Account Terms and Conditions**” ) The applicable Account Terms and Conditions are incorporated by reference as part of these Terms and Conditions. You also acknowledge that your use of Samsung Pay is subject to the Terms and Conditions set forth by Samsung Electronics Co, Ltd. or any of its subsidiaries (Samsung) with respect to the use of Samsung Pay.

### ELIGIBILITY / ENROLMENT

Samsung Pay is available to cardholders for the purposes of purchasing goods and services with a compatible wireless Samsung mobile device (“**Eligible Mobile Device**”) and Samsung Gear device (“**Eligible Watch Device**”), at Near Field Communication (“**NFC**”) and/or Magnetic Secure Transmission (“**MST**”) enabled merchants who accept Samsung Pay as a form of payment. Samsung Pay allows you to use your Eligible Mobile Device and Eligible Watch Device to access and use your Cards to make such purchases in place of presenting or using your physical Card. To add your Card to Samsung Pay, you must register your Card through Samsung Pay either by scanning the Card or entering the Card details manually. You may be required to take additional steps to authenticate yourself before your Card is added to Samsung Pay, including by providing additional identifying

information, Online Authorisation Code (OAC) which will be sent to you via SMS on your registered mobile number with us. By adding your Card to Samsung Pay, you will be allocated a unique numerical identifier different from your Card number (“Token”) which will enable you to make purchases and receive refunds through Samsung Pay. This Token will also be known as a Digital Card Number. Due to the manner in which Samsung Pay operates, you may need to present your Eligible Mobile Device or Eligible Watch Device at a merchant when you return an item purchased using Samsung Pay on such Eligible Device or Eligible Watch Device.

#### **USE OF YOUR COLES CARD THROUGH SAMSUNG PAY**

Purchases you make with Samsung Pay using your Card are governed by the Account Terms and Conditions. Please review the Account Terms and Conditions for important information on your rights and responsibilities when making purchases. If your Eligible Mobile Device or Eligible Watch Device is lost or stolen, your biometric information such as your fingerprint identity on your Eligible Mobile Device or other passcode on your Eligible Mobile Device or Eligible Watch Device is compromised or Card has been used through Samsung Pay without your permission, you must notify us immediately. If you fail to notify us without delay, you may be liable for part or all of the losses in connection with any unauthorised use of your Card in connection with Samsung Pay as further set out in your Account Terms and Conditions.

You acknowledge that your Eligible Mobile Device can be used to make purchases using Samsung Pay without unlocking the Eligible Mobile Device however you will still be required to authorise any Samsung Pay transaction with your biometric information such as fingerprint identity or passcode.

You agree and acknowledge that the transaction history displayed in Samsung Pay in connection with use of your Card in Samsung Pay solely represents our authorisation of your Samsung Pay transaction and does not reflect any post authorisation activity, including but not limited to clearing, settlement, foreign currency exchange, reversals, returns or chargebacks. Accordingly, the purchase amount, currency, and other details for your Samsung Pay transaction history in connection with use of your Card in Samsung Pay may not match the transaction amount that ultimately clears, settles, and posts to your Account’s statement. You will remain liable to us for the amounts set out on your statements.

We currently do not impose a fee for using your Card through Samsung Pay but we reserve the right to impose a fee in the future. Your telecommunications carrier or provider may impose web-enablement, data usage or text messaging fees or other charges for your use of Samsung Pay.

As a condition to using your Card in connection with Samsung Pay, you consent to receiving from us notifications and automatically dialled calls or text messages on your Eligible Mobile Device, including at the Eligible Mobile Device phone number you provide. If at any time you revoke this consent, we may suspend or cancel your ability to use your Cards in connection with Samsung Pay.

Devices modified contrary to the manufacturer’s software or hardware guidelines, including by disabling hardware or software controls, sometimes referred to as jail breaking, are not Eligible Mobile Devices or Eligible Watch Devices. You acknowledge that the use of a modified device to use your Card in connection with Samsung Pay is expressly prohibited, constitutes a violation of these Terms and Conditions, and is grounds for us to deny your access to your Cards through Samsung Pay.

#### **AUTHORISATION TO COLLECT AND SHARE DATA**

You acknowledge that (i) Samsung Electronics Australia (“**Samsung**”), the provider of Samsung Pay technology that supports the Cards in Samsung Pay, as well as Samsung sub-contractors, agents, and affiliates, and (ii) the applicable payment network branded on your Card (e.g., MasterCard International Incorporated and its affiliate Maestro, or Visa, U.S.A., Inc. and its affiliate Interlink) as well as such networks sub-contractors, agents, and affiliates, will have access to certain details of your transactions made with merchants via use of your Cards through Samsung Pay. You acknowledge that the use and disclosure of any personal information provided by you directly to Samsung, the applicable payment network branded on your Card, or other third parties supporting Samsung Pay, will be governed by that party’s privacy policy.

#### **MERCHANT RELATIONSHIPS AND DISCLAIMERS**

Merchants may present to you certain discounts, rebates or other benefits (e.g. free shipping) (Offers) in Samsung Pay. Such Offers are subject to certain terms and conditions and may change at any time without notice to you. We will not be liable for any loss or damage as a result of any interaction between you and a merchant with respect to such Offers. Subject to applicable law and your Account Terms and Conditions, all matters, including delivery of goods and services, returns, and warranties, are solely between you and the applicable merchants. You acknowledge that we do not endorse or warrant the merchants that are accessible through Samsung Pay or the Offers that they provide.

#### **CHANGES TO PARTICIPATION IN SAMSUNG PAY AND TERMS AND CONDITIONS**

Subject to applicable law, at any time we may (i) terminate your use of Cards in connection with Samsung Pay, (ii) modify or suspend the type or dollar amounts of transactions allowed using Cards in connection with Samsung Pay, (iii) change a Cards eligibility for use with Samsung Pay and (iv) change the Card authentication process.

We can change these terms by giving you notice as set out below. Any changes will not increase your liability for transactions already conducted using your card in Samsung Pay.

We may make changes required to immediately restore or maintain the security of a system or individual facility without prior notice. We will notify you of such changes as soon as practicable.

Otherwise, we will give you 30 days' prior written notice of any changes which:

- impose or increase our charges relating solely to the use of your Card in Samsung Pay;
- increase your liability for losses relating to transactions conducted using your Card in Samsung Pay; or
- Impose, remove or change your daily transaction limit or other periodical transaction limit applying to the use of your Card in Samsung Pay.

We may make any other changes to the terms applying to the use of your Card in Samsung Pay by notifying you before the change takes place.

#### **SECURITY AND YOUR LIABILITY**

Any person who can unlock your Samsung Device may be able to make transactions using your Card

registered in Samsung Pay. Allowing sign-in using biometric information saved on your phone, such as Fingerprint sign-in, means that any person's biometric information saved on your mobile device, now or in the future, can access your Card in Samsung Pay. Accordingly, you must not activate sign-in using biometric information if you have any other person's biometric information saved on your device at any time. If you do so, or you share your passcode with any other person, you are taken to have authorised that person to transact on your account using Samsung Pay. This means that any Samsung Pay transaction initiated by that person using biometric information or passcode will be authorised by you and the Account Terms which deal with unauthorised transactions will not apply.

If you register your Card for Samsung Pay, you are responsible for ensuring that:

- the Samsung Pay wallet is not shared with anyone and is used only by you;
- you keep the passcode for your Eligible Mobile Device or Eligible Watch Device in the same way as you would a banking password or PIN secure, including by:
  - not sharing it with anyone;
  - not carrying a record of it with the Eligible Mobile Device or Eligible Watch Device or anything liable to be stolen with an Eligible Mobile Device or Eligible Watch Device (unless a reasonable effort is made to protect the security of it);
  - not choosing a passcode that can be guessed, such as your date of birth or a recognisable part of your name; and
- you must keep your Eligible Mobile Device or Eligible Watch Device safe and secure (including by locking it when not in use or when it is unattended and by installing up-to-date anti-virus software on it) and remove any Cards from the Eligible Mobile Device or Eligible Watch Device before disposing of the Eligible Mobile Device.
- No other person saves their biometric information, such as their fingerprint, on your Eligible Mobile Device or Eligible Watch Device if the biometric information can be used to grant access to your device and use your Cards.

At any time, you can delete or suspend your Card from Samsung Pay and any Additional Cardholder can delete or suspend their Card from Samsung Pay. You cannot suspend the use of an Additional Cardholder's Card in Samsung Pay, but you can suspend or close the Card of the Additional Cardholder by calling 1300 306 397 (24 hours a day). Please call us immediately on 1300 306 397 (24 hours a day) if:

- your Samsung device is lost or stolen;
- your Samsung device's mobile service is suddenly disconnected without your permission (which may indicate you have been subject to mobile phone porting); or
- you suspect a security breach in relation to your Eligible Mobile Device or Eligible Watch Device or Samsung Pay or that an unauthorised person has used your passcode, Card PIN or your other credentials to access Samsung Pay.

Generally, subject to protections under the ePayments Code described in those terms, you are liable for unauthorised transactions conducted using Samsung Pay.

## **INTELLECTUAL PROPERTY**

All intellectual property rights including all patents, trade secrets, copyrights, trademarks and moral rights (Intellectual Property Rights) in Samsung Pay (including text, graphics, software, photographs and other images, videos, sound, trademarks and logos) are owned either by Samsung, us, our licensors or third parties. Nothing in these Terms and Conditions gives you any rights in respect of any intellectual property owned by Samsung, us, our licensors or third parties and you acknowledge that you do not acquire any ownership rights by adding your Card to, or using your Card in connection with, Samsung Pay.

## **DISCLAIMERS OF WARRANTY**

Samsung Pay is provided by Samsung and without warranty from us. You acknowledge and agree that from time to time, your use of your Card in connection with Samsung Pay may be delayed, interrupted or disrupted for an unknown period of time for reasons we cannot control. Neither we nor our affiliates will be liable for any claim arising from or related to use of your Card through Samsung Pay due to such delay, interruption, disruption or similar failure.

You acknowledge that we are not party to the Terms and Conditions for Samsung Pay between you and Samsung and we do not own and are not responsible for Samsung Pay. We are not providing any warranty for Samsung Pay. We are not responsible for maintenance or other support services for Samsung Pay and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to Samsung Pay, including, without limitation, any third party product liability claims, claims that Samsung Pay fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of Samsung Pay, including those pertaining to Intellectual Property Rights, must be directed to Samsung.

We do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your Eligible Mobile Device or Eligible Watch Device. You are responsible for the selection of an Eligible Mobile Device or Eligible Watch Device and for all issues relating to the operation, performance and costs associated with such Eligible Mobile Device or Eligible Watch Device.

## **LIMITATION OF LIABILITY**

To the maximum extent permitted by applicable law, in no event shall we, our processors, suppliers, or licensors (or their respective affiliates, agents, directors, and employees) be liable for any direct, indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data, or other intangible losses, that result from the use of, inability to use, or unavailability of Samsung Pay, including your use of your Card in connection with Samsung Pay.

To the maximum extent permitted by applicable law, we, our processors, suppliers, and licensors (and their respective affiliates, agents, directors, and employees) assume no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content, (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of Samsung Pay, including your use of your

Card in connection with Samsung pay, (iii) any interruption or cessation of transmission to or from Samsung pay, (iv) any bugs, viruses, Trojan horses, or the like that may be transmitted to or through Samsung Pay by any third party, (v) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through Samsung Pay, and/or (vi) user content or the defamatory, offensive, or illegal conduct of any third party.

#### **INDEMNITY**

You will indemnify, defend, and hold us harmless (and our employees, directors, agents, affiliates and representatives) from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including reasonable attorneys fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to (a) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms and Conditions, including any violation of our policies, (b) your wrongful or improper use of Samsung Pay, including wilful misconduct or fraud, (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights, (d) your violation of any law, rule or regulation of the Australia or any other country, (e) any other party access or use of Samsung Pay with your biometric information, PIN or other appropriate security code.

#### **REPRESENTATION AND WARRANTY**

You represent and warrant to us that (i) to the extent you identified a name at registration, the name identified by you when you registered your Card to be added to Samsung Pay is your name, (ii) the Card you added to Samsung Pay is your Card (or you are an additional cardholder of the Card), (iii) you have the authority to authorise the receipt of notices, calls and text messages from us at the phone number you provide, (iv) you and all transactions initiated by you will comply with all federal and state, rules, and regulations applicable to you, including any applicable tax laws and regulations, (v) you will not use your Card through Samsung Pay for any fraudulent undertaking or in any manner so as to interfere with the operation of Samsung Pay, and (vi) your use of your Card in connection with Samsung Pay will comply with these Terms and Conditions.

#### **SEVERABILITY**

If any provision or part of a provision of these terms is illegal, invalid or unenforceable, it will be severed from these terms and the remaining provisions (or parts of provisions) will continue in full force and effect.

#### **GOVERNING LAW**

The same laws that govern your Account shall govern these Terms and Conditions.