

## GOOGLE 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 National Australia Bank Limited (NAB) ("we", "us" or "our") that governs your access to and use of your eligible Coles Credit or Debit card(s) ("Credit or Debit Card(s)", "Card", or "Cards") linked to accounts ("Accounts(s)") domiciled in Australia through Google Pay™. The term, "Google Pay", shall include the Google Pay™ branded payment functionality, the Card provisioning functionality, and display of transaction history. We will determine which Card product may be eligible for use through Google Pay.

Please review these Terms and Conditions before you decide whether to accept them and continue with the enrolment of your Cards to Google Pay.

By registering or using a Card through Google Pay you agree to use your Card through Google Pay in accordance with these Terms and Conditions. If you do not agree to these Terms and Conditions, then you must not register your Card to, or use your Card in connection with, Google Pay. Use of Google Pay is at your discretion. You are not obliged to use Google Pay in connection with any of your Cards.

Your use of Google Pay to purchase goods and services with your Card is governed by the applicable terms and conditions between you and us in connection with each Account. The applicable terms and conditions to your Card and/or Accounts with us ("Account Terms and Conditions") are incorporated by reference as part of these Terms and Conditions. You also acknowledge that your use of Google Pay is subject to the terms and conditions set forth by Google Pay and/or its affiliates ("Google") with respect to the use of Google Pay, which will not change or override these Terms and Conditions.

### EXERCISING OUR DISCRETION AND RIGHTS

We will exercise our rights and discretions that we have under these Terms and Conditions fairly and reasonably in the same way that we exercise our rights and discretions under the Account Terms and Conditions.

### ELIGIBILITY / ENROLLMENT

Google Pay is available to cardholders for the purposes of purchasing goods and services with a compatible Android mobile device that contains a secure element (Eligible Device) (1) near field communication (NFC) enabled merchants; and (2) an online merchant (whether in-app or through website), who accept Google Pay as a form of payment. Google Pay allows you to use your Eligible 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 Google Pay, you must register your Card through Google Pay. You may be required to take additional steps to authenticate yourself before your Card is added to Google Pay, including providing the correct Online Authorisation Code (OAC) which will be sent to you by us via SMS on your registered mobile number with us (Additional Authentication). By adding your Card to Google Pay, a unique numerical identifier different from your Card number (Token) will be allocated for the purpose of making purchases and receiving refunds through Google Pay. If your physical Card is renewed or replaced close to expiration date or where you have reported it as damaged, your Token in Google Pay will be automatically updated with the new Card information. Accordingly, you agree that your Token (which has been updated with the new Card information) can continue to be used to make transactions through Google Pay even without activating your renewed/replaced physical card and you will be fully liable for these transactions. Due to the manner in which Google Pay operates, you may need to present your Eligible Device at a merchant when you return an item purchased using Google Pay on such Eligible Device. We have the discretion to approve or reject the addition of any Card to Google Pay and need not give you any reason for our approval or rejection.

Your enrolment will be declined if the Card is not eligible for this service, you failed the authentication process, or if your Card or underlying Account is not in good standing or conducted in a proper or satisfactory manner as determined by us at our discretion, acting reasonably. For example, your enrolment may be declined where you have an unremedied default relating to the underlying Account, where we consider we need to do so to prevent the risk of fraud, or your Account has been suspended or closed. Google Pay may limit the number of Cards that you may store in one Eligible Device from time to time which we cannot control. We may, however, limit the number of Eligible Devices in which the same Card can be stored from time to time and you should refer to our latest communications regarding such limit.

For a Credit or Debit Card which has additional cards, such additional cards shall be regarded as separate Credit or Debit Cards, and Google Pay Card Registration and Additional Authentication shall apply when additional cardholders wish to enrol their additional Credit or Debit Cards with Google Pay.

#### Other Important Information:

- Only one watch can be paired to one mobile and one mobile to one watch at a time.
- Customers who have recently changed their mobile numbers will not be allowed to enrol for Google Pay during the mobile number embargo period of three (3) business days.

- If you register from a phone number that is different from the one on our records, additional authentication will be required, and an OAC will be invoked to the customer's mobile number that is registered with us.

#### Additional Cardholders

Additional cardholders are able to register their Card for Google Pay.

An additional cardholder can set up and use Google Pay even if Google Pay is not used by the primary cardholder. An additional cardholder can register for Google Pay before the primary cardholder does. The primary cardholder will only be able to remove an additional cardholder's access to Google Pay by removing the additional cardholder from the account altogether. If you wish to remove the additional cardholder, please visit [www.coles.com.au/credit-cards/contact-us](http://www.coles.com.au/credit-cards/contact-us) or call us anytime, 24 hours a day, 7 days a week on 1300 306 397 OR if you're overseas (+61) 2 8288 2890.

#### YOUR USE OF CARDS THROUGH GOOGLE PAY

Purchases you make with Google Pay using your Credit or Debit Card(s) 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. You must keep your Eligible Device safe (including ensuring that the device is not modified contrary to the software or hardware guidelines of the manufacturer) and ensure that where your passcode or personal identification number is required to allow you to use your Eligible Device to access and use your Cards to make purchases for Google Pay, your passcode or personal identification number is not disclosed to any one and you must take all reasonable steps to prevent any fraud, loss or theft in respect of the Eligible Device or any Card in connection with the use of Google Pay. If biometric details may be used to identify you or be used to grant access to the Eligible Device to access and use your Cards, you must not save a third party's biometrics such as finger print (biometric information) on the Eligible Device. In the event a third party's biometrics is saved on the Eligible Device, whether now or in the future, and such biometric details can be used to grant access to the Eligible Device to access and use your Cards, you acknowledge that such person, using his or her biometrics, will be able to access and use your Cards and make Purchases with Google Pay using your Cards.

If you enrol for biometric verification such as fingerprint identity, personal identification number or passcode on Google Pay, the collection, storage, enrolment and access to Google Pay using your biometric information, personal identification number or passcode will be made using the technology on your Eligible Device. Accordingly, when you log into Google Pay and choose to be verified using the technology on your Eligible Device, your fingerprint or any other biometric information, personal identification number or passcode will be matched and verified against your Eligible Device's technology. You acknowledge that we have no control over the technology on the Eligible Device, the availability, capability, verification method, security and integrity of the Eligible Device and cannot be held responsible for transactions effected using Google Pay and authorised

using any biometric information or personal identification number or passcode, subject to requirements of law and if applicable, the ePayments Code, and except to the extent such transaction is caused by our fraud, negligence or misconduct. You should therefore assess if the Eligible Device's manner of verification and risks associated with such use is acceptable to you.

Use of Google Pay is at your discretion. You are not obliged to use Google Pay in connection with any of your Cards. Accordingly, you agree that the access and use of your Cards on Google Pay will be considered as authorised by you and you shall be responsible and liable for the same, subject to requirements of law and if applicable, the ePayments Code, and except to the extent such transaction is caused by our fraud, negligence or misconduct. If your Eligible Device is lost or stolen, any biometric information or personal identification number or other passcode is compromised or used or your Card has been used through Google Pay without your permission, we recommend that you notify us promptly. If you fail to notify us promptly, you may be liable for part or all of the losses in connection with any unauthorised use of your Card in connection with Google Pay as further set out in the Account Terms and Conditions.

You agree and acknowledge that the transaction history displayed in Google Pay in connection with the use of your Card in Google Pay solely represents our authorisation of your Google Pay transaction using that particular Eligible Device 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 Google Pay transaction history in connection with use of your Card in Google Pay may not match the transaction amount that is ultimately cleared, settled, and posted to your Card statement of account. 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 Google Pay but we reserve the right to impose a fee in the future. If we do so, we will provide you with 30 days prior written notice as detailed in the 'CHANGES TO PARTICIPATION IN GOOGLE PAY AND TERMS AND CONDITIONS' section below. Your telecommunications carrier or provider may impose web-enablement, data usage or text messaging fees or other charges for your use of Google Pay.

As a condition to using your Card in connection with Google Pay, you acknowledge and consent to us sending notifications to the Eligible Device which may or may not be the same device as your mobile phone number on record with us. If at any time you revoke this consent, we may suspend or cancel your ability to use your Cards in connection with Google Pay. (for example, we may do so where we reasonably believe that such action is necessary to prevent a fraud affecting any person or to prevent you or us from any loss).

Devices modified contrary to the software or hardware guidelines of a manufacturer, including by disabling hardware or software controls, sometimes referred to as jailbreaking are not Eligible

Devices. You acknowledge that the use of a modified device to use your Card in connection with Google 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 Google Pay.

Subject to the section titled 'EXERCISING OUR DISCRETION AND RIGHTS', we have the right to suspend or cancel your ability to use your Cards in connection with Google Pay at any time and need not give you any prior notice or reason for doing so, but will notify you as soon as reasonably practicable. For example, we may do so where we reasonably believe that such action is necessary to prevent a fraud affecting any person or to prevent you or us from any loss. We have the right to impose a limit on the transaction amount charged to your Card through Google Pay. The limit will be such amount as determined by us and notified to you, in accordance with the section titled 'CHANGES TO PARTICIPATION IN GOOGLE PAY AND TERMS AND CONDITIONS' below.

#### Device lost or stolen

If your Android device or smartwatch is lost or stolen, let us know promptly by calling us anytime, 24 hours a day, 7 days a week on 1300 306 397 OR if you're overseas (+61) 2 8288 2890. You can also refer to <https://support.google.com/pay#topic=6224829> under 'Keep your payment info safe', for helpful information on how you can delete Card(s) in your Google Pay app.

Note that if you delete your Card from the Google Pay app, we will still allow you to keep using your physical Card unless you close your account.

For Eligible Cards / Devices, instructions to add or remove Cards, or to get a copy of the Google Pay Terms of Service, visit [https://payments.google.com/payments/apis-secure/get\\_legal\\_document?ldo=0&ldt=googlepaytos&ldl=und](https://payments.google.com/payments/apis-secure/get_legal_document?ldo=0&ldt=googlepaytos&ldl=und)

or <https://www.coles.com.au/credit-cards/existing-customers/faqs#GooglePay>.

To get a copy of your Card's Terms and Conditions please visit:

<https://www.coles.com.au/content/dam/coles/coles-financial-services/credit-cards/documents-and-forms/pdfs/coles-mastercard-terms-and-conditions-info.pdf>

#### AUTHORISATION TO COLLECT AND SHARE DATA

You acknowledge and agree that (i) Google, the provider of Google Pay technology that supports the Cards in Google Pay, as well as its sub-contractors, agents, and affiliates, and (ii) the applicable payment network branded on your Card(s) (e.g., Mastercard International Incorporated and its affiliate Maestro, or Visa, U.S.A., Inc. and its affiliate Interlink) as well as sub-contractors, agents, and affiliates of such payment networks, will have access to certain details of your transactions made with merchants via use of your Card(s) through Google Pay. You acknowledge that the use and

disclosure of any personal information provided by you directly to Google, the applicable payment network branded on your Card, or other third parties supporting Google Pay, will be governed by the privacy policy of such party.

## Privacy

We use your information in accordance with the NAB and Citi privacy policies. You can view our policies at: <https://www.coles.com.au/credit-cards/existing-customers/faqs/cls-privacy-policy>.

Google Pay shares information with us for fraud and identification purposes.

For Google's privacy policy visit <https://www.google.com/policies/privacy/>

## MERCHANT RELATIONSHIPS AND DISCLAIMERS

Merchants may present to you certain discounts, rebates or other benefits (e.g. free shipping) (Offers) in Google 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 Google Pay or the Offers that they provide.

## CHANGES TO PARTICIPATION IN THE GOOGLE PAY AND TERMS AND CONDITIONS

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

If we have cancelled or suspended your Card in accordance with the relevant terms in the Account Terms and Conditions, you will not be allowed to use it through your Eligible Device. Please note that this is the case even though you may still see a symbol for the Card on your Eligible Device.

We may revise these Terms and Conditions at any time by updating these Terms and Conditions by giving you notice as set out below. You are bound by such revisions and should therefore visit this

link to review the current Terms and Conditions from time to time. Any changes will not increase your liability for transactions already conducted using your Card in Google Pay.

We may make changes to these Terms and Conditions as required to promptly 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 Google Pay;
- increase your liability for losses relating to transactions conducted using your Card in Google Pay; or
- impose, remove or change your daily transaction limit or other periodical transaction limit applying to the use of your Card in Google Pay.

We may make any other changes to the terms applying to the use of your Card in Google Pay by giving you reasonable notice before the change takes place.

## SECURITY AND YOUR LIABILITY

If you share your passcode with any other person or allow another person's biometric information to be saved on your device, you are taken to have authorised that person to transact on your account using Google Pay. This may mean that you are liable for all transactions initiated by that person. You acknowledge that this can result in significant loss or liability to you.

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

- (i) The Google Pay wallet is not shared with anyone and is used only by you;
- (ii) You keep the passcode in the Eligible Device in the same way as you would safekeep a banking password or PIN secure, including by:
  - a. not sharing it with anyone;
  - b. not carrying a record of it with an Eligible Device or anything liable to be stolen with an Eligible Device (unless a reasonable effort is made to protect the security of it);
  - c. not choosing a passcode that can be guessed, such as your date of birth or a recognisable part of your name; and
  - d. not failing to protect the security of the passcode;
- (iii) You must keep the Eligible 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 e.g. by ensuring that you update the operating system of your device when recommended by Google including to protect your device); and

- (iv) Remove any Cards from the Eligible Device before disposing of the Eligible Device.
- (v) No other person saves their biometric information, such as their fingerprint, on your Eligible 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 Google Pay and any additional cardholder can delete or suspend their Card from Google Pay. You, as the principal cardholder of a Credit or Debit Card, cannot suspend the use of an additional cardholder's Credit or Debit Card in Google Pay, but you can suspend or close the Credit or Debit Card of the additional cardholder (which will prevent its use including through Google Pay) by calling by 1300 306 397 (24 hours a day).

We recommend that you call us promptly, anytime, 24 hours a day, 7 days a week on 1300 306 397 OR if you're overseas (+61) 2 8288 2890, if:

- (i) Your Eligible Device is lost or stolen;
- (ii) Your Eligible Device mobile service is suddenly disconnected without your permission (which may indicate your Eligible Device and/or your Card(s) added to Google Pay has/have been subject to unauthorised use or access); or
- (iii) You suspect a security breach in relation to your Eligible Device or Google Pay or that an unauthorised person has used your passcode, Card PIN or your other credentials to access Google Pay.

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

## INTELLECTUAL PROPERTY

All intellectual property rights including all patents, trade secrets, copyrights, trademarks and moral rights (collectively, Intellectual Property Rights) in Google Pay (including text, graphics, software, photographs and other images, videos, sound, trademarks and logos) are owned either by Google, us, our licensors or third parties. Nothing in these Terms and Conditions gives you any rights in respect of any intellectual property owned by Google, 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, Google Pay.

## DISCLAIMERS OF WARRANTY

Google Pay is provided by Google, and without warranty from us. You acknowledge and agree that from time to time, your use of your Card in connection with Google 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 Google Pay due to such delay, interruption, disruption or similar failure, except to the extent such failure is caused by our fraud, negligence or misconduct.

You acknowledge that we are not party to the terms and conditions for Google Pay between you and Google and we do not own and are not responsible for Google Pay. We are not providing any warranty for Google Pay. We are not responsible for maintenance or other support services for Google Pay and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to Google Pay, including, without limitation, any third party product liability claims, claims that Google 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, except to the extent such claim, loss, liability, damage, cost or expense is caused by our fraud, negligence or misconduct. Any inquiries or complaints relating to the use of Google Pay, including those pertaining to Intellectual Property Rights, must be directed to Google.

We do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your Eligible Device. You are responsible for the selection of an Eligible Device and for all issues relating to the operation, performance and costs associated with such Eligible 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 GOOGLE PAY, INCLUDING YOUR USE OF YOUR CARD IN CONNECTION WITH GOOGLE PAY, EXCEPT TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY OUR FRAUD, NEGLIGENCE OR MISCONDUCT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW (AND EXCEPT TO THE EXTENT CAUSED BY OUR FRAUD, NEGLIGENCE OR MISCONDUCT), 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 GOOGLE PAY, INCLUDING YOUR USE OF YOUR CARD IN CONNECTION WITH GOOGLE PAY; (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM GOOGLE PAY; (IV) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR

THROUGH GOOGLE 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 GOOGLE PAY; AND/OR (VI) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

## INDEMNITY

You will indemnify (including by paying or reimbursing us for loss we suffer), defend, and hold us (and our employees, directors, agents, affiliates and representatives) harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including reasonable attorney's 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 this Terms and Conditions, including any violation of our policies; (b) your wrongful or improper use of Google 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 United States or any other country; (e) any access or use of Google Pay by any other party with biometrics authentication or personal identification number or passcode or other appropriate security code, and (f) any change in law, regulation or official directive which has an effect on the Card or Google Pay, and the same may be debited to your Card and/or shall be paid by you on demand, except to the extent such claims, costs, losses, damages, judgments, tax assessments, penalties, interest, or expenses is caused by our fraud, negligence or misconduct.

## 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 Google Pay is your name; (ii) all Cards you add to Google Pay is or are, your Credit or Debit Card(s); (iii) you and all transactions initiated by you or using any of your Cards added to Google Pay will comply with all federal and state, rules, and regulations applicable to you, including any applicable tax laws and regulations; (iv) you have the authority to authorize the receipt of notices, calls and text messages from us at the phone number you provide; (v) you will not use any of your Cards through Google Pay for any fraudulent undertaking or in any manner so as to interfere with the operation of Google Pay; (vi) you will not permit any use of your Card(s) through Google Pay by any third party; and (vii) your use of your Card in connection with Google Pay will comply with these Terms and Conditions.

## REMOVAL OF YOUR CARDS FROM GOOGLE PAY

You shall follow the instructions from Google Pay to remove your Credit or Debit Card from Google Pay if you no longer wish to use your Credit or Debit Card through Google Pay. Removal of your Credit or Debit Card from Google Pay will not terminate your Credit or Debit Card in its plastic card form unless you also choose to terminate such in accordance with the Account Terms and Conditions.

#### SEVERABILITY

If law makes a term of the contract illegal, void or unenforceable, we both agree that the term remains, but will be read down so that this doesn't occur. If this can't be done, you and we agree that only the affected term is to be excluded and the rest of the contract should not be affected.

#### GOVERNING LAW

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

Google, Android, Google Pay and Google Wallet are trademarks of Google LLC.