

**“I loved
reading
the terms &
conditions!”**

– said no one, ever.



Fitbit Pay

Terms & conditions

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1 **These Terms**

By adding a card to Fitbit Pay you agree to these terms.

These terms apply in addition to the other terms and conditions that apply to the card and any account that is accessible using the card. It is important that you read all such terms and conditions together.

2 **Meaning of words**

The following definitions apply in these terms:

card means any payment card issued by ME which is eligible to be added, or is added, to Fitbit Pay;

device means each device that has Fitbit Pay setup and contains a card added to the app;

passcode means a passcode, password, pattern, pin or other information used to unlock a device or to authenticate transactions using Fitbit Pay;

we, us, our and **ME** means ME Bank – a division of Bank of Queensland Limited ABN 32 009 656 740 AFSL and Australian Credit Licence Number 244616; and

you and **your** means the person adding a card to Fitbit Pay.

3 **Adding your card to Fitbit Pay**

We may, in our absolute discretion, allow you to add an eligible card to Fitbit Pay.

Before we do so, we may require you to verify your identity with us or otherwise authenticate your request.

We may refuse to allow you to add a card to Fitbit Pay.

Fitbit Pay is provided by Fitbit. Before you can add your card to and use Fitbit Pay, you must also agree to, and comply with, Fitbit's Fitbit Pay Terms of Service.

4 Using a card through Fitbit Pay

Once a card is added to Fitbit Pay it can be used to conduct transactions wherever Fitbit Pay can be used.

We do not charge any additional fees for using a card through Fitbit Pay but you may incur third party charges such as carrier or mobile data charges, which you are responsible for.

In some circumstances, you may be required to enter the card PIN in order to authenticate a transaction at an electronic payment terminal in addition to unlocking the device or authenticating the transaction through Fitbit Pay using a passcode or biometric information (such as a fingerprint or face).

Transaction limits that apply to transactions using the card apply to transactions conducted using it through Fitbit Pay.

5 Security and liability for transactions

Subject to the ePayments Code, you are liable for all transactions conducted using the card through Fitbit Pay and, to the maximum extent permitted by law, ME is not liable for any loss arising from or in connection with you adding a card to Fitbit Pay, including any loss or damage caused by any malfunctioning of Fitbit Pay or its misuse.

You must:

- only add a card to Fitbit Pay if you are the cardholder named on the card and the device on which Fitbit Pay is installed is yours and will remain in your possession;
- ensure that no other person knows the pin or has their biometric information (such as their fingerprint or face) registered on the device before adding a card to Fitbit Pay on the device;

- not allow any person to register their biometric information on a device at anytime while a card is added to Fitbit Pay on the device;
- keep the device locked at all times when it is not in use and do not leave it unattended in a non-secure environment;
- keep all pin secret and treat them in the same way you are required to treat your card PIN or other banking codes and passwords under the terms and conditions that apply to your card and other associated banking services (this includes not disclosing passcodes to anyone, including a family member or a friend, and taking all reasonable precautions to protect the secrecy of passcodes such as by not recording them on or with a device);
- if you become aware, know or suspect that another person knows the passcode for a device or has registered their biometric information on the device, immediately change the pin or remove the biometric information to restore the security of the device or, if you cannot do that for any reason, contact us and tell us; and
- remove any cards added to Fitbit Pay on a device before disposing of the device.

You must notify us immediately by calling us on **13 15 63** or **+61 3 9708 4001** if:

- any device on which Fitbit Pay is loaded, with a card added, is lost or stolen;
- you believe your card or Fitbit Pay has been misused; or
- you believe the security of your device has been compromised or that an unauthorised person has access to or used Fitbit Pay with your card added to it.

If you do not tell us, or delay telling us, then your liability for transactions conducted may be higher than it otherwise would have been.

You indemnify us for any loss suffered or incurred as a result of you breaching these terms. However, you will not be liable for any loss incurred as a result of the default or negligence of us or our employees or agents.

6 Suspension or termination

Acting reasonably, we may suspend or terminate your ability to use a card through Fitbit Pay at any time. This includes where:

- your card is cancelled, blocked or suspended or an associated account is restricted or closed;
- you breach these terms or the terms and conditions that apply to the card or any associated account;
- we, Fitbit or a card network provider reasonably suspect fraud;
- we are required to do so under any legislation or law, or if required to by a regulator, government body, Fitbit or card network provider; or
- if our arrangements with Fitbit or the card network provider are suspended or terminated.

You may remove your card from Fitbit Pay at any time by following the instructions provided by Fitbit.

7 Data Collection and Privacy

By adding a card to and making transactions using Fitbit Pay, you agree that we may disclose to and collect from Fitbit information relating to you such as your name and contact details, your device, Fitbit Pay, card details and transaction history, in order to facilitate transactions and your Fitbit Pay experience.

Fitbit may also use this information for other purposes, which are set out in Fitbit's Privacy Policy and Fitbit Pay Terms of Service.

We may also exchange your information with other service providers (such as Mastercard®).

8 Changes

We may change these terms at any time. By continuing to keep your card in Fitbit Pay after we make a change, you accept the change and must comply with these terms as changed.

We will give you notice of a change to these terms as soon as reasonably possible.

We will give you at least 30 days advance written notice of any change that we reasonably believe is unfavourable to you. However, we may give you a shorter notice period or no notice where we believe doing so is necessary to restore or maintain the security of a system or to avoid, or to reduce, a material risk or loss.

We are not responsible for the functionality of Fitbit Pay, which may change from time to time. You should seek further information about the functionality of Fitbit Pay from Fitbit if you need it.

9 Notices

You consent to us giving you these terms electronically and not in paper form and agree that we may give you notices relating to these terms or your use of a card in Fitbit Pay electronically (for example via SMS, e-mail or notifications in-app), in or with a statement of account for the card or an account associated with it, by advertisement in the media or in any other way we are legally permitted to give you such notice.

10 Banking Code of Practice

The relevant provisions of the Banking Code of Practice apply to Fitbit Pay. A copy of that Code is available on our website, or you can call us and we will send you a hard copy for free.

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ME Bank – a division of Bank of Queensland Limited
ABN 32 009 656 740 AFSL and Australian
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Holaaaaaa!
mebank.com.au
13 15 63