

# Fitbit Pay™

## Terms and Conditions

### 1. Scope and definitions

- 1.1. In these Terms and Conditions, 'We', 'Us' or 'our' means IMB Ltd trading as IMB Bank ABN 92 087 651 974 AFSL/Australian Credit Licence 237 391. 'You' and 'your' means the Account Holder (as defined in IMB's Member Guide to Transaction Banking). If there is more than one Account Holder, 'You' and 'your' means each of You separately and jointly.
- 1.2. These Fitbit Pay Terms and Conditions ('Terms and Conditions') only apply to your use of an IMB Card in Fitbit Pay. Otherwise, the use of your physical IMB Visa Debit Card, IMB Cashcard or any other products or facilities available at IMB Bank is determined by IMB's Product Disclosure Statement.
- 1.3. These Terms and Conditions apply in addition to any other terms and conditions contained within IMB's Product Disclosure Statement ('PDS'). You should consider the PDS before making a decision in relation to IMB's products or facilities. IMB's PDS consists of the:
  - 1.3.1. Member Guide to Transaction Banking – Product Disclosure Statement;
  - 1.3.2. PDS – Fees, Charges and Limits; and
  - 1.3.3. PDS – Interest Rates for Deposit Products.
- 1.4. In these Terms and Conditions:
  - 1.4.1. 'Biometric Identifier' means by which a person can be uniquely identified e.g. fingerprint;
  - 1.4.2. 'Fitbit® Device' means a wearable mobile Fitbit device, that is capable of making contactless payments using Fitbit Pay;
  - 1.4.3. 'Fitbit®' means Fitbit, Inc. and Fitbit (Australia) Pty Ltd ABN 37 168 857 494 and its related bodies corporate and affiliates;
  - 1.4.4. 'Fitbit Pay™' means Fitbit's mobile payment service offered within the Fitbit app available through the Google Play™ Store and the Apple App Store®;
  - 1.4.5. 'IMB Card' means an IMB issued Visa Debit Card or Cashcard that is eligible for use in Fitbit Pay;
  - 1.4.6. 'Mobile Device' means a device capable of downloading and operating Fitbit Pay, such as a smartphone or tablet.
- 1.5. In the event that these Terms and Conditions are inconsistent with IMB's Product Disclosure Statement, the Product Disclosure Statement prevails over these Terms and Conditions to the extent of the inconsistency.

*Step-by-step instructions on how to add, edit and remove your Card from Fitbit Pay are available at [www.imb.com.au/fitbitpay](http://www.imb.com.au/fitbitpay)*

### 2. Accepting these Terms and Conditions

- 2.1. You agree to these Terms and Conditions when:
  - 2.1.1. You add your IMB Card for use in Fitbit Pay; or
  - 2.1.2. An individual with authority to operate your IMB account adds an IMB Card for use on Fitbit Pay.
- 2.2. You may be required to agree to Fitbit Pay's Terms and Conditions prior to using your IMB Card on Fitbit Pay.



### 3. Adding your Card on Fitbit Pay

- 3.1. You need to add your Card to Fitbit Pay in order to pay for goods and services and conduct transactions through Fitbit Pay. You are able to add your IMB Card to Fitbit Pay provided that:
  - 3.1.1. we verify your identity and make any other necessary checks for security reasons. You agree to do all things necessary to assist Us to do this; and
  - 3.1.2. You are not in breach of the terms and conditions contained in the PDS.
- 3.2. An individual with authority to operate your account is able to add their IMB Card (which is linked to your account) for use in Fitbit Pay, provided that we are able to:
  - 3.2.1. verify their identity and make any other necessary checks for security reasons; and
  - 3.2.2. they are not in breach of the PDS.

### 4. Performing transactions using Fitbit Pay

- 4.1. Payments through Fitbit Pay can be conducted by using your Fitbit Device in place of your physical IMB Card to 'tap' at a participating merchant's contactless payment terminal or through other online transactions conducted through Fitbit apps/ where the merchant accepts that form of payment. When You use your IMB Card to complete a transaction in Fitbit Pay, You acknowledge that by doing so this may affect your available balance by reserving the amount of the transaction.
- 4.2. You may be required to authenticate a Fitbit Pay transaction by entering your Fitbit Device's passcode, fingerprint or other Biometric Identifier into your Fitbit Device or enter your IMB Card's personal identification number (PIN) into the electronic card reader or contactless payment terminal when prompted to complete the transaction.
- 4.3. We are not responsible if a merchant refuses to accept an IMB Card through Fitbit Pay, does not allow cash withdrawals in conjunction with the use of an IMB Card through Fitbit Pay or places other limitations on using an IMB Card through Fitbit Pay.
- 4.4. You must check that the correct amount is entered in or displayed on a contactless payment terminal or other purchase summary before You present the IMB Card through Fitbit Pay authorise and accept the Fitbit Pay transaction.
- 4.5. Some transactions need authorisation from us. We may choose not to authorise a proposed transaction, including, for example, where We reasonably consider that there is a risk of loss or fraud through the use of particular merchants.

### 5. Removing and Suspending your IMB Card on Fitbit Pay

- 5.1. You may remove an IMB Card linked on Fitbit Pay through the Fitbit Pay app at any time.
- 5.2. You may also suspend your IMB Card linked in Fitbit Pay by contacting Us on 133 462.
- 5.3. **You acknowledge that the suspension of your IMB Card in Fitbit Pay will remove access in Fitbit Pay but will not automatically suspend or cancel your physical IMB Card facility unless this is also requested by You.**
- 5.4. **You acknowledge that the suspension of your physical IMB Card may also result in the suspension of your IMB Card in Fitbit Pay.**
- 5.5. We may suspend or cancel an IMB Card linked in Fitbit Pay, including where:
  - 5.5.1. We perceive that there is a fraud risk association with the continued use of the IMB Card in Fitbit Pay;
  - 5.5.2. You are in breach of the PDS; or
  - 5.5.3. We are required to by law or are otherwise legally compelled to do so, including where we are compelled by Fitbit to do so.
- 5.6. Suspension of access to your IMB Card may mean that You are unable to conduct transactions using your IMB Card through Fitbit Pay. Suspension of access may affect the ordering or cancellation of account facilities and may also affect direct credit and debit facilities that are in place in relation to the account.
- 5.7. We may prevent access to the IMB Card in this way until we are reasonably satisfied that the fraud risk has been mitigated, or other matters referred to in clause 5.5 are resolved or until We, in our discretion, otherwise decide that normal access should be restored. We may, in our discretion, make exceptions to these rules from time to time.

## 6. Lost or stolen Fitbit Device

- 6.1. You must call us immediately on 133 462 if You suspect that:
- 6.1.1. your Fitbit Device or Mobile Device is lost or stolen; or
  - 6.1.2. your Fitbit Device or Mobile Device's security credentials have been compromised or that unauthorised access of the Fitbit Device has been obtained.

## 7. Your obligations

- 7.1. **It is critical to the security of your IMB Card and your use of Fitbit Pay that You are the only person able to unlock and access your Fitbit Device or Mobile Device. If You fail to observe the security requirements set out in this clause You may incur increased liability for unauthorised use of your IMB Card.**
- 7.2. To protect your Fitbit Device, associated Mobile Device and your access to Fitbit Pay, You must:
- 7.2.1. ensure that only your fingerprint or other Biometric Identifier (such as Touch ID or Face ID) is registered on the Fitbit Device or Mobile Device and no one else's;
  - 7.2.2. try to memorise any personal identification number (commonly known as a PIN), access code or any other password that enables access to your Fitbit Device or Mobile Device;
  - 7.2.3. not keep a record of any PIN, access code or any other password that enables access to your Fitbit Device or Mobile Device or stored within either devices or if a record is kept, ensure that it is reasonably disguised, see clause 7.4 for further guidance);
  - 7.2.4. not share your PIN, access code or any other password that enables access to your Fitbit Device or Mobile Device with any other person;
  - 7.2.5. change your PIN, access code or other password that enables access to your Fitbit Device or Mobile Device regularly;
  - 7.2.6. not choose a PIN, access code or other password that can be easily associated with You (for example: your date of birth, anniversaries, telephone number, bank account numbers, car registration numbers, social security numbers, license numbers, family member's names or birth dates);
  - 7.2.7. make sure nobody watches You enter your PIN, access code or other password into the Fitbit Device or Mobile Device; or
  - 7.2.8. keep the Fitbit Device or Mobile Device safe and secure and locked when not in use; and
  - 7.2.9. install and maintain current anti-virus software on the Fitbit Device or Mobile Device.
- 7.3. If You allow another individual to:
- 7.3.1. register their Biometric Identifier on your Fitbit Device or Mobile Device;
  - 7.3.2. know the PIN, access code or other password to obtain access to your Fitbit Device or Mobile Device; or
  - 7.3.3. register your IMB Card on their Fitbit Pay (or through any other digital wallet app)

You are taken to have authorised that person to conduct transactions on your behalf using Fitbit Pay and will be liable for these transactions as though You had done them yourself.

- 7.4. If You record your PIN or access code You must make a reasonable attempt to disguise it. The following are examples of what is NOT a reasonable attempt to disguise your PIN or Access Code; recording your PIN, access code or other password in reverse order, as a telephone number or part of a telephone number, among numbers or letters with any of them marked able to be deciphered to indicate the PIN, access code or password (e.g: A=1, B=2, C=3 etc.), disguised as a date or an amount, recording your PIN, access code or other password (in sequence or disguised format) and describing it as a PIN, access code or other password or in any way that can be linked to your Fitbit Device or IMB Card or other IMB banking facilities (e.g. IB code 0000 or IMB code 0000), and recording your PIN, access code or other password in any low security electronic device.
- 7.5. There may be other forms of disguise which may also be unsuitable because of the ease of another person discerning your PIN, access code or other password.

**You must not act with Extreme Carelessness in failing to protect the security of all PINs, access code or other passwords or by allowing other individuals' Biometric Identifiers to be registered on the Fitbit Device.**

## 8. Our obligations

- 8.1. IMB does not control the platform or availability of Fitbit Pay. Fitbit Pay is a function of the mobile device app provided by Fitbit.
- 8.2. IMB is not liable for any failure or delay or limitations in functionality or availability in relation to Fitbit Pay.
- 8.3. We warrant that we will comply with the ePayments Code. IMB will not be liable for any loss arising from your use of Fitbit Pay to the extent that your loss was caused by:
  - 8.3.1. your fraud;
  - 8.3.2. your use of Fitbit Pay in a way not permitted by Fitbitor any other matters outside our reasonable control, subject to your rights under the ePayments Code.

## 9. Fees and Charges

- 9.1. Fees and charges relating to the use of your physical IMB Card are contained in IMB's Fees, Charges and Limits – Product Disclosure Statement. IMB does not charge any additional fees for the use of an IMB Card through Fitbit Pay.

## 10. Privacy

- 10.1. By linking an IMB Card to Fitbit Pay, You acknowledge that You authorise Us to collect information relating to your Fitbit Device and communicate with Fitbit. This information includes, but is not limited to, Fitbit Pay specifications, Fitbit Device type, model, operating system and security information within the device. We do this in order to:
  - 10.1.1. verify and enable the IMB Card to be linked to Fitbit Pay and ongoing functioning;
  - 10.1.2. provide You with the ability to use your IMB Card on Fitbit Pay
  - 10.1.3. manage fraud risk and for other security purposes; and
  - 10.1.4. better assist you.
- 10.2. Further information about how IMB collects, uses and discloses your personal information is available through IMB's Privacy Policy, which is accessible at [www.imb.com.au/privacy](http://www.imb.com.au/privacy), by contacting IMB Direct on 133 462 or by visiting an IMB branch.

## 11. Changes to these Terms and Conditions

- 11.1. Acting reasonably, we may change these Terms and Conditions from time to time. We will give You at least 30 days' notice prior to the change taking effect if We:
  - 11.1.1. impose or increase fees or charges relating to the use of your IMB Card in Apple Pay;
  - 11.1.2. increase or increase fees or charges relating to the use of your IMB Card in Fitbit Pay;
  - 11.1.3. impose, remove or change a daily or period limit on transactions conducted through your IMB Card in Fitbit Pay.
- 11.2. If we make any of the changes listed in clause 11.1 above, we will notify You in one of the following ways:
  - 11.2.1. by writing to You directly or notifying You by placing a notice in a major national newspaper, depending on the nature of the change;
  - 11.2.2. electronically, by sending a text (SMS) message to the phone number associated with your Fitbit Device or by email to the email address you have provided to us. This communication may contain a link to more detailed information on our website; or
  - 11.2.3. by placing a notice in your statement of account or other material we sent to you.

## **11. Changes to these Terms and Conditions - *Continued***

- 11.3. We will notify You of any other changes on or before the day the change takes effect in one of the following ways:
- 11.3.1. by placing a notice in a major national newspaper;
  - 11.3.2. in writing, or by placing a notice in your statement of account or other material we send to you;
  - 11.3.3. by placing information on our website [www.imb.com.au](http://www.imb.com.au) or on your Internet Banking log on page or with the Mobile Banking App;
  - 11.3.4. by sending You a secure email (accessible through your Internet Banking); or
  - 11.3.5. in any other way agreed to by You.
- 11.4. We will publish new Terms and Conditions within Fitbit Pay. Additionally, these Terms and Conditions are always accessible at [www.imb.com.au/members-important-information](http://www.imb.com.au/members-important-information)
- 11.5. You are responsible for keeping your contact detail information we hold about you up to date and accurate. You can update your contact details by calling IMB Direct on 133 462 or by visiting an IMB Branch.

## **12. General**

- 12.1. If any provision or part-provision of these Terms and Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest of this agreement.
- 12.2. These Terms and Conditions shall be governed by and construed in accordance with the law of New South Wales.