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Google Pay



Google Pay is a mobile application which enables you to make contactless payments using your ING Visa Debit or Credit Card (Card) through a compatible Google device. These Terms and Conditions apply to your use of any ING Card with Google Pay.

In these Terms and Conditions, “we”, “us” and “our” mean ING Bank (Australia) Limited ABN 24 000 893 292 AFSL 229823, Australian Credit Licence 229823 (trading as ING).

1. Account agreements

These Terms and Conditions apply to your use of your Card through Google Pay. By registering your Card with Google Pay to your Google device, you accept these Terms and Conditions and agree to be bound by them.

These Terms and Conditions apply separately from, and in addition to, the terms and conditions that apply to the account you access using your Card. Those terms and conditions continue to apply to the use of your Card with Google Pay. Google Pay is just another way for you to make purchases with your Card.

If these Terms and Conditions are inconsistent with the terms and conditions that apply to any account you access using your Card, the terms and conditions applying to your account prevail to the extent of the inconsistency.

You may not authorise anyone else to use your Card with Google Pay.

These Terms and Conditions set out the agreement between you and us for the use of your Card with Google Pay. They do not apply to the relationship between you and Google, your mobile data provider or any other third party who provides services, applications or websites incorporated into Google Pay. These third parties may impose their own terms and conditions.

2. Using a Card

In order to use your Card with Google Pay, you must first register your Card with Google Pay to your Google device.

When you register your Card with Google Pay to your Google device, a virtual representation of your Card will be created which allows you to use your Card with Google Pay.

Using Google Pay, you can make contactless payments with your Card where contactless payments are accepted by presenting your Google device instead of your physical Card. Limits may apply outside Australia.

More than one Card can be registered on the same Google device. The same Card can be registered on multiple Google devices.

3. Availability

Google Pay is made available by Google.

Google Pay is only available on compatible Google devices that meet the minimum software and hardware requirements and any other eligibility criteria imposed by Google at any time.

We do not control the platform or devices through which Google Pay operates and we are not responsible to you for any failure or delay in Google providing Google Pay unless it is as a result of something we have done or failed to do.

Google Pay may not be available or accepted by all merchants.

4. Fees

We do not charge any fees for the use of Google Pay in addition to the fees and charges that already apply to the use of your Card. However, third party fees and charges may apply to your use of Google Pay, such as those incurred for data usage and text messaging.



5. ING's responsibility

We do not provide the Google Pay service and we are not responsible for its operation or functionality, nor any disruption, failure, malfunction or unavailability of Google Pay. Additionally, we are not responsible for the actions of third parties in respect of any agreement you enter into with them that relates to, or may impact on your use of, Google Pay.

6. Your responsibilities

You must protect and keep confidential any security method or details used in respect of your Google device, including your passcodes, passwords, swipe patterns, fingerprint recognition and other unlock methods, and all other information that is needed to make a purchase on your Card using Google Pay.

You are solely responsible for maintaining the security of your Google device. Your liability for any unauthorised transactions using your Card with Google Pay will be determined in accordance with the terms and conditions governing the use of your Card.

You should:

- follow the card security guidelines set out in the terms and conditions governing the use of your ING Card;
- ensure you only use Google Pay in accordance with these Terms and Conditions;
- not leave your Google device unattended;
- not store anyone else's fingerprint in your Google device;
- delete any fingerprint access to your Google device which is not your own; and
- ensure that any security details to access your Google device or authorise a payment with Google Pay are not easily guessed.

If you believe that someone knows any of your security details that you use to access your Google device or Google Pay, you should change these details immediately. If you upgrade, change or dispose of your Google device, or pass it temporarily to another person (eg. for repair), you must delete your Card from Google Pay.

7. Suspension and cancellation of Google Pay

We may, acting reasonably, prevent you from registering any Card to your Google device, suspend your ability to use your Card with Google Pay, or cancel your ability to continue to use your Card with Google Pay. We may do so if, for example, we reasonably suspect that the Card is being used fraudulently, you have overdrawn the account to which the Card is attached, we determine, acting reasonably, that there is a significantly increased risk that you may be unable to pay any money you owe us in respect of the relevant account, there is a change to applicable laws, we cease to permit Cards to be used with Google Pay or we are directed to do so by Google or Visa.

You may remove a Card from Google Pay at any time following the directions provided through Google Pay for doing so.

8. Loss or theft of a Google device

If your Google device is lost or stolen, you should contact us on 133 464 to delete the Card from Google Pay. If a Card is deleted from Google Pay you will still be able to use the physical Card associated with your account, unless it is also stopped or cancelled.

If you are able to remotely locate, lock or clear the contents of your Google device, you should also take these steps.

You must call us immediately if you believe that any of your security details that you use to access your Google device or Google Pay have been lost, stolen or compromised in any way, or that an unauthorised person has used or could use your Google device or Google Pay security details to make a payment with Google Pay.

9. Your liability for unauthorised transactions

Your liability for unauthorised transactions using your Card with Google Pay will be determined in accordance with the terms and conditions that apply to the account you access using your Card.



10. Card replacement

If the physical Card associated with an account is replaced or renewed, you will need to delete your original Card from Google Pay. Further, you will need to register any new Card issued to Google Pay if you wish to use that new Card with Google Pay.

11. Limitation of liability

We do not provide the Google Pay service and to the extent permitted by law, neither we, nor any of our employees, agents or officers are liable to you for any loss or liability arising from, or any costs, charges or expenses you incur in connection with Google Pay, including in connection with the information on our website or mobile applications. This limitation applies whether your claim would otherwise arise in contract, under the law of torts (including negligence), by statute or otherwise.

This limitation of liability is reduced to the extent our negligence, wilful misconduct or fraud contributes to the loss or other amount claimed.

12. Indemnity

You indemnify and hold us harmless from any claim or demand (including reasonable solicitor's fees) made by any third party due to, or arising out of, your use of a Card with Google Pay in breach of these Terms and Conditions.

This indemnity is reduced to the extent our negligence, wilful misconduct or fraud contributes to the loss or other amount claimed.

13. Privacy

You should read the information provided within Google Pay for details on how Google will handle your personal information in relation to your use of Google Pay.

We will exchange your personal information with Google as necessary, for example, to register a Card to Google Pay and to allow recent transactions to be displayed in Google Pay. If you do not want this information to be exchanged with Google, you must delete your Card from Google Pay. For more information on how we handle your personal information, please read our Privacy Policy available on the ING website.

14. Changes to these Terms and Conditions

We may make changes to these Terms and Conditions at any time for one or more of the following reasons:

- to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
- to reflect any decision of a court, external dispute resolution scheme or regulator;
- to reflect a change in our systems or procedures, including for security reasons;
- as a result of changed circumstances (including adding benefits or new features);
- to respond proportionately to changes in the cost of allowing you to use your Card with Google Pay; or
- to make them clearer.

We will give you:

(a) notice at least 30 days before we:

- (i) introduce or increase fees relating to the use of your Card with Google Pay;
- (ii) increase your liability for losses relating to transactions conducted using your Card with Google Pay; or
- (iii) impose, remove or change a daily or other periodic transaction limit applying to the use of your Card with Google Pay, except where an immediate change is necessary to restore or maintain security or to prevent systemic or individual criminal activity or fraud; or



(b) notice of other changes to these Terms and Conditions before the change takes place, by email or by sending you a message through our online banking system.

If you continue to use your Card with Google Pay following any change, you are taken to have agreed to that change. If you do not agree to any changes to these Terms and Conditions, you should delete your Cards from Google Pay.

15. Questions

If you have any questions regarding registering, using, selecting or deleting a Card with Google Pay, please contact us on 133 464. If you have any other questions about the operation of Google Pay, including any support assistance, please contact Google.

