



Q MASTERCARD®

# GARMIN PAY TERMS OF USE

Effective as at September 2021

## 1. These terms of use

- (a) You agree with Columbus Financial Services Limited (**Q Mastercard**) to these terms of use of the Q Mastercard with Garmin Pay (the **"Terms of Use"**) by:
- (i) adding a Q Mastercard to your Digital Wallet, or
  - (ii) allowing another Additional Cardholder to add a Q Mastercard linked to your Q Mastercard Account to their Digital Wallet.
- (b) These Terms of Use apply in addition to the terms and conditions in your Q Mastercard Terms and Conditions (**Cardholder Terms**). To the extent of any inconsistency between them, these Terms of Use take precedence over the Cardholder Terms.

## 2. Definitions

In these Terms of Use:

- (a) **"Additional Cardholder"** means the person who is issued at your request with a Q Mastercard to operate your Q Mastercard Account.
- (b) **"Digital Wallet"** means the Garmin Pay app on a Garmin Device.
- (c) **"Fit Pay"** means FitPay Inc and includes its related bodies corporate and affiliates.
- (d) **"Garmin"** means Garmin Inc and includes its related bodies corporate and affiliates.
- (e) **"Garmin Device"** means a wearable Garmin device which contains near field communication technology and the minimum required operating system, which we determine is eligible for the registration of a Q Mastercard to be used with Garmin Pay.
- (f) **"Garmin Pay"** means Garmin's mobile payment and digital wallet service that lets users make payments using credit cards or debit cards registered on certain Garmin Devices.
- (g) **"Passcode"** means any or all of the following:
- (i) the code required to unlock a locked Garmin Device;
  - (ii) the fingerprint registered to unlock a locked Garmin Device; or
  - (iii) the biometric face identifier registered to unlock a locked Garmin Device.

Capitalised terms (and the terms **"we"**, **"us"** and **"you"**) used in these Terms of Use, but not defined above, are defined in the Cardholder Terms.

## 3. Your responsibilities and liability

**WARNING: Any person who can unlock your Garmin Device may be able to make transactions using a Q Mastercard registered in Garmin Pay.**

- (a) You agree to protect and keep confidential your Passcode (or any other biometric identifier registered on the Garmin Device) and any other information required for you to make Transactions using your Digital Wallet, including by using a unique number or pattern for your Passcode that is not obvious and cannot be easily guessed, by memorising your Passcode or carefully disguising it, by never keeping a record of your Passcode with any Garmin Device or on your computer and never telling anyone your Passcode, and by taking reasonable precautions when using your Q Mastercard in your Digital Wallet.
- (b) You agree to keep your Garmin Device safe and secure (including by locking it when not in use or when it is unattended), and to remove any Q Mastercard from your Garmin Device before disposing of the Garmin Device.
- (c) You are liable for losses you incur as a result of the use of a Q Mastercard linked to your Q Mastercard Account via Garmin Pay (including losses caused by Unauthorised Transactions) unless:
- (i) any of the circumstances in which you are not liable that are described in the Cardholder Terms apply; or
  - (ii) applicable law provides otherwise.
- (d) In the sections of the Cardholder Terms which deal with your liability in case your Q Mastercard is lost or stolen or in case of unauthorised use, each reference to a "PIN" includes a reference to your Passcode and each reference to a lost or stolen card includes a lost or stolen Garmin Device (with a Digital Wallet to which a Q Mastercard linked to your Q Mastercard Account has been registered), with all necessary modification.
- (e) The Cardholder Terms require you to contact us immediately if you believe there are errors or if you suspect fraud with your Q Mastercard. This includes any fraud associated with your Digital Wallet. If any Garmin Device with a Digital Wallet that contains a Q Mastercard linked to your Q Mastercard Account (other than where your Q Mastercard has been fraudulently added to a Digital Wallet on an Garmin Device without your knowledge) has been lost or stolen, or if you believe the security of such an Garmin Device has been compromised,

you are responsible for ensuring this is reported to us immediately. If this happens, please call us immediately on: **0800 119 100** or **+64 9 580 7399** if you are overseas.

- (f) Any person who can unlock a Garmin Device (with a Digital Wallet that contains a Q Mastercard linked to your Q Mastercard Account) may be able to make Transactions via your Q Mastercard Account. If an Additional Cardholder allows any other person's fingerprint or face identifier to be registered on the Additional Cardholder's Garmin Device, or if the Additional Cardholder shares their Passcode with any other person, you are taken to have authorised that person to transact on your Q Mastercard Account using Garmin Pay. This means that any Transaction using Garmin Pay that is initiated by such person using the fingerprint, face identifier or Passcode will be authorised by you and the Cardholder Terms dealing with Unauthorised Transactions will not apply, which could result in significant loss or liability in relation to such Transactions.
- (g) If a Q Mastercard linked to your Q Mastercard Account is registered to a Digital Wallet (other than where your Q Mastercard has been fraudulently added to a Digital Wallet without your knowledge), you are responsible for ensuring that the Additional Cardholder complies with these Terms of Use.
- (h) If you add a Q Mastercard to an Garmin Device and have other Garmin Devices sharing the same Garmin account (**"Other Devices"**), this may permit the Q Mastercard to be added to the Other Devices and permit users of the Other Devices to see information about your Q Mastercard. Please contact Garmin for more information.

## 4. Using a Digital Wallet

- (a) Your registration of a Q Mastercard to a Digital Wallet is subject to us identifying and verifying you and is at our sole discretion.
- (b) Garmin Pay is provided by Garmin and Garmin Pay's service providers such as FitPay, not by Q Mastercard. Garmin Devices are also not provided by Q Mastercard. You may need to agree to Garmin's terms and conditions in order to use a Digital Wallet (as well as to terms and conditions issued by your telecommunications service provider). You should contact Garmin if you have questions concerning how to use Garmin Pay or problems with your Digital Wallet. Q Mastercard is not liable for the use, functionality or availability of Garmin Pay, any Garmin Device, the availability of Garmin Pay at merchant locations, or a reduced level of service caused by the failure of third party communications and network providers. Q Mastercard is not liable for any loss, injury or inconvenience you suffer as a result of a merchant refusing to accept payment from a Digital Wallet.
- (c) Q Mastercard is not responsible if there is a security breach affecting any information stored in your Digital Wallet or sent from your Digital Wallet. This is the responsibility of Garmin.

## 5. Fees

- (a) Q Mastercard does not charge any additional fees for registering and using your Q Mastercard in a Digital Wallet. All applicable account fees described in the Cardholder Terms still apply.
- (b) There may be charges from your telecommunications provider associated with the use of Garmin Pay and you are responsible for any such charges.

## 6. Suspension, removal or termination of Garmin Pay

- (a) We can block you from adding the Q Mastercard to a Digital Wallet, and/or suspend or cancel entirely your ability to use the Q Mastercard via Garmin Pay. We may take these actions at any time and for any reason, including (without limitation) if we suspect fraud with your Q Mastercard, if you have an overdue or negative balance on your Q Mastercard Account, if applicable laws change or if directed to do so by Garmin or the applicable card scheme (e.g. Mastercard).
- (b) Q Mastercard may cease supporting the use of the Q Mastercard via Garmin Pay at any time, and any such decision is at our sole discretion.
- (c) You may at any time remove the Q Mastercard from your Digital Wallet by following Garmin's procedures for removal.

## 7. Your information and contacting you electronically

- (a) We will collect, use and share your information

(including personal information) in accordance with the Q Mastercard Privacy Policy. This will include Q Mastercard collecting information from Garmin and Garmin's service providers (such as FitPay) to verify you, to ensure your Q Mastercard functions with Garmin Pay, to manage fraud, or for Q Mastercard to provide better assistance to you.

- (b) You agree that Q Mastercard may exchange information about you with Garmin and Garmin's service providers (such as FitPay), the applicable retailer and the applicable card scheme (e.g. Mastercard) to facilitate any Transaction you initiate with a Q Mastercard via Garmin Pay. By registering your Q Mastercard for use with Garmin Pay, you are providing consent for your information to be shared with these parties.
- (c) Q Mastercard may also share your information to make available to you in your Digital Wallet information about your Q Mastercard transactions, or to assist Garmin in improving Garmin Pay. We are not responsible for any loss, injury or other harm you suffer in connection with your use of your information.
- (d) You agree that we may contact you electronically (for example via SMS, email, or notifications in your Digital Wallet), and that this will be considered written notice for the purpose of complying with any written notice requirements in these Terms of Use.

## 8. Amendments to Terms of Use

- (a) Q Mastercard may amend these Terms of Use by giving you notice as described below. You agree to any such amendments by continuing to keep a Q Mastercard in your Digital Wallet.
- (b) 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 any such changes as soon as practicable.
- (c) We will give you 20 days' prior written notice of any changes which:
- (i) impose charges relating solely to the use of Garmin Pay;
  - (ii) increase your liability for losses relating to Transactions conducted via Garmin Pay; or
  - (iii) impose, remove or change your daily transaction limit or other periodical transaction limit applying to the use of Garmin Pay.
- (d) Otherwise, we may make any other changes to these Terms of Use by notifying you before the change takes place.
- (e) Notice may be given by letter or by electronic means as set out in paragraph 8(c) above.
- (f) The current Terms of Use will always be available for you to view at [https://www.qmastercard.co.nz/wp-content/uploads/QMC\\_GarminPay\\_Terms.pdf](https://www.qmastercard.co.nz/wp-content/uploads/QMC_GarminPay_Terms.pdf)

## 9. Trademarks

Garmin and the Garmin logo and Garmin Pay are trademarks of Garmin Inc.