

## Google Pay Terms and Conditions

### Google Pay for AmBank / AmBank Islamic Visa Credit Card/-i and AmBank / AmBank Islamic Mastercard Credit Card/-i

**REMINDER: All Eligible Card cardholders (as defined below) are hereby reminded to read and understand the terms and conditions below and the updated terms and conditions (if any) which are available at [www.ambank.com.my](http://www.ambank.com.my). If the Eligible Card cardholders do not understand any of the terms and conditions and/or the updated terms and conditions (if any), the Eligible Card cardholders are advised to discuss with any of the Bank's staff, representative or agent.**

The terms and conditions herein are in addition to and to be read together with the AmBank (M) Berhad (196901000166 (8515-D))/AmBank Islamic Berhad (199401009897 (295576-U)) (collectively referred to as "Bank") relevant credit card/credit card-i agreements (collectively referred to as "Cardholder Agreement") which govern the use of the credit card/credit card-i issued by the Bank. In the event of any discrepancy or inconsistency between these Terms and Conditions and the Cardholder Agreements, these terms and conditions shall prevail in so far as it relates to the Campaign.

Words denoting person shall include living persons and, if and where applicable, body or persons incorporated or unincorporated. Words importing the singular shall also include the plural and vice-versa. Words importing the masculine gender shall include the feminine and neuter gender.

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Google Pay enables you to make contactless payments using your AmBank/AmBank Islamic Visa Credit Card/-i and AmBank/AmBank Islamic Mastercard Credit Card/-i (Eligible Card) through a compatible Android device. The Eligible Card used for Google Pay is governed by the Terms and Conditions herein.

In these Terms and Conditions, "we", "us" and "our" mean AmBank/AmBank Islamic.

#### 1. Account agreements

By adding your Eligible Card to your Android device, you accept these Terms and Conditions and agree to be bound by them.

These Terms and Conditions is independent from, and shall be treated as in addition to, any other the terms and conditions including the Cardholders' Agreement. For the avoidance of doubt, those other terms and conditions continue to apply to the use of your Eligible Card with Google Pay. Google Pay is just another way for you to make purchases with your Eligible Card.

If the Terms and Conditions herein are inconsistent with Cardholders' Agreement, the Cardholders' Agreement will prevail to the extent of the inconsistency.

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

These Terms and Conditions set out the agreement between you and us for the use of your Eligible 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 an Eligible Card

In order to use your Eligible Card with Google Pay, you must first add your Eligible Card to your Android device. You may be required to take steps to verify your identity for security reasons before an Eligible Card can be added to your Android device. You should ensure that the mobile phone number and email address we hold for you are up to date to facilitate this process.

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When you add your Eligible Card to your Android device, a digital representation of your Eligible Card will be created allowing you to identify the Eligible Card(s) that you have added to your Android device.

With Google Pay, you can make contactless payments using your Eligible Card provided that such merchant accepts payment or contactless payment via Google Pay.

You are reminded to maintain the privacy of your Eligible Card and shall refrain from adding an Eligible Card of another person to your Android device. Additionally, if you choose to add your Eligible Card to another person's Android device or add an Eligible Card that does not belong to you the Bank will not be accountable for any transaction made using that particular Eligible Card on Google Pay.

#### **3. Availability**

Google Pay is made available by Google.

Google Pay is only available on compatible Android devices.

We do not control over the platform or devices that Google Pay operates on and we shall not be held responsible for any failures or delays in Google's provision of Google Pay unless it is directly attributed to our actions or omissions.

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

#### **4. Using Google Pay**

If you have multiple mobile wallets (e.g., Samsung Pay) in your device and you wish to use Google Pay, you may need to select Google Pay as your default mobile wallet within your Android Device settings.

You are limited to three (3) consecutive contactless transactions up to a maximum of Ringgit Malaysia Two Hundred Fifty (RM250) per transaction without needing to unlock your Android Device (i.e screen lock). For security reasons, you will be prompted to unlock your phone to proceed on the fourth (4th) transaction.

Contactless Transactions without PIN verification are capped at Ringgit Malaysia Two Hundred Fifty (RM250) per transaction. You will be required to perform PIN verification for contactless transactions above Ringgit Malaysia Two Hundred and Fifty (RM250).

#### **5. 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 Eligible Card. It is important to be aware that there may be third-party fees associated with your use of Google Pay, which include charges for data usage and text messaging. Please note that these charges are beyond our control.

#### **6. AmBank/AmBank Islamic's responsibility**

We do not provide Google Pay, and we are not accountable for its operation or functionality. Any disruptions, failures, malfunctions or unavailability of Google Pay are beyond our control. Moreover, the actions of third parties in respect of any agreement you make with them that effect your use of Google Pay are not our responsibility.

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#### 7. Your responsibilities

You must ensure the utmost protection and confidentiality of all security measures and information pertaining to the use of your Eligible Card on your Android device. This includes but not limited to passcodes, passwords, fingerprint recognition and other means of unlocking or authorizing payments with Google Pay.

You are solely responsible for maintaining the security and protection of your Android device. Any unauthorized transaction made using your Eligible Card through Google Pay will subject to the terms and conditions that govern the use of your Eligible Card.

You should:

- (a) follow and adhere to the card security guidelines outlined in the Card Agreement that govern the use of your Eligible Card;
- (b) ensure you only use Google Pay in accordance with these Terms and Conditions;
- (c) not leave your Android device unattended;
- (d) not store anyone else's fingerprint in your Android device;
- (e) delete any fingerprint access to your Android device which is not your own; and
- (f) ensure that any security details to access your Android device or authorise a payment with Google Pay are protected at all time.

If you believe that someone knows any of your security details that you use to access your Android device or authorise a payment with Google Pay, you should your security details immediately. In event of upgrading, changing or disposal of your Android device, or passing it temporarily to another person (eg. for repair), you must delete your Eligible Card from Google Pay.

#### 8. Suspension and deletion of Eligible Cards

We may prevent you from adding any Eligible Card to your Android device, suspend your ability to use your Eligible Card with Google Pay, or delete your Eligible Card from Google Pay. We may do so if, for example, we suspect that a person other than you is attempting to add or use your Eligible Card, we suspect that the Eligible Card is being used fraudulently, you have overdrawn the account to which the Eligible Card is attached, we determine 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, the account you access using your Eligible Card is closed, there is a change to applicable laws, we cease to permit Eligible Cards to be used with Google Pay or we are directed to do so by Google or Visa/Mastercard. You may suspend the use of your Eligible Card with Google Pay, resume the use of an Eligible Card which you have suspended, or delete an Eligible Card from Google Pay at any time by following the directions provided through Google Pay for doing so.

#### 9. Replacement Eligible Cards

If the physical Eligible Card associated with your account expires or is damaged and we issue you with a replacement, the original Eligible Card will be automatically replaced with the new Eligible Card on your Android device for use with Google Pay when you activate the new Eligible Card with us.

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If the physical Eligible Card associated with your account is lost or stolen and you report this to us, the original Eligible Card will be automatically deleted from Google Pay. You will need to add any new Eligible Card we issue to you to your Android device if you wish to use that new Eligible Card with Google Pay.

#### **10. Loss or theft of an Android device**

If your Android device is lost or stolen, you should contact us at +603-2178 8888 from 7.00 a.m. to 11.00 p.m. daily or email to [customer@ambankgroup.com](mailto:customer@ambankgroup.com) to delete the Eligible Card from Google Pay.

To ensure security of your Google ID account, it is essential that you log in to the Google ID account page or use Find My Device to suspend and delete all cards from Google Pay. In event that an Eligible Card is removed from Google Pay, you will still be able to use the physical Eligible Card linked to your account, provided it has not stopped or cancelled.

In the event that you suspect any compromise to your security details used to access your Android device or authorise a payment with Google Pay, it is imperative that you contact us immediately. This include instances where your security details have been lost, stolen or compromised in any manner or if an authorized party has exploited or could potentially exploit your Android Device Google Pay security details to make a payment. Additionally, you must promptly change your credentials to prevent any unauthorized use of your Card or your personal information. Furthermore, if you acquire a new Android Device, please be sure to delete all your Cards and other personal information from your previous Android Device.

#### **11. Your liability for unauthorised transactions**

Your liability for unauthorised transactions using your Eligible Card with Google Pay will be determined in accordance with the Cardholders' Agreement.

#### **13. Indemnity**

You shall 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 Eligible Card with Google Pay in breach of these Terms and Conditions save and except such claims and demand is attributed directly from our gross negligent, fraud and wilful default.

#### **14. Notifications**

We may send you notifications regarding the use of your Eligible Card with Google Pay by email, SMS, secure message in online banking, or post.

#### **15. Privacy**

Please refer to the information provided within Google Pay for a comprehensive understanding of how Google will handle your personal information in relation to your use of Google Pay.

It is essential to note that we will exchange your personal information with Google as required. This include adding an Eligible Card to Google Pay and displaying recent transactions. If for any reason, you do not wish this information to be shared with Google, it is imperative that delete your Eligible Card

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from Google Pay. For a detailed insight into how we handle your personal information, please refer to our Privacy Policy available on the <https://www.ambank.com.my/eng/privacy-policy> website.

#### 16. Variation of Terms and Conditions

We reserve the right to vary these Terms and Conditions as necessary, based on the following reasons:

- (a) to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
- (b) to reflect any decision of a court, ombudsman or regulator;
- (c) to reflect a change in our systems or procedures, including for security reasons;
- (d) as a result of changed circumstances (including adding benefits or new features);
- (e) to respond proportionately to changes in the cost of allowing you to use your Eligible Card with Google Pay; or
- (f) to enhance clarity.

We will provide to you:

- (a) notice of at least 21 calendar days before we:
  - i. introduce or increase fees relating to the use of your Eligible Card with Google Pay;
  - ii. increase your liability for losses relating to transactions conducted using your Eligible Card with Google Pay; or
  - iii. impose, remove or change a daily or other periodic transaction limit applying to the use of your Eligible 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) prior notice of other changes or variation to these Terms and Conditions through email or message notification our online banking system.

By utilizing your Eligible Card with Google Pay following any changes or variation, you are hereby acknowledging your acceptance of the aforesaid changes or variation. In the event that you are not agreeable to any of the changes or variation, it is advisable that you take the necessary steps to remove your Eligible Cards from Google Pay.

#### 17. Questions

For any queries or concerns related to the addition, usage, selection or removal of an Eligible Card with Google Pay, you may reach out to us at +603-2178 8888 from 7.00 a.m. to 11.00 p.m. daily. Alternatively, you may also contact our team via email at [customercare@ambankgroup.com](mailto:customercare@ambankgroup.com). Should you require any further assistance or have any inquiries regarding functionality of Google Pay, including any technical support, kindly reach out directly to Google.