

Terms and conditions for using Google Pay with your Investec Visa Card

These terms and conditions (“**Terms**”) are applicable to the use by you of your Investec Visa card on Google Pay, which govern the processing of card transactions using Google Pay and which forms part of and are deemed to be incorporated in the Investec Private Bank Account terms and conditions (and all other applicable product terms and conditions) as amended from time to time (“**General Terms and Conditions**”) (the Terms and general terms and conditions collectively referred to as the “**Agreement**”). The Agreement will therefore govern the use of our Visa card on Google Pay.

A copy of the latest version of these Terms and the general terms and conditions can either be requested from us or be obtained from our [website](#). By uploading your Investec card onto the Device App or clicking accept, you acknowledge that you have read, understand and agree to be bound by these Terms. If you do not accept to be bound by these Terms then do not use or otherwise enroll your card onto the Google Pay App.

Words and expressions used in these Terms which are not defined, shall have the meaning ascribed to them in the general terms and conditions. If there is any conflict between these Terms and the general terms and conditions, these Terms will apply.

Please take note of the following:

These Terms contain limitations of Investec’s liability in relation to the processing of card transactions via Google Pay. This is in light of the inherent risk in using a device pay application such as Google Pay, including the risk of potential fraud or loss that may arise from unauthorised access to your Google Pay App and of a compromise of the security features on the device or arising from either Google, the Device Provider or you minimising, disabling or deactivating any security features, controls or measures (whether intentionally or unintentionally) on the Google Pay App or on the device or any loss arising from the failure of Google or the Device Provider to implement appropriate security measures within the Google Pay App or the device.

The “**Google Pay Terms**” are set out in the Google Terms of Service, read with the Google Pay Terms of Service which apply to your use of Google Pay. You acknowledge the risk associated with the use of Google Pay and understand that the Google Pay Terms contain disclaimers of Google’s liability and can be amended from time to time and that your use of Google Pay is entirely at your own risk as Google does not accept any liability for losses arising from card transactions processed using Google Pay. You need to ensure that you are aware of the latest version of the Google Pay Terms.

1. Definitions

The headings in these Terms are for reference only. Words importing one gender include the other genders; words in the singular include the plural and vice versa; and natural persons include created entities. The following expressions have the following meanings:

- 1.1 “**card**” means an Investec Visa card, issued by Investec to the client;
- 1.2 “**device**” means any device compatible for use with Google Pay and includes a mobile phone, tablet, wearable device or smart watch;

- 1.3 “**Device Provider**” means the third party provider of the device;
- 1.4 “**Google**” means Google LLC, a company organized under the laws of the State of Delaware, USA, and operating under the laws of the USA, and its group companies;
- 1.5 “**Google Pay/Google Pay Application**” means the payment service made available through the Google Pay application installed on your device which is specific to compatible devices and allows you to enroll cards and make payments or facilitate other transactions using the device and to receive notifications and details of transactions made using the device;
- 1.6 “**digital card**” means storing your card as a virtual card on your device for purposes of using Google Pay;
- 1.7 “**Investec/we/us/our**” means Investec Bank Limited and/or any duly appointed agent of Investec;
- 1.8 “**passcode**” means a confidential code chosen by you used to unlock a device, including a password, pattern or biometric identifier;

2 Terms

- 2.1 In order to use Google Pay you need to install the relevant Google Pay Application onto your device. You can then either add your card to Google Pay through the Google Pay Application or by calling Investec’s Client Support Centre to assist you in linking your card. You are alerted that no verification process is activated by Investec each time that a card transaction is processed, arising from the technical nature of the Google Pay features. Accordingly, you will not receive a One Time Pin or similar verification from Investec each time you make a card payment. You acknowledge that this may pose potential risk to you and that you will take appropriate steps to ensure that unauthorised card transactions and transactions processed by you in error are minimised and avoided. You are liable for all card transactions when the card transaction has been successfully processed using Google Pay, unless Investec acted fraudulently or with gross negligence.] We are not acting as agent for and on behalf of Apple in relation to your use of the Apple Wallet App or any other related services.
- 2.2 We are not responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or function of Google Pay or of the device. Investec cannot control the relevant access and verification mechanisms on the device used for the Google Pay App nor is it able to control or influence access to any Google Pay App and/or any faults or failures or software or network faults or errors in relation to the device and/or the Google Pay App which may result in you being unable to process card transactions and Investec shall not be held liable for any inability to timeously and successfully process card transactions.
- 2.3 You must ensure that you keep your device secure at all times and implement a passcode and/or any other verification mechanism to ensure the safety of your information. Any passcodes and/or other verification mechanisms should be kept safe as well. You acknowledge that your failure to do this may result in unauthorised use of your account, card/s (whether digitally or otherwise) and/or other information. You are solely responsible for maintaining the security of your device, digital card/s, the Google Pay App, your account, any of your card/s, passcodes and/or other verification mechanisms.

- 2.4 You accept the security level attributed to the Google Pay App as provided by Google and you should ensure that you adopt the most stringent security features on your device, as recommended and offered by the Device Provider or Google, as the case may be, in order to protect the card information and mitigate the risk of card fraud.
- 2.5 You agree that you will be liable for any card transactions incurred on the Google Pay App including the intentional or unintentional loading of your card on Google Pay.
- 2.6 If you are of the opinion that there has been fraud committed on your card, account or device, contact Investec 24/7 global Client Support Centre immediately.
- 2.7 The Google Pay Terms applicable to the use of Google services are separate and distinct from our services, systems and terms of the agreement. It is your responsibility to read and understand the Google Pay Terms before enrolling and activating your card/s on or using a digital replica of your card/s through Google Pay. You agree to comply with the agreement notwithstanding any conflict between the agreement, the Google Pay Terms and any other third party terms and conditions, including any agreement in place with the Device Provider.
- 2.8 Any dealings, communication, correspondence and interaction with Google will be at your own risk and solely between yourself and Google including (amongst other things) matters related to your use of Google services including the Google Pay Apps, any terms, conditions, warranties or representation associated with such dealings, communication, correspondence and interactions.
- 2.9 Except as required by applicable law, Investec will not be responsible to you for any certification, clarification or directive or be responsible for any obligations or liability owing by you arising from your use of Google Pay App.
- 2.10 You must remove and delete card information from a device that is no longer being used or when it is provided for repair and you must immediately notify Investec's client support centre telephonically where the device on which Google Pay is loaded has been stolen, lost or misappropriated, in order for us to delete any identifiable token linked to your card/s. Any delay in providing notification to us shall be presumed to be sufficient proof of negligence on your part and you will bear the onus of proving the contrary.
- 2.11 Investec shall not be held liable for any loss or damage suffered by you due to
- 2.11.1 the unauthorised use of your account and card/s (whether digitally or otherwise);
- 2.11.2 your use or inability to use the any Google Pay App and/ or the Google Pay services, including, but not limited to, being able to successfully carry out a card transaction or for reasons related to Google's amendment to, suspension or termination of the Google Pay App or Google Pay service;
- 2.11.3 Google or the Device Provider's failure to adequately implement the Google Pay App access control security measures or to rectify (whether timeously or at all) any vulnerabilities in the device's security measures; and
- 2.11.4 your deactivation of any of the default device and application security measures provided by Google, the Device Provider or Investec or your failure to implement any of the device security measures recommended by Google or the Device Provider.
- 2.12 Only one unique card number may be loaded to a specific user's profile on a device app and may not be linked to multiple users using the same Google Pay account.
- 2.13 Any information, including personal information which is collected by the Google Pay App is subject to the Google Pay Terms and Google's privacy notice/statement and any other relevant third-party agreements and is not governed by our data protection policy, our general terms and conditions or these Terms. It is incumbent on you to familiarise yourself with Google's privacy terms. You acknowledge that Google does not accept liability for any loss or corruption of data. Investec assumes no responsibility for such processing activity and shall not be held liable for any losses or damages arising from Google or any Device Provider's processing of your information.
- 2.14 However, in order to utilise your digital card/s on the Google Pay App we may be required to share your personal information with any third party who provides services to us in respect of the Google Pay services. The processing of your personal information in such circumstances will be subject to the Investec privacy policy.
- 2.15 Subject to our rights to suspend or cancel your card/s as set out in the General Terms and Conditions, we reserve the right to amend or discontinue our support or offering of or participation in Google Pay. We will give you reasonable notification of such amendment or discontinuation by mail, e-communication or through any other reasonable medium that Investec may deem appropriate.
- 2.16 We will not charge extra fees for you to use your digital card/s on the Google Pay Applications. Third-party terms and conditions, including the Google Pay Terms may however, contain fee limitations and restrictions which may affect the use of your digital card/s on your device. You will be liable for any such fees charged by Google or any other third party for using the Google Pay App.
- 2.17 You hereby authorise Investec to effect transactions in accordance with your instructions issued when using the Google Pay App. You acknowledge and agree that:
- 2.17.1 Investec is not acting as your agent when paying an amount as instructed by you when using the Google Pay App; and
- 2.17.2 Investec is entitled, but not obliged, to carry out the instruction once given and that it may not be possible to reverse any transaction resulting from such instruction; and
- 2.17.3 Investec shall not be obliged to verify the information or any transaction, including without limitation, the account numbers, merchant names or amounts stipulated in any instruction.
- 2.18 We will not in any way be liable for any failed transaction, if your digital card/s is not acceptable to, or is dishonoured by, any merchant and/or any other party for any reason or if we decline to approve any transaction.
- 2.19 We will not be liable for any interruptions which affect the functioning of your digital card/s on the Google Pay App including network related failures and/or interruptions, or unavailability of Google Pay.
- 2.20 We reserve the right to amend and update these Terms and will provide you with reasonable notice thereof.
- 2.21 You may terminate your agreement to these Terms by removing your digital card/s from the Google Pay App on your device at any time.