

# AMDCAPITALLCMONEY TERMS & CONDITIONS FOR GOOGLE PAY

April 2023

These terms and conditions contain important information relating to your Card use with Google Pay ("**These Terms**").

## 1. DEFINITIONS AND INTERPRETATION

- 1.1. Unless terms are specifically defined in These Terms, then other terms shall have the same meaning as given in the amdcapitalllcMoney Terms.
- 1.2. "**amdcapitalllcMoney Terms**" means the terms and conditions applicable to the amdcapitalllcMoney Services or Add-On Services (including but not limited to the amdcapitalllcMoney Account, Card and amdcapitalllcMoney App).
- 1.3. "**Access Credentials**" means personalised information that is required to authorise a payment, verify one's identity, or gain access to an Android Device and to either your Google Pay and/or amdcapitalllcMoney App stored on it. Examples of such information include passwords, security codes, and biometric identifiers.
- 1.4. "**Android Device**" means a device such as a phone, tablet or smartwatch which uses a compatible Android operating system.
- 1.5. "**Google**" means Google Ireland Limited whose principal place of business is at Gordon House, Barrow Street, Dublin 4, Ireland.

## 2. TERMS AND CONDITIONS

- 2.1. When you use Google Pay, These Terms along with all agreements, terms and conditions between you and us will continue to apply in the usual way.
- 2.2. In the event of any inconsistency between These Terms and the amdcapitalllcMoney Terms, These Terms will prevail to the extent of the inconsistency with respect to your Card use with GooglePay. In all other cases, the amdcapitalllcMoney Terms shall prevail.
- 2.3. Transactions you make using Google Pay are subject to the amdcapitalllcMoney Terms, as well as any terms of use relating to Google Pay which you may agree to with Google.
- 2.4. By using Google Pay to transact, you authorise a payment with your Card, and we will treat any transaction using your Access Credentials as authorised by you.

## 3. ELIGIBILITY

In order to use Google Pay, you must use any eligible Card which is in your name and that hasn't been cancelled, blocked or expired and meet all other eligibility requirements, including according to amdcapitalllcMoney Terms.

## 4. LIMITATION OF LIABILITY

- 4.1. Google Pay is offered by Google, and we are not responsible to you or any third party for your use of the Google Pay service or for any service, information, software, or hardware provided by Google or any other third party. Any failures, faults, or security, availability or performance issues or any other circumstances that interrupt, prevent or otherwise affect the function of Google Pay, third party or your Android Device are not our liability. We are not responsible for any damage, costs, loss, liability, claims for compensation, or expenses incurred or suffered by you, directly or indirectly under or in connection with your use of Google Pay or any such

third party services. For more information on these matters, we advise you to review Google's Google Pay terms.

- 4.2. Please be aware that your Android Device provider, your wireless carrier, and other third party services, providers or apps related to your use of Google Pay may have their own separate terms and conditions and privacy policies. We are not responsible for any agreement you enter into with these third parties.

## **5. FEES**

At present, we do not charge a fee for your Card use with Google Pay. However, please be aware that third party service providers may charge fees or impose limitations, or restrictions that could impact your Card usage via Google Pay on your Android Device. You are solely responsible for any associated fees and agree to comply with all relevant limitations or restrictions.

## **6. PERSONAL DATA AND PRIVACY**

- 6.1. You hereby confirm and acknowledge that adding your card to Google Pay requires you to share your personal data, including your Card details with Google.
- 6.2. You will be subject to Google's Google Pay terms and privacy policies which you agreed to them with respect to your personal information shared with Google, so please read them to understand how Google collects and uses your information.

## **7. PROTECTING YOUR ACCESS CREDENTIALS**

- 7.1. In addition to the steps detailed in the amdcapitalllcMoney Terms to keep your Card details secure, you must take, as far as reasonably possible, these additional steps to ensure your Card use with Google Pay is secure:
  - a. It's your responsibility to ensure the confidentiality of your Access Credentials. Just like you protect your physical cards, as well as other personal identification numbers and passwords, you should also keep your Access Credentials and Android Device secure to prevent unauthorised access.
  - b. If Access Credentials of someone else are added to an Android Device, you should promptly take action to remove such Access Credentials.
  - c. It's your responsibility to make sure you delete all your personal data and Card details from Google Pay when you change or swap your Android Device.
  - d. If your Android Device is lost, stolen or is used without your consent, please let us know as soon as possible.
- 7.2. We are not responsible for damage, costs, loss, liability, claims for compensation, or expenses incurred or suffered by you, directly or indirectly under or in connection with you not abiding with the provisions detailed above.

## **8. SUSPENSION, CANCELLATION AND CHANGE TO FUNCTIONALITY**

- 8.1. We reserve the right to discontinue offering or supporting the use of Google Pay with your Card.
- 8.2. We reserve the right to block, limit, reduce, suspend or terminate your ability to use your Card with Google Pay if we suspect you are in violation of the amdcapitalllcMoney Terms, These

Terms, the Acceptable Use Policy (all of which are available on our [Website](#)), Google's Google Pay terms or any third party agreements.

- 8.3. At any time, you may remove your Card from Google Pay by using the relevant button or link in the app on your Android Device. In such instances, you authorise us to proceed with processing any pending transactions.

## **9. CHANGING THE TERMS OF OUR AGREEMENT WITH YOU**

- 9.1. We reserve the right to change These Terms at any time. If you do not agree to a change to These Terms you must remove your Card from Google Pay. In such instances, you authorise us to proceed with processing any pending transactions. We will treat you continuing to use your Card with Google Pay as acceptance of any changes to These Terms.