

## **Important Information and Terms and Conditions for Fitbit Pay**

### **Important information under the Financial Services (Distance Marketing) Regulations 2004**

This notice contains extra information about Fitbit Pay and your right to cancel it. Fitbit Pay enables you to make transactions using your Fitbit Device. This service is available through Your Fitbit Device by registering Your Danske Debit and/or Credit Card on the Fitbit App.

#### **Your right to cancel**

You have a right to cancel Fitbit Pay, without giving a reason for doing so, within 14 days of the day after the day of the conclusion of the contract (which is the date upon which you register for the service). A copy of the terms and conditions is set out below. You should download and save, or print a copy of, the terms and conditions for Your records.

If you exercise your right to cancel then you will still be liable for any liabilities accrued prior to the date that you cancel.

If you do not exercise your right to cancel you will be bound by the Terms and Conditions.

#### **How to exercise your right to cancel**

You can exercise your right to cancel Fitbit Pay by giving us written notice in any of the following ways.

- Posting it to P.O. Box 2111, Belfast BT10 9EG or to Danske Bank, Donegall Square West, Belfast BT1 6JS, or handing it in at any Danske Bank branch in Northern Ireland.
- By email to [homepage\\_requests@danskebank.co.uk](mailto:homepage_requests@danskebank.co.uk)
- By phone by contacting us on 0345 600 2882

### **Terms and Conditions for Fitbit Pay**

#### **1. Introduction**

- 1.1. Fitbit Pay is a service that enables you to use a supported Fitbit device to complete payments at compatible contactless terminals using a digital version of your Danske Bank Debit or Credit Mastercard.
- 1.2. Payment with your digital card is made using the contactless functionality on the merchant's terminal similar to using the contactless functionality on the card itself. With Fitbit Pay, once you have verified your card and authenticated yourself with your PIN number, you will be able to pay with your Fitbit for up to 24 hours without having to re-enter your PIN number provided that the Fitbit continues to register your pulse.
- 1.3. These terms and conditions for Fitbit Pay are valid and effective from the date of registration of your Danske Bank Mastercard for use of the service. By registering your Danske Bank Mastercard for use with Fitbit Pay, you also accept such Fitbit terms, conditions and policies that apply to your use of the service.

#### **2. Terms and Conditions**

- 2.1. These terms and conditions for Fitbit Pay are in addition to the terms and condition that apply to the Eligible Card you have registered in the Fitbit App and to the terms and conditions that apply to your account. Unless otherwise stated, where these terms and conditions for Fitbit Pay are not consistent with any of the other aforementioned Terms and Conditions, then these terms and conditions will apply to the extent of that inconsistency.

### 3. Definitions

- 3.1. The following definitions apply to these terms and conditions for Fitbit Pay;

**“Fitbit”** means the corporation having its headquarters at 199 Fremont Street, 14<sup>th</sup> Floor, San Francisco, CA 94105, USA.

**“Fitbit App”** means the Fitbit mobile app.

**“Fitbit Pay”** means the service operated by Fitbit, which allows you to make contactless payments to participating merchants with your Fitbit Device.

**“Fitbit Pay Terms of Service”** means any agreement entered into between you and Fitbit in connection with Fitbit Pay.

**“Fitbit Device”** means a device which supports Fitbit Pay.

**“Device Account Number”** means a unique number, which is created during the registration process linking your Eligible Card to your Fitbit Device.

**“Eligible Card”** means an active credit or debit Mastercard from Danske Bank in your name, which can be registered for Fitbit Pay.

**“One Time Verification Code”** means the activation code required to complete your Fitbit Pay registration.

**“PIN ”** means the 4-digit PIN number you use as the security feature on your Fitbit Device.

**“Token”** means a transaction specific dynamic security code.

### 4. Registering for Fitbit Pay

- 4.1. To register for Fitbit Pay you must:

- (i) Create a Device Account Number linking your Eligible Card to your Fitbit Device. You can do this by opening the Fitbit App on your phone and following the on screen instructions.
- (ii) Confirm your identity by either entering a One Time Verification Code that will be sent to you via SMS or by calling us on the phone number presented during the registration process.
- (iii) Create a 4-digit PIN for your Fitbit Device. The PIN must be kept secret in the same way as the PIN for your Eligible Card.

- 4.2. You must accept these terms and conditions to use Fitbit Pay. The terms and conditions are available on [www.danskebank.uk/fitbitpay](http://www.danskebank.uk/fitbitpay).

- 4.3. Fitbit Pay is provided by Fitbit and by using it you are subject to the Fitbit Pay Terms of Service, and to any other Fitbit or third party agreements which apply. We are not

responsible for any agreements you enter into with Fitbit or with any other third parties in connection with Fitbit Pay, and we are not liable to you for its provision, functioning and security.

- 4.4. We may allow you to register the same Eligible Card on more than one Fitbit Device. You must, however, continue to keep your Fitbit Device secure and your PIN and other security details confidential.

## **5. Using Fitbit Pay**

5.1. When you register for Fitbit Pay you agree that:

- (i) We will process your personal information in order to allow your Eligible Card to be used for Fitbit Pay;
- (ii) We will collect personal information about you from Fitbit in order to confirm your identity, to check your eligibility for Fitbit Pay and to help prevent fraud;
- (iii) We share anonymised information relating to your Fitbit Pay transactions with Fitbit in order to improve and develop its technology.
- (iv) We will display your recent Fitbit Pay transactions on your Fitbit Device for your convenience.

5.2. We will at all times comply with our obligations under Data Protection Law and with the terms of our leaflet – How we use your business and personal information. Copies of this leaflet are available on our website at [www.danskebank.co.uk/fitbitpay](http://www.danskebank.co.uk/fitbitpay) and in our branches. Fitbit is separately responsible to you for how they use and manage any personal information you provide to it.

5.3. If we replace your Eligible Card, you may be required to register your new Eligible Card for Fitbit Pay.

5.4. When you use Fitbit Pay, you must not:

- (i) Use it to do anything illegal;
- (ii) Use it in a way that could damage our systems or other Fitbit Pay users
- (iii) Do anything that Fitbit or we tell you not to;
- (iv) Disobey any laws that apply to the place where you use Fitbit Pay

## **6. Joint Accounts**

6.1. Provided that we hold an appropriate mandate, each joint account holder can register their Mastercard for Fitbit Pay.

## **7. Making a Payment**

- (i) Before making a payment with your Fitbit Device you must authenticate yourself with your PIN. The authentication is valid for up to 24 hours provided that the Fitbit Device continues to register your pulse.
- (ii) When you use Fitbit Pay in stores, you must activate the Fitbit Device by clicking a button and hold the Fitbit Device close to the point of sale terminal.
- (iii) When payment is authenticated, your Fitbit Device provides your Device Account Number and Token to the store's point of sale terminal. Your payment information is verified by checking the Token to ensure it is unique and tied to your Device Account Number. Payment may then be made from your account.

## **8. Payment Limits**

- 8.1. Fitbit Pay allows you to make payments at any amount, when you have authenticated yourself with your PIN. However, the general limits that apply to transactions with your Eligible Card also applies to transactions made with Fitbit Pay and may vary between different point of sale terminals.

## **9. Security**

9.1. In addition to any other obligations or responsibilities you may have under these terms and conditions, you must take all reasonable steps to maintain the confidentiality of any information shown or stored on your Fitbit Device in connection with your use of Fitbit Pay. You are solely responsible for the safety and security of your Fitbit Device. In particular, you must:

- (i) Use appropriate security, including PIN number, on your Fitbit Device.
- (ii) Never give anyone else your PIN code or other security details. If you suspect that someone knows them, change them immediately and if necessary, suspend or disable Fitbit Pay or remove your registered Eligible Cards from Fitbit Pay.
- (iii) Make sure that no other person has access to your Fitbit Device when Fitbit Pay is installed.
- (iv) Before you dispose of, or replace your Fitbit Device, you must ensure that you have removed all information relating to your Eligible Card.

## **10. Changes to Fitbit Pay**

- 10.1. Fitbit may change Fitbit Pay at any time, or cease to offer it. You should check with Fitbit for more information.
- 10.2. If we make any changes to these terms and conditions, we will notify you as set out in the terms and conditions for your Eligible Card or, where applicable, the terms and conditions of your account after which the continued use of your Eligible Card for Fitbit Pay will mean that you have accepted the changes. When there are changes, we may ask you to read and accept any changes before you can continue to use Fitbit Pay. If you do not agree to such changes, you may remove your registered Eligible Card from Fitbit Pay.

## **11. Suspension and Removal of Fitbit Pay**

11.1. We may refuse to register you for Fitbit Pay, or to block or restrict your Eligible Card where we have reasonable grounds for doing so. This includes where we become aware of behaviour that we (acting reasonably) consider may be indicative of fraud in respect of your registration or account, if you have a negative or overdue account balance or if we are instructed to do so by Fitbit or the Eligible Card Provider. Fitbit, the Eligible Card Provider or some other third party may also block, restrict, suspend, cancel or otherwise terminate your use of Fitbit Pay without reference to us.

11.2. Where we have exercised our rights under this clause, we will where reasonably possible, (and where it would not be a breach of security or be against the law) give you appropriate notice of our intention to do so and explain our reasons.

## **12. Termination**

12.1. We can terminate these terms and conditions for any reason by giving you at least two months' notice.

12.2. If Fitbit cease to offer Fitbit Pay, or if we cease to offer Fitbit Pay due to security reasons or compliance with the law these terms and conditions will terminate automatically.

12.3. You can terminate the use of your Eligible Card for Fitbit Pay at any time by removing your Eligible Card details from the service.

12.4. If your account or Eligible Card is terminated in accordance with the provisions of the terms and conditions that apply to your account or your Eligible Card, then registration of your Eligible Card for Fitbit Pay will be automatically terminated.

12.5. Any termination of these terms and conditions is without prejudice to any accrued rights and/or remedies.

### **13. Your Liability**

13.1. You are solely responsible for the accuracy of the data given by you when you register for Fitbit Pay and when you authorise a payment using Fitbit Pay.

13.2. If your Fitbit Device has been lost or stolen, you must contact us immediately and use all reasonable endeavours to suspend or disable Fitbit Pay and to remove your registered Eligible Card from Fitbit Pay.

13.3. If you share your Fitbit Device with someone else, or if you allow them to use your PIN, then you will be responsible for any payments they make with using Fitbit Pay.

13.4. Where there has been an unauthorised transaction on your account, or where a payment either into or out of your account has been carried out incorrectly, please refer to the terms and conditions applying to your Eligible Card or account for details of how to proceed.

### **14. Fees and Charges**

14.1. Fitbit Pay is currently provided free of charge by us. Payments made using Fitbit Pay are subject to such fees and charges as set out in our terms and conditions that apply to the Eligible Card and account.

14.2. You may incur other fees and charges for using Fitbit Pay, for example, your mobile network operator or internet service provider may charge you for using their service.

### **15. Our Liability**

15.1. Fitbit Pay is provided by Fitbit and relies on other third parties such as your mobile network operator or internet service provider in order to function. We cannot be responsible for any delay, interruption or other event that prevents you from using Fitbit Pay, or for any loss or damage that you incur from using the service.