

Terms and Conditions for Fitbit Pay

1. Introduction

- 1.1. Fitbit Pay enables you to store a virtual version of your Danske Bank Mastercard in a Fitbit Device via the Fitbit App on your phone. When your virtual payment card is stored in your Fitbit Device, you can pay in physical stores with your virtual card by using your Fitbit Device. You cannot use Fitbit Pay for e-commerce.
- 1.2. Payment with your virtual card on your Fitbit Device is executed using the contactless functionality on the merchant's terminal similar to using the contactless functionality on the physical card. However, when you have authenticated yourself with your PIN code, you will be able to pay with your Fitbit Device for up to 24 hours without using your PIN code as long as the Fitbit Device is registering your pulse.
- 1.3. These terms and conditions for Fitbit Pay are valid and effective from the date of registration of your Eligible Card.

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, 14th Floor, San Francisco, CA 94105, USA.

"Fitbit App" means an app you can download to your phone, and where you register your Eligible Card.

"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 code” means the 4-digit PIN code 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 in the registration process.
- (iii) Create a 4-digit PIN code for your Fitbit Device. The PIN code must be kept secret in the same way as the PIN code 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.no/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 code 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. If your Eligible Card is replaced, you may be required to register your new Eligible Card for Fitbit Pay.

5.3. 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) Breach any law that applies to the place where you use Fitbit Pay

6. Making a Payment

- (i) Before making a payment with your Fitbit Device you must authenticate yourself with your PIN code. The authentication is valid for up to 24 hours as long as the Fitbit Device is registering 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 card account.

7. Payment Limits

7.1. Fitbit Pay allows you to make payments at any amount, when you have authenticated yourself with the PIN code. However, the general limits that apply to transactions with your Eligible Card also applies to transactions made with Fitbit Pay.

8. Security

8.1. 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 code, 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 or suspend/remove your registered Eligible Cards from Fitbit Pay.
- (iii) Make sure that other persons do not have access to make payments with your Fitbit Device in the 24 hours your authentication is valid for.

8.2. Details about your physical Eligible Card is not stored by Fitbit, in the Fitbit App or in the Fitbit Device. Payments are made using a Device Account Number linked specifically to your Fitbit Device. This Device Account Number cannot be copied and used for any other purpose.

9. Changes to Fitbit Pay

9.1. Fitbit may change Fitbit Pay at any time, or cease to offer it. You should check with Fitbit for more information at www.Fitbit.com.

9.2. If we make any changes to these terms and conditions, and it negatively affects you, we will give you 2 months' notice. If we make any changes that benefit you or that do not affect your use of Fitbit Pay, we will inform you of the change without prior notice. When there are changes, we may ask you to read and accept any changes before you can continue to use Fitbit Pay.

10. Suspension and Removal of Fitbit Pay

10.1. 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.

10.2. 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.

10.3. If you change or swap your Fitbit Device and you wish to continue using Fitbit Pay you must remove your Eligible Card from your existing Fitbit Device and register for Fitbit Pay on your new device.

11. Termination

11.1. We have the right to terminate these terms and conditions by giving you at least two months' notice. But any material breach of your obligations under these terms and conditions will give us the right to terminate these terms and conditions immediately and without prior notice.

11.2. If Fitbit cease to offer Fitbit Pay, these terms and conditions will terminate automatically. We can cease to offer Fitbit Pay due to security reasons or compliance with the law. In such case, these terms and conditions will terminate automatically.

11.3. You can terminate Fitbit Pay at any time by removing your Eligible Card details from your Fitbit App.

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

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

12. Your Liability

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

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

12.3. If you suspect that someone else knows your PIN code, you must change it or suspend/remove your Eligible Card from Fitbit Pay if necessary. If you share your Fitbit Device with someone else, or if you allow them to use your PIN code, then you will be responsible for any payments they make with your Fitbit Device.

12.4. 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.

12.5. If your Eligible Card registered to Fitbit Pay has been lost, stolen or for any other reason become liable to abuse, or should the PIN code or other security details become known to an unauthorised person, please refer the terms and conditions applying to your Eligible Card for details of how to proceed.

13. Price

13.1. Fitbit Pay is currently provided free of charge by us. Transactions made using Fitbit Pay are subject to our terms and conditions that apply to the Eligible Card and account.

14. Our Liability

14.1. Fitbit Pay is provided by Fitbit and relies on other third parties such as your mobile carrier in order to function. We cannot be responsible for any delay, interruption or other event that prevents you from using Fitbit Pay.