Google Pay Terms

Source: /legal/google-pay-terms

Introduction

1.1 The following terms and conditions ("Terms") are an agreement between you and Card Issuer that governs your access to and use of your Card through Google Pay. By registering to add Card for use in Google Pay on your Android Device, or allowing another cardholder to add a Card linked to your Card Account for use in Google Pay on their Android Device, you agree that you have read, understood, and accepted all of the Terms contained herein and to use your Card in accordance with these Terms. If you do not agree with any of the following Terms, you must cease all access to or use of your Card in connection with Google Pay and/or remove any Card linked to your account from Google Pay.

1.2 These Terms shall be read in conjunction and in addition with the Terms and Conditions of Payment Cards ("Agreement") which are available at https://smartenergypays.io/faq and associated with each Card. It is important that you read these Terms and the Agreement together. In the event of any inconsistency between the provisions of these Terms and the Agreement relating to your access to or use of Card through Google Pay, the provisions of these Terms shall prevail.

1.3 You also acknowledge that your use of Google Pay is subject to the terms and conditions set forth by Google with respect to the use of Google Pay, which will not change or override these Terms.

Eligibility / Enrollment

2.1 Google Pay is available to Card cardholders for the purposes of purchasing goods and services with an eligible Android Device at near field communication (NFC) enabled merchant locations and within participating merchant mobile applications.

2.2 To enroll in Google Pay, you will need to download the Google Pay app on an eligible Android Device and add a Card to Google Pay. Google may require you to follow identity verification procedures in order to add a Card to Google Pay. You may be required to contact Card Issuer or Google in the event of any difficulty in adding a Card to Google Pay.

2.3 Google Pay is only available on Android Devices that meet Google's requirements, and Google reserves the right in their sole discretion to determine eligibility of any Android Device.

2.4 By adding your Card to Google Pay, a unique numerical identifier different from your Card number ("Device Card Number") will be allocated for the purpose of making purchases and receiving refunds through Google Pay. Due to the manner in which Google Pay operates, you may need to present your Android Device at a merchant when you return an item purchased using Google Pay on such Android Device.

2.5 Once a Card is added to Google Pay, you can use Google Pay to authorise transactions on a Card Account. This is done by using the relevant Android Device in place of a Card at a contactless payment terminal or in an application on an Android Device.

2.6 Renewal of your Card upon expiry or replacement of the damaged Card will not affect your use of the same Card enrolled for Google Pay, whether or not you have activated the renewed or replacement Card.

3. Enrollment Using Card in Google Pay

3.1 Once you add a Card to Google Pay on your Android Device, you may be able to use your Android Device to make payments at merchant locations that accept Google Pay. You may also be able to use your Android Device to make payments within participating merchant mobile applications.

3.2 Google Pay allows you to use your Card to make contactless payments using Near Field Communication (NFC) technology on supported Android Devices. When using your Card through Google Pay to make a payment, you will be required to authenticate the transaction on your Android Device, such as by using biometrics (fingerprint or facial recognition) or entering your Device PIN.

3.3 When you use your Card through Google Pay to make a payment, you are authorizing the transaction as if you were using your physical Card. The transaction will be subject to all the terms and conditions applicable to the use of your physical Card.

3.4 The settlement of each transaction made using your Card through Google Pay will be reflected in your Card Account statement.

3.5 If you have any issues or disputes regarding a transaction made using your Card through Google Pay, you should follow the same process as if you used your physical Card, as outlined in the Agreement.

3.6 It is your responsibility to ensure that there are sufficient funds available in your Card Account to cover transactions made through Google Pay.

3.7 Google Pay may not be accepted at all merchant locations or in all countries. It is your responsibility to check with the merchant if Google Pay is accepted before attempting to make a payment.

Security

4.1 You are responsible for maintaining the security and confidentiality of your Android Device, your device PIN, and any biometric data used to authenticate transactions through Google Pay. Do not share your device PIN or allow anyone else to use your biometric data to access your device.

4.2 If your Android Device is lost or stolen, or if you suspect unauthorized use of your Card through Google Pay, you must immediately notify Card Issuer and take steps to suspend or remove your Card from Google Pay through the Google Pay app or by contacting Google.

4.3 Card Issuer is not responsible for any losses or damages incurred as a result of your failure to maintain the security of your Android Device or your Google Pay account.

Fees

5.1 Card Issuer does not charge any additional fees for using your Card through Google Pay. However, standard transaction fees and charges applicable to your physical Card, as outlined in the Agreement, will still apply to transactions made through Google Pay.

5.2 Google may have its own fees or charges associated with the use of Google Pay. You are responsible for reviewing and understanding Google's terms and conditions regarding any such fees.

Privacy

6.1 Your use of Google Pay is subject to Google's Privacy Policy. Card Issuer will share certain information with Google to enable your use of Card in Google Pay, such as your Card number (tokenized), card type, and other relevant details. This information will be used by Google in accordance with their privacy policy.

6.2 Card Issuer will handle your personal information in accordance with its own Privacy Policy, which is available at www.smartenergypays.us/legal/privacy-policy.

Suspension or Termination

7.1 Card Issuer reserves the right to suspend or terminate your ability to use your Card through Google Pay at any time, without prior notice, for any reason, including but not limited to suspected fraud, violation of these Terms or the Agreement, or changes in applicable laws or regulations.

7.2 You may remove your Card from Google Pay at any time through the Google Pay app.

Disclaimer of Warranties

8.1 Google Pay is provided "as is" and "as available" without any warranties, express or implied. Card Issuer does not warrant that Google Pay will be error-free, uninterrupted, or secure. Card Issuer is not responsible for the functionality or performance of Google Pay.

Limitation of Liability

9.1 To the maximum extent permitted by law, Card Issuer shall not be liable for any direct, indirect, incidental, special, consequential, or exemplary damages arising out of or in connection with your access to or use of your Card through Google Pay, even if Card Issuer has been advised of the possibility of such damages.

Governing Law

10.1 These Terms shall be governed by and construed in accordance with the laws of Czech Republic, without regard to its conflict of laws principles.

Changes to Terms

11.1 Card Issuer reserves the right to modify or update these Terms at any time. You will be notified of any changes by email or through the Google Pay app. Your continued use of your Card through Google Pay after such notification constitutes your acceptance of the modified Terms.

Contact Information

12.1 If you have any questions or concerns regarding these Terms or your use of your Card through Google Pay, please contact Card Issuer at support@smartenergypays.io.