

Coles Online Service Centre & Mobile Wallet App Terms and Conditions

Coles unsecured credit products are issued by National Australia Bank Limited (ABN 12 004 044 937, AFSL and Australian Credit Licence 230686) (“NAB”) and distributed by Coles Supermarkets Australia Pty Ltd ABN 45 004 189 708. NAB has acquired the business relating to these products from Citigroup Pty Ltd (ABN 88 004 325 080, AFSL and Australian Credit Licence 238098) (“Citi”) and has appointed Citi to assist to administer the products.

Notice

Please read these terms and conditions carefully. By accessing this website “secure.coles.com.au”, including any of the webpages located at that domain name (“Website”), Coles Online Service Centre and/or Coles Mobile Wallet application (together the “**Digital Services**”), you agree to be bound by the terms and conditions below. If you do not agree to the terms and conditions below, do not access the Digital Services. These terms and conditions apply to your use of the Digital Services together with any additional terms and conditions for any financial and credit products offered by NAB that may be relevant to you. These terms and conditions should be read in conjunction with the terms and conditions applying to those financial and credit products offered by NAB and those terms and conditions will prevail to the extent of any inconsistency (including in relation to the exercise of any rights or discretions that are also governed by those terms and conditions).

NAB, Citi and Coles do not endorse the use of cloud-based financial management software providers and you must not disclose any Digital Services login details to such providers. NAB, Citi and Coles shall have no liability for any losses arising as a consequence of your use of such services.

Ownership

The Digital Services are the property of Citi, a member of the Citigroup global financial group headed by Citigroup, Inc., incorporated in the US. Citi operates the Digital Services on behalf of NAB.

Copyright

Copyright in the Digital Services, and in the information and material in it, and in their arrangement ("Material"), is owned by NAB unless otherwise indicated. You may download a single copy of the Material and where necessary for reference purposes, keep a temporary copy in your computer's cache and make a single hard copy of the Material. You may make such other use of the Material as is otherwise expressly authorised on the Digital Services. Unauthorised use of the Material may violate copyright laws.

Trademarks

This site includes registered trademarks owned by Coles Supermarkets Australia Pty Limited ABN 45 004 189 708 and Loyalty Pacific Pty Limited ABN 82 057 931 334 that are protected by law. Except as expressly authorised, the use or misuse of any of these trademarks is strictly prohibited. NAB use the Coles trademarks and the Loyalty Pacific trademarks under licence. Nothing displayed in the Digital Services should be interpreted as granting any rights to use or distribute any names, logos, trademarks or service marks without the express written agreement of NAB.

iPhone, Touch ID® and Face ID® are trademarks of Apple Inc., registered in the U.S. and other countries.

Use of the Material

The Material and the terms, conditions, and descriptions that appear on the Digital Services, are subject to change. Unauthorised use of NAB websites and systems including but not limited to unauthorised entry into NAB systems, misuse of passwords, or misuse of any information or material posted on a website is strictly prohibited. NAB may terminate this agreement and NAB, Citi or Coles may suspend or terminate your access to the Digital Services at any time without notice, acting

reasonably. For example, NAB may do so to prevent potential fraud or scam activity, a potential breach of law, or to protect NAB's systems, or where it is reasonably necessary to protect you or NAB from suffering financial loss. Not all products and services are available in all geographic areas. Your eligibility for particular products and services is subject to final determination by NAB and/or its affiliates. If your access to the Digital Services is suspended or terminated you may receive error messages when you attempt to access the Digital Services (but it may not be the only reason you receive error messages). Please refer to the Contact Us page (<https://www.coles.com.au/credit-cards/coles-mobile-wallet/contact-us#creditcards-loans>) if you need to speak to us about whether your access has been suspended or terminated.

The provision of the Material to you is subject to the reliability and availability of third party service providers, including software providers and network service providers. NAB, Citi and Coles will not be liable for any direct or indirect loss suffered by you as a result of reduced service levels caused by a third party, except where this is caused by NAB, Citi or Coles' fraud, negligence or misconduct. The Material may be unavailable from time to time and temporary service interruptions may occur. In the event you need to access the Material while it is unavailable, please refer to the Contact Us page (<https://www.coles.com.au/credit-cards/coles-mobile-wallet/contact-us#creditcards-loans>) for alternate options.

Changes to the Material and these terms and conditions

NAB can make changes to these Terms and Conditions and the Material at any time.

NAB will try to provide you with prior notice of any changes, however there may be certain circumstances where this is not possible, for example where we need to immediately restore or maintain the security of NAB's systems, or where we need to prevent criminal or scam activity or fraud.

NAB will notify you of changes to these Terms and Conditions and/or the Material by alerting you when you next access the Digital Services.

Links

The Digital Services may contain links to websites controlled or offered by third parties (non-affiliates of NAB or Coles). NAB and Coles disclaims liability for, any information, materials, products or services posted or offered at any of the third party websites linked to the Digital Services, except to the extent of NAB, Citi or Coles' fraud, negligence or misconduct. By creating a link to a third party website, NAB and

Coles does not endorse or recommend any products or services offered or information or material contained at that website, nor is NAB or Coles liable for any failure of products or services offered or advertised at those websites.

If you elect to visit a third party website you will become subject to their privacy policy, which will be different from that of NAB and Coles, the third party websites may provide less security than the Digital Services.

No warranty

The Material, including text, graphics, links or other items on the Digital Services, are provided “as is”, “as available”. To the extent permitted by law NAB, Citi and Coles expressly disclaims liability for errors or omissions in the Material which are beyond their reasonable control. Except for warranties which cannot be excluded at law, no warranty of any kind, implied, express or statutory including but not limited to the warranties of non-infringement of third party rights, title and freedom from computer virus, is given in conjunction with the Digital Services, and the Material.

Limitation of liability

To the extent permitted by law (or its own fraud, negligence or misconduct), neither NAB, Citi nor Coles will be liable for any loss or damages, including without limitation direct or indirect, special, incidental, or consequential damages, losses or expenses arising in connection with the Digital Services or any linked site or use thereof or inability to use by any party, or in connection with any failure of performance, error, omission, interruption, defect, delay in operation or transmission, computer virus or line or system failure, even if NAB, Citi or Coles or their representatives, are advised of the possibility of such damages, losses or expenses. To the extent permitted by law, liability under any condition or warranty which cannot be legally excluded is limited at NAB option to replacement or resupply of goods or services or payment for the same.

Submissions

All information submitted via the Digital Services will be deemed and remain the property of NAB and NAB will be free to use, for any purpose, any idea, concepts, know-how or techniques contained in information a visitor to the Digital Services provides NAB through the Digital Services. Nothing contained in these terms and conditions will be construed as limiting or reducing the responsibilities and obligations to customers set out in the NAB Australia Privacy Statement, Citi Privacy Policy, Coles Privacy Policy or Flybuys Privacy Policy.

- NAB Privacy Policy at nab.com.au/common/privacy-policy
- Citi's Privacy Policy at citibank.com.au/privacy
- Coles Privacy Policy at www.coles.com.au/credit-cards/existing-customers/faqs/cls-privacy-policy
- Flybuys Privacy Policy at www.flybuys.com.au/about/#/privacy-policy

Availability

The Digital Services are not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation.

Fingerprint Authentication/Touch ID or Face ID® (For mobile app)

Depending on your device, you may be able to use biometric authentication technology on your device, for example, Fingerprint Authentication/Touch ID or Face ID, and access the Coles Mobile Wallet App using your fingerprint or facial data which is stored on your device instead of your Password.

Activating Fingerprint Authentication/Touch ID or Face ID for the Coles Mobile Wallet App would allow any fingerprint or facial data stored on your device, now or in the future, to be used to access your Coles Mobile Wallet App, and consequently view your Coles accounts and effect transactions. Accordingly, you must not activate Fingerprint Authentication/Touch ID or Face ID for the Coles Mobile Wallet App if you have any other person's fingerprint or facial data stored on your device.

Should you, despite the warning above, activate Fingerprint Authentication/Touch ID or Face ID for your Coles Mobile Wallet App even though you have someone else's fingerprint or facial data stored on your device, transactions effected using any of the

fingerprint(s) or facial data stored on the device will be considered as authorized by you and you will be responsible for them.

Please note that Fingerprint Authentication/Touch ID or Face ID functionalities are provided and operated on a mobile device level only. Coles Mobile Wallet App does not collect and/or store your biometric data, nor does it have access to the biometric data, which is stored and encrypted on your mobile device. The Coles Mobile Wallet App simply receives confirmation from your mobile device that the Fingerprint Authentication/Touch ID or Face ID® used to access the Coles Mobile Wallet App matches what is stored on your device and whether there have been any changes since your last login, in which case you will need to either re-enable it by a one-time sign in using password or to keep it disabled.

Additional terms

Certain sections or pages on the Digital Services may contain separate terms and conditions, which are in addition to these terms and conditions. In the event of a conflict, the additional terms and conditions will govern for those sections or pages.

Governing law

These terms and conditions are governed by and construed in accordance with the laws of New South Wales, Australia.