



# AMP Bank App Terms and Conditions

7 February 2025

Credit provider and product issuer is AMP Bank Limited ABN 15 081 596 009,  
AFSL and Australian credit licence 234517

## About this document

These **AMP Bank App Terms and Conditions** contain important information about your contract with us where you use the AMP Bank app. Where you obtain a product or service from AMP Bank, you'll need to read these in conjunction with terms and conditions that apply to you depending on the product or service provided by us. Your contract with us will be comprised of these terms and conditions and the specific other terms and conditions that apply to the accounts you access through the AMP Bank app. These may include:

- General Terms and Conditions;
- Account or service specific terms and conditions such as the Transaction Account Terms and Conditions, applicable where you hold a Transaction Account;
- Account Limits, Fees and Charges; and
- Digital Wallet Terms and Conditions, applicable where you use a digital wallet with your account.

By using the AMP Bank app, you are agreeing to the terms and conditions that apply to you. If you don't agree with any terms and conditions that apply to you (including these AMP Bank App Terms and Conditions), you can request to close your AMP Bank account, product or service or you can delete the AMP Bank app. To the extent of any inconsistency between these AMP Bank App Terms and Conditions and the specific terms applicable to an AMP Bank account, product or service, the specific terms will prevail.

If you have any questions, you can contact us via the AMP Bank app or call us on **1800 950 105**.

## 1. Downloading and using the AMP Bank app

The AMP Bank app can be downloaded from the Apple App Store or the Google Play Store, or any other way we advise you. You agree not to download and install the AMP Bank app from any other location.

The AMP Bank app is available 24 hours a day, 7 days a week, subject to systems availability and maintenance. Visit [amp.com.au](http://amp.com.au) for any service announcements impacting the AMP Bank app.

AMP Bank grants you a royalty free, non-transferable, non-exclusive licence to download, install and use the software for the AMP Bank app on your device for your own purposes to open and manage your AMP Bank account. This licence will terminate immediately when you delete the AMP Bank app.

## 2. Unacceptable use

You must not (and must not attempt to):

- use the AMP Bank app on, or transfer the AMP Bank app to, anyone else's device;
- translate, adapt, vary, modify, violate, reverse engineer, decompile, disassemble, create derivative works or otherwise interfere with any element of the AMP Bank app or assist anyone else to do any of these things;
- collect or harvest any information or data from the AMP Bank app or our systems or attempt to decipher any transmissions to or from our systems;

- use the AMP Bank app in an unlawful manner or in contravention of any term of your contract with us;
- use the AMP Bank app to access, store, distribute or transmit any material which is or may be considered:
  - unlawful, harmful, threatening, defamatory, obscene, infringing, harassing or racially or ethnically offensive;
  - a vehicle for, to result in, or may result in, financial abuse;
  - to facilitate illegal activity;
  - to depict sexually explicit images;
  - to promote unlawful violence;
  - discriminatory based on race, gender, colour, religious belief, sexual orientation, disability; or
  - to be illegal or to cause damage or injury to any person or property; or
  - to be used to reverse engineer, decompile, disassemble, or otherwise attempt to discover the source code; or
  - to be used to share your password, PIN or any other security information, with any other person.

If you do anything which is prohibited, fail to sufficiently protect your account or don't immediately tell us when it is compromised or breached, you may be responsible for any losses we suffer as a result. You indemnify, defend, and hold harmless AMP Bank from any claims, including legal fees, related to the distribution or use the AMP Bank app (except to the extent that any loss is caused by the fraud, negligence or wilful misconduct of us or our officers, employees, contractors or agents).

You must not delete the AMP Bank app from your device until all of your AMP Bank app accounts have been closed and any remaining funds have been returned to you.

## **Scams**

You should make yourself aware of the potential impact of scams, visit [amp.com.au](http://amp.com.au) for more information.

## **3. The AMP Bank app and updates**

The AMP Bank app requires permissions and access to your device and other applications. If you don't grant these permissions and this access, you may be unable to use the AMP Bank app or some of its features.

We may make updates to the AMP Bank app from time to time. We'll let you know if the AMP Bank app will be unavailable for an extended period, and for how long it will be unavailable. If we have an emergency or need to do unplanned maintenance on the AMP Bank app, we'll try to let you know as soon as possible.

You must upgrade the AMP Bank app when we make new versions available. If you don't (or you don't upgrade your device's operating system to the latest version available), certain features of the AMP Bank app may not work as intended. We're not responsible for the performance of the AMP Bank app on your device if you don't update the AMP Bank app or your device's operating system to the latest version available.

## 4. Fees and charges

We won't charge any additional fees or charges for downloading or using the AMP Bank app (this doesn't include any fees and charges that might apply to you if you open an AMP Bank account with us).

You are responsible for all internet access, data download and other network charges arising from downloading or using the AMP Bank app (including any global roaming charges where you use the AMP Bank app overseas). You acknowledge and agree that AMP Bank has no responsibility or liability for those charges (except to the extent that any loss is caused by the fraud, negligence or wilful misconduct including that of our officers, employees, contractors or agents).

## 5. Security and your information

When you download the AMP Bank app, you will be required to provide certain security information. You are responsible for keeping your device, the AMP Bank app and your security information secure and confidential. You must let us know promptly if you think anyone else has your security information or has otherwise managed to unlawfully access your AMP Bank account. You may be liable for transactions on your AMP Bank account if you don't sufficiently protect your account or don't promptly tell us when it is compromised or breached. We will never ask you for your passcode, PIN or password in person, via in-app messages, email or text or on a phone call, so

you must not share these with other people, even if you think they work for us.

We use Google Maps to provide you location information in the AMP Bank app. By applying for an AMP Bank account and using the AMP Bank app, you agree to be bound by Google's Terms of Service, Terms of Use and Privacy Policy.

## **6. Managing your AMP Bank app**

We may restrict access to or discontinue your ability to use functionality in the AMP Bank app at any time, with reasonable prior notice (which may include no notice). We'll act fairly and reasonably if we do this.

We may also restrict access to or discontinue your ability to use functionality in the AMP Bank app without giving you prior notice for the following reasons:

- we consider it necessary for operational or security reasons including updating or altering the functionality of the app to address faults, flaws or changes required;
- we can't identify you or verify your identity;
- it appears to us that you:
  - may be a proscribed person under the Charter of the United Nations Act 1945 (Cth);
  - may be in breach of the laws of any jurisdiction relating to money laundering or terrorism financing; or
  - appear in a list of persons with whom dealings are proscribed by the government or a regulatory authority of any jurisdiction.

- if we're required to do so by court order or by law;
- if we're required to do so to comply with any direction or instruction from a government body or agency, such as the Australian Taxation Office (ATO), Australian Federal Police (AFP) or Australian Securities and Investments Commission (ASIC);
- if we reasonably consider necessary, for example to comply with any laws in Australia or overseas, card scheme rules or to manage any immediate and serious risk;
- if we believe your AMP Bank app is being used fraudulently or in a way that might cause you or us to lose money;
- you have used your AMP Bank app in a manner we reasonably consider is unsatisfactory, inappropriate, or inconsistent with these AMP Bank App Terms and Conditions;
- we suspect a breach of law involving your AMP Bank app;
- we believe on reasonable grounds that you may be a person, or acting for a person, we're not permitted to deal with by law, or as directed by a regulatory authority;
- we believe on reasonable grounds that you made incomplete or incorrect declarations to us, or at any time throughout the life of the customer relationship, regarding your reason for using the AMP Bank app;
- if we reasonably suspect that you are residing in a higher risk jurisdiction;
- we believe that you intend to use, or are using your AMP Bank app to operate or support a domestic or international funds remittance arrangement, business or service;



- if we believe on reasonable grounds that that you are trading in or support trading in cryptocurrencies or digital currency; or
- we reasonably determine that you intend to use, or are using your AMP Bank app to operate as a shell bank or operate with another institution that is dealing as a shell bank.

We'll act fairly and reasonably if we do this.

Upon termination of these AMP Bank App Terms and Conditions and your right to access to the AMP Bank app, you must not directly or indirectly access or use any part of the AMP Bank app.

## **7. Notifications**

We'll use the AMP Bank app as our primary way of communicating with you, by using in-app messages and notifications on your home screen.

The easiest method for you to contact us is by messaging us in the AMP Bank app. You can always call or email us if you prefer to do so, but we may direct you to the AMP Bank app for your banking needs.

## **8. Changes to the AMP Bank App Terms and Conditions**

We may change these AMP Bank App Terms and Conditions at any time for one or more of the following reasons, including:

- to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;

- to reflect any decision of a court, ombudsman or regulator;
- to reflect a change in our systems or procedures, including for security reasons;
- to respond to changes in the cost of providing the AMP Bank app;
- if we discontinue the AMP Bank app in which case we may change the AMP Bank Terms and Conditions to reflect a different app with similar features to the discontinued app; or
- to make these terms and conditions clearer or to amend, add or remove features,

but will only do so in order to protect our legitimate interests, and only to the extent reasonably required to do this.

We'll tell you about changes as soon as reasonably possible and we'll comply with any obligation under a law or code of conduct that applies to us about how and when we must tell you about any changes.

We'll notify you of changes in the AMP Bank app (or any other means we agree with you).

Where the change is adverse to you, we will notify you at least 30 days before the effective date of the change, unless the change is:

- reasonably necessary for us to manage a material and immediate risk;
- required by law, code or regulation; or
- a government fee that is introduced or changes that is payable directly or indirectly by you.

If you are not happy with the changes, you may stop using the AMP Bank app and remove the app from your device, at which point these AMP

Bank App Terms and Conditions will no longer apply to you

## 9. Meaning of words

**account** means an AMP Bank account that can be opened via the AMP Bank app only.

**Account Limits, Fees and Charges** means the document of that name that sets out the limits, fees and charges that apply to your AMP Bank account and Card.

**Apple Pay** means the contactless payment method to make purchases online and in shops using your Apple device.

**Card** means the AMP Bank Debit Mastercard issued on your Transaction Account.

**device** means a device such as a smartphone or tablet which is eligible to download and use the AMP Bank app.

**Digital Wallet Terms and Conditions** means the document of that name which sets out the terms and conditions that apply to your use of the Card through Apple Pay and Google Pay.

**General Terms and Conditions** means the document of that name which sets out the terms and conditions that apply to your AMP Bank account and Card.

**Google Pay** means the contactless payment method to make purchases online and in shops using your Android device.

**security information** means your passcode, PIN or password any other such security information we may introduce later, that:

- is intended to be known only to you;

- we require you to keep safe and confidential; and
- may be required to be provided when you access the AMP Bank app, your account or make or manage payments.

**Transaction Account** means an Everyday Account or an Everyday Business Account.

**Transaction Account Terms and Conditions** means the document of that name which sets out terms and conditions that apply to your Transaction Account.

**we** or **us** or **our** or **AMP Bank** means AMP Bank Limited ABN 15 081 596 009, AFSL and Australian credit licence 234517.

**you** and **your** means the person or persons in whose name the account is held.

## Contact details

If you have any questions about these terms and conditions, contact us on the details below:

### AMP Bank



**AMP Bank app**



**1800 950 105 | +61 251 351 930 (international)**

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