

Apple Pay Terms of Use



These Apple Pay Terms of Use (Terms) apply to the use by you of your Card in Apple Pay. By registering your Card in Apple Pay you agree to these Terms.

Accounts & Access Facilities Terms & Conditions

- The Accounts & Access Facilities Terms & Conditions and these Terms apply to any use by you of your Card in Apple Pay and the former takes precedence over the latter.
- Terms defined in the Accounts & Access Facilities Terms & Conditions have the same meaning here.
- Apple Pay is host card emulation facility allowing you to register your Card in a near field communication (NFC) enabled device to perform payWave transactions.
- You may have additional terms issued by Apple or your telecommunications service provider which you are required to comply with.

Your responsibilities to keep your Card secure and notify us of errors or fraud

- You agree to protect and keep confidential any User ID, phone lock passcode, passwords and all other information required for you to make purchases with your Card using Apple Pay.
- Always protect a phone passcode by using a unique number or pattern that is not obvious or can be easily guessed. Take precautions when using your Apple Pay. Try to memorise your passcode or carefully disguise it. Never record a passcode with or on your device or computer or reveal it to anyone.
- You must not allow your Card to be added to Apple Pay on a device that does not belong to you, a device that is shared or a device that will not remain in your possession. If this occurs you will be deemed to have authorised and consented to any transactions performed using the Card through Apple Pay and, subject to the ePayments Code, you will be liable for those transactions.
- If your device has been lost or stolen, or you believe your security credentials have been compromised, you must report this to us promptly. The Accounts & Access Facilities Terms & Conditions require you to contact us promptly if you believe there are errors or if you suspect fraud with your Card. This includes any fraud associated with Apple Pay.
- We will not be liable for any losses you incur except as specifically described in the Accounts & Access Facilities Terms & Conditions, the ePayments Code or as otherwise provided by law.

Using Apple Pay

- Registration of your Card into Apple Pay is subject to us identifying and verifying you and is at our reasonable discretion.
- We do not make any guarantees that Apple Pay will be accepted by all merchants.
- We are not the provider of Apple Pay and are not responsible for its use and function. You should contact Apple customer service if you have questions concerning how to use Apple Pay or problems with Apple Pay.
- We are not liable for any loss, injury or inconvenience you suffer as a result of a merchant refusing to accept Apple Pay.
- We are not responsible if there is a security breach affecting any information stored in Apple Pay or sent from Apple Pay. This is the responsibility of Apple.
- Where using Apple Pay, you are prohibited from using or distributing the Software, except for the purposes of payments transmission and payments processing. Software means: the Plug-In Wallet SDK for Apple Pay provided to EFTPOS Payments Australia Limited (EPAL) by Bell Identification B.V., Embedded applet within device provided by NXP Semiconductors Netherlands B.V and eftpos Mobile Payment Applet v1.0 and any other computer programs, together with any technical information and documentation necessary to use such programs, as modified by time to time by EPAL.

Applicable fees

We do not charge a fee to allow you to install your Card in Apple Pay.

All applicable account fees and charges relating to the use of your Card still apply.

There may be charges from your telecommunications provider.

Suspension or removal of a Card from Apple Pay by us

We can block you from adding an otherwise eligible Card to Apple Pay, suspend your ability to use a Card to make purchases using Apple Pay or cancel entirely your ability to continue to use a Card in Apple Pay. We may take these actions at any time and for one or more of the following reasons:

- If you ask us to suspend or close the eligible People First Bank account that the Card is linked to;
- If your eligible Card is cancelled, blocked or suspended;
- If you breach the product terms for your People First Bank account;
- If either you or the additional cardholder breach these Terms;
- If we suspect unauthorised transactions have occurred on your People First Bank account;
- If required by applicable laws (such as anti-money laundering and counter-terrorism financing laws, or sanctions laws);
- If directed to do so by Apple or the applicable Card scheme (for example, in circumstances of suspected fraud);
- If we are required by a regulatory or government body, for security reasons; or
- If we have reasonable grounds to believe that there is a material risk of loss to you or us.

However, unless there are exceptional circumstances (e.g. fraud or criminal activity), we will give you at least 14 days advance notice before taking action under this clause. We may also cease supporting the use of Cards in Apple Pays at any time.

Suspension or removal of a Card from Apple Pay by us

You may remove your Card from Apple Pay by following Apple's procedures for removal.

Devices with same Apple account

If you add a Card to one of your devices and have other devices sharing the same account (Other Devices), this may permit the Card to be added to the Other Devices and permit users of the Other Devices to see Card information. Please contact Apple for more information.

Your information

You agree that we may exchange information about you with Apple and the applicable Card scheme to facilitate any purchase you initiate using a Card registered in Apple Pay. By registering your Card in Apple Pay, you are providing consent for your information to be shared with these parties. We may also share your information to make available to you in Apple Pay information about your Card transactions, or to assist Apple in improving Apple Pay. We are not responsible for any loss, injury or other harm you suffer in connection with Apple's use of your information.

You agree to allow us to contact you electronically

You agree that we may contact you electronically (for example via SMS, email and notifications in app) and that this is considered written notice for the purpose of these Terms. We may amend these Terms in the manner set out in the Accounts & Access Facilities Terms & Conditions. A copy of the Accounts & Access Facilities Terms & Conditions can be located on our website, peoplefirstbank.com.au or obtained from one of our branches.