Apple Pay Terms of Use

People First Bank

These People First Bank Apple Pay Terms and Conditions (**Terms**) together with the Accounts & Access Facilities Terms & Conditions apply to the use by you of your eligible People First Bank card (**Card**) with Apple Pay

People First Bank Apple Pay Terms & Conditions

Where inconsistent with the relevant product terms, these Terms apply.

By adding your Card or allowing an additional cardholder to add their Card to Apple Pay on an eligible Apple device you agree to these Terms.

Registration of your Card with Apple Pay is subject to us identifying and verifying you and is at our reasonable discretion.

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

- You are responsible for securing your Apple device, passcodes, and biometric identifiers. 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, a device that has another person's biometric identifier registered or a device that will not remain in your possession. If this occurs you may be deemed to have authorised and consented to any transactions performed using the Card though Apple Pay and, subject to the ePayments Code, you may be liable for those transactions.
- If your device has been lost, stolen or compromised, 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. You must use Apple's Lost Mode and remove your Card from Apple Pay if your device is lost or stolen.
- Your liability for unauthorised transactions will be determined in accordance with the ePayments Code and the Accounts & Access Facilities Terms & Conditions or as otherwise provided by law.

Apple Pay Service Provider

Apple Pay is provided and maintained by Apple, not us. We are not the provider of Apple Pay and are not responsible for its availability, performance, use and function. You should contact Apple Pay customer service if you have questions concerning how to use Apple Pay or problems with Apple Pay. We do not make any guarantees that Apple Pay will be accepted by all merchants. We are not liable for any loss, injury or inconvenience you suffer because 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.

You must accept Apple's own terms and conditions to use Apple Pay. For compatible devices, refer to https://support.apple.com.

Where using Apple Pay, you are prohibited from using or distributing the Software, except for the purposes of payments transmission and payments processing.

If your supported device operates on iOS18 and / or WatchOS11 (or a later iOS), Apple Pay allows merchants to select how your transactions are processed - this is called 'merchant choice routing'. The merchant's options are:

1. By the Visa network which will pledge the amount as an authorisation on your account until the transaction is processed.; or
2. By the eftpos network, which will debit your account immediately.

Applicable fees

We do not charge a fee for adding or using your Card with Apple Pay.

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

You are responsible for any third party charges, including mobile carrier or data usage fees.

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 or Apple Pay more generally. 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 or where we cease to provide Apple Pay);
- 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 Apple Pay 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.

Our liability

To the extent permitted by law, we are not liable for losses arising from Apple Pay where caused by your actions, failure to protect your device, misuse of Apple Pay, or events beyond our reasonable control.

Your liability may be limited under applicable laws and industry codes, including the ePayments Code (where applicable).

Your information

By registering for Apple Pay, you consent to us sharing information with Apple that is reasonably necessary to enable and support Apple Pay. Amongst other things, we may also exchange information about you with the applicable card scheme and service providers where required.

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 except where caused by our negligence, fraud or wifil misconduct (or that of our employees or agents).

Apple's Privacy Policy is available at https://www.apple.com/privacy. The Accounts & Access Facilities Terms & Conditions and our privacy policy available at www.peoplefirstbank.com.au contains further information about our collection and handling 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.

Definitions

Apple means Apple Inc. and its related entities.

Apple device means an Apple device capable of supporting Apple Pay.

Apple Pay means Apple's mobile payment service.

People First Bank, **we**, **us** or **our** means Heritage and People's Choice Limited ABN 11 087 651 125, Australian Financial Services Licence 244310 and Australian Credit Licence 244310 trading as People First Bank.

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 (for Apple Pay) 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.

You or **your** means the account holder and any additional cardholders.

People First Bank, a trading name of Heritage and People's Choice Ltd ABN 11 087 651 125, Australian Financial Services Licence 244310 and Australian Credit Licence 244310.