

1. Agreement to Terms and Conditions

- 1.1 By adding your card to Apple Pay on an eligible Apple device, you agree to accept these Apple Pay Terms and Conditions.
- 1.2 These terms and conditions operate in conjunction with any terms and conditions which apply to any accounts or facilities accessed by use of this service.
- 1.3 Registration of your card with Apple Pay is subject to us identifying and verifying you and is at our discretion.
- 1.4 If you are under the age of 13, Apple Pay is not available, and you are unable to add a card in the Apple Wallet.

2. Apple Pay is provided and maintained by Apple

- 2.1 Apple Pay is provided by Apple, not by the Bank. We are not liable or responsible for its availability, functionality, performance, or acceptance/refusal by a merchant.
- 2.2 We do not make any guarantees that Apple Pay will be accepted at all merchants.
- 2.3 You must agree to Apple Pay's Terms and Conditions in order to register with and use Apple Pay.
- 2.4 For a list of devices compatible with Apple Pay, please refer to: <https://support.apple.com/en-au/102896>
- 2.5 Your card can be unlinked from Apple Pay by following the instructions on the Apple Pay website or Apple Wallet.

3. Applicable fees and charges

- 3.1 We do not charge any supplementary fees for adding or using your card with Apple Pay.
- 3.2 All applicable fees relating to your account as specified in the Account and Access Facility Terms & Conditions and our Fees and Charges schedule still apply.
- 3.3 By using Apple Pay, you are responsible for any third-party charges such as mobile carrier fees, excess data charges, and in-app purchases on Apple devices.

4. Data collection, sharing and privacy

- 4.1 By registering with Apple Pay, you consent to us sharing information with Apple relating to:
 - the installation and use of Apple Pay.
 - your Apple device (where your card is linked).
 - the facilitation of any transaction.
 - your transaction history.
 - other information required to maintain or improve the operations of Apple Pay.

- 4.2 We may exchange information with other service providers when necessary (such as Visa or eftpos).
- 4.3 Apple can provide us with information, such as your Apple device details, for purposes including providing customer support, detecting and managing fraud, and to comply with applicable laws and regulations.
- 4.4 We are not responsible for any loss, injury, inconvenience, or other harm you experience with relation to Apple Pay (except to the extent caused by the oversight, fraud or intentional misconduct of our employees).
- 4.5 For more information with respect to the types of personal information collected by Apple, please refer to Apple's privacy policy at: <https://www.apple.com/au/privacy/>

5. Our Liability

- 5.1 We will not be held liable for any loss arising from Apple Pay to the extent that the loss was triggered by:
 - your contribution to the fraud, loss or negative event.
 - your failure to adequately safeguard or protect any passcodes or alternative access methods used to access your Digital Wallet or Apple device.
 - the malevolent, unintended, or improper use of Apple Pay in a manner not permitted or recommended by Apple or us.
 - a reduced level of service caused by matters beyond our reasonable control (such as those pertaining to third party software and network providers) or any error, defect, or unavailability of Apple Pay. Your liability may also be subject to rights applicable under the ePayments Code.
 - any failure or refusal of merchants to process transactions using Apple Pay.
- 5.2 We are not responsible if there is a security breach affecting any information stored in a Digital Wallet or sent from a Digital Wallet. This is the responsibility of the Digital Wallet provider.

6. Security and associated liability

- 6.1 By registering your card to Apple Pay on an eligible Apple device, it is your responsibility to ensure that:
 - where the Apple device can be accessed by a biometric identifier (such as a fingerprint or face), only your biometric identifier is registered on the Apple device;
 - where the Apple device can be accessed via a passcode or password, it is not easily guessed or deciphered (e.g. your birthday, address, "password", "123456"), it is different from other passcodes/passwords, it is always kept safe and secure, it is not disclosed to anyone, and a record is not kept with the Apple device unless reasonable steps have been taken to protect it;
 - efforts are made to memorise your passcode or

password, instead of creating a record;

- the Apple device is locked when not in use;
- the Apple device is not left unattended;
- you must not act with carelessness with regards to the security of your passcode/password/Apple device;
- you must install and regularly update anti-virus software on the Apple device (and any other recommended updates);
- you unlink/delete any cards from the Apple device before sharing or disposing of the device.

6.2 You must immediately notify us if:

- the Apple device is lost or stolen;
- you suspect the Apple device has had its system or security compromised;
- you suspect that someone has tried to access the Apple device or Digital Wallet without your knowledge or permission;
- you believe there are errors.

6.3 If your Apple device is lost or stolen, you must mark your Apple device as “Lost” with Apple as soon as reasonably practical. You must also remove your card/s from your Digital Wallet remotely via the Apple ID website as soon as reasonably practical.

7. Suspension or termination of Apple Pay

7.1 We may suspend or terminate use of your card (including the card of any additional cardholder) with Apple Pay without notice at any time, including if:

- you ask us to suspend or close the eligible account that the card is linked to;
- your card is suspended, blocked or cancelled;
- you, or any additional cardholders, breach any terms and conditions;
- there is suspicion of fraud/theft;
- we are required to do so under any legislation or law, or if required to by a regulatory or government body;
- our arrangements with Apple regarding Apple Pay cease or are suspended; and
- for any reason we exercise our discretion to do so.

7.2 We may also cease supporting the use of cards in Apple Pay at any time.

8. Changes to these Terms and Conditions

8.1 We may make changes to these Apple Pay Terms and Conditions to be applied immediately at any time.

8.2 Subject to any relevant law, industry code, regulatory guidance or court judgment, we will provide you with

advance notice (or at a minimum, the legally required notice period). Where this notice period is not required, we will notify you no later than the day the changes take effect.

8.3 We will notify you of any material changes by electronic means via the Digital Wallet, or our Mobile App, website, email, or any other appropriate mediums.

8.4 You acknowledge that we have advised you that:

- you may not receive paper communications detailing changes to the terms and conditions.
- you must check your Apple device regularly for any notifications, updates, requests or announcements from us.
- you must keep your Apple device and software up to date.

8.5 We may require you to confirm acceptance of changes in order for your card to continue to be supported in Apple Pay.

9. Trademarks

Apple, the Apple logo, Apple Pay, Apple Watch, Face ID, iPad, iPhone, iTunes, Mac, Safari, and Touch ID are trademarks of Apple Inc., registered in the U.S. and other countries. iPad Pro is a trademark of Apple Inc.

10. Definitions

10.1 The following definitions apply within these terms and conditions:

word or expression	means
Apple	refers to Apple Inc. and includes its related bodies corporate and affiliates including Apple Pty Ltd ABN 46 002 510 054.
Apple device	means a device which uses the Apple operating system and supports Apple Pay. This includes devices such as iPhones, iPads, certain Mac computers or Apple Watches.
Apple Pay	is a mobile payment service developed by Apple Inc. that allows users to make payments via iOS apps.
biometric identifier	refers to any physical characteristic of an individual which assigns their unique identification (such as fingerprints or facial images).
card	means any debit or credit card issued by us.
eftpos	refers to eftpos Payments Australia Limited.
merchant	means a retailer or any other provider of goods and services.

passcode	is a code, password, pattern or biometric identifier which may unlock an Apple device.
Visa	refers to Visa Inc. or any Visa Inc. group company.
We, us, our, or the Bank refers to:	Unity Bank Limited. ABN 72 087 650 637 AFSL & Australian Credit Licence 238311.
you or your	means the account holder and any additional cardholders.