

Apple Pay Terms and Conditions Dated 1 September 2023

1 What is Apple Pay?

- 1.1 Apple Pay is a digital wallet provided by Apple. You or an additional cardholder can add a Greater Bank Visa card to Apple Pay on compatible devices and then use it to make purchases anywhere Apple Pay is accepted.
- 1.2 Before allowing you or an additional cardholder to add a Greater Bank Visa card to Apple Pay, we'll take steps to verify your and/or the additional cardholder's identity such as sending a verification code to the device or asking you and/or the additional cardholder to call us.
- 1.3 As Apple Pay is provided by Apple, we are not responsible or liable for its functionality or availability or any refusal by a merchant to process a transaction using Apple Pay except to the extent caused by the mistake, fraud, negligence or wilful misconduct of us, our agents or employees.

2 What terms and conditions apply to Apple Pay?

- 2.1 In addition to these Apple Pay Terms and Conditions, the terms and conditions that apply to your Greater Bank Visa card under the Banking General Terms and Conditions and any relevant Product Schedule also apply to the use of your Greater Bank Visa card through Apple Pay. For example, terms relating to the transaction limits, circumstances in which we can stop, freeze, block, delay or refuse to make a payment, and when you will be liable for unauthorised transactions are set out in the Banking General Terms and Conditions.
- 2.2 Apple may impose additional terms and conditions in relation to your use of Apple Pay.

3 Keeping Apple Pay secure

- 3.1 To make sure that only you can make payments using Apple Pay you must take steps to ensure the device you use to access Apple Pay is secure. These steps include ensuring that:
 - (a) your device can only be accessed using a passcode or biometric data;
 - (b) you keep the device safe and don't leave it unlocked and unattended;
 - (c) your biometric data is the only biometric data registered with the device;

- (d) you never tell anyone your passcode or allow others to use your device;
 - (e) the latest security updates and operating systems are installed on your device; and
 - (f) before disposing of a device you remove your Greater Bank Visa card from Apple Pay.
- 3.2 A reference to 'access code' under the Banking General Terms and Conditions is taken to include a passcode and biometric data used to access a device.
 - 3.3 If you don't take the steps set out in 3.1 above, you may be responsible for any purchases another person makes using your Greater Bank Visa card through Apple Pay.
 - 3.4 You must check your transaction history regularly and contact us immediately on 13 13 86, 24 hours a day, 7 days a week or through online banking if you suspect:
 - (a) that someone else has been using your Greater Bank Visa card through Apple Pay without your permission, knows your passcode or otherwise has access to your device; or
 - (b) your device has been lost or stolen.

4 Your information

- 4.1 We may exchange information about you with Apple and Visa to facilitate any transaction you initiate using your Greater Bank Visa card through Apple Pay. We may also share your information in accordance with the terms of our Privacy Policy to assist Apple in improving Apple Pay.
- 4.2 By registering your Greater Bank Visa card with Apple Pay and agreeing to these Apple Pay Terms and Conditions, you consent to us sharing your information with Apple and Visa. If you don't want us to collect or share this information do not register your Greater Bank Visa card with Apple Pay.
- 4.3 We are not responsible for any loss, injury or other harm you suffer in connection with Apple or Visa's use of your information except to the extent caused by the mistake, fraud, negligence or wilful misconduct of us, our agents or employees.
- 4.4 Apple's data collection and handling practices are in accordance with their privacy policy which can be found on Apple's website.

5 Changes to these Apple Pay Terms and Conditions

- 5.1 We can make changes to these Apple Pay Terms and Conditions with immediate effect if the change is required to comply with the law, an industry code, regulator guidance, decision of a court or Australian Financial Complaints Authority (AFCA). We will notify you on the day the change takes effect or earlier.
- 5.2 We may change these terms and conditions as described in clause 65 of the Banking General Terms and Conditions. The types of changes we can make are limited to those set out in the Banking General Terms and Conditions and changes required to comply with the reasonable request of Apple as the provider of Apple Pay.

6 Fees and charges

- 6.1 The Apple Pay Terms and Conditions and any relevant Product Schedule describe the fees and charges which apply to your use of your Greater Bank Visa card. We don't charge you any additional fees for adding or using Apple Pay.
- 6.2 You are responsible for third-party charges associated with the use of Apple Pay (such as carrier or mobile data charges).

7 Removing your Greater Bank Visa card from Apple Pay

- 7.1 If you no longer wish to use your Greater Bank Visa card through Apple Pay you can remove it from the Apple Pay.

8 Suspension or termination

- 8.1 Acting reasonably, we can suspend or terminate your use of Apple Pay without notice in the circumstances set out in clause 57 of the Banking General Terms and Conditions.

9 Words with special meanings

account has the meaning given to that term in the Banking General Terms and Conditions.

account holder means the person who holds the account under the Banking General Terms and Conditions.

additional cardholder has the meaning given to that term in the Banking General Terms and Conditions

Banking General Terms and Conditions means Greater Bank's 'Banking General Terms and Conditions' (as supplemented, amended, updated or replaced from time to time) available on the Greater Bank website at the link 'Disclosure Documents'.

biometric data includes fingerprint, faceprint or similar biometric data;

device means the device you use to access Apple Pay (such as an iPhone, Apple Watch or an iPad).

Apple means Apple Inc. and includes its related bodies corporate and affiliates including Apple Pty Limited ABN 46 002 510 054.

Apple Pay means the mobile wallet service provided by Apple.

online banking has the meaning given to that term in the Banking General Terms and Conditions

product schedule has the meaning given to that term in the Banking General Terms and Conditions

Visa card has the meaning given to that term in the Banking General Terms and Conditions

Visa means Visa Inc. or any Visa Inc. group company (including Visa Worldwide Pte. Limited)

we, us, our or **Greater Bank** means Newcastle Greater Mutual Group Ltd and our successors and assigns.

you or **your** means the account holder and the additional cardholder.