

Apple Pay Terms and Conditions



Overview

Apple Pay allows primary and additional cardholders ("you") to perform transactions on your Visa Debit Card or Mutual Visa Credit Card ("card") at participating merchants using a compatible Apple device.

For a list of compatible Apple Pay devices, see <https://support.apple.com/en-au/102896>

Apple Pay's own terms and conditions apply each time a card is registered on Apple Pay and is used on an Apple device to access your account at The Mutual Bank.

These terms and conditions are in addition to, and should be read in conjunction with, our Digital Wallet Terms and Conditions, Product Disclosure Statement, and Credit Card Conditions of Use. Please note if there is any inconsistency between these terms and conditions, the Product Disclosure Statement and Credit Card Conditions of Use prevail to the extent of any inconsistency that relates to the provision of and/or access to Apple Pay.

Agreement to these Terms and Conditions

By adding your card to Apple Pay on an eligible Apple device, you agree to accept these terms and conditions.

The following terms and conditions also apply:

- Digital Wallet Terms and Conditions.
- Key Features and Terms and Conditions for a Visa Debit Card (Product Disclosure Statement Part 1).
- Schedule of Fees, Charges, and Contact details (Product Disclosure Statement Part 2).
- Credit Card Conditions of Use.

These terms and conditions are located on our website (themutual.com.au).

About Apple Pay

Apple Pay is provided by Apple and not by The Mutual Bank. You must agree to Apple Pay's terms and conditions in order to register and use Apple Pay.

We are not liable for the use, functionality or availability of Apple Pay, any Apple device, or any disruption of card use caused from the availability of contactless merchant terminals, or reduced service levels caused by the failure of telecommunications networks.

Using your Visa Debit Card and Mutual Visa Credit Card with Apple Pay

You can register your card with Apple Pay to make contactless payments. It may also be used for in-app purchases.

To add your card, you must follow the procedures provided. In doing so, we may require you to identify yourself to authenticate your request to register your card with Apple Pay. If we cannot authenticate your Apple Pay application request to our satisfaction, or suspect that there may be attempted fraud, we may decline the application request to add your card to Apple Pay.

Once your card is registered with Apple Pay, you can use your Apple device to authorise card transactions on your account.

You may not always need to enter your PIN for purchases of \$100.00 or more, you may need to enter the security credentials or validate biometrics on your phone in order to process the transaction.

All card transaction limits that apply to your card will apply to the use of Apple Pay. We are not responsible for any third-party charges (such as mobile data or carrier charges) associated with the use of your card on Apple Pay.

Apple Pay may not work when the Apple device is not within range of a cellular or wireless internet connection. If the Apple device has not had a cellular or wireless internet connection for an extended time, there may be a delay before Apple Pay works once reconnected.

Apple Pay may not be accepted outside of Australia, or at all places your card is accepted.

Suspension or Termination of Apple Pay

We may suspend or terminate a cardholder's use of Apple Pay if:

- your card is cancelled, blocked or suspended.
- you breach these terms and conditions, or other terms and conditions listed.
- The Mutual Bank, Apple or our card network provider reasonably suspects fraud.
- 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.
- for any other reason we deem appropriate.

You may remove your card from Apple Pay by use of the Apple Wallet or by following the instructions on Apple's website.

Security and associated Liability

If your card is registered for Apple Pay on an eligible Apple device, it is your responsibility to ensure that:

- where the Apple device is accessible via a biometric identifier, such as a fingerprint, that only your biometric identifier is registered on the device.
- any biometric identifier of another person, other than your biometric identifier, saved on the Apple device is removed immediately.
- where the Apple device is accessible via an access code, the access code is kept secure, in the same way as you would a PIN or other internet banking password. This includes but is not limited to:
 - ensuring the access code is not disclosed to anyone or stored with the device.
 - ensuring the access code selected does not represent:
 - Your, or a close family member's date of birth.
 - A series of consecutive numbers, the same numbers as a driver's licence number, or an alphabetic code that is a recognisable part of the cardholder name.
- you take immediate actions to contact us and change your access code, if you know or suspect the security of your access code has been compromised or your device has been lost or stolen.
- you do not act with extreme carelessness, failing to protect the security of your access code.
- lock your Apple device at all times when not in use and do not leave it unattended in a non-secure environment.
- ensure the latest updates are installed on your device.
- ensure you remove your card from Apple Pay before disposing of your device.

Data Collection and Privacy

By registering your card with Apple Pay, you agree that we may exchange information relating to your Apple device on which your card is registered with Apple Pay, and disclose transaction history to Apple in order to facilitate your Apple Pay experience, in accordance with the terms of our Privacy Policy .

Apple may also use an Apple Pay user's personal information for different purposes. It is important that you, as the Apple Pay user, reviews Apple's terms and conditions and privacy policies carefully as located on the Apple website (<https://support.apple.com/en-au/HT201469>).

We may also exchange your information with other service providers, such as Visa or eftpos, in order to facilitate any card transaction initiated by you via Apple Pay, in accordance with the terms of our Privacy Policy. By registering your card with Apple Pay, you are providing consent for your information to be shared with these parties.

For more information about data collection and privacy at The Mutual Bank, please refer to our Privacy Policy, located on our website (themutual.com.au).

Limited Liability

We will not be liable for any loss arising from cardholder use of Apple Pay to the extent the loss was caused by the cardholder's:

- contribution to the fraud.
- failure to secure or protect any access code used to access your Apple device.
- malicious use or misuse of Apple Pay or the Apple device in a manner not permitted by Apple, for example, by obtaining root access to your Apple device.

Our liability for unauthorised transactions is subject to your rights under the ePayments Code, and reduced level of service caused by matters beyond our reasonable control, such as those caused by third party software and network providers.

If you fail to comply with any of the requirements of our Apple Pay Terms and Conditions and Apple Pay's terms and conditions, and these transactions are taken to have been an authorised transaction that is made using Apple Pay on your Apple device, then any such transactions may not be deemed as an unauthorised transaction.

Trademarks

Apple, Apple Pay and associated logos are trademarks of Apple Inc.

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