



Apple Pay Cardholder User Terms and Conditions

Internal only

These terms and conditions ("**Terms**") govern your use of your eligible debit or credit card issued by Absa Bank when you enroll it for Apple Pay. Apple Pay allows you to store virtual representations of your credit and debit cards that are supported by the Apple Pay service ("**Card(s)**") and to use supported devices to facilitate transactions, including making contactless payments in select locations, or within apps or websites.

Apple Pay is intended for your personal use and you may only enroll your own Cards. If you are enrolling a corporate card, you represent that you are doing so with the authorisation of your employer and you are authorised to bind your employer to these terms of use and all transactions effected by use of this feature.

When you enroll for and use Apple Pay, you consent to such disclosure, access, processing and use of data necessary in performance of the Apple Pay service. Ensure that you read and understand these Apple Pay terms and conditions before you enroll.

Definitions

***Absa** means Absa Bank Limited (Registration number 1986/004794/06) and its successors or assigns unless otherwise indicated.

***Apple Pay App** means the Apple Pay application for your Device. It is a mobile application and related services provided by Apple Distribution International Limited and/or its group companies which enables users of compatible Apple devices to: (i) enroll Cards and make payments or facilitate other transactions using the Device; and (ii) receive notifications and details of transactions made using the Device;

***Card(s)** means your credit and/or debit card issued to you by Absa Bank Limited;

***Device** includes an Apple compatible iPhone, iPad/iPod touch, smart watch, that has your tokenised Card(s) details on it and allows you to make payments when used with your Security Details;

***Passcode** means the secret code that is required to unlock a Device, including a password, passcode, pattern or biometric identifier;

***Personal Information** means all personal information about you, including but not limited to, information about your race, gender, marital status, nationality, ethnic or social origin, sexual orientation, age, physical or mental health, religion, belief, disability, language, birth, education, identity number, telephone number, email, postal or street address, location through your Device's global positioning system, biometric information and financial, criminal or employment history. For purposes of these Terms and the Apple Pay App, your Personal Information also includes your Card transaction information;

***Processing or Process** means any operation or activity, whether automated or not, concerning Personal Information, including: collection; receipt; recording; organisation; collation; storage; updating or modification; retrieval; alteration; consultation; use; dissemination by means of transmission, distribution or making available in any other form; merging, linking as well as blocking, degradation, erasure or destruction of information;

***Security Details** means personalised details you must use to give a payment instruction, confirm your identity or to access your device (including but not limited to a Passcode, security code or biometric data such as a fingerprint or Iris authentication);

***Apple** means Apple Distribution International Limited, an Irish corporation, having a principal place of business at Hollyhill Industrial Estate, Cork, Ireland;

***Third Party Agreements** means your Device provider, your Network Operator and any other third party services or websites incorporated into Apple Pay, which third party service providers have their own applicable terms and conditions and privacy policies; and

***Network Operator** means the service provider which provides connection to the data networks for the Device to operate.

About these Terms and Conditions

- 1 These Terms must be read in conjunction with the product terms and conditions applicable to the Card(s) issued to you ("**Product Terms**"). In case of inconsistency between the Product Terms and these Terms, the Product Terms will prevail.
- 2 Apple Pay, your Device provider, your Network Operator and other third party services or websites incorporated in Apple Pay may have their own terms and conditions and privacy policies. You are also subject to those Third Party Agreements when you give them your Personal Information, use their services or visit their respective websites.
- 3 Absa is not responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or function of any third party's products or services. It is your responsibility to read and understand the Third Party Agreements before creating, activating or using a digital replica of your Card(s) through Apple Pay. Absa is not responsible for, and do not provide, any support or assistance for any third party hardware, software or other products or services (including Apple Pay and your Device). If you have any questions or issues with a third party product or service, you must contact the appropriate third party for client support.
- 4 By clicking "**accept**" or by using Apple Pay, you agree to these Terms and represent and warrant that you are at least 18 years of age, capable of entering into a legally binding agreement and that you are the rightful cardholder in respect of all the Cards that are linked to your use of Apple Pay.

If you do not agree to these Terms, you cannot register/enroll Absa issued Card(s) for use via Apple Pay.

Important information

- 5 Keep your Device secure and with you. Keep your Device Passcode and Security Details secure and only known by you. Do not share your Passcode and Security Details with anybody. You are solely responsible for maintaining the security of your Device, the Apple Pay App and confidentiality of the information contained on it. You agree that Absa does not have any responsibility if you lose or share access to your Device.
- 6 Any information that is collected by Apple Pay in order to provide the Apple pay functionality while you use a Card(s) through Apple Pay, is subject to the Apple Pay Terms of service, Apple Pay Privacy Notice and relevant Third Party Agreements and is not governed by Absa's data protection policy or your Product Terms.
- 7 In addition to any rights of termination, cancellation, suspension and closing your Card(s) account as set out in your Product Terms, Absa reserves the right (on giving reasonable notice where possible) to stop offering or supporting any digital card or to stop participating in Apple Pay.
- 8 Absa may block, restrict, suspend or terminate your use of any Card(s) through Apple Pay if you breach these Terms, your Product Terms, Apple Pay terms, any Third Party Agreements or if we suspect any illegal or fraudulent activity or misuse of the Card(s).

Fees and costs

- 9 Absa does not charge any additional fee for using your Card(s) through Apple Pay. However, Third Party Agreements may have fees, limitations and restrictions which might affect your use of any of your Card(s) on your Device, such as data usage or text messaging charges imposed on you by your Network Operator. You are solely responsible for these fees and agree to comply with any limitations or restrictions.

Privacy and Security

Your information

- 10 You are responsible for keeping your Passcode and Security Details secure and for all activities that occur through Apple Pay.
- 11 For the purposes of Apple Pay, we will assume that you authorised any transactions made using your Card(s) and linked Security Details on the Device.
- 12 If you receive a text message, email or other communication saying that you have registered for Apple Pay but you did not register, or if there are any transactions that you do not recognise on your Device or your account statement, contact Absa immediately by calling Absa Fraud hotline on 0860 557 557.
- 13 We may disclose your Personal Information to any person who provides services to us and/or any person who acts as our agent in respect of the Apple Pay services (some of these persons may be located in countries outside of the Republic of South Africa).
- 14 When you use Apple Pay, your Personal Information may be collected, transferred, processed and/or stored outside the Republic of South Africa and/or in a data cloud. You consent to the transfer, collection, processing and storage of your Personal Information in this manner. You understand and acknowledge that third parties, such as Visa, will have access to certain details regarding eligible debit or credit card transactions made using Apple Pay service.
- 15 The use of a Card(s) through Apple Pay involves the electronic transmission of Personal Information through third party connections. Absa does not operate or control these connections and do not guarantee the privacy or security of these data transmissions.
- 16 Absa also process information from you that does not identify you as an individual. We may Process and disclose such information for any purpose. You acknowledge that we own and retain all rights to non-personal statistical information collected and compiled by Absa.

What others collect

- 17 Any information that the Device provider collect while you use Apple Pay, is subject to the Apple Pay Terms of service, Apple Pay Privacy Notice and the relevant Third Party Agreements and is not governed by the Absa Data Privacy Policy or your Product Terms.

Lost, stolen or unauthorised use of your Device/replacing your Device

- 18 Call Absa immediately on the telephone number printed on the back of your Card(s) and comply with the requirements in your Product Terms if your Device, Passcode or Security Details have been lost, stolen or used without your consent. This will suspend the card you have enrolled on Apple Pay. You will be prompted to re-authenticate when you want to lift the suspension the card for Apple Pay wallet.
- 19 You consent that Absa may automatically provision for the linking of your replacement Card(s) due to upgrades/lost/stolen or re-issues.
- 20 If you think your security is at risk make sure you change your Security Details and check that only your fingerprints (or other applicable biometric data) are linked to your Device, to avoid any unauthorised use of your Card(s) or Personal Information. You must co-operate with Absa in any investigation and use any fraud prevention or other related measures we give as required under these Terms and your Product Terms.
- 21 Apple Pay and your Device may use certain security features and procedures to protect against unauthorised use of any of your Card(s). These features and procedures are the sole responsibility of the Device provider. You agree not to disable any of these security features and to use them to safeguard all your Card(s).
- 22 You must delete your Card(s) from your old Device if you change or dispose of the Device, including when the Device is being repaired.

Interruptions to Apple Pay

- 23 Access, use and maintenance of your digital Card(s) depends on Apple Pay and the Network Operators. Absa does not operate Apple Pay or such networks and have no control over their operations. Absa will not be liable to you for any circumstances that interrupt, prevent or otherwise affect the functioning of any Card(s), such as unavailability of Apple Pay or your wireless service, communications, network delays, limitations on wireless coverage, system outages or interruption of a wireless connection.

Changes

- 24 You agree that Apple Pay features and functionality may be automatically updated or upgraded without notice to you. At any time, we may decide to expand, reduce or suspend the type and/or amounts of transactions allowed using a Card(s) or change the enrolment process.
- 25 We can terminate or change these Terms at any time and will provide you with notice as required by law. You will be able to view the revised Terms on your Device. If you do not accept any revisions made to these Terms you can remove any of your Card(s) from Apple Pay at any time, in which event you authorise us to continue to process any transactions outstanding on such Card(s) at the time of your removal of such Card(s) from Service.
- 26 You can terminate these Terms by removing all Absa issued Card(s) from Apple Pay on your Device.
- 27 We reserve the right to revise these Terms at any time in accordance with your account terms.
- 28 These Terms will be governed by and construed in accordance with the laws of the Republic of South Africa.