



# Apple pay™

## Terms and Conditions

### 1. Agreement to these Terms and Conditions

1.1. You agree that you accept these Qudos Bank Apple Pay Terms and Conditions by adding a Qudos Bank Card to Apple Pay on an eligible Apple Device.

1.2 These Qudos Bank Apple Pay Terms and Conditions, the Qudos Bank Mobile and Tablet App Terms and Conditions, together with the Terms and Conditions of your accounts and Qudos Bank's Terms and Conditions for Savings Accounts and Payment Services, govern your use of your eligible Qudos Bank card with the Apple Pay (together referred to as "Terms and Conditions").

### 2. Apple Pay provided by Apple

2.1. Apple Pay is provided by Apple, not by Qudos Bank. Qudos Bank is not liable for the use, functionality or availability of Apple Pay, any Apple Device or any disruption caused from the availability of contactless merchant terminals or reduced service levels caused by the failure of telecommunications networks.

2.2. You must agree to Apple's terms and conditions in order to register and use Apple Pay.

### 3. Using your Qudos Bank Card with Apple Pay

3.1. You can add a Qudos Bank Card to Apple Pay on an Apple Device. If you are an additional cardholder, you may add your Qudos Bank Card to Apple Pay. Any references to "you" or "your" in these Qudos Bank Apple Pay Terms and Conditions means the person who holds the Qudos Bank Card that is used for Apple Pay, including additional cardholder.

3.2. You must be verified when adding a Qudos Bank Card. As part of the process through Apple Pay we will send you a text message to your mobile with a verification code.

You should ensure that Qudos Bank has your correct mobile number in order to receive the verification code via text message (you may also call our Contact Centre on 1300 747 747 for verification). We also require a current email address to send the welcome notification. If you do not have a valid mobile and email registered with us (or have had these details registered for less than 30 days), you may also call our Contact Centre on 1300 747 747 for verification and Card provisioning. If we cannot properly verify you or if we suspect that there may be attempted fraud, we may decline the request to add your Qudos Bank Card to Apple Pay.

3.3. Once your Qudos Bank Card is registered with Apple Pay, you can use your Apple Device to authorise transactions on the linked account.

3.4. If you have multiple cards linked to Apple Pay and would like your Qudos Bank Card to be the default card for your transactions, you can do this within the setting of your Apple Device or within the Wallet App. Please refer to Apple support materials for further details.

3.5. You may be required to enter your Qudos Bank Card PIN into the merchant's terminal or enter your mobile phone security credentials (eg, PIN, passcode or biometric identifier) on supported devices to complete a transaction.

3.6. The transaction limits that apply to your Qudos Bank Card do not change as a result of your adding your Card to Apple Pay.

3.7. Apple Pay may not be accepted outside of Australia, or at all places where your Qudos Bank Card is accepted.

## 4. Suspension or Termination of Apple Pay

4.1. Qudos Bank may suspend or terminate use of your Qudos Bank Card with Apple Pay without notice at any time, including if:

- Your Qudos Bank Card is cancelled, blocked or suspended;
- You breach any of the Terms and Conditions;
- We, Apple or a card network provider reasonably suspects unauthorised transactions or fraud has occurred;
- If we are required to do so under any legislation or law, or if required to by a regulatory or government body;
- If our arrangements with Apple regarding Apple Pay cease or are suspended; and
- For any other reasonable reason we deem appropriate.

Qudos Bank will endeavour to provide not less than 14 days notice of such action where reasonably practicable.

4.2. You may remove your Qudos Bank Card from Apple Pay by following the instructions provided on your device by Apple.

## 5. Applicable Fees and Charges

5.1. Qudos Bank does not charge any additional fees for adding or using a Qudos Bank Card with Apple Pay.

5.2. All applicable fees relating to your Account as specified in the Terms and Conditions and our Fees and Charges Guide still apply.

5.3. By using Apple Pay, you may incur third party charges such as carrier or mobile data charges, which you are responsible for.

## 6. Data Collection and Privacy

6.1. By using Apple Pay, you agree that:

- Qudos Bank and Apple may exchange information relating to the set up and use of Apple Pay, including (but not limited to) information about your Apple Device (on which your Qudos Bank Card is registered), your transaction history and other information required to facilitate the Apple Pay experience.
- Apple may also use your personal information for different purposes. Please review Apple's terms and condition and privacy policies carefully.

- We may also exchange your information with other service providers (such as Visa or eftpos).

6.2. If you don't want us to collect or disclose this information, you should not register a Qudos Bank Card for use in Apple Pay.

## 7. Qudos Bank's Liability

7.1. Qudos Bank will not be liable for any loss arising from your use of Apple Pay to the extent the loss was caused by:

- Your contribution to the fraud; or
- Your use of Apple Pay or the Apple Device in a manner not permitted by Apple (for example, by obtaining root access to your Apple Device); or
- Subject to your rights under the ePayments Code, a reduced level of service caused by matters beyond our reasonable control (for example, those caused by third party software and network providers).

## 8. Security and Associated Liability

8.1. If your Qudos Bank Card is registered for Apple Pay on an Apple Device, it is your responsibility to ensure that:

- Where the Apple Device is accessible via a biometric identifier (such as a fingerprint), only your biometric identifier is registered on the device;
- Where the Apple Device is accessible via a Passcode, the Passcode is not able to be easily guessed or deciphered (e.g. your date of birth), it is kept safe and secure at all times, in the same way as you would a PIN or other banking password, and that it is not be disclosed to anyone, kept with the Apple Device or in anything with which the Apple Device is stored;
- The Apple Device is locked at all times when not in use and is not left unattended in a non-secure environment; and
- You remove any Qudos Bank Cards from the Apple Device before disposing of it.

8.2. You must notify us immediately if:

- Your Apple Device is lost or stolen; or
- You believe the security of your Apple Device has been compromised (including your Passcode) or that an unauthorised person has access to the Apple Device or knows your security credentials.

8.3. Your liability for losses arising from an unauthorised transaction will be determined under the ePayments Code (refer to the Terms and Conditions for Savings Accounts and Payment Services).

8.4. You should immediately unlink your Qudos Bank Card/s from Apple Pay if your Apple Device is stolen or lost. Instructions to unlink your card are available on the Apple Pay website and the Wallet App.

## 9. Changes to these Terms and Conditions

9.1. We can make changes to these Qudos Bank Apple Pay Terms and Conditions at any time. We will endeavour to provide not less than 14 days notice of any material changes where reasonably practicable. This could be via the Wallet App, Qudos Bank app, SMS, email, statement message, newspaper advertisement or other appropriate means.

9.2. We may require you to confirm your acceptance of changes to continue using your Qudos Bank Card in Apple Pay.

## 10. Trademarks

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

10.2. eftpos logo is a registered trademark of eftpos Payments Australia Limited ABN 37 136 180 366.

## 11. Definitions

11.1. The following definitions apply within these Terms & Conditions:

- Apple Device means a device such as an iPhone, iPad, Apple Watch and certain Mac computers (with touch identification and relevant credentials) using an Apple operating system, which Qudos Bank determines is eligible for the registration of Qudos Bank Cards to be used in Apple Pay.
- Apple Pay means the mobile payment and digital wallet service created by Apple that lets users make payments using certain Apple Devices and credit cards or debit cards registered on such Apple Devices.
- Apple means Apple Pty Ltd ABN 46 002 510 054 and/or its related bodies corporate and affiliates.
- Passcode means anything required to unlock an Apple Device, including a password, passcode, pattern or biometric identifier (where applicable).
- Qudos Bank means Qudos Mutual Limited trading as Qudos Bank ABN 53 087 650 557 AFSL/Australian Credit Licence 238 305, its successors and assigns.
- Qudos Bank Card means any Visa debit or credit card issued by Qudos Bank.

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November 2023  
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