Our Apple Pay Terms and Conditions.

Effective as at 14 April 2023.

By adding your eligible Card to **Apple Pay** either via the **Apple** Wallet app or via the Bank of Melbourne Mobile Banking app, you agree to these conditions. For eligible Cards, Devices and to obtain a copy of these conditions please visit bankofmelbourne.com.au. These conditions apply in addition to the Bank of Melbourne Privacy statement which is available at bankofmelbourne.com.au/privacy/privacy-statement and to account terms and conditions associated with each eligible card ('Product Terms') which can be accessed at bankofmelbourne.com.au. Where inconsistent with the Product Terms, these terms and conditions apply in respect of your use of **Apple Pay**. The Product Terms apply to both your Card and the **Device Account Number** as they are linked to the same account. There are certain terms and conditions that can only apply to the Card, such as use of a Card at an ATM or obtaining cash advances.

Apple Pay is available if you're 13 years and over.

1. Verification.

For your security we require you to be verified when adding a Card. We may use the **Scheme Provider** to verify you on our behalf. To find out how you can be verified refer to the **Apple Pay** FAQs at bankofmelbourne.com.au.

2. Choosing Cards for Apple Pay.

When adding your Card to **Apple Pay**, your default card (which can be changed) or selected card will be used for the **Apple Pay Payment**. For Debit Card, all **Apple Pay Payments** will be processed against the primary account linked to your Card. This can be changed in branch or by calling 13 33 22. For a credit card all **Apple Pay Payments** will be processed against the Card account. When Debit Card is your default card or selected card, and your default or selected payment option is eftpos CHQ or eftpos SAV, these payments will be processed by eftpos.

3. Transaction Limits.

The transaction limits that apply to your Card also apply to your **Device Account Number** and do not change as a result of you adding your Card to **Apple Pay**. You will be required to authorise a transaction by entering your security credentials on your **Device**.

Overseas use – For Debit Card only, if your default or selected payment option is eftpos CHQ or eftpos SAV, then **Apple Pay Payments** cannot be processed when used overseas.

4. Device Account Numbers in Apple Pay.

The **Device Account Number** is used to process **Apple Pay Payments**. The receipt provided by the merchant will contain a partially masked **Device Account Number** rather than your Card number. Each time you add your eligible Card to **Apple Pay** the **Scheme Provider** will create a new **Device Account Number**.

5. Fees and Charges.

The Product Terms describe the fees and charges which apply to each relevant Card. We do not charge you any additional fees for adding or using a Card with **Apple Pay**. You are responsible for all third-party charges associated with the use of **Apple Pay** (such as carrier or mobile data charges).

6. Apple Pay provided by Apple.

Apple Pay is a service provided by Apple and not by us and we are not liable for any costs associated with **Apple Pay** being unavailable, or the failure of third-party merchants to accept payments using **Apple Pay**. By using **Apple Pay** you agree that:

(i) **Apple** can provide us with certain information including your **Device** details, location and personal details. We will handle your information in accordance with our Privacy Statement. You can access our Privacy statement at bankofmelbourne.com.au/privacy/privacy-statement;

(ii) We can provide **Apple** with certain information to allow **Apple** and its service providers to operate **Apple Pay** (for example, if you choose to add your Card to **Apple Pay** via the Bank of Melbourne Mobile Banking app, we will securely send to **Apple** the name, number and expiry date on your Card, so you do not have to enter your Card information manually), to detect and address fraud, to improve and promote **Apple Pay** and other **Apple** products and services and to comply with applicable laws and respond to regulatory or government inquiries. **Apple** may store this information outside Australia. You should consider **Apple**'s Privacy Policy at apple.com/au/privacy; and

(iii) We and **Apple** may provide certain information to the Scheme Provider to operate **Apple Pay** and to comply with applicable laws and respond to regulatory or government inquiries. The Scheme Provider will handle any personal information in accordance with their privacy disclosure, that can be found by searching the term "privacy" at visa.com.au and eftposaustralia.com.au.

If you do not agree to your information being disclosed or used in this manner you should not add your Card to **Apple Pay**.

7. Protection and liability for unauthorised transactions.

You must keep your **Device** and security credentials safe and secure at all times, in the same way you would your Card and PIN. The requirements about protecting your Card and PIN and liability for unauthorised transactions extend to your **Device** and **Apple Pay Payments**. You must not share your **Device** security details or allow another person to register their biometric identifier (e.g. a fingerprint or retinal scan), as that person will be able to make **Apple Pay Payments** and you will be responsible for their use of your Card.

8. Lost or Stolen Apple Device and liability.

If your **Device** is lost, stolen or misused you should immediately remove your Card(s) from your **Device**. Refer to the **Apple Pay** FAQs for how you can do this. This will mean that you can continue to use your Card(s) to make purchases. If you are unable to remove your Card(s) from your **Device** you should place a hold on or cancel your Card which will include your **Device Account Number**. This will mean that you will not be able to make any transactions on your Card account. We will not be liable for any loss arising from your use of **Apple Pay** to the extent the loss was caused by your fraud; your use of **Apple Pay** or the **Device** in a manner not permitted by **Apple** or (subject to your rights under the ePayments Code) a reduced level of service caused by matters beyond our reasonable control (e.g. those caused by third-party software and network providers.)

9. Suspension or termination.

We may suspend or terminate your use of **Apple Pay** without notice at any time where we suspect unauthorised transactions have occurred, that **Apple Pay** is being misused, to restore the security of a system, any individual Card or account, or if required by a regulatory or government body. We will give you notice in accordance with your Product Terms if your Card is no longer eligible.

10. Changes to these conditions and communication.

We may change these conditions at any time and will notify you in accordance with the Product Terms. Due to the nature of **Apple Pay** you agree to us communicating with you electronically in relation to your set up and use of **Apple Pay** and these conditions.

11. Banking Code of Practice.

The relevant provisions of the **Banking Code** apply to the banking products and services described in these conditions if you are a small business or an individual who is not treated as a business under the **Banking Code**.

12. Definitions.

"**Apple**" means Apple Inc. and is a trademark of Apple Inc., registered in the U.S. and other countries.

"**Apple Pay**" means the mobile wallet service provided by Apple that enables you to make Apple Pay Payments. Apple Pay is a trademark of Apple Inc., registered in the U.S. and other countries.

"**Apple Pay Payment**" means a contactless transaction by holding your Device to a contactless terminal until the transaction is completed and eCommerce or in-app transactions including, but not limited to, using merchants' mobile sites, mobile applications and websites by selecting Apple Pay as your payment method and any other payments allowed by Apple. This also includes refunds processed using Apple Pay.

"**Apple Pay Transaction Receipt**" means a receipt which complies with the ePayments Code and provides you with further data obtained by Apple.

"**Banking Code**" means the Australian Banking Association's banking code of practice as updated, and adopted by us, from time to time.

"**Card**", "**contactless terminal**", "**contactless transaction**", "**ePayments Codes**", "**we**", "**us**", "**our**" and "**you**" each has the same meaning as set out in your Product Terms.

"**Device**" is a mobile device which contains near field communication technology and the minimum required iOS operating system. This can include a smartphone, tablet, watch or other device deemed eligible for the use of Apple Pay.

"**Device Account Number**" means the number created by the Scheme Provider and stored on your Device. This number represents your Card number and is used by Apple Pay to process an Apple Pay Payment.

"**Scheme Provider**" means Visa Worldwide Pte. Ltd. or eftpos Payments Australia Ltd (eftpos).