

1 General

- 1.1 Important clauses that may limit our responsibility or involve some risk for you are in bold. You must pay special attention to them.
- 1.2 The Terms are between you and us, **the Standard Bank of South Africa Limited (Standard Bank, we, us or our)**. When we mention **you or your**, we refer to the person we have approved as the authorised holder of a qualifying Standard Bank card (**Card**).
- 1.3 Apple, Apple Pay, Apple Wallet, iPhone, Apple Watch and iPad are trademarks of Apple Distribution International Limited and its affiliates (**Apple**). **Apple Pay** refers to the digital wallet that allows you to make payments to any merchant that supports and accepts Apple Pay, using a Card/s enrolled (registered) in your name and activated on Apple Pay. You will only be able to use Apple Pay if your iPhone, Apple Watch, iPad or other device (**Apple device**) is compatible with Apple Pay.
- 1.4 **The Card terms apply to and must be read together with these Terms. You must comply with both these Terms and the Card terms. By enrolling, activating and using a Card on Apple Pay, you accept these Terms.**
- 1.5 **Unless these Terms state otherwise, your Card terms will continue to apply to the enrolment or use of any Card through Apple Pay.**

2 Your Card on Apple Pay is separate from your plastic card

- 2.1 Once you have enrolled and activated a Card on Apple Pay (which is then referred to as a Token), it exists independently and separately from your plastic Card. This means that you will be able to use your Token to pay for transactions wherever Apple Pay is available. **However, if your plastic Card is reported as lost, stolen or compromised, or it expires, we will also delete the corresponding Token. Once a new plastic Card has been issued to you, we will automatically enrol and activate your new Card on Apple Pay on your behalf. (This could happen before you have taken delivery of the new plastic Card.)**
- 2.2 **You can only stop your Token from working on Apple Pay if you switch off the functionality through the Standard Bank Mobile Banking App, if you remove the Token from Apple Pay or when you close your Card account.**

3 USING A TOKEN TO PAY FOR A TRANSACTION

- 3.1 When your Token is used to pay for a transaction, we assume that you have authorised the transaction, even if it took place without your knowledge or consent or was not authorised by you. **This means that, unless you notified us beforehand that your Token is being used or about to be used without your knowledge or consent, or that your Apple Pay details are compromised, you are liable (responsible) for all losses in connection with that transaction.**
- 3.2 We may stop supporting the use of the Token on Apple Pay at any time.

4 Keeping your Apple Device, token and other information secure

- 4.1 You must take all necessary steps to prevent the unauthorised or fraudulent use of your Token/s, and any confidential code, username and password, card PIN, security token and other information (collectively called **security codes**) that you use when you make a payment with your Token or when you access Apple Pay.
- 4.2 You must comply with all security guidelines that we provide to you. For example:
- 4.2.1 **Protect and keep confidential your security codes – there is no reason for any person, including our staff, to use them or know about them. You are liable for all activities that occur by means of the security codes.**
- 4.2.2 Always delete your Token/s from your old Apple device if you change, replace or destroy it, or when it is in for repair.
- 4.2.3 Keep your Apple device or Apple Pay security software up-to-date.
- 4.2.4 Take reasonable precautions to keep your Apple device safe and secure. **We strongly recommend that you keep any device in your possession and protected with an access code or biometrics (Face ID or Touch ID).**
- 4.2.5 Keep your contact details up-to-date and let us know immediately if they change.

- 4.2.6 Immediately inform us if there is a suspicious or unauthorised transaction on your Card account or Token, if your Card or Token has been lost, stolen or compromised, or if there is any unauthorised access or use of your security codes.

- 4.2.7 Immediately let us and your mobile network operator know if your Apple device is stolen or if you believe you have been a victim of a SIM swap (in other words the SIM card connected to your mobile phone number is changed without your knowledge or consent). You should also immediately report the incident to a police station.

- 4.2.8 Immediately change your security codes if you suspect that your email address or other personal information has been compromised or that your Apple device has been stolen.

- 4.3 **If you fail to keep your Apple device/s, Token, Security Codes or other information secure, this may result in the unauthorised use of Apple Pay, your Token/s, your Card account, any other card/s (digital or plastic) or bank accounts linked to the Card account or other information.**

5 Fees and Costs relating to Apple Pay

We will not charge you extra fees when you use your Token through Apple Pay (all the usual Card fees still apply). Other parties (including Apple and any mobile network service provider) may however charge you for the use of Apple Pay.

6 Apple is solely responsible for Apple Pay

- 6.1 When you register for Apple Pay, you accept Apple's terms and conditions as well as their data security and privacy policies. **We are not responsible for the security, function, content or any other aspect of Apple Pay. Apple's terms and conditions are separate from these Terms. It is your responsibility to read Apple's terms and ensure that you are comfortable accepting them before enrolling and activating your Card/s on or using a Token/s through Apple Pay.**
- 6.2 Any information collected by Apple through your registration and use of Apple Pay, including personal information, is subject to Apple's terms and conditions and their data security and privacy policies. Such information is not governed by our data protection policy, our general terms and conditions or these Terms. **We are not responsible for any loss you suffer in connection with Apple's use of your information.**
- 6.3 Apple is solely responsible for the function of Apple Pay. However, if you have any questions about how to use Apple Pay or any problems with Apple Pay, you can contact our Client Contact Centre first for help.

7 Sharing information with Third Parties

For you to use your Token through Apple Pay, we may be required to share your personal information with Apple and any third party that provides services to Apple and to us in respect of the Apple Pay services. **By using your Token through Apple Pay, you are giving consent for us to share your information with these parties.**

8 Where we are not responsible

- 8.1 **We do not give any guarantee that Apple Pay will be accepted by all merchants or that it will work as a payment method.**
- 8.2 **In addition to any limitation of our liability as set out in the Card terms and except as provided for in law, we are not liable for any loss or inconvenience you suffer if:**
- 8.2.1 **you breach these Terms;**
- 8.2.2 **the loss is caused by circumstances beyond our control or is indirect or consequential;**
- 8.2.3 **Apple Pay is unavailable or does not work for any reason;**
- 8.2.4 **you are unable to enrol or activate your Card on Apple Pay or experience any other technical issue;**
- 8.2.5 **a merchant refuses to accept Apple Pay;**
- 8.2.6 **there is a security breach affecting any information stored on Apple Pay or sent from Apple Pay, or information on your Card or Token (this is Apple's responsibility).**