

Additional Terms and Conditions applying to use of Eligible Cards with Apple Pay

These Additional Terms and Conditions supplement the Card Terms and Conditions of Unlimit and constitute an integral part thereof. Together they govern the rights and obligations of Unlimit and the Cardholder in respect of using Apple Pay.

By registering your Eligible Card for Apple Pay (as described and defined below), you fully and unconditionally accept these Terms and Conditions, which govern the provision and use of your Eligible Card in Apple Pay.

Terms and expressions defined in the Card Terms and Conditions have the same respective meanings when used in these Additional Terms and Conditions, unless otherwise defined in these Additional Terms and Conditions.

Definitions:

Apple means Apple Distribution International Ltd, an Irish unlimited corporation, having a principal place of business at Hollyhill Industrial Estate, Cork, Ireland.

Apple Device means any Apple equipment or Apple device used to access your account, including an iPhone mobile phone, Apple Watch wearable device, iPad tablet or MacBook computer. Devices modified contrary to the software or hardware guidelines of a manufacturer, including by disabling hardware or software controls, (commonly referred to as “jailbreaking”), are not considered as Apple Devices for the purposes of these Additional Terms and Conditions.

Apple Pay means the service operated by Apple which allows you to make contactless and in-app payments to participating merchants with your Apple Device.

Apple Pay Terms means any agreement entered into between you and Apple in connection with Apple Pay.

Apple Wallet means the application made available by Apple from time to time to facilitate Contactless Transactions and In-App Transactions via Apple Pay.

Cardholder (or “you”) means a Cardholder referred to in the Card Terms and Conditions of Unlimit.

Card Terms and Conditions means the binding contract between the customer and Unlimit, which governs the provision of services offered by Unlimit to the customer in connection with the use of Eligible Cards;

Device Account Number means a unique number which is created during the registration process linking your Eligible Card to your Apple Device.

Eligible Card means a Card issued by Unlimit pursuant to Card Terms and Conditions, under a Card Association brand to a Cardholder as instructed by the Customer, whether in plastic or virtual form, personal or business, that is eligible for registration in Apple Pay.

Face ID means the face recognition feature on your Apple Device.

In-App Transactions means the ability of an Apple Device to facilitate payment of a product or service via an on-line application.

Mobile Carrier means the provider of wireless communication services to your Apple Device.

One Time Password means the activation code sent to you via Unlimit’s SMS-service or by other means as may be determined by Unlimit, as required to complete your Apple Pay provision.

Passcode means the four to eight digit security feature that you have chosen as a password on your Apple Device.

Personal Data means any information that identifies an individual or relates to an identifiable individual or as otherwise defined under applicable data protection laws, including the General Data Protection Regulation (EU) 2016/67 (GDPR) and any amendments or replacement legislation or regulation.

Touch ID means the fingerprint recognition feature on your Apple Device.

Unlimit means Unlimit EU Ltd, a company registered in Cyprus (Reg.no. HE328641) having its registered and head office at 125, Griva Digeni, Limassol 3101, Cyprus and licensed by the Central Bank of Cyprus as an Electronic Money Institution

In the event of any inconsistencies between these Terms and Conditions and the Card Terms and Conditions, these Additional Terms and Conditions prevail.

1. Registration of your Eligible Card for Apple Pay

- 1.1. To use Apple Pay, you are required to register your Eligible Card. For this, you must:
 - a. Create a Device Account Number linking your Eligible Card to your Apple Device. You can do this by opening the Apple Wallet app on your Apple Device and following the on screen instructions; and
 - b. Confirm your identity. You will be asked to do this by entering a One Time Password that will be sent to you.
 - c. Check that only your fingerprints are registered for Touch ID and/or only your face is registered for Face ID. Touch ID and/or Face ID are

used to authorise transactions made using Apple Pay. If someone else's fingerprints and/or face are used to authorise an Apple Pay transaction you will be fully responsible for any payments made by them. As part of the registration process, you must accept these Additional Terms and Conditions to use Apple Pay and they govern your access and use of your card via Apple Pay only as between Unlimit and you.

Apple Pay is provided by Apple and by using it, you are subject to the Apple Pay Terms, and to any other Apple or third party agreements which apply ("**Third Party Agreements**"). You are also subject to these Third Party Agreements when you give them your personal EU information, use their services or visit their respective websites. Unlimit is not responsible for any agreements you enter into with Apple or with any other third parties in connection with Apple Pay, and Unlimit is not liable to you for its provision, functioning and security security or any particular requirements or processes of third parties .

- 1.2. Unlimit may allow you to register the same Eligible Card on more than one Apple Device, and Unlimit may allow Eligible Cards belonging to different cardholders to be registered to the same Apple Device. You must, however, continue to keep your Apple Device secure and your Passcode and other security details confidential.

2. **General Terms and Using Apple Pay**

- 2.1. When you register your Eligible Card for Apple Pay you acknowledge and agree that:
 - a. Unlimit will process your Personal Data in order to allow your Eligible Card to be used for Apple Pay; Unlimit shall ensure that all such Personal Data is at all times processed in accordance with data protection law. Further information may be found in Unlimit's privacy notice which is available as described above at www.unlimit.com and this paragraph shall be read in conjunction with such privacy notice. Where Apple Pay requests Personal Data for activation and usage of Apple Pay (including Card number details required), you provide such Personal Data on your own initiative. Any Personal Data provided during activation and usage will be processed by Apple and Unlimit is not involved in this processing of this Personal Data. You are advised to refer to Apple's applicable privacy policy and information to learn about how Apple processes your Personal Data and your rights.
 - b. Unlimit will collect Personal Data about you from Apple in order to provide customer support, detect and manage fraud and comply with applicable laws and regulations.
 - c. Unlimit will share anonymised information relating to your Apple Pay transactions with Apple in order to improve and develop its technology.
 - d. Unlimit will display your recent Apple Pay transactions on your Apple Device for your convenience. You can turn this display off at any time within Apple Pay.
 - e. Unlimit does not currently charge additional fees for registration of your Eligible Card or using your registered Eligible Card via Apple Pay and/or via Apple Pay App (performing transactions using Cards via Apple Pay and/or Apple Pay App). Unlimit reserves the right to charge additional fees in the future in accordance with the notification procedures stipulated in the Card Terms and Conditions.
 - f. Transactions made using Apple Pay are subject to Unlimit's fees, charges and commissions as detailed in the Card Terms and Conditions.
 - g. Your Mobile Carrier may charge you for using their services.
 - h. Other costs and taxes may exist that are not charged by Unlimit.
- 2.2. If Unlimit replaces your Eligible Card, you may be required to re-register your new card for Apple Pay, following the instructions given in paragraph following the instructions given in Paragraph 1 (Registration of your Eligible Card for Apple Pay) above.
- 2.3. When you use Apple Pay, you must:
 - a. not do so for any fraudulent undertaking or in any manner so as to interfere with the operation of Apple Pay; and
 - b. comply with all laws, rules, and regulations applicable to you and the place where you use Apple Pay, including any applicable tax laws and regulations.

3. **Making a Payment**

- 3.1. When you use Apple Pay in stores for making a Contactless Transaction, you must authenticate payment on your Apple Device using Touch ID or Face ID or your Passcode, or any other of Apple's authentication methods from time to time. Limits on the amount accepted when making a Contactless Transaction may apply, depending on the jurisdiction.
- 3.2. Functionality of the Apple Pay service may differ in the jurisdiction in which the Eligible Card is being used from that in which the card is registered. You should check specific functionalities with Apple.
- 3.3. When payment is authenticated, your Apple Device provides your Device Account Number to the store's point of sale (POS) terminal. Your payment information is verified by checking the Device Account Number to ensure it is unique and tied to your Apple Device. Payment may then be made from your Card and Card Account.
- 3.4. When you use Apple Pay in Apps, Apple Pay receives your Device Account Number and re-encrypts it with a developer specific key before

the transaction information is sent to the app concerned. This key helps to ensure that only the app you are purchasing from can access your encrypted payment information. When your information is verified, Payment may then be made from your Card Account.

35. As is usual for payments made using your Card, you are unable to stop a payment made using Apple Pay once you have authorised it.

4. Security

- 4.1. In addition to any other obligations or responsibilities you may have under these Additional Terms and Conditions, you must take all reasonable steps to maintain the confidentiality of any information shown or stored on your Apple Device in connection with your use of Apple Pay. You are solely responsible for the safety and security of your Apple Device. In particular, you must:
- a. Use appropriate security, including Passcode, Touch ID, and Face ID where available, on your Apple Device.
 - b. Never give anyone else your Passcode or other security details relating to your Apple Device or Apple Pay. Unlimit will never ask you for them, so don't share them with anyone. If you suspect that someone knows them, change them immediately and contact Unlimit.
- 4.2. Biometric data (Touch ID and/or Face ID) are not collected, accessed, processed or held by Unlimit. Such biometric data are stored on the Apple Device and the matching is done at the level of Apple Device. This functionality can be disabled using instructions provided by Apple.

5. Changes to Apple Pay

- 5.1. Apple may change Apple Pay at any time, or cease to offer it. Further information may be obtained from Apple applicable terms and conditions.
- 5.2. Unlimit may amend these Additional Terms and Conditions from time to time. When there are changes, Unlimit may ask you to read and accept any changes before you can continue to use Apple Pay. Unlimit reserves the right to amend these Terms and Conditions in the same manner as provided for in the Card Terms and Conditions concerning amendments of Card Terms and Conditions. In case of your non-acceptance of the proposed amended Terms and Conditions before their effective date, you are entitled to terminate Apple Pay prior to the proposed effective date as provided in the section directly below; continued use of Apple Pay after the effective date of the amendments shall constitute acceptance of the amended Terms and Conditions.

6. Suspension, Deactivation and Termination of Service

- 6.1. Unlimit may refuse to register you for Apple Pay, or to block or restrict your Eligible Card where Unlimit has reasonable grounds for doing so, without any prior notice, for the following reasons:
- a. if you are suspected of making fraudulent transactions and/or making illegal use of your Eligible Card via Apple Pay;
 - b. upon suspicion of money laundering and/or terrorist financing;
 - c. due to reasonable request of Apple;
 - d. if so requested or required by Unlimit's supervisory authorities, data protection authorities or regulatory authorities or any other competent authority;
 - e. if otherwise required by these Terms and Conditions, the Card Terms and Conditions of Unlimit or by applicable law.
- 6.2. If you change or swap your Apple Device you must delete all your information in your Wallet App. If you wish to continue using Apple Pay you should register for Apple Pay on your new device.
- 6.3. Unlimit, as well as payment networks and merchants, have the right to establish and impose limits and restrictions at their own discretion from time to time (such as for example on any daily and/or individual transaction amount(s) charged to your Card through Apple Pay. This may mean that you are unable to complete a transaction that exceeds such limits or restrictions when using your Card via Apple Pay.
- 6.4. Unlimit can terminate your use of the Eligible Card(s) via Apple Pay at its sole discretion any time by giving you at least one month's notice or other notice pursuant to Card Terms and Conditions, without limiting its rights and in addition to any rights of termination, cancellation or suspension of Cards under the Card Terms and Conditions.
- 6.5. The provision of Apple Pay and/or Apple Pay App in general and/or with respect to Cards issued by Unlimit may be changed, suspended and/or terminated by Apple at any time without notice to you. Further information may be obtained from Apple applicable terms and conditions. The termination of these Additional Terms and Conditions is without prejudice to any rights and/or remedies accrued.
- 6.6. You can terminate Apple Pay at any time by deleting your Eligible Card details from your Apple Device.
- 6.7. If your Card or Card Account is terminated in accordance with the provisions of the Card Terms and Conditions of Unlimit, then registration of your Eligible Card for Apple Pay will be automatically terminated.

7. Your Liability

- 7.1. You are solely responsible for the accuracy of the data given by you when you register for Apple Pay and when you authorise an Apple Pay transaction.

- 7.2. You are fully responsible for the security of your Apple Device. **If your Apple Device has been lost or stolen you must contact Unlimit immediately and use all reasonable endeavours to deactivate your Eligible Card from Apple Pay, including using the Find My iPhone App and by following the procedure in the Card Terms and Conditions in respect to Loss or theft of Card.**
- 7.3. You must ensure that only your own biometrics are registered for Touch ID or Face ID. If you register or allow registration (purposely or negligently) of the biometrics of a third party for Touch ID or Face ID or Passcode on your Device then you will be responsible for any payments they make from your Apple Device and you are taken to have authorised that person to transact on your Card Account using Apple Pay. This means that any Apple Pay transaction initiated by that person using your Passcode will be deemed to have been authorized by you and for which you are fully responsible and liable. Such transaction will not qualify as unauthorized transactions under the Card Terms and conditions of Unlimit. You will also be responsible for any transaction carried out via Apple Pay by non-authorized parties whose biometrics were stored in your Device.
- 7.4. Where there has been an unauthorised transaction on your Card Account, or where a payment either into or out of your Card Account has been carried out incorrectly, please refer to the Card Terms and Conditions of Unlimit for details on how to proceed.
- 7.5. If you have been grossly negligent or you have deliberately not followed the steps in section 4 (Security) of these terms, you will be responsible for all losses that occur before you tell us that you have lost your Device or the security of your Card has been compromised. If you have been fraudulent, you will be responsible for all losses.

8. Unlimit's Liability

- 8.1. Apple Pay is provided by Apple and relies on other third parties such as your Mobile Carrier and acceptance of Apple Pay as a payment method by merchants in order to function.
- 8.2. Unlimit is not responsible for any loss or inconvenience as a result of non-acceptance or refusal to accept Apple Pay by any merchant or third party.
- 8.3. In particular and without prejudice to the generality of clause 8.2, Unlimit does not warrant that you will at all times be able to use your card via Apple Pay to complete a transaction, that a merchant will accept Apple Pay or that the use of Apple Pay will be uninterrupted or error free.
- 8.4. To the maximum extent permitted by applicable law, in no event shall Unlimit, its processors, suppliers, or licensors (or their respective affiliates, agents, directors, and employees) be liable for any direct, indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data, or other intangible losses, that result from the use of, inability to use, or unavailability of Apple Pay, including your use of your Eligible Card in connection with Apple Pay.
- 8.5. To the maximum extent permitted by applicable law, Unlimit, its processors, suppliers, and licensors (and their respective affiliates, agents, directors, and employees) assume no liability or responsibility for: (i) any errors, mistakes, or inaccuracies of content; (ii) any personal injury or property damage, of any nature whatsoever, resulting from your access to or use of Apple Pay, including your use of your Eligible Card in connection with Apple Pay; (iii) any interruption or cessation of transmission to or from Apple Pay; (iv) any bugs, viruses, Trojan horses, or the like that may be transmitted to or through Apple Pay by you or any third party; (v) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through Apple Pay; and/or (vi) user content or the defamatory, offensive, or illegal conduct of any third party.
- 8.6. In particular and without prejudice to the generality of clause 8.5, to the fullest extent permitted by applicable law, Unlimit cannot be held responsible for any delay, interruption or other event that prevents you from using Apple Pay or your Device for any transaction, or anything that goes wrong with Apple Pay or your Device, or anything that compromises your privacy or the security of your transactions.

9. Indemnity

You will indemnify, defend, and hold Unlimit (and its employees, directors, agents, affiliates and representatives) harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your obligations set forth in these Terms and Conditions; (b) your wrongful or improper use of Apple Pay, including wilful misconduct or fraud; (c) your violation of any third-party right; (d) your violation of any law, rule or regulation of any country; (e) any access or use of Apple Pay by any other party with your Passcode or other appropriate security code, and (f) any change in law, regulation or official directive which has an effect on the Eligible Card or Apple Pay, and the same may be debited to your Card Account and/ or shall be paid by you on demand.

10. Waiver

Failure of Unlimit to exercise its rights arising from any provision of these Terms and Conditions shall not constitute waiver of Unlimit's rights

11. **Severability**

12. If any provision of these Terms and Conditions is deemed to be, or becomes invalid, unlawful, void or unenforceable under applicable laws and regulations, such provision will be deemed amended to conform to applicable laws and regulations so as to be valid and enforceable, or if it cannot be so amended without material altering the intention of the parties, it will be deleted, but the validity, legality and enforceability of the remaining provisions of these Terms and Conditions shall not be impaired or affected in any way.

13. **Governing Law**

The same laws that govern your Card Account shall govern these Terms and Conditions.

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