

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

By registering your Eligible Card for Google 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 Google Pay as between you (as the Cardholder) and Unlimit.

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:

Cardholder (or “you”) means the 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 means any Android devices from a wide variety of manufacturers and form factors, including mobile phones, tablets, and Wear OS by Google devices that has your card or account details on it and which allows you to make payments when used with your security details. 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 Devices for the purposes of these Additional Terms and Conditions.

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

Google means Google Ireland Limited whose principal place of business is at Gordon House, Barrow Street, Dublin 4, Ireland.

Google Pay (previously Android Pay) means the platform operated by Google which allows you to make contactless and in-app payments to participating merchants with your Device.

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

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

In-App Transactions means the ability of a 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 Device.

One Time Password means the activation code sent to you via Unlimit’s SMS-service (referred to in the Card Terms & conditions) or via other means as may be determined by Unlimit, required to complete your Google Pay provision.

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

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 Additional Terms and Conditions and the Card Terms and Conditions, these Additional Terms and Conditions prevail.

1. Registration of your Eligible Card for Google Pay

1.1. In order to use Google Pay, you are required to register your Eligible Card. For this, you must:

- a. Open the Google Pay App on your Device and sign in;
- b. Enter your Eligible Card details and address details;
- c. Review and accept these Additional Terms and Conditions of use; and

- d. Verify your cards for security then follow the on-screen instructions. For security purposes, Unlimit will ask you to enter a One-Time Passcode to confirm your identity that will be sent to you by Unlimit by SMS or another method provided for by Unlimit's Terms & Conditions; and
- e. If you don't have a Device screen lock, you'll be prompted to set up one for security.

As part of the registration process, you must accept these Additional Terms and Conditions to use Google Pay and they govern your access to and use of your card via Google Pay only as between Unlimit and you.

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

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

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

- 21. When you register your Eligible Card for Google Pay you acknowledge and agree that:
 - a. Unlimit will process your Personal Data in order to allow your Eligible Card to be used for Google 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 Google Pay requests Personal Data for activation and usage of Google 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 Google and Unlimit is not involved in this processing of this Personal Data. You are advised to refer to Google's applicable privacy policy and information to learn about how Google processes your Personal Data and your rights.
 - b. Unlimit will collect personal Data about you from Google 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 Google Pay transactions with Google in order to improve and develop its technology.
 - d. Unlimit will display your recent Google Pay transactions on your Device for your convenience. You can turn this display off at any time within Google Pay.
 - e. Unlimit does not currently charge additional fees for registration of your Eligible Card or using your registered Eligible Card via Google Pay and/or via Google Pay App (performing transactions using Cards via Google Pay and/or Google 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 Google 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.
- 22. If Unlimit replaces your Eligible Card, you may be required to re-register your new card for Google Pay, following the instructions given in Paragraph 1 (Registration of your Eligible Card for Google Pay) above.
- 23. When you use Google Pay, you must:
 - a. not do so for any fraudulent undertaking or in any manner so as to interfere with the operation of Google Pay; and
 - b. comply with all laws, rules, and regulations applicable to you and the place where you use Google Pay, including any applicable tax laws and regulations.

3. **Making a Payment**

- 3.1. When you use Google Pay in stores for making a Contactless Transaction, you may be asked to authenticate payment on your Device by using your Passcode or using Touch ID or Face ID (if this has been set up on the Device), or any other of Google'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 Google 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 Google.
- 3.3. When payment is authenticated, your 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 Device. Payment may then be made from your Card and Card Account.

3.4. As is usual for payments made using your Card, you are unable to stop a payment made using Google 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 Device in connection with your use of Google Pay. You are solely responsible for the safety and security of your Device. In particular, you must:

- a. Use appropriate security, including Passcode, Touch ID, and Face ID where available, on your Device.
- b. Never give anyone else your Passcode or other security details relating to your Device or Google 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) where used to make a payment in a particular jurisdiction are not collected, accessed, processed or held by Unlimit. Such biometric data are stored on the Device and the matching is done at the level of Device. This functionality can be disabled using instructions provided by Google.

5. **Changes to Google Pay**

5.1. Google may change Google Pay at any time or cease to offer it. Further information may be obtained from Google 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 Google 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 Google Pay prior to the proposed effective date as provided in the section directly below; continued use of Google 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 Google 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 Google Pay;
- b. upon suspicion of money laundering and/or terrorist financing;
- c. due to reasonable request of Google;
- d. if so requested or required by Unlimit's supervisory or regulatory authorities, data protection 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 Device, you must delete all your information in your Wallet App. If you wish to continue using Google Pay you should register for Google 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 Google Pay. This may mean that you are unable to complete a transaction that exceeds such limits or restrictions when using your Card via Google Pay.

6.4. Unlimit can terminate your use of the Eligible Card(s) via Google 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 Google Pay and/or Google Pay App in general and/or with respect to Cards issued by Unlimit may be changed, suspended and/or terminated by Google at any time without notice to you. Further information may be obtained from Google 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 Google Pay at any time by deleting your Eligible Card details from your Device.

6.7. If your Card and Card Account is terminated in accordance with the provisions of the Card Terms and Conditions of Unlimit, then registration of your Eligible Card for Google 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 Google Pay and when you authorise a Google Pay transaction.

7.2. You are fully responsible for the security of your Apply Device. **If your Device has been lost or stolen, you must contact Unlimit**

immediately and use all reasonable endeavours to deactivate your Eligible Card from Google Pay and follow the procedures 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 Device and you are taken to have authorised that person to transact on your Card Account using Google Pay. This means that any Google 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 Google 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. Google Pay is provided by Google and relies on other third parties such as your Mobile Carrier and acceptance of Google 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 Google 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 Google Pay to complete a transaction, that a merchant will accept Google Pay or that the use of Google 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 Google Pay, including your use of your Eligible Card in connection with Google 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 Google Pay, including your use of your Eligible Card in connection with Google Pay; (iii) any interruption or cessation of transmission to or from Google Pay; (iv) any bugs, viruses, Trojan horses, or the like that may be transmitted to or through Google 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 Google 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 Google Pay or your Device for any transaction, or anything that goes wrong with Google 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 Google 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 Google 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 Google 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**

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.

12. **Governing Law**

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

Android, Google Pay, and the Google Logo are trademarks of Google LLC.