

TSB Apple Pay Conditions of Use



Effective 1 June 2024

These conditions of use, and the TSB conditions of use for your eligible card, determine how you use your eligible card with Apple Pay. Read these conditions of use carefully and ask us if you have questions.

These conditions of use only apply to Apple Pay

The conditions of use for Apple Pay are separate from the terms for your accounts and eligible cards.

Other conditions of use do not apply to Apple Pay

Our General Terms, which covers other TSB digital and mobile conditions of use, is not part of these Apple Pay conditions of use.

Your eligible card may have features with their own terms and conditions. In that case, we will tell you about these and where to find out more.

Contents

1. Read this first — keeping your Apple device secure	2
2. Definitions	2
3. Setting up an eligible card in your Apple Wallet on your Apple device	3
4. Making contactless transactions using Apple Pay	3
5. We might not accept some transactions	3
6. We might block your card	4
7. What happens if losses occur	4
8. Fees and charges	5
9. Apple provides Apple Pay	5
10. Making changes to these conditions of use	5
11. How we collect, share and use your information	5
12. What happens if a term is unlawful or not valid	6
13. New Zealand law applies to these conditions of use	6
14. Trademarks	6

1. Read this first — keeping your Apple device secure

You use Apple Pay with an Apple device. When Apple Pay is activated, anyone with access to your device can make payments using any cards registered in Apple Pay. Some Apple Pay transactions can be completed even when your device is locked.

Read these important rules before you use your device to make Apple Pay payments with your eligible card.

1. Do not give or lend your device to anyone else.
2. Keep your device in your sight when using it, where possible.
3. Do not leave your device in an unattended wallet, purse, vehicle, or anywhere else it could be stolen.
4. Protect your PIN and passcode at all times.
5. Do not tell anyone your PIN or passcode — including merchants, the police, our staff, your family or while communicating on the internet. Even if our staff are carrying out an investigation, they will not need your PIN or passcode.
6. Do not write down your PIN or passcode anywhere.
7. Do not allow anyone else to enable biometric ID on your device.
8. Make sure no one can see you enter your PIN at terminals or passcode on your device.
9. Use a screen lock on any device that has an eligible card loaded on it through Apple Pay.
10. Remove eligible cards from your Apple device before selling or giving away your device.
11. Do not set up your eligible card on Apple Pay on any device that you do not own or control at all times.
12. Protect your device. Update its operating system regularly and install only trusted applications. Do not do anything fraudulent or malicious such as reverse engineering, hacking, or overriding its hardware or software.

2. Definitions

Some words or phrases in these conditions of use have specific meanings. We include a glossary below to explain the meaning of these words.

Apple: means Apple, Inc. and/or its related bodies corporate and affiliates.

Apple device: means any phone, tablet or wearable device such as an iPhone, iPad, MacBook or Apple Watch, which is manufactured by Apple and uses iOS software.

Apple Pay: means the mobile payment and digital wallet service created by Apple that lets users make payments using certain Apple devices and eligible cards registered on such Apple devices.

Apple Wallet: means the app made available by Apple to facilitate Apple Pay payments.

Biometric ID: means identity verification using your unique physical and other traits, such as voice or facial recognition or fingerprint logon using Touch ID fingerprint identity sensor.

Eligible card: any TSB Mastercard debit or credit card we have approved for use in Apple Pay, and which is not expired, blocked, suspended or cancelled.

Passcode: the code you use to unlock your Apple device.

PIN: the Personal Identification Number you selected, allowing you to use your card to access transactions through an ATM or terminal.

We, us and our: TSB Bank Limited.

You and your: someone who holds an eligible card that has been added to Apple Pay.

3. Setting up an eligible card in your Apple Wallet on your Apple device

How Apple Pay works depends on your settings and your device

You can only add an eligible card to Apple Pay if all the following are true:

1. Your default payment account is in good standing.
2. Each account holder agrees to add the eligible card to Apple Pay and any devices.
3. We can confirm your identity, and the identity of any additional cardholders.

Preparing to use Apple Pay

Before you can use Apple Pay to make contactless payments, you must set up an eligible card on your device, which must have a passcode enabled. Do the following once you have set up your passcode:

1. Confirm your device is the supported version and Apple Wallet installed.
2. You need to use biometric ID or the passcode for your Apple device to activate Apple Pay.
3. You must nominate an eligible card in Apple Pay to make contactless transactions. This will be your default card in Apple Pay. Transactions will be debited from the card account for your default card in Apple Pay unless you select a different card for that transaction.
4. Set up Apple Pay as the default mobile wallet application in your device settings.

You may remove an eligible card from Apple Pay at any time.

4. Making contactless transactions using Apple Pay

You can make contactless transactions by tapping your device on a contactless reader. You can do this in New Zealand or overseas with any merchant or bank displaying the contactless symbol.

Apple Pay may authorise transactions without unlocking your device for selected transit systems. Transactions will require you to use biometric ID or passcode to authorise your payment.

Transaction limits may apply

In New Zealand, you can make contactless transactions up to a certain limit without entering a PIN or unlocking your device. This limit can change from time to time. To find the current limit, see our website www.tsb.co.nz.

Different limits may apply if you use your device to make a contactless transaction overseas. We do not set overseas limits.

You can still use Apple Pay above these limits, but you may have to unlock your device.

You can use alternative cards

We automatically withdraw the value of the transaction from the default payment account for the default card.

You can select another eligible card instead for an individual transaction. Select the card before tapping your device to pay.

Your next transaction will automatically revert to your default card, but you can change the card again.

5. We might not accept some transactions

We may not accept a transaction, including where:

- You try to spend more than a limit for your card.
- We suspect someone is misusing your card.
- We feel we need to decline the transaction to keep your card or accounts secure.
- We believe accepting the transaction could breach a law or sanction.

6. We might block your card

The TSB conditions of use for your eligible card give us rights to block, suspend or cancel your card. We may also block, suspend or terminate your eligible card in Apple Pay with or without notice at any time, including if:

- You are in default under our terms and conditions.
- We suspect someone is misusing your device.
- We feel the action is necessary to keep your eligible card or accounts secure.
- We believe accepting the transaction could breach a law or sanction.
- Apple or Mastercard directs us to do so — for example, if they suspect fraud.

Temporarily block transactions if you need to

Call us as immediately on 0800 872 226 so we can block transactions on your eligible card in any of these cases:

- Your device is lost or stolen.
- You suspect someone has used Apple Pay to make a contactless transaction without your permission.
- Someone knows your PIN or passcode.
- You suspect a security breach on your device or Apple Pay.
- The mobile service on your device is suddenly disconnected without your permission. This may mean you have been the victim of mobile phone fraud.

If you are overseas, phone +64 6 968 3700 collect through an operator. A collect call allows you to call for free, but only if you ask the local operator first.

Once we know what is wrong, we may tell the police, Apple or the merchant. You must lodge a formal complaint with the police if we ask you to.

7. What happens if losses occur

If a loss occurs, our liability may be limited in some cases.

You are responsible for unauthorised use

If an eligible card is activated on your device and another person has access to your device, you are deemed to have authorised any transaction made on your account using Apple Pay. You will be responsible whether or not you have actually authorised the transaction.

There is one exception when you won't be liable for unauthorised transactions made with your eligible card using Apple Pay. This is where you've asked us to block Apple Pay transactions on your card and new transactions are processed during a period where you've advised us that someone else may be able to unlock your device. This exception won't apply if you've acted dishonestly or negligently.

Our liability is limited if you suffer loss or damage from using Apple Pay

We are not responsible for any direct or indirect loss or damage that happens because you use Apple Pay.

You agree to our limited liability, to the extent that:

- Your fraud or negligence caused the loss or damage.
- You contributed to the loss or damage.
- Circumstances beyond our control caused the loss or damage, such as malfunction or failure of any equipment or systems supporting Apple Pay.

Our liability is also limited in other situations

We are also not liable for any direct or indirect loss or damage to the extent that the law allows, including if:

- You cannot use or access Apple Pay.
- Your device is damaged when you use or try to use Apple Pay.
- Any transaction fails or is declined when you use Apple Pay.
- Goods or services you buy using Apple Pay cause loss or damage.

8. Fees and charges

Any fees and charges we charge for your eligible card will also apply if you use Apple Pay. TSB does not charge you any additional fees for adding or using Apple Pay in New Zealand. You may be charged fees for using Apple Pay overseas. You are responsible for all third party charges associated with the use of Apple Pay (such as carriage or mobile data charges).

9. Apple provides Apple Pay

Apple Pay is a service provided by Apple, not by us. You must agree to and comply with Apple's terms and conditions in order to use Apple Pay.

We give your information to Apple so that you can use an eligible card through Apple Pay. We are not liable for any:

- Error, defect or unavailability of Apple Pay or any device.
- Merchant failing or refusing to process transactions using Apple Pay.
- Reduced level of service because third-party communications and/or network providers fail.

10. Making changes to these conditions of use

We may change any of these conditions of use without your agreement. We will give at least 14 days' notice of these changes.

We will not tell you about a change beforehand if the change is to protect you, or if contactless transaction limits change.

If we change these conditions of use, we will tell you in one of these ways:

- Tell you directly about the changes — for example, by email.
- Display the changes in our branches and/or publish them on www.tsb.co.nz.

11. How we collect, share and use your information

We may exchange information with Apple and other parties when we provide you with Apple Pay services.

We may collect information about your device

We may collect information including from Apple and other third-party service providers about your device — for example:

- Phone number.
- Device type and model.
- Operating system.
- Security information.
- Location information — if you have location services enabled on your device.

We may collect the information for any of these reasons:

- To enable your eligible card in Apple Pay.
- To assist you.
- To resolve any disputes.
- To facilitate billing, accounting, auditing, reconciliation and collection activities.
- To improve and promote Apple Pay and the Apple Pay user experience.
- To tell you about other products and services.
- For internal analytics.

We may collect the information for security reasons, or because we are required to:

- For security purposes and to identify fraud.
- To comply with our obligations to Apple and its Apple Pay service providers.
- To comply with applicable laws and regulations.
- To respond to regulatory or governmental inquiries.

We may exchange information with other parties

We may exchange information with Apple and our third-party service providers, including Mastercard and mobile network operators. The exchange enables you to use your eligible card in Apple Pay, and allows us to share information about suspected security breaches or fraud.

Apple may use the information we give them for any of these reasons:

- To enable your eligible card in Apple Pay.
- To display your transaction history in Apple Wallet.
- To manage, improve and promote the Apple Pay service.
- To map where you have used Apple Pay, to improve the Apple service.
- To obtain information to report on getting new Apple Pay users (including reporting to third parties).
- To create reporting and business analytics.
- To analyse ad attribution at an aggregate level.
- To use information about your Apple account, as Apple's policies allow and as agreed with you.

Apple may use the information for security reasons, or because they are required to:

- To help prevent and detect security breaches and fraud.
- To comply with applicable laws and regulations, and respond to regulatory and governmental inquiries.

Apple may also use your personal information according to their privacy policy.

If you do not want us to collect or disclose this information, you should not register an eligible card for use in Apple Pay.

12. What happens if a term is unlawful or not valid

If any of the terms and conditions in these conditions of use are unlawful or do not meet any duty that we legally need to comply with, that term will be changed to be lawful or to comply with the law. That term will only be changed as needed and will not affect the other terms in these conditions of use.

13. New Zealand law applies to these conditions use

New Zealand law applies to these conditions of use.

Where we refer to laws in your card contract, we are referring to New Zealand laws. The references also include any replacements or amendments to those laws. We are bound to meet the guarantees in the Consumer Guarantees Act 1993.

14. Trademarks

Apple, Apple Pay and Touch ID are trademarks of Apple Inc. iPhone, iPad, iTunes and Apple Watch are trademarks of Apple Inc., registered in the U.S. and other countries. App Store is a service mark of Apple Inc.