

HSBC with Apple Pay Terms and Conditions

1. These terms

To cater for the new technology used by Apple Pay, HSBC hereby informs you of the terms and conditions of your use of Apple Pay with respect to HSBC corporate card on your Apple Device (“these Terms”). This document explains the terms of using Apple Pay and are intended to supplement, and be read in conjunction with, (i) the HSBC terms and conditions governing the HSBC corporate card facility/services that have been granted or made available by HSBC to the Principal Account Holder in respect of which a Card was issued for your use and (ii) the User or Cardholder Conditions of Use (both (i) and (ii) are collectively referred to as “Corporate Card Terms”). These Terms will apply to your Card, and shall take effect upon you successfully registering your Card for Apple Pay on your Apple Device. Your registration of your Card on Apple Pay service will constitute your acceptance of, and agreement to be bound by, these Terms.

Where any of these Terms are inconsistent with the Corporate Card Terms, these Terms will prevail to the extent of such inconsistency. Unless otherwise defined herein, capitalised terms used in these Terms shall have the same meaning given to them in the Corporate Card Terms.

2. Adding and removing a Card

You can add your Card to Apple Pay on your eligible Apple Device, provided that:

- we can verify your identity; and
- the account is not in arrears.

You can remove your Card from Apple Pay at any time.

Instructions on how to add a Card to Apple Pay, or remove one, are set out at www.hsbc.com.au/Applepay

Once a Card is added to Apple Pay, the User or Cardholder can use Apple Pay to authorise transactions on the relevant corporate card account. This is done by using the relevant Apple Device in place of a physical Card at a contactless payment terminal or in an application on an Apple Device. Some contactless payment terminals may require the User or Cardholder to enter the HSBC card personal identification number (“PIN”) for transactions over \$100 and where the terminal does not recognise authorisation by means of biometric identifiers or the Apple Device's passcode.

3. Security and your liability

Any person who can unlock your Apple Device may be able to make transactions using a Card registered in Apple Pay.

If your Card is registered for Apple Pay on any eligible Apple Device, you are responsible for ensuring that:

1. only your biometric identifiers are registered on the Apple Device (and no other person's biometric identifiers are registered);

2. the Apple Pay wallet is not shared with anyone and is used only by yourself as the User or Cardholder;

3. you shall keep the passcode in your Apple Device in a secured manner as you would a banking password or PIN, including by:

- not sharing it with anyone;
- not carrying a record of it with an Apple Device or anything liable to be stolen with an Apple Device (unless a reasonable effort is made to protect the security of it);
- not choosing an easily guessable passcode such as your date of birth or a recognisable part of your name; and
- not acting with carelessness in failing to protect the security of the passcode.

4. you shall keep the Apple Device safe and secure (including by locking it when not in use or when it is unattended and by installing up-to-date anti-virus software on it); and

5. you shall remove your Card from the Apple Device before disposing of the Apple Device.

If you let any other person's biometric identifiers be registered on your Apple Device, or you share your passcode with any other person, you are taken to have authorised that person to transact on your account using Apple Pay.

This means that any Apple Pay transaction initiated by that person using the biometric identifiers or passcode will be authorised by you and the Corporate Card Terms which deal with unauthorised transactions will not apply.

WARNING: this could result in significant loss or liability in relation to such transactions.

If another person's biometric identifiers are registered on your Apple Device, you must ensure that it is removed immediately. If you think another person knows the passcode for the Apple Device, you must change the passcode immediately. At any time, you can delete or suspend your Card from Apple Pay.

Please call us immediately on 1300 300 437 if:

- your Apple Device is lost or stolen;
- your Apple Device's mobile service is suddenly disconnected without your permission (which may indicate you have been subject to mobile phone porting); or
- you suspect a security breach in relation to your Apple Device or Apple Pay or that an unauthorised person has used your passcode, Card PIN or your other credentials to access Apple Pay.

Based on your report, we will suspend use of your Card with Apple Pay. This helps protect you as much as possible from additional loss or liability. More terms which affect your or the Principal Account Holder's liability in relation to transactions are set out in the Corporate Card Terms.

In the Corporate Card Terms which deal about liability for unauthorised transactions:

- each reference to a "PIN" includes a reference to your Apple Device pass code;

- each reference in "Security of Access Methods" includes the requirement to keep your Apple Device and its pass code secure as described above; and

- each reference to a lost or stolen Card includes a lost or stolen Apple Device,

with all necessary modification, notwithstanding that HSBC is not the issuer or provider of your Apple Device (or the associated pass code), and you acknowledge and agree that if another person's biometric identifiers are registered on your Apple Device, any transaction conducted by them is not an unauthorised transaction.

4. Fees and Charges

HSBC does 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 carriage or mobile data charges).

5. Suspension and termination of Apple Pay

HSBC may block, suspend or terminate your Card in Apple Pay:

- if HSBC reasonably suspects fraud;
- if your Card is cancelled, blocked or suspended;
- if you or the Principal Account Holder are in breach of the Corporate Card Terms;
- if required by applicable laws (including but not limited to anti-money laundering and counter terrorism financing laws, or sanctions laws as applicable to HSBC and the HSBC Group anywhere in the world);
- if directed to so by Apple or by the applicable card network (for example, in circumstances of suspected fraud);
- if HSBC's arrangements with Apple regarding Apple Pay cease or are suspended; or
- for any other reason.

More circumstances in which electronic access may be removed in relation to your Card (including through Apple Pay) are set out in the Corporate Card Terms.

6. Data Collection and privacy

HSBC may collect information relating to your Apple Device (including app version, device type and model, operating system and security information such as whether you have obtained root access):

- to ensure that your Card properly functions in Apple Pay;
- for security purposes and to identify fraud;
- for HSBC to better provide assistance to you; and
- to tell you about other products or services that may be of interest to you.

We may also exchange information with Apple and service providers:

- to enable the use of the Card with Apple Pay and to improve the provision of Apple Pay services generally with respect to the use of your Card; and
- about persons involved in suspected security breaches or fraud.

If you do not want us to collect or disclose this information as described above, you should not register your Card for use in Apple Pay. If you do not want to receive marketing information from HSBC, please call and inform us on 1300 300 437.

The Corporate Card Terms and HSBC's Privacy Policy (www.hsbc.com.au/privacy) contain more general information about our collection and handling of your information. Once a Card is registered to your Apple Device, Apple may access your personal information regarding the use of that Card through Apple Pay. Please see Apple's privacy policy at www.apple.com/au/privacy/

7. Apple Pay provided by Apple

Apple Pay is provided by Apple, not by HSBC.

HSBC's obligation to you in relation to the functionality of Apple Pay is limited to securely supplying information to Apple in order to allow the use of an HSBC Card through Apple Pay.

HSBC is otherwise not liable, and does not accept any responsibility, for the use, functionality or availability of Apple Pay, any Apple Device, the availability of compatible contactless readers at merchant locations, or a reduced level of service caused by the failure of third party communications and network providers (unless otherwise provided by law or regulation applicable to HSBC).

You will need to agree to Apple's terms and conditions in order to use Apple Pay.

8. HSBC Liability

HSBC will not be liable for any loss arising from your use of Apple Pay to the extent the loss was caused by:

- your fraud; or
- your use of Apple Pay or the Apple Device in a manner not permitted by Apple (for example, by obtaining root access to your Apple Device); or
- a reduced level of service caused by matters beyond reasonable control (for example, those caused by third party software and network providers); or
- any other circumstances that are beyond the control of HSBC or which are not attributable to HSBC.

9. Changes to these Terms

HSBC can change these Terms by giving you notice as described below. Such changes will not increase your or the Principal Account Holder's liability for transactions already conducted in relation to the use of a Card in Apple Pay.

HSBC may make changes required to immediately restore or maintain the security of a system or individual facility without prior notice. We will notify you or the Principal Account Holder of such changes as soon as practicable.

Otherwise, HSBC will give you or the Principal Account Holder 30 days' prior written notice of any changes which:

- impose or increase our charges relating solely to the use of your Card in Apple Pay;
- increase your or the Principal Account Holder's liability for losses relating to transactions conducted using your Card in Apple Pay; or
- impose, remove or change your daily transaction limit or other periodical transaction limit applying to the use of your Card in Apple Pay.

HSBC may make any other changes to the terms applying to the use of your Card in Apple Pay by notifying you or the Principal Account Holder before the change takes place.

Notice may be given by letter or by electronic means as set out in clause 10 below. We may also provide you or the Principal Account Holder with notice in a manner permitted under the Corporate Card Terms.

10. Communication via SMS or Apple Pay

Without limiting any other means of communicating with you or the Principal Account Holder under the Corporate Card Terms, we may communicate with you by sending an SMS to your Apple Device, an email to the email address you or the Principal Account Holder have provided to us or by writing to you or the Principal Account Holder at the address you or the Principal Account Holder have provided to us. The SMS or notice may include a link to detailed information on our website.

11. Severability and governing law

If any provision or part of a provision of these Terms is illegal, invalid or unenforceable, it will be severed from these Terms and the remaining provisions (or parts of provisions) will continue in full force and effect. These Terms are governed by the law of New South Wales, Australia and you and HSBC agree to submit to the exclusive jurisdiction of the courts of that State.

12. Meanings of words

In these Terms:

- "Apple Device" means a device which supports the Apple operating system, which HSBC determines is eligible for the registration of Cards to be used in Apple Pay.
- "Card" means an HSBC credit or charge card, whether in physical or electronic form (including Virtual Card), that is issued for your use under an HSBC corporate card facility that is made available by HSBC to the Principal Account Holder.

- "Apple Pay" means the mobile payment and digital wallet service created by Apple that lets users make payments using certain devices which supports the Apple operating system and credit cards or debit cards registered on such Apple Devices.

- "Apple" means Apple Pty Limited. ABN 46 002 510 054 and/or its related bodies corporate and affiliates.

- "HSBC", "we" or "us" means HSBC Bank Australia Limited and its successors and assigns, and "our" has a corresponding meaning.

“Principal Account Holder” means the party to whom an HSBC corporate card facility was made available by HSBC and who requested that HSBC provides you with a Card for your use pursuant to that facility.

- “Virtual Card” means a Card issued by HSBC for your use in electronic form and enables transactions to be effected electronically in conjunction with the use of an electronic platform without the need for a physical Card.

- "you" means the User or Cardholder of the corporate card account related to the Card which has been added to the Apple Pay digital wallet on a device which supports the Apple operating system and, as the context requires.

13. Trademarks

Apple and Apple Pay are trademarks of Apple Inc.