

# Newcastle Permanent Apple Pay Terms of Use

Current as of 22 June 2021

## 1 These Terms

- 1.1 By adding your Newcastle Permanent card (Card) to Apple Pay, you accept these Newcastle Permanent Apple Pay Terms of Use (Apple Pay Terms) between you and Newcastle Permanent (ACN 087 651 992) (Newcastle Permanent, us, we, our). Together with the terms and conditions applicable to your accounts (Product Terms) and the Newcastle Permanent Privacy Policy, these Apple Pay Terms govern your use of your eligible Card with Apple Pay.
- 1.2 It is important that you read and understand these Apple Pay Terms, the Product Terms (available here: [newcastlepermanent.com/terms](https://newcastlepermanent.com/terms)) and the Newcastle Permanent Privacy Policy (available here: [newcastlepermanent.com.au/privacy-policy](https://newcastlepermanent.com.au/privacy-policy)) together before registering your Card to Apple Pay.
- 1.3 Your use of the Newcastle Permanent Banking App for Apple Devices is also subject to your agreement with the Banking App Terms and End User Licence Agreement for Apple Devices, available here: [newcastlepermanent.com.au/terms#BankingApps](https://newcastlepermanent.com.au/terms#BankingApps).
- 1.4 We can make changes to these Apple Pay Terms at any time. We will notify you of any material changes to these Apple Pay Terms by electronic notice, including via SMS, email, the Newcastle Permanent App or through the Apple Wallet. We may require you to confirm your continued acceptance of these Apple Pay Terms in order to continue using your Card through Apple Pay.

## 2 Registering and removing a Newcastle Permanent card

- 2.1 You can register an eligible Card to Apple Pay on your compatible Apple device through the Apple Wallet or through the Newcastle Permanent Banking App for Apple Devices, provided we can successfully verify your identity.
- 2.2 We may require you to verify your identity in any of the following ways:
  - (a) SMS verification via a text sent to your mobile device (you should ensure that Newcastle Permanent has your correct mobile number in order to receive the verification text); or
  - (b) by calling our Customer Contact Centre on 13 19 87. We will verify your identity during the call in order to prevent fraudulent registrations.
- 2.3 You can remove your Card linked to your account from Apple Pay through the Apple Wallet at any time. Instructions on how to remove a card from Apple Pay are available on the Apple website and Apple Pay FAQs. You may also request that we unlink your Card from Apple Pay by contacting our Customer Contact Centre on 13 19 87, or visiting any Newcastle Permanent branch.

## 3 Using your Newcastle Permanent card with Apple Pay

- 3.1 Once you have registered your eligible Card to Apple Pay and been successfully verified by us, you may process transactions up to your Card's transaction limit using Apple Pay. Please note that separate transaction limits cannot be set specifically for Apple Pay purchases, and that some merchants may set their own transaction limits for contactless purchases.
- 3.2 To complete a transaction using Apple Pay, you may be required to:
  - (a) enter your security credentials on your Apple device or on Apple Pay;
  - (b) unlock your Apple device; and/or
  - (c) enter your Card PIN.
- 3.3 When using a dual network debit card with Apple Pay, your default networks for payment processing will be Visa unless otherwise set by the merchant. You may also be able to select eftpos processing by choosing 'eftpos SAV' or 'eftpos CHQ'.

## 4 Security and Your Liability

- 4.1 Any person with access to your Apple device may be able to make transactions using your Card on Apple Pay. By registering your Card for Apple Pay, you are responsible for ensuring that:
  - (a) your Apple Pay, including your Apple device on which Apple Pay is enabled, is not shared with anyone;
  - (b) your Passcode for your Apple device and/or your Passcode for Apple Pay is secure in the same way as your Newcastle Permanent Internet Banking password or PIN is secure;
  - (c) where applicable, the biometric identifier (e.g. fingerprint, face-scan) on your Apple device is registered only to you;
  - (d) you remove your Card/s from Apple Pay before you dispose of your Apple device; and
  - (e) all other necessary steps are taken to prevent unauthorised access to Apple Pay on your Apple device.
- 4.2 Subject to the protections under the ePayments Code, if you contribute to any loss suffered by you including by failing to comply with any of the requirements in this clause 4.1, or by unreasonably delaying reporting to us the loss or theft of your Apple device or the unauthorised use of your account details, you are taken to have authorised any transactions performed by others using Apple Pay on your Apple device, and you are responsible for their use of your Card.

4.3 You should check your transaction history regularly to make sure there are no errors or unauthorised transactions. If you suspect unauthorised transactions or transfers have been made using Apple Pay, you should immediately contact our Customer Contact Centre on 13 19 87.

4.4 If your Apple device is lost or stolen, or you otherwise suspect a security breach in terms of your Apple device, you should immediately remove any Card/s registered with Apple Pay and contact our Customer Contact Centre on 13 19 87. Instructions on how to remove a card from Apple Pay are available on the Apple website. Removing your Card from Apple Pay will still allow you to keep using your physical card.

4.5 Despite anything in this clause 4, our liability for any losses incurred by you resulting from unauthorised transactions will be determined by the ePayments Code.

## 5 Fees and charges

5.1 The Product Terms describe the fees and charges we apply to each Card. We do not charge any additional fees for registering or using Apple Pay with your Card.

5.2 You are responsible for all third party charges associated with registering or using Apple Pay on your Apple device (such as carrier or mobile data charges).

## 6 Suspension and termination of Apple Pay

6.1 We may block, suspend or terminate your Card, including for use with Apple Pay, without notice and at any time for any of the following reasons:

- (a) we reasonably suspect fraud or unauthorised use;
- (b) if you are in default in accordance with the Product Terms;
- (c) if required by a regulatory or government body, or by applicable laws (including but not limited to anti-money laundering and counter terrorism financing laws);
- (d) if directed to by Apple;
- (e) if our arrangements with Apple regarding the use of Cards on Apple Pay cease or are suspended; or
- (f) for any other reason, including any reason provided for in the Product Terms.

## 7 Apple Pay provided by Apple

7.1 Apple Pay is a service provided by Apple through the Apple Wallet, and not us. We are not liable for any costs associated with your use of Apple Pay, its unavailability, or the failure of third party merchants to accept payments using Apple Pay (except to the extent that we are deemed liable under the ePayments Code).

7.2 You are required to agree to Apple's terms and conditions in order to use the Apple Pay service.

7.3 Not all Apple devices are compatible with, and can offer the Apple Pay service. A list of compatible Apple devices can be found on the Apple website.

## 8 Data collection and privacy

8.1 When registering your eligible Card through the Apple Wallet, you will be required to provide Apple with certain details, including your Card number, expiry date and the name on the Card.

8.2 If you register your eligible Card through the Newcastle Permanent Banking App for Apple Devices, we will provide these details to Apple on your behalf. If you do not agree to us providing this information to Apple, you should not register your eligible Card through the Newcastle Permanent Banking App for Apple Devices.

8.3 We may exchange information with Apple and service providers related to the set up and use of Apple Pay. By using Apple Pay with your Card, you agree that:

- (a) Apple can provide us with certain information including details about your Apple device, for purposes including customer service and support, detecting and managing fraud and other security reasons, and to comply with applicable laws and regulations;
- (b) We can provide information to Apple and its service providers in order to allow the use of your Card with Apple Pay, and to improve Apple Pay generally; and
- (c) We and Apple may provide information to the scheme providers (VISA and Eftpos Payments Australia Limited ABN 37 136 180 366) and with our service providers, in order to allow the operation of Apple Pay, and to ensure compliance with applicable laws and regulations.

8.4 Our use, collection and disclosure of your personal information and sensitive information are in accordance with the Newcastle Permanent Privacy Policy, available here: [newcastlepermanent.com.au/privacy-policy](https://newcastlepermanent.com.au/privacy-policy). If you do not agree with how we collect or disclose information under these Apple Pay Terms, or the Newcastle Permanent Privacy Policy, you should not register your Card with Apple Pay.

## 9 Contact us

9.1 Any questions or complaints with respect to these Apple Pay Terms should be directed to:

Newcastle Permanent

Postal Address: PO Box 5001 HRMC, NSW 2310

Telephone: 13 19 87

+61 2 4907 6501

Email: [enquiries@newcastlepermanent.com.au](mailto:enquiries@newcastlepermanent.com.au)