

# Apple Pay For Skye Mastercard® – Terms Of Use

## 1. Terms of use

- a. You agree with FlexiCards Australia Pty Ltd (**Skye**) to these terms of use of the Skye Mastercard with Apple Pay (the “**Terms of Use**”) by:
  - i. adding a Skye Mastercard to your Digital Wallet, or
  - ii. allowing another Additional Cardholder to add a Skye Mastercard linked to your Skye Account to their Digital Wallet.
- b. These Terms of Use apply in addition to the terms and conditions in your Skye Mastercard Conditions of Use (the latter, the “**Conditions of Use**”). To the extent of any inconsistency between them, these Terms of Use take precedence over the Conditions of Use.

## 2. Definitions

In these Terms of Use:

- a. **Additional Cardholder** means the person who is issued at your request with a Skye Mastercard to operate your Skye Account.
- b. **Apple** means Apple Pty Limited ABN 46 002 510 054 and/or its related bodies corporate.
- c. **Apple Device** means an iOS device such as an iPad, iPhone or Apple Watch, manufactured by Apple, which we determine is eligible for the registration of a Skye Mastercard to be used with Apple Pay.
- d. **Apple Pay** means Apple’s mobile payment and digital wallet service that lets users make payments using credit cards or debit cards registered on certain Apple Devices.
- e. **Digital Wallet** means the Apple Pay app on an Apple Device.
- f. **Passcode** means any or all of the following:
  - i. the code required to unlock a locked Apple Device;
  - ii. the fingerprint registered to unlock a locked Apple Device; or
  - iii. the biometric face identifier registered to unlock a locked Apple Device.

Capitalised terms (and the terms “**we**”, “**us**” and “**you**”) used in these Terms of Use, but not defined above, are defined in the Conditions of Use.

## 3. Your responsibilities and liability

**WARNING: Any person who can unlock your Apple Device may be able to make transactions using a Skye Mastercard registered in Apple Pay.**

- a. You agree to protect and keep confidential your Passcode (or any other biometric identifier registered on the Apple Device) and any other information required for you to make Card Transactions using your Digital Wallet, including by using a unique number or pattern for your Passcode that is not obvious and cannot be easily guessed, by memorising your Passcode or carefully disguising it, by never keeping a record of your Passcode with any Apple Device or on your computer and never telling anyone your Passcode, and by taking reasonable precautions when using your Skye Mastercard in your Digital Wallet. You agree not to allow a fingerprint or a biometric face identifier other than the Additional Cardholder’s fingerprint or face identifier to be registered on your Apple Device.
- b. You agree to keep your Apple Device safe and secure (including by locking it when not in use or when it is unattended), and to remove any Skye Mastercard from your Apple Device before disposing of the Apple Device.

- c. You are liable for losses you incur as a result of the use of a Skye Mastercard linked to your Skye Account via Apple Pay (including losses caused by unauthorised Card Transactions) unless: (i) any of the circumstances in which you are not liable that are described in the Conditions of Use apply or (ii) applicable law provides otherwise.
- d. In the sections of the Conditions of Use which deal with your liability in case your Skye Mastercard is lost or stolen or in case of unauthorised use, each reference to a 'PIN' includes a reference to your Passcode and each reference to a lost or stolen card includes a lost or stolen Apple Device (with a Digital Wallet to which a Skye Mastercard linked to your Skye Account has been registered), with all necessary modification.
- e. The Conditions of Use require you to contact us immediately if you believe there are errors or if you suspect fraud with your Skye Mastercard. This includes any fraud associated with your Digital Wallet. If any Apple Device with a Digital Wallet that contains a Skye Mastercard linked to your Skye Account (other than where your Skye Mastercard has been fraudulently added to a Digital Wallet on an Apple Device without your knowledge) has been lost or stolen, or if you believe the security of such an Apple Device has been compromised, you are responsible for ensuring this is reported to us immediately. If this happens, please call us immediately on: **1300 115 533**.
- f. Any person who can unlock an Apple Device (with a Digital Wallet that contains a Skye Mastercard linked to your Skye Account) may be able to make Card Transactions via your Skye Account. If an Additional Cardholder allows any other person's fingerprint or face identifier to be registered on the Additional Cardholder's Apple Device, or if the Additional Cardholder shares their Passcode with any other person, you are taken to have authorised that person to transact on your Skye Account using Apple Pay. This means that any Card Transaction using Apple Pay that is initiated by such person using the fingerprint, face identifier or Passcode will be authorised by you and the Conditions of Use dealing with unauthorised Card Transactions will not apply, which could result in significant loss or liability in relation to such Card Transactions.
- g. If a Skye Mastercard linked to your Skye Account is registered to a Digital Wallet (other than where your Skye Mastercard has been fraudulently added to a Digital Wallet without your knowledge), you are responsible for ensuring that the Additional Cardholder complies with these Terms of Use.
- h. If you add a Skye Mastercard to an Apple Device and have other Apple Devices sharing the same Apple account ("**Other Devices**"), this may permit the Skye Mastercard to be added to the Other Devices and permit users of the Other Devices to see information about your Skye Mastercard. Please contact Apple for more information.

## 4. Using a Digital Wallet

- a. Your registration of a Skye Mastercard to a Digital Wallet is subject to us identifying and verifying you and is at our sole discretion.
- b. Apple Pay and Apple Devices are provided by Apple, not by Skye. You may need to agree to Apple's terms and conditions in order to use a Digital Wallet (as well as to terms and conditions issued by your telecommunications service provider). You should contact Apple if you have questions concerning how to use Apple Pay or problems with your Digital Wallet. Skye is not liable for the use, functionality or availability of Apple Pay, any Apple Device, the availability of Apple Pay at merchant locations, or a reduced level of service caused by the failure of third party communications and network providers. Skye is not liable for any loss, injury or inconvenience you suffer as a result of a merchant refusing to accept payment from a Digital Wallet.
- c. Skye is not responsible if there is a security breach affecting any information stored in your Digital Wallet or sent from your Digital Wallet. This is the responsibility of Apple.

## 5. Fees

- a. Skye does not charge any additional fees for registering and using your Skye Mastercard in a Digital Wallet. All applicable account fees described in the Conditions of Use still apply.
- b. There may be charges from your telecommunications provider associated with the use of Apple Pay and you are responsible for any such charges.

## 6. Suspension, removal or termination of Apple Pay

- a. We can block you from adding the Skye Mastercard to a Digital Wallet, and/or suspend or cancel entirely your ability to use the Skye Mastercard via Apple Pay. We may take these actions at any time and for any reason, including (without limitation) if we suspect fraud with your Skye Mastercard, if you have an overdue or negative balance on your Skye Account, if applicable laws change or if directed to do so by Apple or the applicable card scheme (e.g. Mastercard).
- b. Skye may cease supporting the use of the Skye Mastercard via Apple Pay at any time, and any such decision is at our sole discretion.
- c. You may at any time remove the Skye Mastercard from your Digital Wallet by following Apple's procedures for removal.

## 7. Your information and contacting you electronically

- a. We will collect, use and share your information (including personal information) in accordance with the FlexiGroup Privacy Policy. This will include Skye collecting information from Apple to verify you, to ensure your Skye Mastercard functions with Apple Pay, to manage fraud, or for Skye to provide better assistance to you.
- b. You agree that Skye may exchange information about you with Apple, the applicable retailer and the applicable card scheme (e.g. Mastercard) to facilitate any Card Transaction you initiate with a Skye Mastercard via Apple Pay. By registering your Skye Mastercard for use with Apple Pay, you are providing consent for your information to be shared with these parties.
- c. Skye may also share your information to make available to you in your Digital Wallet information about your Skye Mastercard transactions, or to assist Apple in improving Apple Pay. We are not responsible for any loss, injury or other harm you suffer in connection Apple's use of your information. You agree that we may contact you electronically (for example via SMS, email, or notifications in your Digital Wallet), and that this will be considered written notice for the purpose of complying with any written notice requirements in these Terms of Use.

## 8. Amendments to Terms of Use

- a. Skye may amend these Terms of Use by giving you notice as described below. You agree to any such amendments by continuing to keep a Skye Mastercard in your Digital Wallet.
- b. We may make changes required to immediately restore or maintain the security of a system or individual facility without prior notice. We will notify you of any such changes as soon as practicable.
- c. We will give you 20 days' prior written notice of any changes which (i) impose charges relating solely to the use of Apple Pay, (ii) increase your liability for losses relating to Card Transactions conducted via Apple Pay, or (iii) impose, remove or change your daily transaction limit or other periodical transaction limit applying to the use of Apple Pay.
- d. Otherwise, we may make any other changes to these Terms of Use by notifying you before the change takes place.
- e. Notice may be given by letter or by electronic means as set out in paragraph 8(c) above. If your Skye Mastercard is a consumer credit card, we may also provide you with notice in a manner permitted under the national consumer credit legislation, which may include public notice in an Australian national paper.
- f. The current Terms of Use will always be available for you to view at [www.skyecard.com.au/important-information](http://www.skyecard.com.au/important-information).

## 9. Trademarks

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