

## Apple Pay Terms and Conditions

### Apple Pay for AmBank Visa Credit Card/AmBank Islamic Visa Credit Card-i and AmBank Mastercard Credit Card/AmBank Islamic Mastercard Credit Card-i

**REMINDER: All Eligible Card cardholders (as defined below) are hereby reminded to read and understand the terms and conditions below and the updated terms and conditions (if any) which are available at [www.ambank.com.my](http://www.ambank.com.my). If the Eligible Card cardholders do not understand any of the terms and conditions and/ or the updated terms and conditions (if any), the Eligible Card cardholders are advised to discuss with any of the Bank's authorised staff, representative or agent.**

The terms and conditions herein are in addition to and to be read together with the AmBank (M) Berhad (196901000166 (8515-D))/AmBank Islamic Berhad (199401009897 (295576-U)) (collectively referred to as "Bank") relevant credit card/ credit card-i agreements (collectively referred to as "Cardholder Agreements") which govern the use of the credit card/ credit card-i issued by the Bank. In the event of any discrepancy or inconsistency between these terms and conditions and the Cardholder Agreements, these terms and conditions shall prevail in so far as it relates to the Campaign.

Words denoting person shall include living persons and, if and where applicable, body or persons incorporated or unincorporated. Words importing the singular shall also include the plural and vice-versa. Words importing the masculine gender shall include the feminine and neuter gender.

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Apple Pay enables you to make contactless payments using your AmBank Visa Credit Card/AmBank Islamic Visa Credit Card-i and AmBank Mastercard Credit Card/AmBank Islamic Mastercard Credit Card-i (Eligible Card) through a compatible Apple device. The Eligible Card used for Apple Pay is governed by the Terms and Conditions herein.

In these Terms and Conditions, "we", "us" and "our" mean AmBank/AmBank Islamic.

#### 1. Account agreements

By adding your Eligible Card to your Apple device, you accept these Terms and Conditions and agree to be bound by them.

These Terms and Conditions is independent from, and shall be treated as in addition to, any other the terms and conditions including the Cardholders' Agreement. For the avoidance of doubt, those other terms and conditions continue to apply to the use of your Eligible Card with Apple Pay. Apple Pay is just another way for you to make purchases with your Eligible Card.

If the Terms and Conditions herein are inconsistent with Cardholders' Agreement, the Cardholders' Agreement will prevail to the extent of the inconsistency.

You may not authorise anyone else to use your Eligible Card with Apple Pay.

These Terms and Conditions set out the agreement between you and us for the use of your Eligible Card with Apple Pay. They do not apply to the relationship between you and Apple, your mobile data provider or any other third party who provides services, applications or websites incorporated into Apple Pay. These third parties may impose their own terms and conditions.

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#### **2. Using an Eligible Card**

In order to use your Eligible Card with Apple Pay, you must first add your Eligible Card to your Apple device. You may be required to take steps to verify your identity for security reasons before an Eligible Card can be added to your Apple device. You should ensure that the mobile phone number and email address we hold for you are up to date to facilitate this process.

When you add your Eligible Card to your Apple device, a digital representation of your Eligible Card will be created allowing you to identify the Eligible Card(s) that you have added to your Apple device.

Using Apple Pay, you can make contactless payments (including contactless payments) with your Eligible Card provided that such merchant accepts payment or contactless payment through accepts Apple Pay.

You can add up to 8 Eligible Card(s) for one Apple device, and the Eligible Card(s) can be added on other Apple devices. You are reminded to maintain the privacy of your Eligible Card and shall avoid adding an Eligible Card of another person to your Apple device or add your Eligible Card to another person's Apple device. In the event you allow the Eligible Card to be added on Apple device not registered under your name and/or you have added Eligible Card not belonging to you to your Apple device, the Bank will not be responsible for any usage of such Eligible Card on Apple Pay.

#### **3. Availability**

Apple Pay is made available by Apple.

Apple Pay is only available on compatible Apple devices.

We do not control the platform or devices through which Apple Pay operates and we are not responsible to you for any failure or delay in Apple providing Apple Pay unless it is as a result of something we have done or failed to do.

Apple Pay may not be available or accepted by all merchants.

#### **4. Fees**

We do not charge any fees for the use of Apple Pay in addition to the fees and charges that already apply to the use of your Eligible Card. However, do take note that third party fees and charges may apply to your use of Apple Pay, such as those incurred for data usage and text messaging and these charges are not within our control.

#### **5. AmBank/AmBank Islamic's responsibility**

We do not provide Apple Pay and we are not responsible for its operation or functionality, nor any disruption, failure, malfunction or unavailability of Apple Pay. Additionally, we are not responsible for the actions of third parties in respect of any agreement you enter into with them that relates to, or may impact on your use of, Apple Pay.

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#### **6. Your responsibilities**

You must protect and keep confidential any security method or details used in respect of the Eligible Card onto your Apple device, including your passcodes, passwords, fingerprint recognition and other unlock methods or methods of authorising a payment with Apple Pay.

You are solely responsible for maintaining the security of your Apple device. Your liability for any unauthorised transactions using your Eligible Card with Apple Pay will be determined in accordance with the terms and conditions governing the use of your Eligible Card.

You should:

- (a) follow the card security guidelines set out in the terms and conditions governing the use of your Eligible Card;
- (b) ensure you only use Apple Pay in accordance with these Terms and Conditions;
- (c) not leave your Apple device unattended;
- (d) not store anyone else's fingerprint in your Apple device;
- (e) delete any fingerprint access to your Apple device which is not your own; and
- (f) ensure that any security details to access your Apple device or authorise a payment with Apple Pay are protected at all time.

If you believe that someone knows any of your security details that you use to access your Apple device or authorise a payment with Apple Pay, you should change these details immediately. If you upgrade, change or dispose of your Apple device, or pass it temporarily to another person (eg. for repair), you must delete your Eligible Card from Apple Pay.

#### **7. Suspension and deletion of Eligible Cards**

We may prevent you from adding any Eligible Card to your Apple device, suspend your ability to use your Eligible Card with Apple Pay, or delete your Eligible Card from Apple Pay. We may do so if, for example, we suspect that a person other than you is attempting to add or use your Eligible Card, we suspect that the Eligible Card is being used fraudulently, you have overdrawn the account to which the Eligible Card is attached, we determine that there is a significantly increased risk that you may be unable to pay any money you owe us in respect of the relevant account, the account you access using your Eligible Card is closed, there is a change to applicable laws, we cease to permit Eligible Cards to be used with Apple Pay or we are directed to do so by Apple or Visa. You may suspend the use of your Eligible Card with Apple Pay, resume the use of an Eligible Card which you have suspended, or delete an Eligible Card from Apple Pay at any time by following the directions provided through Apple Pay for doing so.

If you:

- a) sign out of iCloud;
- b) perform a full restore and backup of your Apple device to iTunes;
- c) erase all content and settings from your Apple device;

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- d) remove the passcode, fingerprint recognition or other unlock method from your Apple device;  
or
- e) where your Apple device is an Apple Watch, unpair your Apple Watch from the paired iPhone,

all cards that have been added to your Apple device will be deleted.

#### 8. Replacement Eligible Cards

If the physical Eligible Card associated with your account expires or is damaged and we issue you with a replacement, the original Eligible Card will be automatically replaced with the new Eligible Card on your Apple device for use with Apple Pay when you activate the new Eligible Card with us.

If the physical Eligible Card associated with your account is lost or stolen and you report this to us, the original Eligible Card will be automatically deleted from Apple Pay. You will need to add any new Eligible Card we issue to you to your Apple device if you wish to use that new Eligible Card with Apple Pay.

#### 9. Loss or theft of an Apple device

If your Apple device is lost or stolen, you should contact us on +603-2178 8888 from 7.00 a.m. to 11.00 p.m. daily or email to [customercare@ambankgroup.com](mailto:customercare@ambankgroup.com) to delete the Eligible Card from Apple Pay.

You should also log in to FindMy app or your iCloud account and delete all cards from Apple Pay. If an Eligible Card is deleted from Apple Pay you will still be able to use the physical Eligible Card associated with your account, unless it is also stopped or cancelled.

You must call us immediately if you believe that any of your security details that you use to access your Apple device or authorise a payment with Apple Pay have been lost, stolen or compromised in any way, or that an unauthorised person has used or could use your Apple device or Apple Pay security details to make a payment with Apple Pay.

#### 10. Your liability for unauthorised transactions

Your liability for unauthorised transactions using your Eligible Card with Apple Pay will be determined in accordance with the Cardholders' Agreement.

#### 11. Limitation of liability

We do not provide Apple Pay indemnity, and to the extent permitted by law, neither we, nor any of our employees, agents or officers are liable to you, for any loss or liability arising from, or any costs, charges or expenses you incur in connection with Apple Pay, including in connection with the information on our website or mobile applications. This limitation applies whether your claim would otherwise arise in contract, under the law of torts (including negligence), by statute or otherwise.

Our liability for a breach of a condition or warranty implied by law or otherwise, and which cannot be excluded, is limited to the extent possible, at our option, to:

- a) the supply of the goods or services again;
- b) the repair of the goods; or
- c) the payment of the cost of having the goods or services supplied again or repaired.

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#### 12. Indemnity

You indemnify and hold us harmless from any claim or demand (including reasonable solicitor's fees) made by any third party due to, or arising out of, your use of Eligible Card with Apple Pay in breach of these Terms and Conditions.

#### 13. Notifications

We may send you notifications regarding the use of your Eligible Card with Apple Pay by email, SMS, secure message in online banking, or post.

#### 14. Privacy

You should read the information provided within Apple Pay for details on how Apple will handle your personal information in relation to your use of Apple Pay.

We will exchange your personal information with Apple as necessary, for example, to add an Eligible Card to Apple Pay and to allow recent transactions to be displayed in Apple Pay. If you do not want this information to be exchanged with Apple, you must delete your Eligible Card from Apple Pay. For more information on how we handle your personal information, please read our Privacy Policy available on the [www.ambank.com.my/eng/privacy-policy](http://www.ambank.com.my/eng/privacy-policy) website.

#### 15. Changes to these Terms and Conditions

We may make changes to these Terms and Conditions at any time for one or more of the following reasons:

- (a) to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
- (b) to reflect any decision of a court, ombudsman or regulator;
- (c) to reflect a change in our systems or procedures, including for security reasons;
- (d) as a result of changed circumstances (including adding benefits or new features);
- (e) to respond proportionately to changes in the cost of allowing you to use your Eligible Card with Apple Pay; or
- (f) to make them clearer.

We will give you:

- (a) notice of at least 21 calendar days before we:
  - i. introduce or increase fees relating to the use of your Eligible Card with Apple Pay;
  - ii. increase your liability for losses relating to transactions conducted using your Eligible Card with Apple Pay; or
- (b) impose, remove or change a daily or other periodic transaction limit applying to the use of your Eligible Card with Apple Pay, except where an immediate change is necessary to restore or maintain security or to prevent systemic or individual criminal activity or fraud; or

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- (c) notice of other changes to these Terms and Conditions before the change takes place, by email or by sending you a message through our online banking system.

If you continue to use your Eligible Card with Apple Pay following any change, you are taken to have agreed to that change. If you do not agree to any changes to these Terms and Conditions, you should delete your Eligible Cards from Apple Pay.

#### **16. Questions**

If you have any questions regarding adding, using, selecting or deleting an Eligible Card with Apple Pay, please contact us on +603-2178 8888 from 7.00 a.m. to 11.00 p.m. daily or email to [customercare@ambankgroup.com](mailto:customercare@ambankgroup.com). If you have any other questions about the operation of Apple Pay, including any support assistance, please contact Apple.