



RCB Apple Pay Terms and Conditions

By registering your Eligible Card for Apple Pay (as described and defined below), you fully and unconditionally accept these Terms and Conditions, which govern the provision and use of your Eligible Card in Apple Pay:

Definitions

Apple means APPLE DISTRIBUTION INTERNATIONAL, an Irish unlimited corporation, having a principal place of business at Hollyhill Industrial Estate, Cork, Ireland.

Apple Pay means the service operated by Apple which allows you to make contactless and in-app payments to participating merchants with your Apple Device.

Apple Pay Terms means any agreement entered into between you and Apple in connection with Apple Pay.

Apple Device means any Apple equipment or Apple device used to access your account, including an iPhone mobile phone, Apple Watch wearable device, iPad tablet or MacBook computer. Devices modified contrary to the software or hardware guidelines of a manufacturer, including by disabling hardware or software controls, (commonly referred to as “jailbreaking”), are not considered as Apple Devices for the purposes of these Terms and Conditions.

Bank means RCB Bank Ltd, a bank registered with the Registrar of Companies and Official Receiver in Cyprus (Reg.no.72376) having its registered office at 2 Amathountos street, 3105, Limassol and licensed by the Central Bank of Cyprus.

Cardholder means the Cardholder referred to in the General Terms and Conditions of the Bank.

Device Account Number means a unique number which is created during the registration process linking your Eligible Card to your Apple Device.

Eligible Card means a debit card or credit card issued by the Bank to a Cardholder as instructed by the Customer, as referred to in the General Terms and Conditions of the Bank, whether in plastic or virtual form, that has been enabled for use in Apple Pay.

Face ID means the face recognition feature on your Apple Device.

General Terms and Conditions of the Bank means the binding contract between the customer and the Bank, which governs the provision of all services offered by the Bank to the customer.

Mobile Carrier means the provider of wireless communication services to your Apple Device.

One Time Password means the activation code required to complete your Apple Pay provision.

Passcode means the security feature on your Apple Device.

Token means a transaction specific-dynamic security code.

Touch ID means the fingerprint recognition feature on your Apple Device.

Wallet app means the application made available made by Apple to facilitate Apple Pay payment.

These Terms and Conditions supplement the General Terms and Conditions of the Bank and constitute an integral part thereof. Together they govern the rights and obligations of the Bank and the Cardholder in respect of using Apple Pay. Terms and expressions defined in the General Terms and Conditions of the Bank have the same respective meanings when used in these Terms and Conditions, unless otherwise defined in these Terms and Conditions. In the event of any inconsistencies between these Terms and Conditions and the General Terms and Conditions of the Bank, these Terms and Conditions prevail.

1. Registration of your Eligible Card for Apple Pay

1.1. To register your Eligible Card for Apple Pay you must:

- a. Create a Device Account Number linking your Eligible Card to your Apple Device. You can do this by opening the Wallet app on your Apple Device and following the on screen instructions; and
- b. Confirm your identity. You will be asked to do this by either entering a One Time Password that will be sent to you or by calling to RCB Telephone Banking: +357 25 355 722.
- c. Check that only your fingerprints are registered for Touch ID and/or only your face is registered for Face ID. Touch ID and/or Face ID are used to authorise transactions made using Apple Pay. If someone else’s fingerprints and/or face are used to authorise an Apple Pay transaction you will be fully responsible for any payments made by them.

You must accept these Terms and Conditions to use Apple Pay. Apple Pay is provided by Apple and by using it, you are subject to the Apple Pay Terms, and to any other Apple or third party agreements which apply. The Bank is not responsible for any agreements you enter into with Apple or with any other third parties in connection with Apple Pay, and the Bank is not liable to you for its provision, functioning and security.

- 1.2. The Bank may allow you to register the same Eligible Card on more than one Apple Device, and the Bank may allow Eligible Cards belonging to different cardholders to be registered to the same Apple Device. You must, however, continue to keep your Apple Device secure and your Passcode and other security details confidential.

2. Using Apple Pay

- 2.1. When you register your Eligible Card for Apple Pay you acknowledge and agree that:
 - a. The Bank will process your personal information in order to allow your Eligible Card to be used for Apple Pay; The Bank shall ensure that all such personal information is at all times kept confidential in accordance with applicable law. Further information may be found in the Bank's privacy notice which is available as described above at www.rcbcy.com and this paragraph shall be read in conjunction with the said privacy notice.
 - b. The Bank will collect personal information about you from Apple in order to provide customer support, detect and manage fraud and comply with applicable laws and regulations.
 - c. The Bank will share anonymised information relating to your Apple Pay transactions with Apple in order to improve and develop its technology.
 - d. The Bank will display your recent Apple Pay transactions on your Apple Device for your convenience. You can turn this display off at any time within Apple Pay.
 - e. The Bank does not currently charge a fee for using Apple Pay, however, your Mobile Carrier may charge you for using their service.
- 2.2. If the Bank replaces your Eligible Card, you will be required to register your new card for Apple Pay, following the instructions given in paragraph 1.1 above.
- 2.3. When you use Apple Pay, you must:
 - a. not do so for any fraudulent undertaking or in any manner so as to interfere with the operation of Apple Pay; and
 - b. comply with all laws, rules, and regulations applicable to you and the place where you use Apple Pay, including any applicable tax laws and regulations.

3. Making a Payment

- 3.1. When you use Apple Pay in stores, you must authenticate payment on your Apple Device using Touch ID or Face ID or your Passcode, or by double clicking the side button, as appropriate depending on your Apple Device.
- 3.2. When payment is authenticated, your Apple Device provides your Device Account Number and Token to the store's point of sale terminal. Your payment information is verified by checking the Token to ensure it is unique and tied to your Apple Device. Payment may then be made from your Account.
- 3.3. When you use Apple Pay in apps, Apple Pay receives your Device Account Number and Token and re-encrypts it with a developer specific key before the transaction information is sent to the app. This key helps to ensure that only the app you are purchasing from can access your encrypted payment information. When your information is verified, Payment may then be made from your Account.

4. Security

- 4.1. In addition to any other obligations or responsibilities you may have under these Terms and Conditions you must take all reasonable steps to maintain the confidentiality of any information shown or stored on your Apple Device in connection with your use of Apple Pay. You are solely responsible for the safety and security of your Apple Device. In particular, you must:
 - a. Use appropriate security, including Passcode, Touch ID, and Face ID where available, on your Apple Device.
 - b. Never give anyone else your Passcode or other security details relating to your Apple Device or Apple Pay. The Bank will never ask you for them, so don't share them with anyone. If you suspect that someone knows them, change them immediately and contact the Bank.
- 4.2. Biometric data (Touch ID and/or Face ID) are not collected, accessed, processed or held by the Bank. Such biometric data are stored on the Apple Device and the matching is done at the level of Apple Device. This functionality can be disabled using instructions provided by Apple.

5. Changes to Apple Pay

- 5.1. Apple may change Apple Pay at any time, or cease to offer it. Further information may be obtained from Apple.
- 5.2. The Bank may amend these Terms and Conditions, as indicated in the General Terms and Conditions of the Bank. When there are changes, the Bank may ask you to read and accept any changes before you can continue to use Apple Pay.

6. Suspension, Deactivation and Termination of Service

- 6.1. The Bank may refuse to register you for Apple Pay, or to block or restrict your Eligible Card where the Bank has reasonable grounds for doing so, without any prior notice, for the following reasons:
 - a. if you are suspected of making fraudulent transactions and/or making illegal use of your Eligible Card via Apple Pay;
 - b. upon suspicion of money laundering and/or terrorist financing;
 - c. due to reasonable request of Apple;
 - d. if so requested or required by the Bank's regulators or the Cyprus Commissioner for the Protection of Personal Data or any other competent authority;
 - e. if otherwise required by these Terms and Conditions, the General Terms and Conditions of the Bank or by applicable law.

- 6.2. If you change or swap your Apple Device you must delete all your information in your Wallet app. If you wish to continue using Apple Pay you should register for Apple Pay on your new device.
- 6.3. We have the right to impose a limit on any daily and/or individual transaction amount(s) charged to your Card through Apple Pay. The limit will be such amount(s) as determined by us and notified to you from time to time.
- 6.4. The Bank can terminate your use of the Eligible Card(s) via Apple Pay at its sole discretion any time by giving you at least two months' notice.
- 6.5. You can terminate Apple Pay at any time by deleting your Eligible Card details from your Apple Device.
- 6.6. If your Account is terminated in accordance with the provisions of the General Terms and Conditions of the Bank, then registration of your Eligible Card for Apple Pay will be automatically terminated.

7. Your Liability

- 7.1. You are solely responsible for the accuracy of the data given by you when you register for Apple Pay and when you authorise an Apple Pay transaction.
- 7.2. You are fully responsible for the security of your Apple Device. If your Apple Device has been lost or stolen you must contact the Bank immediately and use all reasonable endeavours to deactivate your Eligible Card from Apple Pay, including using the Find My iPhone App and calling RCB Telephone Banking: +357 25 355 722.
- 7.3. If you share your Apple Device with someone else, or if you allow them to use your Touch ID or Face ID or Passcode, then you will be responsible for any payments they make from your device and 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 your Passcode will be deemed to have been authorized by you and for which you are fully responsible and liable. Such transaction will not qualify as unauthorized transactions under the General Terms and Conditions of the Bank.
- 7.4. Where there has been an unauthorised transaction on your Account, or where a payment either into or out of your Account has been carried out incorrectly, please refer to the General Terms and Conditions of the Bank for details on how to proceed.

8. The Bank's Liability

- 8.1. Apple Pay is provided by Apple and relies on other third parties such as your Mobile Carrier and acceptance of Apple Pay as a payment method by merchants in order to function.
- 8.2. To the maximum extent permitted by applicable law, in no event shall the Bank, its processors, suppliers, or licensors (or their respective affiliates, agents, directors, and employees) be liable for any direct, indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data, or other intangible losses, that result from the use of, inability to use, or unavailability of Apple Pay, including your use of your Eligible Card in connection with Apple Pay.
- 8.3. To the maximum extent permitted by applicable law, the Bank, its processors, suppliers, and licensors (and their respective affiliates, agents, directors, and employees) assume no liability or responsibility for: (i) any errors, mistakes, or inaccuracies of content; (ii) any personal injury or property damage, of any nature whatsoever, resulting from your access to or use of Apple Pay, including your use of your Eligible Card in connection with Apple Pay; (iii) any interruption or cessation of transmission to or from Apple Pay; (iv) any bugs, viruses, Trojan horses, or the like that may be transmitted to or through Apple Pay by you or any third party; (v) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through Apple Pay; and/or (vi) user content or the defamatory, offensive, or illegal conduct of any third party.

9. Indemnity

You will indemnify, defend, and hold the Bank (and its employees, directors, agents, affiliates and representatives) harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your obligations set forth in these Terms and Conditions; (b) your wrongful or improper use of Apple Pay, including wilful misconduct or fraud; (c) your violation of any third-party right; (d) your violation of any law, rule or regulation of any country; (e) any access or use of Apple Pay by any other party with your Passcode or other appropriate security code, and (f) any change in law, regulation or official directive which has an effect on the Eligible Card or Apple Pay, and the same may be debited to your Account and/or shall be paid by you on demand.

10. Governing Law

The same laws that govern your Account shall govern these Terms and Conditions.