



Apple Pay Terms and Conditions

Hong Kong

November 2021

APPLE PAY TERMS AND CONDITIONS HONG KONG

1. These Terms

- 1.1. The Cardholder agrees with Airwallex (Hong Kong) Limited ('Airwallex', 'we', 'our' or 'us') to these terms ('Terms') when:
- (a) an Accountholder adds an Airwallex Card for use in Apple Pay on an Accountholder's eligible Apple Device; or
 - (b) an Additional Cardholder adds an Airwallex Card linked to the Accountholder's account for use in Apple Pay on the Additional Cardholder's Apple Device.
- 1.2. These Terms apply to the use of the Airwallex Card on the eligible Apple Device by the Accountholder or the Additional Cardholder (as applicable). The Accountholder is responsible for the use of all Airwallex Cards by Additional Cardholders.
- 1.3. These Terms apply in addition to the Account Terms that apply to the Accountholder. The Accountholder must ensure that Additional Cardholders use Airwallex Cards in accordance with the Accountholder's obligations under the Account Terms. These Terms (together with the Account Terms) govern the use of Airwallex Cards in Apple Pay by the Accountholder and any Additional Cardholders. Unless otherwise defined in these Terms, all capitalised terms have the meanings given in the Account Terms.

2. Adding and removing an Airwallex Card

- 2.1. An Accountholder can add an Airwallex Card to Apple Pay on an eligible Apple Device and any Additional Cardholder can add an Airwallex Card to the Additional Cardholder's eligible Apple Device, provided that:
- (a) we can verify the Accountholder's identity or the Additional Cardholder's identity (as applicable); and
 - (b) the Airwallex account of the Accountholder is in good standing,
- in each case, to the extent required by Airwallex at its discretion.
- 2.2. The Accountholder can remove an Airwallex Card linked to the Accountholder's Airwallex account from Apple Pay at any time and an Additional Cardholder can remove their Airwallex Card from Apple Pay at any time.
- 2.3. Airwallex may remove or disable any Airwallex Card provisioned to Apple Pay at any time in accordance with Airwallex's standard policies and procedures or in any other circumstance where Airwallex has determined it has a reasonable basis to do so.

3. Using an Airwallex Card with Apple Pay

- 3.1. Once an Airwallex Card is added to Apple Pay, the Cardholder can use Apple Pay to make transactions where Apple Pay is supported by the merchant. This is done by using the

relevant Apple Device in place of a Physical Card at a contactless POS (point of sale) payment terminal for in-person transactions ("**In-person Transactions**") or by using the Airwallex Card to pay with Apple Pay in an application on an Apple Device or other online platforms ("**Online Transaction**"). Depending on the value of the transaction, Online Transactions may require the Apple Device to be unlocked prior to making the transaction, and In-person Transactions may require:

- (a) the Cardholder to enter their Airwallex Card PIN; or
- (b) the Cardholder to have unlocked the phone at a point prior to attempting a transaction.

3.2. Apple Pay may not work when the Apple Device is not within range of a cellular or wireless internet connection, and if the Apple Device has not had a cellular or wireless internet connection for an extended period of time, there may be a delay in time before Apple Pay works once reconnected.

4. Security and the Cardholder's liability

4.1. Any person who has access to a Cardholder's Apple Device may be able to make transactions using an Airwallex Card registered in Apple Pay.

4.2. If an Airwallex Card is registered for Apple Pay on any eligible Apple Device, the Cardholder is responsible for ensuring that:

- (a) where applicable, only the Cardholder's biometric identifier (including a fingerprint or facial detection) is registered on the Apple Device (and no other person's biometric identifier is registered);
- (b) the Apple Pay wallet is not shared with anyone and is used only by the Cardholder;
- (c) the Cardholder keeps the Passcode for the Cardholder's Apple Device secure in the same way as a Cardholder would a banking password or PIN secure, including by:
 - (i) not sharing it with anyone,
 - (ii) 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);
 - (iii) not choosing an easily guessable Passcode such as the Cardholder's date of birth or a recognisable part of the Cardholder's name; and
 - (iv) not acting with extreme carelessness in failing to protect the security of the Passcode.
- (d) the Cardholder keeps 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);
- (e) the Cardholder removes any Airwallex Cards from the Cardholder's Apple Device before disposing of the Apple Device;
- (f) the Cardholder does not leave the Apple Device unattended; and
- (g) the Cardholder takes all other necessary steps to prevent unauthorised use of Apple Pay.

- 4.3. If a Cardholder fails to comply with any of the requirements in this clause 4, the Cardholder is taken to have authorised that person to transact on the Airwallex Card using Apple Pay. This means that any Apple Pay transaction initiated by that person in these circumstances will be considered as authorised by the Cardholder and will not constitute unauthorised transactions under the Account Terms. Note that this could result in significant loss or liability in relation to such transactions.
- 4.4. Where applicable, if another person's biometric identifier is registered on a Cardholder's Apple Device, the Cardholder must ensure that it is removed. If a Cardholder thinks that another person knows the Passcode for the Apple Device, the Cardholder must ensure that the Passcode is changed. At any time, the Accountholder can delete or suspend their Airwallex Card from Apple Pay and any Additional Cardholder can delete or suspend their Airwallex Card from Apple Pay.
- 4.5. An Accountholder cannot suspend the use of an Additional Cardholder's Airwallex Card in Apple Pay, but an Accountholder can suspend or cancel the Airwallex Card of the Additional Cardholder by contacting us. Airwallex's contact details are set out in the Account Terms.
- 4.6. Please contact us if:
- (a) a Cardholder suspects that their Apple Device is lost or stolen;
 - (b) a Cardholder's Apple Device's mobile service is suddenly disconnected without the Cardholder's permission (which may indicate that the Cardholder has been subject to mobile phone porting); or
 - (c) a Cardholder suspects that a security breach in relation to their Apple Device or Apple Pay, or that an unauthorised person has used the Passcode for an Apple Device, Airwallex Card PIN or the Cardholder's other credentials to access Apple Pay.
- 4.7. Based on the Cardholder's report, we will suspend the use of the Cardholder's Airwallex Card with Apple Pay. This helps to protect the Accountholder and/or Additional Cardholder (as applicable) as much as possible from additional loss or liability.
- 4.8. The Account Terms which deal with unauthorised transactions apply to the use of an Airwallex Card with Apple Pay. Except for limited circumstances, an Accountholder is still liable for unauthorised transactions conducted using Apple Pay including, but not limited to, any unauthorised transactions in relation to Additional Cardholders.

5. Fees and charges

Cardholders are responsible for all third party charges associated with the use of Apple Pay (such as certain transactions in a currency not directly supported by Airwallex or carriage or mobile data charges).

6. Block, suspension and cancellation of Airwallex Cards in Apple Pay

6.1. Airwallex may block, suspend or cancel an Airwallex Card in Apple Pay:

- (a) if Airwallex reasonably suspects fraud;
- (b) if an Airwallex Card is cancelled, blocked or suspended;
- (c) if the Accountholder is in default under the Account Terms or these Terms including, but not limited to, where an Additional Cardholder has caused such default;
- (d) if Airwallex determines that such block, suspension or cancellation is required by applicable laws (such as anti-money laundering and counter-terrorism financing laws, or sanctions laws) or Airwallex's internal policies and procedures that relate to such laws;
- (e) if directed to so by Apple or by the applicable card network (for example, in circumstances of suspected fraud);
- (f) if Airwallex's arrangements with Apple regarding Apple Pay cease or are suspended;
or
- (g) for any other reason.

More circumstances in which an Airwallex Card may be blocked, suspended or terminated (including through Apple Pay) are set out in the Account Terms. Airwallex may take such action in relation to an Additional Cardholder's Airwallex Card even where the Additional Cardholder is not a party to the Account Terms.

7. Data collection and privacy

7.1. Airwallex may collect information relating to a Cardholder's Apple Device (including app version, device type and model, operating system and security information such as whether the Cardholder has obtained root access):

- (a) to ensure that the Airwallex Card properly functions in Apple Pay;
- (b) for security purposes and to identify fraud;
- (c) for Airwallex to better provide assistance to a Cardholder; and
- (d) to tell a Cardholder about other products or services that may be of interest to the Cardholder.

7.2. We may also exchange information with Apple and our other service providers:

- (a) to enable the use of the Airwallex Card with Apple Pay and to improve Apple Pay generally; and
- (b) about persons involved in suspected security breaches or fraud.

7.3. If a Cardholder does not want us to collect or disclose this information as described, the Cardholder should not register an Airwallex Card for use in Apple Pay. If the Cardholder does not want to receive marketing information, please contact us. Airwallex's contact details are set out in the Account Terms.

7.4. The Account Terms and Airwallex's Privacy Policy (<https://www.airwallex.com/hk/terms/privacy-policy>) contain more general information about our collection and handling of a Cardholder's information.

7.5. Once an Airwallex Card is registered to a Cardholder's Apple Device, Apple may access the Cardholder's personal information regarding the use of that Airwallex Card through Apple Pay. Please see Apple's privacy policy at <https://www.apple.com/legal/privacy/en-ww/>.

8. Apple Pay provided by Apple

8.1. Apple Pay is provided by Apple, not by Airwallex.

8.2. Airwallex's obligation to a Cardholder in relation to the functionality of Apple Pay is limited to securely supplying information to Apple in order to allow the use of an Airwallex Card through Apple Pay.

8.3. We are not otherwise liable 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.

8.4. The Cardholder will need to agree to Apple's terms and conditions in order to use Apple Pay.

9. Airwallex's liability

Without limiting the Account Terms, Airwallex will not be liable for any loss arising from a Cardholder's use of Apple Pay to the extent that the loss was caused by:

- (a) a Cardholder's fraud, negligence or intentional misuse of an Airwallex Card, an Apple Device or Apple Pay; or
- (b) a Cardholder's use of Apple Pay or the Apple Device in a manner that is not permitted by Apple (for example, by obtaining root access to the relevant Apple Device); or
- (c) a reduced level of service caused by matters beyond our reasonable control (for example, those caused by third party software and network providers).

10. Changes to these Terms

10.1. Airwallex can change these Terms by giving a Cardholder notice as described below. Such changes will not increase a Cardholder's liability for transactions already conducted in relation to the use of an Airwallex Card in Apple Pay before the time of such notice.

- 10.2. Airwallex may make changes required to immediately restore or maintain the security of a system or individual facility without prior notice. We will notify the Cardholder of such changes as soon as practicable.
- 10.3. Airwallex may make changes to these Terms by giving the Cardholder at least 30 days' notice, including changes which:
- (a) impose or increase our charges relating solely to the use of an Airwallex Card in Apple Pay;
 - (b) increase a Cardholder's liability for losses relating to transactions conducted using an Airwallex Card in Apple Pay; or
 - (c) impose, remove or change a Cardholder's daily transaction limit or other periodical transaction limit applying to the use of an Airwallex Card in Apple Pay.
- 10.4. Otherwise, Airwallex may make any other changes to these Terms by notifying the Cardholder before the change takes place.
- 10.5. Notice may be given by letter, email or by electronic means as set out in clause 11 below or any other manner that is not prohibited by applicable law.
- 10.6. The current version of these Terms will be available at www.airwallex.com.

11. Communication via SMS or Apple Pay

Without limiting any other means of communicating with an Accountholder under the Account Terms, we may communicate with a Cardholder by sending an SMS to an Apple Device, an email to the email address a Cardholder has provided to us or by writing to a Cardholder at the address last provided to us. The SMS or notice may include a link to further detailed information on our website.

12. Severability and governing law

- 12.1. 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.
- 12.2. These Terms are governed by and constructed in accordance with the laws of Hong Kong. Each party irrevocably submits to the non-exclusive jurisdiction of the courts of Hong Kong over any dispute, controversy or claim (including non-contractual claims) arising under or in connection with these Terms.

13. Acknowledgment

The Accountholder acknowledges that these Terms form part of the Additional Terms for the purposes of the Account Terms. The Accountholder is responsible and liable for all activity of their Additional Cardholders, including the use of Airwallex Cards by Additional

Cardholders under these Terms. To avoid doubt, an Additional Cardholder is not a party to the Account Terms and does not become a party to the Account Terms merely by agreeing to these Terms.

14. Trademark acknowledgement

Apple, Apple Pay, Apple Watch, iPad and iPhone are trademarks of Apple Inc., registered in the U.S. and other countries and regions.

15. Definitions

In these Terms:

Account Terms mean the terms and conditions applicable to the use of Airwallex's services found on our website at www.airwallex.com, including, but not limited to, the Payout and FX Terms, the Issuing Terms and any specific terms applicable to the use of an Airwallex Card in a particular region.

Accountholder means the entity described as the 'Customer' in the Account Terms who is ultimately responsible for the use of Airwallex Cards by the Accountholder and Additional Cardholders in connection with the Accountholder's Airwallex account.

Airwallex Card means a virtual or physical card issued by Airwallex through the Visa payment scheme which is not expired, blocked, suspended or cancelled.

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

Apple Device means a device such as an iPhone, iPad or Apple Watch, manufactured by Apple using an Apple operating system, which Airwallex determines is eligible for the registration of Airwallex Cards to be used in Apple Pay.

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

Cardholder means the Accountholder and any Additional Cardholder who has been issued an Airwallex Card by Airwallex.

Passcode means anything required to unlock an Apple Device, including a password, passcode, pattern or biometric identifier (where applicable).