

# IMPORTANT INFORMATION FROM NATIONAL AUSTRALIA BANK LTD (NAB)

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Bank of Queensland Credit Cards (“Credit Cards”) are issued by National Australia Bank Limited (ABN 12 004 044 937, AFSL and Australian Credit Licence 230686) (“NAB”) and distributed by Bank of Queensland Limited ABN 32 009 656 740 (“BOQ”). NAB has acquired the business relating to the Credit Cards from Citigroup Pty Ltd (ABN 88 004 325 080, AFSL and Australian Credit Licence 238098) (“Citi”) and has appointed Citi to assist to administer the Credit Cards. BOQ does not and will not guarantee or otherwise support NAB’s obligations under the contracts or agreements connected with the Credit Cards.

For your security, please ensure that you do not share your passcode or have another person’s biometric details recorded on your device, otherwise they may be able to make purchases using your BOQ Credit Card on Apple Pay™ and you may be held liable for unauthorised transactions

These terms and conditions (“Terms and Conditions”) are an agreement between you and NAB (“we”, “our” or “us”) that governs your access to and use of your eligible BOQ credit card linked to accounts domiciled in Australia (“Card”, or “Cards”) through Apple Pay. The term, Apple Pay, shall include the Apple Pay branded payment functionality, the Card provisioning functionality, and display of transaction history. We will determine which Card product may be eligible for use through Apple Pay. Please review these Terms and Conditions before you decide whether to accept them and continue with the enrolment of your Cards to Apple Pay. By registering or using a Card through Apple Pay you agree to use your Card through Apple Pay in accordance with these Terms and Conditions. If you do not agree to these Terms and Conditions, then you must not register your Card to, or use your Card in connection with, Apple Pay. Use of Apple Pay is at your discretion. You are not obliged to use Apple Pay in connection with any of your Cards.

Your use of Apple Pay to purchase goods and services with your Card is governed by the applicable terms and conditions between you and us in connection with each account to which the Card is linked (“Account”). The applicable terms and conditions to your Card and/or Accounts with us (“Account Terms and Conditions”) are incorporated by reference as part of these Terms and Conditions. You also acknowledge that your use of Apple Pay is subject to the terms and conditions set forth by Apple and/or its affiliates (“Apple”) with respect to the use of Apple Pay, which will not change or override these Terms and Conditions.

## EXERCISING OUR DISCRETION AND RIGHTS

We will exercise our rights and discretions that we have under these Terms and Conditions fairly and reasonably in the same way that we exercise our rights and discretions under the Account Terms and Conditions.

## ELIGIBILITY / ENROLMENT

Apple Pay is available to cardholders for the purposes of purchasing goods and services with a compatible Apple device including iPhone, iPad, Apple Watch, MacBook or Mac (“Eligible Device”) at:

- (1) near field communication (“NFC”) enabled merchants; and
- (2) an online merchant (whether in-app or through website), who accepts Apple Pay as a form of payment.



Apple Pay allows you to use your Eligible Device to access and use your Cards to make such purchases in place of presenting or using your physical Card. To add your Card to Apple Pay, you must register your Card through Apple Pay either by scanning the Card or entering the card details manually (“Apple Pay Card Registration”). You may be required to take additional steps to authenticate yourself before your Card is added to Apple Pay, including providing the correct Online Authorisation Code (OAC) which will be sent to you by us via SMS on your registered mobile number with us (“Additional Authentication”). Your enrolment will be declined if the Card is not eligible for this service, you failed the authentication process, or if your Card or underlying Account is not in good standing or conducted in a proper or satisfactory manner as determined by us at our discretion, acting reasonably. For example, your enrolment may be declined where you have an unremedied default relating to the underlying Account, where we consider we need to do so to prevent the risk of fraud, or your Account has been suspended or closed. Apple Pay may limit the number of Cards that you may store in one Eligible Device from time to time which we cannot control. We may, however, limit the number of Eligible Devices in which the same Card can be stored from time to time and you should refer to our latest communications regarding such limit.

For a Credit Card which has supplementary cards, such supplementary cards shall be regarded as separate Credit Cards, and Apple Pay Card Registration and Additional Authentication shall apply when supplementary cardholders wish to enrol their supplementary Credit Cards with Apple Pay.

By adding your Card to Apple Pay, a unique numerical identifier different from your Card number (“Device Card Number”) will be allocated for the purpose of making purchases and receiving refunds through Apple Pay. Due to the manner in which Apple Pay operates, you may need to present your Eligible Device at a merchant when you return an item purchased using Apple Pay on such Eligible Device.

## **YOUR USE OF BOQ CREDIT CARD THROUGH APPLE PAY**

Purchases you make with Apple Pay using your Credit Card are governed by the Account Terms and Conditions. Please review the Account Terms and Conditions for important information on your rights and responsibilities when making purchases. You must keep your Eligible Device safe (including ensuring that the device is not modified contrary to the software or hardware guidelines of the manufacturer) and ensure that where your passcode or personal identification number is required to allow you to use your Eligible Device to access and use your Cards to make purchases through Apple Pay, your passcode or personal identification number is not disclosed to anyone and you must take all reasonable steps to prevent any fraud, loss or theft in respect of the Eligible Device or any Card in connection with the use of Apple Pay. If biometric details may be used to identify you or be used to grant access to the Eligible Device to access and use your Cards, you must not save a third party’s biometrics such as fingerprint (“biometric information”) on the Eligible Device. In the event a third party’s biometrics are saved on the Eligible Device, whether now or in the future, and such biometric details can be used to grant access to the Eligible Device to access and use your Cards, you acknowledge and agree that such person, using his or her biometrics, will be able to access and use your Cards and make purchases with Apple Pay using your Cards, and the relevant transactions will be charged to your Cards, to which you shall be responsible and liable for the same, subject to requirements of law and if applicable, the ePayments Code, and except to the extent such transaction is caused by our fraud, negligence or misconduct.

If you enrol for biometric verification such as fingerprint identity, personal identification number or passcode on Apple Pay, the collection and storage of, and your enrolment and access to Apple Pay using your biometric information, personal identification number or passcode will be made using the technology on your Eligible Device. Accordingly, when you log into Apple Pay and choose to be verified using the technology on your Eligible Device, your fingerprint or any other biometric information, your personal identification number or passcode will be matched and verified against your Eligible Devices technology. Accordingly, you acknowledge that we have no control over the technology on the Eligible Device, the availability, capability, verification method, security and integrity of the Eligible Device and therefore cannot be held responsible for transactions effected using Apple Pay and authorised using any biometric information or personal identification number or passcode, subject to requirements of law and if applicable, the ePayments Code, and except to the extent such transaction is caused by

our fraud, negligence or misconduct. You should therefore assess if the Eligible Device's manner of verification and risks associated with such use is acceptable to you.

Use of Apple Pay is at your discretion. You are not obliged to use Apple Pay in connection with any of your Cards. Accordingly, you agree that the access and use of your Cards on Apple Pay will be considered as authorised by you and you shall be responsible and liable for the same, subject to requirements of law and if applicable, the ePayments Code, and except to the extent such transaction is caused by our fraud, negligence or misconduct. If your Eligible Device is lost or stolen, personal identification number or other passcode is compromised or used or your Card has been used through Apple Pay without your permission, we recommend that you notify us promptly. If you fail to notify us promptly, you may be liable for part or all of the losses in connection with any unauthorised use of your Card in connection with Apple Pay as further set out in the Account Terms and Conditions.

You agree and acknowledge that the transaction history displayed in Apple Pay in connection with use of your Card in Apple Pay solely represents our authorisation of your Apple Pay transaction using that particular Eligible Device and does not reflect any post-authorisation activity, including but not limited to clearing, settlement, foreign currency exchange, reversals, returns or chargebacks.

Accordingly, the purchase amount, currency, and other details for your Apple Pay transaction history in connection with use of your Card in Apple Pay may not match the transaction amount that is ultimately cleared, settled, and posted to your Card statement of account. If there is any inconsistency between your Card statement of account and transaction history displayed in Apple Pay, your Card statement of account shall prevail, and you will remain liable to us for the amounts set out on your statements.

We currently do not impose a fee for using your Card through Apple Pay but we reserve the right to impose a fee at our sole discretion in the future. If we do so, we will provide you with 30 days prior written notice as detailed in the 'CHANGES TO PARTICIPATION IN APPLE PAY AND TERMS AND CONDITIONS' section below. All applicable interest, fees and charges that apply to your Credit Card pursuant to the relevant Account Terms and Conditions will continue to apply after you have registered your Credit Card with Apple Pay. Your telecommunications carrier or provider may impose web-enablement, data usage or text messaging fees or other charges for your use of Apple Pay ("Charges"). You shall be solely responsible for such Charges.

As a condition of using your Card in connection with Apple Pay, you acknowledge and consent to us sending notifications to the Eligible Device and/or your mobile phone number on record with us. If at any time you revoke this consent, we may suspend or cancel your ability to use your Card in connection with Apple Pay (for example, we may do so where we reasonably believe that such action is necessary to prevent a fraud affecting any person or to prevent you or us from any loss).

Devices modified contrary to the software or hardware guidelines of a manufacturer, including by disabling hardware or software controls, (commonly referred to as jail breaking), are not Eligible Devices. You acknowledge and agree that the use of a modified device to use your Card in connection with Apple Pay is expressly prohibited, constitutes a violation of these Terms and Conditions, and is grounds for us to deny your access to your Cards through Apple Pay.

Subject to the section titled 'EXERCISING OUR DISCRETION AND RIGHTS', we have the right to suspend or cancel your ability to use your Card in connection with Apple Pay at any time and need not give you any prior notice or reason for doing so, but will notify you as soon as reasonably practicable. For example, we may do so where we reasonably believe that such action is necessary to prevent a fraud affecting any person or to prevent you or us from any loss.

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, in accordance with the section titled 'CHANGES TO PARTICIPATION IN APPLE PAY AND TERMS AND CONDITIONS' below.

## **AUTHORISATION TO COLLECT AND SHARE DATA**

You acknowledge that (i) Apple, the provider of Apple Pay technology that supports the Cards in Apple Pay, as well as its sub-contractors, agents, and affiliates, and (ii) the applicable payment network branded on your Card (e.g., Mastercard International Incorporated and its affiliate Maestro, or Visa, U.S.A., Inc. and its affiliate Interlink) as well



as sub-contractors, agents, and affiliates of such payment networks, will have access to certain details of your transactions made with merchants via use of your Cards through Apple Pay in and/or for the purposes of:

- (1) performing their obligations hereunder;
- (2) providing you with relevant transaction data;
- (3) detecting and addressing fraud;
- (4) complying with applicable laws and regulations;
- (5) responding to inquiries made pursuant to court orders or by regulators;
- (6) managing, making product enhancement to, and/or promoting the use of Apple Pay; and
- (7) creating business and/or technical performance reporting.

You acknowledge that the use, storage and disclosure of any personal information provided by you directly to Apple, the applicable payment network branded on your Card, or other third parties supporting Apple Pay, will be governed by the privacy policy of such party.

## **MERCHANT RELATIONSHIPS AND DISCLAIMERS**

Merchants may present to you certain discounts, rebates or other benefits (e.g. free shipping) (Offers) if payment is effected through Apple Pay. Such Offers are subject to certain terms and conditions between you and the relevant merchant, and may be subject to change at any time without notice to you. We will not be liable for any loss or damage as a result of any interaction between you and a merchant with respect to such Offers. Subject to applicable law and the Account Terms and Conditions, all matters, including delivery of goods and services, returns, and warranties, are solely between you and the applicable merchants. You acknowledge that we do not endorse or warrant the merchants that are accessible through Apple Pay or the Offers that they provide.

## **CHANGES TO PARTICIPATION IN APPLE PAY AND TERMS AND CONDITIONS**

Subject to applicable laws and regulations, and the section titled 'EXERCISING OUR DISCRETION AND RIGHTS', at any time we may

- (i) terminate your use of Cards in connection with Apple Pay,
- (ii) modify or suspend the type or dollar amounts of transactions allowed using Cards in connection with Apple Pay,
- (iii) change the eligibility of a Card for use with Apple Pay, and/or
- (iv) change the Card authentication process.

If we have cancelled or suspended your Card in accordance with the relevant terms in the Account Terms and Conditions, you will not be allowed to use it through your Eligible Device. Please note that this is the case even though you may still see a symbol for the Card on your Eligible Device.

We can change these terms by giving you notice as set out below. Any changes will not increase your liability for transactions already conducted using your Card in Apple Pay.

We may make changes to these Terms and Conditions as required to promptly restore or maintain the security of a system or individual facility without prior notice. We will notify you of such changes as soon as practicable.

Otherwise, we will give you 30 days prior written notice of any changes which:

- impose or increase our charges relating solely to the use of your Card in Apple Pay;
- increase your liability for losses relating to transactions conducted using your Card in Apple Pay; or
- impose, remove or change your daily transaction limit or other periodical transaction limit applying to the use of your Card in Apple Pay.

We may make any other changes to the terms applying to the use of your Card in Apple Pay by giving you reasonable notice before the change takes place.

## SECURITY AND YOUR LIABILITY

If you share your passcode with any other person or allow another person's biometric information to be saved on your device, you are taken to have authorised that person to transact on your account using Apple Pay. This may mean that you are liable for all transactions initiated by that person. You acknowledge that this can result in significant loss or liability to you.

If you register your Card with Apple Pay, you are responsible for ensuring that:

- (i) The Apple Pay wallet is not shared with anyone and is used only by you;
- (ii) You keep the passcode in the Eligible Device in the same way as you would keep a banking password or PIN secure, including by:
  - a. not sharing it with anyone;
  - b. not carrying a record of it with an Eligible Device or anything liable to be stolen with an Eligible Device (unless a reasonable effort is made to protect the security of it);
  - c. not choosing a passcode that can be guessed, such as your date of birth or a recognisable part of your name; and
  - d. not otherwise failing to protect the security of the passcode;
- (iii) You must keep the Eligible 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.g. by ensuring that you update the operating system of your device when recommended by Apple including to protect your device);
- (iv) Remove any Cards from the Eligible Device before disposing of the Eligible Device; and
- (v) No other person saves their biometric information, such as their fingerprint, on your Eligible Device if the biometric information can be used to grant access to your device and use your Cards.

At any time, you can delete or suspend your Card from Apple Pay and any supplementary / additional cardholder can delete or suspend their Card from Apple Pay. You, as the principal cardholder of a Credit Card, cannot suspend the use of a supplementary / additional cardholders Credit Card in Apple Pay, but you can suspend or close the Credit Card of the supplementary / additional cardholder (which will prevent its use including through Apple Pay) by calling 1300 55 72 72 (24 hours a day).

We recommend that you call us promptly on 1300 55 72 72 (24 hours a day) if:

- (i) your Eligible Device is lost or stolen;
- (ii) your Eligible Device mobile service is suddenly disconnected without your permission (which may indicate your Eligible Device and/or your Card(s) added to Apple Pay has/have been subject to unauthorised use or access) ; or
- (iii) you suspect a security breach in relation to your Eligible Device or Apple Pay or that an unauthorised person has used your passcode, Card PIN or your other credentials to access Apple Pay.

Generally, subject to protections under the ePayments Code described in those terms, you are liable for unauthorised transactions conducted using Apple Pay.

## INTELLECTUAL PROPERTY

All intellectual property rights including all patents, trade secrets, copyrights, trademarks and moral rights (collectively, Intellectual Property Rights) in Apple Pay (including text, graphics, software, photographs and other images, videos, sound, trademarks and logos) are owned either by Apple, us, our licensors or third parties. Nothing in these Terms and Conditions gives you any rights in respect of any intellectual property owned by Apple, us, our licensors or third parties and you acknowledge that you do not acquire any ownership rights by adding your Card to, or using your Card in connection with, Apple Pay.

## DISCLAIMERS OF WARRANTY

Apple Pay is provided by Apple, and without warranty from us. You acknowledge and agree that from time to time, your use of your Card in connection with Apple Pay may be delayed, interrupted or disrupted for an unknown period of time for reasons we cannot control. Neither we nor our affiliates will be liable for any claim arising from or related to use of your Card through Apple Pay due to such delay, interruption, disruption or similar failure, except to the extent such failure is caused by our fraud, negligence or misconduct.

You acknowledge that we are not party to the terms and conditions for Apple Pay between you and Apple and we do not own and are not responsible for Apple Pay. We are not providing any warranty for Apple Pay. We are not responsible for performance, maintenance or other support services for Apple Pay and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to Apple Pay, including, without limitation, any third party product liability claims, claims that Apple Pay fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement, except to the extent such claim, loss, liability, damage, cost or expense is caused by our fraud, negligence or misconduct. Any inquiries or complaints relating to the use of Apple Pay, including those pertaining to Intellectual Property Rights, must be directed to Apple.

We do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your Eligible Device. You are responsible for the selection of an Eligible Device and for all issues relating to the operation, performance and costs associated with such Eligible Device.

## LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE, OUR 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 CARD IN CONNECTION WITH APPLE PAY, EXCEPT TO THE EXTENT SUCH LOSS OR DAMAGE IS CAUSED BY OUR FRAUD, NEGLIGENCE OR MISCONDUCT.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW (AND EXCEPT TO THE EXTENT CAUSED BY OUR FRAUD, NEGLIGENCE OR MISCONDUCT), WE, OUR PROCESSORS, SUPPLIERS, AND LICENSORS (AND THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY:

- (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT;
- (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF APPLE PAY, INCLUDING YOUR USE OF YOUR 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 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.

## INDEMNITY

You will indemnify (including by paying or reimbursing us for loss we suffer), defend, and hold us (and our 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 representations, warranties, or obligations set forth in these Terms and Conditions, including any violation of our policies; (b) your wrongful or improper use of Apple Pay, including willful misconduct or fraud; (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (d) your violation of any law, rule or regulation of Australia or any other country; and (e) any access or use of Apple Pay by any other party with your personal identification number or passcode or other appropriate security code, except to the extent such claims, costs, losses, damages, judgments, tax assessments, penalties, interest, or expenses is caused by our fraud, negligence or misconduct.

## REPRESENTATION AND WARRANTY

You represent and warrant to us that:

- (i) to the extent you identified a name at registration, the name identified by you when you registered your Card to be added to Apple Pay is your name;
- (ii) all Cards you add to Apple Pay are your credit Card(s) (or you are a supplementary / additional cardholder of a Credit Card);
- (iii) you and all transactions initiated by you or using any of your Cards added to Apple Pay will comply with all laws, rules, and regulations applicable to you, including any applicable tax laws and regulations;
- (iv) you have the authority to authorise the receipt of notices, calls and text messages from us to the Eligible Device and/or your mobile phone number on record with us,
- (v) you will not use any of your Cards through Apple Pay for any fraudulent undertaking or in any manner so as to interfere with the operation of Apple Pay;
- (vi) you will not permit any use of your Card(s) through Apple Pay by any third party; and
- (vii) your use of your Card in connection with Apple Pay will comply with these Terms and Conditions.

## REMOVAL OF YOUR BOQ CREDIT CARD FROM APPLE PAY

You shall follow the instructions from Apple Pay to remove your Credit Card from Apple Pay if you no longer wish to use your Credit Card through Apple Pay. Removal of your Credit Card from Apple Pay will not terminate your Credit Card in its plastic card form unless you also choose to terminate such in accordance with the Account Terms and Conditions.

## SEVERABILITY

If law makes a term of the contract illegal, void or unenforceable, we both agree that the term remains, but will be read down so that this doesn't occur. If this can't be done, you and we agree that only the affected term is to be excluded and the rest of the contract should not be affected.

## GOVERNING LAW

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

Apple Pay is a trademark of Apple Inc., registered in U.S. and other countries.