

## **HUMM PRO – APPLE PAY TERMS OF USE**

### **1. These Terms of Use**

- (a) You agree with Humm Pro Limited (“**We**”, “**Our**” or “**Us**”) to these Terms of Use of humm pro with Apple Pay (“**Terms of Use**”) by adding Your Card to Your Digital Wallet.
- (b) These Terms of Use apply in addition to the humm pro Terms and Conditions relating to Your Account (“**Terms and Conditions**”). To the extent of any inconsistency between them, these Terms of Use take precedence over the Terms and Conditions.

### **2. Definitions**

In these Terms of Use:

- (a) “**Apple**” means Apple, Inc. and/or its related bodies corporate and affiliates.
- (b) “**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 Your Card to be used with Apple Pay.
- (c) “**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.
- (d) “**Digital Wallet**” means the Apple Pay app on an Apple Device.
- (e) “**Passcode**” means any or all of the following the:
  - (i) code required to unlock a locked Apple Device;
  - (ii) fingerprint registered to unlock a locked Apple Device; or
  - (iii) biometric face identifier registered to unlock a locked Apple Device.

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

### **3. Your responsibilities and liability**

**WARNING: Any person who can unlock Your Apple Device may be able to make transactions using a Card 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 humm pro 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 Card in Your Digital Wallet.
- (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 Card 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 Card linked to Your Account via Apple Pay (including losses caused by unauthorized humm pro Transactions) unless:
  - (i) any of the circumstances in which You are not liable that are described in the Terms and Conditions apply; or
  - (ii) applicable law provides otherwise.
- (d) In the sections of the App Terms which deal with Your liability in case of an unauthorised use of Your Access Code (as defined in the App Terms), each reference to a ‘Access Code’ includes a reference to Your Passcode and each reference to a device being misused or lost or stolen includes the Apple Device being misused or lost or stolen (with a Digital Wallet to which a Card linked to Your Account has been registered), with all necessary modification.
- (e) You should contact us immediately if You believe there are errors or if You suspect fraud with Your Digital Card. This includes any fraud associated with Your Digital Wallet. If any Apple Device with a Digital Wallet that contains a Card linked to Your Account (other than where Your Card 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 (24 hours a day) on: 0800 HUMM PRO (0800 4866 776).

- (f) Any person who can unlock an Apple Device (with a Digital Wallet that contains a Card linked to Your Account) may be able to make humm pro Transactions via Your Account. If You allow any other person's fingerprint or face identifier to be registered on the Apple Device, or if You share Your Passcode with any other person, You are taken to have authorised that person to transact on Your Account using Apple Pay. This means that any humm pro Transaction using Apple Pay that is initiated by such person using the fingerprint, face identifier or Passcode will be authorised by You and the Terms and Conditions dealing with unauthorised humm pro Transactions will not apply, which could result in significant loss or liability in relation to such humm pro Transactions.
- (g) If You add Your Card to an Apple Device and have other Apple Devices sharing the same Apple account ("**Other Devices**"), this may permit the Card to be added to the Other Devices and permit users of the Other Devices to see information about Your Digital Card. Please contact Apple for more information.

#### 4. Using a Digital Wallet

- (a) Your registration of a Card 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 Us. 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. We are 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.

We are 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) We are 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) We do not charge any additional fees for registering and using Your Card in a Digital Wallet. All applicable account fees described in the Terms and Conditions 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 Your Card to a Digital Wallet, and/or suspend or cancel entirely Your ability to use Your Card via Apple Pay. We may take these actions at any time and for any reason, including (without limitation) if We suspect fraud with Your Digital Card, if You have an overdue balance on Your Account, if applicable laws change or if directed to do so by Apple or the applicable card scheme (e.g. Mastercard).
- (b) We may cease supporting the use of Your Card via Apple Pay at any time, and any such decision is at Our sole discretion.
- (c) You may at any time remove Your Card 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 Us collecting information from Apple to verify You, to ensure Your Card functions with Apple Pay, to manage fraud, or for Us to provide better assistance to You.
- (b) You agree that We may exchange information about You with Apple, the applicable retailer and the applicable

card scheme (e.g. Mastercard) to facilitate any humm pro Transaction You initiate with Your Card via Apple Pay. By registering Your Card for use with Apple Pay, You are providing consent for Your information to be shared with these parties.

- (c) We may also share Your information to make available to You in Your Digital Wallet information about Your humm pro Transactions, or to assist Apple in improving Apple Pay. We are not responsible for any loss, injury or other harm You suffer in connection with Apple's use of Your information.
- (d) 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) We may amend these Terms of Use by giving You notice as described below. You agree to any such amendments by continuing to keep a Card 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 twenty (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 humm pro 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 clause 8(c).
- (f) The current Terms of Use will always be available for You to view at [www.hummpro.com/nz](http://www.hummpro.com/nz).

## **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.

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