

# TERMS AND CONDITIONS FOR APPLE PAY E-WALLET

FINCI

Effective date :25.02.2022

These Terms and conditions for E-wallet is Special Terms and Conditions and are in addition to the FINCI Card Terms and Conditions and the FINCI General Terms and Conditions for the Provision of Services. These Terms and conditions for Apple pay E-wallet governs the relationship between the Cardholder and FINCI arising from usage of Card in Apple pay the E-wallet.

FINCI Card Terms and Conditions and FINCI General Terms and Conditions for the Provision of Services are applied to the Terms and Conditions for E-wallet to the extent they do not conflict with the Terms and Conditions for E-wallet. Where these Special Terms and Conditions are not consistent with any of the other aforementioned Terms and Conditions then these Special Terms and Conditions will apply to the extent of that inconsistency.

## 1. DEFINITIONS OF KEY TERMS

**Card** – an active debit card issued by FINCI in Cardholder’s name which can be registered for E-wallet.

**Cardholder** – the Cardholder or an individual authorized by the Cardholder to use the Card and whose name, surname is specified on the Card. The Cardholder and the Cardholder may be the same person or two different persons. Cardholder must be fully legally capacitated person who has reached the age of 18.

**Device** – a device which supports Apple Pay.

**Device Account Number** – means a unique number which is created during the registration process linking Cardholder’s Card to Cardholder’s Device.

**E-wallet** – Apple Pay online payment tool which allows for Cardholder make contactless and in-app payments with Cardholder’s Device which securely stores virtual versions of Card.

**E-wallet provider Terms** – any agreement entered into between Cardholder and Apple Pay in connection with Device.

**Face ID** – the face recognition feature on Cardholder’s Device.

**Passcode** – security feature on Cardholder’s Device.

**Personalised security credentials** – full Card number, Security code, PIN code and/or any other personalized security credentials related to the Card.

**PIN code** – confidential personalised security credentials known only to the Cardholder and used by the Cardholder to confirm the Operations.

**Touch ID** – an electronic fingerprint recognition feature designed and released by Apple Corp. that allows users to unlock Device.

Other terms used in the Terms and Conditions for E-wallet shall have the same meanings as set out in the FINCI Card Terms and Conditions or the FINCI General Terms and Conditions for the Provision of Services, unless otherwise specified.

## **2. REGISTERING FOR E-WALLET**

**2.1.** Cardholder must accept these Terms and Conditions to use E-wallet. FINCI General Terms and Conditions for the Provision of Services, FINCI Card Terms and Conditions any other Special Terms and Conditions of FINCI. E-wallet is provided by E-wallet provider and by using it, Cardholder is subject to the E-wallet provider's terms and to any other E-wallet or third party agreements which apply. FINCI is not responsible for any agreements that Cardholder enters into with Apple or other third parties in connection with E-wallet and FINCI is not responsible to Cardholder for its E-wallet provision, operation, service quality or security.

**2.2.** FINCI may allow the Cardholder to register the same Card on multiple Devices. However, the Cardholder must continue to protect its Device, and must take all measures to protect and keep confidential the Passcode , and Personalised security credentials which are strictly confidential.

**2.3.** FINCI is not responsible for any agreements entered into by Cardholder with E-wallet or other third parties in connection with E-wallet and FINCI is not responsible to Cardholder for its provision, operation, service quality and security.

**2.4.** FINCI may refuse to register with E-wallet or block or restrict the Cardholder's Card if FINCI has good reason to do so. This also applies in cases where FINCI becomes aware of conduct that, in FINCI's opinion (acting reasonably), may indicate fraud in connection with the Cardholder's registration or payment account.

**2.5.** To stop using the E-wallet with a Card, the Cardholder must open the E-wallet on the Device and delete the card. If the Cardholder changes or replaces his /her Device and wishes to continue using E-wallet, the Cardholder must delete the Card from the existing Device and register with E-wallet on his /her new device.

**2.6.** FINCI applies fees as provided in selected subscription plan, but FINCI does not charge an additional fee if the Cardholder uses the Card together with his /her E-wallet.

**2.7.** The Cardholder can start using his / her Card by linking it to his / her E-wallet by adding the Card to his / her E-wallet.

## **3. LIABILITY**

### **3.1. CARDHOLDER'S LIABILITY**

**3.1.2.** Cardholder is solely responsible for the accuracy of the information provided when registering for E-wallet and authorizing an E-wallet transaction.

The FINCI regulations set out security measures that also apply to the use of the Card in conjunction with the E-wallet. The Cardholder is obliged to read them before using the E-wallet. Cardholder may not disclose its Personalised security credentials that Cardholder uses to access its Card or Device by any means.

**3.1.2.** If the Cardholder Device is lost or stolen, the Cardholder must immediately notify FINCI and make every effort to deactivate his/her Card from E-wallet, including but not limited through the Find My iPhone app. If the Cardholder fails to do so, FINCI may not refund the Cardholder if someone withdraws money from the Cardholder's Account without the Cardholder's consent.

**3.1.2.** If the Cardholder changes his /her Device, he /she must delete all relevant information, including the E-wallet on the previous Device.

**3.1.2.** If the Cardholder suspects that someone else knows the Cardholder's Touch ID, Face ID, or Passcode, Personalised security credentials, the Cardholder must change them and, if necessary, suspend E-wallet. If the Cardholder shares his /her Device with someone else or allow it to use his/ her Touch ID, Face ID, or Passcode, the Cardholder is responsible for all payments made from the Cardholder device.

**3.1.2.** The Cardholder may not activate the payment session on any Device if it is not under his / her complete control or is not owned by the Cardholder at that time. If the Cardholder transfers the use of his /her Device to another person, allowing another person to enroll his / her fingerprint on the Cardholder's Device, FINCI will consider that the Cardholder has violated these terms and conditions and the usage and security information.

### **3.2. FINCI LIABILITY**

3.2.1. E-wallet is provided by Apple Corp. and is dependent on other third parties, such as the Cardholder's mobile carrier. FINCI is not responsible for any delay, interruption or other event that prevents the Cardholder from using the service or anything that endangers the Cardholder's privacy or security of transactions.

## **4. PERSONAL INFORMATION**

**4.1.** The Cardholder is obliged to read the FINCI privacy policy again, but the Cardholder must take into account that the Cardholder will also be subject to the E-wallet provider's privacy policy. FINCI and the Cardholder's E-wallet provider share certain personal information with each other for a number of reasons, including to improve FINCI and its services, verify information and prevent fraud.