

## Important Information and Terms and Conditions for Apple Pay

### Important information under the Financial Services (Distance Marketing) Regulations 2004

This notice contains extra information about Apple Pay and your right to cancel it. Apple Pay enables you to make transactions using your Mobile Device. This service is available through Your Apple Device by registering Your Danske Debit and/or Credit Card on the Apple Wallet. Apple Pay is a registered trademark, and is used under licence from Apple.

#### Your right to cancel

You have a right to cancel Apple Pay, without giving a reason for doing so, within 14 days of the day after the day of the conclusion of the contract (which is the date upon which you register for the service). A copy of the terms and conditions is set out below. You should download and save, or print a copy of, the terms and conditions for Your records.

If you exercise your right to cancel then you will still be liable for any liabilities accrued prior to the date that you cancel.

If you do not exercise your right to cancel you will be bound by the Terms and Conditions.

#### How to exercise your right to cancel

You can exercise your right to cancel Apple Pay by giving us written notice in any of the following ways.

- Posting it to P.O. Box 2111, Belfast BT10 9EG or to Danske Bank, Donegall Square West, Belfast BT1 6JS, or handing it in at any Danske Bank branch in Northern Ireland.

- By e-mail to [homepage\\_requests@danskebank.co.uk](mailto:homepage_requests@danskebank.co.uk)
- By phone by contacting us on 0345 600 2882

You can also exercise your right to cancel Apple Pay by removing the Danske Bank Debit / Credit Card(s) from the Apple wallet by selecting the relevant card, then click on the 'i' icon in the bottom right corner to see the card details. Scroll to the bottom to find the remove card option. This will instantly remove it from the Wallet.

#### Other important information

The laws of the United Kingdom apply to our relationship with you until you register for Apple Pay.

Apple Pay can be provided via the Wallet within Your iOS device(s).

The terms and conditions for Apple Pay are valid and effective from the date of registration and are subject to change. We will give you 2 months' notice of any change to the Terms and Conditions.

Apple Pay is free of charge. Transactions made using Apple Pay are subject to the Bank's fees and service charges are set out in the leaflet "Fees and Service charges explained".

Other taxes or costs may exist that are not charged by us.

Danske Bank is a trading name of Northern Bank Limited which is registered as a company with the Registrar of Companies in Northern Ireland - registration number is R568. We are authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority and our reference number with them is 122261. Northern Bank Limited is a member of the Danske Bank Group.

## Special Terms and Conditions – Apple Pay

These Special Terms and Conditions – Apple Pay, are in addition to the General Terms and Conditions – Personal Banking, the Personal Danske MasterCard Credit Terms and Conditions, the General Terms and Conditions – Business Accounts, the Danske MasterCard Corporate Card Terms and Conditions and to any other Special Terms and Conditions that apply to Your Account or Service. Unless otherwise stated, where these Special Terms and Conditions – Apple Pay 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..

#### Definitions

The Definitions set out in the General Terms and Conditions – Personal Banking, the Personal Danske MasterCard Credit Terms and Conditions, the General Terms and Conditions – Business Accounts and the Danske MasterCard Corporate Card Terms and Conditions apply. In addition the following definitions apply to these Special Terms and Conditions;

**“Apple”** means the corporation having its headquarters at 1 Infinite Loop, Cupertino, California 95014 USA.

**“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 a device which supports Apple Pay.

**“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 an active credit or debit card from Danske Bank in Your name which can be registered for Apple Pay.

**“One Time Verification Code”** means the activation code required to complete your Apple Pay registration.

“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.  
 “Mobile Carrier” means the provider of wireless communication services to Your Apple Device.

**1. Registering for Apple Pay**

1.1 To register for Apple Pay You must:

- (i) 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:
- (ii) Confirm your identity. You will be asked to do this by either entering a One Time Verification Code that will be sent to You or by calling Us.
- (iii) Check that only Your fingerprints are registered for Touch ID. Touch ID is used to authorise transactions made using Apple Pay. If someone else’s fingerprints are used to authorise an Apple Pay transaction you will be responsible for any payments they make.

You must accept these Terms and Conditions to use Apple Pay. Your existing Terms and Conditions with Us continue to apply to transactions made using 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. We are not responsible for any agreements you enter

1.2

into with Apple or with any other third parties in connection with Apple Pay, and we are not liable to You for its provision, functioning and security.

We may allow you to register the same Eligible Card on more than one Apple Device, and we may allow Eligible cards belonging to different customers 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 for Apple Pay You agree that:

- (i) We will process Your personal information in order to allow your Eligible Card to be used for Apple Pay;
- (ii) We will collect personal information about You from Apple in order to confirm your identity, to check your eligibility for Apple Pay and to help prevent fraud;
- (iii) We share anonymised information relating to Your Apple Pay transactions with Apple in order to improve and develop its technology.
- (iv) We 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.
- (v) We will not charge you a fee for using Apple Pay, however, Your Mobile Carrier may charge You for using their service.

2.2

If we replace Your Eligible Card, You will be required to register Your new card for Apple Pay.

2.3

When You use Apple Pay, You must not:

- (i) Use it to do anything illegal;
- (ii) Use it in a way that could damage our systems or other Apple Pay users
- (iii) Do anything that We or Apple tell you not to;
- (iv) Disobey any laws that apply to the place where you use Apple Pay.

**3 Joint Accounts**

Provided that We hold an appropriate mandate, each joint account holder can register for Apple Pay using their Apple Device.

**4 Card Holders (including Additional Card Holders)**

Each person to whom the Bank has issued an Eligible Card can register for Apple Pay using their Apple Device.

**5 Making a Payment**

- (i) When You use Apple Pay in stores, You must authenticate payment on Your Apple Device using Touch ID or your Passcode, or by double clicking the side button on Your Apple watch..
- (ii) 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.
- (iii) 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

	<p>8.2 If We make any changes to these Special Terms and Conditions, and it negatively affects you, We will give You as much notice as possible. If We make any changes that benefit You or that do not affect Your use of Apple Pay, We may tell You after We have made the change. When there are changes we may ask You to read and accept any changes before You can continue to use Apple Pay.</p>	<p><b>10 Termination of service</b></p>
<p><b>6 Payment Limits</b></p> <p>Apple Pay allows you to make payments at any amount. Contactless technology in the UK currently permits payments of up to £30, however, this may vary from store to store. Some contactless terminals may let you make payment above this limit.</p>		<p>10.1 We can terminate these Special Terms and Conditions by giving You at least two months' notice.</p> <p>10.2 You can terminate Apple Pay at any time by deleting Your Eligible Card Details from Your Apple Device.</p> <p>10.3 If Your Account is terminated in accordance with the provisions of the General Terms and Conditions - Personal Banking, then registration of Your Eligible Card for Apple Pay will be automatically terminated.</p>
<p><b>7 Security</b></p> <p>In addition to any other obligations or responsibilities You may have under these Special 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 Mobile Device. In particular, you must :</p>	<p><b>9 Suspension and Deactivation of service</b></p> <p>9.1 We may refuse to register You for Apple Pay, or to block or restrict Your Eligible Card where We have reasonable grounds for doing so. This includes where We become aware of behaviour that We (acting reasonably) consider may be indicative of fraud in respect of Your registration or Account.</p>	<p>10.4 Any termination of these Special Terms and Conditions is without prejudice to any accrued rights and/or remedies.</p>
<p>(i) Use appropriate security, including Passcode and Touch ID where available, on Your Apple Device.</p> <p>(ii) Never give anyone else your Passcode or other security details. If you suspect that someone knows them, change them immediately and contact us.</p>	<p>9.2 Where We have exercised Our rights under this Clause We will where reasonably possible, (and where it would not be a breach of security or be against the law) give You appropriate notice of Our intention to do so and explain Our reasons.</p> <p>9.3 If Your Apple Device has been lost or stolen You must contact us immediately and use all reasonable endeavours to deactivate Your Eligible Card from Apple Pay, including using the Find My iPhone App.</p>	<p><b>11 Your Liability</b></p> <p>11.1 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.</p>
<p><b>8 Changes to Apple Pay</b></p> <p>8.1 Apple may change Apple Pay at any time, or cease to offer it. You should check with Apple for more information.</p>	<p>9.4 If You change or swap Your Apple Device and You wish to continue using Apple Pay You must deactivate Your Eligible Card from Your existing Apple Device and register for Apple Pay on Your new device.</p>	<p>11.2 If Your Apple Device has been lost or stolen You must contact us immediately and use all reasonable endeavours to deactivate Your Eligible Card from Apple Pay, including using the Find My iPhone App. If you do not We may not pay you back if someone takes money out of Your Account without your consent.</p> <p>11.3 If You suspect that someone else knows Your Touch ID or Passcode You must change them and suspend Apple Pay if necessary. If you share Your Apple Device with someone else, or if you allow them to use your Touch ID or Passcode,</p>

then You will be responsible for any payments they make from Your device.

11.4 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 Clauses 6 and 7 of the General Terms and Conditions - Personal Banking or Clauses 6 and 7 of the General Terms and Conditions - Business Accounts for details of how to proceed.

11.5 If you have a Personal Danske MasterCard Credit Card or a Danske MasterCard Corporate Card which has been lost, stolen or for any other reason become liable to abuse, or should the pin, password or other security details become known to an unauthorised person, please refer to Clause 7 of the applicable Terms and Conditions for details of how to proceed.

## 12 General

12.1 Apple Pay is currently provided free of charge by Us. You should refer to Your Mobile Carrier for any additional charges that could be made by it.

## 13 Our Liability

Apple Pay is provided by Apple and relies on other third parties such as Your Mobile Carrier in order to function. We cannot be responsible for any delay, interruption or other event that prevents You from using the service, or anything that compromises Your privacy or the security of Your transactions.