

Apple Pay for Lombard Visa Card – Terms of Use

1. These terms of use

- (a) You agree with Lombard to these terms of use of the Lombard Visa Card with Apple Pay (the “**Terms of Use**”) by:
 - (i) adding a Lombard Visa Card to your Digital Wallet, or
 - (ii) allowing another Cardholder to add a Lombard Visa Card linked to your Lombard Visa Card Account to their Digital Wallet.
- (b) These Terms of Use apply in addition to the terms and conditions in your Lombard Visa Card Contract (the latter, the “**Conditions of Use**”). To the extent of any inconsistency between them, these Terms of Use take precedence over the Conditions of Use.

2. Definitions

In these Terms of Use:

- (a) “**Apple**” means Apple Pty Limited ABN 46 002 510 054 and/or its related bodies corporate.
- (b) “**Apple Device**” means a device such as an iPad, iPhone or Apple Watch, manufactured by Apple, which we determine is eligible for the registration of a Lombard Visa 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) “**Cardholder**” means the holder of a Lombard Visa Card linked to your Lombard Visa Card Account.
- (e) “**Digital Wallet**” means the Apple Pay app on an Apple Device.
- (f) “**Passcode**” means the code required to unlock a locked Apple Device.

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

3. Your responsibilities and liability

- (a) You agree to protect and keep confidential your Passcode and any other information required for you to make Card 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 Lombard Visa Card in your Digital Wallet. You agree not to allow a fingerprint other than the Cardholder’s fingerprint to be registered on your Apple Device.
- (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 Lombard Visa Cards 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 Lombard Visa Card linked to your Lombard Visa Card Account via Apple Pay (including losses caused by Unauthorised Card Transactions) unless: (i) any of the circumstances in which you are not liable that are described in the Conditions of Use apply or (ii) applicable law provides otherwise.
- (d) In the sections of the Conditions of Use which deal with your liability in case your Lombard Visa Card is lost or stolen or in case of Unauthorised use, each reference to a ‘PIN’ includes a reference to your Passcode and each reference to a lost or stolen card includes a lost or stolen Apple Device (with a Digital Wallet to which a Lombard Visa Card linked to your Lombard Visa Card Account has been registered), with all necessary modification.
- (e) The Conditions of Use require you to contact us immediately if you believe there are errors or if you suspect fraud with your Lombard Visa Card. This includes any fraud associated with your Digital Wallet. If any Apple Device with a Digital Wallet that contains a Lombard Visa Card linked to your Lombard Visa Card Account (other than where your Lombard Visa 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: **1300 132 301**.
- (f) Any person who can unlock an Apple Device (with a Digital Wallet that contains a Lombard Visa Card linked to your Lombard Visa Card Account) may be able to make Card Transactions via your Lombard Visa Card Account. If a Cardholder allows any other person’s fingerprint to be registered on the Cardholder’s Apple Device, or if the Cardholder shares the Cardholder’s Passcode with any other person, you are taken to have authorised that person to transact on your Lombard Visa Card Account using Apple Pay. This means that any Card Transaction using Apple Pay that is initiated by such person using the fingerprint or Passcode will be authorised by you and the Conditions of Use dealing with Unauthorised Card Transaction will not apply, which could result in significant loss or liability in relation to such Card Transaction(s).
- (g) If a Lombard Visa Card linked to your Lombard Visa Card Account is registered to a Digital Wallet (other than where your Lombard Visa Card has been fraudulently added to a Digital Wallet without your knowledge), you are responsible for ensuring that the Cardholder complies with these Terms of Use.

- (h) If you add a Lombard Visa Card to an Apple Device and have other Apple Devices sharing the same Apple account (“**Other Devices**”), this may permit the Lombard Visa Card to be added to the Other Devices and permit users of the Other Devices to see information about your Lombard Visa Card. Please contact Apple for more information.

4. Using a Digital Wallet

- (a) Your registration of a Lombard Visa 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 Lombard. 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. Lombard is 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. Lombard is 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) Lombard is 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) Lombard does not charge any additional fees for registering and using your Lombard Visa Card in a Digital Wallet. All applicable account fees described in the Conditions of Use 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 the Lombard Visa Card to a Digital Wallet, and/or suspend or cancel entirely your ability to use the Lombard Visa 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 Lombard Visa Card, if you have an overdue or negative balance on your Lombard Visa Card Account, if applicable laws change or if directed to do so by Apple, Cuscal or the applicable card scheme (e.g. Visa).
- (b) Lombard may cease supporting the use of the Lombard Visa Card via Apple Pay at any time, and any such decision is at our sole discretion.
- (c) You may at any time remove a Card from your Digital Wallet by following Apple’s procedures for removal.

7. Your information and contacting you electronically

- (a) You agree that Lombard may exchange information about you with Apple, Cuscal and the applicable card scheme (e.g. Visa) to facilitate any Card Transaction you initiate with a Lombard Visa Card via Apple Pay. By registering your Lombard Visa Card for use with Apple Pay, you are providing consent for your information to be shared with these parties.
- (b) Lombard may also share your information to make available to you in your Digital Wallet information about your Lombard Visa Card transactions, or to assist Apple in improving Apple Pay. We are not responsible for any loss, injury or other harm you suffer in connection Apple’s use of your information.
- (c) 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) Lombard may amend these Terms of Use by giving you notice as described below. You agree to any such amendments by continuing to keep a Lombard Visa 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 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 Card 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 paragraph 7(c) above. [If your Lombard Visa Card is a consumer credit card, we may also provide you with notice in a manner permitted under the national consumer credit legislation, which may include public notice in an Australian national paper.]
- (f) The current Terms of Use will always be available for you to view at <https://1.lombardfinance.com.au/important-information>