

**PRODUCT TERMS AND CONDITIONS FOR USE OF APPLE PAY SERVICE IN EQUA BANK FOR INDIVIDUAL ENTREPRENEURS AND LEGAL ENTITIES**

**1. INTRODUCTORY PROVISIONS**

- 1.1. The Product Terms and Conditions for Use of the Apple Pay Service in Equa bank for Individual Entrepreneurs and Legal Entities (hereinafter "**PTC AP**") shall govern the rules for the use of Cards in the Apple Wallet Application pursuant to the Agreement, the Price List, the Interest Rate List, the Product Terms and Conditions for the Holders of Payment Cards of Equa bank for Individual Entrepreneurs and Legal Entities, the Terms and Conditions of Payment Services of Equa bank for Individual Entrepreneurs and Legal Entities, the Product Terms and Conditions for Current Accounts and Direct Banking of Equa bank for Individual Entrepreneurs and Legal Entities, and the Business Terms and Conditions of Equa bank for Individual Entrepreneurs and Legal Entities (hereinafter "**BTC**"), of which the PTC AP form an integral part, and in connection with these documents.
- 1.2. The Bank shall communicate all amendments to the PTC AP to the Customer in writing by e-mail or through Direct Banking no later than two (2) months before the day on which a given amendment becomes effective. The Customer shall be entitled to reject the amendment to the PTC AP by the effective date of the amendment and to terminate the Agreement pursuant to the BTC. Should the Customer not reject the amendment as of its effective date, it shall be deemed that the Customer agrees with the amendment. The Bank shall specifically inform the Customer of this consequence in a notification of an amendment to the PTC AP.
- 1.3. As a rule, the Bank shall introduce amendments to the PTC AP only in justified cases and within the necessary scope (i.e. legislation or regulatory changes) that have an impact on the functioning of the Bank or cooperation with the Customer or on increasing the efficiency of processes related to the provision of Banking Services.
- 1.4. Capitalised terms or phrases in the PTC AP shall have the meaning defined in the BTC or a meaning specified in the individual provisions of the PTC AP, the Product Terms and Conditions for Current Accounts and Direct Banking of Equa bank for Individual Entrepreneurs and Legal Entities or in the Terms and Conditions of Payment Services of Equa bank for Individual Entrepreneurs and Legal Entities or in the Product Terms and Conditions for the Holders of Payment Cards of Equa bank for Individual Entrepreneurs and Legal Entities. All definitions shall be applied uniformly both to the singular and the plural forms.

**2. TERMS AND CONDITIONS OF USE**

- 2.1. Use of the Apple Pay Service requires the following:
  - An Apple mobile device with the Apple Wallet Application, supporting NFC technology.
  - Enabled locking of the mobile device, using a selected method (e.g. a password, FACE ID or Touch ID).
- 2.2. When registering the Card in the Apple Wallet Application, the Card Holder is requested to provide all necessary Card data, such as the **full Card number, expiration date, and CVC/CVV**.
- 2.3. Before completing the Card registration, a unique single verification code to verify the Card Holder shall be sent **to the mobile telephone number of the Card Holder which is registered in the Bank**.
- 2.4. Several Cards may be registered in the Apple Wallet Application, including cards from other issuers.
- 2.5. When the first Token is added, it is automatically set as the initial Token.
- 2.6. When adding an additional Token, the Card Holder may set a new initial Token at any time.
- 2.7. The Bank shall be authorised not to enable a Token to be issued to the Card Holder.
- 2.8. The validity period of Token shall be identical with the validity period of the Card, not exceeding 3 years from the Token issuance.  
When the Token validity expires, the Card must be registered again.
- 2.9. The provider may suspend or terminate the Apple Pay Service. The suspension or termination of the Apple Pay Service shall be governed by the terms and conditions of the Provider.
- 2.10. The Bank shall be authorised to unilaterally terminate or limit Payment Transactions using the Apple Pay Service at any time.
- 2.11. The Card Holder shall be obliged to:
  - protect the Apple Wallet Service as well as the mobile device against software misuse and the mobile device against loss or theft,
  - secure the mobile device using a selected method,
  - not communicate the security method of the mobile device and the Card data to a third party,
  - immediately inform the Bank of any unauthorised use of the Apple Wallet Application and/or loss and theft of the mobile device.
- 2.12. The Card Holder shall acknowledge that should he/she wish to disable Payment Transactions using a mobile device, he/she must delete the Token from the Apple Wallet Application.

### 3. RECOGNISING TRANSACTIONS AND CARD LIMITS

- 3.1. The Card Holder may use the Apple Wallet Application to perform a Payment Transaction up to the amount of the Card Limit.
- 3.2. Should the Card Holder authorise the Payment Transaction, he/she grants consent to the Payment Transaction. The authorisation of the Payment Transaction cannot be withdrawn.
- 3.3. The Payment Transaction shall be authorised by bringing the mobile device with the Apple Wallet Application and with the Token closer to the payment terminal or ATM.

The Bank shall allow the Payment Transaction if the Card Holder authorises the Payment Transaction:

- By unlocking the mobile device using the selected method, and/or
- By entering the PIN code of the Card on the payment terminal or ATM, and/or
- By signing the receipt according to the valid signature on the Card (this may be required in particular when authorising a Payment Transaction on a payment terminal abroad).

- 3.4. The Card Holder shall have access to the latest Payment Transactions, which the Bank transmits to the Provider in the anonymised form, in the Apple Wallet Application. The complete history of Payment Transactions shall be available to the Card Holder in the Internet Banking or on the account statement when it has been settled.

### 4. DEFINITION OF TERMS

Capitalised terms shall be defined as follows, unless otherwise implied from the text of these PTC AP:

**Agreement** – shall have the meaning defined in the BTC.

**Apple Pay Service** – a mobile payment service enabling the Card Holder to make payments in the Apple Wallet Application or on the internet.

**Apple Wallet Application** – an application in an Apple device of the Card Holder enabling Payment Transactions using a mobile device based on the Apple Pay Service and NFC technology (Near Field Communication).

**Bank** – shall have the meaning defined in the BTC.

**Card** – an embossed debit payment card issued for the Account; for the purposes of the PTC AP, a Card shall also be a new card and a renewed card, unless otherwise expressly defined by the PTC AP. The Card also enables contactless Payment Transactions.

**Card Holder** – a Customer of Equa bank, holder of a debit payment card of Equa bank.

**Card Limits** – a maximum amount, limiting the size of Payment Transactions by Card from the respective Account per one day (00:00-23:59), unless another reference period or other restrictions of the size of the individual Payment Transactions as separate transaction limits in particular for cash withdrawals, for purchases from Merchants or online Payment Transactions using a Card are given in the Agreement on Issuance of Payment Card; such limits may not enable the maximum amount for Payment Transactions to be exceeded; should it be reduced, the individual Card Limits shall adequately be reduced as well.

**Customer** – shall have the meaning defined in the BTC.

**Face ID** – a security method for a telephone, a technology of face recognition, developed by Apple.

**Payment Transaction** – the movement of funds in the Payment Account, connected with payment services – transfer of funds, payment by Card (including a contactless performance of Payment Transaction).

**Price List** – shall have the meaning defined in the BTC.

**Provider** – shall be Apple Inc., One Apple Park Way, Cupertino, CA 95014, USA, providing the Apple Pay Service based on an agreement concluded with the Bank.

**Token** – an equivalent of a card in the Apple Wallet Application, which is created to register the Card in the Apple Wallet Application.

**Touch ID** – a security method for a telephone, a function for fingerprint recognition, designed and developed by Apple.

Apple, Apple Pay, App Store, iPhone, iPad, Mac, Apple Watch, iTunes Store, Touch ID, Face ID are registered trademarks of Apple Inc.

### 5. FINAL PROVISIONS

- 5.1. The Card Holder consents to the content of the PTC AP and shall be obliged to adhere to them.

- 5.2. The PTC AP shall become effective on **1. January 2022**.