



## Important Notice

HSBC Bank Australia Limited ("**HSBC**") has made changes to the HSBC with Apple Pay Terms and Conditions Booklet. The updated HSBC with Apple Pay Terms and Conditions Booklet is dated 3 November 2023, and applies to any products or services opened on or after 3 November 2023.

For existing customers who held their products or services prior to 3 November 2023, please click on the link below which will direct you to the previous HSBC with Apple Pay Terms and Conditions Booklet.

<https://www.hsbc.com.au/uct>

These changes may affect one or more products or services you have with HSBC.

# **HSBC with Apple Pay**

## Terms and Conditions

Effective 3 November 2023



# HSBC with Apple Pay Terms and Conditions

## 1. These terms

These terms (together with your Product Terms) are the terms and conditions for your use of Apple Pay.

**DO NOT THROW OUT YOUR DEBIT CARD OR CREDIT CARD AFTER YOU HAVE ADDED IT TO APPLE PAY.**

You must carefully read these terms before adding your HSBC Card to Apple Pay. To use Apple Pay, you will also need to agree to Apple's terms and conditions. Those terms and conditions will be provided by Apple, not us.

For the purposes of these HSBC with Apple Pay Terms and Conditions "HSBC Card" means both Credit Card and Debit Card.

You agree to these terms by:

- adding a HSBC Card for use in Apple Pay on your eligible Apple Device, or
- allowing another cardholder to add a HSBC Card linked to your Account for use in Apple Pay on their Apple Device.

These terms apply in addition to the other terms that make up 'your agreement' for your HSBC Card – see your Product Terms for what makes up your agreement. It is important that you read these terms and the Product Terms together.

## 2. Adding and removing a HSBC Card from Apple Pay

You can add an HSBC Card to Apple Pay on your eligible Apple Device and any additional cardholder can add an HSBC Card to the additional cardholder's eligible Apple Device, provided that:

- we can authenticate you or the additional cardholder; and
- the account is not in arrears.

You can remove an HSBC Card linked to your account from Apple Pay at any time and an additional cardholder can remove their HSBC Card from Apple Pay at any time. You cannot suspend the use of an additional cardholder's HSBC Card in Apple Pay, but you can suspend or cancel the HSBC Card of the additional cardholder by calling 1300 308 008 (24 hours a day) or as otherwise set out in the Product Terms that apply to your HSBC product.

Instructions on how to add an HSBC Card to Apple Pay, or remove one, are set out at [www.hsbc.com.au/Applepay](http://www.hsbc.com.au/Applepay).

Once an HSBC Card is added to Apple Pay, you or the additional cardholder can use Apple Pay to authorise transactions on your account. This is done by using the relevant Apple Device in place of an HSBC Card at a contactless payment terminal or in an application on an Apple Device. Some contactless payment terminals may require the cardholder to enter the HSBC Card PIN for transactions over \$100 and where the terminal does not recognise authorisation by means of biometric identifiers or the Apple Device's passcode.

## 3. Security and liability

Any person who can unlock your Apple Device may be able to make transactions using an HSBC Card registered in Apple Pay. If you or an additional cardholder think another person knows the passcode for the Apple Device, you must ensure that the passcode is changed by you or the additional cardholder, as applicable.

**WARNING: this could result in significant loss or liability in relation to such transactions.**

**It is important that you read your Product Terms to understand the security measures you must take and how we determine liability and responsibilities for transactions made with your HSBC Card using Apple Pay.**

In particular, see the Personal Banking Booklet for the terms that apply to security and liability including the section ("Security") which sets out what:

- you must do to prevent misuse of your account; and
- what you must report to us; and
- how we determine responsibility and liability for the use of your account (including through Apple Pay),

and the section (“Other useful information”) of the Personal Banking Booklet which sets out how you can query and dispute transactions.

#### **4. Fees and Charges**

HSBC does not charge you any additional fees for adding or using an HSBC Card with Apple Pay. However, you may be charged fees by third parties in connection with your use of Apple Pay (such as card processing fees and mobile data charges). We do not control these.

#### **5. Blocking, suspending and terminating Apple Pay**

HSBC may block or suspend your use or access to your HSBC Card in Apple Pay for the same reasons we can block or suspend your HSBC Card as set out in your Product Terms. See also the clause (“Blocking payments, payment devices, services and accounts and temporary transaction limits”) in the Personal Banking Booklet. The consequences of us blocking or suspending your use or access to your HSBC Card in Apple Pay are the same as set out in that clause.

We may terminate your use of or access to your HSBC Card in Apple Pay for the same reasons as we can terminate your HSBC account as set out in the Product Terms. We’ll try to tell you at least 30 days in advance but this may not always be possible in which case we will tell you as soon as practicable afterwards (if we’re allowed to).

In addition, we may also block, suspend or terminate your access to Apple Pay if our arrangements with Apple for Apple Pay change such that we have to (including if they end) or otherwise require us to. We will tell you as soon as we can if this happens.

#### **6. Data Collection and privacy**

HSBC may collect information relating to your Apple Device (including app version, device type and model, operating system and security information such as whether you have obtained root access):

- to ensure that your HSBC Card properly functions in Apple Pay;
- for security purposes and to identify fraud;
- for HSBC to better provide assistance to you; and
- to tell you about other products or services that may be of interest to you.

We may also exchange information with Apple and service providers:

- to enable the use of the HSBC Card with Apple Pay and to improve Apple Pay generally; and
- about persons involved in suspected security breaches or fraud.

If you do not want us to collect or disclose this information as described, you should not register an HSBC Card for use in Apple Pay. If you do not want to receive marketing information, phone 1300 308 008.

The Account Terms and HSBC’s Privacy Policy ([www.hsbc.com.au/privacy](http://www.hsbc.com.au/privacy)) contain more general information about our collection and handling of your information. Once an HSBC Card is registered to your Apple Device, Apple may access your personal information regarding the use of that HSBC Card through Apple Pay. Please see Apple’s privacy policy at [www.apple.com/au/privacy](http://www.apple.com/au/privacy).

#### **7. Apple Pay provided by Apple**

Apple Pay is provided by Apple, not by HSBC.

HSBC’s obligation to you in relation to the functionality of Apple Pay is limited to securely supplying information to Apple in order to allow the use of an HSBC Card through Apple Pay.

## 8. Changes to these terms

See the clause (“Changes to your agreement”) in the Personal Banking Booklet for the changes we can make to these terms, our reasons for making changes, and when and how we will tell you about those changes. Such changes will not increase your liability for transactions already conducted in relation to the use of an HSBC Card in Apple Pay.

## 9. Urgent changes

HSBC may make changes to HSBC with Apple Pay required to immediately restore or maintain the security of a system or individual facility without prior notice. We will notify you of such changes as soon as practicable and such changes will not increase your liability for transactions already conducted in relation to the use of an HSBC Card in Apple Pay. Apple may also change the services and functionality of Apple Pay – we don’t control that.

## 10. Electronic Communications

Due to the nature of Apple Pay, you agree that we may communicate with you in relation to Apple Pay electronically including by sending an SMS to your Apple Device, a notification in Apple Pay or an email to the email address you have provided to us. The electronic communication may include a link to information on our website. We may also communicate with you using other means in accordance with your Product Terms.

## 11. Severability and governing law

If any provision or part of a provision of these terms is illegal, invalid or unenforceable, the remainder of these terms will continue in full force and effect.

See the clause (‘What country’s courts and laws apply to this agreement and our dealings’) in the Personal Banking Booklet for which courts and laws apply.

## 12. Meanings of words

In these terms:

- **“Additional Cardholder”** means the holder, other than you, of an HSBC Card linked to your account.
- **“Apple”** means Apple Pty Limited ABN 46 002 510 054 and/or its related bodies corporate and affiliates.
- **“Apple Device”** means a device such as iPad, iPhone or Apple Watch, manufactured by Apple, which HSBC determines is eligible for registration of HSBC Cards to be used in Apple Pay.
- **“Apple Pay”** means the mobile payment and digital wallet service created by Apple that lets users make payments using certain Apple Devices and credit cards or debit cards registered on such Apple Devices.
- **“HSBC”, “we” or “us”** means HSBC Bank Australia Limited and its successors and assigns, and ‘our’ has a corresponding meaning.
- **“HSBC Card”** means an HSBC credit or debit card.
- **“Product Terms”** mean the terms and conditions contained in the agreement between you and us for your HSBC product that gives you access to a HSBC Card.
- **“you”** means the account holder of the account related to the HSBC Card which has been added to the Apple Pay digital wallet on a device which supports the iOS operating system and, as applicable, includes any additional cardholder of an HSBC Card.

## 13. Trademarks

Apple and Apple Pay are trademarks of Apple Inc.