



ING

Apple Pay



Apple Pay enables you to make contactless payments using your ING Visa Debit or Credit Card (ING Card) through a compatible Apple device. These Terms and Conditions apply to your use of any ING Card with Apple Pay.

In these Terms and Conditions, “we”, “us” and “our” mean ING Bank (Australia) Limited ABN 24 000 893 292 AFSL 229823, Australian Credit Licence 229823 (trading as ING).

1. Account agreements

These Terms and Conditions apply to your use of your ING Card with Apple Pay. By adding your ING Card to your Apple device, you accept these Terms and Conditions and agree to be bound by them.

These Terms and Conditions apply separately from, and in addition to, the terms and conditions that apply to the account you access using your ING Card. Those terms and conditions continue to apply to the use of your ING Card with Apple Pay. Apple Pay is just another way for you to make purchases with your ING Card.

If these Terms and Conditions are inconsistent with the terms and conditions that apply to any account you access using your ING Card, the terms and conditions applying to your account prevail to the extent of the inconsistency.

You may not authorise anyone else to use your ING Card with Apple Pay.

These Terms and Conditions set out the agreement between you and us for the use of your ING Card with Apple Pay.

They do not apply to the relationship between you and Apple, your mobile data provider or any other third party who provides services, applications or websites incorporated into Apple Pay. These third parties may impose their own terms and conditions.

2. Using an ING Card

In order to use your ING Card with Apple Pay, you must first add your ING Card to your Apple device. You may be required to take steps to verify your identity for security reasons before an ING Card can be added to your Apple device. You should ensure that the mobile phone number and email address we hold for you are up to date to facilitate this process.

When you add your ING Card to your Apple device, a digital representation of your ING Card will be created which allows you to distinguish between the cards that you have added to your Apple device.

Using Apple Pay, you can make:

- (a) contactless payments with your ING Card where contactless payments are accepted by presenting your Apple device instead of your physical ING Card; and
- (b) payments within apps with your ING Card where in-app payments are accepted by the relevant merchant.

Limits may apply for purchases made outside Australia.

Up to 8 cards can be added on the same Apple device. The same ING Card can be added on multiple Apple devices. You must not add an ING Card of another person to your Apple device or add your ING Card to another person's Apple device.

3. Availability

Apple Pay is made available by Apple.

Apple Pay is only available on compatible Apple devices.

We do not control the platform or devices through which Apple Pay operates and we are not responsible to you for any failure or delay in Apple providing Apple Pay unless it is as a result of something we have done or failed to do.

Apple Pay may not be available or accepted by all merchants.

4. Fees

We do not charge any fees for the use of Apple Pay in addition to the fees and charges that already apply to the use of your ING Card. However, third party fees and charges may apply to your use of Apple Pay, such as those incurred for data usage and text messaging.



5. ING's responsibility

We do not provide Apple Pay and we are not responsible for its operation or functionality, nor any disruption, failure, malfunction or unavailability of Apple Pay. Additionally, we are not responsible for the actions of third parties in respect of any agreement you enter into with them that relates to, or may impact on your use of, Apple Pay.

6. Your responsibilities

You must protect and keep confidential any security method or details used in respect of your Apple device, including your passcodes, passwords, fingerprint recognition and other unlock methods or methods of authorising a payment with Apple Pay.

You are solely responsible for maintaining the security of your Apple device. Your liability for any unauthorised transactions using your ING Card with Apple Pay will be determined in accordance with the terms and conditions governing the use of your ING Card.

You should:

- follow the card security guidelines set out in the terms and conditions governing the use of your ING Card;
- ensure you only use Apple Pay in accordance with these Terms and Conditions;
- not leave your Apple device unattended;
- not store anyone else's fingerprint in your Apple device;
- delete any fingerprint access to your Apple device which is not your own; and
- ensure that any security details to access your Apple device or authorise a payment with Apple Pay are not easily guessed.

If you believe that someone knows any of your security details that you use to access your Apple device or authorise a payment with Apple Pay, you should change these details immediately. If you upgrade, change or dispose of your Apple device, or pass it temporarily to another person (eg. for repair), you must delete your ING Card from Apple Pay.

7. Suspension and deletion of ING Cards

We may, acting reasonably, prevent you from adding any ING Card to your Apple device, suspend your ability to use your ING Card with Apple Pay, or delete your ING Card from Apple Pay. We may do so if, for example, we reasonably suspect that a person other than you is attempting to add or use your ING Card, we suspect that the ING Card is being used fraudulently, you have overdrawn the account to which the ING Card is attached, we determine, acting reasonably, that there is a significantly increased risk that you may be unable to pay any money you owe us in respect of the relevant account, the account you access using your ING Card is closed, there is a change to applicable laws, we cease to permit ING Cards to be used with Apple Pay or we are directed to do so by Apple or Visa. You may suspend the use of your ING Card with Apple Pay, resume the use of an ING Card which you have suspended, or delete an ING Card from Apple Pay at any time by following the directions provided through Apple Pay for doing so.

If you:

- (a) sign out of iCloud;
- (b) perform a full restore and backup of your Apple device to iTunes;
- (c) erase all content and settings from your Apple device;
- (d) remove the passcode, fingerprint recognition or other unlock method from your Apple device; or
- (e) where your Apple device is an Apple Watch, unpair your Apple Watch from the paired iPhone, all cards that have been added to your Apple device will be deleted.



8. Replacement ING Cards

If the physical ING Card associated with your account expires or is damaged and we issue you with a replacement, the original ING Card will be automatically replaced with the new ING Card on your Apple device for use with Apple Pay when you activate the new ING Card with us.

If the physical ING Card associated with your account is lost or stolen and you report this to us, the original ING Card will be automatically deleted from Apple Pay. You will need to add any new ING Card we issue to you to your Apple device if you wish to use that new ING Card with Apple Pay.

9. Loss or theft of an Apple device

If your Apple device is lost or stolen, you should contact us on 133 464 to delete the ING Card from Apple Pay. You should also log in to your iCloud account and delete all cards from Apple Pay. If an ING Card is deleted from Apple Pay you will still be able to use the physical ING Card associated with your account, unless it is also stopped or cancelled.

You must call us immediately if you believe that any of your security details that you use to access your Apple device or authorise a payment with Apple Pay have been lost, stolen or compromised in any way, or that an unauthorised person has used or could use your Apple device or Apple Pay security details to make a payment with Apple Pay.

10. Your liability for unauthorised transactions

Your liability for unauthorised transactions using your ING Card with Apple Pay will be determined in accordance with the terms and conditions that apply to the account you access using your ING Card.

11. Limitation of liability

We do not provide Apple Pay and to the extent permitted by law, neither we, nor any of our employees, agents or officers are liable to you for any loss or liability arising from, or any costs, charges or expenses you incur in connection with Apple Pay, including in connection with the information on our website or mobile applications. This limitation applies whether your claim would otherwise arise in contract, under the law of torts (including negligence), by statute or otherwise.

This limitation of liability is reduced to the extent our negligence, wilful misconduct or fraud contributes to the loss or other amount claimed.

12. Indemnity

You indemnify and hold us harmless from any claim or demand (including reasonable solicitor's fees) made by any third party due to, or arising out of, your use of an ING Card with Apple Pay in breach of these Terms and Conditions.

This indemnity is reduced to the extent our negligence, wilful misconduct or fraud contributes to the loss or other amount claimed.

13. Notifications

We may send you notifications regarding use of your ING Card with Apple Pay by email, SMS, secure message in online banking, or post.

14. Privacy

You should read the information provided within Apple Pay for details on how Apple will handle your personal information in relation to your use of Apple Pay.

We will exchange your personal information with Apple as necessary, for example, to add an ING Card to Apple Pay and to allow recent transactions to be displayed in Apple Pay. If you do not want this information to be exchanged with Apple, you must delete your ING Card from Apple Pay. For more information on how we handle your personal information, please read our Privacy Policy available on the ING website.



15. Changes to these Terms and Conditions

We may make changes to these Terms and Conditions at any time for one or more of the following reasons:

- to comply with any change or anticipated change in any relevant law, code of practice, guidance or general banking practice;
- to reflect any decision of a court, external dispute resolution scheme or regulator;
- to reflect a change in our systems or procedures, including for security reasons;
- as a result of changed circumstances (including adding benefits or new features);
- to respond proportionately to changes in the cost of allowing you to use your ING Card with Apple Pay; or
- to make them clearer.

We will give you:

(a) notice at least 30 days before we:

- (i) introduce or increase fees relating to the use of your ING Card with Apple Pay;
- (ii) increase your liability for losses relating to transactions conducted using your ING Card with Apple Pay; or
- (iii) impose, remove or change a daily or other periodic transaction limit applying to the use of your ING Card with Apple Pay, except where an immediate change is necessary to restore or maintain security or to prevent systemic or individual criminal activity or fraud; or

(b) notice of other changes to these Terms and Conditions before the change takes place, by email or by sending you a message through our online banking system.

If you continue to use your ING Card with Apple Pay following any change, you are taken to have agreed to that change. If you do not agree to any changes to these Terms and Conditions, you should delete your ING Cards from Apple Pay.

16. Questions

If you have any questions regarding adding, using, selecting or deleting an ING Card with Apple Pay, please contact us on 133 464. If you have any other questions about the operation of Apple Pay, including any support assistance, please contact Apple.

