



# Apple Pay

Version – 7 November 2023

## 01. Who Provides Apple Pay?

Apple Pay is a service provided by Apple. You will also need to agree to Apple's Terms and Conditions in order to use Apple Pay in addition to agreeing to these Terms of Use. While Hay **Limited (ABN 34 629 037 403 AFSL 515459)** is the issuer of the Kit Account and Kit Cards (“Hay”, “we” or “us”), we are not responsible for the use, functionality or availability of Apple Pay, any eligible Apple Device, or the availability of contactless readers at merchants.

## 02. Device Security

Apple Pay transactions can be authenticated with Face ID or Touch ID. Any person with your device passcode or a fingerprint registered to your device may be able to authorise transactions using your Hay-issued Card (Kit Card) in Apple Pay. Do not let anyone else have their biometric information registered to your device while your Kit Card is registered in Apple Pay. You must keep your device safe and secure at all times, and your device passcode secret.

If you breach any of the above, we will assume that you have authorised the other person to use your Kit Card and you will be liable for all transactions made by that person.

If you believe that your Apple device has been lost, stolen or compromised in any way, we can suspend or remove your Kit Card from Apple Pay to prevent any unauthorised use. If this occurs, please contact us at [support@heykit.com.au](mailto:support@heykit.com.au)

## 03. How to add or remove a Kit Card in Apple Pay

You can register your Kit Card with Apple Pay by opening the Settings section of the Kit App and following the prompts or via the Apple Wallet app on your device.

Instructions to remove your card are available on the Apple Pay website and the Apple Wallet app.

## 04. How to use your Kit Card via Apple Pay

Once you have registered your Kit Card to your Apple Device, you can start making payments at contactless terminals anywhere that Visa prepaid cards are accepted, in an App or online using your Apple Device where Apple Pay is supported.

You may be required to enter your Apple Device Passcode and/or card PIN at a contactless terminal when making a purchase using Apple Pay.

## 05. Applicable Fees

We do not impose any additional fees and charges for registering and using your Kit Card with Apple Pay. However, third parties may charge fees associated with downloading, registering and using Apple Pay on an Apple device.

## 06. How do we use your information?





We will use your information in accordance with the Privacy Policy available at [heykit.com.au/legal](https://heykit.com.au/legal).

As soon as you register your Kit Card to your Apple Device, Apple may access and process your information, including information about your transactions. Apple's use of your personal information is solely governed by Apple's privacy policy available at Apple's website.

Apple may share information with us for fraud and identification purposes.

#### **07. When might Hay suspend or block a Kit Card on Apple Pay?**

Kit on behalf of Hay may block, suspend or terminate your Kit Card registered with Apple Pay if:

- Hay or Kit suspects fraud or an unauthorised transaction has occurred;
- your Kit Card or Kit Account is cancelled, blocked or suspended;
- Hay is required to block, suspend or terminate by applicable laws;
- directed to so by Apple;
- if Hay's arrangement with Apple ceases or is suspended; or
- for any other legitimate business reasonable reason.

#### **08. Trade marks**

Apple, the Apple logo, Face ID, Touch ID, iPhone, Apple Watch and Apple Pay are trade marks of Apple Inc., registered in the U.S. and other countries.

#### **9. Complaints**

You can find our complaints process here [heykit.com.au/legal](https://heykit.com.au/legal) which sets out what you can do if you have any complaint or dispute relating to your Kit Card or Kit Account.

#### **10. Changes to these terms**

We can change these Terms and any information in the PDS relating to the Terms at any time by uploading the new Terms or PDS to our website and letting you know about the changes via the Kit App. If you keep using your Kit Card or Account after the change becomes effective, this shows that you agree to the changes.

Where we decide to charge new fees or increase our fees or any other changes are made which are not in your favour, we will give you at least 30 days' notice before the change so you can stop using your Kit Card or Account if you don't like the change.

#### **11. Governing law**

The laws of New South Wales will govern the Kit Card and Kit Account, and any legal questions concerning this agreement.