

## **DIGITAL WALLET SERVICES – APPLE PAY TERMS**

The Sainsbury's Bank Digital Wallet Services Terms and Conditions are set out below. Please ensure you read these terms and conditions of use carefully and in full. If You accept them and wish to activate and use a Digital Wallet Service with Your Sainsburys Bank credit card, then, after you have read these terms and conditions of use, please select "Agree" at the bottom of the screen. You will then have entered into a contract with the Bank regarding the Services and you will be legally bound by these Terms.

### **About the terms and conditions**

(a). These terms and conditions of use between You and Us (the **User Terms**) and Our Privacy Policy (**Our Privacy Policy**) both as amended, from time to time (and together referred to here as the **Terms**), govern the use of Your Card with a Digital Wallet Service. They are not the terms applying to Your Card(s) or any of Our other services. They are in addition to the terms and conditions applying to: (i) the Sainsbury's Bank credit card You are registering to use with a Digital Wallet Service (**Our Card Terms**); and (ii) any use of Our internet banking or mobile phone app services (**Our Service Terms**). Our Card Terms and Our Service Terms both as amended, from time to time, are together referred to here as **Our Other Terms**. If there is any overlap or conflict between the User Terms and Our Card Terms, Our Card Terms will take precedence.

(b). The law applying to the User Terms is the same as the law applying to Our Card Terms. Where We need to communicate with You regarding these User Terms, We will do so in the same way that We communicate with You regarding Our Card Terms.

(c). **Copies of our terms** - Copies of Our User Terms and Our Privacy Policy will be available within Your wallet on Your Device. Our internet banking terms and conditions can be accessed via the credit card support pages on the Sainsbury's Bank website. You would have received copies of Our Card Terms and if you have taken out our mobile phone app, the terms applying to this service, when you applied for Your Card and for the app. If you need further copies of these terms, please contact us.

(d). **Definitions** - For the meanings of other terms used in these User Terms please see the Appendix at the end.

### **1. About the Services**

(a). For information on how to use the different Digital Wallet Services with Our credit cards and how to set up Your Card with the Digital Wallet Service, please see the credit card support pages on the Sainsbury's Bank website. Further information may be available on the Digital Wallet Provider's website.

(b). Transactions You make using a Digital Wallet Service will be governed by Our Card Terms, the Terms and any terms of use relating to the Digital Wallet Service You may have agreed with the Digital Wallet Provider to use that Digital Wallet Service. Other third parties (such as Your Device provider, wireless carrier or websites incorporated into the Services) may also be involved in providing the Digital Wallet Service which means that You may also have agreements with them relating to Your use of the Digital Wallet Service.

(c). To use a Digital Wallet Service, You must use an eligible Device and meet any relevant eligibility requirements. Please go to the Digital Wallet sections included in our credit card support pages on the Sainsbury's Bank website for more information about eligibility and how the Service works.

(d). Currently, we don't charge You a fee for using the Digital Wallet Service. You should be aware that the Digital Wallet Provider and other third parties (e.g.: the provider of Your Device) may charge You a fee for using the Digital Wallet Service or for providing related services. It is Your responsibility to pay these fees.

### **2. Are the Services secure?**

(a). Our Other Terms contain information about steps You must take to keep the Account and Card details secure. These also apply to the use of Your Card with a Digital Wallet Service. For example, You must take all reasonable steps to ensure:

- that the Device is kept safe and secure;

- appropriate security is used on Your Device, such as passcodes, passwords and fingerprint recognition;
- that on Your Device, You only register Your own fingerprints (or other biometric data) and not anyone else's, if fingerprint recognition (or other biometric means of access) is available on Your Device;
- Your log in details, such as user ID, passwords, passcodes and any other means of accessing Your Device or the information stored on it are kept secure and confidential;
- the Digital Wallet Service is used in accordance with all terms and conditions notified to You; and
- all Your personal and financial information is deleted from Your existing Device if You stop using it, for example, if You dispose of it or get a replacement Device. You will also need to re-register Your Card to Your new Device.

**(b).** Please contact us immediately on 08085 40 50 60 if You suspect any unauthorised use of Your Device, or if Your Device or Security Details have been compromised, lost or stolen. You may also be able to suspend Your Device using a Find My Mobile if You have activated this. If You can, change Your Security Details immediately. Note that even if We suspend or deactivate a Digital Wallet Service on the Account, Your Card will continue to work. So, if Your Card is also lost or stolen, please tell us when You call. If You are calling to report a lost or stolen Card, let Us know if it's registered with a Digital Wallet Service.

**(c).** If You share Your Device with someone else or allow them to use Your Security Details for a Digital Wallet Service (e.g.: by providing Your passcode), You will be responsible for any transactions they carry out from Your Device.

### 3. Your information

#### **(a). Where Your Digital Wallet Provider is Apple**

The following section applies where your Digital Wallet Provider is Apple. In this section "Apple" means Apple Distribution International Limited an Irish Limited Corporation with a principal place of business at Holyhill Industrial Estate, Cork, Ireland and the "Apple Group" is the group of companies of which Apple is a member.

When You register Your Card for the Apple Pay Digital Wallet Service, information about Your Card will be sent and stored onto your Device. It will be this information that Apple will use and which We will receive from Apple to determine the eligibility of Your Card and to help prevent fraud. Generally most of the information collected about Your transactions will never be personally identifiable.

However, as part of the onboarding process, You acknowledge that in order for Apple, the Apple Group and their agents to provide the Digital Wallet Service to You they may need to collect, use, store, process and analyse information collectively for diagnostic and technical purposes and to understand the usage of the digital platform. In most cases, information will only be collected where there is a belief that the collection of the data is reasonably necessary in order i). to support the platform; ii) to comply with a legal process or request; iii) to verify information such as compliance with the User Terms; iv) to prevent fraud, including investigating any technical issues or violations; or v) to protect the rights, property, security and safety of Apple and its services and those of its customers as required by law.

Generally, other information that may be collected about transactions may include Your GS location, Device number, shipping address and email address. Apple will never store Your credit card number.

By accessing Apple Pay through the Digital Wallet You acknowledge and agree that Apple and the Apple Group have your permission to collect and store your information, where it is necessary.

All data collected in relation to this Digital Wallet Service is collected in accordance with Our Privacy Policy in order to allow Your Card to be used for the Digital Wallet Service. Further information about how Apple may use your information can be found in the Apple Customer Privacy Policy at: <http://www.apple.com/legal/privacy>.

Your Device provider, the wireless carrier and Your Card network (e.g. Visa, Mastercard or American Express) may also have terms applying to how Your personal information is used by them when You use the Digital Wallet Service. We recommend You read any terms they may provide, including any relating to their privacy and security practices.

**(b). Where your Digital Wallet Provider is a third party other than Apple**

Your personal information is processed in accordance with Our Privacy Policy to allow Your Card to be used with the Digital Wallet Service. We share aggregated and anonymised information relating to Your Card transactions with the Digital Wallet Provider for this reason and so they can improve and develop their technology. We do not share Your identity or any information about Your individual transactions with the Digital Wallet Provider.

Your Device provider, Digital Wallet Provider, the wireless carrier and Your Card network (e.g. Visa, Mastercard or American Express) may also have terms applying to how Your personal information is used by them when You use the Digital Wallet Service. We recommend You read any terms they may provide, including any relating to their privacy and security practices.

**4. What are Our responsibilities?**

**(a).** We are only responsible to You for any losses which are reasonably foreseeable which You may suffer as a direct result of Us breaching the Terms. We are not liable for any other losses apart from any liability for death or personal injury caused by Our negligence; Our fraud; and any matter for which it would be illegal for Us to exclude or attempt to exclude Our liability.

**(b).** You may have entered into agreements with the Digital Wallet Provider and other third parties relating to Your use of the Digital Wallet Service (such as the provider of Your Device or the wireless carrier). We are not responsible for any agreements You may enter into with any of these third parties or for their products or services.

**(c).** The Digital Wallet Services are provided by third parties which We make available to You to improve Your transactional experience. We do not support, nor are We responsible for, the Digital Wallet Services or Your use of them, or for any information, software or hardware provided to You by a Digital Wallet Provider or by any other third party including but not limited to failures or interruptions of the Service, faults, performance issues or availability of, or security issues relating to, any Digital Wallet Service or Your Device. For more information We recommend You read the Digital Wallet Provider's and other third parties' terms and conditions.

**5. Can the Services be suspended or ended?**

**(a).** In addition to Our rights to terminate, cancel or suspend Your Card and close the Account under Our Other Terms, We may restrict, suspend, cancel, block and/or terminate Your right to use Your Card with any Digital Wallet Service if:

- that Digital Wallet Service is no longer available to Us for instance because We have decided to stop participating in that Service or there is a change in law or regulation which means We are no longer able to offer that Service to You;
- We have reasonable grounds to suspect fraudulent activity or misuse of the Card or any criminal activity relating to the use of the Digital Wallet Service;
- You breach the Terms or where you are our credit card customer, Our Other Terms; or
- there is any other valid reason for Us to do this.

Where We decide to take any of these actions, where possible, We will give You reasonable notice. If this is not possible, We will tell You as soon as We can that Your use of the Digital Wallet Service has been terminated or suspended.

**(b).** A Digital Wallet Provider may also be able to suspend and/or terminate Your use of their Digital Wallet Service so please check the Digital Wallet Provider's terms and conditions.

**(c).** You may stop using a Digital Wallet Service at any time by removing Your Card from that Service. Where You stop using a Digital Wallet Service, You permit Us to process any outstanding transactions made or authorised by You on that Service.

**(d).** Where Your right to use a Digital Wallet Service is suspended and/or terminated, You will not be able to use that Service either for the duration of the suspension, or permanently, if it is terminated. This will not affect the use of Your Card or the Account unless it has been suspended or terminated, separately, under Our Other Terms.

## **6. Can the Terms be changed?**

**(a).** We may change our Privacy Policy and/or the User Terms, from time to time. If we change our Privacy Policy, we will take appropriate steps to bring the changes to Your notice. We may change the User Terms for the same reasons and in the same way that that we can make changes to Our Card Terms. If You do not accept the updated User Terms, You must remove Your Card from the Digital Wallet Service and stop using the Service. If You do this, You permit Us to continue processing any outstanding transactions made or authorised by You on the Digital Wallet Service. If You continue to use Your Card in the Digital Wallet Service after the changes come into effect, this will be taken to be an acceptance by You of all changes to the User Terms.

**(b).** The features and functionality of any Digital Wallet Service may be automatically updated or upgraded without notice to You. We may decide, at any time, to expand, reduce, suspend the type and/or the amounts of transactions allowed using Our credit cards.

**APPENDIX** - The following terms are used in these User Terms:

**Card** means Your Sainsbury's Bank credit card(s) registered with one or more Digital Wallet Services and **Account** means the account(s) relating to those card(s).

**Digital Wallet Provider** means the relevant third - party provider of the Digital Wallet Service, e.g.: Apple or Google.

**Digital Wallet Service(s)/ Service(s)** means the relevant third- party payment system enabling You to make payments using a Device (such as Your mobile phone) linked to Your Card.

**Device** means a smartphone or other device used to access the Digital Wallet Service containing Your Card details which allows You to make payments when used with Your Security Details.

**Security Details** are personalised details You must use to give a payment instruction, confirm Your identity, or access Your Device.

**You** or **Your** refers to you, Our customer with whom We have entered into a credit card agreement relating to the Card and to any additional cardholder on the Account who is authorised by Our customer to undertake transactions on the Account.

**We, Us, Our, the Bank** or **Sainsbury's Bank** means Sainsbury's Bank Plc (company number: 03279730), with its registered office at 33 Holborn, London EC1N 2HT, authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and Prudential Regulation Authority (FCA registered number: 184514).

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