

Terms and conditions for using Apple Pay with your Investec Visa Card

These terms and conditions (“**Terms**”) are applicable to the use by you of your Investec Visa card on Apple Pay, which govern the processing of card transactions using Apple Pay and which forms part of and are deemed to be incorporated in the Investec Private Bank Account terms and conditions (and all other applicable product terms and conditions) as amended from time to time (“**General Terms and Conditions**”) (the Terms and general terms and conditions collectively referred to as the “**Agreement**”). The Agreement will therefore govern the use of our Visa card on Apple Pay.

A copy of the latest version of these Terms and the General Terms and Conditions can either be requested from us or be obtained from our [website](#). By uploading your Investec card onto the Apple Wallet App or clicking accept, you acknowledge that you have read, understand and agree to be bound by these Terms. If you do not accept to be bound by these Terms then do not use or otherwise enrol your card onto the Apple Wallet App.

Words and expressions used in these Terms which are not defined, shall have the meaning ascribed to them in the general terms and conditions. If there is any conflict between these Terms and the general terms and conditions, these Terms will apply.

Please take note of the following:

These Terms contain limitations of Investec’s liability in relation to the processing of card transactions via Apple Pay. This is in light of the inherent risk in using a device pay application such as Apple Pay, including the risk of potential fraud or loss that may arise from unauthorised access to your Apple Wallet App and of a compromise of the security features on the device or arising from either Apple or you minimising, disabling or deactivating any security features, controls or measures (whether intentionally or unintentionally) on the device or any loss arising from the failure of Apple to implement appropriate security measures.

The “**Apple Pay Terms**” (including the Apple iOS and iPadOS Software License Agreement, Apple Pay Supplemental Terms and all other applicable Apple terms and conditions) apply to your use of the Apple Wallet App. You acknowledge the risk associated with the use of Apple Pay and understand that the Apple Pay Terms contain disclaimers of Apple’s liability and can be amended from time to time and that your use of Apple Pay is entirely at your own risk as Apple does not accept any liability for losses arising from card transactions processed using Apple Pay. You need to ensure that you are aware of the latest version of the Apple Pay Terms.

1. Definitions

The headings in these Terms are for reference only. Words importing one gender include the other genders; words in the singular include the plural and vice versa; and natural persons include created entities. The following expressions have the following meanings:

- 1.1 “**Apple**” means Apple Distribution International Limited, a corporation registered in Ireland;
- 1.2 Apple, Apple Pay, Apple Wallet, iPhone, Apple Watch, iPad and Macbook are trademarks of Apple Inc., registered in the U.S. and other countries;

- 1.3 “**Apple Pay/Apple Wallet App**” means the payment platform that utilises Apple technology installed on your device to enable you to make card payments to any merchant that supports and accepts Apple Pay, using your card/s enrolled and activated as a digital card on the payment platform and to make payments to use Apple products;
- 1.4 “**card**” means an Investec Visa card, issued by Investec to the client;
- 1.5 “**device**” includes an iPhone, Apple Watch or any other device compatible for use with Apple Pay;
- 1.6 “**digital card**” means storing your card as a virtual card on your device for purposes of using Apple Pay;
- 1.7 “**Investec/we/us/our**” means Investec Bank Limited and/or any duly appointed agent of Investec;
- 1.8 “**passcode**” means a confidential code chosen by you used to unlock a device, including a password, pattern or biometric identifier;

2. Terms

- 2.1 In order to use Apple Pay you need to install the Apple Wallet App onto your device. You can then either add your card to your Apple Wallet through the Apple Wallet App or call Investec’s Client Support Centre to assist you in linking your card. You are alerted that no verification process is activated by Investec each time that a card transaction is processed, arising from the technical nature of the Apple Pay features. Accordingly, you will not receive a One Time Pin or similar verification from Investec each time you make a card payment. You acknowledge that this may pose potential risk to you and that you will take appropriate steps to ensure that unauthorised card transactions and transactions processed by you in error are minimised and avoided. You are liable for all card transactions when the card transaction has been successfully processed using Apple Pay, unless Investec acted fraudulently or with gross negligence. We are not acting as agent for and on behalf of Apple in relation to your use of the Apple Wallet App or any other related services.
- 2.2 We are not responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or function of Apple’s products or services including, without limitation, Apple Pay. Investec cannot control the relevant access and verification mechanisms on the device used for Apple Pay nor is it able to control or influence access to Apple Pay and/or any faults or failures or software or network faults or errors in relation to the device and/or the Apple Wallet App which may result in you being unable to process card transactions and Investec shall not be held liable for any inability to timeously and successfully process card transactions.
- 2.3 You must ensure that you keep your device secure at all times and implement a passcode and/or any other verification mechanism to ensure the safety of your information. Any passcodes and/or other verification mechanisms should be kept safe as well. You acknowledge that your failure to do this may result in unauthorised use of your account, card/s (whether digitally or otherwise) and/or other information. You are solely responsible for maintaining the security of your device, digital card/s, the Apple Wallet

- App, your account, any of your card/s, passcodes and/or other verification mechanisms.
- 2.4 You accept the security level attributed to Apple Pay as provided by Apple and you should ensure that you adopt the most stringent security features on your device, as recommended and offered by Apple in order to protect the card information and mitigate the risk of card fraud.
 - 2.5 You agree that you will be liable for any card transactions incurred on Apple Pay including the intentional or unintentional loading of your card on Apple Pay.
 - 2.6 If you are of the opinion that there has been fraud committed on your card, account or device, contact Investec 24/7 global Client Support Centre immediately.
 - 2.7 The Apple Pay Terms applicable to the use of the Apple services are separate and distinct from our services, systems and terms of the agreement. It is your responsibility to read and understand the Apple Pay Terms before enrolling and activating your card/s on or using a digital replica of your card/s through Apple Pay. You agree to comply with the agreement notwithstanding any conflict between the agreement and the Apple Pay Terms.
 - 2.8 Any dealings, communication, correspondence and interaction with Apple will be at your own risk and solely between yourself and Apple including (amongst other things) matters related to your use of the Apple Services including the Apple Wallet App, any terms, conditions, warranties or representation associated with such dealings, communication, correspondence and interactions.
 - 2.9 Except as required by applicable law, Investec will not be responsible to you for any certification, clarification or directive or be responsible for any obligations or liability owing by you arising from your use of the Apple Wallet App.
 - 2.10 You must remove and delete card information from a device that is no longer being used or when it is provided for repair and you must immediately notify Investec's client support centre telephonically where the device on which Apple Pay is loaded has been stolen, lost or misappropriated, in order for us to delete any identifiable token linked to your card/s. Any delay in providing notification to us shall be presumed to be sufficient proof of negligence on your part and you will bear the onus of proving the contrary.
 - 2.11 Investec shall not be held liable for any loss or damage suffered by you due to
 - 2.11.1 the unauthorised use of your account and card/s (whether digitally or otherwise);
 - 2.11.2 your use or inability to use the Apple Wallet or Apple Pay services, including, but not limited to, being able to successfully carry out a card transaction or for reasons related to Apple's amendment to, suspension or termination of the Apple Wallet application or Apple Pay service;
 - 2.11.3 Apple's failure to adequately implement Apple Pay access control security measures or to rectify (whether timeously or at all) any vulnerabilities in Apple's security measures; and
 - 2.11.4 your deactivation of any of the default device and application security measures provided by Apple or Investec or your failure to implement any of the device security measures recommended by Apple.
 - 2.12 Multiple cards may be loaded to your profile on the Apple Wallet App but these may however not be linked to multiple users using the Apple Wallet App.
 - 2.13 Any information, including personal information which is collected by Apple Pay is subject to the Apple Pay Terms, Apple Pay Privacy Notice/Statement and any other relevant third-party agreements and is not governed by our data protection policy, our general terms and conditions or these Terms. It is incumbent on you to familiarise yourself with the Apple privacy terms. You acknowledge that Apple do not accept liability for any loss or corruption of data. Investec assumes no responsibility for such processing activity and shall not be held liable for any losses or damages arising from Apple's processing of your information.
 - 2.14 However, in order to utilise your digital card/s on Apple Pay we may be required to share your personal information with any third party who provides services to us in respect of the Apple Pay services. The processing of your personal information in such circumstances will be subject to the Investec privacy policy
 - 2.15 Subject to our rights to suspend or cancel your card/s as set out in the general terms and conditions, we reserve the right to amend or discontinue our support or offering of or participation in Apple Pay. We will give you reasonable notification of such amendment or discontinuation by mail, e-communication or through any other reasonable medium that Investec may deem appropriate.
 - 2.16 We will not charge extra fees for you to use your digital card/s on the Apple Wallet App. Third-party terms and conditions, including the Apple Pay Terms may however, contain fee limitations and restrictions which may affect the use of your digital card/s on your device. You will be liable for any such fees charged by Apple or any other third party for using the Apple Wallet App.
 - 2.17 You hereby authorise Investec to effect transactions in accordance with your instructions issued when using the Apple Wallet App. You acknowledge and agree that:
 - 2.17.1 Investec is not acting as your agent when paying an amount as instructed by you when using the Apple Wallet App; and
 - 2.17.2 Investec is entitled, but not obliged, to carry out the instruction once given and that it may not be possible to reverse any transaction resulting from such instruction; and
 - 2.17.3 Investec shall not be obliged to verify the information or any transaction, including without limitation, the account numbers, merchant names or amounts stipulated in any instruction.
 - 2.18 We will not in any way be liable for any failed transaction, if your digital card/s is not acceptable to, or is dishonoured by, any merchant and/or any other party for any reason or if we decline to approve any transaction.
 - 2.19 We will not be liable for any interruptions which affect the functioning of your digital card/s on the Apple Wallet App including network related failures and/or interruptions, or unavailability of Apple Pay.
 - 2.20 We reserve the right to amend and update these Terms and will provide you with reasonable notice thereof.
 - 2.21 You may terminate your agreement to these Terms by removing your digital card/s from the Apple Wallet App on your device at any time.