

### 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 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 [insert hyper link]. 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.

#### 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 payments to any merchant that supports an accepts Apple Pay, using your card/s enrolled and activated as a digital card on the payment platform and to make use of other related services using Apple products designated by Apple;

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;

2.1 In order to use Apple Pay you need to install the Apple Wallet App onto your device. Once installed and activated you can enrol your card following which a unique token as identification and representation of your card will be allocated against the card.

2.2 The use of the Apple Pay is solely at your own risk and discretion. You are responsible and liable for all transactions effected making use of Apple Pay unless Investec acted fraudulently or with gross negligence.

2.3 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. 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. Apple's terms and conditions applicable to the use of its services are separate and distinct our services, systems and terms of the agreement. It is your responsibility to read and understand Apple's terms and conditions 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 terms and conditions.

2.4 Any dealings, communication, correspondence and interaction with Apple will be at your own risk and solely between yourself and Apple including (amongst other things) matter 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.

2.5 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.

2.6 Ensure 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. 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 Always delete your digital card/s from your old device if you change, replace or destroy the device, including, without limitation, when the device is in for repair.

2.8 In circumstances where your device has been lost, stolen or misappropriated you must immediately notify the Investec's client support centre telephonically, 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.

2.9 Investec shall not be held liable for any loss or damage suffered by you due to the unauthorised use of your account, card/s (whether digitally or otherwise).

2.10 Multiple cards may be loaded to your profile on the Apple Wallet App however may not be linked to multiple users using the Apple Wallet App.

2.11 Any information, including personal information which is collected by Apple Pay while using your digital card/s through Apple Pay, is subject to the Apple Pay terms of and conditions, 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.

2.12 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 personal information is done in accordance with the provisions under the general terms and conditions.

2.13 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 any means of communication, including mail, e-communication or through any other reasonable medium that Investec may deem appropriate.

2.14 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 Apple's terms and conditions may however, contain fee limitations and

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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.

2.15 You hereby authorise Investec to effect transactions in accordance with your instructions issued when using the Apple Wallet App. You acknowledge and agree that:

2.15.1 Investec is not acting as your agent when paying an amount as instructed by you when using the Apple Wallet App; and

2.15.2 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

2.15.3 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.

2.16 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.

2.17 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.

2.18 We reserve the right to amend and update these Terms and will provide you with reasonable notice.

2.19 You may terminate your agreement to these Terms by removing your digital card/s from the Apple Wallet App on your device.