

# Apple Pay Terms and Conditions

## Introduction

The following terms and conditions (“Terms”) are an agreement between you and Interlace that governs your access to and use of your Interlace Card through Apple Pay. By registering to add Interlace Card for use in Apple Pay on your Apple Devices, or allowing another cardholder to add a Interlace Card linked to your Card Account for use in Apple Pay on their Apple Devices, you agree that you have read, understood, and accepted all of the Terms contained herein and to use your Interlace Card in accordance with these Terms. If you do not agree with any of the following Terms, you must cease all access to, or use of your Interlace Card in connection with, Apple Pay and/or remove any Interlace Card linked to your account from Apple Pay.

These Terms shall be read in conjunction and in addition with the Interlace Card Program Account Agreement (“Agreement”) which are available at <http://app.alkexpay.com/faq> and associated with each Interlace Card available on the Interlace’s website. It is important that you read these Terms and the Agreement together. In the event of any inconsistency between the provisions of these Terms and the Agreement relating to your access to or use of Interlace Pay through Apple Pay, the provisions of these Terms shall prevail.

You also acknowledge that your use of Apple Pay is subject to the terms and conditions set forth by Apple with respect to the use of Apple Pay, which will not change or override these Terms.

## Eligibility / Enrollment

Apple Pay is available to Interlace Card cardholders for the purposes of purchasing goods and services with an eligible Apple Device at near field communication (“NFC”) enabled merchants and/or an online merchant, who accepts Apple Pay as a form of payment.

To add your Interlace Card to Apple Pay, you must register your Interlace Card through Apple Pay via Interlace’s application or by directly scanning or entering the Interlace Card details manually on Apple Pay wallet (“Apple Pay Card Registration”). You may be required to take additional steps to authenticate yourself before your Interlace Card is added to Apple Pay, including providing the correct one-time password (“OTP”) which will be sent to you by us via SMS on your registered mobile number with us (“Additional Authentication”). Your enrolment will be declined if the Interlace Card is not eligible for this service, you failed the authentication process, or if your Interlace Card or the underlying Card Account is not in good standing or conducted in a proper or satisfactory manner as determined by us at our absolute discretion. Apple Pay may also limit the number of Interlace Cards that you may store in a single Apple Device from time to time which we cannot control. We may, however, limit the number of Apple Devices in which the same Interlace Card can be stored from time to time and you should refer to our latest communications regarding such limit.

For a Program Account which contains multiple Interlace Cards issuance, each Interlace Card shall be regarded as separate, and thus be subject to a separate Apple Pay Card Registration and Additional Authentication individually.

By adding your Interlace Card to Apple Pay, a unique numerical identifier different from your Interlace Card number (“Device Card Number”) will be allocated for the purpose of making purchases and receiving refunds through Apple Pay. Due to the manner in which Apple Pay operates, you may need to present your Apple Device at a merchant when you return an item purchased using Apple Pay on such Apple Device.

Once an Interlace Card is added to Apple Pay, you can use Apple Pay to authorise transactions on a Card Account. This is done by using the relevant Apple Device in place of an Interlace Card at a contactless payment terminal or in an application on an Apple Device.

Renewal of your Interlace Card upon expiry or replacement of the damaged Interlace Card will not affect your use of the same Interlace Card enrolled for Apple Pay, whether or not you have activated the renewed or replacement Interlace Card.

### **Your use of Interlace Cards through Apple Pay**

You must keep your Apple Device safe or secure, by locking it when not in use or when it is unattended and/or by installing up-to-date anti-malware or anti-virus software on it (wherever applicable), including ensuring that the device is not modified contrary to the software or hardware guidelines of the manufacturer or intentionally disabling the device's hardware or software controls (commonly referred to as "jailbreaking"). You acknowledge and agree that the use of a modified device to use your Interlace Card in connection with Apple Pay is expressly prohibited and constitutes a violation of these Terms, and is grounds for us to deny your access to your Interlace Card through Apple Pay.

You must also ensure that your passcode or personal identification number that is required to allow you to use your Apple Device to access and use your Interlace Cards to make purchases through Apple Pay is kept secure in the same way as a cardholder would for a banking password or PIN, including but not limited to, by:

- Not disclosing or sharing to any one;
- Not carrying a record of it with an Apple Device or anything liable to be stolen with an Apple Device (unless a reasonable effort is made to protect the security of the device);
- Not choosing an easily guessable passcode such as the cardholder's date of birth or a recognisable part of the cardholder's name;
- Not acting with negligence in failing to protect the security of the passcode.

You must take all steps and prevent any fraud, loss or theft in respect of your Apple Device or any of your Interlace Card in connection with the use of Apple Pay.

If biometric identifiers are registered on your Apple Device and are used to identify you or be used to grant access to and use your Interlace Card for Apple Pay, you must not save a third party's biometrics such as fingerprint (biometric information) on the device. In the event a third party's biometrics are saved on the device, whether now or in the future, and such biometric details can be used to grant access to the device to access and use your Interlace Card, you understand, acknowledge and agree that you will be taken to have authorised that person to transact on your behalf and the relevant transactions will be charged to your Interlace Card, to which you shall be responsible and liable for the same.

If you enrol for biometric verification such as fingerprint identity ("Touch ID"), personal identification number or passcode on Apple Pay, the collection, storage, enrolment and access to Apple Pay using your biometric information, personal identification number or passcode will be made using the technology on your Apple Device. Accordingly, when you log into Apple Pay and choose to be verified using the technology on your Apple Device, your fingerprint or any other biometric information, personal identification number or passcode will be matched and verified against your device's technology. Accordingly, you acknowledge that we have no control over the technology on the Apple Device, the availability, capability, verification method, security and integrity of the Apple Device and cannot be held responsible for transactions effected using Apple Pay and authorized using any biometric information or personal identification number or passcode. You should therefore assess if the Apple Device's manner of verification and risks associated with such use is acceptable to you.

The use of Apple Pay is at your own discretion. You are not obliged to use Apple Pay in connection with any of your Interlace Cards. Accordingly, you agree that the access and use of your Interlace Card on Apple Pay will be considered as authorized by you and you shall be responsible and liable for the same. If you share your passcode with any other person, you are taken to have authorized that person to transact on your account using Apple Pay. This means that any Apple Pay transaction initiated by that person using the fingerprint or passcode will be authorized by you and the clauses of the Agreement which deals with unauthorized transactions will not apply. If your Apple Device is lost or stolen, any biometric information or personal identification number or other passcode is compromised or used or your Interlace Card has been used through Apple Pay without your permission, you must notify us immediately and if we so require, furnish to us a statutory declaration in such form as we specify and/or a police report and/or any other information we may reasonably require. You are liable for all unauthorized use of your Interlace Card in connection with Apple Pay until you notify us unless we determined, at our sole discretion that: (i) you have fully complied with these Terms (including, but not limited to the safety precautions) and you notified us without delay, (ii) you assist in the investigations and recovery, and (iii) we are satisfied that such unauthorized transactions are not due to your wilful misconduct and/or gross negligence and that you have not acted fraudulently.

You agree and acknowledge that the transaction history displayed in Apple Pay in connection with the use of your Interlace Card in Apple Pay solely represents our authorization of your Apple Pay transaction using that particular Apple Device and does not reflect any post authorization activity, including but not limited to clearing, settlement, foreign currency exchange, refunds, returns or chargebacks.

Accordingly, the purchase amount, currency, and other details for your Apple Pay transaction history in connection with use of your Interlace Card in Apple Pay may not match the transaction amount that is ultimately cleared, settled, and posted to your Interlace Card statement of account. If there is any inconsistency between your Interlace Card statement of account and transaction history displayed in Apple Pay, your Interlace Card statement of account shall prevail, and you will remain liable to us for the amounts set out on your statements.

## **Fees and charges**

All applicable fees, interests and charges that apply to your Interlace Card pursuant to the Agreement are available and provided on our website and will continue to apply after you have registered your Interlace Card with Apple Pay. We currently do not impose any additional fees for using your Interlace Card through Apple Pay but we reserve the right to impose a fee at our sole discretion in the future. You shall be solely responsible for all third-party charges, such as your telecommunications carrier or provider may impose web-enablement, data usage or text messaging fees and/or other charges associated with your use of Apple Pay.

As a condition of using your Interlace Card in connection with Apple Pay, you acknowledge and consent to us sending notifications and automatically dialled calls or text messages to the Apple Device which may or may not be the same device as your mobile phone number on record with us.

## **Suspension and Termination of Apple Pay**

We have the right to suspend, block or cancel your ability to use your Interlace Card in connection with Apple Pay at any time and need not give you any prior notice or reason for doing so, including, modifying or suspending the type of transactions allowed on your Interlace Card in connection with Apple Pay, change the eligibility of a Interlace Card for use with Apple Pay, and/or change the Interlace Card authentication process.

We also have the right to impose a limit on any daily and/or individual transaction amount(s) charged to your Interlace Card through Apple Pay. The limit will be at such amount(s) as determined by us and notified to you from time to time.

In the event we have cancelled or suspended your Interlace Card in accordance with these Terms and/or the terms of the Agreement, you will not be allowed to use it through your Apple Device. Please note that this is the case even though you may still see a symbol for the Interlace Card on your Apple Device.

### **Authorization to collect and share data**

You agree that we may collect, transmit, store, and use technical, location, and login or other information about you and your use of your Interlace Card through Apple Pay. We may also collect information relating to your Apple Device (including app version, device type and model, operating system and security information such as whether you have obtained root access):

- To ensure your Interlace Card properly functions in Apple Pay;
- For security purposes and to identify fraud;
- For Interlace to better provide assistance to you; and
- To tell you about other products or services that may be of interest to you.

You acknowledge that (i) Apple, the provider of Apple Pay technology that supports your Interlace Card in Apple Pay, as well as its subcontractors, agents, and affiliates, and (ii) the applicable payment network branded on your Interlace Card (i.e., Visa) as well as subcontractors, agents, and affiliates of such payment networks, will have access to certain details of your transactions made with merchants via use of your Interlace Card through Apple Pay in and/or for the purposes of (1) performing its obligations hereunder; (2) providing you with relevant transaction data; (3) detecting and addressing fraud; (4) complying with applicable laws and regulations; (5) responding to inquiries made pursuant to court orders or by regulators; (6) managing, making product enhancement to, and/or promoting the use of Apple Pay; and (7) creating business and/or technical performance reporting. You acknowledge that the use, storage and disclosure of any personal information provided by you directly to Apple, the applicable payment network branded on your Interlace Card (i.e., Visa), or other third parties supporting Apple Pay, will be governed by the privacy policy of such party.

### **Merchant relationships and disclaimers**

Merchants may present to you certain discounts, rebates or other benefits (e.g. free shipping) (“Offers”) if payment is effected through Apple Pay. Such Offers are subject to certain terms and conditions between you and the relevant merchant. We will not be liable for any loss or damage as a result of any interaction between you and a merchant with respect to such Offers. All matters, including delivery of goods and services, returns, and warranties, are solely between you and the applicable merchants. You acknowledge that we do not endorse or warrant the merchants that are accessible through Apple Pay or the Offers that they provide.

### **Changes to Terms and Conditions**

We may amend at any time these Terms, by providing reasonable prior notice to you. We may revise these Terms at any time by updating this posting. You are bound by such revisions and should therefore visit our website to review the current Terms from time to time.

### **Intellectual Property**

All intellectual property rights including all patents, trade secrets, copyrights, trademarks and moral rights (collectively, "Intellectual Property Rights") in Apple Pay (including text, graphics, software, photographs and other images, videos, sound, trademarks and logos) are owned either by Apple, us, our licensors or third parties. Nothing in these Terms gives you any rights in respect of any intellectual property owned by Apple, us, our licensors or third parties and you acknowledge that you do not acquire any ownership rights by adding your Interlace Card to, or using your Interlace Card in connection with, Apple Pay.

Apple, Apple Pay are trademarks of Apple Inc., registered in the U.S. and other countries and regions.

### **Disclaimers of warranty**

Apple Pay is provided by Apple, and without warranty from us. You acknowledge and agree that from time to time, your use of the Interlace Card in connection with Apple Pay may be delayed, interrupted or disrupted for an unknown period of time for reasons we cannot control. Neither we nor our affiliates will be liable for any claim arising from or related to use of your Interlace Card through Apple Pay due to such delay, interruption, disruption or similar failure.

You acknowledge that we are not party to the terms and conditions for Apple Pay between you and Apple and we do not own and are not responsible for Apple Pay. We are not providing any warranty for Apple Pay. We are not responsible for the performance, maintenance or other support services for Apple Pay and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to Apple Pay, including, without limitation, any third party product liability claims, claims that Apple Pay fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of Apple Pay, including those pertaining to Intellectual Property Rights, should be directed to Apple.

We do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your Apple Device. You are responsible for the selection of an Apple Device and for all issues relating to the operation, performance and costs associated with such Apple Device.

### **Limitation of liability**

To the maximum extent permitted by applicable law, in no event shall we, our processors, suppliers, or licensors (or their respective affiliates, agents, directors, and employees) be liable for any direct, indirect, punitive, incidental, special, consequential, or exemplary damages, including without limitation damages for loss of profits, goodwill, use, data, or other Intangible losses, that result from the use of, inability to use, or unavailability of Apple Pay, including your use of Interlace Card in connection with Apple Pay.

To the maximum extent permitted by applicable law, we, our processors, suppliers, and licensors (and their respective affiliates, agents, directors, and employees) assume no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of Apple Pay, including your use of your card in connection with Apple Pay; (iii) any interruption or cessation of transmission to or from Apple Pay; (iv) any bugs, viruses, Trojan horses, or the like that may be transmitted to or through Apple Pay by any third party; (v) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through Apple Pay; and/or (vi) user content or the defamatory, offensive, or illegal conduct of any third party.

## **Indemnity**

You will indemnify, defend, and hold us (and our employees, directors, agents, affiliates and representatives) harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms, including any violation of our policies; (b) your wrongful or improper use of Apple Pay, including wilful misconduct or fraud; (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (d) your violation of any law, rule or regulation of Hong Kong or any other country; (e) any access or use of Apple Pay by any other party with your Touch ID or personal identification number or passcode or other appropriate security code, and (f) any change in law, regulations, guidelines or official directive or circulars which has an effect on the Interlace Card or Apple Pay, and the same may be debited to your Interlace Card and/or shall be paid by you on demand.

## **Representation and warranty**

You represent and warrant to us that: (i) to the extent you identified a name at registration, the name identified by you when you registered your Interlace Card to be added to Apple Pay is your name; (ii) you are the cardholder of all Interlace Cards you add to Apple Pay; (iii) you and all transactions initiated by you or using any of the Interlace Cards added to Apple Pay will comply with all laws, rules, and regulations applicable to you, including any applicable tax laws and regulations; (iv) you have the authority to authorize the receipt of notices, calls and text messages from us at the phone number you provide, (v) you will not use any of your Interlace Card through Apple Pay for any fraudulent undertaking or in any manner so as to interfere with the operation of Apple Pay; (vi) you will not permit any use of your Interlace Card through Apple Pay by any third party; and (vii) your use of your Interlace Card in connection with Apple Pay will comply with these Terms.

## **Removal of your Interlace Card from Apple Pay**

You shall follow the instructions from Apple Pay to remove your Interlace Card from Apple Pay if you no longer wish to use your Interlace Card through Apple Pay. You should also ensure that any Interlace Card is removed from your Apple Device before the disposal of such Apple Device. Removal of your Interlace Card from Apple Pay will not terminate your Interlace Card unless you also choose to terminate such in accordance with the terms of the Agreement.

## **Severability**

If any provision or part of a provision of these Terms is illegal, invalid or unenforceable, it will be severed from these Terms and the remaining provisions (or parts of provisions) will continue in full force and effect.

## **Governing Law**

The same laws that govern the Agreement shall govern these Terms.

## **Definitions**

In these Terms, all capitalised words or expressions used shall be defined and carry the same meaning as stated in the Definition section of the Interlace Card Program Account Agreement ("Agreement") except for the following words defined below:

“Apple Device” means any devices that supports any of the operating systems released by Apple (e.g., iOS, MacOS, watchOS etc.), which Interlace determines, at its sole discretion, is eligible for the registration of Interlace Card to be used in Apple Pay. Any devices that are modified contrary to the software or hardware guidelines of the manufacturer, including by disabling hardware or software controls (commonly referred to as “jailbreaking”), are not eligible for the registration of Interlace Card to be used in Apple Pay.

“Apple Pay” means the mobile payment and digital wallet service created by Apple that lets users make payments using certain devices which support the operating systems released by Apple and credit cards or debit cards registered on such Apple Devices.

“Interlace”, “we” or “us” means Interlace Technologies Limited and its subsidiaries.

“You” means the Company of the Program Account related to the Interlace Card which has been added to the Apple Pay digital wallet on any Apple Device and, as the context requires, includes any relevant Authorized User.