

General Terms and Conditions of adding and using cards issued by ING Bank Śląski S.A. with the Apple Pay service

Regulamin dodawania i użytkowania kart ING Banku Śląskiego S.A. w ramach Apple Pay [EN]

Article 1 GENERAL PROVISIONS

1. These General Terms and Conditions set out the rules for the addition and use of cards with the Apple Pay service by users of cards issued on savings and settlement accounts by ING Bank Śląski S.A.
2. All matters not regulated by these General Terms and Conditions will be governed by the *General Terms and Conditions of providing services by ING Bank Śląski S.A. as part of maintaining payment accounts for natural persons*.

The above-mentioned General Terms and Conditions also describe the principles of lodging and processing complaints, out-of-court and court settlement of disputes, the application of legal regulations and the Polish language. The service covered by these Terms and Conditions is offered exclusively to card users within the meaning of the above-mentioned Terms and Conditions.

Article 2 DEFINITIONS

The terms used in these General Terms and Conditions mean:

1. **Apple Pay:** a digital wallet that allows you to pay with a card using an Apple device. This service is provided by Apple Distribution International, based in Holly Hill Industrial Estate, Cork, Ireland, hereinafter referred to as the "Provider", exclusively to owners of an Apple device that has the Wallet application installed on it. This service is provided on the basis of a separate agreement between the Provider and the owner of an Apple device who is also a card user. This service allows the card user to add a card to the wallet and use the card in the wallet.
2. **Bank:** ING Bank Śląski Spółka Akcyjna, with its registered office in Katowice, ul. Sokolska 34, 40-086 Katowice, entered into the Register of Entrepreneurs of the District Court Katowice-Wschód, 8th Commercial Division of the National Court Register under the number KRS 0000005459, with a share capital of PLN 130,100,000 and paid-in capital of PLN 130,100,000, NIP 634-013-54-75, with an international SWIFT identification code (BIC) – INGBPLPW and e-mail address info@ing.pl, supervised by the Polish Financial Supervision Authority with its registered office in Warsaw, ul. Piękna 20, 00-549 Warsaw, which also authorises the creation of banks;
3. **card:** a payment card issued on a savings and settlement account by the Bank in a physical form that can be added to Apple Pay. The types of cards that can be added to Apple Pay are listed on the page: www.ing.pl;
4. **iCloud:** online services and software provided by Apple and developed to enable storage of, among other things, photos, videos, documents, music, applications and other data, synchronizing them across all user's devices;
5. **CVV2/CVC2 code:** a three-digit code displayed on the back of the card or otherwise made available to the card user, as determined by the Bank;
6. **NFC:** Near Field Communication (NFC) is a short-range, high-frequency, radio communication standard that allows wireless data exchange over a distance of up to 20 centimetres;
7. **payment organisation:** an organisation involved in the settlement of card transactions;
8. **General Terms and Conditions:** these General Terms and Conditions of adding and using cards issued by ING Bank Śląski S.A. with the Apple Pay service;
9. **internet banking system:** is the trade name of the electronic banking service referred to in the *Regulation of the Minister of Development and Finance on the list of representative services linked to a payment account of 14 July 2017* (hereinafter: Regulation). According to the Regulation, the electronic banking service provides access to a payment account via the Internet, allowing users to check the balance of the payment account, change limits for cashless payments and debit card transactions or to submit other types of instructions to the account. The Internet banking system is intended exclusively for its users and is accessible via a device with an Internet browser and Internet connection. It may come in different

versions which may have different trade names e.g.: "Moje ING", or other. The individual, differently named versions of the internet banking system may differ in their technical requirements;

Article 3 ADDING A CARD TO APPLE PAY – GENERAL PROVISIONS

1. A card can only be added to Apple Pay by its user, as defined in the general terms and conditions mentioned in Article 1.2, who has installed Apple Pay on his/her Apple device in accordance with separate regulations of the Provider and who has met all the conditions for adding the card to Apple Pay, as set out in the General Terms and Conditions. The user may use his/her Apple Pay card only for its intended purpose.
2. A card may only be added to Apple Pay by individual Clients who are 18 years of age or older, or by minor Clients between the ages of 13 and 18, based on consent of their statutory representative. The statutory representative may withdraw his/her consent at any time, with the result that a minor will not be able to add new cards to Apple Pay but will still be able to use Apple Pay with cards that have already been added to Apple Pay.

Article 4 ADDING A CARD TO APPLE PAY – SPECIFIC PROVISIONS

1. To add a card to Apple Pay, the card user needs to:
 - 1) have a mobile device with original software, with NFC technology and with the operating system indicated by the Provider;
 - 2) have an active internet banking system; and to perform activities independent from the Bank, related to the registration of the user in the Provider's services, including to:
 - 3) have an Apple Provider ID account,
 - 4) sign in to iCloud,
 - 5) set a screen lock for his/her mobile device.
2. Once the conditions indicated above have been met, to add a card to Apple Pay the card user needs to electronically give the Bank permission to provide the Provider with their personal data and information protected with banking secrecy, relating to the settlements made with each added card so that they can be displayed on the device as part of the Apple Pay service. The card user may withdraw their consent for the transfer of the above data and information at any time. As the transfer of these data and information is required for the transfer of information to the user's device, including account history, and considering that the transfer of this information is carried out through the Provider's IT system, after the consent is withdrawn the user will not be able to add new cards and to use previously added cards.

When the conditions indicated above have been met, to add a card to Apple Pay, the card user may also be required to:

- 1) scan or manually enter card details: name, card number, expiry date, CVV2/CVC2 code, or
- 2) receive, at the mobile phone number previously indicated by the user and registered in the Bank's IT system, a unique, one-time verification code (string of characters), used for card user authorisation, and then enter this code in the application, or
- 3) provide an authorisation code (including a biometric identifier) as referred to in the terms and conditions of the internet banking system. The authorisation code is provided in the Bank's mobile application.
3. The user may add a card to Apple Pay provided that the card is active, i.e. not cancelled or blocked, as defined in the terms and conditions mentioned in Article 1.2.
4. A card user may add more than one card to Apple Pay.
5. The first card that is added will be used as the default payment card. Users can manage the Apple Pay digital wallet by themselves i.e. they can change their default cards, add and remove cards.

Article 5 USING A CARD WITH APPLE PAY

1. The card user and the Bank are bound by contractual provisions relating to the use of the card (including the terms and conditions referred to in Article 1.2), including the amount of limits set for the card, regardless of whether card transactions are made with Apple Pay. Even if cards have been added to Apple

Pay, user's transactions made with these cards are subject to the terms and conditions referred to in Article 1.2.

2. Using a card added to Apple Pay, the card user can make the following transactions:
 - 1) contactless transactions, by bringing the card added to Apple Pay close to an Apple device at merchants accepting card payments from a particular payment organisation when using Apple Pay,
 - 2) remote transactions at merchants that accept card payments from a particular payment organisation when using Apple Pay,
 - 3) cash transactions, provided that the Bank makes this type of transactions available.
3. If a card user intends to use a card with the Apple Pay service via more than one Apple device, he/she is required to add the card to each Apple device first.
4. The use of a card with the Apple Pay service is possible provided that the card is active, i.e. not cancelled or blocked within the meaning of the terms and conditions mentioned in Article 1.2.
5. If more than one card is added to Apple Pay, the user can select the card they wish to use before making a transaction. If no selection is made, the transaction will be made using the default card.
6. Once the user has submitted an instruction to disable contactless transactions for his/her card, making contactless transactions using his/her card with Apple Pay will not be possible.
7. Authorisation of a transaction, irrespective of its value, is always carried out on the Apple device by using an identification code in accordance with the terms and conditions set out in Article 1.2. No additional authorisation is required to use cards with Apple Pay.
8. The user must not allow third parties to store their biometric information on his/her Apple device. The Bank will not be liable if the user, using his/her Apple device, including its functionalities such as the biometric information reader, allows such information to be read into the device by a third party, as a result of which the device will classify the third party's data as the user's data.
9. The Apple Pay service allows the card user to access a history containing the last 10 transactions. A full history of card transactions is available after logging on to the Bank's internet banking system, via the helpline or at the bank outlet providing this service.
10. When the card is renewed, it is delivered physically to the card user. The card is inactive and the card user is obliged to activate it. Even if the user does not activate the renewed physical card, it will be possible to make transactions with this card when added to Apple Pay (the so-called token will be active).

Article 6 USER OBLIGATIONS

1. The user is obliged to:
 - 1) take reasonable care to protect the Apple device on which the Apple Pay Digital Wallet with added Bank-issued cards is installed from loss, theft or damage,
 - 2) store his/her Apple device with care to prevent third parties from using cards added to Apple Pay. The User is entirely responsible for instructions given by persons with whom he/she shares his/her the Apple device,
 - 3) immediately notify the Bank of any loss, theft or misappropriation of the Apple device on which the Apple Pay digital wallet with added Bank-issued cards is installed,
 - 4) monitor the transactions executed with a card added to the Apple Pay digital wallet on an ongoing basis and immediately report any discrepancies or irregularities to the Bank via the online banking system or by telephone via the helpline or at the bank outlet providing this service.
2. The notice mentioned in Article 6.1.3 is the basis for cancelling a card. Card cancellation is irrevocable and will prevent the user from making card transactions using Apple Pay.

Article 7 FEES

1. The Bank does not charge for adding cards to Apple Pay. Card use fees are independent of their addition to Apple Pay and may be charged and collected if so provided in the card agreement, the terms and conditions indicated in Article 1.2 or the Bank's Table of Fees and Commissions. The Bank does not charge separate fees for the use of cards with Apple Pay.
2. The Bank advises that third parties/merchants may require or charge the user for transactions made with a card added to Apple Pay.

Article 8 BLOCKING OF APPLE PAY AND TERMINATION OF SERVICE COVERED BY THE TERMS AND CONDITIONS

1. The Bank has the right to block a card used with Apple Pay due to the fact that the card has been blocked or cancelled for reasons indicated in the terms and conditions referred to in Article 1.2. In addition, the Bank will block a card used with Apple Pay in the following cases:
 - 1) withdrawal of the consent to provide the Provider with personal data and information protected with banking secrecy, relating to the settlements made with each added card so that they can be displayed on the device as part of the Apple Pay service,
 - 2) the Provider's termination of its Apple Pay agreement with the Bank, resulting in Apple Pay no longer working,
 - 3) the User notifying the Bank or the Bank becoming reasonably aware of any loss, including theft or misappropriation, destruction or unauthorised access to or use of the Apple device on which an Apple Pay card is installed,
of which the Bank will inform the user immediately.
2. In the event that the Provider terminates its agreement with the Bank so that the Bank is no longer able to provide the Apple Pay service, the Bank will notify the user, indicating the date on which the service will cease to be provided.
3. The Bank is entitled to terminate the service covered by these General Terms and Conditions by giving two months' notice for the following valid reasons:
 - 1) in the event that the service has been blocked for the reasons set out in these General Terms and Conditions,
 - 2) loss of ownership or right to own an Apple device, or termination of the user's Apple Pay agreement with the Provider,
 - 3) termination of the agreement for the last card added to Apple Pay by either party or expiry of the agreement in accordance with the terms and conditions set out in Article 1.2; such termination may occur simultaneously with the termination of a given card agreement,
 - 4) termination of the account agreement by either party or expiry of this agreement in accordance with the terms and conditions set out in Article 1.2, provided that the last card added to Apple Pay was issued on this account; this termination may take place simultaneously with the termination of a given account agreement,
 - 5) in so far as such right is provided for by law.
4. The termination of a service covered by the General Terms and Conditions may be made in electronic form.
5. The user may terminate the service covered by these General Terms and Conditions with immediate effect, except that for such termination to be effective, the user must remove all cards added to Apple Pay. If the user removes all of his/her cards from Apple Pay, such removal is considered a termination of service with immediate effect.

Article 9 AMENDMENT OF THE GENERAL TERMS AND CONDITIONS, FINAL PROVISIONS

1. The Bank reserves the right to amend these General Terms and Conditions for valid reasons set out in the *General Terms and Conditions of providing services by ING Bank Śląski S.A. as part of maintaining payment accounts for natural persons* and in the manner provided in the said General Terms and Conditions. In addition, a change in Apple Pay functionality that affects how the user adds or uses his/her card is considered a valid reason for amending the General Terms and Conditions.
2. The service covered by these General Terms and Conditions is provided for an unspecified period of time. The user has the right to withdraw from these General Terms and Conditions within 14 days of accepting them. In this case, the user should remove all cards from Apple Pay.
3. The General Terms and Conditions apply to Clients who have added their card to Apple Pay on 17 May 2020 and later.