

## Terms and Conditions for Apple Pay

### Terms and Conditions Regarding the Registration and Use of Cards Issued by BRD - Groupe Société Générale SA in Apple Pay Application

Based on the terms and conditions provided below, the method of registration, activation and usage of the cards issued by BRD - Groupe Société Générale SA in Apple Pay application.

We advise you to carefully and fully read this document before accepting its content.

If you want to read these terms in the future, please access [www.brd.ro](http://www.brd.ro), section [www.brd.ro/terms-and-conditions-apple-pay](http://www.brd.ro/terms-and-conditions-apple-pay).

#### 1. Definitions

1.1. **Application / Apple Pay** is a digital wallet application offered by Apple Distribution International, through which the Client can register cards issued by BRD - Groupe Société Générale SA to make transactions using Apple devices compatible with this application. Additional information about the Application, its features, enrollment conditions and compatible devices can be found on the Apple website: <https://support.apple.com> (hereinafter referred to as the "Apple website"). This application is provided to the Client based on a separate agreement with Apple.

1.2. **Apple** is Apple Distribution International based in Hollyhill Industrial Estate, Cork, Ireland, a supplier of Apple Pay and other specific products and services.

1.3. **Bank** represents BRD - Groupe Société Générale SA, a Romanian legal entity, with headquarter in Romania, Bucharest, B-dul Ion Mihalache, no. 1-7, sector 1, registered at the Trade Register under no. J40 / 608/1991 Tax Code for VAT purposes RO361579.

1.4. **Card** - any debit / credit card issued by the Bank, eligible to be registered and used in Apple Pay for payment transactions, according to article 2 below and the list of eligible cards published on the Bank's website [www.brd.ro](http://www.brd.ro).

1.5. **Client** - any person who, based on the contractual documentation concluded with the Bank, holds or uses a Card issued by the Bank.

1.6. **The General Banking Conditions** represent, as the case may be, the General Conditions for Individuals, the General Banking Conditions for Legal Entities, respectively the General Banking Conditions for Authorized Individuals / Authorized Professions by Law, depending on the category in which the Client falls.

1.7. **Terms and conditions** represent the Terms and conditions regarding the registration and use of Cards issued by BRD - Groupe Société Générale SA within the Apple Pay application contained in this document.

1.8. **MyBRD Contact** refers to a "Distance bank" service, through the "Call Center" and it could be called at: 021 302 61 61 (callable number from any network) or \*BANK (\*22622) ( charged as a network call, from any Orange, Vodafone, Telekom, Mobile, and RCS Digi Mobile number).

1.9. **Face ID** - the method of identifying the owner of the device based on secure authentication with advanced technologies that allow accurate identification of the face geometry by the device used. This functionality is only available for device models that allow and have built-in facial recognition technology to lock or unlock the device. For more details can be found on the Apple website.

1.10. **Touch ID** (fingerprint) - the method of identifying the device owner by scanning the fingerprint. This functionality is only available for device models that allow and have built-in fingerprint scanning technology to lock or unlock the device. For more details can be found on the Apple website.

1.11. **iCloud** set of online services and Apple software. For more details access the Apple website.

1.12. **Token** is a unique series of digits in digital format that ensures the secure substitution of the data of a Card registered by the Client in the Apple Pay application on an Apple device. The Token number is different from the number printed on the Card enrolled in the Application. The token ensures the increase of the security of the transactions, avoiding the storage of the card number by the merchants and it has its own validity period of 3 years.

It can be used even after the expiration of the validity period of the Card if the conditions of automatic renewal mentioned in the General Banking Conditions are met.

1.13. **NFC (Near Field Communication)** technology - technology based on a high frequency radio communication standard, which allows devices that have this function to exchange data by simply approaching at a short distance.

## **2. General Requirements**

2.1. For the registration and use of the Cards in Apple Pay, at least the following minimum conditions should be met:

2.1.1. The Client should be the holder /authorized user of the Card he wishes to enroll in the Application and he/she should be registered in the Bank's systems with a valid telephone number;

2.1.2. The Client should be the legitimate owner/holder of a compatible Apple device, as indicated on Apple website <https://support.apple.com>.

2.1.3. The Apple device on which the Client registers the Card should contain original software compatible with Apple Pay application, active NFC technology and the operating system indicated by Apple.

2.1.4. The Client should comply with Apple's specific conditions for registration as an user in Apple Pay and with any other requirements established and / or required by Apple for using the Application, mentioned on the Apple website, including (but not limited to): (i) owns an Apple ID account for services provided by Apple; (ii) is connected to the iCloud service; (iii) enables on his Apple device, one of the method to lock / unlock the screen among those presented on the Apple website, such as: Touch ID or Face ID.

2.2. The Bank has no responsibility towards the Client regarding to the requirements / conditions and / or any other limitations / restrictions established by Apple, regarding the use of the Application or regarding any Apple modification and/or communication to the Client.

2.3. The eligible Cards which the Client may register in Apple Pay are the following:

2.3.1. MasterCard debit and / or credit cards issued for individuals, both those issued in the name of account owners (holders) and additional ones, issued in the name of authorized users designated by them in accordance with the contractual documentation regarding the issuance of these cards;

2.3.2. MasterCard debit and / or credit cards issued for legal entities / authorized professionals certified by the law (Business Cards), cards issued on behalf of the company for holders or authorized users designated in accordance with the contractual documentation regarding the issuance of these cards.

The list of BRD Cards eligible for enrollment and use in Apple Pay, can be accessed at the following link [www.brd.ro](http://www.brd.ro).

## **3. Card Registration in Apple Pay**

3.1. The bank does not charge fees / other costs for enrolling the Card in Apple Pay.

3.2. In order to enroll an eligible Card in Apple Pay, the following verification steps must be completed:

3.2.1. scan or manually enter in Apple Pay the following details mentioned on the eligible Card: name and surname, card number, expiration date, security code (Card Verification Code - CVC) consisting of three digits, written on the back of the Card.

3.2.2. accept the present Terms and Conditions that will be displayed in Apple Pay;

3.2.3. follow, if necessary, the instructions that are displayed in Apple Pay. In this respect, one of the following additional steps may need to be completed:

- a. fill in correctly in Apple Pay a unique verification code, received by SMS (OTP - One Time Password) on the mobile phone number declared to the Bank for validating your quality of client holder's/authorized of the Card to be enrolled in the Application; and / or
- b. contact My BRD Contact service for additional information.

3.3. All information related to the enrollment process is displayed in Apple Pay.

3.4. The enrollment of the Card in Apple Pay involves an automatic decision-making process in accordance with Apple's policy, in which the client's identity is verified as well as the completion of the mandatory elements from point 3.2 (but not limited to them). The decision regarding the completion / rejection of the request to enroll the Card in Apple Pay is displayed in Apple Pay.

3.5. If the enrollment request is rejected, the Client can ask details via My BRD Contact.

3.6. The Client has the possibility to register the same Card in Apple Pay on several compatible devices in parallel. For this, it is necessary to go through the enrollment steps from point 3.2 for each device. A new token will be generated for each device.

#### **4. Card /Token Usage in Apple Pay**

4.1. The bank does not charge fees / other specific costs for using the Card in Apple Pay.

4.2. After the Card enrollment in Apple Pay according to the provisions mentioned above, it can be used through Apple Pay to perform the following transactions: (i) contactless payments at merchants, when it is associated with an NFC compatible Apple mobile device (iPhone / Apple Watch) / iPad, etc.); (ii) online payments, on the websites or in merchants mobile applications which accept MasterCard cards for payments and displaying the Apple Pay option; (iii) cash withdrawals at enabled contactless terminals, which allow the use of the Application.

4.3. Apple Pay cannot be used for contactless transactions if the Client has disabled the contactless option on the Cards registered in the Application.

4.4. If the Client has registered several Cards in Apple Pay, then the first Card registered on the device will be automatically selected as default Card for making transactions. The Client has the possibility to modify the Card selected as default at any moment before performing new transactions in Apple Pay.

4.5. In order to perform a Token payment transaction, the Client consent has to be expressed by unlocking the mobile device via Touch ID / Face ID or in the case of Apple Watch, by double-click the right side button of the device, followed if the case by:

4.5.1. for contactless payments at merchants point of sale: tap to the payment terminal the mobile device on which the Token is registered.

4.5.2. for online transactions on the web sites and/or in the applications of the merchants that accept for payment the MasterCard cards and are displaying the Apple Pay option: the acceptance is given on the web site / in Application for finalizing the payment through Apple Pay;

4.5.3. for cash withdrawals at enabled contactless terminals, which allow the Application to be used: approaching the mobile device on which the token is registered to the terminal and entering the Card PIN on the terminal from which the withdrawal is made.

More details on how to perform transactions in the Apple Pay application can be found on Apple's support page.

4.6. The Bank provides the Client with information about the transactions made with the Card enrolled in Apple Pay in the ways agreed with the Bank and stipulated in the General Banking Conditions.

4.7. Also, within the Apple Pay application, Apple will provide to the Client information regarding the last 10 transactions made with the Token associated with the device.

#### **5. Blocking and stopping the Token / Tokens associated with the Card. Stop using the Card in Apple Pay**

5.1. The token can be temporarily or permanently blocked (stopped). During the blocking period, the Token will no longer be able to be used for making transactions in Apple Pay. The token temporarily blocked can be unlocked upon termination of the reason that caused its blocking and it can continue to be used in Apple Pay. A permanently blocked Token will no longer be unlocked, this measure having the effect of permanently deleting the Apple Pay Token.

5.2. Blocking at the initiative / as a result of a Client's action

5.2.1. The Client has the possibility to request the Bank to temporarily / definitively block one / more Tokens associated with the Card, by contacting MyBRD Contact. When the cause determining the temporary blocking stopped, the Client may request to unblock the Token as described above.

5.2.2. Card blocking may occur as a result of the Client's action of: (i) disconnecting from the iCloud service or (ii) resetting / blocking the device with the Application active.

### 5.3. Blocking at the initiative of the Bank

5.3.1. In justified cases, the Bank has the right to temporarily or permanently block one or more Tokens associated with a Card enrolled in Apple Pay. In such a situation, the Bank will inform the Client (by any available means: telephone, email, letter etc.) about the blocking of the Token and the reasons for this blocking, if possible, before the blocking and, at the latest/ immediately after its blocking, unless the provision of this information undermines objectively justified security reasons or is prohibited by other relevant legislation.

5.3.2. The Bank reserves the right to temporarily / permanently block the token (s) in the Application if:

- (i) The eligible Card has been declared lost / stolen and it has been permanently blocked. In this situation, the Client has the possibility to request the Bank to issue a new Card which can be registered in Apple Pay later.
- (ii) The term of validity of the Card registered in Apple Pay has expired, and the Client has not picked up the new Card from the BRD unit within a maximum of 90 days from the date of receiving the bank information in this regard.
- (iii) The Client does not comply with the legal and / or contractual provisions, including in case of violation of these Terms and Conditions.
- (iv) In any other situation in which the Bank is entitled to block the Card according to the General Banking Conditions.

5.3.3. In all cases that the Card is locked and replaced due to Lost / Stolen / Damaged Card / Client name changed, it is necessary that the Client / retake the registration steps described above in section 3.2.

## 6. Client's obligations and liability of the parties

6.1. The Client is fully responsible for reading and knowledge the contract compliance rules provided by Apple before registering and / or using the Card in the Application.

6.2. The Client must take the appropriate safety measures, to consult and to respect the security conditions imposed by Apple, and to perform all the operations specified by Apple to prevent unauthorized use of the Token. The Bank is not liable for token transactions if they are performed by other persons, either with the Client's consent, or as a result of the Client's non- fulfillment of the contractual obligations. Thus, the Client has the obligation to:

6.2.1. register his/her Card in Apple Pay only on devices that legally belong to he/she personally uses, not to alienate / borrow the mobile device and not to disclose the method of unlocking it;

6.2.2. notify the Bank when the registered Card and / or the device on which it was registered are lost / stolen or used without his/her consent and to block or request the blocking of the Token associated to it. Otherwise, the Bank shall not be responsible for the transactions made with the Token until its notification with regard to the occurrence of one of the aforementioned events;

6.2.3. keep safe and in her/his possession the device on which the Application is installed, as well as her/his authentication data in Apple Pay and / or for her/his Apple ID account and / or for the device;

6.2.4. delete all Cards and other personal information from devices that it no longer uses, according to the device supplier's instructions, and to request the Bank to block the Token associated with that specific device when it stops using it;

6.2.5. not to disable any of the security features / procedures of the device, necessary to protect against unauthorized use and to use them to protect the BRD Cards enrolled in Apple Pay. These features / procedures belong exclusively to the device supplier. The Bank does not control these security methods and it is not

responsible for losses caused by their deactivation by the Client, or the way in which Apple Pay or the device provider uses those security methods.

6.3. The Client must monitor the token transactions and communicate immediately to the Bank via MyBRD Contact service any deficiencies or irregularity identified in connection with them.

6.4. The Bank is not responsible and does not provide support or assistance for hardware, software applications or other products or services provided by third parties, such as, for example, the Apple Pay application or the device on which it is installed. If you have any questions or concerns regarding the service provided by Apple or another third party, please contact that vendor / third party for support.

6.5. The registration of the Card and the use of the Application depend on Apple Pay and / or on the network of the internet provider of the Client. The Bank has no direct or indirect control over the operations of these providers, and it shall not be liable for any situation related to the services provided by them which could cause for the registration/use of the Token to be interruption and / or hindered.

6.6. The Bank is not responsible for the security of the device on which Apple Pay is installed or for its operations, the Bank being held liable towards the Client only for the compliance with its legal obligations in quality of Card issuer. The Bank is not responsible for any loss or moral or patrimonial damage caused by the failure to comply with these Terms and Conditions or for the loss or corruption of the Client's data, if such loss or corruption is not caused by the Bank or it is not under its control. The Bank is not liable towards the Client and / or to third parties for any kind of direct or indirect damages, including, without limitation, loss of profit, unrealized gains and / or not benefiting from opportunities or any other similar losses suffered by the Client as a result of outage or inadequate of the Application.

6.7. The Bank cannot control the operating system of the device used by the Client. Therefore, the Bank is not responsible for any kind of prejudices caused to the device, including, without limitation, to any security breach caused by viruses, errors, deceptions, forgery, omission, interruption, outage, delay in operation or transmission, computerized lines or network breakdown or any other technical failure.

The Bank shall not be held liable for prejudices caused making unauthorized transactions generated by the exposure the device of the Client to viruses and / or other applications / programs, and also by its theft.

## **7. Contact**

7.1. For any issue related to the registration, temporary / permanent blocking, unlocking a Card / Token or using the Application, the Client may contact the Bank through the MyBRD Contact service, at the coordinates indicated in article 1.8 above.

## **8. Modification of the Terms and Conditions**

8.1. Apple establishes and may modify / update at any time, without notice and without prior notification, the features of the Apple Pay application, the general requirements for enrolling a Card in Apple Pay and the steps of the enrollment process, the functionalities of the Application, the type of transactions allowed in Apple Pay and the conditions for performing them, the ways to lock / unlock the Apple device, as well as any other related to the use of the Application. In such a situation, the respective changes will become applicable with immediate effect, without the Bank having any responsibility towards the Client / third parties as a result of the application of the new conditions.

8.2. The Bank may also update these Terms and Conditions in order to improve its services.

8.3 The revised versions of the Terms and Conditions will be available in the Apple Pay application and on the Bank's website. In order to further benefit from the possibility of using the Cards in Apple Pay, it is necessary the Client's acceptance, expressed in the manner indicated in the Application. Otherwise, the Client's access will be blocked, the Card can no longer be used in the Application.

## **9. Stop using Cards in Apple Pay**

9.1 The Client can abandon the use of the Application, by removing the enrolled Card, at any time, directly from the Application or through MyBRD Contact service. In such a situation, with the respective Card it will no longer be able to perform transactions in Apple Pay, without this influencing the possibility of using the physical Card according to the General Banking Conditions.

9.2. Termination in any way the right of customers to use the card, according to the General Banking Conditions, attract automatically terminating the possibility of using it for transactions through Apple Pay.

9.3. If the device and / or Apple Pay provider blocks, restricts, suspends, or interrupts the use of the Apple Pay application and / or modifies its functionality, it will appropriately block, restrict, suspend, interrupt, or modify the use of Apple Pay. BRD cards in the Apple Pay application, with immediate effect, without the Bank having any responsibility towards the Clients who registered their Card in Apple Pay or towards third parties. The Bank will inform the Clients of this situation as soon as possible. Also, the Bank may decide to withdraw from its offer the possibility of using the Cards in Apple Pay at any time, with the notification of the Client according to the General Banking Conditions.

## **10. Personal data processing**

10.1. In order to allow the enrollment of a Card in Apple Pay, Apple processes as a personal data operator, the following personal data of you as also client of the bank who wants to use the Application.: card number, expiration date, Security Code (CVC) consisting of the 3 digits written on the back of the Card, as they were needed during the enrollment process, as well as personal data that Apple already holds from the process of activating and using your Apple device.

10.2. More information about Apple's personal data processing policy can be found on the Apple website: <https://www.apple.com/legal/privacy/ro/>.

10.3. In certain situations, the enrollment decision depends on additional verification of your identity, which, according to Apple's instructions, may consist of confirmation of your mobile phone number by OTP SMS code (OTP - One Time Password) or via registered phone call received from a BRD employee.

10.4. In such situations, in order to carry out the enrollment process, the Bank will process your mobile phone number

10.5. The Bank will also process your phone number to confirm your enrollment in Apple Pay. This data is processed directly or through the Bank contractual partners based on performing the operations necessary to enable to use your card in Apple Pay Application. 10.6. The process of enrolling a Card in Apple Pay such established by Apple, involves an automated individual decision, necessary in order to benefit from the Apple Pay service (accordingly with art. 22 paragraph (2) letter a) Regulation (EU) no. 2016/679 General Regulation on Data Protection or "RGPD").

10.7. This decision is based on algorithms that verify the Client's identity, as well as whether the necessary elements of point 3.2 are met without being limited to them and in accordance with Apple's policy.

10.8. Benefit from adequate guarantees related to the automated decision indicated above. Thus, Client have the right to: (i) express the point of view on that automated decision; (ii) to request a reassessment of the decision, based on human intervention; respectively (iii) to challenge the automated decision. In this regard, the Client can contact the Bank through MyBRD Contact service.

10.9. If the Client has started the process of registering the Card in Apple Pay, but, for various reasons, not completing it, the Bank can process, as a personal data controller, based on the legitimate interest to manage the relationship Bank - Client, certain personal data about Client such as phone number / e-mail address to provide the necessary support in case of problems / difficulties encountered. The Bank can do this at your initiative, if you ask us for support, as we can contact you at our initiative, if we notice in our computer systems that there have been certain incidents / blockages in the flow of enrollment of the Card in Apple Pay.

10.10. The Bank mentions that, in order to enroll in the Apple Pay Application / service, it does not process biometric data from the biometric system of your device, such as fingerprint - if you use the Touch ID function of your device or your facial image - if which you use the Face ID function of the device. This data and the biometric models associated with it are and remain stored on your device and are subject to the processing rules established

and communicated through it.

10.11. The Bank will also be able to send you commercial communications consisting in receiving information / invitations to participate in commercial campaigns, dedicated to our clients who have activated the Apple Pay Service, in compliance with applicable law, including Law 506/2004.

10.12. Detailed information on the processing of personal data carried out by the Bank as an operator (for example, for the usual performance of payment services carried out under the Bank - Client contract) and the rights conferred by law on data subjects can be found by consulting the document "Information on processing personal data ", available free of charge, on the Bank's website, in the section <https://www.brd.ro/prelucrarea-datelor-cu-caracter-personal>, as well as in any BRD unit, the general framework for processing Client data natural persons, authorized natural persons and legal persons.

10.13. In accordance with the legislation specific to data processing, you have the right to access data, to rectify data, to delete data, the right to object, the right to restrict processing, the right to portability, the right to automated decisions we make during our business and the right to lodge a complaint with the Supervisory Authority.

10.14. Based on the right to submit a complaint to the Supervisory Authority if you consider that your rights have been violated, you can contact: National Authority for the Supervision of Personal Data Processing, at the Correspondence address: B-dul G-ral. Gheorghe Magheru 28-30 Sector 1, postal code 010336, Bucharest, Romania, [anspdcp@dataprotection.ro](mailto:anspdcp@dataprotection.ro).

10.15. To exercise the above rights, except for the right to contact ANSPDCP or if you have any questions about the Information on data processing, you can contact us at the following contact details of the Data Protection Officer BRD (DPO), Correspondence Address: Bd. Ion Mihalache, no. 1-7, sector 1, BRD Tower, postal code 011171, Bucharest, Romania, E-mail: [dataprotection@brd.ro](mailto:dataprotection@brd.ro).

## **11. Miscellaneous**

11.1. This document is duly completed with: (i) the General Banking Conditions applicable to the Client; (ii) The specific Debit Card / Credit Card contract concluded with the Bank; (iii) The Fees and Commissions Guide applicable in the relationship with the Client. The documents can be consulted at any time on the Bank's website [www.brd.ro](http://www.brd.ro).

11.2. These Terms and Conditions were drawn-up in both in Romanian and English, and they are governed by Romanian law. In case of any conflict or inconsistency between the English version and the Romanian version of these Terms and Conditions, the Romanian version shall prevail.

11.3 Apple, Apple Watch, Touch ID, Face ID, iCloud, Apple Pay are trademarks of Apple Inc.