

Terms and Conditions for enrolling UniCredit and UniCredit Consumer Financing Cards in Apple Pay

These "Terms and Conditions" govern the enrollment and use of Cards issued by UniCredit Bank ("Bank") and UniCredit Consumer Financing ("UCFin"), hereinafter collectively and individually referred to as "UniCredit" in Apple Pay and, under the terms and conditions set forth below, represent the "Agreement" entered into between the Customer/User and UniCredit.

By accepting these "Terms and Conditions", you agree to the conclusion of the "Agreement", the continuation of the process of registration of Cards in Apple Pay and their use in the manner described herein. Also, by accepting these "Terms and Conditions", you consent that UniCredit may use any of your contact details declared in the relationship with the Bank, respectively with UCFin, when it is necessary to contact you in connection with the enrollment and use of the Card in Apple Pay.

The use of UniCredit Cards in Apple Pay is governed by these "Terms and Conditions", the specific Card Contracts that the Customer/User has entered into with the Bank or of which he/she is aware, including the General Terms and Conditions of Use PF, in the case of Cards issued by the Bank, respectively with UCFin, in the case of Cards issued by UCFin.

The "Terms and Conditions" do not apply to services and/or products that the Customer/User purchases/contracts from third parties, which may have their own terms and conditions and/or privacy and personal data processing policies for whose legality, validity or security UniCredit is not responsible. It is strictly the responsibility of the Customer/User to read and understand the regulations of these third parties (including Apple, for the Apple Pay service) before proceeding to register and use UniCredit Cards in Apple Pay.

1. Definitions:

Apple Pay – digital application/platform provided by Apple Distribution International, through which the Customer can enroll Cards issued by UniCredit Bank and UniCredit Consumer Financing IFN to make payments, using Apple devices compatible with this application. Further information about the application, its functionalities and compatible devices can be found on the [Apple](#) website. This application is provided to the Customer on the basis of a separate agreement between the Customer and Apple.

Apple - represents Apple Distribution International based in Hollyhill Industrial Estate, Cork, Ireland, provider of Apple Pay and other Apple products and services.

Bank/UniCredit– UniCredit Bank S.A., a dual system managed company, with headquarters in Bucharest, Bld. Expozitiei nr. 1F, sector 1, registered in the Trade Register under nr. J40/7706/1991, Unique European Identifier (EUID): ROONRC.J40/7706/1991, in the Banking Register under nr. RB-PJR-40-011/18.02.1999, CUI R0361536, subscribed and paid-up share capital 455.219.478,30 Lei www.unicredit.ro.

UCFin/UniCredit - UniCredit Consumer Financing IFN SA, a company managed in a dual system, registered at the Trade Register under no. J40/13865/14.08.2008, CUI 24332910, entered in the General Register of the National Bank of Romania under no. RG-PJR-41-110247/24. 10.2008, Special Register under number RS-PJR-41-110065/09.02.2010 and Register of Payment Institutions under number IP-RO-0009/02.03.2015, with registered office in Bucharest, sector 1, str. Ghetarilor, nr. 23-25, 1st and 3rd floor, subscribed and paid-up share capital: 103.269.200 Lei.

Terms and conditions for enrolling UniCredit Bank and UniCredit Consumer Financing Cards in Apple Pay – this contractual document contains the specific terms and conditions for enrolling and using UniCredit Cards in Apple Pay

Mobile Banking – remote access payment instrument based on a mobile banking (in case of the Bank) / app (in case of UCFin) IT solution.

Security elements – PIN, fingerprint/Touch ID, Face ID or other data required for enrolling Cards in Apple Pay, as well as for unlocking the Apple Pay compatible mobile device to make payments.

Face ID (facial recognition) – secure facial recognition technology that allows accurate identification of the face geometry of the mobile device owner.

Touch ID (fingerprint) – secure technology that recognises the mobile device owner using a fingerprint.

Find My iPhone (FMiP) is an application used to locate and protect devices such as iPhone, iPad, Apple Watch, etc. in case of loss or theft. More details can be found on the Apple website.

iCloud - set of online services and Apple software. More details can be found on the Apple website.

NFC - is a standard used for electronic devices to establish high frequency radio communication that allows wireless data exchange over a very short distance. In the case of Apple Pay, contactless payments can be made to merchants via NFC.

Client/User – can be: (i) a person who is a holder of the Mobile B@nking service and is a holder/user of a Card issued by UniCredit Bank SA; (ii) a person who is a primary credit card holder/supplementary credit card user issued by UniCredit Consumer Financing IFN S.A. and who has activated the Mobile B@nking application.

Card – Debit card, physical or virtual, Menu Card, as well as credit card issued by UniCredit to individuals who are UniCredit clients, which can be enrolled and used in Apple Pay to make payments.

Specific Debit/Credit Card Agreement - any document entered into between the Bank/UCFin and the Customer/User which regulates as appropriate, but not limited to, the issuance, use, replacement, closure, blocking of Debit and/or Credit Cards issued by the Bank/UCFin.

Meal Card CARD MENU is the Visa Electron contactless card issued by Unicredit at the request of legal entities - employers who wish to grant their employees electronic meal vouchers.

Token – alternative card number, which consists of several digits set by the Bank based on the information received in the process of enrolling a Card in Apple Pay and which ensures the security of the Card's data. The token can be used via the Apple Pay application for contactless payments, using NFC technology, or for internet payments on the websites and applications of merchants that accept Cards for payment, displaying the Apple Pay option. The Token number differs from the number on the front of the card enrolled in Apple Pay. The Token ensures increased transaction security, avoiding merchants storing the Card number.

2. What you need to know?

These terms and conditions govern the registration and use of UniCredit Cards in the Apple Pay application. Therefore, it is necessary to read this document carefully before agreeing to continue enrollment. If you do not agree, you have the possibility to stop the Card enrolment process.

These Terms and Conditions relating to the enrollment of UniCredit Cards in the Apple Pay application are in addition to the terms and conditions established between you and UniCredit through the specific Physical/Virtual Debit Card and/or Menu Card and/or Credit Card Agreement. In the event of any inconsistencies between these documents, the specific debit card, credit card and/or Menu Card contract provisions shall prevail.

If you need to read these terms in the future, you can access them on [our website](#) or the section [Terms and conditions](#).

3. Enrolling the card in Apple Pay

The Customer/User has the right to request enrollment of the Card in Apple Pay only on Apple devices whose legitimate owner/holder is. Card enrolment can be initiated directly from Apple Pay or via the Mobile Banking application.

Card enrolment in Apple Pay should only be done on Apple devices with original software, compatible with Apple Pay, with NFC technology and with the operating system indicated by Apple. Apple may impose its own limitations or restrictions on the use of Apple Pay.

In order to enroll the Card in Apple Pay, the Customer/User must cumulatively meet the specific conditions set by Apple based on the separate agreement concluded between the Customer/User and Apple, UniCredit is not responsible for setting and/or modifying Apple specific conditions. Further details can be found at [Apple](#).

In order to enroll the UniCredit Card in Apple Pay, the Customer/User must complete the following steps:

I. Enroll the card directly in the Apple Pay app:

- Is informed of Apple's terms and conditions regarding the use of Apple pay (Apple Pay & Privacy) that will be displayed in the app
- The customer scans or manually enters into Apple Pay, the following details mentioned on his Card: first and last name, card number, expiry date, CVV code
- Accepts the Terms and Conditions for enrolling UniCredit Cards in Apple Pay that will be displayed in the application
- Follow, if applicable, the instructions displayed in Apple Pay. Apple Pay may require you to complete one of the following additional steps:

a. Entering in Apple Pay the unique verification code that has been communicated to him/her on the phone number declared in the relationship with UniCredit

b. Or by contacting the UniCredit Call Center during business hours to provide additional information.

II. Enroll the card directly from Mobile Banking

The customer accesses the Mobile Banking app, the latest version available in the Apple Store, then selects the Card for which he wants to enroll in Apple Pay and confirms the option "Add to Apple Wallet".

The data related to the Card selected by the Customer/User: name and surname, card number, expiry date (displayed to the Customer/User on the screen before confirming the enrolment) will be transmitted to Apple Pay in order to enrol him/her in the Apple Pay application and will be processed by Apple according to the document ["Apple Pay security and privacy overview - Apple Support"](#) At the time of

enrollment initiation, the Apple Pay app displays to the Customer/User an information link regarding Apple's terms and conditions for using Apple Pay (Apple Pay & Privacy). After the Client/User accepts the Terms and Conditions for enrolling UniCredit Cards in Apple Pay, displayed in Apple Pay and, if applicable, after completing additional Apple-specific steps in the Apple Pay platform, the resolution of the request to enroll the card in Apple Pay is displayed/communicated to the Client/User directly in the Apple Pay application.

The enrollment of the Card in Apple Pay is subject to an automatic decision-making process, based on the following elements provided/communicated at the time of the request for enrollment of the Card by the Customer/User:

- a) the provision of valid and complete card information
- b) confirming the identity of the customer by entering the cardholder's card details in the manual Apple Pay enrolment process or confirming the identity of the cardholder through the card enrolment process in the Mobile Banking application;
- c) the enrolled card must be active;
- d) Apple's specific recommendations/guidelines on the use of Apple Pay;
- e) acceptance of the Terms and Conditions for enrolling UniCredit Cards in Apple Pay;
- f) completion of additional Apple-specific steps in the Apple Pay platform, including acceptance of the Apple Pay Terms and Conditions
- g) correctly entering the unique verification code sent by UniCredit to validate cardholder status. UniCredit may decide to accept/reject the request. In case the enrolment request is rejected, the Customer may contact the UniCredit Call Center to obtain information on this situation.

The customer/user has the possibility to enroll his/her UniCredit Card in Apple Pay on multiple Apple devices at the same time. To do this, it is necessary to go through the steps above for each device on which he/she wants to enroll the Card in Apple Pay, for each device in turn is generated another Token necessary to make payments.

4. Using the Card/Token in Apple Pay

As a result of enrolling the UniCredit Card in Apple Pay, a Card Token will be generated which is required to make payments in Apple Pay. This Token will be associated with the Card number enrolled on the mobile device.

For each enrollment of the same Card on different Apple devices, a different Token will be generated associated with that device. Once the Token is generated as a result of the Card enrolment in the application, Apple Pay allows the Customer/User to use the Token associated with each device for:

- a) Contactless payments at merchants, when associated with an Apple compatible mobile device such as iPhone or Apple Watch /iPad, etc;
- b) Internet transactions, on merchant websites and apps that accept card payments, displaying the Apple Pay/Apple Watch option.

If the Customer/User has enrolled multiple Cards in Apple Pay, then the first Card enrolled on the device will be selected by default when making payments. Before making the payment, the Customer/User has the possibility within the Apple Pay application to choose a card available in the wallet to make the payment, selecting from the application the card he/she wants to use.

Apple Pay cannot be used for contactless transactions if the Customer/User has disabled the contactless option on the Cards enrolled in the Apple Pay application.

The Customer/User expresses his/her consent to make a payment via Token enrolled in the Apple Pay app as follows:

a) for contactless payments at merchants - by strict authentication, i.e. by bringing the mobile device on which the Token is installed close to the payment terminal of the accepting merchant (possession). This action must be preceded by unlocking the mobile device by Touch ID, Face ID, entering the device password or, in the case of Apple Watch, by double-clicking on the side button of the device (know/unknown);

b) for internet payments, on merchant websites and apps that accept Apple Pay payment cards - by accepting on the website/app to complete the payment via Apple Pay. Depending on the Apple device used, this action must be preceded by unlocking it using Touch ID, Face ID, device password or, in the case of Apple Watch, by double-clicking on the side button of the device.

In the case of Apple Pay, Face ID, Touch ID or PIN code are used as methods of verification/identification of the device user that can be used instead of traditional card methods such as PIN code, signature on receipt for in-store transactions or 3D Secure password for in-app or internet transactions. More details on how to make transactions via the Apple Pay app can be found on the Apple Pay support page at [Apple Pay - Official Apple Support](#)

UniCredit provides the Customer/User with information on payments made with the Card enrolled in Apple Pay through the methods provided in the relationship with UniCredit: Account statements, Online Banking, Mobile Banking. This information will be highlighted as payments made with the respective Card, without mentioning that the payments were made through Apple Pay.

As the Token number is different from the number on the front of the card enrolled in Apple Pay, if the Customer/User requests a merchant to return an amount that was paid using the Token, then the Customer/User is required to provide the merchant with the last 4 digits of the token number (Device Account Number) used to make that payment via Apple Pay. The information about the last 4 digits of the Token is available both within the Apple Pay application and on the receipt at the time of completion of the transaction.

5. Managing the Token (block/unblock) stop using the card in Apple Pay

Token blocking can be temporary or permanent. During the time it is blocked, the Token cannot be used to make payments via Apple Pay.

The temporarily blocked Token can be unlocked when the cause of its blocking ceases and after unblocking it can continue to be used to make payments in Apple Pay. A Token that is permanently blocked after the Card has been blocked will not be able to be unblocked, as this will automatically and permanently delete the Token from Apple Pay.

The customer/user has the possibility:

a) to temporarily lock the Token and subsequently unlock it, either through the Provider's Find My iPhone application or by calling the UniCredit Call Center.

b) to permanently block the Token via:

(i) Apple Pay, directly from the app or via the app: iCloud;

(ii) call in the UniCredit Call Center.

UniCredit will permanently block the Token in the following cases:

(a) the enrolled Card has been reported lost/stolen and has been permanently blocked; the Customer/User has the possibility to request UniCredit to issue a new Card which he/she can enroll in Apple Pay by going through the steps indicated in the Apple Pay enrollment section above.

b) in all other cases UniCredit will block the enrolled Card, according to the contractual conditions applicable to it.

Upon expiry of the validity period indicated on the front of the Card enrolled in Apple Pay, the corresponding Token can only be used following activation of the renewed Card.

Apple may definitively block the Token for reasons such as: the Customer disconnects from the iCloud service or resets the device on which the Token has been installed or removes the locking method from the device that has the associated Token or for any other reasons deemed justified by Apple, UniCredit not being responsible for the occurrence of such malfunctions.

6. Customer/User obligations and limitations of liability of UniCredit

These Terms and Conditions apply only to the use of UniCredit issued Cards in Apple Pay. The Customer/User is fully responsible for reading and assuming/complying with the contractual provisions made available by Apple, based on the separate agreement between them, prior to enrolling and/or using the Card in Apple Pay.

The Customer/User has the following obligations:

a. to enroll the Card in Apple Pay only on devices that legally belong to him/her and that he/she uses only; after enrollment of the Card in Apple Pay he/she shall secure the device used with the same care that he/she must use for the safe keeping of the Card, in order to avoid unauthorized use of the Token; in this regard, the Customer/User is obliged to establish a password with a higher degree of complexity for securing the device and to keep this password safe.

b. to notify Unicredit when the enrolled card and/or the device on which it has been enrolled has been lost/stolen or used without its consent and to block the Token associated to it according to the options presented in chapter 5, otherwise UniCredit will not be responsible for the payments made/executed with the Token until the moment of informing it about the occurrence of one of the events listed above.

c. to securely store its authentication data in Apple Pay and/or for its account or Apple ID and/or for its device.

d. to monitor transactions made with the Token and to immediately notify UniCredit by calling the UniCredit Call Center of any discrepancies or irregularities identified in connection therewith.

e. to permanently block the Token related to a device, when it ceases to use that device.

f. to definitively block the Token when it intends to disable security methods against unauthorized use of the device; UniCredit does not control these security methods and is not liable for losses caused as a result of their disabling by the Customer/User or the way Apple Pay or the device provider uses those security methods.

For clarification of Token payment issues, the Customer/User shall contact the accepting merchant and/or UniCredit, as applicable.

Access to and use of the Token is dependent on Apple Pay and/or the Customer's/User's internet service provider's network. UniCredit has no control over the operations of these providers and will not be liable for any situation related to the services provided by these providers that cause the Token to be interrupted or prevented from being used for payment.

The features and functionality of Apple Pay and the locking/unlocking of your Apple device may be enhanced or updated by Apple without prior notice.

UniCredit is not responsible for and does not provide support or assistance for third party hardware, software or other services, such as the Apple Pay application or the device on which it is installed.

The user of the Apple Pay application is responsible for its use. UniCredit cannot be held responsible for the effects generated by the use of the application by Users or third parties, under conditions other than those applicable hereunder, for the costs generated by the use of the application or for third parties' access to certain personal and/or confidential information or personal data through the Apple Pay application.

UniCredit cannot control the operating system of the phone used by the Customer/User. Thus, UniCredit is not responsible for any damage caused to the mobile phone, including but not limited to any security breach caused by viruses, errors, fraud, tampering, omission, interruption, malfunction, delay in operations or transmissions, computer lines or network failure or any other technical malfunction caused.

UniCredit will not be liable for any loss or damage that could not reasonably have been foreseen at the time you started using Apple Pay or that is beyond our control.

UniCredit is also not responsible for:

a. payments made with the Token if they are made by other persons, either with the consent of the Customer/User or as a result of the Customer/User's failure to fulfil his/her obligations.

b. any loss or damage (moral or pecuniary) due to the Customer/User's failure to comply with these Terms and Conditions and/or any applicable provisions.

c. any direct or indirect damages, such as, but not limited to, loss of profits, lost earnings or any other similar losses suffered by the Customer/User as a result of the lack of use of the application and services or the inadequate quality of the Apple Pay application.

d. any situation that interrupts, prevents or affects the functioning of any Card enrolled in Apple Pay, such as, but not limited to, unavailability of Apple Pay or internet service, communications, network delays, limitations on internet network coverage, system outages.

e. damage resulting from unauthorised payments due to exposure of the mobile device to viruses, other applications and theft.

7. Taxes

At this time UniCredit does not charge any fees for enrolling and using Cards in Apple Pay. If it decides to apply such fees at a later date, it will notify Customers/Users in advance, in accordance with the provisions of this document.

UniCredit is not responsible for any fees that may be charged by Apple and/or third parties with whom it collaborates for Apple Pay and/or for the provision of other additional services, and the Customer/User is solely responsible for the payment of such fees.

8. Modifications of the terms and conditions

UniCredit may amend these Terms and Conditions with prior notice to the Customer/User, the new version being available within the Apple Pay application and on the UniCredit website, and the Customer/User is responsible for informing themselves of the new content. If the Customer/User does not agree with any of the provisions of the new version, the Customer/User may delete the cards from the Apple pay application.

9. Processing of personal data

UniCredit processes, as an independent controller, the personal data of customers wishing to use Apple Pay, as referred to in these Terms and Conditions, in accordance with the applicable legal provisions on the protection of personal data.

In order to enrol and use the cards in Apple Pay, UniCredit processes both personal data provided by Apple and its own data obtained in the relationship with the customer pursuant to the execution of the contract concluded with UniCredit Bank and/or UniCredit Consumer Financing IFN.

In order to enroll the card directly from the Mobile Banking Application, after the customer has selected the Card for which he/she wishes to enroll in Apple Pay and has confirmed the "Add to Apple Wallet" option, the data related to the selected card (first and last name, card number, expiry date) displayed in the Mobile Banking Application are transferred to Apple in order to enroll it in Apple Pay. More information about Apple's (independent operator) personal data processing policy can be found on Apple's website: <https://www.apple.com/legal/privacy/ro/m> Details on Apple's processing of cardholder data enrolled in Apple Pay can be found directly on the provider's website ([Legal - Data & Privacy - Apple](#) si [Apple Pay security and privacy overview - Apple Support](#))

Apple provides UniCredit with the following categories of data: identification and contact data communicated by the customer in the relationship with Apple (e-mail address, mailing address, etc.), Apple's recommendation following its analysis of the customer's enrolment in Apple Pay, available information on the Apple device, Apple's recommendation following its analysis of the customer's enrolment in Apple Pay and any other data necessary to achieve the purposes of the processing.

Further information about the data collected and the personal data processing activities carried out by Apple is available in Apple Pay.

In addition, enrolment and use of Cards in Apple Pay requires successful completion of the automated decision-making process described in these Terms and Conditions, section 3 "Enrolling a Card in Apple Pay". In view of the processing of personal data carried out in this context, UniCredit may reject the request to enroll the Card in Apple Wallet or Mobile Banking; in this context, the Customer may, by calling the UniCredit Bank Call Center, request and obtain additional details, express his/her point of view, contest the decision, and request human intervention for re-analysis of the resolution received as a result of the automatic decision-making process. The data processed in the automated decision-making process are essential for the conclusion of the

Convention, according to Article 22, paragraph 2, letter a of the GDPR; furthermore, these automated decision-making processes have the main purpose of facilitating the consolidation of information from various media and operationally speeding up the decision-making process.

For further information regarding the processing of personal data carried out by UniCredit (including on automated decision-making processes) please consult the UniCredit Bank SA GDPR Notice available here: <https://www.unicredit.ro/ro/persoane-fizice/Diverse/protectia-datelor.html#informareprivindprelucrareadatelorcucharacterpersonaldecatreunicreditbanksa> si GDPR notice to UniCredit Consumer Financing IFN SA available here ; <https://www.ucfin.ro/pdf/protectia-datelor/UCFIN-NOTA--GDPR.pdf>

Do you need more information?

- Go to our website www.unicredit.ro
- Contact us at the following numbers:
- Info Center service available 24/7 (normal rate call in Telekom Romania, Vodafone, Orange, RCS&RDS mobile networks) and
- +40 021 200.20.20 Info Center service available 24/7 (normal rate call in Telekom Romania fixed network).
- Get help from our branch consultants.
- Write to us at infocenter@unicredit.ro.

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