novobanco

Terms of Use for Cards linked to Apple Pay

1. Purpose

1.1. These Terms of Use shall govern the use of the Card issued by novobanco that has been linked to Apple Pay by the Holder, as well as the operating rules applicable to the service.

1.2. All matters not specifically governed by these Terms of Use shall be subject to the provisions of the Card User Agreement for Private and Corporate Clients.

2. Definitions

For the purposes of these Terms of Use, the following terms shall have the meanings set out below:

a) novobanco: NOVO BANCO, S.A., with its registered office at novobanco Campus, Avenida Doutor Mário Soares, Taguspark, Edifício 1, 2740-119 Porto Salvo, Portugal, sole legal entity/Lisbon Commercial Registry Office registration no. 513 204 016, with share capital of €2,245,000,000.00;

b) Card: The card issued by novobanco whose association with Apple Pay is authorised by novobanco and has been linked by its Holder;

c) Holder: The natural person in whose name the Card has been issued;

d) Apple: Apple Distribution International, Limited, the entity that operates Apple Pay;

e) Apple Wallet App: Application that allows the Card to be linked to Apple Pay;

f) Apple Pay: Payment services platform developed and managed by Apple that allows payments to be made in person, or online at merchants that subscribe to Apple Pay;

g) Apple device: iPhone, iPad, Apple Watch or other device authorised by Apple that the Holder uses and on which the Apple Wallet App has been installed;

h) Apple Pay Transactions: Payment transactions available at any time on Apple Pay.

3. Concept

3.1. Apple Pay is a payment services platform developed and managed by Apple, through the Apple Wallet App, which allows the Holder to link their Card to Apple Pay to make payments at participating merchants' stores or online platforms.

3.2. Apple shall be solely responsible for the proper functioning of Apple Pay, for the services provided in the Apple Wallet App and on the Apple Device, and for the processing of Apple Pay Transactions.

4. Sign-up

4.1. Signing up for Apple Pay shall be the sole responsibility of the Holder and must be done through the Apple Wallet App or the novobanco App, depending on the options available at any given time, previously installed on the Holder's Apple Device with the latest version of iOS, watchOS and with an Apple ID signed in to iCloud.

4.2. Access shall be subject to acceptance of these and the Terms of Use defined by Apple, and shall require manual entry or an image capture of the name, Card number, expiry date and respective security code (CVV), and mobile phone number, as well as the definition by the Holder of a passcode and/or biometric authentication (Face ID or Touch ID) to access and confirm Apple Pay Transactions.

5. Operating rules

5.1. By linking their card to Apple Pay, the Holder can access features and execute Apple Pay Transactions made available at any time by Apple with their Card.

5.2. novobanco shall allow the Holder's Card to be linked to Apple Pay, and reserves the right to change the type of Card that can be linked at any time.

5.3. Apple Pay Transactions shall be subject to the limits defined for each card.

5.4. After linking their card to Apple Pay, the Holder shall be responsible for the confidentiality of the passcode used for confirming Apple Pay Transactions, and undertakes to ensure that their biometric data (Face ID or Touch ID), Apple Device and Apple Wallet App are used exclusively by them, being liable for any losses resulting from the improper or unauthorised use thereof.

5.5. Apple Pay Transactions shall only be carried out if, at the time of use:

a) The Holder's Apple Device registered with Apple Pay (with the existing updates completed) is active and fully functioning, with the Apple ID logged in to iCloud;

b) The Card added to Apple Wallet App is fully functional.

5.6. In the event of fraud, loss, theft, robbery or misappropriation of the Apple Device, or of its passcode, the Holder must immediately cancel Apple Pay through Apple at iCloud.com, and notify novobanco, without undue delay, by contacting the Direct Line service, available free of charge 24 (twenty-four) hours a day, with personalised assistance, using the following contact details:
National Toll-Free: 800 202 505
International Toll-Free: 800 024 736 50

6. Fees

6.1. Apple Pay Transactions are subject to the fees and charges that are set out in novobanco's price list in force at any given time.

6.2. Any change to the price list in this regard will only become effective once the Holder has been notified at least two (2) months in advance.

7. Duration

These Terms of Use shall take effect from the date of their acceptance by the Holder and shall remain in force for an indefinite period.

8. Suspension, Blocking and Termination of Apple Pay Service

8.1. novobanco reserves the right to suspend access to Apple Pay, or block the use of the Card on Apple Pay, for security reasons or suspected fraud, and the service may become remain unavailable indefinitely.

8.2. novobanco may terminate these Terms of Use at any time by written notice sent to the Holder by the means provided for in the Card User Agreement for Private and Corporate Clients and in force between novobanco and the Holder, giving at least 2 (two) months advance notice.

8.3. The Holder may cancel access to Apple Pay at any time by deleting, from the Apple Wallet App, the Card that was added or only the Card for which the Holder wishes to terminate the service.

8.4. Deleting the Card added to the Apple Wallet App shall terminate the Card's association with Apple Pay.

9. Amendments to the Terms of Use

9.1. novobanco reserves the right to amend these Terms of Use by written notice sent to the Holder by the means provided for in the Card User Agreement for Private and Corporate Clients and in force between novobanco and the Holder, giving at least 2 (two) months advance notice.

9.2. The Holder may cancel their acceptance of these Terms of Use if they do not agree with such amendments, before expiry of the aforementioned 2 (two)-month period, failing which novobanco shall consider the notified amendments to have been accepted.

9.3. If the Holder cancels access to Apple Pay under the terms referred to above, the Card will no longer be associated with Apple Pay.

10. Personal Data Processing

Personal data collected in connection with this service will be processed solely for the purposes of operating the service, as described in these Terms of Use and in accordance with the General Data Protection Regulation, other applicable legislation and the information on the processing of personal data available at all times at www.novobanco.pt.

11. Notices

Any communications under these Terms of Use shall be made through the means provided for in Card User Agreement for Private and Corporate Clients in force between novobanco and the Holder.

12. Complaints, out-of-court procedures and alternative dispute resolution

12.1. Notwithstanding legislation applicable to the complaints book, the Holder may submit complaints at any novobanco branch or online at www.novobanco.pt.

12.2. The Holder may also submit complaints directly to Banco de Portugal regarding any failure by novobanco to comply with the law.

12.3. For the purposes of ensuring the alternative resolution of disputes relating to the rights and obligations arising from these Terms of Use, novobanco provides the Holder, in accordance with Law No. 144/2015 of 8 September, recourse to the following alternative dispute resolution entities to which it is affiliated:

Lisbon Consumer Conflict Arbitration Centre (Centro de Arbitragem de Conflitos de Consumo de Lisboa), available at www.centroarbitragemlisboa.pt;

Porto Arbitration and Consumer Information Centre (Centro de Informação de Consumo e Arbitragem do Porto), available at www.cicap.pt; and

National Centre of Information and Arbitration for Consumer Conflicts (Centro Nacional de Informação e Arbitragem de Conflitos de Consumo), available at www.cniacc.pt.

13. Law and Jurisdiction

13.1. These Terms of Use shall be governed by Portuguese law.

13.2. Any matters arising from the services provided for under these Terms of Use may be submitted by novobanco or the Holder to the District Courts of Lisbon or Porto, according to whether the holder is legally domiciled in the Lisbon or Porto metropolitan areas, respectively, or the civil court of the Holder's domicile, provided such domicile is located in Portugal.

14. Supervision

novobanco is subject to supervision by the European Central Bank, with its registered office at Sonnemannstrasse 20 (Main Building), 60314 Frankfurt am Main, Germany, and by Banco de Portugal with its registered office at Rua do Ouro, n.º 27, in Lisbon, within the scope of the Single Supervisory Mechanism, under the number 0007.