

PB Samsung Pay Service Terms and Conditions

These Terms of Use for Samsung Pay ("Terms") apply when you add an eligible PBB or PIBB Credit Card or Debit Card ("the Card") to the Samsung Pay application ("the App") and otherwise use, the Samsung Pay Service offered by Samsung and/or agents ("Samsung Pay Service").

In these Terms of Use, "you" and "your" refer to the cardholder of the Card. "We", "us", "our", and "the Bank " refer to the issuer of your Card, Public Bank Berhad or Public Islamic Bank Berhad, as the case may be, whether under brand names "Public Bank", "Public Bank Berhad" or "Public Islamic Bank". "Use", "using" and "use of" refer to the use of the Card with Samsung Pay. These Terms form a legal agreement that is binding between you and the Bank when you create, activate and/or use the Samsung Pay App.

The term, "Samsung Pay", shall include the Samsung Pay branded payment functionality, the Card provisioning functionality, and transaction history displayed. Samsung Pay allows you to store virtual representations of credit and debit cards on your Device to make contactless payments at select merchants utilizing the merchant's contactless terminal or in-app or other digital commerce payments at merchants participating in the Samsung Pay Service.

1. Definition

- 1.1. These Terms are additional to and are to be read together with following Card Agreement:
 - (a) PB Visa/Mastercard Credit Cards Agreement (please access and read at www.pbebank.com.my);
 - (b) PB Visa/Mastercard Co-Branded Credit Cards Agreement (please access and read at www.pbebank.com.my);
 - (c) PIBB Credit Cards Agreement (please access and read at www.pbebank.com.my);
 - (d) PB Mastercard Debit Card Agreement (UTAR/TARC) (please access and read at www.pbebank.com.my); and
 - (e) PB-Petron Visa Debit Card Agreement (please access and read at www.pbebank.com.my).
- 1.2. "Card" refers to the PB Credit or Debit card(s) you enroll and store electronically into the Samsung Pay App.
- 1.3. "Device" includes but is not limited to a smartphone, tablet or smart watch or any other device which is compatible for use of the Wallet solution which the Bank determines is eligible for the registration of the Card to be used in the Wallet.

- 1.4. "Wallet" means the mobile payment and digital wallet created by a third party Wallet Providers that enables the user to make payment using certain Devices and cards registered on the Device.
- 1.5. "Passcode" means the secret code that is required to unlock the Device, including a password, passcode, pattern or biometric identifier (where applicable).

2. Enrolling and Use of the Card in Samsung Pay.

- 2.1. You can enroll an eligible card in Samsung Pay by inputting your Card information in to the Samsung Pay application of your Device consistent with the Samsung Pay application's instructions. Only those Card(s) that the Bank specifies and approves is/ are eligible and can be enrolled to be used with the Samsung Pay Service.
- 2.2. Any account information entered into the Samsung Pay application is provided by you and you are solely responsible for the completeness and accuracy of this account information.
- 2.3. When you enroll your Card in Samsung Pay, you are permitted to use your Device to pay for purchases with your Card account where ever Samsung Pay is accepted. Samsung Pay may not be utilised or accepted at all places where you Card is accepted.
- 2.4. You may use the Card for transactions for total amounts not exceeding your Credit Limit (as defined in the Card Agreement), Card Purchase Limit (as defined in the Bank Personal Banking Standard Terms and Conditions) or such other limit as determined by us from time to time at our discretion.
- 2.5. Your Card may be used to carry out transactions, by tapping or waving the Mobile Card at a Contactless Payment Reader or a Magnetic Stripe Reader, for amounts not exceeding
 - (i) RM250.00 per transaction for Contactless Transactions, or such other amount which we may specify from time to time; or
 - (ii) such limit which the Bank may specify from time to time
- 2.6. By enrolling a Card to Samsung Pay, authenticating and (i) placing your mobile device near a merchant's Contactless Payment Reader or Magnetic Stripe reader, or (ii) using such Card for in-app purchase and/or digital commerce payments, you are authorizing payment for the merchant's products or services with that Card with Samsung Pay. To complete transactions using Samsung Pay, you may be required to verify your identity as the cardholder via a method as may be determined by the card network.

- 2.7. Only you may use the Samsung Pay App to make authorised purchases. You shall not permit any other person from accessing and using the App and/or the mobile PIN to make any transactions.
- 2.8. All transactions effected via the App through the use of your mobile PIN are final, irrevocable and binding on you.

3. Your Card Agreement Terms and Conditions Continue to Apply

- 3.1. These Terms form a part of and are in addition to your Card Agreement. The terms of the Card Agreement continue to apply to your Card and do not change when you add your Card to the Samsung Pay application. Samsung Pay simply provides another method for you to make purchases with your Card. Any applicable interest, fees and charges that apply to your Card will also apply when you use Samsung Pay to access your Card.

4. Third Party Fees and Charges

- 4.1. The Bank does not charge you any additional fees for adding your Card to Samsung Pay or using Samsung Pay to pay for a transaction using your Card. Third parties such as wireless companies or data service providers may charge you fees for enrolling in and using Samsung Pay and you are responsible for any such wireless carrier data or usage fees incurred.

5. The Bank Is not Responsible for Samsung Pay.

- 5.1. The Bank is not the provider of Samsung Pay and the Bank is not responsible for providing the Samsung Pay Service to you. The Bank shall not be liable nor responsible for any failure of the Samsung Pay Service, or your inability to use Samsung Pay for any transaction. We are not responsible for the performance or non-performance of the Samsung Pay Provider or any other third parties regarding any agreement you enter into with the Samsung Pay Provider or associated third party relationships that may impact your use of Samsung Pay.

6. No Illegal Use

- 6.1. You agree not to use your Card and Samsung Pay for any illegal or fraudulent purposes or any other purposes which are prohibited by the Samsung Pay application license and these Terms. You further agree to use your Card and Samsung Pay in accordance with the applicable law, regulations and the terms of the Card Agreement.

7. Security

- 7.1. You are responsible for keeping your Samsung Pay login and credentials private and secure. After enrolling in Samsung Pay, you should secure your Device with the same care you would your Card, cash, checks and other

personal identification numbers and passcodes in order to avoid unauthorised use of your Card.

- 7.2. If you share your passcode with any other person, they may be able to use your Device and get access to your personal and payment information available through the Samsung Pay Service. You should call us immediately if you believe your Device or passcode have been lost, stolen or compromised in any way or an unauthorised person has used or may use your passcode without your authorisation.

8. Privacy

- 8.1. Your privacy and the security of your personal data are important to us. The Bank's Privacy Notice is available online at (<https://www.pbebank.com.my>) applies to your use of your Card with Samsung Pay. You agree that the Bank may share your information with the Samsung Pay Provider and its agents, any payment network and others in order to provide the services you have requested and to improve your ability to use these services. This information helps us to enable you to enroll your Card in Samsung Pay and to maintain your Card for the use of Samsung Pay.
- 8.2. We do not control the privacy and security of your information that may be held by the Samsung Pay Provider and its agents and that is governed by the privacy policy given to you by the Provider when you sign up for and enroll in Samsung Pay. When you enroll your Card in and use Samsung Pay, personal information you provide about you and the Card are transmitted through third party connections and may be collected by the Samsung Pay Provider in order to determine your eligibility and to enable you to use Samsung Pay. We do not operate or control these third party connections as such we cannot guarantee the security or privacy of the transmission of your information.

9. Removing Your Card from Samsung Pay.

- 9.1. You should contact the Samsung Pay Provider to determine how to remove the Card from the Samsung Service. If you remove your Card from the Samsung Pay application and service and subsequently re-enroll your Card in Samsung Pay, your use of Samsung Pay will be subject to the Terms of Use for Samsung Pay then in effect.
- 9.2. Except as otherwise required by applicable law, the Bank reserves the right to restrict, suspend or terminate your use of your Card with Samsung Pay at any time without notice and for any reason, including if you violate these Terms or the terms of the Card Agreement. This right to restrict, suspend or terminate your Card may be at any time and from time to time and either temporarily or permanently.
- 9.3. You further understand and acknowledge that the Samsung Pay Provider may suspend your ability to use your Card with the Samsung Pay Service in

accordance with the terms and conditions you agree to when enrolling in Samsung Pay. You agree that we will not be liable to you or any third party for any restriction, suspension or termination of your use of your Card with Samsung Pay.

10. Variations, Changes, Amendments or Additions

- 10.1. You agree that these Terms may be changed from time to time. If we change, vary, amend or add a term or condition to these Terms, we will provide you with twenty one (21) days prior notice and the changes, variation, amendment or addition will take effect on the date specified in the notice. You are advised to refer to the updated terms and conditions at the Bank's website (www.pbebank.com.my) from time to time. The latest terms and conditions made available on the website shall supersede all previous terms and conditions made between the Bank and you under these Terms.
- 10.2. If you do not accept the change or addition to these Terms, you must stop accessing and using the App and, as soon as possible, terminate your access and use of the App. If you continue to access and use the App after the change, variation, amendment or addition takes effect, you will be deemed to have accepted the change variation, amendment or addition without reservation.

11. DISCLAIMER OF WARRANTIES

- 11.1. You expressly acknowledge and agree that the use of Samsung Pay is at your sole risk. To the extent permitted by applicable law, the ability to use your Card with Samsung Pay is provided to you "as is" and "as available", with all defects that may exist from time to time and without warranty of any kind and the Bank, on behalf of itself and its suppliers, hereby disclaims all warranties and conditions with respect to Samsung Pay, whether express, implied or statutory, including, but not limited to, the implied warranties or conditions of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, quiet enjoyment and non-infringement of third party rights.
- 11.2. The Bank, on behalf of ourselves and our suppliers, also do not warrant against interference with your enjoyment of Samsung Pay or that functions contained in the Samsung Pay Service, or services performed or provided by the Samsung Pay Provider, will meet your requirements that the operation or availability of Samsung Pay will be uninterrupted or error-free or that defects in Samsung Pay will be corrected.
- 11.3. No oral or written information or advice given by the Bank, any of its authorised representatives or any third party shall create any warranty to you. Access, use and maintenance of Samsung Pay depend on the Samsung Pay Provider and the networks of wireless carriers. The Bank does not operate the Samsung Pay Service or such networks and has no control over their operations.

- 11.4. The Bank shall not be liable to you for any circumstances that interrupt, prevent or otherwise affect the functioning of Samsung Pay, such as unavailability of the Samsung Pay Service or your wireless Service, communications, network delays, limitations on wireless coverage, system outages or interruption of a wireless connection.

- 11.5. The Bank disclaims any responsibility for the Samsung Pay Service or any wireless used to access, use or maintain Samsung Pay. Use of Samsung Pay involves the electronic transmission of personal information through third party connections, because we do not operate or control these connections, we cannot guarantee the privacy or security of these data transmissions. Additionally, your Device's browser is generally pre-configured by your wireless carrier. Check with the Samsung Pay Provider and your wireless carrier for information about their privacy and security practices.