

ENGLISH

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The terms of cardholder agreements you may have in place with your card issuer will continue to govern your use of your Supported Cards and their use in connection with Apple Pay. Similarly, your participation in any merchant rewards or gift card programs and your use of Apple Pay-Enabled Cards in connection with Apple Pay will be subject to such merchant's terms and conditions.

Apple Card is only available in the United States and is issued by Goldman Sachs Bank USA, Salt Lake City Branch ("Apple Card Issuer"). When you apply for Apple Card, you are applying to open an account with the Apple Card Issuer. Apple Card is only available to individuals aged 18 years or older (or older depending on your state of residence). The financial institution responsible for offering Apple Card is subject to change, and your use of Apple Card is subject to their terms and conditions.

The Apple Cash card and the ability to send and receive person to person payments are only available in the United States, and are services provided by Green Dot Bank, member FDIC. When you enable these features within Apple Pay, you are opening an account with Green Dot Bank. With the exception of the features of Apple Pay provided by Apple Payments, when you send or receive a person to person payment or load or withdraw money from your Apple Cash card, Green Dot Bank will be responsible for receiving and sending your money to the intended recipient. With the exception of Apple Cash Family, the Apple Cash card and the ability to send and receive person to person payments are only available to individuals aged 18 years or older. The financial institution responsible for offering Apple Cash and person to person payments within Apple Pay is subject to change, and your use of such features are subject to their terms and conditions.

The ability to use funds in your Apple Cash card to make payments to certain eligible businesses that you authorized (the "Direct Payments Service") is a service provided by Apple Payments. Your use of the Direct Payments Service is subject to Apple Payments' Direct Payments Terms and Conditions. Additionally, certain eligible businesses may allow you to authorize them to disburse funds to your Apple Cash card (each, a "Disbursement"). While Disbursements may be processed by Apple Payments, they are offered by the participating businesses that provide such funds and may be subject to certain additional terms and conditions of the disbursing businesses.

Nothing in the License or these Supplemental Terms modifies the terms of any cardholder, user, merchant agreement, or other terms and conditions applicable to the use of the features of Apple Pay, and such terms will govern your use of the applicable feature of Apple Pay and their virtual representation on your Device. You agree that Apple is not a party to your cardholder or merchant agreements, nor is Apple responsible for the: (a) content, accuracy or unavailability of any payment cards, rewards cards, gift cards, commerce activities, transactions, or purchases while using Apple Pay functionality; (b) issuance of credit or assessing eligibility for credit; (c) provisioning decisions made by an issuer, merchant, or other third party in connection with a Supported Card; (d) accrual or redemption of rewards or stored value under a merchant's program; (e) funding or reloading of prepaid cards; (f) sending or receiving of person to person payments; or (g) loading, redeeming, or withdrawing money from your Apple Cash card.

For all disputes or questions about payment cards, rewards cards, gift cards, or associated commerce activity, please contact your issuer or the applicable merchant. For questions regarding Apple Card or the Apple Cash card or person to person payments, please contact Apple Support.

3. Privacy

Apple's collection and use of personal information is governed by the Apple Privacy Policy, available at

<https://www.apple.com/legal/privacy/>. You can find detailed information on the personal information collected, used, or shared as part of your use of Apple Pay by reading the relevant service specific privacy notices, including About Apple Pay and Privacy, which can be accessed on your Device, or within the Watch app on a paired Device, or by visiting <https://www.apple.com/legal/privacy/>. By using these features, you agree and consent to Apple's and its subsidiaries' and agents' transmission, collection, maintenance, processing, and use of all of the foregoing information, to provide Apple Pay functionality.

4. Security; Lost or Disabled Devices

Apple Pay stores virtual representations of your Supported Cards and should be protected as you would protect cash or your physical credit, debit, prepaid, rewards, or gift cards. Providing your Device passcode to a third party or allowing a third party to add their fingerprint to use Touch ID or enable Face ID may result in their ability to make payments, send, request, or receive person to person payments, withdraw money from your Apple Cash card, or receive or redeem rewards or credit using Apple Pay on your Device. You are solely responsible for maintaining the security of your Device and of your passcode. You agree that Apple does not have any responsibility if you lose or share access to your Device. You agree that Apple does not have any responsibility if you make unauthorized modifications to the Apple Software (such as by way of a "jailbreak").

You may need to enable additional security measures, such as two-factor authentication for your Apple ID, in order to access particular features of Apple Pay, including Apple Card, the Apple Cash card, and person to person payments with Apple Pay. If you subsequently remove those security features, you may not be able to continue to access particular features of Apple Pay.

If your Device is lost or stolen and you have Find My iPhone enabled, you can use Find My iPhone to attempt to suspend the ability to pay with the virtual Supported Payment Cards or sending person to person payments on that Device by putting it into Lost Mode. You can also erase your Device, which will attempt to suspend the ability to pay with the virtual Supported Payment Cards or send person to person payments on the Device and will also attempt to remove the Apple Pay-Enabled Cards. You should also contact the issuer of your Supported Payment Cards, the merchant who issued your Apple Pay-Enabled Cards, or Apple in the case of your Apple Card or Apple Cash card in order to prevent unauthorized access to your Supported Cards.

If you report or Apple suspects fraudulent or abusive activity, you agree to cooperate with Apple in any investigation and to use any fraud prevention measures we prescribe.

5. Limitation of Liability

IN ADDITION TO THE DISCLAIMERS OF WARRANTIES AND LIMITATION OF LIABILITY SET FORTH IN THE LICENSE, APPLE DOES NOT ASSUME ANY LIABILITY FOR PURCHASES, PAYMENTS, TRANSACTIONS, OR OTHER COMMERCE ACTIVITY MADE USING THE APPLE PAY FEATURE, AND YOU AGREE TO LOOK SOLELY TO AGREEMENTS YOU MAY HAVE WITH YOUR CARD ISSUER, PAYMENT NETWORK, FINANCIAL INSTITUTIONS, OR MERCHANT TO RESOLVE ANY QUESTIONS OR DISPUTES RELATING TO YOUR SUPPORTED CARDS, PERSON TO PERSON PAYMENTS, AND ASSOCIATED COMMERCE ACTIVITY.

NOTICES FROM APPLE

If Apple needs to contact you about your product or account, you consent to receive the notices by email. You agree that any such notices that we send you electronically will satisfy any legal communication requirements.