#### **ENGLISH**

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For use on Apple-branded Systems

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EA1885 07/11/2024

# **Apple Pay & Wallet Terms and Conditions**

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#### 1. Overview

#### Apple Pay

Apple Pay allows you to make contactless payments using credit, debit and prepaid cards, as well as third party installment payment services, within select websites. Apple Pay and certain features of Apple Pay may only be available in select regions, with select card issuers, payment networks, merchants, and other third parties.

#### Wallet

Wallet allows you to store virtual representations of credit, debit, and prepaid cards to be used with Apple Pay (collectively, "Supported Cards"). Supported Cards may only be available in select regions

and with select partners and Supported Cards may change from time to time.

## 2. Eligibility

To set up and use Apple Pay and Wallet, you must have (i) a supported Mac Computer running a version of operating software that supports the Services (latest version recommended and sometimes required), (ii) an Apple Account associated with an iCloud account that is in good standing with Apple, and (iii) Internet access or cellular data access (fees may apply). Subject to certain exceptions, Supported Cards are only available to individuals aged 13 years or older, and may be subject to additional age-based restrictions imposed by iCloud or the relevant issuer, merchant, or other third party.

#### 3. Use of the Services

Apple Pay is intended for your personal use and you may only provision your own Supported Cards. If you are provisioning a supported corporate card, you represent that you are doing so with the authorization of your employer and you are authorized to bind your employer to these Apple Pay & Wallet Terms and all transactions effected by use of Apple Pay and Wallet.

You agree not to use Apple Pay for illegal or fraudulent purposes, or any other purposes that are prohibited by the License and these Apple Pay Terms. You further agree to use Apple Pay in accordance with applicable laws and regulations. You agree not to interfere with or disrupt Apple Pay (including accessing the Service through any automated means), or any servers or networks connected to the Service, or any policies, requirements or regulations of networks connected to the Service (including any unauthorized access to, use or monitoring of data or traffic thereon).

You can use Apple Pay on your supported Mac Computer to initiate payments on websites. You can complete your purchase by authorizing the transaction using your Mac with Touch ID or password, supported iPhone, or supported Apple Watch. If you complete your purchase on your Mac Computer, you must have a Supported Card that is associated with an active iCloud account. If you complete your purchase using iPhone or Apple Watch (collectively, the "Supported Devices"), you must be signed in with the same Apple Account as on your Mac Computer.

When using Apple Pay on a desktop web browser other than Safari, you must have a Supported Card that has been provisioned to a supported iPhone or iPad. In addition to the terms set forth in these Apple Pay Terms, your use of Apple Pay to initiate payments on websites is subject to the Apple Pay & Wallet Terms and Conditions applicable to your Supported Devices, the terms of which are hereby incorporated by reference and which can be accessed by going to: Settings > General > About > Legal > License from your iPhone, or About > Legal > License from the Watch app on a paired iPhone. Supported Devices may change from time to time.

# 4. Apple's Relationship With You

For purposes of this Section 3 only, "Apple" refers to, collectively, Apple Inc., Apple Payments Services LLC, and the respective Apple affiliates. Your use of Apple Pay will be governed by these Apple Pay Terms, as well as by the terms of the cardholder agreement you have in place with the relevant issuer, merchant, or other third party responsible for your Supported Card.

Apple is not a financial institution. Supported Cards are not issued or serviced by Apple, and Apple does not process payments, or have any other control over payments, chargebacks, returns, refunds, rewards, value, discounts, orders, order fulfilment, or other commerce activity that may arise out of your use of Apple Pay or Wallet.

Installment payments on Apple Pay are supported and managed by third party partners. If you choose to

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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 purchase of any goods or services using the Apple Pay feature will be subject to the merchant's terms and conditions.

Nothing in the License or these Apple Pay & Wallet Terms modifies the terms of any cardholder or 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 supported Mac Computer.

You agree that Apple is not a party to your cardholder or merchant agreements, nor is Apple responsible for the (a) content, accuracy or availability of any Supported Cards, commerce activities, transactions, purchases, orders, order fulfilment, or receipts while using Apple Pay or Wallet; (b) issuance of credit or assessing eligibility for credit; (c) activities of issuers, merchants, or other third parties related to your use of Apple Pay or Wallet; (d) decisions made by an issuer, merchant, or other third party in connection with a Supported Card; (e) accrual or redemption of rewards or stored value in connection with your Supported Cards; or (f) funding or reloading of prepaid Supported Cards. For all disputes or questions about Supported Cards or associated commerce activity, please contact your issuer or the applicable merchant. For questions regarding Apple Pay or Wallet, please contact (800) APL-CARE (800-275-2273).

#### 5. Privacy

When using Apple Pay to initiate a payment transaction to be completed on a Supported Device, Apple Pay will transfer payment information in an encrypted format between your Mac Computer and your Supported Device to complete your transaction. When using Apple Pay to make a payment transaction on a MacBook Pro with built-in Touch ID, your payment information will be provided in encrypted format to the website as part of that transaction. When adding a card to Apple Pay on a MacBook Pro with built-in Touch ID, information about your device, such as whether certain device settings are enabled and device use patterns (e.g. percent time device is in motion, approximate number of calls per week), will be sent to Apple to determine your eligibility and to prevent fraud. 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 iOS device or Mac Computer, or within the Watch app on a paired iOS device, or by visiting <a href="https://www.apple.com/legal/privacy">https://www.apple.com/legal/privacy</a>. By using Apple Pay and Wallet, you agree and consent to Apple's and its affiliates' and agents' transmission, collection, maintenance, processing, and use of all of the foregoing information, to provide these Services.

# 6. Security

Apple Pay and Wallet store virtual representations of your Supported Cards and should be protected as you would protect your physical wallet, or credit, debit, prepaid and other cards. You are solely responsible for maintaining the security of your Mac Computer, Supported Devices, your Apple Account, your Touch ID information, the passcode(s) to your device(s), and any other authentication credentials used in connection with the Services (collectively, your "Credentials"). If you authorize or allow anyone else to use your Mac Computer or Supported Devices (e.g., by providing your device passcode to a third party or otherwise providing any of your Credentials to a third party), the person may be able to make

payments, use value or make other transactions with your Supported Cards in Wallet. In such event, you will be responsible for all payments and transactions made by that person.

If you make unauthorized modifications to your Mac Computer or Supported Devices, such as by disabling hardware or software controls (sometimes referred to as "jailbreaking"), your Mac Computer and/or Supported Devices may no longer be eligible to access or use the Services. You acknowledge that the use of a modified device in connection with the Services is expressly prohibited, constitutes a violation of these Apple Pay & Wallet Terms, and is grounds for us to deny or limit your access to the Services.

If your device is lost or stolen and you have Find My enabled, you can use Find My or https://icloud.com to attempt to suspend the ability to pay with the virtual Supported Cards on your Mac Computer 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 Cards on the device. If you have set up a recurring payment transaction using Apple Pay, you may need to contact the relevant issuer or merchant to cancel the recurring payment. You should also contact the card issuer of your Supported Cards in order to prevent unauthorized access to your virtual Supported Cards.

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