ENGLISH

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EA1855 07/11/2024

———————————— Apple Pay & Wallet Terms and Conditions

These Apple Pay & Wallet Terms and Conditions (the “Apple Pay & Wallet Terms”) supplement the Apple Software License Agreement for macOS (the “License”); both the terms of the License and these Apple Pay & Wallet Terms govern your use of the Apple Pay feature (“Apple Pay”) and Apple Wallet (“Wallet”), which shall be deemed a “Service” under the License.  Capitalized terms used in these Apple Pay & Wallet Terms have the meanings set forth in the License. Your acceptance of these Apple Pay & Wallet Terms constitutes your acceptance of the respective Apple Pay & Wallet Terms on all of your Apple devices that support Apple Pay and Wallet.

Apple Pay and support of your Apple Pay Cards (as defined below) in Apple Wallet (“Wallet”) are provided in the United States by Apple Payments Services LLC (“Apple Payments Services”) and outside of the United States by other Apple affiliates. Wallet is otherwise provided by Apple and other Apple affiliates. Apple, Apple Payments Services, and the respective Apple affiliates are each a party to these Apple Pay Terms with respect to the Services it provides.

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.

1. 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.

1. 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.

1. 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 pay in installments or to purchase and pay later with a third party when using Apple Pay, you are contracting with the third party and eligibility determinations and repayment of your purchase obligation are governed by that third party’s terms of service, which are presented to you during checkout. Apple is not a party to any agreement between you and that third party, and expressly disclaims all liability with respect to such installment payment services and agreements.

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).

1. 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 https://www.apple.com/legal/privacy.  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.

1. 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.

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

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Great, Charles! I’ll create a comparison table highlighting key differences between **Apple’s macOS Sequoia User Agreement** and **GDPR vs. general U.S. data protection principles**, especially in the areas of **privacy**, **security**, and **data handling**.

Here’s a high-level version to get us started:

| **Category** | **Apple User Agreement (U.S.-based)** | **GDPR (EU)** | **Key Differences** |
| --- | --- | --- | --- |
| **Legal Basis for Data Use** | Consent implied via use or settings configuration (e.g., enabling Siri, Apple Pay) | Must have *explicit legal basis* (e.g., consent, contract, legal obligation) | GDPR requires explicit, informed consent; Apple implies consent by feature use |
| **Right to Access** | Users are referred to Apple’s Privacy Policy for info about data collected | Users have the right to request and receive all personal data held about them | GDPR grants stronger, enforceable access rights |
| **Right to Erasure (Right to be Forgotten)** | Not explicitly mentioned in the license; partial deletion via user-initiated tools (e.g., Find My) | Users can demand deletion of personal data in many cases | GDPR mandates this right, Apple only provides limited means |
| **Data Portability** | No mention in license; some export available via account settings | Explicit right to receive data in a structured, machine-readable format | GDPR supports full portability; Apple only supports it partially |
| **Third-Party Sharing** | Allows third-party services but disclaims liability; user consents via use | Controllers must ensure third parties comply with GDPR, with explicit contracts | GDPR enforces strict responsibility even for third-party processors |
| **Security Standards** | Describes encrypted transmission, user credential responsibility, and anti-jailbreaking clauses | Requires “appropriate technical and organizational measures” | Apple emphasizes security, but GDPR legally enforces a broader accountability |
| **Children’s Data** | Apple imposes age restrictions (e.g., 13+ for Wallet); limited enforcement described | GDPR restricts processing data of children under 16 without parental consent | GDPR has stronger, enforceable protections |
| **International Transfers** | Implied under U.S. jurisdiction, Apple’s affiliates may process data abroad | Strict rules for cross-border transfers; requires adequate safeguards (e.g., SCCs, adequacy) | GDPR enforces strict mechanisms for transferring data outside the EU |

Would you like me to:

* Expand this into a more detailed report or memo?
* Add citations to relevant GDPR articles and U.S. laws (like CCPA or HIPAA)?
* Compare Apple’s approach with another company?

Let me know how you'd like to proceed.

okay, now a few questions: 1. can i be forgotten 2. can i download my own info 3. can they sell my data, if so, to whom 4. can the govt see my data.

Awesome questions, Charles — let's go through them one by one, comparing **Apple’s User Agreement**, **U.S. law**, and **GDPR** where relevant:

**1. Can I be forgotten (i.e., have my data deleted)?**

* **Apple (User Agreement)**:  
  ✘ *No explicit “right to be forgotten.”* You can delete some personal data or accounts (like through “Find My” or deleting your Apple ID), but it's not comprehensive. Apple doesn’t guarantee full deletion across all systems or third-party integrations.
* **U.S. Law**:  
  ⚠️ *Limited rights.*  
  Only residents of certain states (e.g., California via **CCPA**) can request deletion. Even then, there are exceptions (e.g., for legal compliance or security).
* **GDPR**:  
  ✅ *Yes, explicitly.*  
  Article 17 grants the **right to erasure**, including personal data stored by third parties. There are some exceptions (e.g., public interest, legal claims), but this is a strong, enforceable right.

**2. Can I download my own info?**

* **Apple (User Agreement)**:  
  ⚠️ *Partially.*  
  Apple provides a **Data & Privacy portal** (<https://privacy.apple.com/>) where you can request a copy of your data (e.g., App Store history, Apple ID info, usage). But the agreement itself doesn’t guarantee it.
* **U.S. Law**:  
  ⚠️ *Limited & state-specific.*  
  CCPA grants Californians the right to data access and portability. Outside of that, no general federal right to data access.
* **GDPR**:  
  ✅ *Yes.*  
  Article 15 (Right of Access) and Article 20 (Data Portability) require that you can access and **download your data in a machine-readable format**.

**3. Can they sell my data — and if so, to whom?**

* **Apple (User Agreement)**:  
  ❌ *They claim they don’t sell personal data.*  
  Apple’s public stance is “**Privacy is a fundamental human right**.” Their Privacy Policy explicitly says they **do not sell personal information**, including to advertisers.
* **U.S. Law**:  
  ⚠️ *Varies.*  
  CCPA requires companies that *do* sell data to **disclose it and allow users to opt out**. Apple claims not to sell data, so they don’t offer a “Do Not Sell” link.
* **GDPR**:  
  ✅ *Strong restrictions.*  
  Selling data = “processing for commercial gain,” which requires a legal basis (like consent). Apple would need *explicit consent* to do so in Europe.

**4. Can the government see my data?**

* **Apple (User Agreement)**:  
  🤐 *No promise of protection from law enforcement.*  
  The license doesn’t mention government access, but Apple has previously complied with lawful requests (e.g., subpoenas, court orders). They also publish transparency reports.
* **U.S. Law**:  
  ✅ *Yes, with proper legal process.*  
  Under laws like the **Stored Communications Act** or **Patriot Act**, U.S. government agencies can compel Apple to hand over data, sometimes without informing the user.
* **GDPR**:  
  ⚠️ *Yes, but tightly restricted.*  
  Government access must be **proportionate, necessary, and legally justified**. EU courts have struck down broad surveillance regimes (like the U.S.–EU Privacy Shield) because they lacked sufficient protections.

Would you like me to turn this into a polished comparison table or memo for your project deliverable?