

# Apple Pay® Terms and Conditions / Pinal County FCU Terms of Use.

Effective March 16, 2021

These Terms of Use apply when you choose to add a Pinal County Federal Credit Union Debit card and/or Pinal County Credit card ("Card") to Apple Pay. In these Terms, "you" and "your" refer to the cardholder of the Card. "We," "us," "our" and "Pinal County" refer to Pinal County Federal Credit Union, the issuer of the Card. By selecting the check box entitled "I have read, and I understand and agree to the Pinal County/Apple Pay Terms and Conditions", you agree to all terms, conditions and notices contained in these Terms and you are providing your express consent.

**What is Apple Pay?** - Apple Pay allows you to add your Pinal County Credit card and/or Debit card to an application using your mobile device. Your Card number is replaced with a digital number or token. Once added, you understand that you may use your mobile device to make payments only where Apple Pay is accepted.

**Pinal County FCU and Apple Pay** - Pinal County FCU and its affiliates do not own or operate Apple Pay and are not responsible for any information or services provided by Apple, your wireless service provider or any other third parties associated with Apple Pay. We are not responsible for the failure of any Apple Pay transaction, the performance or non-performance of Apple or any other third parties regarding any agreement you enter into with them that impact your use of Apple Pay. We are only responsible for supplying information securely to Apple Pay to allow usage of the Card in Apple Pay.

**Card Account Terms** - The terms and conditions applicable to your Card account do not change because of adding or using your Card within Apple Pay. Apple Pay is just another way you can use your Card to make purchases of goods and services at locations that accept Apple Pay. Any applicable interest, fees and other charges that apply to your Card account will also apply when you use your Card within Apple Pay.

The agreement governing your Card account contains an Arbitration Provision section which applies to claims arising from your use of your Card. That provision also applies to any disputes between you and Pinal County arising from your use of your Card within Apple Pay.

**Relationship to Other Agreements** - When you add your Card to Apple Pay, your Card account will remain subject to the terms and conditions of all existing agreements with Pinal County.

**Account Ownership and Accurate Information** - You represent that you are the legal owner of the account and other financial information which may be accessed via Apple Pay. You agree that all information you provide in connection with your use of Apple Pay is accurate, current, and complete and that you have the right to provide such information to us for the purpose of operating Apple Pay. You agree not to misrepresent your identity or your account information.

**Eligibility** - If we have indicated that the Card you wish to add to Apple Pay can be added, then for you to use the Card within Apple Pay, the Card account must be in good standing and you must not otherwise be restricted from using Apple Pay based on any limitations imposed by Apple, your wireless service provider, and/or any third party associated with Apple Pay.

**Use of Your Card** - Apple Pay enables you to use your Card and an eligible mobile device to make purchases of goods and services using near field communication technology. An "eligible mobile device" is a mobile device in which Apple makes Apple Pay available for use (e.g., iPhone 6 and iPhone 6 Plus) and that has not been modified contrary to the device manufacturer's guidelines, including but not limited to disabling hardware or software controls.

When you register your Card in Apple Pay, your Card information is converted to a device-only account number or token and stored on your mobile device. The device-only account number or token can then be used to purchase goods and services at participating merchants with point-of-sale terminals or readers that accept Apple Pay. By selecting your Card within Apple Pay, following the instructions provided by Apple Pay and placing your eligible mobile device near a merchant's point-of-sale terminal or reader, you are authorizing payment from your Card for the purchase of goods and services.

All purchases made using your Card in Apple Pay, including delivery of goods and services, returns and warranties, are solely between you and the merchant. Pinal County does not endorse or warrant any merchants that are accessible using Apple Pay, and we are not responsible for or liable for any loss or damage because of any interaction between you and a merchant.

**Fees** - Pinal County does not currently impose a fee for using your Card in Apple Pay. However, Apple Pay and/or your wireless service provider may impose certain charges or other fees for use of Apple Pay.

**Consent** - You consent to receive electronic communications from us in connection with your Card and its use in Apple Pay. You agree that by providing telephone number(s), email addresses and other contact information to us, you authorize Pinal County to contact you using such information regarding any of your Pinal County accounts. You also consent to Pinal County using any means to call you at any telephone number(s) provided, including by placing calls using an automated dialing system to a cell, VoIP or other wireless phone number and sending prerecorded messages or text messages to those numbers, even if you may be charged for the calls or text messages. Phone calls to you from Pinal County may be monitored or recorded. You consent to Pinal County and/or our third parties to the same extent as though Pinal County were making those contacts itself, to contacting you by email, fax, or other electronic communication according to applicable law. If at any time you revoke this consent, we may suspend or cancel your ability to use your Card in Apple Pay.

You acknowledge and agree that we may contact your wireless service provider and authorize your wireless service provider to disclose certain

information about your wireless account, including but not limited to, your eligible mobile device phone number, IP address, name, address, and device data, in order to allow us to verify your identity and validate the information you provide to us.

**Lost, Stolen or Fraud** - If you believe that someone may have unauthorized access to your mobile device, you agree to immediately cancel your access to Apple Pay associated with the mobile device. You agree to provide us with immediate notice in the event you suspect fraud or any unauthorized access to any of your accounts. You agree to comply with all applicable laws, rules, and regulations in connection with your Card. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using Apple Pay.

**Third Party Agreements, Support and Offers** - You agree that we may share your information with Apple Pay, a payment network and others to provide the services you have requested, to make information available to you about your Card transactions and to improve our ability to offer these services. Pinal County does not control the privacy and security of your information that may be held by Apple and that is governed by the privacy policy given to you by Apple Pay. Pinal County does not provide support or assistance with any products or services provided by Apple, your wireless service provider, or any other third party. Third party merchants may present you certain discounts, rebates, or other benefits in Apple Pay. Pinal County does not endorse or warrant any of these offers, and we are not responsible for or liable for any loss or damage because of your acceptance or use of an offer.

**Data** - You agree that we may collect, transmit, store, and use certain information about you and your use of your Card in Apple Pay. Pinal County will use, share, and protect your personal information in accordance with Pinal County's Privacy Policy and Pinal County's Online & Mobile Privacy Policy. You acknowledge that other third parties, such as Apple, Visa and/or Mastercard, will have access to certain details of Card transactions made using Apple Pay and any personal information that you may provide such third party directly.

**Suspension and Cancellation** - Pinal County reserves the right to discontinue participation in Apple Pay. We may suspend or cancel your use of your Card in Apple Pay at any time without notice and for any or no reason. You agree that Pinal County will not be liable to you or any third party for any blocking, suspension, cancellation, or termination of your use of your Card in Apple Pay.

**Exclusion of Warranties** - You expressly understand and agree that your use of Apple Pay is at your sole risk. Any material downloaded or otherwise obtained using Apple Pay is obtained at your own discretion and risk and Pinal County is not responsible for any damage to your mobile device or loss of data that results from the download of any such material, whether due to any computer virus or otherwise. Pinal County makes no representation or warranty as to the completeness, accuracy or reliability or obtain using Apple Pay. Pinal County makes no guarantees about the information shown in Apple Pay.

**Limitation of Liabilities** - Except as otherwise provided by law, in no event will Pinal County, its direct or indirect subsidiaries, agents, employees, volunteers or representatives be liable for death, personal injury, property damage whatsoever, including, without limitation, damages for loss of profits, loss of or damage to data, business interruption or any other commercial or financial damages, lost revenues, or other losses of any kind, arising out of this Agreement or in any way related to your use or inability to use your Card in Apple Pay however caused and even if we have been advised of the possibility of such damages.

**Indemnification** - You agree to indemnify, defend and hold Pinal County, its direct or indirect subsidiaries, affiliates, agents, employees, volunteers and representatives harmless from any and all claims, damages, losses, liabilities and expenses (including all fees of counsel and all expenses of litigation or preparation thereof) which may be incurred or asserted against any of the above by any third party in connection with or arising out of your use of a Card within Apple Pay or any breach of these Terms by you, any joint account holders, or authorized users you permit to use your Card or related information in Apple Pay. You must use your best efforts to cooperate with us and may also participate at your own expense in the defense of any such claim.

**Governing Law** - The provisions of this Agreement will be governed by federal law and, to the extent that state law applies it will be governed by the laws of the State of Pennsylvania. If a court decides not to enforce a part of this Agreement, this Agreement will then read as if the unenforceable or invalid part were not there. All provisions in this Agreement are subject to any restrictions under applicable law.

**Change in Terms** - We may change the terms of this Agreement at any time. We may modify or cancel the eligibility to use your Card with Apple Pay at any time, without notice. You cannot change these terms, but you can terminate them by removing your Card from Apple Pay. Pinal County reserves the right to refuse any transaction for any reason.

**Notices** - Notices from you to us will be effective upon our receipt and reasonable time to process. Pinal County may notify you concerning these Terms and use of your Card in Apple Pay by posting the notice on our website, by email, phone or physical mail using the address we have on file for you.

**Intellectual Property** - Apple Pay and Apple are trademarks of Apple Inc., registered in the U.S. and other countries.