

## **Apple Pay Terms and Conditions for Innovations FCU Members**

These Terms and Conditions govern your use of eligible debit or credit cards issued by Innovations Federal Credit Union (each, a "Payment Card") when you add, attempt to add, or keep a Payment Card in the Apple Pay™ wallet ("Wallet") on any iPhone®, iPad®, or other mobile device ("Device") that supports the Wallet.

These Terms and Conditions also represent your agreement with Innovations Federal Credit Union regarding the use of your eligible debit or credit card account with the Apple Pay service. Within these Terms, "you", "your", or "user" refer to the member whose name is located on the Payment Card or any authorized user of the Payment Card. "INNOVATIONS FCU", "we", "our", or "us" refer to Innovations Federal Credit Union. The Apple Pay service herein includes the Wallet.

### **I. Relationship to Apple**

The Apple Pay service is a service offered exclusively by Apple using eligible Apple devices. INNOVATIONS FCU does not own, operate, or control Apple Pay (including the Wallet), and is not responsible for any service provided to you by Apple or by any third party engaged by Apple. We likewise are not responsible for any information or other services provided to you by Apple or any other third parties associated with the Apple Pay service. We are not liable for any failure or performance of the Apple Pay service.

You understand that your use of the Apple Pay service will also be subject to agreements or terms of use with Apple Inc or other parties. Apple and Apple Pay are registered trademarks of Apple Inc.

### **II. Relationships to Other Agreements**

Your enrollment into the Apple Pay service does not impact any other agreement we have with you. The terms of use for your Payment Card which were provided to you at account opening and amended from time to time remain in full force and effect regardless of whether or not you use the Apple Pay service. For the avoidance of confusion, any transaction you make with your enrolled INNOVATIONS FCU Payment Card using the Apple Pay service will be considered the same as if you had used your Payment Card in person to conduct the transaction and all applicable fees and interest (in the event of an enrolled credit card) will apply per the terms of your cardholder agreement with us.

### **III. Eligibility**

In order for us to authorize your use of your INNOVATIONS FCU issued Payment Card within the Apple Pay service, your Payment Card and the underlying account must be in good standing and you must not be restricted from using Apple Pay based upon any limitations imposed by Apple, your wireless service provider, and / or any third party associated with Apple Pay.

### **IV. Device Eligibility**

You are required to have an eligible Apple device in order to use this service. Apple, at its sole discretion, determines which Apple devices are eligible to be used with the Apple Pay service. Devices which have been unlocked in an unauthorized fashion ("jail- broken") or otherwise modified are not eligible to use Apple Pay.

You acknowledge that use of an ineligible mobile device with the Apple Pay service is expressly prohibited, constitutes a breach of these Terms and is grounds for us to temporarily suspend, permanently terminate, or otherwise deny further access to your Payment Card in the Apple Pay service. We are not liable to you for the effects (third party or otherwise) of such termination or suspension.

For a complete list of eligible devices that support Apple Pay, please see:

<https://www.apple.com/apple-pay/>

## V. Fees

We do not charge any fees for using the Apple Pay service. Please review your INNOVATIONS FCU account agreement for any applicable fees, interests, or other charges associated with your Payment Card.

You are responsible for any fees or other charges that your wireless carrier, Apple, or other third parties may impose.

We reserve the right to institute charges for account access or for additional transactions or features in the future, but only after written and/or electronic notification to you at least 30 days in advance of the date such charges will take effect.

## VI. Suspension of Payment Card

We may block, suspend, or cancel use of your INNOVATIONS FCU issued Payment Card within the Apple Pay Service. We may take these actions at any time and for any reason, such as if we suspect fraud with your Payment Card, your Device becomes lost or stolen, or if applicable laws change.

## VII. Electronic Contact

You agree to receive electronic communications from us, including emails to the email address you have provided in connection with your Payment Card account. These electronic communications will relate to your use of the Apple Pay Service.

You agree to update your email address when it changes by contacting us.

## VIII. Data Privacy

You agree that we may collect, transmit, store, and use certain information about you and your use of your Payment Card in the Apple Pay Service. The transmission, storage, and usage of this data are governed by the privacy policy applicable to your Payment Card or the underlying account.

You understand and acknowledge that third parties, such as Apple and Visa, will have access to certain details regarding eligible Payment Card transactions made using the Apple Pay service.

You understand that information that is provided to or held by Apple or other third parties in relation to the Apple Pay service is outside the control of INNOVATIONS FCU. Any information you disclose to Apple or any other third party is subject solely to their security policies and governed by their respective privacy policies and not the INNOVATIONS FCU privacy policy applicable to your Payment Card or the underlying account.

## **IX. Indemnity**

You agree to indemnify, defend, and hold INNOVATIONS FCU harmless from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of your use of the Apple Pay Service, any negligent or intentional action or inaction, and/or any breach of the Terms and Conditions of this Agreement. You agree that this paragraph shall survive the termination of this Agreement for any reason.

## **X. Your Responsibilities**

### **A. Payment Card enrollment in the Wallet**

If you want to add a Payment Card to the Wallet, you agree to follow the procedures adopted by Apple and any further procedures we adopt. We may not add a Payment Card to the Wallet if we cannot authenticate the Payment Card or if we otherwise suspect that there may be fraud associated with the Payment Card. The Wallet allows you to make purchases using an added Payment Card wherever the Wallet is accepted. The Wallet may not be accepted at all places where your Payment Card is accepted.

### **B. Report Lost or Stolen Devices or Payment Cards**

If you enroll in Apple Pay and your device is lost or stolen, or you have reason to believe that your device has been compromised, including that of your fingerprint reader, PIN, or other security device, you agree to contact us immediately so that we can take action to disable your Payment Card for use within the Apple Pay service. Given that your device can be used like a Payment Card to make purchases, you must notify us in the event your device is lost or stolen with the same urgency as if your actual Payment Card is lost or stolen. If you fail to notify us, you may be liable for all or a portion of the losses associated with unauthorized use of your Payment Card whether that use was through the Apple Pay service or not.

### **C. Security**

You are solely responsible for maintaining the confidentiality of your Apple User ID, Apple passwords, device passwords and any other means that you may use to securely access Apple Pay on your device. If you share these credentials with anyone, that person may be able to use your Wallet to make purchase or obtain access to your personal and payment information available through the Apple Payment Service.

You agree to safeguard your device at all times and not leave it unattended.

### **D. Account Ownership/Accurate Information**

You represent that you are the legal owner of the account(s) and other financial information which may be accessed via the Apple Pay Service. You represent and agree that all information you provide to us in connection with the Apple Pay Service is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using the Apple Pay Service. You agree not to misrepresent your identity or your account information. You agree to keep your account information confidential, up to date and accurate. You represent that you are an authorized user of the Device you will use to access the Apple Pay Service.