

## **Terms of Use for Apple Pay.**

These Terms of Use govern your access consent and use of your PrimeSource Credit Union (PSCU) credit and debit cards in the Apple Pay application and related features and services offered through PSCU. (Terms)

1. **Apple Pay & Mobile Card Service.** Apple Pay is available for the purpose of purchasing goods and services with a compatible wireless mobile phone or device with merchants who accept Apple Pay as a form of payment. Apple Pay enables you to create and store virtual representations of your eligible PSCU Cards and add account information on your supported device creating a "Mobile Card" that will permit you to use your Mobile Card to authorize and make payments at merchant's point of sale terminals or readers without your plastic PSCU Card. Your Mobile Card may not be accepted at all places where your PSCU Card is accepted. The purchase transactions with your PSCU Card as a Mobile Card will still be governed by your PSCU Card Agreement. Apple's Terms & Conditions for the Service describe your rights and obligations regarding the Service.

2. **Eligibility & Enrollment.** Only PSCU Cards that we indicate are eligible can be added as a Mobile Card. If your PSCU Card or underlying account is not in compliance with the PSCU Card Agreement, that PSCU Card will not be eligible to enroll as a Mobile Card. You can add an eligible PSCU Card as a Mobile Card by registering the Card through Apple Pay by following the authentication and enrollment requirements.

3. **Card & Service Responsibility.** You are solely responsible for maintaining the security of your Apple User ID and password. If you share these credentials with any other person, you expressly authorize them to access your personal information, your accounts and use your Mobile Card. PSCU is not the provider of the Apple Pay and Mobile Card service, and we are not responsible for providing the service to you. We are only responsible for supplying information securely to the Apple Pay and Mobile Card provider to allow use of your PSCU Card as a Mobile Card. We are not responsible for any failure of the Apple Pay and Mobile Card service, or the inability to use your Mobile Card for any transaction. We are not responsible for the performance or non-performance of these service providers or any other third parties regarding any agreement you enter into with the Mobile Card.

4. **Limitation of Liability.** PSCU IS NOT RESPONSIBLE FOR THE SERVICE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, AND PSCU IS NOT RESPONSIBLE FOR THE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT. WITH REGARD TO THE SERVICE, PSCU MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY OR THE IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE AND RELATED WARRANTIES AND REPRESENTATIONS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY PSCU WILL CREATE A WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SHOULD THE SERVICE PROVE DEFECTIVE, PSCU ASSUMES NO LIABILITY FOR THE COSTS OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

5. **Information Sharing & Privacy.** By enrolling and using Apple Pay and creating a Mobile Card, you authorize PSCU to collect information from Apple to verify your identity and to enable you to use a Mobile Card and the Apple Pay service. You agree that we may share your information with Apple and Mobile Card service providers, payment networks, and others in order to provide the services you have requested, to make information available to you about your Mobile Card transactions. PSCU will provide your information in accordance with PSCU's Privacy Policies. Apple and its service providers are

contractually obligated to keep this information confidential. Your privacy and the security of your information are set forth in our Privacy Policy applies to your use of your Mobile Card. We do not control the privacy and security of your information that may be held by these providers, which is governed by the privacy policy given to you by these providers.

6. Discontinuing the Service. Upon your request or for our protection, we can block, restrict or suspend a PSCU Card from use as a Mobile Card at any time. You may delete or remove an PSCU Card as a Mobile Card through the Apple Pay service. You can terminate these Terms at any time by removing all PSCU Cards from the Mobile Card service. We can terminate these Terms at any time. We can also change these Terms, or add or delete any items in these Terms, at any time. We will provide notice if required by law.

7. Contacting You Electronically. By enrolling you consent to receive electronic communications and notices from us in connection with your PSCU Card and the Mobile Card by email or on your device. You agree that we can contact you by email at any email address you provide to us in connection with your service enrollment or any PSCU account.

8. Consent. By enrolling in the service, you are agreeing to receive this Consent electronically and agreeing and acknowledging that you have read and agree to be bound by this Consent and your acceptance will be considered binding as if you provided a manual signature. If you do not agree to provide this Consent or otherwise do not want to use the Service, please do not proceed with enrollment.