

TERMS AND CONDITIONS FOR APPLE PAYMENT SERVICES

Thank you for using your Orange County's Credit Union debit card (the "Card") and choosing to use an Orange County's Credit Union card (a "Mobile Card") (a "Payment Card") in the Apple Pay® application ("Apple Pay") offered by Apple®. The following terms and conditions (these "Terms") govern your use of any Payment Card in Apple Pay or Apple features or services (collectively, "Apple Payment Services") available on Apple payment-supported iOS devices ("Devices"). These Terms are a legal agreement between you and Orange County's Credit Union ("we," "us," "our," or "Credit Union") and govern any Payment Card you may use in Apple Pay. By using your Payment Card, you acknowledge and agree to the following terms and conditions, the terms and conditions disclosed on the Account Agreement, Truth-in-Savings, and Electronic Funds Transfers Disclosure Agreement, and any future amendments to these disclosures (collectively, the "Agreement").

PLEASE READ THESE TERMS CAREFULLY. BY CREATING, ACTIVATING OR USING YOUR PAYMENT CARD, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT CREATE, ACTIVATE OR USE A PAYMENT CARD.

1. Use of the Payment Card. Apple Pay enables you to create virtual representations of your Card on your Device that will permit you to use your Device to enter into transactions with merchants that accept Apple Pay. Your Payment Card may not be accepted at all places where your Card is accepted. You agree to use your Payment Card only with a Device properly equipped with Apple Pay and to comply with all terms and conditions applicable to the Apple Payment Services.
2. Eligibility. To be eligible for the Apple Payment Services, you must be a Member of Orange County's Credit Union in good standing. If you do not maintain Membership with us in good standing, we may revoke your card privileges, including your ability to use the Apple Payment Services. You can add an eligible Card to the Apple Payment Services by following the instructions provided by Apple. Only Cards that we indicate are eligible can be added to the Apple Payment Services.
3. Card Terms Do Not Change. The account agreement that governs your Card does not change when you enroll your Card in the Apple Payment Services and create and use a Payment Card. Your Payment Card simply provides another way for you to make purchases with your Card. Purchases and other transactions you make with a Payment Card are governed by the account agreement for the Card you used to create your Payment Card. Any applicable interest, fees and charges that apply to your Card will also apply when you use your Payment Card and the Apple Payment Services.
4. Charges. We do not currently charge any fee for creating or using your Payment Card. Your wireless company, data service provider, Apple and other third party providers may charge fees in connection with your use of the Apple Payment Services. You will be solely responsible for all fees that may be imposed by any third parties for your use of any Payment Card, such as data usage or text messaging charges.
5. Privacy. While creating your Payment Card, we may collect certain information to verify your identity, to enable you to use a Payment Card and facilitate your participation in the Apple Payment Services. You authorize Credit Union to collect, use and share your information in accordance with the applicable Orange County's Credit Union privacy notice.
6. Security. You are solely responsible for maintaining the confidentiality of your Apple User ID, Apple passwords and any other means that you may from time to time have to access the application. If you share these credentials with anyone, that person may be able to use your Payment Card(s) and get access to your personal and payment information available

through the Apple Payment Services. Call us immediately at the Credit Union telephone number printed on the back of your Card if you believe your Device or authentication credentials have been lost, stolen or compromised in any way or an unauthorized person has used or may use your credentials without authorization.

7. Disclaimer of Warranties. Orange County's Credit Union is not the provider of Apple Pay or Apple Payment Services. We are not responsible for the security, accuracy, legality, or any other aspect of the content or function of Apple Pay or any third party's products or services provided in connection with the Apple Payment Services. We are only responsible for supplying information securely to allow usage of the Payment Card. We are not responsible for any failure of Apple Pay or your inability to use Apple Pay for any transaction. Orange County's Credit Union will not be liable to you for any circumstances that interrupt, prevent or otherwise affect the functioning of any Payment Card, including unavailability of the Apple Payment Services or your wireless service, network delays or limitations, system outages, or interruption of a wireless connection. Orange County's Credit Union hereby disclaims any responsibility for the Apple Payment Services or any wireless service used to access, use or maintain a Payment Card. Because your use of a Payment Card involves electronic transmission of personal information through third party connections and we do not operate or control these connections, we cannot guarantee the privacy or security of these data connections. We are not responsible for and do not provide any support or assistance for any third-party hardware, software or other products of services, including any Apple Payment Service or your Device. You expressly acknowledge and agree that your use of any Payment Card is at your sole risk. To the fullest extent permitted by law, any Payment Card is provided to you "as-is" and "as-available" with all defects that may exist from time to time and without warranty of any kind. Orange County's Credit Union hereby disclaims all warranties and conditions with respect to any Payment Card. We do not warrant that the operation or availability of a Payment Card will be uninterrupted or error-free or that defects in a Payment Card will be corrected.
8. Changes; Termination. We reserve the right for any reason to discontinue offering or supporting any Payment Card or stop participating in the Apple Payment Services. Except as otherwise required by applicable law, we may block, restrict, suspend or terminate your use of any Payment Card at any time without notice and for any reason, including violation of these Terms or any Agreements, if we suspect fraudulent activity or as a result of the cancellation or suspension of your Card account. You agree that we will not be liable to you or any third party for any block, suspension, cancellation or termination of your use of any Payment Card. We can also change these Terms, or add or delete any items in these Terms at any time. We will provide notice as required by law. You are deemed to be aware of and bound by any changes to these Terms by your continued access to and use of any Payment Card. If you do not accept any revisions to these Terms, your sole and exclusive remedy is to terminate your use of all your Payment Cards.
9. Notices. You agree to receive notices and other communications from us concerning these Terms and your use of a Payment Card by e-mail to the e-mail address we have on file for the Card account, by telephone at the telephone number you provide to us, by contacting you at the current address we have on file for you, or through the messaging capabilities of Apple Pay.

REFERENCES

Orange County's Union Credit Union disclosures can be found at:

Account Agreement, Truth-in-Savings, and Electronic Funds Transfers Disclosure Agreement: <https://www.orangecountyscu.org/pdfs/AccountAgreement.pdf>

Privacy Notice: <https://www.orangecountyscu.org/pdfs/disc-occu-privacy-notice.pdf>