

ALMA BANK APPLE PAY TERMS AND CONDITIONS

The following terms and conditions (these "Terms") govern your use of eligible cards issued by Alma Bank (each, a "Digital Card ") when you add, attempt to add, or keep a Digital 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 legal agreement with Alma Bank regarding the use of your eligible card account with the Apple Pay service. Within these Terms, "you", "your", or "user" refer to the Alma Bank customer whose name is located on the Digital Card or any authorized user of the Digital Card. "We", "our", or "us" refer to Alma Bank.

By using your Digital Card , you acknowledge and agree to the following terms and conditions, the terms and conditions disclosed Account Opening Disclosure (the "Disclosure"), the Electronic Funds Transfer Disclosure, Disclosure of Account Information, and any future amendments to these Agreements (collectively, the "Agreement").

I. Third Party Agreements and Support

The Apple Pay service is a service offered exclusively by Apple using eligible Apple devices. Alma Bank 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 Digital 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. Your cardholder agreements with us contain arbitration provisions which also apply to your use of your Digital Card through the Apple Pay service. For the avoidance of confusion, any transaction you make with your enrolled Alma Bank Digital Card using the Apple Pay service will be considered the same as if you had used your Digital 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 Alma Bank issued Digital Card within the Apple Pay service, your Digital 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.

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 Digital 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/>

IV. **Charges**

Alma Bank does not charge any fees for using the Apple Pay service. Please review your Alma Bank account agreement for any applicable fees, interests, or other charges associated with your Digital 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.

V. **Privacy**

We are committed to respecting the privacy of your information and we will not share your information in a manner that is inconsistent with the Privacy Notice.

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

VI. **Indemnity**

You agree to indemnify, defend, and hold Alma Bank 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

VII. **Your Responsibilities**

A. **Digital Card enrollment in the Wallet**

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

B. **Report Lost or Stolen Devices or Digital 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 Digital Card for use within the Apple Pay service. Given that your device can be used like a Digital 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 Digital 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 Digital 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.

VIII. Suspension and Cancellation

In addition to any rights of termination, cancellation, suspension and closing of your Alma Bank Account as set out in Your Account Terms, we reserve the right for any reason (on giving reasonable notice where possible) to discontinue offering or supporting any Digital Card or to not participate in the Apple Pay service. We may block, restrict, suspend or terminate your use of any Digital Card if you breach these Terms, Your Account Terms, the Apple Pay Terms, any Third Party Agreements or if we suspect any fraudulent activity, device becomes lost or stolen, or if applicable laws change.

In addition, please note that Apple reserves the right to block, restrict, suspend, or terminate your use of the Digital Card and/or change the functionality of the Apple Pay services without reference to us. You agree that in such circumstances we will not be liable to you or any third party.

You may remove any of your Digital Cards from Apple Pay at any time by pressing the appropriate button or link in Apple Pay on your Enabled Device. In these circumstances you authorize us to continue to process any outstanding transactions on your Digital Card.

IX. Changes to these Terms of Use

We reserve the right to revise these Terms of Use at any time and you are deemed to be aware of and bound by any changes to these Terms of Use by your continued access to or use of any Digital Card date of the most recent change to these Terms is shown at the top of these Terms. If you do not accept any revisions made to these Terms of Use, your sole and exclusive remedy is to cancel your use of and delete all Digital Card (s) from all Wallets

X. **Notices**

You agree to receive notices and other communications from us concerning these Terms and your use of a Digital 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.