

Apple Card Participant Terms of Use

Welcome to Apple Card!

You have been invited to use an Apple Card account (the “**Account**”) as a Participant.

Apple Card is issued by Goldman Sachs Bank USA, Salt Lake City Branch (“**Bank**”, “**we**”, “**us**”, or “**our**”). By accepting the invitation to use the Account as a Participant, you are agreeing to be bound by, and to use the Account in accordance with, these Apple Card Participant Terms of Use (“**Terms**”). This is a legal agreement between you and us. Please read these Terms carefully and keep a copy for your records. You may request a current version of these Terms at any time by contacting us as set forth in the Contacting Us section below. The Account is subject to the terms of the Apple Card Customer Agreement (the “**Card Agreement**”) between us and the holder(s) of the Account (each an “**Owner**”). A current version of the Card Agreement may be found on the Bank’s website. Any terms that are capitalized but not defined in these Terms have the meaning given to them in the Card Agreement.

THESE TERMS REQUIRE CLAIMS TO BE ARBITRATED AND FORBID CLASS ACTIONS UNLESS YOU EXERCISE YOUR RIGHT TO REJECT ARBITRATION AS PROVIDED IN THE ARBITRATION PROVISION BELOW.

PARTICIPANT USE OF THE ACCOUNT

You understand that you are being granted access to, and use of, the Account pursuant to the authorization of an Owner. By authorizing you to use the Account, the Owner has instructed us to issue a Card to you. The Owner(s) of the Account will be responsible for your use of the Account, including for repaying any amounts owed due to your use of the Account. While you, as a Participant, are not individually responsible for repaying amounts owing under the Account, you agree to only use the Account in a manner that is consistent with the terms of the Card Agreement. The terms of the Card Agreement apply to your use of the Account.

As a Participant, you may use the Account to make Transactions as authorized by the Owner(s), but you do not otherwise have all of the rights or responsibilities of an Owner. You understand that your use of the Account is subject to the Credit Limit on the Account and any other limits or restrictions we or an Owner may place upon your use or access to the Account. The Owner(s) will have access to information about your use of the Account. You will be able to access certain information about your use of the Account, including information about your Transactions. However, you will not have access to all information about the Account. If you cease to be a Participant, you may lose access to some or all of this information. Daily Cash earned by the Owner(s) from your use of the Account may be made available to you. For more information about the Daily Cash Program, see the Card Agreement.

ELIGIBILITY TO BE A PARTICIPANT

To be eligible to use an Account as a Participant, you must:

- Be at least 13 years of age or older;
- Be a citizen or lawful resident of the United States;
- Have an Apple ID associated with an iCloud account that is in good standing with Apple;
- Have a valid email address associated with the Apple ID;
- Have Apple’s two-factor authentication turned on for the Apple ID; and
- Have an Apple device that has a version of iOS or iPadOS that supports the use of the Account and sharing your Account, has internet access, has a passcode enabled, and is associated with the Apple ID.

LEAVING THE ACCOUNT

Your role as Participant on this Account may end in several ways:

- You may ask to be removed from this Account at any time by contacting us;
- An Owner may remove you at any time, with or without cause;
- We may also remove you at any time, with or without cause; and
- We may offer you the ability to leave this Account and become a Participant or accountholder on another Account, subject to any criteria or requirements in effect at the time.

If you cease to be a Participant on this Account for any reason, you must immediately stop using the Account, including by means of any Cards. You may also lose access to information about this Account. Any Daily Cash earned by the Owner(s) from your use of the Account which has not been transferred to an Apple Cash account or otherwise redeemed will not be available to you.

CONTACTING US

You can contact us with questions or other matters about your use of the Account by:

- Using Messages;
- Calling us toll-free at 877-255-5923; or
- Writing to us at Lockbox 6112, P.O. Box 7247, Philadelphia, PA 19170-6112.

If you attempt to contact us by other means, we may not receive your message and may not be able to respond in a timely manner, or at all.

PROTECTING ACCOUNT INFORMATION, CREDENTIALS, AND ELIGIBLE DEVICES

You are responsible for maintaining the security of any Cards, Eligible Devices and their passcodes, Apple IDs, and Credentials. If you authorize or allow anyone else to use the Account (e.g., by providing your physical Card or the passcode to your Eligible Device, allowing a third party to set up Face ID or add their fingerprint to use Touch ID, or otherwise providing any of your Credentials to a third party), the person may be able to make Transactions using the Account, and the Owner(s) will be liable for all Transactions made on the Account by that person.

UNAUTHORIZED TRANSACTIONS

IMMEDIATELY inform the Owner(s) and contact us if you believe any physical Card or any Eligible Device with a Card has been lost or stolen, any Credentials have been compromised, or the Account has been accessed without your permission.

CHANGES TO THESE TERMS

Subject to applicable law, we may change any provision of these Terms, or add new provisions, at any time in our sole discretion. If we are required by law to provide you with notice of any changes to these Terms, we may do so in accordance with the "Electronic Communications Agreement" below. Subject to applicable law, your continued access to or use of the Account following any change in terms, and delivery of any required notice, shall be deemed to be your acceptance of such modified version of these Terms.

CHANGES TO YOUR INFORMATION

You must promptly notify us of any change to your name, mailing or email address, or phone number by contacting us. We may rely on your email address or mail address as it appears on our records and any email address that you associate with your Apple ID for any and all Account communications we send to you unless and until you notify us of any changes. We may also, in our sole discretion, update your mailing address if we receive a notification of change from the U.S. Postal Service.

AUTHORIZATION FOR CREDIT BUREAU REPORTS

You authorize us to obtain one or more credit bureau reports (also known as consumer reports) and other information about you from credit bureaus and/or other third party sources for use in (1) allowing you to access and use the Account; (2) offering other products and services; and (3) other purposes permitted by law. Upon your request, we will inform you whether or not a credit bureau report was obtained and the name and address of the credit bureau that furnished the report. We may verify your age, social security number, residence and other identifying information as permitted by applicable law.

IMPORTANT INFORMATION ABOUT JOINING AN ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, we may need to obtain, verify, and record information about you, including your age, social security number, residence and other identifying information as permitted or required by applicable law. You represent and warrant that any information you provide in connection with your use of the Account is accurate, complete and true in all respects.

COMMUNICATIONS

You understand and agree that we may always communicate with you using any technology or methods that are permitted by law and that do not require your prior consent. You also agree that we may communicate with you using an automatic telephone dialing system and through the delivery of artificial and/or prerecorded voice messages. Some of the ways we may contact you include calls, emails, text messages, device-level notifications, and other electronic notification methods supported by the software you use to access your Account. These communications may relate to the Account or your relationship with us more generally. We may communicate with you using any telephone numbers (including wireless, landline and voice over IP numbers) or email addresses that you give or have given to us. You understand and agree that anyone with access to your telephone, email account or Eligible Device may listen to or read the messages that we leave or send you. You agree that we will not be liable for any charges that you incur in connection with any communications that we send to you.

You agree to notify us immediately if you change telephone numbers or are no longer the subscriber or usual user of a telephone number that you have given to us. You agree that we may monitor, record, retain and reproduce your telephone calls and other communications with us. To the extent you have a right under applicable law, you can withdraw your consent to receive text messages through a telephone network (e.g., SMS), calls to your Eligible Device, or calls through a telephone network, that are made with an automatic telephone dialing system or that deliver a prerecorded and/or artificial voice message. To revoke your consent, you must contact us in accordance with these Terms.

REPORTING INFORMATION TO CREDIT BUREAUS

WE MAY REPORT INFORMATION ABOUT THE ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS OR OTHER DEFAULTS ON THE ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

If you believe that we have reported incorrect information about the Account to a credit bureau, you should contact us, or you can write us at Lockbox 6112, P.O. Box 7247, Philadelphia, PA 19170-6112. Please include your name, address associated with the Account, the email address associated with your use of the Account, telephone number and a description of the information you believe is incorrect and why. If available, please include a copy of the credit bureau report in question.

OTHER IMPORTANT INFORMATION

Governing Law

These Terms are entered into between you and us in the State of Utah. These Terms will be governed by and construed in accordance with federal law and any applicable laws of the State of Utah without regard to rules concerning conflicts of law or choice of law.

Delay in Enforcing our Rights

The failure by us to enforce at any time any of the provisions of these Terms, to exercise any election or option provided in these Terms, to require at any time your performance of any of the provisions of these Terms, or to enforce our rights under applicable law will not in any way be construed as a waiver of such provisions, election, option, performance or rights.

Severability

These Terms are the complete and final expression of the agreement between us and you with respect to your use of the Account, and these Terms may not be contradicted by any alleged oral agreement. Subject to the special rule in the Arbitration Provision section, if any provision of these Terms is found to be invalid or otherwise unenforceable, or declared invalid or otherwise unenforceable by order of court, change in applicable law, or regulatory authority, that provision will continue to be enforceable to the extent permitted by that court, law or agency, and the remainder of that provision will no longer be considered part of these Terms. All other provisions of these Terms will remain in full force and effect.

Language

You agree that you can understand English-language communications and agree that the English-language version of all communications will be binding. The section headings and descriptions in these Terms are for convenience only and do not in any way limit or define your or our rights or obligations in these Terms. As used in these Terms, the term "including" means "including, but not limited to."

Assignment

You may not sell, assign or transfer any of your rights or obligations under these Terms. However, we may sell, assign or transfer the Account or any of our rights and obligations under these Terms, without restriction and without your prior consent. Any attempted sale, transfer, or assignment by you without our prior written consent will be null and void.

Service Providers

We may also use service providers in connection with providing services related to your use of the Account. In doing so, we may permit one or more of our service providers to exercise any of our rights, rely on any consents or permissions that you have granted to us, and enforce any of your obligations on our behalf.

Intellectual Property Rights to Apple Cash

All intellectual property rights, including all patents, trade secrets, copyrights, trademarks, and moral rights, in Apple Cash are owned by Apple Inc., and all text, graphics, software, photographs and other images, videos, sound, trademarks, and logos are owned either by Apple Inc. or its licensors. Nothing in these Terms gives you any rights in respect of any intellectual property owned by Apple Inc., its licensors or third parties, and you acknowledge that you do not acquire any ownership rights by using the Account.

ARBITRATION PROVISION

This section is an arbitration provision and contains important information that affects your legal rights. PLEASE READ IT CAREFULLY.

This arbitration provision shall also apply to any Claims (as defined below) brought by or against Apple Inc. or any of its affiliates ("Apple").

Acknowledgment of Arbitration

You are being provided access to and use of the Account on the basis of your agreement to this arbitration provision. By agreeing to these Terms, unless you reject arbitration as provided below, you acknowledge that **YOU ARE GIVING UP THE RIGHT TO LITIGATE CLAIMS (AS DEFINED BELOW) AND THE RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION.** You hereby knowingly and voluntarily **WAIVE THE RIGHT TO BE HEARD IN COURT OR HAVE A JURY TRIAL** on all Claims subject to these Terms. You further acknowledge that you have read this arbitration provision carefully, agree to its terms, and are entering into these Terms voluntarily and not in reliance on any promises or representations whatsoever except those contained in these Terms.

How to Reject this Arbitration Provision

YOU MAY REJECT THIS ARBITRATION PROVISION BY CONTACTING US USING MESSAGES, CALLING US, OR WRITING TO US, AND STATING THE FOLLOWING: (I) YOUR NAME; (II) THE EMAIL ADDRESS ASSOCIATED WITH YOUR USE OF THE ACCOUNT; (III) YOUR ADDRESS; AND (IV) THAT YOU ARE EXERCISING YOUR RIGHT TO REJECT THIS ARBITRATION PROVISION (A "**REJECTION NOTICE**"). **YOUR REJECTION NOTICE MUST BE RECEIVED WITHIN 90 DAYS AFTER WE APPROVE YOUR USE OF THE ACCOUNT AS A PARTICIPANT.** IF YOUR REJECTION NOTICE COMPLIES WITH THESE REQUIREMENTS, THIS ARBITRATION PROVISION WILL NOT APPLY TO YOU, EXCEPT FOR ANY CLAIMS SUBJECT TO PENDING LITIGATION OR ARBITRATION AT THE TIME YOU SEND YOUR REJECTION NOTICE. ANY REJECTION NOTICE THAT COMPLIES WITH THIS PROVISION WILL APPLY TO BOTH US AND APPLE. IF OTHER PERSONS ARE OBLIGATED ON OR PERMITTED TO USE THE ACCOUNT, YOUR REJECTION NOTICE IS LIMITED ONLY TO YOU. ANY OTHER PERSONS MUST SEND THEIR OWN REJECTION NOTICE IN ACCORDANCE WITH THE TERMS OF THEIR AGREEMENT WITH US. REJECTION OF THE ARBITRATION PROVISION WILL NOT AFFECT YOUR OTHER RIGHTS OR RESPONSIBILITIES UNDER THIS ARBITRATION PROVISION OR THESE TERMS.

Definitions

For purposes of this arbitration provision, the following definitions apply:

- "**Claim**" means any claim, dispute, or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present or future), including initial claims, counter-claims, cross-claims, and third-party claims, arising from or relating to: (i) the Account, these Terms, your use of the Account or your relationship with us; (ii) any servicing of the Account or interactions with you related to the Account by us, Apple, or our or Apple's agents or service providers; (iii) advertisements, promotions or statements related to these Terms or the Account; (iv) credit bureau reporting related to the Account; and (v) your access to and use of the Account from or using any products or services provided by Apple.
- "**You**" and "**your**," for purposes of this arbitration provision, mean each and every person who uses or attempts to use the Account as a Participant subject to these Terms, except as otherwise provided in this arbitration provision.

Arbitration

You or we may elect, without the other's consent, to resolve any Claim by individual binding arbitration unless the Claim has been filed in court and trial has begun or final judgment has been entered. Even if a Claim is litigated in court, you or we may elect arbitration of any Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit. You or we may also elect arbitration of a Claim that the parties initially opted to litigate in court if that Claim is later modified (including to be asserted on a class, representative or multi-party basis or to seek different or additional relief).

Notwithstanding the foregoing, only a court and not an arbitrator may decide any dispute or controversy about the validity, enforceability, coverage or scope of this arbitration provision, all of which are for a court and not an arbitrator to decide. However, disputes or controversies about the validity or enforceability of these Terms as a whole are for the arbitrator and not a court to decide.

JAMS (1-800-352-5267, jamsadr.com) will serve as the default arbitration administrator. Claims may also be referred to the American Arbitration Association ("AAA") (1-800-778-7879, adr.org). You may obtain copies of the current rules, forms, and instructions for initiating an arbitration directly from JAMS or the AAA. Claims may also be referred to another arbitration administrator, if you and we agree in writing, or to an arbitrator appointed pursuant to Section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "FAA"). You and we agree that any arbitration proceedings initiated hereunder shall be kept confidential.

Other Claims Subject to Arbitration

In addition to Claims made by or against either you or us, Claims made by or against anyone connected with you or us or claiming through you or us (including any employee, agent, representative, affiliated company, predecessor or successor, heir, assignee or trustee in bankruptcy) are subject to arbitration as described herein.

Exceptions

We agree not to invoke our right to arbitrate any individual Claim you bring in small claims court or an equivalent court with jurisdiction so long as the Claim is pending only in that court.

Individual Claims Only

Claims may be submitted to arbitration on an individual basis only. **Claims subject to this arbitration provision may not be joined or consolidated in arbitration with any Claim of any other person or be arbitrated on a class basis, in a representative capacity on behalf of the general public, or on behalf of any other person, unless otherwise agreed to by the parties in writing.** Claims by or against corporate affiliates will be considered a single claim. The arbitrator has no authority to award any relief not available in an individual action in court or award any declaratory, injunctive or other relief primarily for the benefit of the general public. Further, unless you and we both otherwise agree in writing, the arbitrator may award relief only in favor of your individual Claim. The arbitrator may not award relief for or against any other person, whether directly or indirectly.

Procedure

A single arbitrator will resolve the Claims. The arbitrator will be a lawyer with at least ten years of experience who is a former or retired judge and will be selected by the parties; provided, however, that if the parties are unable to agree upon an arbitrator within seven (7) days after delivery of the Demand for Arbitration, then the arbitrator will be appointed by the arbitration administrator. The arbitration shall comply with the arbitration administrator's rules (the Streamlined Arbitration Rules for JAMS and the Consumer Arbitration Rules for AAA) in effect on the date the arbitration is filed, except where there is a conflict or inconsistency between the arbitration administrator's rules and procedures and this arbitration provision, in which case this arbitration provision will govern. The arbitration will be conducted in English unless the parties otherwise agree in writing. Any in-person arbitration hearing for a Claim will take place within the federal judicial district in which you live or at such other reasonably convenient location as agreed by the parties. The arbitrator will apply applicable substantive law consistent with the FAA and will honor all claims of privilege and confidentiality recognized at law. All statutes of limitations that would otherwise be applicable will apply to any arbitration proceeding. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Except as otherwise provided in this arbitration provision, the arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any appropriate court may enter judgment upon the arbitrator's award. This arbitration provision is made pursuant to a transaction involving interstate commerce and is governed by the FAA.

Additional Arbitration Award; Attorneys' Fees

If we make a final written settlement offer before the arbitrator is selected and the arbitrator rules in your favor for an amount greater than that final offer, or if we do not make a final written settlement offer before the arbitrator is selected and the arbitrator rules in your favor on the merits of your Claim, the arbitrator's award will include: (1) any money to which you are entitled, but in no case less than \$10,000; (2) twice the amount of your reasonable attorneys' fees, or the amount of attorneys' fees to which you are entitled under applicable law, whichever is greater; and (3) your costs and expert and other witness fees. If we prevail in arbitration, we will not be entitled to recover our attorneys' fees even when permitted to do so under applicable law.

Arbitration Fees

We will pay any arbitration fees (including the arbitrator's fees and any filing, administrative, hearing or other fees charged by the arbitration administrator) in connection with any Claims. You will be responsible for any other costs that you incur in connection with any Claim unless applicable law provides otherwise. Any arbitration award will apply only to the specific case and cannot be used in any other case except to enforce the award.

Survival

This arbitration provision shall survive the termination of the Account or these Terms, any assignment or sale of the Account or these Terms, and the termination, assignment or sale of any and all rights under the Account or these Terms. In the case of an assignment or sale of these Terms, the Account or any and all rights thereunder, the buyer will be bound by and may enforce the terms of this arbitration provision. If any portion of this arbitration provision is deemed invalid or unenforceable, it will not invalidate the remaining provisions of this arbitration provision or these Terms, except that if any part of the "Individual Claims Only" provision is found in a court proceeding to be invalid or otherwise unenforceable with respect to a Claim (and that determination becomes final after all appeals have been exhausted), then this arbitration provision (except for this sentence) will not apply to that Claim.

ELECTRONIC COMMUNICATIONS AGREEMENT

The Bank and Apple and each of their designees, service providers and affiliates (together, for purposes of this electronic communications agreement, "we", "us", or "our") may need to provide you with certain information, agreements, notices or disclosures in writing in connection with your use of the Account and any programs relating to the Account or Apple Card more generally (each, a "Communication"). You confirm your ability, and provide your consent, to receive Communications required to be delivered in writing electronically from us instead of in paper form.

Electronic Communications & Signatures

Communications that may be provided electronically include, but are not limited to, the following:

- Agreements (including these Terms), disclosures, and any changes to and updated versions of agreements and disclosures;
- The Apple Card Privacy Policy, as well as annual notices and other disclosures regarding the Privacy Policy;
- Information regarding the Account, or any other agreement between you and us, including your transaction histories and other activity;
- Notices to you of the resolution of any billing error regarding your use of the Account, if applicable; and
- Inquiries and notices to you about Transactions made with the Account.

You also acknowledge that you and we may use electronic signatures. Without limiting the foregoing, you further agree that Communications may be provided to you via email, text message, device-level notifications, or other electronic notification methods supported by the software you use to access the Account. Communications may also appear on any device that you use to access your email, or any device that is associated with your Apple ID, has internet access and has a version of iOS, iPadOS, watchOS, or macOS (as applicable) installed on such device that supports the use of Apple Card.

Minimum Hardware and Software Requirements

In order to receive Communications, you must meet the following minimum hardware and software requirements:

- Have an Apple device that has a version of iOS or iPadOS that supports the use of Apple Card, has internet access, has a passcode enabled, and is associated with your Apple ID; or have a device that has a supported browser and is capable of accessing HTML websites to view and retain documents in commonly used electronic formats, including by downloading or emailing documents to an email account to which you have access. Supported browsers are Safari 7 or later, Firefox 34 or later, Chrome 37 or later, Opera 24 or later, or Edge 83 or later;
- Have an Apple ID associated with an iCloud account that is in good standing with Apple, as well as a valid email address associated with your Apple ID; and
- Have Apple's two-factor authentication turned on for your Apple ID that is associated with your iCloud account.

We may change these requirements from time to time. In order to retain Communications, you will need the ability to electronically store or print Communications.

You agree to maintain a valid email address and you agree that we may send Communications to the email address that is associated with your Apple ID. Therefore, you agree to maintain a valid email address associated with your Apple ID for as long as you use the Account. In any event, it is your responsibility to review all Communications that are electronically provided to you. We may, at our discretion, mail paper copies of Communications to you, in addition to or instead of sending them to you electronically.

Requesting Paper Copies; Withdrawing this Consent

You may, free of charge, request copies of Communications in paper or non-electronic form by contacting us as set forth in the Contacting Us section of these Terms. You have the right to withdraw your consent at any time, at which point we may remove you from the Account. In order to withdraw your consent, contact as set forth in the Contacting Us section of these Terms. In order to update your email address, please visit the Apple ID support website and update your Apple ID.

Survival

Unless you withdraw your consent as set forth above, which you may do at any time, this electronic communications agreement shall survive the termination of the Account or these Terms, any assignment or sale of the Account or these Terms, and the termination, assignment or sale of any and all rights under the Account or these Terms.