

## Apple Bank Digital Card Services Agreement

This Agreement, along with the terms and agreement governing your applicable Apple Bank for Savings account(s) and Visa® debit card, describe your rights and obligations when using Apple Bank Digital Card Services (the “Service”) through Apple Bank for Savings (“Apple Bank” or “Bank”), a New York state-chartered savings banking corporation, Member FDIC. This Agreement also describes the Bank’s rights and obligations for the Service.

Accessing the Service (A) acts as your legal signature, and (B) constitutes acceptance of this Agreement. The applicable Apple Bank account fees, terms, and agreement that govern your Visa® debit card, and Electronic Notice Disclosure and Consent, as amended from time to time, are incorporated by reference as part of this Agreement.

### 1. TERMS AND CONDITIONS; ACKNOWLEDGMENTS

By using the Service, you acknowledge:

1.1 Receipt of the Visa® Digital Card Services Software License. The Service is provided by Visa under license to the Bank. Visa and the Bank reserve the right to change any terms and conditions without notice or your consent, unless required by law. Customer use of the Service is subject to technology, regulatory, and/or other limitations;

1.2 You release the Bank, Visa and their respective Affiliates from any liability related to the data generated by the Service offering, which is provided on an “as is” and “as available” basis. You must promptly report any problems associated with the Service and comply with all laws, rules, regulations and instructions relating to the Service;

1.3 Your debit card number (“PAN”), mobile phone number(s) and/or email addresses will be collected;

1.4 Data and messaging charges from your telecommunications or internet provider may apply. You are responsible for any such charges. In the event your enrolled mobile device is lost or stolen, you agree to update your enrollment information and make the appropriate changes to disable the use of such device. You understand the risks associated with using a mobile device, and that in the event of theft or loss, your confidential information could be compromised.

1.5 By registering in the Service, you authorize the Bank and/or Visa to contact you at any email or number you provide, from which you contact us, or at which we believe we can reach you, and that we may contact you for any reason, including regarding use of the Service, and regarding any other products or services we are providing to you or which we provide to you in the future. You authorize us to contact you in any manner, including by means of automated dialing devices, prerecorded messages, email communications, wireless push notifications, or text messages, even if you are charged for receiving the communication and even if you will receive the communication on a mobile or wireless device. You agree that such calls are not unsolicited and that we may monitor and/or record them. You also agree to receive emails from us to any address where we reasonably believe that we may contact you.

1.6 Visa is not responsible and/or liable for verifying your identity prior to transmitting an alert or notification;

1.7 If you have any questions about the information referenced above or do not wish to accept this Agreement, please contact us at (516) 365-7201 or for TDD at (800) 824-0710 before continuing. You can also contact us at [custline@applebank.com](mailto:custline@applebank.com); and

1.8 You may have other rights granted by law. This Agreement does not affect such rights.

### 2. SERVICE ELIGIBILITY

2.1 To be eligible for the Service you must be the holder of a Visa® Debit card linked to a valid and open Apple Bank account. In addition, you must have:

- A U.S. mobile telephone account (prepay or monthly contract) with a participating operator;

- A compatible mobile phone or browser. The following minimum requirements must be met by your device: A smart phone with ability to support a downloadable application (e.g. iPhone and Android); A mobile device with internet browsing (mobile web) capability; Have at least 64Kb of free memory; Be configured with the standard internet data connectivity settings for your network operator (GPRS, EDGE, or EV-DO), in addition to your normal voice plan, which enables services such as internet browsing and email receipt and delivery from your mobile phone; Have space available in your mobile phone, e-mail, or service inbox to receive SMS (Text) and e-mail messages;
- To receive SMS (Text) Alerts only from the Service, the minimum device requirements are reduced to having free space in your mobile phone, e-mail, or service inbox to receive SMS (Text) and e-mail messages; and
- A postal address within the U.S.;

2.2 You can only register a participating Visa® debit card that you are lawfully entitled to use;

2.3 The Service can be used abroad in countries with compatible mobile networks, though fees/charges may apply. Fees associated with such transactions are your responsibility unless otherwise disclosed by the Service; and

2.4 You are responsible for ensuring that your use of the software application does not cause you to breach other agreement(s) to which you are a party (e.g., your mobile network operator).

### 3. REGISTRATION

3.1 It is your responsibility to ensure that your registration information is correct before final submission.

3.2 When you submit your registration, you are requesting to subscribe to the Service. We may reject your registration if you are not one of our customers or otherwise fail to satisfy the criteria referenced herein. If we accept your registration we will then send you a text message, which will allow you to download a mobile software application to your mobile phone. Use of the software application is subject to the terms and conditions of Visa's software license. By downloading the software application, you acknowledge you agree to and accept the terms of the software license.

3.3 When we receive your Visa® debit card information, we will automatically verify that the information entered is correct, and that the card account belongs to you. Upon verification, your card will be activated for the Service.

3.4 When you first use the Service on your mobile phone, you will be asked to choose a security passcode that you will need to enter each time you wish to use the Service. You must keep this passcode safe and not write it down or disclose it to anyone.

3.5 Refer to the [Apple Bank Debit Card Agreement and Disclosure Statement](#), the [Apple Bank Visa® Business Debit Card Agreement and Disclosure Statement](#) and the [About Your Apple Bank Accounts](#) disclosure brochure, for information regarding your account terms and conditions, including liability for unauthorized activity on your account.

### 4. THE SERVICE

4.1 The Service provides access to account information and enables certain debit card-related actions. Please note that we may add new services from time to time.

4.2 The complete range of services offered as part of the Service application may include:

- Balance inquiries;
- Transaction histories;
- Transfers between accounts associated with your registered card (e.g. Checking and Savings);

- SMS (text), Push (application), and Email alerts;
- Card Controls (Turn your Card on or off; Block transactions based on amount or location (through Geolocation intelligence);
- Alerts specific to Card activity (e.g., customize transaction notifications; fraud alerts, including geolocation-related threats, etc.);
- Location match;
- Google Pay™ – just tap to pay in store;

4.3 The Service is available 24 hours a day, 7 days a week, and 365 days a year apart from planned downtime, circumstances beyond our reasonable control, outages or limitations on any mobile phone network; and

4.4 You acknowledge we may withdraw or cancel all or part of the Service in our sole discretion and without notice.

## 5. AUTHORITY

5.1 You authorize Apple Bank, Visa® Inc., the payment networks, their processing agents and those acting on their respect behalves to act upon your payment instructions, or otherwise and (where relevant) to pay into and from your account(s) the amounts involved when a transaction has been authorized in the Service. You acknowledge and agree that your authority may be on an account that could otherwise be operated by two or more persons.

5.2 For joint accounts we will act on the instructions of either you or other account holder(s), but you are each responsible for all transactions carried out and for repayment of any resultant borrowing arising on your account.

## 6. SECURITY PROCEDURE

6.1 You must keep your security details confidential and take all reasonable precautions to prevent unauthorized or fraudulent use. Do not disclose your security details to others or record your security details in a way that may result in them becoming known to another person.

6.2 After initial registration we will never contact you (or ask anyone to do so on our behalf) requesting disclosure of your security details. If you receive any such request from anyone (even if they are using our name and logo and appear to be genuine), then it may be fraudulent and we recommend not supplying security details to them under any circumstances. You should report any such requests to us immediately.

6.3 If you suspect that anyone knows your security details, you must contact us immediately. If you fail to do so, you may be liable for unauthorized transactions on your account confirmed by use of your security details.

6.4 You will be responsible for all instructions received from us between the time you pass the security procedure until the time you exit from the Service. Please note that this includes any input errors or instructions sent by someone other than yourself. Do not leave your mobile phone unattended while you are still logged onto the Service.

6.5 You acknowledge that you are responsible for all transactions carried out using the Service on your mobile phone, which may include, but not be limited to, the payment of fees or other charges.

## 7. FEES, CHARGES

7.1 Currently, there is no fee or charge for the Service, but you should refer to your account agreement and cardholder regulations for details and other fees that may apply to your debit card. There may be other taxes and fees or charges related to the Service that are imposed by your mobile phone operator and you should contact your mobile operator for details of their charges (if any) for the Service. All charges include any applicable sales taxes.

7.2 You authorize us to debit automatically the card account you select for use with the Service for all charges in connection with your use of the Service. In the future, we may add to or enhance the features of the Service. By using such added features or enhancements, you agree to payment in accordance with the charges outlined in the cardholder regulations, your account agreement, or as are otherwise disclosed.

## 8. ADDING EXTRA CARDS

8.1 You may add cards and additional features to the Service in the software application at any time by following the in-app steps. We will verify each new card request before activating the card for the Service.

## 9. LIABILITY

**9.1 YOUR APPLE BANK VISA® DEBIT CARD, AND UNDERLYING ACCOUNT AGREEMENT, ARE GOVERNED BY SEPARATE TERMS AND CONDITIONS, INCLUDING PROVISIONS CONCERNING YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS.**

9.2 These Terms and Conditions do not exclude liability (if any) to you for any matter which it would be illegal for us to exclude or to attempt to exclude our liability;

9.3 We may not be liable for any losses you suffer arising from fraudulent use of your card where this results from you not keeping your security details safe;

9.4 If your mobile phone is lost or stolen, you must contact us (by contacting Apple Bank for Savings at (914) 902-2775 or for TDD at (800) 824-0710, as soon as is reasonably practicable, and in any case within 24 hours of the loss or theft. In addition, it is your responsibility to advise your mobile phone provider of the loss or theft of your mobile phone. Until you tell us that any of these things have happened we will continue to provide the Service to your mobile phone and we will not be liable if your account information becomes known to someone else as a result;

9.5 We are not liable for any error by you in entering any details when you use the Service (e.g. if you key in the wrong mobile number);

9.6 If we believe that you or someone else is using or has obtained, or may use or obtain the Service illegally, fraudulently or improperly, then we may cancel or suspend your use of the Service without notice;

9.7 We will not be liable to you if the Service is not available to you due to any planned downtime, circumstances beyond our reasonable control, or outages on any mobile phone network or where you are not in an area of mobile coverage; and

9.8 The Service application is provided "as is" and "as available" with no representation, guarantee, or warranty of any kind as to its functionality. We cannot guarantee that the application will be compatible with every type of mobile phone.

**9.9 APPLE BANK FOR SAVINGS, VISA INC. AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS AND THE MANUFACTURER OF YOUR MOBILE PHONE WILL NOT BE LIABLE FOR ANY INCIDENTAL, DIRECT, INDIRECT, PUNITIVE, ACTUAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR OTHER DAMAGES, INCLUDING LOSS OF REVENUE OR INCOME, PAIN AND SUFFERING, EMOTIONAL DISTRESS, OR SIMILAR DAMAGES, EVEN IF APPLE BANK FOR SAVINGS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL THE COLLECTIVE LIABILITY OF APPLE BANK FOR SAVINGS, VISA AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, LICENSORS, SERVICE PROVIDERS, CONTENT PROVIDERS, EMPLOYEES, AGENTS, OFFICERS, DIRECTORS AND THE MANUFACTURER OF YOUR MOBILE PHONE TO ANY PARTY (REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, OR OTHERWISE) EXCEED \$100.**

**9.10 IN NO EVENT WILL APPLE BANK FOR SAVINGS BE LIABLE FOR ANY DAMAGES, INCLUDING WITHOUT LIMITATION DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, LOSSES OR EXPENSES ARISING FROM THE SERVICES OR USE THEREOF OR INABILITY TO USE BY ANY PARTY, OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE, EVEN IF WE, OR OUR REPRESENTATIVES, ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES OR EXPENSES.**

**9.11 NEITHER YOU NOR WE SHALL BE ENTITLED TO JOIN OR CONSOLIDATE DISPUTES BY OR AGAINST OTHERS IN ANY COURT ACTION, OR TO INCLUDE IN ANY COURT ACTION ANY DISPUTE AS A REPRESENTATIVE OR MEMBER OF A CLASS, UNLESS THOSE PERSONS ARE JOINT ACCOUNT BORROWERS OR BENEFICIARIES ON YOUR ACCOUNT. This is so whether or not the claim has been assigned.**

#### 10. YOUR RIGHT TO CANCEL

10.1 If you wish to deactivate the Service, simply select the "Cancel Service" option in the Service, and follow the instructions. You should also delete the application from your mobile phone.

10.2 You are responsible for deleting the Service from your mobile phone when changing/disposing your device.

10.3 You agree that we will not be liable to you or any third party for modification or discontinuance of the Service.

#### 11. OTHER IMPORTANT INFORMATION

11.1 We have the right to change the terms of this Agreement, in the Bank's sole discretion, at any time. You will be notified of materials changes, to the extent required by law.

11.2 You may stop using the Service at any time. If you wish us to deactivate your account, simply select the "Cancel Service" option, follow the instructions, and then delete the Service from your mobile phone.

11.3 Our relationship with you and the formation, existence, construction, performance, validity and all aspects of this Agreement or of any term of this Agreement will be governed by the laws of New York State, whose courts shall have non-exclusive jurisdiction to settle disputes arising out of or in connection with this Agreement.

11.4 If you have any complaints about the Service please write to Apple Bank for Savings at 122 East 42<sup>nd</sup> St., New York, NY or call us via telephone at (516) 365-7201.

11.5 You acknowledge there may be third parties who have rights under this Agreement (including, without limitation, our suppliers, the software application developer and the manufacturer of your mobile phone) and, to the extent permitted by law, those third parties may exercise their rights under this Agreement even though they are not a party.