

# AmeriServ Financial

## Apple Pay Terms and Conditions

Last modified on August 14, 2015

**These Terms and Conditions apply** when you elect to enroll and use your eligible AmeriServ Check Card (debit card) within Apple Pay. These Terms and Conditions are a legal agreement and should be read carefully.

### **Definitions**

Within this document, "you" and "your" refer to the cardholder and/or any authorized user of the card. "We", "us", "our", and "AmeriServ" refer to AmeriServ Financial Bank, the issuer of the card.

### **Details Regarding Apple Pay Service**

The Apple Pay service is owned and operated exclusively by Apple Inc. and is offered on certain eligible Apple devices. AmeriServ and its affiliates do not own or operate Apple Pay and are not responsible for any information or services provided by Apple, your wireless service provider, or any other third parties associated with Apple Pay, or any type of defect, outage or failure in such services, including specifically any data security incident. **If you are experiencing difficulty with your Apple Pay-capable device, please contact Apple for assistance.** If you are experiencing difficulty with your AmeriServ Check Card, please contact us.

### **AmeriServ Cardholder Agreement and Underlying Account Terms**

The terms of use for your AmeriServ Check Card which were provided to you at the time of account opening and amended from time to time will still apply to your use of Apple Pay, and are not revoked, superseded, or changed as a result of your card's enrollment in Apple Pay. Apple Pay is simply another method by which you may choose to use your card in order to make purchases at locations which accept Apple Pay. Apple Pay may not be accepted at all locations where your card is accepted. Any applicable fees, interest, or other charges associated with your card or account will still apply when you choose to use your card within Apple Pay.

### **Device Eligibility**

You are only able to use your card within Apple Pay after your card has been enrolled into the service on an enabled device. An "enabled device" is defined as any Apple product that has been enabled to store the card credentials of a cardholder. This device may not be modified in any way which violates the manufacturer's guidelines, including (but not limited to) the disabling of hardware and/or software controls. A list of devices compatible with Apple Pay is available on Apple's website and the devices are subject to change without notice.

### **Card Eligibility**

You understand that not all cards issued by AmeriServ are eligible for enrollment within the Apple Pay service. Certain card types, including (but not limited to) cards which access business accounts and those which access Health Savings Accounts, are excluded. AmeriServ retains the right to refuse enrollment of any AmeriServ-issued card at our sole discretion. Reasons for enrollment refusal include (but are not limited to) our inability to authenticate the card or cardholder, suspicion of fraud associated with the card, or changes in applicable laws. In addition, both the card and the underlying account must be in good standing.

### **Merchant Eligibility**

You understand that not all merchants are obligated to accept payment via Apple Pay. Apple Pay is a service which requires the merchant to support specific point-of-sale hardware, and therefore you may not be able to use Apple Pay at certain locations where your AmeriServ Check Card is otherwise accepted.

### **Use of Apple Pay**

In order to use the Apple Pay service, your card(s) must be properly authenticated and added to an eligible enabled device. Once properly added, your card information is converted into a token which can only be used by the enabled device. This information can then be used to allow you to pay for goods and services at participating merchants using contactless point-of-sale terminals or readers which accept contactless payments using near-field-communication (NFC) technology. By selecting your card within Apple Pay, placing your device near a merchant's contactless point-of-sale terminal, and following the provided on-screen instructions, you are authorizing payment from your card for the purchase of those goods or services.

**YOU ACKNOWLEDGE THAT AMERISERV DOES NOT ENDORSE OR WARRANT ANY MERCHANT WHO CHOOSES TO ALLOW APPLE PAY AS A METHOD OF PAYMENT, AND WE ARE NOT RESPONSIBLE OR LIABLE FOR ANY LOSS OR DAMAGE AS A RESULT OF ANY INTERACTION BETWEEN YOU AND A MERCHANT. YOU FURTHER ACKNOWLEDGE THAT WE ARE NOT RESPONSIBLE OR LIABLE FOR YOUR INABILITY TO CONDUCT A TRANSACTION THROUGH APPLE PAY, OR ANY LOSS, INJURY, OR INCONVENIENCE YOU MAY SUFFER AS A RESULT OF A MERCHANT'S INABILITY TO ACCEPT APPLE PAY AS A METHOD OF PAYMENT.**

### **Fees**

AmeriServ does not currently charge a fee for adding a card to Apple Pay, nor do we charge any fees for the use of those cards within the Apple Pay service. We will notify you in advance of any fee changes. AmeriServ is not responsible for any fees which may be incurred by you through your wireless service provider, Apple Inc., and/or any third party which is associated with Apple Pay.

### **Lost or Stolen Information/Device**

If, at any time, you believe your device to have been lost or stolen, you believe that your Apple Pay authentication method (e.g. fingerprint or PIN) has been compromised, or if your card has been lost, stolen or used without your permission, you must notify us immediately. Failure to do so may make you liable for some or all of the losses in connection with any unauthorized use of your card.

### **Additional Offers or Services**

AmeriServ does not endorse or warrant any offers or services you may receive as a result of your use of Apple Pay. Should any third party (such as merchants) extend an offer such as a coupon, discount, rebate or other benefit in Apple Pay, you acknowledge that AmeriServ is not responsible or liable for any loss or damage as a result of your acceptance of any such offer.

### **Data and Privacy**

You agree that we may collect, transmit, store and use certain information about you and your use of your card in Apple Pay. The collection, transmission, storage and use of this data is governed by the privacy policy applicable to your card and the underlying account. We are committed to respecting the privacy of your information and we will not share your information in any way which is inconsistent with the privacy policy.

You understand that third parties, such as Apple and Visa, will have access to certain details regarding eligible card transactions made using the Apple Pay service and that this information which is provided to or held by Apple (or other third parties in relation to the Apple Pay service) is outside of the control of AmeriServ.

Information you disclose directly to Apple or any third party is subject to their privacy policies and may be used for different purposes outside of those written in the AmeriServ privacy policy. Please carefully review the portion of Apple's iOS Software License Agreement relating to how Apple may use your information.

**AMERISERV IS NOT RESPONSIBLE FOR ANY DATA THEFT, IDENTITY THEFT OR ANY OTHER LOSS OR INCONVENIENCE YOU MAY SUFFER AS A RESULT OF ANY VULNERABILITY, FAILURE, OUTAGE, OR OTHER DEFECT IN ANY HARDWARE, SOFTWARE OR PROCESS USED BY A MERCHANT OR BY THE APPLE PAY SYSTEM, OR ANY UNAUTHORIZED ACCESS TO OR USE OF YOUR DATA IN OR THROUGH THE APPLE PAY SYSTEM OR ANY MERCHANT'S SYSTEM.**

### **Your Responsibilities**

Just as with the traditional use of your card, you agree to protect and keep confidential all information associated with Apple Pay regarding your card, as well as your supported device. T h i s includes your Apple ID, Apple passwords, and all other information required for you to initiate purchases with your device. You agree to contact us immediately if you believe there are errors or if you suspect fraud on your card and/or account. We will resolve any potential error or fraudulent purchase in accordance with your current account agreement. AMERISERV WILL NOT BE RESPONSIBLE FOR ANY LOSSES YOU MAY INCUR EXCEPT AS SPECIFICALLY OUTLINED IN THE ACCOUNT AGREEMENT, OR AS OTHERWISE PROVIDED BY LAW.

### **Consent**

You agree to receive electronic communications from us including legal disclosures, agreements, and instructions relating to your account(s) associated with Apple Pay. You further agree that by providing a telephone number, email address, mailing address, and/or other contact information to us, you authorize us to contact you using the provided information regarding any of your AmeriServ accounts associated with Apple Pay. You also agree to keep this information current and acknowledge that if, at any time, you revoke this consent we may suspend or cancel your ability to use your card within the Apple Pay service.

### **Suspension or Cancellation of Services**

AmeriServ reserves the right to discontinue support of the Apple Pay service at any time and with no advance notice to you. We may also suspend or cancel the use of your eligible card within the service at any time, for any reason, and without advance notice to you.

**Intellectual Property** Apple Pay and Apple are trademarks of Apple Inc., registered in the U.S. and other countries.

### **Governing Law**

The provisions of these Terms and Conditions will be governed by federal law and, to the extent that state law applies, the laws of the Commonwealth of Pennsylvania that apply to your card or underlying account agreement. Should any terms of this agreement conflict with an applicable state or federal law, such state or federal law will replace the conflicting terms only to the extent required by law.

**We reserve the right** to make changes to these Terms and Conditions from time to time and for any reason, except as prohibited by law. Only if required by applicable law will we notify you of changes to these Terms and Conditions.