



## Terms of Use for Apple Pay

Effective Date: October 1, 2018

These Amegy Bank Terms of Use for Apple Pay ("Terms of Use") apply to and govern the use of an Amegy Bank Visa Credit Card or Amegy Bank Visa Debit Card that is added to Apple Pay and used in Apple Pay or related Apple features and services (collectively, the "Apple Payment Services."). If an Amegy Bank Visa Credit Card is added to Apple Pay, these Terms of Use are part of the Credit Card Agreement; if an Amegy Bank Visa Debit Card is added to Apple Pay, these Terms of Use are part of the Deposit Account Agreement; if an Amegy Bank OnCard Prepaid Debit Card is added to Apple Pay, these Terms of Use are part of the OnCard Prepaid Debit Card Agreement.

### 1. Definitions. In these Terms of Use,

- a. "We", "our", and "us" refer to Amegy Bank and "you" and "your" refer to each and every person who is authorized to use a Card added to Apple Pay.
- b. "Apple" means Apple, Inc.
- c. "Apple Device" means any device that is developed or authorized by Apple to support Apple Pay.
- d. "Apple Pay" means the mobile payment application developed by Apple that allows a user to pay for purchases by using a digital representation of a Card that has been stored on an Apple Device.
- e. "Card" means the digital representation stored on an Apple Device of an Amegy Bank Visa Credit Card or Amegy Bank Visa Debit Card added to Apple Pay.
- f. "Credit Card Account" means the credit card account associated with an Amegy Bank Visa Credit Card that is added to Apple Pay in a digital representation.
- g. "Credit Card Agreement" means the Amegy Bank Consumer or Business Credit Card Agreement and Disclosure Statement that governs a Credit Card Account.
- h. "Deposit Account" means the deposit account(s) accessible by an Amegy Bank Visa Debit Card that is added to Apple Pay in a digital representation.
- i. "Deposit Account Agreement" means the contract of terms and conditions, including the Consumer Debit Card ("Check Card") Cardholder Agreement and Disclosure Statement that governs a Deposit Account.

**2. Activating and Using Apple Pay.** By adding or attempting to add a Card to Apple Pay or by using a Card that has been added to Apple Pay, you agree to these Terms of Use, as they may be modified from time to time. If you add a Card to more than one Apple Device, these Terms of Use will apply to the Card on each such Apple Device and to the use of Apple Pay on each such Apple Device by you or anyone you authorize to use Apple Pay on such Apple Device. You understand and agree that your use of Apple Payment Services will also be subject to agreements or terms of use with Apple and other third parties.

**3. Making Payments through Apple Pay.** Once you add a Card to Apple Pay on an Apple Device, you may use the Apple Device to make payments utilizing the Amegy Bank Credit Card Account or Deposit Account associated with the Card (i) at any merchant that accepts Apple Pay or (ii) through Apple's in-app purchase payment system. At a merchant location you make a payment with Apple Pay by placing your Apple Pay-enabled Apple Device near a "contactless" point-of-sale terminal and activating the Apple Device's Touch ID. If the Card is an Amegy Bank Visa Credit Card, the payment will be charged to the Credit Card Account; if the Card is an Amegy Bank Visa Debit Card, the payment will be debited against the Deposit Account. To complete certain Apple Pay payments, a merchant may require you to present the Amegy Bank Visa Credit Card or Amegy Bank Visa Debit Card corresponding to the Card or a government-issued form of identification.

**4. Lost or Stolen Apple Device; Unauthorized Transactions.** If you believe your Apple Device has been lost or stolen or someone has used or may use your Apple Device or your credentials without your authorization, please immediately call the telephone number on the reverse of your physical Card.

**5. Protecting Your Apple User Credentials.** You agree to protect and keep confidential your Apple User ID, Apple passwords, and all other information required to use Apple Pay on an Apple Device. If you share these credentials with others, they may be able to use your Apple Device to make payments through Apple Pay or access personal and Card information available through Apple Payment Services. If you enable Touch ID on your Apple Device, anyone whose fingerprints can unlock your Apple Device can make purchases using Apple Pay on your Apple Device. Subject to the applicable Credit Card Agreement or Deposit Account Agreement governing the use of the Card used to make a payment through Apple Pay, you are responsible for all transactions made using the Card.

**6. Fees.** We do not charge you any fees to add a Card to Apple Pay or to use the Card through Apple Pay. However, Apple or other third parties, such as wireless companies or data service providers, may charge you fees in connection with your use of Apple Pay. We reserve the right to institute or change such fees after sending you prior notice.

**7. Questions Concerning Apple Pay or an Apple Device.** Questions concerning the use of Apple Pay or the operation of an Apple Device equipped with Apple Pay should be directed to Apple. We are not responsible for (i) providing Apple Payment Services to you; (ii) any failure of Apple Payment Services or any Apple Device equipped with Apple Pay; (iii) your inability to use, or the unavailability of, Apple Pay to make a payment in connection with any transaction; (iv) the performance or non-performance of Apple or any third party providing services on behalf of Apple in connection with any transaction involving Apple Payment Services; or (v) any loss, injury, or inconvenience that you sustain as a result of matters addressed subparts (i), (ii), or (iii) of this Paragraph.

**8. Billing Errors; Identity Theft.** You are responsible for identifying and notifying us of any billing errors that occur as a result of your use of a Card through Apple Pay. Refer to the Credit Card Agreement or the Deposit Account Agreement, as applicable, for further information on reporting billing errors and the procedures we will use to resolve any potential errors. IN THE EVENT OF ANY IDENTITY THEFT OR OTHER FRAUD OR UNAUTHORIZED USE OF A CARD THROUGH APPLE PAY, WE WILL NOT BE LIABLE FOR ANY LOSSES YOU INCUR EXCEPT AS PROVIDED BY APPLICABLE LAW AND THE EXPRESS TERMS OF THE CREDIT CARD AGREEMENT OR THE DEPOSIT ACCOUNT AGREEMENT, AS APPLICABLE.

**9. Terminating or Suspending Use of a Card; Blocking Transactions.** We reserve the right to terminate or suspend your use of a Card through Apple Pay and to block any transaction made with a Card through Apple Pay. You may remove a Card from Apple Pay by following Apple's directions for that procedure. You may not add a Card to Apple Pay or use a Card through Apple Pay at any time the related Credit Card Account or Deposit Account is not in good standing.

**10. Sharing of Apple Pay Information.**

- a. We may share your information with Apple, your Card network, and other third-parties in order to (i) add a Card to Apple Pay, (ii) provide Apple Payment Services that you request, including the display of your Apple Pay transactions on an Apple Device, or (iii) maintain or improve your ability to use Apple Pay or receive Apple Payment Services. You authorize Amegy Bank to collect, use, and share your information in accordance with our Privacy Notice and Online Privacy Statement, as they may be amended from time to time, and which are available at: [Amegy Bank Privacy Notice](#) and [Amegy Bank Online Privacy Statement](#). If you do not want us to share your information for these purposes, you must remove all Cards from Apple Pay.
- b. Use of Apple Payment Services involves the electronic transmission of information about your payment transactions to Apple through the facilities of third-parties, including your wireless carrier. We do not control how Apple receives, collects, or uses information it receives in connection with an Apple Pay transaction or how such information is sent to or from, or stored on, an Apple Device during the course of an Apple Pay transaction. We are not responsible for maintaining the security of the transmission of such

information at any point during the course of an Apple Pay transaction or the storage of such information on an Apple Device during or following an Apple Pay transaction. Nor are we responsible for any breach of security affecting any information sent to or from, or stored on, an Apple Device in connection with an Apple Pay transaction.

**11. Changes to Terms of Use.** We may change these Terms of Use at any time and from time to time. You agree to all such changes by your continued use of a Card or by keeping a Card in Apple Pay after the Effective Date shown on the first page of these Terms of Use, immediately below the caption. If you do not accept any changes to these Terms, you must remove all Cards from Apple Pay.

**12. Questions Concerning Your Credit Card Account or Deposit Account.** If you have questions about a Credit Card Account or Deposit Account associated with a Card, please contact us using the toll-free telephone number printed on the reverse side of the physical Card.

**13. Contacting You by Email and Electronically.** In connection with your use of a Card through Apple Pay,

- a. we may contact you by email at any email address you provide to us in connection with any Amegy Bank account;
- b. YOU CONSENT TO RECEIVE NON-MARKETING ELECTRONIC COMMUNICATIONS, INCLUDING SMS AND MMS, FROM US ON ANY APPLE DEVICE ON WHICH APPLE PAY HAS BEEN ACTIVATED, INCLUDING COMMUNICATIONS THAT ORIGINATE FROM THIRD PARTIES PROVIDING SERVICES TO AMEGY BANK. YOU MAY WITHDRAW THIS CONSENT AT ANY TIME, BUT IF YOU DO, YOU MUST REMOVE ALL CARDS FROM APPLE PAY; and
- c. you agree to notify us of changes to your contact information.

**14. Governing Law and Disputes.** These Terms of Use are governed by federal law and, to the extent that state law applies, the laws of the state of Utah regardless of where you may reside or use your Card at any time. Disputes arising out of or relating to these Terms of Use are subject to the dispute resolution provisions in, as applicable, your Credit Card Agreement or your Deposit Account Agreement.

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