

**CUMBERLAND VALLEY NATIONAL BANK**  
**TERMS AND CONDITIONS for use of Apple Pay**

These Terms and Conditions govern your use of eligible Debit card, Credit Card or Prepaid Card issued by Cumberland Valley National Bank (a "Card" or "Mobile Card") when you add, attempt to add, or keep a Mobile 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 agreement with Cumberland Valley National Bank regarding the use of your eligible Mobile Card account with the Apple Pay service. Within these Terms, "you", "your", or "user" refer to the cardholder whose name is located on the Mobile Card or any authorized user of the Card. "CVNB", "we", "our", or "us" refer to Cumberland Valley National Bank and Trust Company. The Apple Pay service herein includes the Wallet. These Apple Pay Terms and Conditions provided electronically are considered "in writing" and are available to you in a form you may keep at [www.cvnb.com](http://www.cvnb.com). Enrolling your CVNB Mobile Card into the Apple Pay service constitutes as acknowledgement and agreement to these Terms.

### **1. Relationship to Apple**

The Apple Pay service is a service offered exclusively by Apple using eligible Apple devices. CVNB 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.

### **2. 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 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. For the avoidance of confusion, any transaction you make with your enrolled CVNB Mobile Card using the Apple Pay service will be considered the same as if you had used your 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.

### **3. Eligibility**

You must have the power, authority and capacity to accept these Terms and Conditions. If you are a minor under the laws of the jurisdiction in which you enter into this agreement (under 18 in most

states), you must have obtained the consent from the legal guardian to add your Mobile Card to Apple Pay and, by creating or using the Mobile Card, you acknowledge and agree that you have received that consent. In order for us to authorize your use of your CVNB issued Mobile Card within the Apple Pay service, your 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.

The following CVNB debit, credit or prepaid cards may be used for Apple Pay:

- CVNB Debit Card (Consumer)
- CVNB MasterCard Credit Card
- CVNB Gold MasterCard Credit Card
- CVNB Platinum MasterCard Credit Card
- CVNB Cash Card (Reloadable Prepaid Card)

#### **4. Device Eligibility**

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 Mobile 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/>

#### **5. Fees**

We do not charge any fees for using the Apple Pay service. Please review CVNB’s Fee Schedule and your account agreement for any applicable fees, interests, or other charges associated with your 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.

#### **6. Suspension of Mobile Card**

We may block, suspend, or cancel use of your CVNB issued Mobile Card within the Apple Pay Service. We may take these actions at any time and for any reason, such as if we suspect fraud with your Card, your Device becomes lost or stolen, or if applicable laws change.

## **7. Electronic Contact**

You agree to receive electronic communications from us, including push notifications and/or emails to the phone number and/or email address you have provided in connection with your Mobile Card account. These electronic communications will relate to your use of the Apple Pay Service. You agree to update your contact information when it changes by contacting us at 800-999-3126.

## **8. Data Privacy**

You agree that we may collect, transmit, store, and use certain information about you and your use of your Mobile Card in the Apple Pay Service. The transmission, storage, and usage of this data are governed by the privacy policy applicable to your Mobile Card or the underlying account. You understand and acknowledge that third parties, such as Apple and MasterCard, will have access to certain details regarding eligible Mobile 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 CVNB. 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 CVNB's privacy policy applicable to your Mobile Card or the underlying account.

## **9. Indemnity**

You agree to indemnify, defend, and hold CVNB 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.

## **10. Other Limitations of Liability and Disclaimer of Warranties**

You are solely responsible for the selection, maintenance, security, and operation of your iPhone or other iOS device, software, email, and telecommunication, mobile, and internet service provider. CVNB expressly disclaims any and all liability as relates to the improper use of your iPhone or other iOS device and the access and transmission of data except as provided by statute. CVNB is not responsible for any errors or failures due to any malfunction of your hardware or software, the unsuitability of your device, or any virus, or problem that may be associated with the use of the device or its software.

## **11. Termination or Change**

We reserve the right, in our sole discretion and at any time, to discontinue or terminate this Service or access to your Mobile Card for Apple Pay, or to terminate, add, delete or change any term or condition of the CVNB Terms and Conditions for use of Apple Pay. We will provide you with notice of any such

termination or change as required by law. Your continued use of the Service will constitute your acceptance and agreement to any change in the Terms and Conditions.

## **12. Your Responsibilities**

### **A. Mobile Card enrollment in the Wallet:**

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

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