



Contract Number

22-154

SAP Number

Registrar of Voters

Department Contract Representative
Telephone Number

Stephenie Shea

387-4919

Contractor
Contractor Representative
Telephone Number
Contract Term
Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

Apple, Inc.

Non-Financial

6800001000

Briefly describe the general nature of the contract: *Updated terms for the non-financial iOS and iPadOS licensing agreement with Apple, Inc. to enroll Apple-branded products for mobile device management.*

FOR COUNTY USE ONLY

Approved as to Legal Form


Jelena Grider, Deputy County Counsel

Date 2/14/22

Reviewed for Contract Compliance



Date

Reviewed/Approved by Department



Date

2/18/22

ENGLISH

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EA1776

7/16/2021

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1. Overview

Apple Pay

Apple Pay allows you to:

- make contactless payments using credit, debit, and prepaid cards, including Apple Card and the Apple Cash card, in select locations, or within select apps or websites; and
- send person to person payments to other Apple Cash users.

Apple Pay and certain features of Apple Pay may only be available in select regions, with select card issuers, payment networks, merchants, and other third parties.

Wallet

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- rewards cards;
- transit cards;
- tickets;
- membership passes;
- car keys;
- home keys;
- hospitality keys;
- corporate badges;
- student ID cards; and
- driver’s license and state or government-issued identification cards (“ID Cards”).

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2. Eligibility

To use Apple Pay and Wallet, you must have (i) a supported Device running a version of operating software that supports the Services (latest version recommended and sometimes required), (ii) an Apple ID associated with an iCloud account that is in good standing with Apple, and (iii) Internet access (fees may apply). With the exception of Apple Cash Family and select e-money cards, Apple Pay Cards are only available to individuals aged 13 years or older, and may be subject to additional age-based restrictions imposed by iCloud or the relevant issuer, merchant, or other third party. Transit cards, e-money cards, ID Cards, corporate badges and keys are only available on iOS Devices.

If you are a parent or legal guardian of an iCloud Family (an “Organizer”), you may invite Family members, including those under age 13 (or the equivalent minimum age in the applicable country), to provision and use eligible transit cards in Wallet. As the Organizer, you will be responsible for all payments, purchases, and transactions made using the transit card that has been enabled for Family members, including those initiated by the Family member. Eligibility for, and use of, transit cards in Wallet are subject to the terms and conditions of the relevant transit agency. Organizers are responsible for complying with such terms and conditions and assume all risk related to enabling transit passes with other Family members. When a Family member leaves or is removed from the Family, the Family member will no longer be able to reload the transit card and will only be able to transact on the card until such time as the card account balance is zero.

If you are the owner of a car key, you can share your car key with others aged 13 years or older so they can unlock, access, and/or drive your car.

Home keys can only be added or removed from Wallet by adding or removing locks in the Home app or adding or removing yourself from a home in the Home app. If you are the administrator of a home in the Home app, any existing home keys will automatically be shared with people whom you have invited and who join your Home.

Apple Card is only available in the United States and is issued by Goldman Sachs Bank USA, Salt Lake City Branch (“Apple Card Issuer”). With the exception of Apple Card Family, Apple Card is only available to individuals aged 18 years or older (or older depending on your state of residence).

The Apple Cash card and the ability to send and receive person to person payments are only available in the United States, and are services provided by Green Dot Bank, member FDIC. In order to send or receive person to person payments in Apple Pay, you must have an Apple Cash card. With the exception of Apple Cash Family, the Apple Cash card and the ability to send and receive person to person payments are only available to individuals aged 18 years or older.

3. Use of the Services

Supported Cards and person to person payments are associated with the Apple ID you have signed into iCloud to use these features. When you add or remove keys, corporate badges, rewards cards, tickets, and membership passes in Wallet, the change may appear on your other Apple devices where you are signed in with your Apple ID. You will only be able to associate one ID Card for each state issuing authority with each Apple ID.

Apple Pay and Wallet are intended for your personal use and you may only provision your own Supported Cards or those transit cards or car and home keys that you have been invited to provision from an Organizer or owner. If you are provisioning a supported corporate card, you represent that you are doing so with the authorization of your employer and you are authorized to bind your employer to these terms of use and all transactions effected by use of this feature. If you are sending or receiving a person to person payment, you represent that you are doing so for your own personal, non-commercial

use. If you are provisioning an ID Card, you represent that you are doing so using your own personal information that accurately and truthfully represents you.

You agree not to use Apple Pay or Wallet for illegal or fraudulent purposes, or any other purposes which are prohibited by the License and these Supplemental Terms. You further agree to use Apple Pay and Wallet in accordance with applicable laws and regulations. You acknowledge that any false information submitted in connection with an ID Card may be a criminal offense under federal or state law. You agree not to interfere with or disrupt the Apple Pay or Wallet service (including accessing the service through any automated means), or any servers or networks connected to the service, or any policies, requirements, or regulations of networks connected to the service (including any unauthorized access to, use, or monitoring of data or traffic thereon).

If your access to or use of Apple Pay or Wallet is prohibited by applicable law, you are not authorized to access or use these Services. We are not responsible if you access or use the Services in any manner that violates applicable law.

4. Apple's Relationship With You

Your use of Apple Pay will be governed by these Supplemental Terms, as well as by the terms of the cardholder agreement you have in place with the relevant issuer, merchant, or other third party responsible for your Apple Pay Card.

Similarly, your use of Wallet Passes in Wallet will be governed by these Supplemental Terms, as well as by the terms of your agreement with the relevant merchant, transit agency, car and lock manufacturer, university, hotel, resort, corporation, state issuing authority, or other third party.

With the exception of certain features of Apple Pay provided by Apple Payments Inc. ("Apple Payments") described below, Apple does not process payments or other non-payment transactions made on your Apple Pay Cards. Apple has no control over, and is not responsible for, any payments, chargebacks, returns, refunds, rewards, value, discounts, access, identity verification, or other activity that may arise out of your use of Apple Pay or Wallet.

If there is any conflict between the terms of these Supplemental Terms and your agreement with the relevant issuer, merchant, state issuing authority, or other third party (each, a "**Third Party Agreement**"), the terms of these Supplemental Terms will govern your relationship with Apple, and the terms of the relevant Third Party Agreement will govern your relationship with such third party.

You agree that Apple is not a party to any of your Third Party Agreements, nor is Apple responsible for: (a) the content, accuracy or availability of any Supported Cards, purchases, transactions, or other activities while using Apple Pay or Wallet, including without limitation those made by Family members or others with whom you have shared your Supported Cards; (b) the issuance of credit or accessing eligibility for credit; (c) the issuance, suspension, or revocation of a driver's license or state identification card; (d) provisioning decisions made by an issuer, merchant, or other third party in connection with adding your Supported Card to Wallet; (e) your membership or participation in any merchant or partner program; (f) any accrual or redemption of rewards or stored value in connection with your Supported Cards; (g) funding or reloading of prepaid Supported Cards; (h) sending or receiving of person to person payments; or (i) loading, redeeming, or withdrawing money from your Apple Cash card.

When you apply for Apple Card, you are applying to open an account with the Apple Card Issuer. The financial institution responsible for offering Apple Card is subject to change, and your use of Apple Card is subject to their terms and conditions.

When you enable the Apple Cash features within Apple Pay, you are opening an account with Green Dot Bank. With the exception of the features of Apple Pay provided by Apple Payments, when you send or receive a person to person payment or load or withdraw money from your Apple Cash card, Green Dot Bank will be responsible for receiving and sending your money to the intended recipient. The financial institution responsible for offering Apple Cash and person to person payments within Apple Pay is subject to change, and your use of such features are subject to their terms and conditions.

The ability to use funds in your Apple Cash card to make payments to certain eligible businesses that you authorized (the “Direct Payments Service”) is a service provided by Apple Payments. Your use of the Direct Payments Service is subject to Apple Payments’ Direct Payments Terms and Conditions. Additionally, certain eligible businesses may allow you to authorize them to disburse funds to your Apple Cash card (each, a “Disbursement”). While Disbursements may be processed by Apple Payments, they are offered by the participating businesses that provide such funds and may be subject to certain additional terms and conditions of the disbursing businesses.

For all disputes or questions about Supported Cards or associated commerce activity, please contact your issuer or the applicable merchant, state issuing authority, or other third party. For questions regarding Apple Pay, Wallet, Apple Card or the Apple Cash card or person to person payments, please contact Apple Support.

5. Privacy

Apple’s collection and use of personal information is governed by the Apple Privacy Policy, available at <https://www.apple.com/legal/privacy/>. You can find detailed information on the personal information collected, used, or shared as part of your use of Apple Pay and Wallet by reading the relevant service specific privacy notices, including About Apple Pay and Privacy, which can be accessed on your Device, or within the Watch app on a paired Device, or by visiting <https://www.apple.com/legal/privacy/>. By using Apple Pay and Wallet, you agree and consent to Apple’s and its subsidiaries’ and agents’ transmission, collection, maintenance, processing, and use of all of the foregoing information, to provide these Services.

6. Security; Lost or Disabled Devices

PROTECTING YOUR SUPPORTED DEVICES AND CREDENTIALS LIKE YOU WOULD PROTECT YOUR PHYSICAL WALLET AND CARDS

Apple Pay and Wallet store virtual representations of your Supported Cards and should be protected as you would protect your physical wallet, keys, or credit, debit, prepaid, identity and other cards. You are solely responsible for maintaining the security of your Devices and your Apple ID, your Touch ID and Face ID information, the passcode to your supported Device(s), and any other authentication credentials used in connection with the Services (collectively, your “Credentials”). If you authorize or allow anyone else to use your supported Device (e.g., by providing your Device passcode to a third party or allowing a third party to add their fingerprint to use Touch ID or enable Face ID, or otherwise providing any of your Credentials to a third party), the person may be able to make payments, send, request, or receive person to person payments, withdraw money from your Apple Cash card, receive or redeem rewards, use value, unlock or otherwise access your car, room, office or home, impersonate your identity, or make other transactions with your Supported Cards in Wallet. In such event, you will be responsible for all payments, access, and transactions made by that person.

JAILBROKEN DEVICES

If you make unauthorized modifications to your Device, such as by disabling hardware or software

controls (sometimes referred to as “jailbreaking”), your Device may no longer be eligible to access or use the Services. You acknowledge that the use of a modified Device in connection with the Services is expressly prohibited, constitutes a violation of these Supplemental Terms, and is grounds for us to deny or limit your access to the Services.

ADDITIONAL SECURITY MEASURES

You may need to enable additional security measures, such as two-factor authentication for your Apple ID, in order to access particular features of Apple Pay, including Apple Card, the Apple Cash card, and person to person payments with Apple Pay. If you subsequently remove those security features, you may not be able to continue to access particular features of Apple Pay. Deleting the Face ID or Touch ID that is associated with your ID Card for presentment will require you to complete the entire ID Card provisioning process.

LOST OR STOLEN DEVICES

If your Device is lost or stolen and you have Find My iPhone enabled, you can use Find My iPhone to attempt to suspend the ability to transact with the virtual Supported Cards or sending person to person payments on that Device by putting it into Lost Mode. If your Device is in Lost Mode, your car key may be disabled in Wallet and you will no longer be able to access or start your car once you have left the vehicle or turned off the engine. Lost mode only affects keys on the lost Device. If you are the owner, you will no longer be able to share your car key or home key with others, but keys that have already been shared with others will not be impacted from their devices.

You can also erase your Device, which will attempt to suspend the ability to transact with the virtual Supported Cards or send person to person payments on the Device. You should also contact the issuer, merchant, or other responsible third party of your Supported Cards, or Apple in the case of your Apple Card or Apple Cash card, in order to prevent unauthorized access to your Supported Cards on Apple Pay and in Wallet.

If you report or Apple suspects fraudulent or abusive activity, you agree to cooperate with Apple in any investigation and to use any fraud prevention measures we prescribe.

7. Limitation of Liability

IN ADDITION TO THE DISCLAIMERS OF WARRANTIES AND LIMITATION OF LIABILITY SET FORTH IN THE LICENSE, APPLE DOES NOT ASSUME ANY LIABILITY FOR PURCHASES, PAYMENTS, ACCESS, IDENTITY VERIFICATION, TRANSACTIONS, OR OTHER ACTIVITY MADE USING APPLE PAY OR WALLET, AND YOU AGREE TO LOOK SOLELY TO AGREEMENTS YOU MAY HAVE WITH YOUR CARD ISSUER, PAYMENT NETWORK, FINANCIAL INSTITUTIONS, MERCHANT, STATE ISSUING AUTHORITY, OR OTHER APPLICABLE THIRD PARTY TO RESOLVE ANY QUESTIONS OR DISPUTES RELATING TO YOUR SUPPORTED CARDS, PERSON TO PERSON PAYMENTS, AND ASSOCIATED ACTIVITIES.

NOTICES FROM APPLE

If Apple needs to contact you about your product or account, you consent to receive the notices by email. You agree that any such notices that we send you electronically will satisfy any legal communication requirements.