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Contract Number

24-1143

SAP Number



Innovation and Technology Department

Department Contract Representative
Telephone Number

Jeremiah Thomas

(909) 388-0641

Contractor
Contractor Representative
Telephone Number
Contract Term

Apple, Inc.

N/A

N/A

Automatically renewing for successive one-year periods until terminated by either party

Original Contract Amount
Amendment Amount
Total Contract Amount
Cost Center

Non-Financial

N/A

Non-Financial

1200604048

Briefly describe the general nature of the contract: Ratify action taken by the Chief Executive Officer on September 19, 2024, to electronically accept the non-financial visionOS Software License Agreement, including non-standard terms, with Apple, Inc. for compatibility with Apple, Inc. branded electronic devices, automatically renewing for successive one-year periods until terminated by either party.

FOR COUNTY USE ONLY

Approved as to Legal Form

► *Bonnie Uphold*

Bonnie Uphold, Supervising Deputy County Counsel

Date 11/8/2024

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

►

Date

ENGLISH

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7/11/2024

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Apple Pay allows you to make contactless payments using credit, debit, and prepaid cards, as well as third party installment payment services, within select apps or websites. 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

Wallet allows you to store virtual representations of credit, debit, and prepaid cards to be used with Apple Pay (collectively, “Supported Cards”). Supported Cards may only be available in select regions and with select partners and Supported Cards may change from time to time.

2. Eligibility

To set up and 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 Account associated with an iCloud account that is in good standing with Apple, and (iii) Internet access or cellular data access (fees may apply). Subject to certain exceptions, Supported 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.

3. Use of the Services

Supported Cards are associated with the Apple Account that you have signed into iCloud to use these features.

Apple Pay and Wallet are intended for your personal use and you may only provision your own Supported Cards. 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 Apple Pay & Wallet Terms and all transactions effected by use of Apple Pay and Wallet.

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 Apple Pay & Wallet Terms. You further agree to use Apple Pay and Wallet in accordance with applicable laws and regulations. You agree not to interfere with or disrupt Apple Pay or Wallet (including accessing the Services through any automated means), or any servers or networks connected to the Services, or any policies, requirements, or regulations of networks connected to the Services (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

For purposes of this Section 4 only, "Apple" refers to, collectively, Apple Inc., Apple Payments Services LLC, and the respective Apple affiliates. Your use of Apple Pay will be governed by these Apple Pay & Wallet 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 Supported Card.

Apple is not a financial institution. Supported Cards are not issued or serviced by Apple, and Apple does not process payments or other non-payment transactions made on your Supported Cards. Apple has no control over, and is not responsible for, any payments, chargebacks, returns, refunds, funds transfers, rewards, value, orders, order fulfillment, or other activity that may arise out of your use of Apple Pay or Wallet.

Installment payments on Apple Pay are supported and managed by third party partners. If you choose to pay in installments or to purchase and pay later with a third party when using Apple Pay, you are contracting with the third party and eligibility determinations and repayment of your purchase obligation are governed by that third party's terms of service, which are presented to you during checkout. Apple is not a party to any agreement between you and that third party, and expressly disclaims all liability with respect to such installment payment services and agreements.

If there is any conflict between the terms of these Apple Pay & Wallet Terms and your agreement with the relevant issuer, merchant, 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, funds transfers, orders, order fulfillment, receipts, 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 or have access to your Device; (b) the issuance of credit or accessing eligibility for credit; (c) activities of issuers, merchants, or other third parties related to your use of Apple Pay or Wallet; (d) 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; or (g) funding or reloading of prepaid Supported Cards.

For all disputes or questions about Supported Cards or associated commerce activity, please contact your issuer or the applicable merchant or other third party. For questions regarding Apple Pay or Wallet, please contact (800) APL-CARE (800-275-2273).

5. Privacy

Apple's, Apple Payments Services', and the respective Apple affiliates' 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 affiliates 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, or credit, debit, prepaid and other cards. You are solely responsible for maintaining the security of your Devices and your Apple Account, your Optic 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 otherwise providing any of your Credentials to a third party), the person may be able to make payments use value or make other transactions with your Supported Cards in Wallet. In such event, you will be responsible for all payments, 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 Apple Pay & Wallet 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 Account, in order to access particular features of Apple Pay. If you subsequently remove those security features, you may not be able to continue to access particular features of Apple Pay.

LOST OR STOLEN DEVICES

If your Device is lost or stolen you can also erase your Device, which will attempt to suspend the ability to transact with the virtual Supported Cards on the Device. If you have set up a recurring payment transaction using Apple Pay, you will need to contact the relevant issuer or merchant to cancel the recurring payment. You should also contact the issuer, merchant, or other responsible third party of your Supported Cards in order to prevent unauthorized access to your Supported Cards on Apple Pay and in Wallet.

If you report or Apple or its affiliates suspect fraudulent or abusive activity, you agree to cooperate with Apple and its affiliates 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, APPLE PAYMENTS SERVICES, AND THE RESPECTIVE APPLE AFFILIATES DO NOT ASSUME ANY LIABILITY FOR PURCHASES, PAYMENTS, FUNDS TRANSFERS, ORDERS, ORDER FULFILLMENT, RECEIPT INFORMATION, 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, OR OTHER APPLICABLE THIRD PARTY TO RESOLVE ANY QUESTIONS OR DISPUTES RELATING TO YOUR SUPPORTED CARDS AND ASSOCIATED ACTIVITIES.

NOTICES FROM APPLE, APPLE PAYMENTS SERVICES, AND THE RESPECTIVE APPLE AFFILIATES

If Apple, Apple Payments Services, or an Apple affiliate needs to contact you about the Services, 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.