

Apple Pay Later Program Terms

Welcome to Apple Pay Later!

These Apple Pay Later Program Terms ("**Apple Pay Later Terms**") create a legal agreement between you ("**you**" and "**your**") and Apple Financing LLC ("**we**," "**us**," or "**our**") that govern your use of Apple Pay Later and any services that may be offered to you through Apple Pay Later, including closed-end loan products (the "**Services**"). These Apple Pay Later Terms supplement and are in addition to other terms and conditions that you have entered governing your use of Apple Pay Later, including the Electronic Communications Agreement and any Apple Pay Later Loan Agreement.

CONTACTING US

Except as explicitly set forth in these Apple Pay Later Terms, at our discretion, you can contact us with questions or other matters about Apple Pay Later, as defined below, by:

- Using Messages, the Apple app that lets you send text messages and iMessages to anyone with an iOS or iPadOS using iMessage; or
- Calling us toll-free at 1-866-732-7753.

Except as explicitly set forth in these Apple Pay Later Terms, if you attempt to contact us by other means, we may not receive your message and may not be able to respond in a timely manner, or at all.

CHANGES TO THIS AGREEMENT

Subject to applicable law, we may change any term of these Apple Pay Later Terms, or add new provisions, at any time in our sole discretion. If we are required by law to provide you with notice of any changes to these Apple Pay Later Terms, we may do so in accordance with the "Electronic Communications Agreement" we have already provided to you. Subject to applicable law, continued access to or use of Apple Pay Later following such notice shall be deemed to be your acceptance of such modified version of these Apple Pay Later Terms. If you do not agree to these Apple Pay Later Terms or any revised version of these Apple Pay Later Terms, you must stop using Apple Pay Later. If you may have one or more Loans outstanding, then the existing version of these Apple Pay Later Terms will apply while you repay your outstanding balance.

You can view, print, save and email current versions of these Apple Pay Later Terms at any time from your Apple Wallet, or you can request these Apple Pay Later Terms by contacting us.

Using Apple Pay Later

This section governs your participation in Apple Pay Later.

ELIGIBILITY

Apple Pay Later is intended solely for use in the United States, but may not be available in all of the fifty (50) United States. Any use of or access to Apple Pay Later by any nonresident or person under legal age in their state of residence is unauthorized and in violation of these Apple Pay Later Terms. To be eligible for and to participate in Apple Pay Later, you must:

- Be at least 18 years old (19 years old in Alabama) and a legal resident of one of the fifty (50) United States or the District of Columbia with the exception of the states and Territories where Apple Pay Later is not offered;
- Have an Apple ID associated with an iCloud account that is in good standing with Apple, as well as a valid email address associated with your Apple ID;
- Have Apple's two-factor authentication turned on for your Apple ID that is associated with your iCloud account; and
- Have enabled Apple Pay on an iOS device with a version of iOS installed that supports use of Apple Pay Later in your Wallet or an iPadOS device that has a version of iPadOS (as applicable) that supports the use of Apple Pay Later ("**Required Device**"). A Required Device must have internet access and a passcode enabled.

USING APPLE PAY LATER

When you use Apple Pay Later, you may be offered one or more closed-end loan products ("**Loan**" or "**Loans**") for the purchase of eligible goods or services at approved merchants. Each Loan that you obtain will be governed by a separate agreement ("**Loan Agreement**") between you and us. These Apple Pay Later Terms will continue in effect even after you obtain or repay a Loan, until these Apple Pay Later Terms are terminated.

When you obtain a Loan through Apple Pay Later, the terms of the Loan will be provided to you in your Loan Agreement. Depending on the details of your Loan and how your purchase is processed or confirmed by the merchant, your payment schedule ("**Payment Schedule**") will be made available to you by going to your Apple Wallet or by contacting us.

Each Loan that you request is subject to eligibility checks and approvals. We reserve the right to decline a Loan request at any time and for any reason. The terms of a Loan will be provided to you and you must agree to those terms in order to accept a Loan. We may limit your access to Apple Pay Later, including, the number of Loan requests that you make, the amount of any loan, and the number of Loans that you obtain.

We further reserve the right to restrict your access to Apple Pay Later or any other financial service offered by us if you are, or have been, in default under any Agreement with us or for any other reason, subject to applicable law.

You may only apply for a Loan using a Required Device. In order to ensure complete access to your Loan details, including any payment schedules and to receive required updates, you agree to maintain the latest version of iOS and iPadOS on your Required Devices.

You may use Apple Pay Later only as permitted by these Apple Pay Later Terms. You may not use Apple Pay Later for:

- Any illegal purpose or to purchase illegal goods or services;
- Any activity that violates any applicable law, statute, regulation, or ordinance or breach of these Apple Pay Later Terms or any other agreement or policy you have with us;
- The purchase of any of the following:
 - Counterfeit or stolen goods;
 - Firearms, weapons, or ammunition;
 - Fundraising or collections of donations;
 - Currency in any form, including virtual, digital, or cryptocurrency;
 - Gambling, casinos, and lotteries;
 - Gift cards;
 - Goods or services that promote hate, violence, or intolerance;
 - Investment or credit services;
 - Items that create consumer safety risks;
 - Items that are intended to be used to engage in illegal or fraudulent activities;
 - Loan or credit card payments;
 - Money transfers, cash advances, or cash equivalents;
 - Pornography;
 - Public Administration obligations such as alimony, bail, child support, or tax payments;
 - Staged digital wallets;
 - Subscription services deemed unacceptable by us;
 - Tobacco, marijuana, illegal drugs, or vaping products;
 - Any goods or services deemed unacceptable by us;
- Any purpose in any country or territory that is subject to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of Foreign Assets Control (OFAC), or with any person or entity subject to these sanctions; or
- Paying any debts to us.

By using or accessing Apple Pay Later, you also agree:

- You will not provide false, inaccurate or misleading information;
- You will not provide information belonging to any person other than yourself;
- You will not use any device, software, routine, file or other tool or technology, including but not limited to any viruses, trojan horses, worms, time bombs or cancelbots, intended to damage or interfere with Apple Pay Later or any products or services offered through Apple Pay Later or to surreptitiously intercept or expropriate any system, data or personal information from Apple Pay Later or any products or services offered through Apple Pay Later;
- You will not use Apple Pay Later to make any payment(s) on any existing loan(s) or outstanding debts;
- You will not commit unauthorized use of Apple Pay Later and systems, including but not limited, to unauthorized entry into Apple Pay Later's systems, misuse of passwords, or misuse of any information; and
- You will not take any action that imposes an unreasonable or disproportionately large load on Apple Pay Later infrastructure, including but not limited to attacks, "spam" or any other such unsolicited overload technique.

Credit Information & Credit Reporting

This section describes how we interact with credit bureaus regarding your Loans.

OBTAINING YOUR CONSUMER REPORT

You authorize us, including our service providers, successors, and assigns, to obtain consumer reports and other information about you from consumer reporting agencies at any time that these Apple Pay Later Terms are in effect, including when you apply for a Loan and periodically throughout the term of any Loan and after any Loan is repaid in full. You agree that we may use consumer reports and other information to determine your eligibility for a Loan, verify your identity, for purposes of servicing and collecting on a Loan, and for any other reason permitted by applicable law.

WE MAY REPORT INFORMATION ABOUT YOUR LOAN TO CREDIT REPORTING AGENCIES, INCLUDING NEGATIVE INFORMATION ABOUT LATE PAYMENTS, YOUR FAILURE TO MAKE ANY PAYMENTS YOU OWE US, OR OTHER DEFAULTS.

If you believe information that we reported to a credit reporting agency about you is incorrect, you may dispute the reported information by contacting us. Please include your name, address associated with your Loan, the email address associated with your Loan, telephone number, and a description of the information you believe is incorrect and why. If available, please include a copy of the credit report in question.

Communications

This section explains how we may contact you about matters relating to your relationship with us and what you should do to update us with your current contact information.

CONTACTING YOU

You agree that we and our loan servicers, and other agents may contact you using any technology and methods of our choice. This includes using an automated telephone dialing system or other similar system to contact you by email, text message, iMessage, device-level notification, pre-recorded voice call, or other electronic notification method supported by your telephone or the hardware and software you use to access Apple Pay Later or otherwise use to access email, text messages, iMessages, or other electronic notifications with respect to Apple Pay Later. We may use any telephone numbers (including wireless, landline and voice over IP numbers) or email addresses that you give to us or that you give to our loan servicers, or other agents in connection with the Apple Pay Later program or a specific Loan under the program, including through Apple Pay Later setup, application for an Apple Pay Later Loan, or subsequent updates to such contact information. You understand and agree that anyone with access to your telephone or email account or other electronic device on which you receive such communications may listen to or read the messages that we leave or send you. You agree that we will not be liable for any charges that you incur in connection with emails, text messages, iMessages, device level notifications or other communications that we or our agents and representatives send to you.

You agree to notify us immediately if you change telephone numbers or are no longer the subscriber or usual user of a telephone number that you give to us. You agree that we may monitor, record, retain and reproduce your telephone calls and other communications with us. At any time, you can withdraw your consent to receive text messages through a telephone network (e.g., SMS), and calls through a telephone network placed with an automated telephone dialing system or using a pre-recorded voice message. To revoke your consent with respect to such communications, you must contact us. Any revocation of consent will be applied across the Apple Pay Later program as to loans originated prior to the revocation. If you obtain a new Loan through Apple Pay Later after initially revoking consent, you acknowledge that agreeing to the terms of a new Loan will involve agreeing to a new authorization to communications, including but not limited to communications through automated telephone dialing systems, text messages, iMessages, and pre-recorded voice calls, across the Apple Pay Later program. You will, however, be able to withdraw such re-established consent at any time pursuant to the terms above and the terms of your Loan Agreement. Standard telephone minute, data and text charges may apply.

All communications will be dated based on Eastern Time.

NOTICES

Any written or electronic notice or communication we send to you will be effective when made available in your Apple Wallet, when sent to you electronically, or, if you have withdrawn your consent to electronic communications, when mailed to the address associated with you in our records. Any notice you send to us must be in writing and sent to: Apple Financing LLC, P.O. Box 149077, Austin, TX, 78714.

CHANGES TO YOUR INFORMATION

You must promptly notify us of any change to your name, mailing address, email address, or phone number by contacting us. We may rely on your email address or mail address as it appears in our records and any email address that you associate with a Loan for any and all Apple Pay Later communications we send to you unless and until you notify us of any changes. We may also, in our sole discretion, update your mailing address if we receive a notification of change from the U.S. Postal Service.

Other Important Information

This section provides additional information that is important to understanding your rights and obligations for your use of Apple Pay Later.

YOUR AGREEMENTS

You agree to provide us accurate and complete information, including in any request for a Loan. You agree that each Loan may be used solely for personal, family, or household purposes. You agree not to allow any other person access to your credentials to use Apple Pay Later on your behalf, but you will be liable for any activity by a person you authorize to use Apple Pay Later. You warrant and represent that you have the legal competence and capacity to execute and perform these Apple Pay Later Terms.

GOVERNING LAW

These Apple Pay Later Terms are governed by the laws of the State of your residence at the time you most recently accepted these Apple Pay Later Terms, except to the extent inconsistent with or preempted by federal law and except as otherwise stated in these Apple Pay Later Terms, without regard to principles of conflict of laws. Each Loan will be governed by the law described in the Loan Agreement for that Loan.

INFORMATION SHARING

You direct each of us to share all information that we have about you for purposes of offering Apple Pay Later, to consider any request that you make for a Loan, and to the fullest extent permitted by law. We may each use that information to offer Apple Pay Later to you, including making, servicing, or collecting Loans, and for analytics and research.

RETURNS AND CANCELLATIONS

Any return or exchange of a purchase that you make using an Apple Pay Later Loan is subject to the return policy of the merchant from which you made the purchase, and we are not responsible for any return or exchange. You must continue to make any remaining payments on any Loan even in the case of an actual or attempted return or exchange. If the merchant notifies us of a return or exchange and provides a refund to your Loan, then we will notify you and adjust your Payment Schedule. When you are due a refund, we will adjust your future payments based on the amount you still owe. If you had already paid more than the revised purchase amount, then we will credit back the excess amount to the original payment method. We may also mail a check to you.

If the merchant notifies you that any part of your purchase has been canceled, contact us to ensure your Loan is adjusted to reflect your revised purchase amount.

NO WARRANTIES

Except for the representations contained in these Apple Pay Later Terms, we do not make any representations or warranties to you or any other party with regard to your use of Apple Pay Later or any Loan, including, but not limited to, any implied warranties of merchantability or fitness for a particular purpose.

LIMITATION ON LIABILITY

In no event shall any party to these Apple Pay Later Terms be liable to any other party for any lost profits or special, exemplary, consequential or punitive damages, even if informed of the possibility of such damages.

NO WAIVER

The failure by us to enforce at any time any of the provisions of these Apple Pay Later Terms, to exercise any election or option provided in these Apple Pay Later Terms, to require at any time your performance of any of the provisions of these Apple Pay Later Terms, or to enforce our rights under applicable law will not in any way be construed as a waiver of such provisions, election, option, performance, or rights. Additionally, if we waive a particular obligation in one circumstance, it does not prevent us from subsequently requiring compliance with the obligation on other occasions.

THIRD PARTIES

There are no third-party beneficiaries to these Apple Pay Later Terms.

SEVERABILITY

If any provision of these Apple Pay Later Terms is held invalid, the remainder of these Apple Pay Later Terms shall continue in full force and effect. If any provision of these Apple Pay Later Terms are deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from these Apple Pay Later Terms and shall not affect the validity and enforceability of any remaining provisions.

ENTIRE AGREEMENT

These Apple Pay Later Terms, including all documents incorporated by reference, constitute and contain the entire agreement between you and us with respect to the matters addressed in these Apple Pay Later Terms and supersede any prior or contemporaneous oral or written agreements. The headings in these Apple Pay Later Terms are for reference only and will not be considered in the interpretation of these Apple Pay Later Terms.

ASSIGNMENT

You may not assign any of your rights or obligations under these Apple Pay Later Terms. We may assign any of our rights and obligations under these Apple Pay Later Terms, in whole or in part, without your permission and without any notice to you.

TERMINATION

We may terminate these Apple Pay Later Terms at any time, and we may terminate any request you make for a Loan. We will provide notice to the extent required by law.

AMENDMENT

We may amend these Apple Pay Later Terms at any time, which includes adding or deleting provisions. We will provide you notice of amendments to the extent required by applicable law. Any amendment proposed by you will be binding on us only if we agree to it in writing.

LANGUAGE

You agree that you can understand English-language communications and agree that the English-language version of all communications will be binding. As used in these Apple Pay Later Terms, the term "including" means "including, but not limited to."

ACCOUNT MANAGEMENT INFORMATION

Apple Wallet provides information that may help you manage your use of Apple Pay Later, including the repayment of Loans obtained through Apple Pay Later, and improve your financial health. This information is not intended as financial advice or as a substitute for a financial advisor.

SERVICE PROVIDERS

We may also use service providers in connection with your use of Apple Pay Later, in determining your eligibility for a Loan, verifying your identity, for purposes of servicing and collecting on a Loan, and for any other reason permitted by applicable law. In doing so, we may permit one or more of our service providers to exercise any of our rights, rely on any consents or permissions that you have granted to us, and enforce any of your obligations on our behalf.

TRANSACTIONS MADE IN FOREIGN CURRENCIES

All transactions, returns, and credits must be submitted to us in U.S. Dollars. If, in our sole discretion, we accept a transaction, return, or credit in a currency other than U.S. dollars, we reserve the right to convert such amount into U.S. dollars. We do not add any foreign exchange rate fee to these Transactions. The conversion will be performed by Mastercard International, the payment network associated with your Account (the "**Network**"). The Network follows its own methods for conversions that are subject to change. The conversion will occur on the day the transaction, return or credit is processed by the Network, which may be different than the date of the transaction return or credit. As a result, the conversion rate may differ from the rate as of a transaction date or the date a transaction is posted on your Loan.

Making Payments

This section explains how payments are made, and the services provided by Apple Payments Inc.

Apple Payments Inc. ("**Apple Payments**") will provide services to enable you to make payments for the Services and Loans. Apple Payments is a beneficiary of this section of the Apple Pay Later Terms and is entitled to rely upon and enforce your agreements in this section.

THE DIRECT PAYMENTS SERVICE

The "**Direct Payments Service**" allows you to use your debit card or other supported payment method (each, a "**Payment Method**") to make payments directly to us that you authorize (each, a "**Payment**"). There are no fees for using the Direct Payments Service. When you make a Payment to us utilizing the Direct Payments Service, you authorize Apple Payments to withdraw the necessary funds in accordance with your instructions, which may be provided either to Apple Payments directly or to us. Your requested Payment may be declined if you do not have sufficient funds to satisfy the requested Payment, and you may be charged fees by your bank as a result.

When you use the Direct Payments Service, your Payment will generally be made through an electronic funds transfer. Apple Payments will generally withdraw the funds from your account associated with your Payment Method and electronically transmit those funds to us on the same day as your request.

ELIGIBILITY AND LIMITS

Eligibility

In order to use the Direct Payments Service, you must have a Payment Method in good standing, and all of the eligibility requirements set forth in these Apple Pay Later Terms must be satisfied.

Limits on your use of the Direct Payments Service

Apple Payments may decline to complete or delay a Payment: (i) if Apple Payments believes it may involve or result in a violation of applicable law or expose Apple Payments or us to liability or risk of loss; (ii) if the Payment instructions or authorization are unclear, ambiguous, or incomplete; (iii) if Apple Payments identifies a fraud or security risk involving an individual Payment or the Direct Payments Service; or (iv) as otherwise stated in these Apple Pay Later Terms. Apple Payments and we are not responsible for any losses or damages that may result from Apple Payments' or our delay or cancellation of a Payment or for any failure to notify you of such delay or cancellation, except as otherwise expressly provided in these Direct Payments Terms. You agree not to use the Direct Payments Service in connection with unlawful domestic or international gambling websites or payment processors that support unlawful gambling websites or to purchase illegal goods or services.

DIRECT PAYMENTS SERVICE TRANSACTION HISTORY

You may obtain information about your Payments at any time and at no cost directly from your Required Device. Additionally, you may obtain a more detailed electronic transaction history of your transactions, including information regarding Payments made using the Direct Payments Service, at any time and at no cost by requesting one directly from your Required Device. You may also obtain this transaction history at any time and at no cost by calling 1-866-732-7753.

ADDITIONAL TERMS AND CONDITIONS FOR USING THE DIRECT PAYMENTS SERVICE

Except as otherwise expressly provided herein or as otherwise required by applicable law, Payments authorized in connection with the Direct Payments Service are non-refundable. Apple Payments and we are not responsible for any loss of funds if you give incorrect instructions or if your payment instructions are not given sufficiently in advance to allow for timely delivery of your Payment. You represent and warrant that all Payments you make comply with applicable law.

Except as otherwise expressly provided herein, and without limiting any other provisions of these Direct Payments Terms, Apple Payments and we will not be liable if Apple Payments fails to send, or delays the transmission of, funds to us through the Direct Payments Service if: (i) you have insufficient funds available to complete the Payment to your Apple Pay Later Loan; (ii) Apple Payments or we believe the Payment may violate applicable law or these Apple Pay Later Terms; (iii) Apple Payments or we identify a security risk involving the Payment or the Direct Payments Service; (iv) circumstances beyond Apple Payments' our control (such as fire, flood, terrorist attack, or national emergency) prevent the Payment, despite reasonable precautions that Apple Payments and we have taken; or (v) a Required Device that you have used with Apple Pay Later has been reported as lost or stolen or if Apple Payments or we have reason to believe that your credentials have been compromised or that the Payment is not authorized by you. Apple Payments and we cannot guarantee the timely delivery of funds as a result of a failure of another financial institution or payment intermediary to act in a timely manner.

CUSTOMER SERVICE

In Case of Questions about your Payments

Please call 1-866-732-7753 if you think a mistake has occurred in connection with a Payment.

Cooperation in Recovery Efforts

You agree to cooperate reasonably with Apple Payments and its agents and service providers in their attempts to recover funds from, and to assist in the prosecution of, any unauthorized use of the Direct Payments Service. You agree that any unauthorized use does not include use by a person to whom you have given authority to use Apple Pay Later, a Required Device, or credentials and that you will be liable for all such uses by such person.

Disputes with Merchants

Apple Payments is not responsible for the delivery, quality, safety, legality or any other aspect of goods or services for which Payment are made using the Direct Payments Service.

PRIVACY AND DATA SHARING

Apple Payments' collection, use, storage, and disclosure of your information as a result of using the Direct Payments Service is governed by the Direct Payments Privacy Notice.

BUSINESS DAYS

Apple Payments' business days are Monday through Friday, excluding U.S federal holidays.

APPLE PAYMENTS INC. LICENSES

Up to date information regarding Apple Payments Inc. state licenses is available anytime at <https://www.apple.com/legal/applepayments/license-information/>.

Arbitration Provision

This section is an arbitration provision and contains important information that affects your legal rights.

PLEASE READ IT CAREFULLY.

This arbitration provision shall also apply to any Claims (as defined below) brought by or against Apple Financing LLC, Apple Payments Inc., Apple Inc. or any of its affiliates ("Apple").

ACKNOWLEDGMENT OF ARBITRATION

Your access to and use of Apple Pay Later and Services that may be offered to you through Apple Pay Later are provided on the basis of the inclusion of the following arbitration provision. By accepting these Apple Pay Later Terms or using Apple Pay Later, unless you reject arbitration as provided below, you acknowledge that YOU ARE GIVING UP THE RIGHT TO LITIGATE CLAIMS (AS DEFINED BELOW) AND THE RIGHT TO INITIATE OR PARTICIPATE IN A CLASS ACTION. You hereby knowingly and voluntarily WAIVE THE RIGHT TO BE HEARD IN COURT OR HAVE A JURY TRIAL on all Claims subject to these Apple Pay Later Terms. You further acknowledge that you have read this arbitration provision carefully, agree to its terms, and are entering into these Apple Pay Later Terms voluntarily and not in reliance on any promises or representations whatsoever except those contained in these Apple Pay Later Terms.

HOW TO REJECT THIS ARBITRATION PROVISION

YOU MAY REJECT THIS ARBITRATION PROVISION BY CONTACTING US USING MESSAGES, CALLING US, OR WRITING TO US, AND STATING THE FOLLOWING: (I) YOUR NAME; (II) THE EMAIL ADDRESS YOU PROVIDED FOR APPLE PAY LATER; (III) THE ADDRESS YOU PROVIDED FOR APPLE PAY LATER; AND (IV) THAT YOU ARE EXERCISING YOUR RIGHT TO REJECT THIS ARBITRATION PROVISION (A "REJECTION NOTICE"). YOUR REJECTION NOTICE MUST BE RECEIVED WITHIN 30 DAYS AFTER THE DATE YOU ENTERED THESE APPLE PAY LATER TERMS. IF YOUR REJECTION NOTICE COMPLIES WITH THESE REQUIREMENTS, THIS ARBITRATION PROVISION WILL NOT APPLY TO YOU, EXCEPT FOR ANY CLAIMS SUBJECT TO PENDING LITIGATION OR ARBITRATION AT THE TIME YOU SEND YOUR REJECTION NOTICE. REJECTION OF THE ARBITRATION PROVISION WILL NOT AFFECT YOUR OTHER RIGHTS OR RESPONSIBILITIES UNDER THIS ARBITRATION PROVISION OR THESE APPLE PAY LATER TERMS.

DEFINITIONS

For purposes of this arbitration provision, the term "Claim" means any claim, dispute, or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present or future), including initial claims, counter-claims, cross-claims, and third-party claims, arising from or relating to: (i) these Apple Pay Later Terms and any Services that may be offered to you through Apple Pay Later, including any Loans you may request and any Loan Agreements that you may enter into with us, including the Direct Payments Service; (ii) your relationship with Apple; (iii) any servicing of your Loan(s) by our agents or service providers; (iv) advertisements, promotions or statements related to these Apple Pay Later Terms, any Services that may be offered to you through Apple Pay Later, or any Loan; (v) credit bureau reporting or debt collection on or related to any Loan; and (vi) your access to and use of a Loan from or using any products or services provided by Apple.

"You" and "your" mean each and every person who uses or accesses your Apple Pay Later program account and each and every person who may receive Services offered through your Apple Pay Later program account, including each and every person who may request a Loan or enter into any Loan Agreements through Apple Pay Later.

ARBITRATION

You or Apple may elect, without the other's consent, to resolve any Claim by individual binding arbitration unless the Claim has been filed in court and trial has begun or final judgment has been entered. Even if a Claim is litigated in court, you or Apple may elect arbitration of any Claim made by a new party or any Claim later asserted by a party in that or any related or unrelated lawsuit. You or Apple may also elect arbitration of a Claim that the parties initially opted to litigate in court if that Claim is later modified (including to be asserted on a class, representative or multi-party basis or to seek different or additional relief).

Notwithstanding the foregoing, only a court and not an arbitrator may decide any dispute or controversy about the validity, enforceability, coverage or scope of this arbitration provision, all of which are for a court and not an arbitrator to decide. However, disputes or controversies about the validity or enforceability of these Apple Pay Later Terms as a whole are for the arbitrator and not a court to decide.

JAMS (1-800-352-5267, jamsadr.com) will serve as the default arbitration administrator. Claims may also be referred to the American Arbitration Association ("AAA") (1-800-778-7879, adr.org). You may obtain copies of the current rules, forms, and instructions for initiating an arbitration directly from JAMS or the AAA. Claims may also be referred to another arbitration administrator, if you and Apple agree in writing, or to an arbitrator appointed pursuant to Section 5 of the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (the "FAA"). You and Apple agree that any arbitration proceedings initiated hereunder shall be kept confidential.

OTHER CLAIMS SUBJECT TO ARBITRATION

In addition to Claims made by or against either you or Apple, Claims made by or against anyone connected with you or Apple or claiming through you or Apple (including any employee, agent, representative, affiliated company, predecessor or successor, heir, assignee or trustee in bankruptcy) are subject to arbitration as described herein.

EXCEPTIONS

Apple agrees not to invoke the right to arbitrate any individual Claim you bring in small claims court or an equivalent court with jurisdiction so long as the Claim is pending only in that court.

INDIVIDUAL CLAIMS ONLY

Claims may be submitted to arbitration on an individual basis only. **Claims subject to this arbitration provision may not be joined or consolidated in arbitration with any Claim of any other person or be arbitrated on a class basis, in a representative capacity on behalf of the general public, or on behalf of any other person, unless otherwise agreed to by the parties in writing.** Claims by or against corporate affiliates will be considered a single claim. The arbitrator has no authority to award any relief not available in an individual action in court or award any declaratory, injunctive or other relief primarily for the benefit of the general public. Further, unless you and Apple both otherwise agree in writing, the arbitrator may award relief only in favor of your individual Claim. The arbitrator may not award relief for or against any other person, whether directly or indirectly.

PROCEDURE

A single arbitrator will resolve the Claims. The arbitrator will be a lawyer with at least ten (10) years of experience who is a former or retired judge and will be selected by the parties; provided, however, that if the parties are unable to agree upon an arbitrator within seven (7) days after delivery of the demand for arbitration, then the arbitrator will be appointed by the arbitration administrator. The arbitration shall comply with the arbitration administrator's rules (the Streamlined Arbitration Rules for JAMS and the Consumer Arbitration Rules for AAA) in effect on the date the arbitration is filed, except where there is a conflict or inconsistency between the arbitration administrator's rules and procedures and this arbitration provision, in which case this arbitration provision will govern. The arbitration will be conducted in English unless the parties otherwise agree in writing. Any in-person arbitration hearing for a Claim will take place within the federal judicial district in which you live or at such other reasonably convenient location as agreed by the parties. The arbitrator will apply applicable substantive law consistent with the FAA and will honor all claims of privilege and confidentiality recognized at law. All statutes of limitations that would otherwise be applicable will apply to any arbitration proceeding. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery. Except as otherwise provided in this arbitration provision, the arbitrator will be empowered to grant whatever relief would be available in court under law or in equity. Any appropriate court may enter judgment upon the arbitrator's award. This arbitration provision is made pursuant to a transaction involving interstate commerce and is governed by the FAA.

ADDITIONAL ARBITRATION AWARD; ATTORNEYS' FEES

If Apple makes a final written settlement offer before the arbitrator is selected and the arbitrator rules in your favor for an amount greater than that final offer, or if Apple does not make a final written settlement offer before the arbitrator is selected and the arbitrator rules in your favor on the merits of your Claim, the arbitrator's award will include: (1) any money to which you are entitled, but in no case less than \$10,000; (2) twice the amount of your reasonable attorneys' fees, or the amount of attorneys' fees to which you are entitled under applicable law, whichever is greater; and (3) your costs and expert and other witness fees. If Apple prevails in arbitration, Apple will not be entitled to recover our attorneys' fees even when permitted to do so under applicable law.

ARBITRATION FEES

Apple will pay any arbitration fees (including the arbitrator's fees and any filing, administrative, hearing or other fees charged by the arbitration administrator) in connection with any Claims. You will be responsible for any other costs that you incur in connection with any Claim unless applicable law provides otherwise. Any arbitration award will apply only to the specific case and cannot be used in any other case except to enforce the award.

SURVIVAL

This arbitration provision shall survive termination of these Apple Pay Later Terms, payment of all amounts due pursuant to any Loan Agreement, the termination of access to Apple Pay Later or the termination of any Loan, any legal proceeding to collect amounts due, any bankruptcy and any assignment or sale of this Agreement, any Loan Agreement, any Loan or any and all rights thereunder. In the case of an assignment or sale of these Apple Pay Later Terms, any Loan Agreement, your Loan or any and all rights thereunder, the buyer will be bound by and may enforce the terms of this arbitration provision. If any portion of this arbitration provision is deemed invalid or unenforceable, it will not invalidate the remaining provisions of this arbitration provision or these Apple Pay Later Terms, except that if any part of the "Individual Claims Only" provision is found in a court proceeding to be invalid or otherwise unenforceable with respect to a Claim (and that determination becomes final after all appeals have been exhausted), then this arbitration provision (except for this sentence) will not apply to that Claim.

EFFECTIVE DATE

Effective July 1, 2022 to present.

Additional Disclosures

This section provides notices that may be required by state law but may not describe all rights that you may have under state or federal law. Unless otherwise indicated, each notice applies only to borrowers who are residents of the indicated state on the date of each Loan application.

California Residents: If we take any adverse action as defined by § 1785.3 of the California Civil Code and the adverse action is based, in whole or in part, on any information contained in a consumer credit report, you have the right to obtain within 60 days a free copy of your consumer credit report from the consumer reporting agency who furnished the consumer credit report and from any other consumer credit reporting agency that complies and maintains files on consumers on a nationwide basis. You have the right under § 1785.16 of the California Civil Code to dispute the accuracy or completeness of any information in a consumer credit report furnished by the consumer credit reporting agency. You may, if married, apply for a separate account.

Any Loan by Apple Financing LLC is made pursuant to the California Finance Lenders Law, Division 9 (commencing with Section 22000) of the Financial Code. **FOR INFORMATION CONTACT THE DEPARTMENT OF FINANCIAL PROTECTION AND INNOVATION, STATE OF CALIFORNIA.** Please note that, other than a down payment, the first payment due will not be due for a minimum of 15 days after your loan is made.

New York Residents: A credit bureau report may be requested in connection with your application for a Loan. At your request, we will tell you whether or not a credit bureau report was obtained and, if so, the name and address of the credit bureau that furnished the report. We may also request credit bureau reports from time to time in connection with any update, renewal or extension of the credit account, whenever we believe that such action is appropriate.

North Dakota: NOTICE: MONEY BROKERS ARE LICENSED AND REGULATED BY THE DEPARTMENT OF FINANCIAL INSTITUTIONS, 2000 SCHAFFER STREET, SUITE G, BISMARCK, NORTH DAKOTA 58501-1204. THE DEPARTMENT OF FINANCIAL INSTITUTIONS HAS NOT PASSED ON THE MERITS OF THE CONTRACT AND LICENSING DOES NOT CONSTITUTE AN APPROVAL OF THE TERMS OR OF THE BROKER'S ABILITY TO ARRANGE ANY LOAN. COMPLAINTS REGARDING THE SERVICES OF MONEY BROKERS SHOULD BE DIRECTED TO THE DEPARTMENT OF FINANCIAL INSTITUTIONS.

Rhode Island: Apple Financing LLC is a Rhode Island Licensed Small Loan Lender.

All Residents. You promise us that you are not planning to file bankruptcy at the time of your application for a Loan.

DIRECT PAYMENTS PRIVACY NOTICE

This Privacy Notice describes how Apple Payments Inc. ("we," "us," and "our") collects and shares your personal information. This Privacy Notice applies only to your use of services provided by Apple Payments Inc., and does not apply to any other product or service that you may obtain from Apple Inc. or its affiliates or subsidiaries.

Facts

WHAT DOES APPLE PAYMENTS INC. DO WITH YOUR PERSONAL INFORMATION?

Why?

Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some, but not all, sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what Apple Payments Inc. does.

What?

The types of personal information Apple Payments Inc. collects and shares depend on the product or service you have with us. This information can include:

- account balances
- account transactions and purchase history
- transaction history and payment history

When you are *no longer* our customer, we continue to share your information as described in this notice.

How?

All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Apple Payments Inc. chooses to share; and whether you can limit this sharing.

Reasons Apple Payments Inc. can share your personal information

For Apple Payments Inc.'s everyday business purposes: such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus.

Does Apple Payments Inc. share? Yes

Can you limit sharing? No

For Apple Payments Inc.'s marketing purposes: to offer our products and services to you

For Apple Payments Inc.'s marketing purposes: to offer our products and services to you No

Can you limit sharing? We don't share

For joint marketing with other financial companies

Does Apple Payments Inc. share? No

Can you limit sharing? We don't share

For Apple Payment Inc.'s affiliates' everyday business purposes: information about your transactions and experiences

Does Apple Payments Inc. share? No

Can you limit this sharing? We don't share

For Apple Payment Inc.'s affiliates' everyday business purposes: information about your creditworthiness

Does Apple Payments Inc. share?

No

Can you limit sharing?

We don't share

For Apple Payment Inc.'s affiliates to market to you

Does Apple Payments Inc. share?

No

Can you limit sharing?

We don't share

For non affiliates to market to you

Does Apple Payments Inc. share?

No

Can you limit sharing?

We don't share

Questions

How does Apple Payments Inc. protect my personal information?

To protect your personal information from unauthorized access and use, Apple Payments Inc. uses security measures that comply with federal law. These measures include technical, physical, and administrative safeguards designed to protect the confidentiality, integrity, and availability of your personal information.

How does Apple Payments Inc. collect my personal information?

Apple Payments Inc. collects your personal information, for example, when you

- open an account
- use your account or provide account information
- give us your contact information

We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.

Why can't I limit sharing?

Federal law gives you the right to limit only:

- sharing for affiliates' everyday business purposes—information about your creditworthiness
- affiliates from using your information to market to you
- sharing for nonaffiliates to market to you

State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and nonfinancial companies.

- *Our affiliates include companies with Apple in their name.*

Nonaffiliates

Companies not related by common ownership or control. They can be financial and nonfinancial companies.

- *Apple Payments Inc. does not share with nonaffiliates so they can market to you.*

Joint Marketing

A formal agreement between nonaffiliated financial companies that together market financial products or services to you.

- Apple Payments Inc. does not jointly market.

Other important information

If you are a California resident, we will only share your information with nonaffiliates if permitted by California law, including if you provide your consent to the sharing.

If you are a Vermont resident, we will not share information we collect about you with affiliated or nonaffiliated third parties, except as permitted by Vermont law, such as to process your transactions or to maintain your account, or as authorized by you.

Effective Date. Effective August 6, 2019 to present.