

Apple Pay Terms of Use



1023 Medical Drive
Brigham City, UT 84302
435-723-3437
1300 S. Main Street
Garland, UT 84312
toll free at 844-828-1199

These Terms of Use govern your use of Box Elder County Federal Credit Union (Box Elder, the Credit Union, We) credit cards and debit cards (Cards) in the Apple Pay application.

1. Apple Pay Service

Apple Pay is a service provided by Apple, Inc. for the purpose of using a compatible wireless phone, tablet, or other compatible device (Device) to purchase goods and services from merchants who accept Apple Pay as a form of payment. Apple Pay enables you to create and store virtual representations of your eligible Box Elder Cards on your Device. Apple Pay uses your Device to authorize your transaction at the merchant's point of sale terminal or reader without your plastic Box Elder Card. Apple Pay routes the transaction charge to the Card you have designated and authorizes payment to the merchant.

Apple Pay may not be accepted at all places where your Box Elder Card is accepted. Transactions on your Card initiated through Apple Pay are governed by the applicable Card agreement. Apple's Terms & Conditions for the Apple Pay service describe your rights and obligations regarding the Apple Pay service.

2. Eligibility & Enrollment

Only Box Elder Cards that we indicate are eligible can be added to the Apple Pay service. If your Card or underlying account is not in compliance with the applicable Card agreement that Card will not be eligible to enroll in the Apple Pay service. You can add an eligible Card to the Apple Pay service by registering the Card through Apple Pay by following the Apple Pay authentication and enrollment requirements.

3. Card & Service Responsibility

You are solely responsible for maintaining the security of your Apple User ID and password. If you share these credentials with any other person, you expressly authorize them to access your personal information, access your accounts and initiate charges to your Cards using Apple Pay. Box Elder County Federal Credit Union is not the provider of the Apple Pay service, and we are not responsible for providing the service to you. We are only responsible for supplying information securely to the Apple Pay as necessary to allow use of your Box Elder Card in connection with the Apple Pay service. We are not responsible for any failure of the Apple Pay service, or the inability to use Apple Pay for any transaction.

4. Limitation of Liability

BOX ELDER COUNTY FEDERAL CREDIT UNION IS NOT RESPONSIBLE FOR THE APPLE PAY SERVICE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, AND THE CREDIT UNION IS NOT RESPONSIBLE FOR THE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, OR ACCURACY. THE CREDIT UNION MAKES NO REPRESENTATIONS OR WARRANTIES OF

ANY KIND REGARDING THE SERVICE, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY OR THE IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE AND RELATED WARRANTIES AND REPRESENTATIONS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE CREDIT UNION WILL CREATE A WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SHOULD THE SERVICE PROVE DEFECTIVE, THE CREDIT UNION ASSUMES NO LIABILITY FOR THE COSTS OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

5. Information Sharing & Privacy

By enrolling in and using Apple Pay, you authorize the Credit Union to collect information from Apple to verify your identity and to enable you to use the Apple Pay service. You agree that we may share your information with Apple and service providers, payment networks, and others in order to provide the services you have requested, and to make information available to you about your Apple Pay transactions. We will use your information in accordance with our Privacy Policies. Apple and its service providers are contractually obligated to keep this information confidential. Your privacy and the security of your information are set forth in our Privacy Policy (available online at www.boxeldercu.com) applies to our activity in connection with the Apple Pay service. However, information that you share with other parties in connection with the Apple Pay service is subject to the privacy policies of those parties.

6. Discontinuing the Service

Upon your request or for our protection, we may block, restrict or suspend your Card from use in the Apple Pay service. You may delete or remove your Card from the Apple Pay service by following the Apple Pay service instructions.

7. Change in Terms

We may change these Terms at any time by providing notice to you.

8. Contacting You Electronically

By enrolling you consent to receive electronic communications and notices from us in connection with the Apple Pay service or your Card by email or through text message to your device. You agree that we can contact you by email at any email address you provide to us in connection with your service enrollment or any All Goals account.

9. Consent

By enrolling in the service, you agree to receive these terms electronically and acknowledge that you have read and agree to be bound by these terms. Your acceptance will be considered binding as if you provided a manual signature. If you do not agree to provide this Consent or otherwise do not want to use the Service, please do not proceed with enrollment.