

Apple Pay Terms and Conditions
United States of America

1. These Terms

1.1. The Cardholder agrees with Community Federal Savings Bank ("Bank", "we", "our" or "us") to these terms ("Terms") when:

(a) an Accountholder adds a card issued by Bank under the commercial Card program for which Airwallex US, LLC ("Airwallex") acts as Bank's program manager (each such card, an "Airwallex Card") for use in Apple Pay on an Accountholder's eligible Apple Device; or

(b) an Additional Cardholder adds an Airwallex Card linked to the Accountholder's account for use in Apple Pay on the Additional Cardholder's Apple Device.

1.2. These Terms apply to the use of the Airwallex Card on the eligible Apple Device by the Accountholder or the Additional Cardholder (as applicable). The Accountholder is responsible for the use of all Airwallex Cards by Additional Cardholders.

1.3. These Terms apply in addition to the Cardholder Terms (Commercial) (the "Cardholder Terms") that apply to the Accountholder. The Accountholder must ensure that Additional Cardholders use Airwallex Cards in accordance with the Accountholder's obligations under the Cardholder Terms. These Terms (together with the Cardholder Terms) govern the use of Airwallex Cards in Apple Pay by the Accountholder and any Additional Cardholders. Unless otherwise defined in these Terms, all capitalized terms have the meanings given in the Cardholder Terms.

1.4. Your obligations under the Cardholder Terms are supplemental to the terms and conditions available at, or referenced at, <http://www.airwallex.com/us/terms>, and any other terms and conditions between you and Airwallex, its affiliates, and/or their respective bank sponsors or partners, including without limitation pricing terms set forth therein (collectively, the "Airwallex Platform Agreement"). Airwallex is the program manager for this commercial Card program and will perform certain services on behalf of the Bank. The Cardholder Terms together with the Airwallex Platform Agreement govern the use of Cards by Customer and Customer's Authorized Cardholders and Payee Cardholders. For the avoidance of doubt, Bank is not a party to the Airwallex Platform Agreement, and any issues that may arise in connection therewith are between you and Airwallex.

2. Adding and removing an Airwallex Card

2.1. An Accountholder can add an Airwallex Card to Apple Pay on an eligible Apple Device and any Additional Cardholder can add an Airwallex Card to the Additional Cardholder's eligible Apple Device, provided that:

(a) we can verify the Accountholder's identity or the Additional Cardholder's identity (as applicable); and

(b) the Airwallex account of the Accountholder is in good standing, in each case, to the extent required by the Bank at its discretion.

2.2. The Accountholder can remove an Airwallex Card linked to the Accountholder's Wallet from Apple Pay at any time and an Additional Cardholder can remove their Airwallex Card from Apple Pay at any time.

2.3. Bank may remove or disable any Airwallex Card provisioned to Apple Pay at any time in accordance with Bank's standard policies and procedures or in any other circumstance where the Bank has determined it has a reasonable basis to do so.

3. Using an Airwallex Card with Apple Pay

3.1. Once an Airwallex Card is added to Apple Pay, the Cardholder can use Apple Pay to make transactions where Apple Pay is supported by the merchant. This is done by using the relevant Apple Device in place of a Physical Card at a contactless POS (point of sale) terminal for in-person transactions ("In-person Transaction") or by using the Airwallex Card to pay with Apple Pay in an application on an Apple Device or other online platforms ("Online Transaction"). Depending on the value of the transaction, Online Transactions may require the Apple Device to be unlocked prior to making the transaction, and In-person Transactions may require:

- (a) the Cardholder to enter their Airwallex Card PIN; or
- (b) the Cardholder to have unlocked the phone at a point prior to attempting a transaction.

3.2. Apple Pay may not work when the Apple Device is not within range of a cellular or wireless internet connection, and if the Apple Device has not had a cellular or wireless internet connection for an extended period of time, there may be a delay in time before Apple Pay works once reconnected.

4. Security and the Cardholder's liability

4.1. Any person who has access to a Cardholder's Apple Device may be able to make transactions using an Airwallex Card registered in Apple Pay.

4.2. If an Airwallex Card is registered for Apple Pay on any eligible Apple Device, the Cardholder is responsible for ensuring that:

(a) where applicable, only the Cardholder's biometric identifier (including a fingerprint or facial detection) is registered on the Apple Device (and no other person's biometric identifier is registered);

(b) the Apple Pay wallet is not shared with anyone and is used only by the Cardholder;

- (c) the Cardholder keeps the Passcode for the Cardholder's Apple Device secure in the same way as a Cardholder would a banking password or PIN secure, including by:
 - (i) not sharing it with anyone; and
 - (ii) not acting with extreme carelessness in failing to protect the security of the Passcode.
- (d) the Cardholder keeps the Apple Device safe and secure (including by locking it when it is not in use or when it is unattended and by installing up-to-date anti-virus software on it where applicable);
- (e) the Cardholder removes any Airwallex Cards from the Cardholder's Apple Device before disposing of the Apple Device;
- (f) when using or logged onto Apple Pay the Cardholder does not leave the Apple Device unattended; and
- (g) the Cardholder takes all other necessary steps to prevent unauthorized use of Apple Pay.

4.3. If a Cardholder fails to comply with any of the requirements in this clause 4, the Cardholder is taken to have authorized that person to transact on the Airwallex Card using Apple Pay. This means that any Apple Pay transaction initiated by that person in these circumstances will be considered as authorized by the Cardholder and will not constitute unauthorized transactions under the Cardholder Terms. Note that this could result in significant loss or liability in relation to such transactions.

4.4. Please contact us if:

- (a) a Cardholder suspects that their Apple Device is lost or stolen;
- (b) a Cardholder's Apple Device's mobile service is suddenly disconnected without the Cardholder's permission (which may indicate that the Cardholder has been subject to mobile phone porting); or
- (c) a Cardholder suspects that a security breach in relation to their Apple Device or Apple Pay, or that an unauthorized person has used the Passcode for an Apple Device, Airwallex Card PIN or the Cardholder's other credentials to access Apple Pay.

4.5. Based on the Cardholder's report, we will suspend the use of the Cardholder's Airwallex Card with Apple Pay. This helps to protect the Accountholder and/or Additional Cardholder (as applicable) as much as possible from additional loss or liability.

4.6. The provisions of the Cardholder Terms which deal with unauthorized transactions apply to the use of an Airwallex Card with Apple Pay.

5. Fees and charges

Cardholders are responsible for all third-party charges associated with the use of Apple Pay (such as certain transactions in a currency not directly supported by Airwallex or carriage or mobile data charges).

6. Block, suspension and cancellation of Airwallex Cards in Apple Pay

6.1. Bank may block, suspend or cancel an Airwallex Card in Apple Pay:

- (a) if Bank reasonably suspects fraud;
- (b) if an Airwallex Card is cancelled, blocked or suspended;
- (c) if the Accountholder is in default under the Cardholder Terms or these Terms including, but not limited to, where an Additional Cardholder has caused such default;
- (d) if Bank determines that such block, suspension or cancellation is required by applicable laws (such as anti-money laundering and counter-terrorism financing laws, or sanctions laws) or Bank's internal policies and procedures that relate to such laws;
- (e) if directed to do so by Apple or by the applicable card network (for example, in circumstances of suspected fraud);
- (f) if Bank's or Airwallex's arrangements with Apple regarding Apple Pay cease or are suspended; or
- (g) for any other reason.

More circumstances in which an Airwallex Card may be blocked, suspended or terminated (including through Apple Pay) are set out in the Cardholder Terms. Bank may take such action in relation to an Additional Cardholder's Airwallex Card even where the Additional Cardholder is not a party to the Account Terms.

7. Data collection and privacy

7.1. Bank or Airwallex may collect information relating to a Cardholder's Apple Device (including app version, device type and model, operating system and security information such as whether the Cardholder has obtained root access):

- (a) to ensure that the Airwallex Card properly functions in Apple Pay;
- (b) for security purposes and to identify fraud;
- (c) for Bank or Airwallex to better provide assistance to a Cardholder; and
- (d) to tell a Cardholder about other products or services that may be of interest to the Cardholder.

7.2. Bank or Airwallex may also exchange information with Apple and our other service providers:

- (a) to enable the use of the Airwallex Card with Apple Pay and to improve Apple Pay generally; and
- (b) about persons involved in suspected security breaches or fraud.

7.3. If a Cardholder does not want us to collect or disclose this information as described, the Cardholder should not register an Airwallex Card for use in Apple Pay. If the Cardholder does

not want to receive marketing information, please contact us via the Airwallex Platform or via the Airwallex contact details that are set out in the Cardholder Terms.

7.4. The Cardholder Terms, Bank's Privacy Policy

(<https://www.airwallex.com/us/terms/privacy-policy-CFSB>) and Airwallex's Privacy Policy (https://www.airwallex.com/us/terms/privacy-policy-airwallex#privacy-policy__scope-of-policy) contain more general information about our collection and handling of a Cardholder's information.

7.5. Once an Airwallex Card is registered to a Cardholder's Apple Device, Apple may access the Cardholder's personal information regarding the use of that Airwallex Card through Apple Pay. Please see Apple's privacy policy at <https://www.apple.com/legal/privacy/en-ww/>.

8. Apple Pay provided by Apple

8.1. Apple Pay is provided by Apple, not by Bank or Airwallex.

8.2. Bank's and Airwallex's obligation to a Cardholder in relation to the functionality of Apple Pay is limited to securely supplying information to Apple in order to allow the use of an Airwallex Card through Apple Pay.

8.3. Neither Bank nor Airwallex is otherwise liable for the use, functionality or availability of Apple Pay, any Apple Device, the availability of compatible contactless readers at merchant locations, or a reduced level of service caused by the failure of third party communications and network providers.

8.4. The Cardholder will need to agree to Apple's terms and conditions in order to use Apple Pay.

9. Bank's and Airwallex's liability

Without limiting the Cardholder Terms, to the extent permitted by applicable law, neither Bank nor Airwallex will be liable for any loss arising from a Cardholder's use of Apple Pay to the extent that the loss was caused by:

- (a) a Cardholder's fraud, negligence or intentional misuse of an Airwallex Card, an Apple Device or Apple Pay; or
- (b) a Cardholder's use of Apple Pay or the Apple Device in a manner that is not permitted by Apple (for example, by obtaining root access to the relevant Apple Device); or
- (c) a reduced level of service caused by matters beyond our or Airwallex's reasonable control (for example, those caused by third party software and network providers).

10. Changes to these Terms

10.1. Bank may make changes to these Terms from time to time, including changes which:

(a) impose or increase our charges relating solely to the use of an Airwallex Card in Apple Pay;

(b) increase a Cardholder's liability for losses relating to transactions conducted using an Airwallex Card in Apple Pay; or

(c) impose, remove or change a Cardholder's daily transaction limit or other periodical transaction limit applying to the use of an Airwallex Card in Apple Pay.

10.2. Such changes will not increase a Cardholder's liability for transactions already conducted in relation to the use of an Airwallex Card in Apple Pay before the time of such notice.

10.3. Bank may make changes required to immediately restore or maintain the security of a system or individual facility without prior notice. We will notify the Cardholder of such changes as soon as practicable.

10.4. Notice may be given by letter, email or by electronic means as set out in clause 11 below or any other manner that is not prohibited by applicable law.

10.5. The current version of these Terms will be available at www.airwallex.com.

11. Communication via SMS or Apple Pay

Without limiting any other means of communicating with an Accountholder under the Account Terms, Bank and Airwallex may communicate with a Cardholder by sending an SMS to an Apple Device, an email to the email address a Cardholder has provided to us or by writing to a Cardholder at the address last provided to us. The SMS or notice may include a link to further detailed information on the Airwallex website.

12. Severability and governing law

12.1. If any provision or part of a provision of these Terms is illegal, invalid or unenforceable, it will be severed from these Terms and the remaining provisions (or parts of provisions) will continue in full force and effect.

12.2. These Terms are governed by and will be construed in accordance with the laws of the State of New York except to the extent inconsistent with or preempted by federal law, without regard to principles of conflict or choice of laws.

12.3. Any dispute, controversy or claim (including non-contractual claims) arising under or in connection with these Terms shall be resolved in accordance with the arbitration provisions of

the Cardholder Terms.

13. Acknowledgment

The Accountholder is responsible and liable for all activity of their Additional Cardholders, including the use of Airwallex Cards by Additional Cardholders under these Terms or the Cardholder Terms. To avoid doubt, an Additional Cardholder is not a party to the Account Terms and does not become a party to the Account Terms merely by agreeing to these Terms.

14. Trademark acknowledgement

Apple, Apple Pay, Apple Watch, iPad and iPhone are trademarks of Apple Inc., registered in the U.S. and other countries and regions.

15. Definitions

In these Terms:

Accountholder means the entity described as the “Customer” in the Cardholder Terms who is ultimately responsible for the use of Airwallex Cards by the Accountholder and Additional Cardholders in connection with the Accountholder’s Airwallex Card account.

Additional Cardholder means any entity described as an “Authorized Cardholder” or “Payee Cardholder” in the Cardholder Terms.

Airwallex Card means a virtual or physical card issued by Bank under the commercial Card program for which Airwallex acts as Bank’s program manager, which card is not expired, blocked, suspended or cancelled.

Apple means Apple Inc. and/or its related bodies corporate and affiliates.

Apple Device means a device such as an iPhone, iPad or Apple Watch, manufactured by Apple using an Apple operating system, which Bank determines is eligible for the registration of Airwallex Cards to be used in Apple Pay.

Apple Pay means the mobile payment and digital wallet service created by Apple that lets users make payments using certain Apple Devices and credit cards or debit cards registered on such Apple Devices.

Cardholder means the Accountholder and any Additional Cardholder who has been issued an Airwallex Card by Bank.

Passcode means anything required to unlock an Apple Device, including a password, passcode,

pattern or biometric identifier (where applicable).