MidFirst Bank Apple Pay Terms of Use

Effective April 1, 2015

You may add any MidFirst Bank consumer Credit or Debit Card ("Card") to any Apple Pay Wallet ("Wallet") on any iPhone, iPad or other Apple device ("Apple Device") that supports the Wallet by following the procedures adopted by Apple Inc. ("Apple") and any further procedures we adopt. By adding or attempting to add a Card to a Wallet, or by keeping a Card in a Wallet, you agree to these Terms of Use, as they may be modified from time to time ("Terms"). These Terms are part of your Account Agreement and Disclosure ("Agreement"). You may add the Card to Wallets in more than one Apple Device. If you do, these Terms will apply to the Card in each Wallet (each, a "Wallet Card") and to your use of each Wallet. You understand that your use of a Wallet will also be subject to agreements or terms of use with Apple and others.

1. **Wallet Functions.** When you add a Card to a Wallet, the Wallet allows you to use the Wallet Card to make Purchases wherever the Wallet is accepted. Information about the Account and certain recent transactions may also be made available through the Wallet. The Wallet Card may not be accepted at all places where your Card is accepted.

2. **Security.** You agree to protect and keep confidential your Apple User ID, Apple passwords and all other information required for you to use a Wallet Card. If you share these credentials with others, they may be able to use your Wallet Card and access personal and Card information made available through the Wallet. To complete certain Purchases, merchants may require you to present a physical Card or a government-issued form of identification.

3. **Fees.** We do not charge you any fees for adding a Card to a Wallet or using a Wallet Card. However, Apple or other third parties, such as wireless companies or data service providers, may charge you fees in connection with your use of a Wallet.

4. **Wallet Problems.** Apple is the provider of the Wallet and we are not responsible for providing Wallet services to you. We are not responsible for any failure of the Wallet or your inability to use a Wallet Card for any transaction. We do not accept any responsibility for any loss, injury or inconvenience you suffer as a result of a merchant refusing to accept a Wallet Card. We are not responsible for the performance or non-performance of Apple or any third party regarding a Wallet or Wallet Card.

5. **Billing Errors; Unauthorized Transfers.** You are responsible for identifying and notifying us in accordance with the Agreement of any billing errors or unauthorized transfers from your Account arising from the use of a Card, including a Wallet Card. We will resolve any potential billing error and determine your liability for any unauthorized transfers in accordance with the Agreement.

6. **Ending or Suspending Use of a Wallet.** We can end or suspend your right to use a Wallet Card at any time and have the right at any time to block transactions with a Wallet Card. You may remove a Wallet Card from a Wallet by following Apple’s procedures. You may not add a Card to a Wallet or use an existing Wallet Card at any time your Account is not in good standing.

7. **Privacy: Security.** You agree that we may exchange information about you with Apple, your Card network and others in order to facilitate any Wallet services you request, to make information available to you in a Wallet about your Card transactions, and/or to improve your ability to obtain Wallet services. We do not control how Apple uses information it receives in connection with Wallet Cards. Use of a Wallet involves the electronic transmission of personal information through third party connections. We will use reasonable commercial efforts to ensure that information we send in connection with your use of a Wallet is sent in a secure manner. However, we are not responsible for the security of information provided to Apple or stored in a Wallet. **We are not responsible if there is a security breach affecting any information stored in any Wallet or sent from a Wallet.**

8. **Changes to Terms.** We may change these Terms at any time and from time to time. You agree to any such changes by your continued use of a Wallet Card and/or by keeping a Wallet Card in a Wallet. The date of the most recent change to these Terms is shown at the top of these Terms, immediately below the caption. If you do not accept any changes to these Terms, you must remove each Wallet Card from each Wallet.

9. **Questions.** If you have any questions, disputes, or complaints about a Wallet, you should contact Apple using the information provided by it. If you have any question, dispute, or complaint about a Card, you should contact us in accordance with the Agreement.