

Electronic Communications Agreement

Apple Financing LLC, Apple Payments Inc., its designees, service providers and affiliates (together, "**we**", "**us**", or "**our**") may need to provide you with certain information, agreements, notices or disclosures in writing in connection with your Apple Pay Later application, any Loan obtained using Apple Pay Later (each, a "**Loan**"), and any programs relating to Apple Pay Later (each, a "**Communication**"). By agreeing to this Electronic Communications Agreement (this "**Agreement**"), you are confirming your ability, and providing your consent, to receive Communications electronically from us instead of in paper form and to the use of electronic signatures in our relationship with you. Without limiting the foregoing, you further agree that Communications may be provided to you via email, text message, iMessage, device-level notifications, or other electronic notification methods supported by the software you use to access your Loan(s). Any terms that are capitalized but not defined in this Agreement have the meaning given to them in the Apple Pay Later Program Terms or Apple Pay Later Loan Agreement (together, the "**Terms**").

Our ability to provide Communications to you electronically is dependent upon your maintaining a valid email address. We may send Communications to the email address that is associated with your Apple ID. Therefore, you agree to maintain a valid email address associated with your Apple ID for as long as you maintain your Loan. In the event Communications are provided to you via email, text message, device-level notifications, or other electronic methods supported by the software you use to access your Loan(s), it is your responsibility to review those Communications. We may, at our discretion, mail paper copies of Communications to you, in addition to or instead of sending them to you electronically.

You understand and agree that: (i) this Agreement, together with the Terms, will be entered into electronically; (ii) you meet the minimum hardware and software requirements specified below; (iii) your consent to receive Communications electronically will remain valid until you withdraw your consent; and (iv) Communications that may be provided electronically include, but are not limited to, the following:

- Agreements (including the Terms and this Agreement) and disclosures, including changes to and updated versions of those agreements and disclosures;
- The Apple Financing Privacy Notice, as well as annual notices and other disclosures regarding the Privacy Policy;
- Information regarding your Loan, including your Loan balance and activity;
- Authorizations, and transaction histories;
- Any notices to you; and
- Inquiries and notices to you about transactions made with your Loan.

In order to receive Communications, you must meet the following hardware and software requirements:

- Have an Apple device that has a version of iOS or iPadOS that supports the use of Apple Pay Later, has internet access, has a passcode enabled, and is associated with your Apple ID; or have a device that has a supported browser and is capable of accessing HTML websites to view and retain documents in commonly used electronic formats, including by downloading or emailing documents to an email account to which you have access. Supported browsers are Safari 7 or later, Firefox 34 or later, Chrome 37 or later, Opera 24 or later, or Edge 83 or later;
- 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; and
- Have Apple's two-factor authentication turned on for your Apple ID that is associated with your iCloud account.

Communications may also appear on any device that you use to access your email, or any device that is associated with your Apple ID, has internet access and has a version of iOS, iPadOS (as applicable) installed on such device that supports the use of Apple Pay Later. In order to retain Communications, you will need the ability to electronically store or print Communications. We may change these requirements from time to time.

Consent to receiving electronic Communications is a requirement of being able to open and maintain a Loan. You may request copies of Communications in paper or non-electronic form by calling 1-866-732-7753. You have the right to withdraw your consent at any time, at which point we may terminate your ability to obtain additional Loans. You will remain obligated to repay any outstanding Loans. In order to withdraw your consent, contact us using Messages or by calling us at 1-866-732-7753. In order to update your email address, please visit the Apple ID support website and update your Apple ID. For all other contact information, please contact us using Messages or by calling 1-866-732-7753.

If you have any questions regarding this Agreement or your Loan, please contact us at 1-866-732-7753.