

Apple Card Terms and Conditions

Apple Card Rates

Interest Rates and Interest Charges	
Annual Percentage Rate (APR) for Purchases	19.24% to 29.49% when you open your account, based on your creditworthiness and other factors. After that, this APR will vary with the market based on the Prime Rate.
How to Avoid Paying Interest on Purchases	Your due date is at least 28 days after the close of each billing cycle. We will not charge you any interest on purchases if you pay your entire balance (adjusted for any financing plan) by the due date each month.
For Credit Card Tips from the Consumer Financial Protection Bureau	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at https://www.consumerfinance.gov/learnmore

Fees	
Annual Fee	None
Transaction Fees	None
Penalty Fees	None
Other Fees	None

How We Will Calculate Your Balance: We use the daily balance method (including new Transactions).

Prime Rate: Variable APRs are based on the 8.50% Prime Rate as of 07/31/2023.

For New York residents: For more information, call Issuer at 877-255-5923. New York residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. Contact the New York State Department of Financial Services at 1-800-342-3736 or <http://www.dfs.ny.gov>.

Apple Card Information and Terms

Apple Card is issued by Goldman Sachs Bank USA, Salt Lake City Branch ("Issuer"). By submitting this application, you are requesting Issuer ("we", "us", or "our") to establish an Apple Card account (the "Account") in your name, and you are agreeing to the following terms and conditions. If approved, your Account will be governed by the Apple Card Customer Agreement provided to you at Account opening. The rates and terms associated with your Account are subject to change at any time, subject to applicable law.

1. ELIGIBILITY

To be eligible for an Account, you must:

- Be at least 18 years of age (or older depending on your state of residence);
- Be a citizen or lawful resident of the United States;
- Have an Apple ID associated with an iCloud account that is in good standing with Apple, Inc. ("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 an Apple Device that has a version of iOS or iPadOS that supports the use of the Account, has internet access, has a passcode enabled, and is associated with your Apple ID (a "Required Device") 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.

2. AUTHORIZATION FOR CREDIT BUREAU REPORTS

You authorize us to obtain one or more credit bureau reports (also known as consumer reports) and other information about you from credit bureaus and/or other third party sources for use in (1) evaluating your application for credit; (2) administering and servicing your Account; (3) collecting any amounts owed on your Account; (4) offering other products and services; and (5) other purposes permitted by law. Upon your request, we will inform you whether or not a credit bureau report was obtained and the name and address of the credit bureau that furnished the report. You understand that, after evaluating your complete application and checking your report(s), we may decide not to offer credit or products to you. The consumer report(s) that we obtain when determining if we are able to approve you for Apple Card will not result in a hard inquiry posted by the credit bureau(s) on your consumer report(s). However, if you are approved and accept Apple Card, a hard inquiry will be posted on your consumer report(s).

3. SHARING APPLE DEVICE INFORMATION

You authorize Apple to share information with Goldman Sachs Bank USA about whether an Apple device capable of supporting the use of Apple Card (also described as a Required Device above) is connected to your iCloud account and has been used recently. This information may be used by Goldman Sachs Bank USA for: (1) identity verification and fraud prevention purposes and (2) to set your initial credit line subject to the requirements of the credit policy in effect at the time of your application.

4. IMPORTANT INFORMATION ABOUT OPENING A NEW ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account. Accordingly, when you apply for an Account, Goldman Sachs will ask for your name, address, date of birth and other information that will allow Goldman Sachs to identify you. In certain cases, Goldman Sachs may ask you for additional documentation or information to meet these obligations.

You represent and warrant that any information you provide in connection with your application is accurate, complete and true in all respects.

5. PHONE COMMUNICATIONS

By providing your phone number, you expressly allow us and our affiliates or agents, solely for purposes of servicing your application or Account, to call or text you through a telephone network using an automated telephone dialing system, even if you incur charges for receiving such communications. You also agree that this consent applies to any updated phone number that you provide to us via Apple's messaging app ("**Messages**"), by calling us, or through any other communications channel that we enable for your Account.

6. SPECIAL NOTICES

For California residents: A married applicant may apply for a separate Account.

For New Jersey Residents: None of the terms in these Apple Card Terms or in the Apple Card Customer Agreement is unenforceable under New Jersey law.

For New York residents: For more information, call Issuer at 877-255-5923. New York residents may contact the New York State Department of Financial Services by telephone or visit its website for free information on comparative credit card rates, fees and grace periods. Contact the New York State Department of Financial Services at 1-800-342-3736 or <http://www.dfs.ny.gov>.

For Ohio residents: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

For Married Wisconsin residents: No provision of a marital property agreement, a unilateral statement, or a court decree adversely affects the interest of the Issuer, unless you provide the Issuer with a copy of such agreement, statement or court order, or the Issuer has actual knowledge of it, prior to the time the credit is granted.

NMLS ID: 208156. NMLS Consumer Access Website: www.nmlsconsumeraccess.org

Goldman Sachs Privacy Notice for Apple Partnership Products

This Privacy Notice describes how we collect and share your personal information. This Privacy Notice applies to any product or service that you may obtain from us through our Apple partnership (collectively “partnership products”).

Who we are

Who is providing this notice?

This notice is provided by Goldman Sachs Bank USA, Salt Lake City Branch, and its subsidiaries and affiliates that use the Goldman Sachs name (collectively, “we,” “us,” and “our”).

Sharing your information with Apple Inc.

In connection with partnership products, we share your personal information with Apple Inc. and its affiliates (collectively, “Apple”), including to market partnership products. Apple may use this information to maintain and service your account(s), create and update their records, answer questions about your account(s), perform other program functions for partnership products, and provide you with critical updates about partnership product availability.

In addition, when you provide your personal information to us to apply for partnership products, and when you update your contact information, you are also providing that information and update directly to Apple. You may also choose to share additional information with Apple. [Apple's Privacy Policy](#) describes how Apple may use and share your personal information that you provide to Apple.

FACTS

WHAT DO WE 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 we do.

What?

The types of personal information we collect and share depend on the product or service you have with us. This information can include:

- Social Security number and employment information
- account transactions and account balances
- credit history and credit scores

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 we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information

For our 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

Do we share? Yes

Can you limit this sharing? No

For our marketing purposes: to offer partnership products and to promote the use of partnership products and their features to you

Do we share? Yes

Can you limit this sharing? No

For our marketing purposes: to offer other products and services to you

Do we share? No

Can you limit this sharing? We don't share

For joint marketing with other financial companies

Do we share? No

Can you limit this sharing? We don't share

For our affiliates' everyday business purposes: information about your transactions and experiences

Do we share? Yes

Can you limit this sharing? No

For our affiliates' everyday business purposes: information about your creditworthiness

Do we share? No

Can you limit this sharing? We don't share

For our affiliates to market to you

Do we share? No

Can you limit this sharing? We don't share

For nonaffiliates to market to you

Do we share? No

Can you limit this sharing? We don't share

Questions

Call 877-255-5923 or contact us using Messages.

What we do

How do we protect your personal information?

To protect your personal information from unauthorized access and use, we use 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 do we collect your personal information?

We collect your personal information, for example, when you

- open an account or provide account information
- make deposits or withdrawals from your account or use your account
- 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 all 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.

Definitions

Affiliates

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

- Our affiliates include The Goldman Sachs Group, Inc. and its subsidiaries, including companies with a Goldman Sachs name.

Nonaffiliates

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

- Nonaffiliates we share with can include Apple Inc., its affiliates, and other companies that provide services in connection with your application(s) and account(s), including to facilitate our offering partnership products to you. We do not share with non-affiliates for them to market to you.

Joint marketing

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

- We don't jointly market.

Electronic Communications Agreement

Goldman Sachs and Apple, their 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 Card application, your Account, and any programs relating to Apple Card (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, device-level notifications, or other electronic notification methods supported by the software you use to access your Account. Any terms that are capitalized but not defined in this Agreement have the meaning given to them in the Apple Card Information and Terms (the "**Terms**").

Our ability to provide Communications to you electronically is dependent upon you 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 Account. 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 Account, 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, at which point we may close your Account; 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 Card Privacy Policy, as well as annual notices and other disclosures regarding the Privacy Policy;
- Information regarding your Account, including your Account balance and activity;
- Account statements, authorizations, and transaction histories;
- Notices to you of the resolution of any billing error regarding your Account; and
- Inquiries and notices to you about transactions made with your Account.

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 Card, 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, watchOS, or macOS (as applicable) installed on such device that supports the use of Apple Card. 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 an Account. You may request copies of Communications in paper or non-electronic form by calling 877-255-5923. You have the right to withdraw your consent at any time, at which point we may close your Account. In order to withdraw your consent, contact us using Messages or by calling us at 877-255-5923. 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 877-255-5923.

If you have any questions regarding this Agreement or your Account, please contact us at 877-255-5923.