

## MOBILE WALLET TERMS AND CONDITIONS

These Mobile Wallet Terms and Conditions (the "Terms") apply when you choose to add an eligible State Employees' Credit Union credit card or debit card ("Card") to a supported mobile wallet service offered by a third party through one or more software applications (a "Mobile Wallet") on your eligible device ("Mobile Device"). Mobile Wallets we currently support are listed on our website. We may elect to support additional Mobile Wallets from time to time, in our sole discretion, in which case these Terms will also apply. We reserve the right to terminate our participation with a Mobile Wallet or with a Provider at any time without prior notice.

Each third-party provider of a Mobile Wallet is referred to in these Terms as a "Provider." In these Terms, "you" and "your" refer to the cardholder of the Card, and "we," "us," "our," and "SECU" refer to State Employees' Credit Union, the issuer of your Card.

By selecting the check box entitled "I have read, and I understand and agree to, the Mobile Wallet Terms and Conditions," you agree to all terms, conditions, and notices contained or referenced in these Terms, and you are providing your express consent.

### **What Is a Mobile Wallet?**

A Mobile Wallet allows you to add your Card to a supported Provider's application using your Mobile Device. Your Card number is replaced with a digital number or token. Once added, you may use your Mobile Device to make payments where the Mobile Wallet is accepted. SECU is not a provider of the Mobile Wallet, and we are not responsible for any failure or inability of yours to perform a transaction using the Mobile Wallet. We are only responsible for supplying information to the Provider to allow usage of the Card in the Mobile Wallet.

### **Adding a Card to a Mobile Wallet**

When you use a Provider's application to add a Card to a Mobile Wallet you are (a) requesting that one or more virtual card number(s) for that Card be created on your behalf that emulate your Card and may be used to access your Card and any underlying SECU share, deposit, or credit card account to which the Card is linked ("Account") and authorize Card transactions, and (b) agreeing that any future use of a virtual card number and the Mobile Wallet to conduct a transaction will be subject to the terms and conditions of your existing agreements with us governing the Card used in the transaction, as well as the terms and conditions of any agreement you have with any Provider.

You further agree that we may require you to take additional steps to confirm your identity before we provide you with a virtual card number and that we may refuse to provide you with a virtual card number at our sole discretion.

### **Eligibility**

Most active Cards for which the Accounts are in good standing are eligible to be added to a Mobile Wallet. If your Account becomes delinquent, is in a negative status, or is otherwise maintained in an unsafe manner as determined by us in our sole discretion, or

you are otherwise in violation of your existing agreements with us governing your Card or Account, we may remove your Card from the Mobile Wallet. We may also decline to allow you to load a Card to a Mobile Wallet, or we may remove any Card you have already added from a Mobile Wallet, at any time, for any reason or for no reason, without prior notice to you.

### **Relationship to Other Agreements**

You agree that when you add your Card to a Mobile Wallet, your Card and any Account will remain subject to the terms and conditions of all existing applicable agreements with SECU governing that Card and any Account. This includes SECU's Account Rules and Regulations, credit card Cardholder Agreement, Consumer Privacy Notice, Online Privacy Policy, and other agreements and disclosures governing your relationship with us, as applicable (and any Arbitration Provisions contained therein). Please review those disclosures and agreements for important information about your rights and responsibilities when using your Card through a Mobile Wallet.

Nothing in these Terms supersedes or otherwise modifies any agreement you may have with us concerning the terms and conditions applicable to your Card or Accounts. If there is a conflict between any such agreement and these Terms, that agreement will take precedence over these Terms.

### **Transaction History**

You acknowledge that the transaction history displayed in some Mobile Wallets may not accurately reflect final settlement amounts of payments you authorize using the Mobile Wallet. Such information may only show authorizations made using the Mobile Wallet. Things like clearing, settlement, foreign currency exchange rates, reversals, returns, or chargebacks may change the final amount of the transaction. In addition, some transactions may incur fees, such as foreign transaction fees, which may not appear in the Mobile Wallet transaction history. Final settlement amounts and any fees will be shown on the periodic statements provided for the Account. You agree to review those statements carefully for accurate information.

### **Message and Data Rates**

You acknowledge that certain message and data rates from your wireless service providers and/or wireless carriers may apply which might impact your use of the Mobile Wallet. For example, your mobile service carrier or provider may impose data usage or text charges for your use of or interaction with the Mobile Wallet, including downloading the software, receiving or sending text messages, or other use of your Mobile Device when using the software or other products and services provided by the Mobile Wallet. You expressly agree that you are responsible for all such fees, limitations, and restrictions and that we may contact you via your Mobile Device for any purpose concerning your accounts at SECU, including account servicing and collection purposes.



### **Account Ownership/Accurate Information**

You represent that you are the legal owner or authorized user of the Card you load into a Mobile Wallet and the legal owner of any financial information which may be accessed via the Mobile Wallet. You represent and agree that all information you provide in connection with the Mobile Wallet is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of operating the Mobile Wallet. You agree not to misrepresent your identity or your account information.

### **Measures to Maintain Your Privacy and Security**

Once you have added your Card to a Mobile Wallet, we will securely transmit your Card-related and other information to your Provider to facilitate your use of the Mobile Wallet. You agree that we may share such information with the Provider, a payment network, and others in order to provide the services you have requested, to make information available to you about your Card transactions, and to improve our ability to offer these services.

**You agree that we do not control the privacy and security of any of your information that may be held by the Provider and which is governed by the privacy policy given to you by the Provider.**

You agree not to leave your Mobile Device unattended while logged into the Mobile Wallet and to log off immediately at the completion of each access by you. You agree not to provide your passwords or other access information to any other person. If you believe that someone may have unauthorized access to your Mobile Device, you agree to immediately cancel your access to the Mobile Wallet associated with the Mobile Device. You agree to notify us immediately in the event you suspect fraud or any unauthorized access to any of your Cards or Accounts. You agree to comply with all applicable laws, rules and regulations in connection with your Card and any Accounts.

It is your responsibility to maintain the physical security of your Mobile Device. You agree to take every precaution to ensure the safety, security and integrity of your Card and any Account and transactions when using the Mobile Wallet.

We may in some cases make individually identifying information available in the following circumstances: where ordered by a court or other legal body or where it is lawfully permitted or required; where we have agreed to provide information under contracts to vendors and partners to make products and services available to our members; or where the member has requested or consented to the disclosure of information. In those cases where we disclose information to outside vendors, we require that they use it for no purposes other than providing previously specified services to our members. See our Consumer Privacy Notice to learn more about how we use information about you that we collect.

## **Unauthorized Use**

You agree not to use or allow others to use your Card or Mobile Wallet in any way that would violate any agreement you have with us, including but not limited to any prohibition on fraudulent or illegal activity contained in the agreement(s) governing your use of the Card.

If you provide your Mobile Device to another person, or if you permit another person to use your Mobile Wallet, you are responsible for any transactions they authorize to the extent permitted by applicable law and the agreement(s) governing your Card and Account.

## **Changes in These Terms**

Except as otherwise required by applicable law, SECU may in its sole discretion change these Terms and modify or cancel your eligibility to use your Card with a Mobile Wallet service at any time, without notice. You cannot change these Terms, but you can cease your use of a Mobile Wallet by removing your Card(s) from the Mobile Wallet. We reserve the right to refuse any transaction for any reason. Your removal of a Card from a Mobile Wallet does not terminate these Terms. Any transactions you have made through a Mobile Wallet remain subject to these Terms regardless of your removal of one or more Cards from the Mobile Wallet.

## **Exclusion of Warranties; Limitation of Liability; Indemnification**

MOBILE WALLET SERVICES ARE OFFERED BY PROVIDERS TO YOU ON AN AS-IS BASIS. WE ARE NOT THE PROVIDER OF ANY MOBILE WALLET WE MAY ALLOW YOU TO USE WITH YOUR CARD(S), AND WE ARE NOT RESPONSIBLE FOR PROVIDING SUCH SERVICES TO YOU. UNLESS REQUIRED BY LAW, WE ARE NOT RESPONSIBLE FOR ANY FAILURES OR OUTAGES OF THE MOBILE WALLET, OR FOR ANY ERRORS AND/OR DELAYS CAUSED BY THE MOBILE WALLET, OR THE INABILITY TO USE THE MOBILE WALLET FOR ANY TRANSACTION. WE ARE NOT RESPONSIBLE FOR THE PERFORMANCE OR NON-PERFORMANCE OF ANY THIRD PARTIES IN CONNECTION WITH ANY AGREEMENT NOT WITH US THAT YOU ENTER INTO THAT MAY GOVERN YOUR USE OF A MOBILE WALLET.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF A MOBILE WALLET SERVICE IS AT YOUR SOLE RISK. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE MOBILE WALLET IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND SECU IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE. SECU MAKES NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF A MOBILE WALLET.