

## DIGITAL WALLET TERMS AND CONDITIONS

Last Modified: March 6, 2020

These terms and conditions apply when you choose to link your eligible Advantage Financial FCU credit and/or debit cards to Apple Pay, Google Pay or Samsung Pay (each a "Digital Wallet").

The terms "we" or "us" refer to Advantage Financial FCU (Advantage). The terms "you" and "your" refer to the primary accountholder and to joint accountholders with a debit card linked to an Advantage share draft account. "You" and "Yours" also refer to cardholders and authorized users of Visa consumer credit cards issued by Advantage. "Card" refers to a debit or credit card issued by Advantage. These terms and conditions are a legal agreement between you and us that governs your access to, and use of, a Digital Wallet.

Please review these Terms and Conditions carefully before you decide whether to accept them. Your account will remain subject to the terms and conditions of your Membership and Account Agreement and your Visa Consumer Credit Card Agreement (as applicable). By agreeing to these Terms and Conditions you agree to all conditions contained herein and you consent to receiving these Terms and Conditions electronically.

By adding your Card in a Digital Wallet you agree to only use your Card through that Digital Wallet in accordance with these Terms and Conditions. These Terms and Conditions supersede any prior terms and conditions you may have agreed to with respect to access to, and the use of, Cards through a Digital Wallet. If you do not agree to these Terms and Conditions, you may not add your Card to, or use your Card in connection with, a Digital Wallet.

By agreeing to these Terms and Conditions, you represent the following:

- You are 18 years old or older;
- You are the legal owner or authorized user of the account and the financial information that may be accessed by the Digital Wallet;
- All of the information you provide in connection with use of the Digital Wallet is accurate, current and complete;
- You will not misrepresent your identity or account information, and
- You are capable of entering into a legally binding agreement.

Your use of your Card in a Digital Wallet is governed by the Membership and Account Agreement between you and us as it pertains to each debit Card and the VISA Consumer Credit Card Agreement (where applicable).

The applicable Card Agreement or Client Manual is incorporated by reference as part of these Terms and Conditions. The Card Agreement or Client Manual, as applicable, contains a binding arbitration provision that affects your rights with respect to your use of such Card. The arbitration provision applies to any disputes between you and us arising from your access to or use of Cards in connection with a Digital Wallet.

You also acknowledge that your use of a Digital Wallet is subject to the terms and conditions set forth by the third-party Digital Wallet provider ("Digital Wallet Provider") or another third party supporting the Digital Wallet Provider with respect to the use of that Digital Wallet.

## **USE OF YOUR CARD**

A Digital Wallet enables you to purchase goods and services, or complete other transactions, anywhere that Digital Wallet is accepted. This may include merchants' physical locations, e-commerce locations, and in-app purchases. A Digital Wallet may not be accepted at all places where your Card is accepted and your Cards may not be eligible to use all the features and functionalities of that Digital Wallet.

All purchases made using your Card in a Digital Wallet, including delivery of goods and services, returns and warranties, are solely between you and the merchant. Advantage does not endorse or warrant any merchants that are accessible using a Digital Wallet, and we are not responsible for or liable for any loss or damage as a result of any interaction between you and a merchant.

## **ELIGIBILITY / ENROLLMENT**

We will determine, at our sole discretion, which Cards will be eligible for use through a Digital Wallet. Your account must be in good standing with Advantage and you must not be otherwise restricted from using a Digital Wallet by the Digital Wallet Provider.

To add your Card to a Digital Wallet, you must register your Card with that Digital Wallet by linking ("provisioning") your Card to that Digital Wallet. You agree to allow Advantage to share your Card information with the Digital Wallet Provider in order to provision your Card into the Digital Wallet. You will be required to complete this provisioning process for each Digital Wallet that you desire to use. You may be required to take additional steps to authenticate yourself before your Card is added to a Digital Wallet, including by providing additional identifying information. In provisioning, we may add a unique numerical identifier different from your Card number ("Token") to your Digital Wallet that enables you to make purchases through that Digital Wallet. Some Digital Wallets can only be used with a compatible device determined by the Digital Wallet Provider for that Digital Wallet ("Eligible Device"). Devices modified contrary to the manufacturer's software or hardware guidelines, including by disabling hardware or software controls are not Eligible Devices. You acknowledge that the use of a modified device to use your Card in connection with a Digital Wallet is expressly prohibited, constitutes a violation of the Terms & Conditions, and is grounds for us to deny your access to your Cards through that Digital Wallet. We do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your Eligible Device. You are responsible for the selection of an Eligible Device and for all issues relating to the operation, performance and costs associated with such Eligible Device. You authorize your wireless operator to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, account activation date, and device make and model, where provided in accordance with your mobile operator's privacy policy, to allow verification of your identity and to compare information you have provided to Advantage and the Digital Wallet Provider with your mobile operator account profile information. Advantage will only use and store this disclosed data for fraud prevention purposes.

Due to the manner in which a Digital Wallet operates, you may need to present your Eligible Device at a merchant when you return an item purchased using that Digital Wallet on such Eligible Device.

If your physical plastic Card is lost or stolen, but your Eligible Device is not lost or stolen, upon provisioning your new physical plastic Card to a Digital Wallet, the Digital Wallet will automatically assign your new physical plastic Card to your existing Token.

## **USE OF CARDS THROUGH A DIGITAL WALLET**

Please review the Membership and Account Agreement and VISA Consumer Credit Card Agreement, as applicable, for important information on your rights and responsibilities when making purchases using a debit or credit card. These rights and responsibilities apply to use of your card through a Digital Wallet.

If your PIN, biometric authentication or other passcode is compromised or your Card has been used through a Digital Wallet without your permission, or you have an Eligible Device and it has been lost or stolen, you must notify us immediately. If you fail to notify us without delay, you may be liable for part or all of the losses in connection with any unauthorized use of your Card in connection with that Digital Wallet. You agree and acknowledge that the transaction history displayed in a Digital Wallet in connection with use of your Card in that Digital Wallet solely represents our authorization of your Digital Wallet transaction and does not reflect any post-authorization activity, including but not limited to clearing, settlement, foreign currency exchange, reversals, returns or chargebacks. Accordingly, the purchase amount, currency, and other details for your Digital Wallet transaction history in connection with use of your Card in that Digital Wallet may not match the transaction amount that ultimately clears, settles, and posts to your Card's billing statement. Except as set forth in the Additional Terms below, we currently do not impose a fee for using your Card through a Digital Wallet but we reserve the right to impose a fee in the future. Please note that a Digital Wallet Provider or another third party supporting a Digital Wallet Provider may charge a fee for using your Cards in a Digital Wallet. Your telecommunications carrier or provider may impose web-enablement, data usage or text messaging fees or other charges for your use of a Digital Wallet. As a condition to using your Card in connection with a Digital Wallet, you consent to receiving from us notifications and automatically dialed calls or text messages on your devices and phones, including at the phone number you provide. If at any time you revoke this consent, we may suspend or cancel your ability to use your Cards in connection with a Digital Wallet.

## **AUTHORIZATION TO COLLECT AND SHARE DATA**

You agree that we may collect, transmit, store, and use technical, location, and login or other information about you and your use of the Cards through a Digital Wallet. You acknowledge that (i) the Digital Wallet Provider, as well as Digital Wallet Provider's sub-contractors, agents, and affiliates, or other third parties supporting that Digital Wallet and (ii) Visa, USA, Inc. and its affiliate Interlink) as well as such network's sub-contractors, agents, and affiliates, will have access to certain details of your transactions made with merchants via use of your Cards through that Digital Wallet. We will use, share and protect your personal information in accordance with our Privacy Policy. You acknowledge that the use and disclosure of any personal information provided by you directly to a Digital Wallet Provider, Visa USA, Inc., or other third parties supporting that Digital Wallet, will be governed by such party's privacy policy and not our Privacy Policy.

## **MERCHANT RELATIONSHIPS AND DISCLAIMERS**

Merchants may present to you certain discounts, rebates or other benefits (e.g. free shipping) ("Offers") in a Digital Wallet. Such Offers are subject to certain terms and conditions and may

change at any time without notice to you. We will not be liable for any loss or damage as a result of any interaction between you and a merchant with respect to such Offers. Subject to applicable law and your Membership and Account Agreement or Visa Consumer Credit Card Agreement, all matters, including delivery of goods and services, returns, and warranties, are solely between you and the applicable merchants. You acknowledge that we do not endorse or warrant the merchants that are accessible through a Digital Wallet or the Offers that they provide.

## **CHANGES TO PARTICIPATION IN A DIGITAL WALLET AND TERMS AND CONDITIONS**

Subject to applicable law, at any time we may (i) terminate your use of Cards in connection with a Digital Wallet, (ii) modify or suspend the type or dollar amounts of transactions allowed using Cards in connection with a Digital Wallet, (iii) change a Card's eligibility for use with a Digital Wallet, and (iv) change the Card authentication process. We may change or modify these Terms and Conditions, at any time without notice to you. We may revise these Terms and Conditions at any time by updating these terms on our website. You are bound by such revisions and should therefore review the current Terms and Conditions as posted by Advantage on its website from time to time.

## **INTELLECTUAL PROPERTY**

All intellectual property rights including all patents, trade secrets, copyrights, trademarks and moral rights ("Intellectual Property Rights") in a Digital Wallet (including text, graphics, software, photographs and other images, videos, sound, trademarks and logos) are owned either by the Digital Wallet Provider, us, our licensors or third parties. Nothing in these Terms and Conditions gives you any rights in respect of any intellectual property owned by the Digital Wallet Provider, us, our licensors or third parties and you acknowledge that you do not acquire any ownership rights by adding your Card to, or using your Card in connection with a Digital Wallet.

## **DISCLAIMERS OF WARRANTY**

A Digital Wallet is provided by a Digital Wallet Provider and other third parties that support that Digital Wallet and without warranty from us. You acknowledge and agree that from time to time, your use of your Card in connection with a Digital Wallet may be delayed, interrupted or disrupted for an unknown period of time for reasons we cannot control. Neither we nor our affiliates will be liable for any claim arising from or related to use of your Card through a Digital Wallet due to such delay, interruption, disruption or similar failure. You acknowledge that we are not party to the terms and conditions for a Digital Wallet between you and a Digital Wallet Provider or the other third parties supporting that Digital Wallet and we do not own and are not responsible for a Digital Wallet. We are not providing any warranty for a Digital Wallet. We are not responsible for maintenance or other support services for a Digital Wallet and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to a Digital Wallet including, without limitation, any third party product liability claims, claims that a Digital Wallet fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of a Digital Wallet, including those pertaining to Intellectual Property Rights, must be directed to the Digital Wallet Provider or the other third parties supporting that Digital Wallet.

## **LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE, OUR PROCESSORS, SUPPLIERS, OR LICENSORS (OR OUR OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF A DIGITAL WALLET, INCLUDING YOUR USE OF YOUR CARD IN CONNECTION WITH A DIGITAL WALLET. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF YOUR CARD IN A DIGITAL WALLET. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, OUR PROCESSORS, SUPPLIERS, AND LICENSORS (AND OUR AND THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF A DIGITAL WALLET, INCLUDING YOUR USE OF YOUR CARD IN CONNECTION WITH A DIGITAL WALLET; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM A DIGITAL WALLET; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH A DIGITAL WALLET BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH A DIGITAL WALLET; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL WE, OUR PROCESSORS, AGENTS, SUPPLIERS, OR LICENSORS (OR OUR OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING \$500. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

## **INDEMNITY**

You will indemnify, defend, and hold us harmless (and our employees, directors, agents, affiliates and representatives) from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (i) any actual or alleged breach of your representations, warranties, or obligations set forth in this Terms and Conditions, including any violation of our policies; (ii) your wrongful or improper use of a Digital Wallet, including willful misconduct or fraud; (iii) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (iv) your violation of any law, rule or regulation of the United States or any other country; (v) any other party's access or use of a Digital Wallet with your PIN, biometric authentication or other appropriate security code.

## **REPRESENTATION AND WARRANTY**

You represent and warrant to us that: (i) to the extent you identified a name at registration, the name identified by you when you registered your Card to be added to a Digital Wallet is your name; (ii) the Card you added to a Digital Wallet is your credit Card or debit Card; (iii) you have the authority to authorize the receipt of notices, calls and text messages from Advantage at the phone number you provide; (iv) you and all transactions initiated by you will comply with all federal, state, and local laws, rules, and regulations applicable to you, including any applicable tax laws and regulations; (v) you will not use your Card through a Digital Wallet for any fraudulent undertaking or in any manner so as to interfere with the operation of a Digital Wallet; and (vi) your use of your Card in connection with a Digital Wallet will comply with these Terms and Conditions.

## **GOVERNING LAW**

The same laws that govern your account relationships with Advantage Financial FCU as explained in your Membership and Account Agreement or Visa Consumer Credit Card Agreement, as applicable, shall govern these Terms and Conditions.

## **ADDITIONAL TERMS**

### **Samsung Pay Specific Terms:**

Use of your Advantage credit card for a Samsung Pay Money Transfer transaction will be treated as a cash advance under the Card Agreement and any applicable fees and rates will apply. We do not control or endorse any third-parties providing Samsung Pay Money Transfer services and your rights with respect to such third-parties will be set forth in the their applicable terms and conditions.

### **Google Pay Specific Terms:**

Your use of Google Pay is subject to the terms and conditions set forth in the Google Payments Terms of Service ("Google Terms") by the provider of Google Pay, Google Payment Corp. or its affiliates ("Google"), with respect to the use of Google Pay. Your card may be added to your Google Payments Account and used by Google as described in the Google Terms.