

FAMILY SAVINGS CREDIT UNION

TERMS OF USE FOR MOBILE WALLET

The following terms and conditions apply when you elect to add a Family Savings Credit Union credit or debit card to Apple Pay™, Samsung Pay™, Google Pay™, or other mobile payment solutions. In these Terms, “you” and “your” refer to the Family Savings Credit Union cardholder or authorized card user, and “we,” “us,” “our,” and “Family Savings” refer to the issuer of your credit or debit card, Family Savings Credit Union. The term “Mobile Wallet” denotes the payment solution provided by Apple Pay™, Samsung Pay™, Google Pay™ or other mobile payment solutions. The term “Virtual Card” refers to the tokenized translation of your physical Family Savings card into the format used by the Mobile Wallet. Apple™ and Apple Pay™ are trademarks of Apple Inc., registered in the U.S. and other countries. Samsung Pay and the Samsung Pay logo are trademarks of Samsung Electronics Co., Ltd. Google Pay Logo are trademarks of Google Inc.

PLEASE READ THESE TERMS OF USE CAREFULLY. BY CREATING, ACTIVATING, OR USING YOUR FAMILY SAVINGS CARD WITHIN YOUR MOBILE WALLET. YOU ACCEPT AND AGREE TO ABIDE AND BE BOUND BY THE FOLLOWING TERMS OF USE.

You are solely responsible for maintaining the confidentiality of your Mobile Wallet User ID, associated Mobile Wallet passwords, and any other method(s) which you may use from time to time to access the payment application. If you share these credentials with any other person, they may be able to use your Virtual Card(s) and have access to the personal and payment information made available through the Mobile Wallet provider.

Contact us immediately at the phone number printed on the back of your Family Savings card if you believe your supported device or authentication credentials have been lost, stolen, or compromised in any way, or if an unauthorized person has used, or may use, your credentials without authorization. These Terms of Use govern your access to, and the usage of, your Virtual Card, only as between Family Savings and you. The Mobile Wallet, your wireless carrier, and other third party services or websites incorporated in the Mobile Wallet providers may have their own terms and conditions and privacy policies (“Third Party Agreements”) and you are also subject to those Third Party Agreements when you give them your personal information, use their services, or visit their respective websites.

In addition to these Terms of Use, your use of the Mobile Wallet to purchase goods and services using a Virtual Card is governed by any existing agreements and terms including, but not limited to, the Family Savings Membership and Account Agreement, Electronic Funds Transfer Agreement and Visa Credit Card Agreement (if applicable). You can contact Family Savings to request a copy of the applicable agreements or you can access them online at <https://www.familysavingscu.com/disclosures>. Upon the addition of your Family Savings card to the Mobile Wallet, you agree to the following Terms:

1. Account Ownership. You represent that you are the legal owner of the account and other financial information which may be accessed by the Mobile Wallet. You represent and agree that all information you provide in connection with the Mobile Wallet is accurate, current, and complete. You agree not to misrepresent your identity or your account information

2. Adding Your Virtual Card. You may add an eligible Family Savings credit or debit card to the Mobile Wallet by following the instructions from the Mobile Wallet provider. Not all Family Savings cards may be eligible for the Mobile Wallet payment service. If your Family Savings card or underlying account is not in good standing, that card will not be eligible to enroll in Mobile Wallet. When you add a Family Savings credit or debit card to the Mobile Wallet, the application allows you to use the Virtual Card to enter into transactions where the Mobile Wallet payment service is accepted. Mobile Wallet may not be accepted at all places where your Family Savings credit or debit card is accepted. You agree to use the Virtual Card only with a supported device properly equipped with the Mobile Wallet and to comply with all terms and conditions applicable to the Mobile Wallet provider payment services. Please contact the Mobile Wallet provider if you have questions about the supported devices that are eligible for use with the Mobile Wallet payment services.

3. Governing Agreements. The applicable agreements that govern your Family Savings card and account do not change when you add your card to your Mobile Wallet. The Mobile Wallet provides another way for you to make purchases with your Family Savings credit or debit card. Any applicable interest, fees, and charges that apply to your account will also apply when you use Mobile Wallet. Family Savings does not charge you any additional fees for adding your card to a Mobile Wallet, or for using your Virtual Card within your Mobile Wallet. The Mobile Wallet provider and other third parties such as wireless companies or data service providers may charge additional fees.

4. Mobile Wallet Responsibility. Family Savings is not the provider of the payment solution within your Mobile Wallet, and we are not responsible for providing the Mobile Wallet service to you. Family Savings is only responsible for supplying information securely to the Mobile Wallet provider to allow the usage of the Virtual Card within your Mobile Wallet. Family Savings accepts no responsibility for any failure of the Mobile Wallet or the inability to use the Mobile Wallet to conduct transactions. We are not responsible for the performance or non-performance of the Mobile Wallet provider or any other third parties regarding any agreement you enter into with the Mobile Wallet provider or associated third-party relationships that may impact your use of the Mobile Wallet.

5. Contacting You Electronically and by Email. You consent to receive electronic communications and disclosures from us in connection with your Virtual Card and Mobile Wallet. You agree that we can contact you by email at any email address you provide to us in connection with any Family Savings account. You agree to update your contact information with us when it changes.

6. Removing Your Virtual Card from the Mobile Wallet. You should contact the Mobile Wallet provider on how to remove a Virtual Card from Mobile Wallet. Family Savings can block a Virtual Card in Mobile Wallet from purchases at any time.

7. Disputes. Disputes arising out of, or relating to these Terms will be subject to any dispute resolution procedures in any existing agreements and terms including, but not limited to, the Family Savings Membership and Account Agreement, Electronic Funds Transfer Agreement and Visa Credit Card Agreement (if applicable).

8. Right To Change Terms. Family Savings reserves the right to modify, add, or delete these Terms or any items in these Terms, at any time. We will provide notice if required by law. You cannot change these terms, but you can terminate these Terms at any time by removing all Virtual Cards from your Mobile Wallet.

9. Privacy. Your privacy and the security of your information are important to us. Family Savings privacy statement (<https://www.familysavingscu.com/disclosures>) applies to your use of your Virtual

Card in the Mobile Wallet. You agree that we may share your information with the Mobile Wallet provider, a payment network, and others in order to provide the services you have requested, to make information available to you about your Virtual Card transactions, and to improve our ability to offer these services. This information helps us to add your Family Savings credit or debit card to the Mobile Wallet and to maintain the Mobile Wallet. We do not control the privacy and security of your information that may be held by Mobile Wallet provider; that is governed by the privacy policy given to you by the Mobile Wallet provider.

10. Notices. We can provide notices to you concerning these Terms and your use of a Virtual Card in the Mobile Wallet by posting the material on our website, through electronic notice given to any electronic mailbox we maintain for you or to any other email address or telephone number you provide to us, or by contacting you at the current address we have on file for you.

11. Exclusion of Warranties; Limitation of Liability; Indemnification. 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 that Family Savings is not responsible for any damage to your mobile device or loss of data that results from the download of any material, whether due to any virus or otherwise. Family Savings 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.

You shall indemnify and hold Family Savings, its licensors, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (i) your use of any Virtual Card and the Mobile Wallet payment services or (ii) any breach of the terms and conditions set forth in these Terms of Use by you, your additional authorized card holders or other users of the Mobile Wallet payment services using your Virtual Card or credentials. You must use your best efforts to cooperate with us in the prosecution or defense of any such claim. We may have to employ counsel of our choice to defend and control of any such matter subject to indemnification by you. You have the right, at your own expense, to employ separate counsel to participate in such matter on a non-controlling basis.

As provided in any existing agreements and terms including, but not limited to, the Family Savings Membership and Account Agreement, Electronic Funds Transfer Agreement or Visa Credit Card Agreement, the Virtual Card user is responsible for all uses of the card account by authorized card users. The account holder will also be responsible for all uses made by third parties that have been authorized, including if these third parties misuse any Virtual Card or the Mobile Wallet Payment Services.

12. Questions. If you have any questions, disputes, or complaints about the Mobile Wallet, contact the Mobile Wallet provider using the information given to you by the provider. If your question, dispute, or complaint is about your Family Savings credit or debit card, you may contact us at: 888.311.3728.