



## **PACIFIC SERVICE CREDIT UNION TERMS OF USE FOR MOBILE WALLET**

These Terms of Use for Mobile Wallet (“Terms of Use”) apply when I choose to add my eligible Pacific Service Credit Union Visa Debit Card and/or Visa Credit Card (each, a “Credit Union Card”) to a Mobile Wallet application (“Mobile Wallet”) offered by a Mobile Wallet service provider (“Wallet Provider”). In these Terms of Use, “I,” “me” and “my” refer to the cardholder of the Credit Union Card, and “you,” “your” and “Credit Union” refer to Pacific Service Credit Union. “Eligible Cards” refers to any Credit Union Visa Debit Card or Credit Union Visa Credit Card that is not cancelled and has been issued to me by the Credit Union.

These Terms of Use govern my use of any Credit Union Card in a Mobile Wallet or related Wallet Provider features or services (collectively, the “Mobile Wallet Services”) available on payment-supported mobile devices commercialized by my Wallet Provider from time to time (“Supported Devices”). These Terms of Use are a legal agreement between the Credit Union and me. They apply to me and anyone else I authorize to use my Credit Union Card(s) and govern all Credit Union Cards I may create in a Mobile Wallet.

These Terms of Use govern my access to and use of my Credit Union Card only as between the Credit Union and me. My Wallet Provider, my wireless carrier, and other third party services or websites incorporated in the Mobile Wallet Services may have their own terms and conditions and privacy policies (“Third Party Agreements”) and I am also subject to those Third Party Agreements when I give them my personal information, use their services or visit their respective websites.

I ACKNOWLEDGE THAT I HAVE READ THESE TERMS OF USE CAREFULLY BEFORE ACTIVATING OR USING MY CREDIT UNION CARD, BECAUSE BY DOING SO, I ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF USE. IF I DO NOT AGREE TO THESE TERMS OF USE, I MUST NOT ACTIVATE OR USE A CREDIT UNION CARD THROUGH A MOBILE WALLET.

### **1. ADDING MY CREDIT UNION CARD TO A MOBILE WALLET**

I can add an Eligible Card to a Mobile Wallet by following the Wallet Provider’s instructions. If my Credit Union Visa Debit Card or Credit Union Visa Credit Card, or underlying account, is not in good standing, or if I am deemed to be a member not in good standing, that Credit Union Card will not be eligible to enroll in a Mobile Wallet. Prepaid cards and products are not eligible for the Mobile Wallet Services. You may permit me to add the same Eligible Card to as many as (24) Supported Devices, but this can be limited by the Wallet Provider. I agree to these Terms of Use each time I add an Eligible Card to a Supported Device. I will contact my Wallet Provider directly to learn about any additional limitations or restrictions imposed on its Mobile Wallet product and for minimum software and hardware requirements.

When I add a Credit Union Card to a Mobile Wallet, the Mobile Wallet allows me to use the Credit Union Card to enter into transactions where the Mobile Wallet is accepted. A Mobile Wallet may not be accepted at all places where my Credit Union Card is accepted.

### **2. MY CREDIT UNION CARD TERMS AND CONDITIONS DO NOT CHANGE**

The terms and conditions that govern my Credit Union Card do not change when I add my Credit Union Card to a Mobile Wallet. A Mobile Wallet simply provides another way for me to make purchases with my Credit Union Card (see Section 5 below for more details regarding how a Mobile Wallet works). If I add my Credit Union Visa Debit Card to a Mobile Wallet, the terms and conditions of the Account Agreement and Truth-in-Savings Disclosure and Electronic Funds Agreement and Disclosure (“Account Agreement”) previously provided to me are hereby incorporated by this reference. If I add my Credit Union Visa Credit Card to a Mobile Wallet, the terms and conditions of the Visa Card Account Agreement and Truth-in-Lending Disclosure (“Card Agreement”) previously provided to me are hereby incorporated by this reference.



### **3. CREDIT UNION IS NOT RESPONSIBLE FOR ANY MOBILE WALLET**

The Credit Union is not the provider of a Mobile Wallet, and you are not responsible for providing any of the Mobile Wallet Services to me. You are only responsible for supplying information securely to the Wallet Provider to allow usage of the Credit Union Card in the Mobile Wallet. You are not responsible for any failure of the Mobile Wallet or the inability to use the Mobile Wallet for any transaction. You are not responsible for the performance or non-performance of the Mobile Wallet, the Mobile Wallet Services, or any other third parties regarding any agreement I enter into with the Wallet Provider or associated third party relationships that may impact my use of the Mobile Wallet or the Mobile Wallet Services.

### **4. FEES**

Credit Union does not currently charge any fee for using my Credit Union Card in a Mobile Wallet. However, I understand and agree that Third Party Agreements may contemplate fees, limitations and restrictions which might affect my use of any of my Credit Union Cards (such as data usage or text messaging charges imposed on me by my wireless carrier). I agree to be solely responsible for all such fees and agree to comply with such limitations and restrictions.

### **5. HOW A MOBILE WALLET WORKS**

A Mobile Wallet enables me to create virtual representations of my Eligible Cards on my Supported Device that will permit me to use my Supported Device to make (i) payments at merchants' magnetic stripe card and/or contactless-enabled point-of-sale terminals or readers that accept payments using a Credit Union Card (in lieu of me presenting my physical Eligible Card) and (ii) in-app or other digital commerce payments at merchants participating in the Mobile Wallet Services. I agree to use the Credit Union Card only with a Supported Device properly equipped with Mobile Wallet and to comply with all terms and conditions applicable to the Mobile Wallet Services, including but not limited to maintaining up to date software on my Supported Device. I will contact my Wallet Provider directly if I have questions about the Supported Devices that are eligible for use with the Mobile Wallet Services.

When I select an Eligible Card to use with Mobile Wallet, certain account information for the Eligible Card will be transmitted to and stored within my Supported Device to facilitate my participation in Mobile Wallet Services. Once the account information for an Eligible Card has been stored on my Supported Device, it is represented by a Credit Union Card within Mobile Wallet. By selecting a Credit Union Card and making payments at a merchant's magnetic stripe card or contactless-enabled point-of-sale terminal or reader or using that Credit Union Card for an in-app purchase using my Supported Device, I am authorizing the payment for the merchant's products or services with that Credit Union Card through the Mobile Wallet Services. To complete transactions above a certain dollar amount, merchants may require presentation of a physical companion card or a government-issued form of identification for inspection to authenticate my identity. Once created, a Credit Union Card may work even if I do not have wireless service.

For each Eligible Card added to Mobile Wallet, I may also view the most recent transactions made by me on that Eligible Card, whether or not made using the Supported Device. The information will include the date, purchase amount and merchant name. Please note that some of the listed transactions may be pending charges, which are temporary and are subject to change (for instance, pre-authorizations at restaurants and hotels). Mobile Wallet provides me with the option and ability to turn off this purchase transaction reporting for each Credit Union Card.

Purchases or other transactions I make with any of my Credit Union Cards are governed by the Account Agreement or Card Agreement, as applicable, for the Eligible Card I used to create my Credit Union Card. If a problem arises with the product or service I purchased through use of the Credit Union Card, I first should try to resolve the problem directly with the merchant, but I may also have rights under my Account Agreement or Card Agreement, as applicable.



## **6. THIRD PARTY AGREEMENTS AND SUPPORT**

These Terms of Use only address the terms and conditions that apply to my use of my Credit Union Cards. My Wallet Provider, my wireless carrier, and other third party websites or services integrated in the Mobile Wallet Services have their own Third Party Agreements and I am subject to those Third Party Agreements when I give them my personal information, use their services or visit their respective sites. The Credit Union is not responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or function of my Wallet Provider's or any third party's products or services. It is my responsibility to read and understand the Third Party Agreements before activating or using a Credit Union Card in Mobile Wallet.

You are not responsible for, and do not provide, any support or assistance for any third party hardware, software or other products or services (including any Mobile Wallet Service or my Supported Device). If I have any questions or issues with a third party product or service, including issues pertaining to the operation of my Supported Device, I must contact the appropriate third party in accordance with that third party's procedures for customer support and assistance. If I have any questions or issues pertaining to the Mobile Wallet (other than questions or issues specific to the use of a Credit Union Card), I must contact the Wallet Provider.

## **7. PRIVACY**

My privacy is important to the Credit Union. Pacific Service Credit Union's Privacy Policy (available online at [www.pacificservice.org](http://www.pacificservice.org)) applies to my use of my Credit Union Card in Mobile Wallet. I agree that you may share my information with my Wallet Provider, a payment network, and others in order to provide the services I have requested, to make information available to me about my Credit Union Card transactions, and to improve your ability to offer these services. This information helps you to add my Credit Union Card to Mobile Wallet and maintain Mobile Wallet. You do not control the privacy and security of my information that may be held by my Wallet Provider and that is governed by the privacy policy given to me by the Wallet Provider.

### *Supported Devices Sharing the same Cloud Account*

If I add a Credit Union Card to one of my Supported Devices and have other Supported Devices sharing the same Cloud account with the Wallet Provider ("Other Supported Devices"), the Wallet Provider may collect and use information related to my Eligible Card and Credit Union Card, permit that Credit Union Card to be added to Other Supported Devices and display on those Other Supported Devices the last 5 digits of the associated Eligible Card and potentially other information. In addition, if I delete a Credit Union Card from one of my Supported Devices, the Wallet Provider will continue to permit for a short period of time that Credit Union Card to be added on all of my Supported Devices that share the same Cloud Account and display the last 5 numbers of the associated Eligible Card. In each of these instances, my Credit Union Card will not be added to any of my Other Supported Devices unless I verify that Credit Union Card with you on that device.

## **8. SECURITY OF MY MOBILE WALLET SERVICE**

I understand that you and your service providers may utilize commercially reasonable security practices to protect your members, including authentication of member accounts and transactions, and that you and your service providers reserve the right to deny my addition of a Credit Union Card to a Mobile Wallet in the event of any security concerns or for other reasonable cause at your sole discretion. **DESPITE YOUR SECURITY PROCEDURES, I UNDERSTAND AND AGREE THAT YOU ARE NOT RESPONSIBLE FOR THE SECURITY OF MY MOBILE WALLET SERVICE, AND THAT IT IS MY RESPONSIBILITY TO PROTECT ACCESS TO MY CREDIT UNION CARD AND SUPPORTED DEVICE.**

I am solely responsible for maintaining the confidentiality of my Mobile Wallet User ID, passwords and any other means that I may from time to time use to access the Mobile Wallet. If I share these credentials with any other person, they may be able to use my Credit Union Card and get access to my personal and payment information



available through the Mobile Wallet Services. I should keep my Supported Device and these credentials secure in the same manner as I would keep my cash, checks, credit cards, and other personal identification numbers and passwords secure. Subject to the Account Agreement or Card Agreement, as applicable, governing the use of the Eligible Card I use to create my Credit Union Card, I am responsible for all transactions made using my Credit Union Card.

#### **9. LOST, STOLEN OR UNAUTHORIZED USE OF MY SUPPORTED DEVICE**

I must call you immediately at (888) 858-6878 if I believe my Supported Device or authentication credentials have been lost, stolen or compromised in any way or an unauthorized person has used or may use my credentials without authorization. I must also change my credentials immediately to avoid any unauthorized use of a Credit Union Card or of my personal information. If I get a new Supported Device, I must ensure that I delete all my Credit Union Cards and other personal information from my prior Supported Device.

I must cooperate with you in any investigation and use any fraud prevention or other related measures you recommend.

Mobile Wallet and my Supported Device may contemplate certain security features and procedures to protect against unauthorized use of any of my Credit Union Cards. These features and procedures are the sole responsibility of my Wallet Provider. I agree not to disable any of these security features and to use these security features and procedures to safeguard all my Credit Union Cards.

#### **10. SUSPENSION OR TERMINATION OF SERVICES**

You reserve the right for any reason to discontinue offering or supporting any Credit Union Card or to not participate in the Mobile Wallet Services. Except as otherwise required by applicable law, you may block, restrict, suspend or terminate my use of any Credit Union Card at any time without notice and for any reason, including if I violate these Terms of Use or any of my agreements with you, if you suspect fraudulent activity or as a result of the cancellation or suspension of my Eligible Card account. I agree that you will not be liable to me or any third party for any block, suspension, cancellation or termination of my use of any Credit Union Card.

I may remove one or more of my Credit Union Cards from a Mobile Wallet at any time by pressing the “Delete” button in Mobile Wallet or by calling the number on the back of my Eligible Card.

#### **11. DISCLAIMER OF WARRANTIES**

I EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF ANY CREDIT UNION CARD IS AT MY SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY CREDIT UNION CARD IS PROVIDED TO ME “AS IS” AND “AS AVAILABLE,” WITH ALL DEFECTS THAT MAY EXIST FROM TIME TO TIME AND WITHOUT WARRANTY OF ANY KIND. CREDIT UNION HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO ANY CREDIT UNION CARD, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. YOU ALSO DO NOT WARRANT AGAINST INTERFERENCE WITH MY ENJOYMENT OF ANY CREDIT UNION CARD, OR THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, A CREDIT UNION CARD WILL MEET MY REQUIREMENTS, THAT THE OPERATION OR AVAILABILITY OF A CREDIT UNION CARD WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN A CREDIT UNION CARD WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CREDIT UNION, ANY OF ITS AUTHORIZED REPRESENTATIVES OR ANY THIRD PARTY SHALL CREATE ANY WARRANTY.

ACCESS, USE AND MAINTENANCE OF A CREDIT UNION CARD DEPEND ON THE MOBILE WALLET SERVICES AND THE NETWORKS OF WIRELESS CARRIERS. CREDIT UNION DOES NOT OPERATE THE MOBILE WALLET SERVICES OR SUCH NETWORKS AND HAS NO CONTROL OVER THEIR OPERATIONS. YOU WILL NOT BE LIABLE TO ME FOR ANY

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CIRCUMSTANCES THAT INTERRUPT, PREVENT OR OTHERWISE AFFECT THE FUNCTIONING OF ANY CREDIT UNION CARD, SUCH AS UNAVAILABILITY OF THE MOBILE WALLET SERVICES OR MY WIRELESS SERVICE, COMMUNICATIONS, NETWORK DELAYS, LIMITATIONS ON WIRELESS COVERAGE, SYSTEM OUTAGES, OR INTERRUPTION OF A WIRELESS

CONNECTION. THE CREDIT UNION DISCLAIMS ANY RESPONSIBILITY FOR THE MOBILE WALLET SERVICES OR ANY WIRELESS SERVICE USED TO ACCESS, USE OR MAINTAIN A CREDIT UNION CARD.

USE OF A CREDIT UNION CARD INVOLVES THE ELECTRONIC TRANSMISSION OF PERSONAL INFORMATION THROUGH THIRD PARTY CONNECTIONS. BECAUSE YOU DO NOT OPERATE OR CONTROL THESE CONNECTIONS, YOU CANNOT GUARANTEE THE PRIVACY OR SECURITY OF THESE DATA TRANSMISSIONS. ADDITIONALLY, MY SUPPORTED DEVICE'S BROWSER IS GENERALLY PRE-CONFIGURED BY MY WIRELESS CARRIER. I MUST CHECK WITH MY WALLET PROVIDER AND MY WIRELESS CARRIER FOR INFORMATION ABOUT THEIR PRIVACY AND SECURITY PRACTICES. FOR PERSONAL OR CONFIDENTIAL INFORMATION SENT TO OR FROM THE CREDIT UNION OVER THE INTERNET FROM MY SUPPORTED DEVICE, YOU RESERVE THE RIGHT TO LIMIT SUCH CONNECTIONS TO SECURE SESSIONS THAT HAVE BEEN ESTABLISHED USING TRANSPORTATION LAYER SECURITY OR OTHER SECURITY STANDARDS YOU SELECT.

YOU MAKE NO GUARANTEES ABOUT THE INFORMATION SHOWN IN THE MOBILE WALLET SERVICES. YOU ALSO ARE NOT RESPONSIBLE FOR MY SUPPORTED DEVICE OR THE SOFTWARE OR HARDWARE IT CONTAINS AND MAKE NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES REGARDING THE SAME. THIS SECTION 11 SHALL SURVIVE ANY TERMINATION OF THESE TERMS OF USE.

## **12. LIMITATION OF LIABILITY**

EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL THE CREDIT UNION, ITS AFFILIATES, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR DEATH, PERSONAL INJURY, PROPERTY DAMAGE, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL OR FINANCIAL DAMAGES, LOST REVENUES, OR OTHER LOSSES OF ANY KIND, ARISING OUT OF THESE TERMS OF USE OR IN ANY WAY RELATED TO MY USE OR INABILITY TO USE ANY CREDIT UNION CARD, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS SECTION 12 SHALL SURVIVE ANY TERMINATION OF THESE TERMS OF USE.

## **13. LICENSE**

A CREDIT UNION CARD IS LICENSED, NOT SOLD, TO ME FOR USE ONLY UNDER THESE TERMS OF USE. CREDIT UNION RESERVES ALL RIGHTS NOT EXPRESSLY GRANTED TO ME.

I am granted a non-exclusive, non-sublicensable, non-transferable, personal, limited license to install and use the Credit Union Card on my Supported Device solely in accordance with these Terms of Use. The license is limited to use on any Supported Device that I own or control and as permitted by any applicable Third Party Agreements. Such license does not allow me to use the Credit Union Cards on any device that I do not own or control (or for which I do not have authorization to install or run Mobile Wallet or the Credit Union Card), and I may not distribute or make any Credit Union Card available over a network where it could be used by multiple devices at the same time.

Certain software that Credit Union uses to provide the Credit Union Cards has been licensed from third parties (each a "Third Party Licensor ") that are not affiliated with Credit Union. This limited right to use such software is revocable at the discretion of the Credit Union. The Credit Union and its Third Party Licensors retain all right, title and interest in and to the software used by the Credit Union to provide the Credit Union Cards and any modifications and updates thereto. I agree that I will not use any third-party materials associated with the Credit



Union Cards or the Mobile Wallet Services in a manner that would infringe or violate the rights of any party, and that you are not in any way responsible for any such use by me. All third party intellectual property marks, including the logos of merchants, are the property of their respective owners.

I may not rent, lease, lend, sell, redistribute or sublicense the Credit Union Card or the Mobile Wallet Services. I may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of any Credit Union Card or the Mobile Wallet Services, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing the use of any open sourced components included with a Credit Union Card or the Mobile Wallet Services). Any attempt to do so is a violation of the rights of the Credit Union and its Third Party Licensors. The terms of the license will govern any upgrades provided by the Credit Union that replace or supplement any Credit Union Card, unless such upgrade is accompanied by a separate agreement in which case the terms of that agreement will govern.

I agree that a Credit Union Card may be automatically updated or upgraded without notice to me. At any time, at your sole discretion and without prior notice, you may expand, reduce or suspend the type and/or dollar amounts of transactions allowed using a Credit Union Card or change the enrollment process.

The license granted hereunder is effective until terminated by me or the Credit Union. My rights will terminate automatically without notice from the Credit Union if I fail to comply with these Terms of Use or if you terminate my use of my Credit Union Card. Upon termination of the license, I must cease all use of the Credit Union Card and delete all Credit Union Cards from the Mobile Wallet.

#### **14. GOVERNING LAW**

I understand and agree that these Terms of Use and all questions relating to its validity, interpretation, performance and enforcement, shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. I also agree to submit to the personal jurisdiction of the courts of the State of California.

#### **15. CHANGES TO THESE TERMS OF USE**

You reserve the right to revise these Terms of Use at any time and I am deemed to be aware of and bound by any changes to these Terms of Use by my continued access to or use of any Credit Union Card. I will be able to view the revised Terms of Use on my Supported Device by accessing any of my Credit Union Cards. If I do not accept any revisions made to these Terms of Use, my sole and exclusive remedy is to cancel my use of and delete all Credit Union Cards.

#### **16. COMMUNICATION**

As a condition to activating and using Credit Union Cards, I consent to receive certain messages on my Supported Device (i.e., SMS, MMS) from you. I also agree to receive notices and other communications from you by e-mail to the e-mail address on file for the relevant Eligible Card account. To update the contact information you have on file for me, I must login to BranchLine, the Credit Union's online banking system at [www.pacificservice.org](http://www.pacificservice.org), or call the number on the back of my Eligible Card.

#### **17. INDEMNIFICATION**

I agree to indemnify, defend and hold harmless Credit Union, its licensors, sponsors, subsidiaries, affiliates, officers and employees, from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (i) my use of any Credit Union Card and the Mobile Wallet Services or (ii) any breach of the terms and conditions set forth in these Terms of Use by me or other users of the Mobile Wallet Services using my Credit Union



Card or credentials. I must use my best efforts to cooperate with you in the prosecution or defense of any such claim. You have the right to employ counsel of your choice to defend and control any such matter subject to indemnification by me. I have the right, at my own expense, to employ separate counsel to participate in such matter.

#### **18. MISCELLANEOUS**

My access to and use of a Credit Union Card is subject to all applicable federal, state and local laws and regulations. You reserve the right to seek all remedies available at by law and in equity for violations of these Terms of Use. These Terms of Use (including all agreements referenced in these Terms of Use) set forth the entire understanding and agreement between you and me, whether written or oral, with respect to the subject matter hereof and supersede any prior or contemporaneous understandings or agreements with respect to such subject matter. If any part of these Terms of Use are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms of Use shall continue in effect. Your failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. Section headings in these Terms of Use are for convenience only and have no legal or contractual effect. You may assign these Terms of Use, in whole or in part, at any time with or without notice to me. I may not assign these Terms of Use, or any part of it, to any other party. Any attempt by me to do so is void. These Terms of Use shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. There are no third-party beneficiaries to these Terms of Use. The terms of this Section 18 will survive termination of these Terms of Use, together with any other terms which by their nature the parties contemplate should survive.

