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## POLISH-AMERICAN FEDERAL CREDIT UNION DIGITAL WALLET TERMS AND CONDITIONS

These Terms and Conditions govern your access, consent, and use of your Polish-American Federal Credit Union credit and debit cards in the Digital Wallet application such as Apple Pay®, Google Pay®, and Samsung Pay® and related features and services offered through Credit Union.

### **1. Digital Wallet Service.**

The Digital Wallet Service is available for the purpose of purchasing goods and services with a compatible wireless mobile phone or device with merchants who accept Digital Wallet applications (Apple Pay, Google Pay®, Samsung Pay®, etc.) as a form of payment. The Digital Wallet service enables you to create and store virtual representations of your eligible Credit Union Cards and add account information on your supported device creating a “Digital Wallet” that will permit you to use your Digital Wallet to authorize and make payments at merchant’s point of sale terminals or readers without your plastic Credit Union Card. Your Digital Wallet may not be accepted at all places where your Credit Union Card is accepted. By storing your debit or credit card number in a Digital Wallet, you agree that any use will be subject to the terms of your existing debit or credit card agreement, respectively, as may be amended. If your phone or device is lost, stolen or compromised, please contact Polish-American Federal Credit Union right away.

### **2. Eligibility & Enrollment.**

Only Credit Union Cards that we indicate are eligible can be added as a Digital Wallet. If your Credit Union Card or account is not in compliance with the Credit Union Card Agreement, that Credit Union Card will not be eligible to enroll as a Digital Wallet. You can add an eligible Credit Union Card as a Digital Wallet by registering the Card with your payment service provider. If additional verification is required to add your card to a Digital Wallet, we may need to ask for additional verification using text message or email. If you choose text messages as your verification method, you consent to receive text messages at the mobile phone number you have on file with us for this card. Text messages may be transmitted using auto-dialer technology. Your usual wireless carrier fees may apply. Alerts sent via SMS may not be delivered to you if your phone is not in the range of a transmission site, or if sufficient network capacity is not available at a particular time. Even within coverage, factors beyond the control of the carrier may interfere with message delivery for which the carrier is not responsible.

### **3. Card & Service Responsibility.**

You understand and agree that your storage and use of your card number, token and access code in a Digital Wallet application you establish is a permitted use of your Card and account as you authorize. If you allow your Digital Wallet or the mobile device on which your Digital Wallet is stored to be used, you agree you are responsible for all transactions resulting from the use of your Digital Wallet. You are solely responsible for maintaining the security of your User ID and password. If you share these credentials with any other person, you expressly authorize them to access your personal information, your accounts and use your Digital Wallet. Credit Union is not the provider of the payment service or Digital Wallet service, and we are not responsible for providing the service to you. We are only responsible for supplying information securely to the payment and Digital Wallet provider to allow use of your Credit Union Card as a Digital Wallet. We are not responsible for any failure of the payment service and Digital Wallet service, or the inability to use your Digital Wallet for any transaction. We are not responsible for the performance or non-performance of these service providers or any other third parties regarding any agreement you enter into with the Digital Wallet.

### **4. Limitation of Liability.**

CREDIT UNION IS NOT RESPONSIBLE FOR THE SERVICE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, AND CREDIT UNION IS NOT RESPONSIBLE FOR THE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT. WITH REGARD TO THE SERVICE, CREDIT UNION MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY OR THE

ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CREDIT UNION WILL CREATE A WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SHOULD THE SERVICE PROVE DEFECTIVE, CREDIT UNION ASSUMES NO LIABILITY FOR THE COSTS OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

#### **5. Information Sharing & Privacy.**

By enrolling and using Digital Wallet, you authorize Credit Union to collect information from applicable payment providers to verify your identity and to enable you to use a Digital Wallet and payment service. You agree that we may share your information with applicable payment providers, Digital Wallet service providers, payment networks, and others in order to provide the services you have requested, to make information available to you about your Digital Wallet transactions. We do not control the privacy and security of your information that may be held by the Wallet provider and that is governed by the privacy policy given to you by the Wallet provider. You agree not to leave your Mobile Device unattended while logged into the Wallet and to log off immediately at the completion of each access by you. You agree not to provide your password 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 Wallet associated with the Mobile Device. You agree to provide us with immediate notice in the event you suspect fraud or any unauthorized access to any of your accounts. You agree to comply with all applicable laws, rules and regulations in connection with your Card. The Credit Union will provide your information in accordance with Credit Union's Privacy Policies. Your privacy and the security of your information are set forth in our Privacy Policy (available online at [www.mypafcu.com](http://www.mypafcu.com)) that applies to your use of your Digital Wallet. We do not control the privacy and security of your information that may be held by these providers, which is governed by the privacy policy given to you by these providers.

#### **6. Discontinuing the Service.**

Upon your request or for our protection, we can block, restrict or suspend a Credit Union Card from use as a Digital Wallet at any time. You may delete or remove a Credit Union Card as a Digital Wallet through the applicable payment service. You can terminate these Terms at any time by removing all Credit Union Cards from the Digital Wallet service. We can terminate these Terms at any time. We can also change these Terms, or add or delete any items in these Terms, at any time. We will provide notice if required by law.

#### **7. Contacting You Electronically.**

By enrolling, you consent to receive electronic communications and notices from us in connection with your Credit Union Card and the Digital Wallet by email or on your device. You agree that we can contact you by email at any email address you provide to us in connection with your service enrollment or any Credit Union account.

#### **8. Consent.**

By enrolling in the service, you agree to receive these Terms and Conditions electronically and acknowledge that you have read and agree to be bound by these Terms and Conditions and your acceptance will be considered binding as if you provided a manual signature. If you do not agree to provide this consent or otherwise do not want to use the Service, please do not proceed with enrollment.

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