CALIFORNIA COAST CREDIT UNION (CCCU) TERMS AND CONDITIONS AND PRIVACY POLICY FOR USING THE DIGITAL WALLET SERVICE

PLEASE READ THESE TERMS CAREFULLY BEFORE CREATING, ACTIVATING OR USING YOUR DIGITAL CARD, BECAUSE BY DOING SO, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS.

IF YOU DO NOT WANT TO AGREE TO THESE TERMS, YOU MUST NOT CREATE, ACTIVATE OR USE A DIGITAL CARD

## **Digital Wallet Terms and Conditions**

The following terms and conditions govern your use of any Digital Card in the Digital Wallet application (collectively, "Digital Wallet") available on Digital Wallet Service supported devices. These terms are a legal agreement between you and CCCU and govern any Digital Card you may use in a Digital Wallet Service. By using your Digital Card, you acknowledge and agree to the following terms and conditions disclosed on the separate Mastercard® Credit Card Account Opening Disclosure, the Electronic Funds Transfer Disclosure, Disclosure of Account Information, and any future amendments to these CCCU Mastercard® Card Agreements.

## **Digital Wallet Service**

Digital Wallet allows you to add your CCCU Cards to an application using your Mobile Device. Your CCCU Card number is replaced with a digital number or token. Once added, you understand that you may use your Mobile Device to make payments only where the Digital Wallet is accepted. CCCU is not a provider of the Digital Wallet and we are not responsible for any failure or inability to perform a transaction using the Digital Wallet. We are only responsible for supplying information securely to the Digital Wallet provider to allow usage of the CCCU Card in the Digital Wallet.

# **Eligibility**

You must have the power, authority, and capacity to accept these terms. Your CCCU Card accounts must be active and in good standing to be eligible to be added to a Digital Wallet. If your CCCU Card or any underlying CCCU account becomes delinquent, is in negative status or is otherwise maintained in an unsafe manner as determined by CCCU in its sole discretion, your CCCU Card may be removed by CCCU from the Digital Wallet for continued use.

# **Relationship to Other Agreements**

You agree that when you add your CCCU Card to a Digital Wallet service, your CCCU Card and account will remain subject to the terms and conditions of all existing agreements with CCCU. You acknowledge that certain message and data rates may apply from your wireless service providers and/or wireless carriers which might impact your use of the Digital Wallet. For example, your mobile service carrier or provider may impose data usage or text charges for your use of or interaction with the Digital 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 Digital 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 CCCU, including account servicing and collection purposes.

# **Account Ownership/Accurate Information**

You acknowledge that you are the legal owner of the account and other financial information which may be accessed via the Digital Wallet. You acknowledge and agree that all information you provide in connection with the Digital Wallet is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of operating the Digital Wallet. You agree not to misrepresent your identity or your account information.

## **Privacy and Security**

## Privacy

While creating your Digital Card, you agree that we may collect certain information to verify your identity to enable you to use a Digital Card and facilitate your participation in the Digital Wallet. You authorize CCCU to collect, use and share your information in accordance with the applicable CCCU privacy notice and U.S. Online Privacy statement.

### **Security**

You are solely responsible for maintaining the confidentiality of your User ID, passwords and any other means that access the Digital Wallet application. If you share these credentials with anyone, that person may be able to use your Digital Card(s) and get access to your personal and payment information available through the Digital Wallet. Call us immediately at the CCCU telephone number printed on the back of your Card if you believe your Device or authentication credentials have been lost, stolen or compromised in any way or an unauthorized person has used or may use your credentials. You agree to comply with all applicable laws, rules and regulations in connection with your CCCU Card.

You agree to take every reasonable precaution to ensure the safety, security, and integrity of your account and transactions when using the Digital Wallet.

#### **Changes in Terms**

Except as otherwise required by law, CCCU may in its sole discretion change these terms, and modify or cancel eligibility to use your CCCU Card with a Digital Wallet service at any time, and without notice. You cannot change these terms but you can terminate them by removing your CCCU Card(s) from the Digital Wallet. CCCU reserves the right to refuse any transaction for any reason.

#### **Exclusion of Warranties and Limitations of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF A DIGITAL WALLET SERVICE IS AT YOUR SOLE RISK. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE DIGITAL WALLET IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND CALIFORNIA COAST CREDIT UNION 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. CALIFORNIA COAST CREDIT UNION MAKES NO REPRESENTATION OR WARRANY AS TO THE COMPLETENESS, ACCURACY AND RELIABILITY OF ANY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF A DIGITAL WALLET SERVICE.