

# DIGITAL WALLET (MOBILE PAY) USER AGREEMENT

## N.E.W. CREDIT UNION

This agreement contains terms and conditions that apply when you choose to add an N.E.W. Credit Union MasterCard debit card (Card) to a Digital Wallet (Wallet). The terms “you” and “your” reference the member, or cardholder, and the terms “we”, “us”, “our” and “Credit Union” refer to N.E.W. Credit Union. The term “their” refers to the Wallet provider, which includes Apple Pay™, Google Pay™ and/or Samsung Pay™. If you do not agree to this Agreement, you must not create, activate or use an N.E.W. Credit Union Card in a Digital Wallet.

The Digital Wallet service is available for purchasing goods and services using a compatible wireless mobile phone or device with merchants who accept Apple Pay, Google Pay and/or Samsung Pay as a form of payment. This enables you to create and store virtual representations of your eligible Credit Union Cards and add account information on your supported device, creating a mobile Wallet that will permit you to use your Wallet to authorize and make payments at merchants’ point of sale terminals or readers without using your plastic Card. Your Wallet may not be accepted at all places where your Card is accepted. The purchase transactions with your Card, used as a Wallet, will still be governed by your Credit Union Payment Card Agreements.

When you add your Credit Union Card to a Digital Wallet, you agree;

1. **Adding Cards.** To add a Card to a Wallet, follow the instructions of the Wallet provider. Only the Credit Union Cards that are eligible may be added to a Wallet. If your Credit Union Card or Account is not in good standing, you may not be able to add the Card to the Wallet. Adding a Credit Union Card to a Wallet allows you to perform transactions wherever the Wallet is accepted.
2. **Fees.** N.E.W. Credit Union does not charge fees for adding a Card to a Wallet. These terms and conditions do not change the Cardholder Agreement which governs your Credit Union Debit Card. Applicable interest, fees and charges that may apply per the N.E.W. Credit Union Cardholder Agreement(s) may apply when you use the Wallet to perform transactions. The Wallet provider and other third parties, such as your wireless company or data service provider, may charge you fees.
3. **N.E.W. Credit Union’s Responsibility.** The Credit Union is not the provider of the Wallet, and we are not responsible for providing Wallet services to you. The Credit Union is only responsible for supplying secure information to the Wallet provider to allow usage of the Card in the Wallet. We are not responsible for any failure of the Wallet or for any inability to use the Wallet. We are not responsible for the performance of the Wallet provider or of any third parties you enter into an agreement with through the Wallet provider or associated third party relationships that may impact your use of the Wallet.
4. **Email Communication.** You agree to receive email communication related to your Card and the Wallet. You agree that the Credit Union may contact you by email at any email address on file for your account(s) with the Credit Union. Email communication may include communications from vendors working on the Credit Union’s behalf to service your Card(s) and Account(s). You agree to maintain a current email address on file with the Credit Union, and to update it any time it changes.
5. **Notices.** You agree that the Credit Union can provide notices related to these Terms and your Card in the Wallet by posting them to our website, using an electronic notice provided to an email address you have on file with us, or by mailing the notice to the address we have on file for you. You agree to maintain current contact information with the Credit Union and to update your contact information anytime it changes. You may contact us at 1-800-924-1250.
6. **Removing Cards.** Contact your Wallet provider for directions on how to remove your Card from the Wallet. The Credit Union can assist you with blocking a Credit Union Card in the Wallet at any time.
7. **Change in Terms.** The Credit Union may change these Terms at any time, without prior notice to you. You may terminate these Terms at any time by removing your Card from the Wallet.
8. **Data Privacy.** You agree that we may collect, transmit, store and use certain information about you and your use of your Card in the Wallet. The transmission, storage, and usage of this data are governed by the privacy policy applicable to your Card or the underlying account. You understand and acknowledge that third parties, such as Apple, MasterCard, Google or Samsung, will have access to certain details regarding eligible Card

transactions made using the Wallet. You understand that information that is provided to or held by these third parties in relation to the Wallet is outside the control of the Credit Union. Any information you disclose to the third party is subject solely to their security policies and governed by their respective privacy policies and not the Credit Union privacy policy applicable to your Card or the underlying account. You may access the Credit Union's Privacy Notice at [www.newcu.org](http://www.newcu.org).

9. **Indemnity.** You agree to indemnify, defend and hold N.E.W. Credit Union harmless from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of your use of the Wallet, any negligent or intentional action or inaction, and/or any breach of the Terms and Conditions of this Agreement. You agree that this paragraph shall survive the termination of this Agreement for any reason.
10. **Report Lost or Stolen Devices or Cards.** If you enroll in the Wallet service and your device is lost or stolen, or you have reason to believe that your device has been compromised, including that of your PIN or other security device, you agree to contact us immediately so that we can act to disable your Card for use within the Wallet service. Given that your device can be used like a Card to make purchases, you must notify us if your actual Card is lost or stolen. If you fail to notify us, you may be liable for all or a portion of the losses associated with unauthorized use of your Card whether that use was through the Wallet or not.
11. **Security.** You are solely responsible for maintaining the confidentiality of your user IDs, passwords, device passwords and any other means that you may use to securely access the Wallet service on your device. If you share these credentials with anyone, that person may be able to use your Wallet to make purchases or obtain access to your personal and payment information. You agree to safeguard your device always and not leave it unattended.
12. **Account Ownership/Accurate Information.** You represent that you are the legal owner or the account(s) and other financial information which may be accessed via the Wallet service. You represent and agree that all information you provide to us in connection with the Wallet service is accurate, current and complete. You agree not to misrepresent your identity or your account information. You agree to keep your account information confidential, current and accurate. You represent that you are an authorized user of the device you will use to access the Wallet.