COMMONWEALTH
central credit union

These Mobile Wallet Terms of Use ("Terms") apply when you choose to add a CommonWealth Central Credit Union credit or debit card to a third party mobile payment system such as Apple, Samsung, Google, etc. (each a "Wallet"). In these Terms, "you" and "your" refer to the cardholder or any user of the CommmonWealth Credit Union issued debit card or credit card (the "Card"). "We," "us," "our," and "CommonWealth Central" refer to the issuer of your Card, CommonWealth Central Credit Union.

When you add a CommonWealth Central Credit Union Card to the Wallet, you agree to these Terms:

**1. Adding Your Card:** You can add an eligible CommonWealth Central Credit Union Card to the Wallet by following the instructions of the Wallet provider. Only Cards that we indicate are eligible can be added to the Wallet. If your CommonWealth Central Credit Union Card or underlying account is not in good standing, that Card will not be eligible to enroll in the Wallet. When you add your CommonWealth Central Credit Union Card to the Wallet, the Wallet allows you to use the Card to enter into transactions where the Wallet is accepted. You understand that your use of the Wallet also will be subject to agreements or terms of Apple, Samsung, Google or other third parties. The Wallet may not be accepted at all places where your CommonWealth Central Credit Union Card is accepted.

**2. Your CommonWealth Central Credit Union Card Terms:** The terms and conditions that govern your CommonWealth Central Credit Union Card do not change when you add your Card to the Wallet. The Wallet simply provides another way for you to make purchases with your CommonWealth Central Credit Union Card. Any applicable interest, fees, and charges that apply to your Card will also apply when you use the Wallet to access your Card. CommonWealth Central Credit Union does not charge you any additional fees for adding your Card to the Wallet or using your Card in the Wallet. The Wallet provider and other third parties such as wireless companies or data service providers may charge you fees.

**3. Responsibility:** CommonWealth Central Credit Union is not the provider of the Wallet, and we are not responsible for providing the Wallet service to you. Our sole responsibility with respect to Wallet activity is to exchange information with the Wallet provider as necessary to process transactions initiated by using your CommonWealth Central Credit Union Card in the Wallet. We are not responsible for any failure of the Wallet or the inability to use the Wallet for any transaction. We are not responsible for the performance or non-performance of the Wallet provider or any other third parties regarding any agreement you enter into with the Wallet provider or associated third party relationships that may impact your use of the Wallet. You are solely responsible for the transactions processed using your CommonWealth Central Credit Union Card through the Wallet including the completeness and accuracy of information entered.

**4. Electronic Communication:** You consent to receive electronic communications and disclosures from us in connection with your CommonWealth Central Credit Union Card and the Wallet. You agree that we can contact you by email at any email address you provide to us in connection with your CommonWealth Central Credit Union accounts. It may include contact from companies working on our behalf to service your accounts. You agree to update your contact information with us when it changes.

**5. Removing Your Card from the Wallet:** You should contact the Wallet provider on how to remove a Card from the Wallet. We can also block a CommonWealth Central Credit Union Card in the Wallet from purchases at any time and for any reason.

**6. Governing Law:** These Terms are governed by and will be construed in accordance with the laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. Refer to your agreement with your Wallet provider for their rules on this topic.

**7. Termination; Changes in Terms; Assignment:** We can cancel Card eligibility for participation in the Wallet, or change, add to or delete from these Terms at any time. We will provide notice if required by law. We can also assign these Terms. You cannot change these Terms, but you can terminate these Terms at any time by removing all Cards from the Wallet, but this will not terminate any responsibilities that arose prior to your removal of the Cards. You may not assign these Terms.

**8. Privacy:** Your privacy and the security of your information are important to us. The CommonWealth Central Credit Union Privacy Policy applies to your use of your CommonWealth Central Credit Union Card in the Wallet. You agree that we may share your information with the Wallet provider, a payment network, or other third parties as necessary in order to provide the services and process the transactions you have

requested, to make information available to you about your CommonWealth Central Credit Union Card transactions, and to improve our ability to offer these services. Refer to your Wallet provider for their privacy policies. We do not control the privacy and security of your information that may be held by the Wallet provider. We are not responsible for any loss, injury or other harm you suffer in connection with the Wallet provider's use of your information.

**9. Notices:** We can provide notices to you concerning these Terms and your use of your CommonWealth Central Credit Union Card in the Wallet by electronic delivery to you or postal mail at the current mailing address we have on file for you.

**10. Your Agreement to Indemnify CommonWealth Central Credit Union:** You agree to indemnify, defend and hold the Credit Union harmless from and against any and all losses, claims, damages, liabilities, regulatory or civil actions, costs or expenses (including any attorneys' fees) that arise out of or are based upon (a) the failure of you, any Wallet, or any Waller service provider to conform to applicable law; (b) the negligence or intentional action or inaction of you or any Wallet service provider; (c) any breach by you of any term, condition, warranty, representation or any other portion of these Terms; or (d) any breach by you or any Wallet service provider of any term, condition, warranty, representation or any other portion of any Wallet agreement. Your indemnification obligations set forth herein shall survive termination or expiration of these Terms.

**11. Limitation of Liability; No Warranties:** WE ARE NOT AND SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO YOUR ADDING YOUR COMMONWEALTH CENTRAL CREDIT UNION CARD TO THE WALLET, OR YOUR ACCESS OR USE OF A WALLET. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO ANY AND ALL WALLETS AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM THE WALLETS.

**12. Security of the Wallet:** You agree to protect and keep confidential your third party (Apple, Samsung, Google, etc.) user IDs, passwords, PINs and all other information required for you to make purchases with your Wallet. If you share these credentials with others, they may be able to access your Wallet and make purchases for which you are responsible. You will secure all mobile devices used with a Wallet as you would your CommonWealth Central Credit Union Card. Contact us promptly if you believe there are errors or if you suspect fraud with your Card. Third parties (Apple, Samsung, Google, etc.) are responsible for the security of information provided to them or stored in their Wallet. We are not responsible if there is a security breach affecting any information stored in the Wallet. We take commercially reasonable steps to ensure that information we send to a Wallet provider is sent in a secure manner.

**13. Questions:** If you have any questions, disputes, or complaints about the Wallet, contact the Wallet provider using the information given to you by the provider. If your question, dispute, or complaint is about your CommonWealth Central Credit Union Card, then contact us at (800) 564-1588 or email to us at service@wealthcu.org.