

## **Mobile Wallet Terms and Conditions – Advantage Federal Credit Union**

These Terms and Conditions (the “Terms”) apply when you choose to add an Advantage Federal Credit Union credit card or debit card (each an “Advantage FCU Card”) to a Mobile Wallet Service. In these Terms, “you”, “your”, “their”, and “my” refer to the cardholder of the Advantage FCU Card, and “we,” “us,” “our,” and “Advantage FCU” refer to Advantage Federal Credit Union, the issuer of your Advantage FCU Card. **By selecting the check box entitled “I have read, and I understand and agree to the Advantage Federal Credit Union Mobile Wallet Terms and Conditions,” you agree to all terms, conditions, and notices contained or referenced in these Terms and you are providing your express consent.** Print, save or otherwise retain a copy of these Terms for your records.

### **What is a Mobile Wallet Service?**

A Mobile Wallet Service (“Wallet”) allows you to add your Advantage FCU Cards to an application using your Mobile Device. Your Advantage FCU 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 Wallet is accepted. Advantage FCU is not a provider of the Wallet and we are not responsible for any failure or inability to perform a transaction using the Wallet. We are only responsible for supplying information securely to the Wallet provider to allow usage of the Advantage FCU Card in the Wallet.

### **Eligibility**

Only active Advantage FCU Card accounts that are in good standing are eligible to be added to a Wallet. If your Advantage FCU Card or any underlying Advantage FCU account becomes delinquent, is in a negative status or is otherwise maintained in an unsafe manner as determined by Advantage FCU in its sole discretion, your Advantage FCU Card may be removed by Advantage FCU from the Wallet for continued use.

### **Relationship to Other Agreements; Message and Data Fees**

You agree that when you add your Advantage FCU Card to a Wallet service, your Advantage FCU Card and account will remain subject to the terms and conditions of all existing agreements with Advantage FCU. 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 Wallet. For example, your mobile service carrier or provider may impose data usage or text charges for your use of or interaction with the 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 Wallet. You expressly agree that you are responsible for all such fees, limitations, and restrictions.

### **Account Ownership/Accurate Information**

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

### **Consent to Contact**

By agreeing to these Terms, you are providing your consent to receive phone calls and text messages from Advantage FCU and third parties acting on its behalf. You understand and agree that your consent covers any phone number that you provide to Advantage FCU when adding an Advantage FCU Card to a Wallet now or at any time in the future. You understand and agree that phone calls and text messages may be generated using automated technology (including, but not limited to, auto dialers, prerecorded or artificial messages, and text messages) and may relate to your accounts, transactions, loans, or other products and services offered by Advantage FCU.

### **Measures to Maintain Your Privacy and Security**

Once you have added your Advantage FCU Card to a Wallet service, Advantage FCU is responsible for securely transmitting your information to your Wallet service provider. Your information is only sent through secure channels. You agree that we may share your information with the Wallet provider, a payment network, and others in order to provide the services you have requested, to make information available to you about your Advantage FCU Card transactions, and to improve our ability to offer these services. 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. Our Privacy Policy is available on our website at [www.advantagefcu.org/disclosure-statement](http://www.advantagefcu.org/disclosure-statement).

### **Security Measures**

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using the Wallet. You agree to include a security password on your Mobile Device at all times. 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.

### **Notification of Lost Device or Unauthorized Access**

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 provide use with immediate notice – by calling 1-888-454-2328 – in the event you suspect fraud or any unauthorized access to any of your accounts or if the device is lost or stolen.** You agree to comply with all applicable laws, rules and regulations in connection with your Advantage FCU Card.

### **Changes in Terms; Termination**

Except as otherwise required by law, Advantage FCU may in its sole discretion change these Terms, and modify or cancel the eligibility to use your Advantage FCU Card with a Wallet service at any time, without notice. You agree that we may post any changes to our Terms on our website and your continued use of the Wallet constitutes your acceptance of our Terms, as they may be updated from time to time. You cannot change these Terms but you can terminate them by removing your Advantage FCU Card(s) from the Wallet. Your termination does not impact transactions or actions conducted prior to your termination. Advantage FCU reserves the right to refuse any transaction for any reason.

### **Exclusion of Warranties; Limitation of Liability; Indemnification**

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

### **Questions**

If you have any questions, disputes, or complaints about the Wallet, contact the Wallet provider using the information given to you by the Wallet provider. For questions related to your Advantage FCU Card, contact us at 1-888-454-2328.