



DIGITAL WALLET TERMS AND CONDITIONS

These Terms and Conditions ("Terms") govern when you choose to add, activate, or use an eligible My Community Credit Union ("MCCU") credit card or debit card ("MCCU Card") in a Digital Wallet or Mobile Wallet Service ("Wallet").

In these Terms, "you" and "your" refer to the MCCU cardholder. "We," "us," "our," and "MCCU" refer to My Community Credit Union.

By adding, attempting to add, activating, keeping, or using an MCCU Card in a Wallet, you acknowledge that you have read, understand, and agree to these Terms.

1. WHAT IS A DIGITAL WALLET?

A Digital Wallet ("Wallet") allows you to add your MCCU Card to a compatible mobile device, software application, online service, wearable device, or other electronic platform that stores card information and enables electronic transactions. A Wallet permits you to use your MCCU Card to make purchases and conduct transactions using your compatible device.

When your MCCU Card is added to a Wallet, your card number may be replaced with a unique digital token. This token may be used instead of your actual card number to complete transactions. Your request to enroll your MCCU Card in a Wallet authorizes us and our service providers to take reasonable steps necessary to activate, maintain, suspend, replace, or remove the applicable Token.

You may use your MCCU Card through the Wallet only where the Wallet is accepted. Not all merchants accept all Wallet payment methods. MCCU does not guarantee that any particular merchant will accept a Wallet transaction. Also, a merchant may impose additional requirements or restrictions. MCCU is not the provider of the Wallet unless expressly stated otherwise. We are responsible only for supplying information securely to the Wallet Provider to enable use of your MCCU Card through the Wallet. "Wallet Provider" means the company providing or operating the Digital Wallet, including Apple Inc., Google LLC, or another third-party provider.

2. ELIGIBILITY

Only MCCU Cards that we designate as eligible in our sole discretion may be added to a Wallet. We reserve the right to add or remove card eligibility at any time without prior notice.

Your MCCU Card and underlying account must remain open and in good standing to be eligible for Wallet use.

MCCU may remove, suspend, or restrict a card's use in a Wallet if:

- The account becomes delinquent;
- The account is overdrawn or otherwise not in good standing;
- Fraud or suspicious activity is suspected;
- The MCCU Card or your device is reported lost, stolen, or compromised;
- The MCCU Card is expired, canceled, blocked, or replaced;
- The account is closed, restricted, or otherwise ineligible;
- MCCU determines continued Wallet access presents unacceptable risk or security concerns;
- Requirements imposed by a payment network, processor, Wallet Provider, or other service provider require such action
- Applicable law, regulation, court order, or governmental authority require such action, or
- Credit Union policies or security procedures require such action.

We may establish additional eligibility requirements at our discretion.

3. ENROLLMENT AND AUTHENTICATION

You may add a Card to a Wallet by following the instructions provided by the Wallet Provider and MCCU.

We may require you to complete an authentication or verification process before permitting your Card to be added to a Wallet. The verification process may include information about you, your Card, your account, your device, or other information reasonably necessary to authenticate your identity and protect against fraud.

We may refuse enrollment if we cannot satisfactorily verify your identity or the legitimacy of the enrollment request.

4. RELATIONSHIP TO OTHER AGREEMENTS

Your use of an MCCU Card through a Wallet remains subject to all existing and future agreements and disclosures that govern your account and card relationship with MCCU ("MCCU Agreements"), including but not limited to:

- Membership and Account Agreement;
- Funds Availability Disclosure
- Electronic Fund Transfers Agreement and Disclosure;

- Privacy Document;
- Cardholder Agreements;
- Online Banking Agreements;
- Fee Schedules; and
- Any other applicable account disclosures.

The MCCU Agreements are incorporated into these Terms by reference. If there is a conflict between these Terms and another MCCU Agreement, these Terms will govern only with respect to the use of your MCCU Card within a Wallet and the MCCU Agreement will otherwise control unless these Terms specifically state otherwise.

5. FEES AND CHARGES

Any interest, fees, charges, or other amounts applicable to your MCCU Card or account will continue to apply when your MCCU Card is used through a Wallet.

MCCU does not currently charge a separate fee for adding or using your MCCU Card in a Wallet.

The Wallet Provider, wireless carrier, internet service provider, mobile platform provider, or other third party may impose charges associated with your use of the Wallet. You are solely responsible for such fees.

6. MCCU IS NOT RESPONSIBLE FOR THE WALLET

MCCU is not responsible for providing the Wallet or maintaining Wallet services. Wallet services may be unavailable from time to time. You should retain your physical MCCU Card as an alternative payment method.

We are not responsible for:

- The availability, security, functionality, or operation of any Wallet;
- Errors, interruptions, delays, or failures of the Wallet;
- The Wallet Provider's products, services, software, hardware, operating system, privacy practices, security practices, terms and conditions or acts and omissions;
- The security, functionality, or availability of your mobile device;
- Communications networks;
- Security failures caused by third parties, or
- Any transaction that cannot be completed through the Wallet.

Any agreement regarding the Wallet itself is solely between you and the Wallet Provider.

7. SECURITY AND YOUR RESPONSIBILITIES

You are responsible for maintaining the security of your MCCU Card and any device used to access a Wallet.

You agree to:

- Keep your device secure and maintain appropriate security controls on your device;
- Use and protect passcodes, passwords, biometric authentication, or other security controls when available;
- Not share your device or Wallet credentials with unauthorized persons;
- Not leave your device unattended while logged into a Wallet;
- Take reasonable steps to prevent unauthorized access to your device and MCCU Card;
- Keep your operating system and Wallet application updated;
- Promptly remove your MCCU Card from a Wallet if you dispose of, transfer, or lose your device.

If you believe your device, Wallet, MCCU Card, password, passcode, or other security credential has been compromised, lost, stolen, or accessed without authorization, you must immediately notify MCCU and the Wallet Provider.

8. LOST, STOLEN, OR COMPROMISED DEVICE

If your Device is lost or stolen, or you believe that someone has obtained unauthorized access to your Device or Wallet, you should promptly:

- use the available Device or Wallet Provider security functions to lock or disable the Device;
- remove or suspend your Card from the Wallet when reasonably possible; and
- contact MCCU promptly.

You should report unauthorized transactions in accordance with the procedures and time periods contained in our Electronic Fund Transfers Agreement and Disclosures and applicable law.

Deleting the Wallet from your device does not cancel the token, physical Card, or underlying account.

9. UNAUTHORIZED TRANSACTIONS

You may use the Wallet only as permitted by the MCCU Agreements and these Terms. You are responsible for ensuring that only persons authorized to use your Card have access to the Card through the Wallet. You must not knowingly permit another person to use your Wallet to access your Card unless that use is authorized under the MCCU Agreements. You should promptly report any unauthorized transaction or suspected fraud concerning the Card or Wallet.

Transactions made through a Wallet may constitute electronic fund transfers subject to the Electronic Fund Transfer Act and Regulation E, 12 C.F.R. Part 1005. Your rights and responsibilities concerning unauthorized electronic fund transfers, including liability limitations and error-resolution procedures, are governed by applicable law and the applicable ETCU Agreements, such as the Electronic Fund Transfers Agreement and Disclosure.

Nothing in these Terms is intended to:

- eliminate a right provided by Regulation E;
- increase your liability for an unauthorized electronic fund transfer beyond what applicable law permits;
- shorten a legally required reporting period;
- eliminate an applicable error-resolution right; or
- alter MCCU's obligations under applicable law.

You should promptly notify MCCU of any unauthorized transaction or suspected error using the procedures provided in the applicable MCCU Agreements.

10. PRIVACY AND INFORMATION SHARING

Protecting your privacy and personal information is important to MCCU.

MCCU's Consumer Privacy Notice and any available Online Privacy Notice apply to your use of your MCCU Card through a Wallet.

You agree that MCCU may share information with:

- Wallet Providers;
- Payment card networks;
- Processors;
- Fraud prevention providers;
- Service providers;
- Merchants; and

- Other parties necessary to support Wallet services.

Information shared may include information concerning:

- Card enrollment;
- Account status;
- Authentication;
- Transaction processing;
- Fraud prevention;
- Wallet maintenance and support.

We do not control the privacy or security practices of the Wallet Provider. Your use of a Wallet is also subject to the privacy policy and terms of the Wallet Provider. Information collected, stored, or processed by a Wallet Provider is governed by the Wallet Provider's privacy policy and terms of service.

11. ELECTRONIC COMMUNICATIONS

You consent to receive electronic communications and disclosures from MCCU regarding your MCCU Card and Wallet services.

Communications may be delivered through:

- Email;
- Online banking;
- Mobile banking;
- Text message;
- Push notification;
- Telephone;
- Other electronic methods permitted by law.

You agree to maintain accurate contact information with MCCU and to promptly notify us when your contact information changes.

12. TRANSACTION HISTORY

Transaction information displayed within a Wallet may not reflect complete or final transaction information.

Transaction amounts shown by the Wallet Provider may differ from the amount ultimately posted to your MCCU account due to:

- Merchant adjustments;
- Tips;

- Currency conversion;
- Reversals;
- Returns;
- Chargebacks; or
- Other settlement adjustments.

MCCU's official account records and statements control in the event of any discrepancy.

13. REMOVING YOUR MCCU CARD FROM A WALLET

You may remove your MCCU Card from a Wallet at any time by following the Wallet Provider's instructions.

Removing a card from a Wallet does not:

- Close your MCCU Card account;
- Terminate any underlying card agreement;
- Affect transactions previously authorized.

MCCU may also suspend, remove, block, or terminate use of an MCCU Card in a Wallet or support for a particular Wallet Provider at any time.

14. CHANGES TO THESE TERMS

Except as otherwise required by law, MCCU may modify or amend these Terms at any time.

Changes become effective when posted, distributed, or otherwise made available to you.

Continued use of your MCCU Card in a Wallet after a change becomes effective constitutes acceptance of the revised Terms.

MCCU reserves the right to:

- Refuse any transaction;
- Modify Wallet eligibility requirements;
- Limit Wallet transactions;
- Suspend Wallet functionality; and
- Terminate participation in any Wallet program.

15. TERMINATION

You may terminate these Terms at any time by removing all MCCU Cards from all Wallets.

MCCU may terminate these Terms or your ability to use an MCCU Card through a Wallet at any time and for any reason permitted by law.

Termination does not affect any rights, obligations, transactions, disputes, or liabilities arising before termination.

16. DISCLAIMER OF WARRANTIES

YOUR USE OF A WALLET IS AT YOUR SOLE RISK.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, MCCU MAKES NO WARRANTIES OF ANY KIND REGARDING ANY WALLET OR THE TRANSACTIONS GENERATED BY THE USE OF THE WALLET WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, OR NON-INFRINGEMENT.

MCCU DOES NOT WARRANT THAT A WALLET WILL OPERATE WITHOUT INTERRUPTION, ERROR, OR SECURITY FAILURE.

17. LIMITATION OF LIABILITY

TO THE MAXIMUM EXTENT PERMITTED BY LAW, MCCU AND ITS DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, SUCCESSORS AND ASSIGNS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, LOST PROFITS, LOST SAVINGS, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING TO:

- YOUR USE OF A WALLET;
- YOUR INABILITY TO USE A WALLET;
- ACTS OR OMISSIONS OF A WALLET PROVIDER, DEVICE MANUFACTURER, TELECOMMUNICATIONS PROVIDER, INTERNET PROVIDER, MERCHANT, PAYMENT NETWORK, PROCESSOR, OR OTHER THIRD PARTY;
- FAILURE OF A MOBILE DEVICE;
- INTERRUPTION OR UNAVAILABILITY OF WALLET SERVICES;
- LOSS OF DATA;
- SECURITY BREACHES NOT CAUSED BY MCCU.

Nothing in these Terms shall limit any rights or remedies that cannot be limited under applicable law.

18. INDEMNIFICATION

To the maximum extent permitted by applicable law and except to the extent caused by MCCU's own acts or omissions for which MCCU is legally responsible, you agree to

indemnify and hold harmless MCCU and its directors, officers, employees, and agents from claims, losses, damages, liabilities, and expenses arising from your:

- violation of these Terms;
- violation of the Wallet Provider's terms;
- misuse of a Wallet;
- failure to protect your device or Wallet credentials; or
- unauthorized provision of access to your device or Wallet.

This provision does not require you to indemnify MCCU for matters that cannot lawfully be shifted to you.

19. SEVERABILITY

If any provision of these Terms is determined to be invalid or unenforceable, the remaining provisions will remain effective to the fullest extent permitted by law.

20. WAIVERS

Any failure or delay by MCCU to exercise any right or remedy shall not operate as a waiver of such right or remedy, and no single or partial exercise by MCCU of any right or remedy shall preclude other or future exercise thereof or the exercise of any other right or remedy. No course of dealing between MCCU and you shall constitute a waiver of any rights of MCCU.

21. GOVERNING LAW AND DISPUTES

These Terms are governed by federal law and, to the extent applicable, the laws of the State of Texas.

Any dispute arising from these Terms shall be subject to any dispute resolution procedures, arbitration provisions, forum selection clauses, or other legal provisions contained in the agreement governing your MCCU Card or account.

22. NOTICES

MCCU may provide notices regarding these Terms or Wallet services through:

- Mail;
- Email;
- Online banking;
- Mobile banking;
- Text message;

- Website postings; or
- Any other method permitted by law.

You may contact MCCU at:

My Community Credit Union

600 W. Louisiana Avenue
Midland, Texas 79701

Phone: 432-688-8400

Toll Free: 1-888-909-MYCU

Website: www.mccu.coop

23. QUESTIONS

For questions, disputes, or complaints regarding your MCCU Card, contact MCCU using the information above.

For questions, disputes, or complaints regarding the Wallet itself, contact the Wallet Provider directly.