

## **TERMS AND CONDITIONS FOR ADDING YOUR SCCU CARD TO A DIGITAL WALLET**

These terms and conditions are for adding your Space Coast Credit Union Card to a Digital Wallet (the “DW Terms”) apply when you choose to add a credit card or debit card issued by Space Coast Credit Union (“Card”) to a Digital Wallet including, but not limited to, Apple Pay, Samsung Pay, Fit Bit Pay, Garmin Pay and Google Pay (each, a “Wallet”) on a mobile device owned by you, such as a mobile phone or tablet. In these DW Terms, “you” and “your” refer to any holder or user of the Card, and “we,” “us,” “our,” “SCCU” and “Credit Union” refer to Space Coast Credit Union. When you add a Card to a Wallet, you agree to these DW Terms.

### **1. Adding Your Card to a Wallet**

Active Card accounts that are in good standing are eligible to be added to a Wallet. You can add an eligible Card to a Wallet by following the instructions of the Wallet provider. The only Credit Union Cards that you can add to the Wallet are those that we indicate are eligible from time to time in our sole discretion. If your Card or underlying account is not in good standing that Card may not be eligible for addition to a Wallet. If your Card or any underlying account becomes delinquent, is in a negative status, is maintained in an unsafe manner, or for any or no reason, as determined by us in our sole discretion, we may remove your Card from a Wallet. When you add a Card to a Wallet, the Wallet will allow you to use the Card for transactions where the Wallet is accepted, consistent with the terms and conditions set forth by the Wallet provider. The Wallet may not be accepted at all places where your Card is accepted. By adding your Card to a Wallet, you represent that you are the legal owner of the Card and the account(s) tied to the Card and all 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. You agree that your use of a Wallet will comply with all applicable laws, rules, and regulations.

### **2. Your Credit Union Card Terms Do Not Change**

The terms and conditions of your agreements with Space Coast Credit Union governing issuance and use of your accounts and Cards, including, but not limited to your Membership and Account Agreement, Electronic Fund Transfers Agreement and Disclosures, and your – Application & Solicitation Disclosure, will not be affected by your adding a Card to a Wallet and will apply to all transactions you make using the Wallet just as they would to any other transaction you make with your Card(s) or on your account(s). A Wallet is a third-party service that provides an additional mechanism by which you can present your Card to participating merchants to purchase goods or services. Any applicable interest, fees, and charges that apply to your Card will also apply when you use a Wallet for transactions involving your Card. The Credit Union does not charge you any additional fees for adding a Card to a Wallet or using your Card in a Wallet. The Wallet provider and other third parties such as wireless companies or data service providers may charge you fees. 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.

### **3. The Credit Union Is Not Responsible for Any Wallet**

Space Coast Credit Union does not provide any Wallet service to you. The Credit Union’s sole responsibility with respect to Wallet activity is to exchange information with the Wallet provider as necessary to process transactions initiated by using the Card in the Wallet. We are not the provider of any Wallet, and 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 agree to indemnify and hold the Credit Union harmless from and against from any and all losses, claims, damages, liabilities, regulatory or civil actions, costs or expenses (including any attorneys' fees or other expenses reasonably incurred by us or you in connection with investigating any claim against us and defending any action and any amounts paid in settlement or compromise) that arise out of or are based upon (a) the failure of you, any Wallet, any Wallet service provider or any officers, employees or agents thereof to conform to any statutes, ordinances and other regulations and requirements of any governmental authority, (b) the negligence, gross negligence or willful action of you, any Wallet, any Wallet service provider or any officers, employees or agents thereof, (c) any breach by you of any term, condition, warranty, representation or any other portion of the DW Terms or (d) any breach by you, any Waller, any Wallet service provider or any officers, employees or agents thereof of any term, condition, warranty, representation or any other portion of any Wallet agreement. Our protections and your obligations set forth in this paragraph shall survive termination or expiration of the DW Terms for any or no reason.

#### **4. Electronic Communication**

If you add a Card to a Wallet, you agree to receive electronic communications and disclosures from us in connection with your Card and the Wallet. You agree that we or any third party we work with to provide service on your Credit Union accounts can contact you by email at any email address you provide to us. You agree to immediately notify us if your e-mail address or other contact information changes.

#### **5. Removing Your Card from a Wallet**

You must obtain instructions from your Wallet provider for removing a Card from your Wallet. We can also lawfully block a Card in your Wallet at any time for any reason in our sole discretion. Refer to your Application & Solicitation Disclosure, and Electronic Fund Transfers Agreement and Disclosures for more information regarding our right suspend or discontinue your use of a Wallet.

#### **6. Governing Law and Disputes**

Refer to your Application & Solicitation Disclosure, and Electronic Fund Transfers Agreement and Disclosures for terms about governing law and dispute resolution with the Credit Union. Refer to your Membership and Account Agreement, Electronic Fund Transfers Agreement and Disclosures, and your – Application & Solicitation Disclosure agreement with your Wallet provider for their rules on these topics.

#### **7. Termination; Changes in Terms**

We can cancel Card eligibility for participation in a Wallet, or change, add to or delete from these DW Terms at any time in our sole discretion by providing any legally required notice to you. These DW Terms will bind and inure to the benefit of our and your respective heirs, successors and assigns. You cannot change these DW Terms, but you can cease to be subject to these DW Terms as to future transactions by removing your Card(s) from your Wallet(s). These DW Terms will continue to apply to any transactions processed prior to our receipt of confirmation that you have removed your Card(s) from your Wallet(s).

#### **8. Privacy**

Our privacy policies can be found at <https://www.sccu.com> under our [Privacy Policy](#) link. By adding a Card to a Wallet, you agree that we may share your information with the Wallet provider, a payment network, or other third parties as necessary to provide the services and process the transactions you have requested, to make information available to you about your Card transactions, and to improve our ability to offer these services. Refer to your Wallet provider for their privacy policy.

#### **9. Suspected Fraud**

You agree to take every precaution to ensure the safety, security, and integrity of your account and transactions when using the Wallet. You agree not to leave any mobile device containing the Wallet 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 Wallet, you agree to immediately cancel your access to the Wallet. You agree to contact us immediately at **1-800-447-7228** in the event you suspect fraud or any unauthorized access to any of your accounts.

#### **10. Exclusion of Warranties; Limitation of Liability**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF A 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 SPACE 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. WE FIRST MAKE NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR VALIDITY OF ANY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF A WALLET.

#### **11. Notices**

We can provide notices to you concerning these DW Terms and your use of Cards in Wallets by electronic delivery or postal mail at the current address we have on file for you as determined by us in our sole discretion.

#### **12. Waiver, Severability**

Our failure to enforce any provision of these DW Terms shall not be deemed a waiver of such provisions nor of our right to enforce such provision. If any part of the DW Terms is found void and unenforceable, it will not affect the validity of the remaining Terms which shall remain valid and enforceable.

#### **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 Wallet provider. If your question, dispute, or complaint is about your Space Coast Credit Union Debit or Credit Card, contact us at **1-800-447-7228** to reach the Member Service Center, during business hours or write the Credit Union at:

**Space Coast Credit Union**

**ATTN: Member Service Center**

**PO Box 419001**

**Melbourne, Florida, 32941-9001.**