

## **AGREEMENT REGARDING THE USE OF THIRD PARTY DIGITAL WALLETS**

This Agreement Regarding the Use of Third Party Digital Wallets, as amended from time to time (“Agreement”) sets forth the terms and conditions governing the use of your POPA Federal Credit Union Debit Card or Credit Card with any third party digital wallet mobile applications. By adding your POPA Federal Credit Union Debit Card or Credit Card information to a Digital Wallet (as defined below), or by using, or allowing another person to use, a Digital Wallet to which you have uploaded your POPA Federal Credit Union Debit Card or Credit Card information, you are agreeing to be bound by the terms and conditions of this Agreement. Please read this Agreement completely and retain it with your personal records. In this Agreement, the terms “you” and “your(s)” refer to the account owner, and the terms “we”, “us”, “our(s)” and “Credit Union” refer to POPA Federal Credit Union.

**1. What is a Digital Wallet?** A digital wallet is a mobile application owned or operated by a third party that allows you to upload and store your POPA Federal Credit Union Debit Card or Credit Card information onto your mobile device in order to facilitate payments using your mobile device without using the physical card (“Digital Wallet”). Examples of Digital Wallets may include, but are not limited to, Apple Pay<sup>®</sup>, Google Pay<sup>®</sup>, and Samsung Pay<sup>®</sup>. By uploading your POPA Federal Credit Union Debit Card information, transactions you initiate will be charged against your applicable POPA Federal Credit Union Checking Account. By uploading your POPA Federal Credit Union Credit Card information, transactions you initiate will be charged against your applicable POPA Federal Credit Union Credit Card Account.

**2. Electronic Disclosure of Disclosures and Agreements.** By accessing or uploading your Debit Card or Credit Card information to a third party digital wallet mobile application, you acknowledge and accept electronic receipt of this Agreement. By accessing or uploading your Debit Card or Credit Card information to a third party digital wallet mobile application, you acknowledge that you have received: (a) the Credit Union’s Truth in Savings Act Disclosure and Account Agreement (“TISA”), inclusive of the Electronic Fund Transfer Act Disclosure and Agreement (“EFTA”) and this Agreement; and (b) if applicable, the Credit Union’s Credit Card Disclosure and Agreement (“Credit Card Agreement”); (collectively, “Disclosures”). You agree that you have read this Agreement and the Disclosures in their entirety and will abide by their terms and conditions. You understand that the Credit Union will not provide you with an additional paper (non-electronic) copy of this Agreement or the Disclosures unless you specifically request it. Except as expressly modified herein, all remaining provisions of the Disclosures shall remain in full force and effect.

Your use of a third party Digital Wallet is also governed by the terms and conditions established by the operator/provider of the applicable third party Digital Wallet application (“Third Party Digital Wallet Provider”). The terms and conditions contained in this Agreement or the Disclosures are unchanged by your use of a Digital Wallet and will remain in effect.

**3. Transactions Available.** Available transactions may include using your Digital Wallet to: (a) transfer money between your applicable Checking Account or Credit Card Account and others who are enrolled with or otherwise eligible to receive funds through the applicable Third Party Digital Wallet Provider; and (b) initiate transactions with merchants, online and with other third

parties where the applicable Digital Wallet is accepted.

**4. Limitations on Transaction.** The transaction limits applicable to the use of your Debit Card (Checking Account) or Credit Card (Credit Card Account) apply to any transactions initiated through a Digital Wallet, unless further limited by any agreement you enter into with the Third Party Digital Wallet Provider.

**5. Fees.** POPA Federal Credit Union does not charge a fee to add your Debit Card or Credit Card information to a Digital Wallet or for each Digital Wallet transaction you initiate. You may be subject to additional fees assessed by the Third Party Digital Wallet Provider and any applicable wireless/data charges. You remain responsible for any interest, fees, or other charges applicable to your Checking Account or your Credit Card Account, as set forth in the Disclosures.

**6. Using the Digital Wallet.** You may add your Debit Card or Credit Card to a Digital Wallet by following the instructions provided by the Third Party Digital Wallet Provider on the Digital Wallet application. Once you add your Debit Card or Credit Card information, any transaction for which you initiate payment using the Digital Wallet will be charged against the applicable POPA Debit Card (Checking Account) or Credit Card (Credit Card Account) in the same manner as if you had used the physical card.

(a) When you add your Debit Card to the Digital Wallet, you are solely responsible to ensure that there are sufficient available funds in your underlying POPA Federal Credit Union Checking Account for any transactions initiated using the Digital Wallet. Insufficient available funds may result in overdraft fees as set forth in the Disclosures, including any overdraft services agreement.

(b) When you add your Credit Card to the Digital Wallet, you are solely responsible to ensure that there is sufficient available credit on your underlying POPA Federal Credit Union credit card account for any transactions initiated using the Digital Wallet. Insufficient available credit may result in over-the-limit fees as set forth in the Disclosures.

**7. Disclosure of Account Information to Third Parties.** By uploading your Debit Card or Credit Card information to the Digital Wallet, you understand and agree that we may share your information with the Third Party Digital Wallet Provider as well as merchants, a payment network, and others as necessary in order to provide you with access to the Digital Wallet services you have requested. In general, we will disclose information to third parties about your account or the transfers you make: (a) when it is necessary to complete the transaction; (b) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (c) in order to comply with government agency or court orders or other legal process; or (d) if you give us your prior oral or written permission. Please also refer to our Privacy Policy, available upon request or on our website at [www.popafcu.org](http://www.popafcu.org).

The privacy and security of any information held by the Third Party Digital Wallet Provider will be subject to the privacy policy and practices of the Third Party Digital Wallet Provider.

**8. Account Information Available Through the Digital Wallet.** A Digital Wallet will generally only display information about Digital Wallet transactions we authorize, but information shown may not be complete, current, updated to reflect subsequent adjustments, or match the transaction amount that ultimately posts to your account. Transactions and activity not initiated through the Digital Wallet will not be reflected. Please refer to your POPA Federal

Credit Union Checking Account or Credit Account statement for the most accurate information.

**9. Termination.** We reserve the right, in our sole discretion, to revoke your authorization to use your POPA Federal Credit Union Debit Card or Credit Card in connection with any Digital Wallet at any time, with or without advance notice, if at any time we stop offering the service or if your associated Checking Account or Credit Card Account, or any other POPA Federal Credit Union account on which you are an owner: (a) becomes delinquent or is otherwise in default; (b) is overdrawn (Checking Account) or exceeds your available credit limit (Credit Card Account); or (c) is otherwise maintained in a manner deemed by POPA Federal Credit Union to be unsafe, unsound, abusive, or in violation of Credit Union policy or any agreement you may have with the Credit Union.

You may terminate this Agreement with us at any time. Termination of this Agreement by either you or the Credit Union shall not affect your obligations under this Agreement for any transactions initiated prior to termination.

**10. Limitation of Liability.** Any claims or disputes arising from the operation or your use of the Digital Wallet shall be subject to the terms established by the Third Party Digital Wallet Provider. POPA Federal Credit Union is not responsible to ensure that the Digital Wallet functions properly or that your POPA Debit Card or Credit Card information is uploaded or stored accurately or securely. We are not responsible to ensure that the Digital Wallet performs as expected, or for any loss or injury you may suffer as a result of any delay or failure by the Digital Wallet to perform as expected. We are not responsible to ensure that the Third Party Digital Wallet Provider performs according to the terms of any agreement you may have with them, or for any loss or injury you may suffer as a result of any delay or failure by the Third Party Digital Wallet Provider to perform according to the terms of such agreement. This does not serve to alter your rights with regard to unauthorized transactions, as stated in your Disclosures.

**11. Limitation of Damages.** POPA FEDERAL CREDIT UNION SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING LOST PROFITS OR LOSS OF DATA, ARISING FROM YOUR USE OF THE DIGITAL WALLET OR YOUR ADDITION OF A POPA FCU DEBIT CARD OR CREDIT CARD TO THE DIGITAL WALLET. POPA FEDERAL CREDIT UNION MAKES NO REPRESENTATIONS OR WARRANTIES, EITHER EXPRESS OR IMPLIED (INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS) WITH REGARD TO ANY THIRD PARTY DIGITAL WALLET.

**12. Our Right to Audit.** We may periodically audit your individual transactions and you agree to cooperate with any such audit and to provide, at your expense, such information or documents as we may reasonably request.

**13. Security; What to Do If Your Mobile Device is Lost or Stolen.** We encourage you to engage appropriate security features on your device (e.g., password, PIN, fingerprint identification, etc.) to ensure that only you will have access to any Digital Wallet. In the event that your mobile device is lost or stolen, we recommend the following steps:

(a) Alert POPA Federal Credit Union immediately to suspend your Debit Card or Credit Card, and any other POPA Federal Credit Union mobile banking or mobile deposit applications, to

reduce the risk of unauthorized transactions, and to confirm that no unauthorized transactions have occurred.

(b) Contact the manufacturer of your mobile device or your cellular service provider to alert them.

(c) Obtain instructions on how to remotely backup, wipe and lock your mobile device.

**14. Governing Law; Attorneys' Fees.** All Agreements and Disclosures shall be construed in accordance with the laws of the State of California and the provisions of the California Uniform Commercial Code (UCC). You agree to pay the Credit Union all of our costs and reasonable attorneys' fees, including all collection costs, litigation costs, skip-tracing fees, and outside services fees, incurred while we are enforcing our rights under this Agreement.

**15. Enforcement.** Failure or delay by the Credit Union to enforce any provision of this Agreement or to exercise any right or remedy available under this Agreement, or at law, shall not be deemed a waiver and the Credit Union expressly reserves the right to enforce such provision, or to exercise such right or remedy, at a later date.

**16. Severability.** If any provision of this Agreement is held illegal or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and the remainder of this Agreement shall remain operative and binding.

**17. Contact Information.** For questions about this Agreement, please contact POPA Federal Credit Union at (800) 369-7672. Please do not send any confidential or nonpublic personal information via email.