



CREDIT UNION ONE DIGITAL WALLET TERMS AND CONDITIONS

These Digital Wallet Terms and Conditions (“Terms and Conditions”) apply when you choose to add a Credit Union ONE (“CUO”) debit card (“Card”) to a third party mobile payment system, such as Apple Pay, Samsung Pay, or Google Pay (each a “Digital Wallet”). A Digital Wallet is a third-party service that provides an additional mechanism whereby you can present your Card to participating merchants to purchase goods or services. These Terms and Conditions shall be an addendum to the existing Electronic Funds Transfer Agreement that you received upon opening your account with CUO and which you may access by clicking www.cuone.org/about/disclosures.aspx. Any person whose name appears on our records for an account as an owner may contract with respect to the account for Digital Wallet products and services. For purposes of these Terms and Conditions, each such owner shall be referred to as a “Member” even though some owners may not actually be members of CUO. In addition, the term “Member” shall also be deemed to include any and all authorized users of the Digital Wallet products and services offered through CUO, even if they are not actually members of CUO.

As used in these Terms and Conditions, the terms "you" and "your" refer to the Member and/or any authorized users of the Digital Wallet products and services offered through CUO. The terms "we," "our," "us," or "ours" refer to CUO. All references to time of day in these Terms and Conditions refer to Eastern Standard/Daylight Time as observed in Ferndale, Michigan.

A. No Change to the Terms and Conditions of Your Other CUO Accounts. The terms and conditions of your agreements with CUO regarding the issuance and use of your accounts and Card will not be affected by enrolling your Card into a Digital Wallet. Any interest, fees and/or charges that would be applicable to your Card will also be applicable when you use a Digital Wallet for transactions involving your Card. Any transaction you make with your enrolled Card using a Digital Wallet product will be considered the same as if you had used your Card in person to conduct the transaction. In addition, your use of a Digital Wallet product will also be subject to agreements of the Digital Wallet Provider (i.e., Apple, Samsung, Google, etc.), and may be further restricted based upon any limitations imposed by your wireless service provider and/or any third party associated with the Digital Wallet Provider. CUO does not charge any additional fees for adding a Card to, or using your Card in, a Digital Wallet. However, you are responsible for any applicable wireless carrier data or usage fees incurred through the use of a Digital Wallet product.

B. CUO is not a Digital Wallet Provider. CUO does not own, operate or control any Digital Wallet product or Digital Wallet Provider, and is not responsible for any service provided to you by a Digital Wallet Provider or by any third party engaged by a Provider. If you want to add your Card to a Digital Wallet, you agree to follow the procedures adopted and required by the Digital Wallet Provider, and any further procedures as may be adopted and required by CUO.

C. Adding a Card to a Digital Wallet. You can add your eligible Card to a Digital Wallet by following the instructions of the Digital Wallet provider. CUO reserves the right, from time to time, in its sole and absolute discretion, to determine which Cards, if any, are eligible for inclusion in a Digital Wallet. If your Card or underlying account is not in good standing, CUO may refuse to allow the Card to be added to a Digital Wallet. When you add a Card to a Digital Wallet, the Digital Wallet Provider will allow you to use the Card for transactions where the Digital Wallet is accepted, consistent with the terms and conditions set forth by the Digital Wallet Provider. You understand that the Digital Wallet product may not be accepted at all places

where your Card is accepted. In addition, CUO reserves the right to block a Card in our Digital Wallet from purchases at any time and for any reason, including, but not limited to, instances of suspected fraud, if your mobile device becomes lost or stolen, or changes in applicable law.

D. Privacy and Sharing Your Information With a Digital Wallet Provider. CUO's privacy notice is available at www.cuone.org/about/documents/CreditUnionONE-PrivacyStatement.pdf. By adding a Card to a Digital Wallet, you agree that CUO may share your information with the Digital Wallet provider, a payment network(s) and/or other third parties as necessary to provide Digital Wallet services and process the transactions you request, to make information available to you regarding Card transactions, and to improve our ability to offer Digital Wallet products and services. CUO takes commercially reasonable steps to ensure that information it sends to a Digital Wallet Provider is sent in a secure manner. However, CUO does not control the privacy and security of your information held by the Digital Wallet Provider. Digital Wallet Providers are responsible for the security of information provided to them or stored in their Digital Wallet. CUO is not responsible if there is a security breach affecting any information stored in a Digital Wallet. CUO is not responsible for any loss, injury or other harm you suffer in connection with the Digital Wallet Provider's access to and/or use of your information. Refer to your Digital Wallet Provider(s) for their privacy policies.

E. Removing a Card From a Digital Wallet. If you wish to remove a Card from a Digital Wallet, you must contact the Digital Wallet provider for instructions on how to remove the Card. CUO does not provide any Digital Wallet service to you. CUO's sole responsibility with respect to Digital Wallet activity is to exchange information with the Digital Wallet Provider as necessary in order to process transactions initiated by using the Card in the Digital Wallet. CUO is not responsible for any failure of the Digital Wallet, or your inability to use the Digital Wallet for any transaction. CUO is not responsible for the performance or non-performance of the Digital Wallet Provider or any other third party regarding any agreement you enter into with the Digital Wallet provider. CUO is not responsible for any other associated third-party relationships that may impact your use of the Digital Wallet.

F. CUO's Right to Terminate Your Participation in a Digital Wallet. CUO reserves the right to cancel any Card eligibility for participation in a Digital Wallet, and further reserves the right to cancel its participation with any Digital Wallet Provider.

G. Security. You are solely responsible for the transactions processed using your Card through a Digital Wallet, including the completeness and accuracy of any information entered. You agree to protect and keep confidential your Digital Wallet user IDs, passwords, PINs and any and all other information required for you to conduct transactions with your Digital Wallet. If you share these credentials with others, they may access your Digital Wallet to make purchase for which you are responsible. If you provide account access information to another person, you authorize all subsequent actions of the individual involved, including, but not limited to the right to electronically consent to and/or authorize amendments to these Terms and Conditions. You agree to assume all liability for voluntary disclosure of your account numbers, password, and security question answers to any person(s) or entities, and to assume all responsibility for transactions or other account activity performed by person(s) or entities other than yourself to whom you have given your account number and password or security question answers.

You must secure all mobile devices used with a Digital Wallet as you would with respect to your Card. The loss, theft, or unauthorized use of your account number, user id, password, or security question answers could result in the loss of funds in your account, plus any amount that may be available under an overdraft protection line of credit. If your device is lost or stolen, or if you have any reason to believe your mobile device, user ID, password, PIN or other security feature has been compromised, you agree to contact us immediately so that we can take action to disable your Card for use within the Digital Wallet service.

H. Periodic Statements. You will not receive a separate statement regarding transactions you complete through a Digital Wallet product. All transactions will appear on the periodic statement for the account(s) that have been accessed and transactions performed a Digital Wallet.

I. Electronic Communications/Notices. You consent to receive certain messages from us on your mobile device in connection with your use of the Card and the Digital Wallet. You also agree to receive notices and other communications and disclosures from CUO by e-mail, by postal mail to you at the current mailing address on file for you with CUO, and/or through messaging capabilities of a Digital Wallet product/service.

J. Your Representations and Warranties. If you enroll your Card in a Digital Wallet, you are representing that you are the legal owner of the Card, account, and other financial information which may be accessed via a Digital Wallet. You represent and agree that all information you provide to CUO in connection with a Digital Wallet is accurate, current and complete, and that you have the right to provide such information to CUO for the purpose of using a Digital Wallet product or service. You represent that you are an authorized use of the mobile device you use to access a Digital Wallet product or service. You agree to indemnify, defend and hold harmless CUO from and against any and all losses, claims, damages, liabilities, regulatory or civil actions, costs or expenses (including attorneys' fees) that arise out of or are based upon (1) your failure of the failure of any Digital Wallet Provider to conform to applicable law; (2) the negligence or intentional action or inaction of you or any Digital Wallet Provider; (3) any breach by you of any term, condition, warranty, representation of these terms and conditions of the use of a Digital Wallet; or (4) any breach by you or any Digital Wallet Provider of any term, condition, warranty, representation or other portion of any Digital Wallet agreement. Your indemnification obligations hereunder shall survive the termination or expiration of these Terms and Conditions.

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

L. DISCLAIMER OF WARRANTIES. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF ANY DIGITAL WALLET PRODUCT OR SERVICE IS AT YOUR SOLE RISK TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. ANY DIGITAL WALLET PRODUCT OR SERVICE IS PROVIDED TO YOU AS-IS AND AS AVAILABLE WITH ALL DEFECTS THAT MAY EXIST FROM TIME TO TIME AND WITHOUT WARRANTY OF ANY KIND. CUO HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO ANY DIGITAL WALLET PRODUCT OR SERVICE, EITHER EXPRESS, IMPLIED OR STATOTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NOINFRENGEMENT OF THIRD PARTY RIGHTS. CUO ALSO DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF ANY DIGITAL WALLET PRODUCT OR SERVICE. WE MAKE NO GUARANTEES ABOUT THE INFORMATION SHOWN IN THE APPLE PAY, SAMSUNG PAY, AND/OR GOOGLE PAY SERVICES. WE ARE NOT RESPONSIBLE FOR YOUR SUPPORTED DEVICE OR THE SOFTWARE OR HARDWARE IT CONTAINS, AND MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES REGARDING SAME.

M. LIMITATION OF LIABILITY. EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL CUO, ITS AFFILIATES, OFFICERS, DIRECTORS, CONTRACTORS, AGENTS, EMPLOYEES OR REPRESENTAITVES BE LIABLE FOR DEATH, PERSONAL INJURY, PROPERTY DAMAGE OR ANY

INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION OR OTHER COMMERCIAL OR FINANCIAL DAMAGES, LOST REVENUES OR OTHER LOSSES OF ANY KIND OR NATURE ARISING OUT OF THESE TERMS AND CONDITIONS, OR IN ANY WAY RELATED TO YOUR USE OR INABILITY TO USE ANY DIGITAL WALLET PRODUCT OR SERVICE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY IN CONTRACT, TORT OR OTHERWISE, EVEN IF CUO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

N. CUO's Right to Amend These Terms and Conditions. We reserve the right to make amendments to these Terms and Conditions and to any related fees or charges at any time by providing you a notice as required by law. If you have provided account access information to another person, you have also authorized that person to electronically consent to and/or authorize such amendments. Any use of a Digital Wallet product or service after CUO has provided a notice of change shall constitute your acceptance of such change in terms of these Terms and Conditions. If you do not wish to accept any amendments to these Terms and Conditions or to any related fees or charges, your sole and exclusive remedy will be to terminate your use of the Digital Wallet.

O. Questions Regarding a Digital Wallet. If you have any questions, disputes or complaint about a Digital Wallet, contact the Digital Wallet Provider using the contact information given to you by that Provider. If your question, dispute or complaint relating to your Card or account, contact CUO by phone at 800.451.4292, chat, email at cuomembers@cuone.org, or in writing to Credit Union ONE, 400 E. Nine Mile Road, Ferndale MI 48220.

P. Governing Law. These Terms and Conditions shall be subject to and interpreted under the laws of the State of Michigan.

Q. Miscellaneous. Sections headings are for convenient reference only and shall not affect the meaning or have any bearing on the interpretation of any provision of this Agreement. If any provision of these Terms and Conditions is held to be invalid, illegal, or unenforceable, the validity, legality, or enforceability of the remaining provisions shall in no way be affected or impaired thereby. These Terms and Conditions shall be binding upon the successors and/or assigns of both parties. Obligations of both parties with respect to confidential or private information and data pursuant to this Agreement remain in effect and shall continue and survive cancellation, termination, or expiration of these Terms and Conditions.

R. Your Acceptance. By enrolling your Card in a Digital Wallet, you represent that you have read, fully understand and accept these Terms and Conditions, including but not limited to your intent that these Terms and Conditions be an addendum to your Electronic Funds Transfer Agreement with CUO.