

Rocky Mountain Law Enforcement Federal Credit Union Terms of Use for Third Party Digital Wallets

Terms of Use ("**Terms**") govern your use of third party digital wallets to make a payment with an eligible Rocky Mountain Law Enforcement Federal Credit Union (RMLEFCU) debit or credit card (each, a "**Third Party Digital Wallet**" and a "**RMLEFCU Payment Card**") on an eligible mobile device that supports a Third Party Digital Wallet ("**Mobile Device**"). The words "**you**" and "**your**" mean a member of RMLEFCU, and includes the primary cardholder and each supplementary cardholder or authorized user of a RMLEFCU Payment Card, and the words "**Credit Union**", "**we**", "**us**", and "**our**" mean RMLEFCU. "**Third Party Digital Wallets**" includes Third Party Digital Wallet features, functionality and services now available or added in the future.

Please read these Terms carefully. These Terms are a legal agreement between you and the Credit Union. If you add, activate or use your RMLEFCU Payment Card in Third Party Digital Wallet, it means that you accept and agree to these Terms. Please be advised that, your wireless carrier, and other third-party services or websites available through Third Party Digital Wallets may be subject to their own terms and conditions and privacy policies.

1. **Adding a RMLEFCU Payment Card to a Third Party Digital Wallet.**

If you want to add a RMLEFCU Payment Card to a Third Party Digital Wallet, you must follow the procedures adopted by your wireless carrier and any further procedures we adopt. You understand that not all RMLEFCU Payment Cards are eligible to be added to a Third Party Digital Wallet. You also need to have an eligible Mobile Device as determined by your wireless carrier – you should contact your wireless carrier directly for further information as RMLEFCU has no control over Mobile Device requirements for any or all Third Party Digital Wallets. You may not be able to add a RMLEFCU Payment Card to a Third Party Digital Wallet if we cannot authenticate the RMLEFCU Payment Card, we suspect fraud and/or your RMLEFCU Payment Card is not in good standing. Equally, Third Party Digital Wallets will not be available if your Mobile Device's operating system or software has been modified. A Third Party Digital Wallet allows you to make purchases with your RMLEFCU Payment Card wherever the applicable Third Party Digital Wallet is accepted. A Third Party Digital Wallet may not be available for all purchase amounts or at all merchants where your RMLEFCU Payment Card is accepted.

2. **RMLEFCU Cardholder Agreements.**

Your RMLEFCU Payment Card is governed by the applicable account agreement(s) between you and the Credit Union ("**Account Documents**"). The Account Documents apply to your use of a RMLEFCU Payment Card in any or all Third Party Digital Wallet.

3. **Applicable Fees.**

We do not currently charge you any specific or additional fees when you use a Third Party Digital Wallet. However, other third parties, such as wireless companies or data service providers, may charge you service fees relating to use of your Mobile Device or a Third Party Digital Wallet. All interest, fees and other charges applicable to your RMLEFCU Payment Card continue to apply to all transactions made using any Third Party Digital Wallet. Please consult your Account Documents for information on interest rates, fees and other charges.

We, payment networks or merchants may establish transaction limits from time to time in their discretion. This may mean that you are unable to complete a transaction that exceeds these limits.

4. **Third Party Agreements.**

You understand that your use of a Third Party Digital Wallet will also be subject to the applicable agreements or terms of use with the provider of the Third Party Digital Wallet and other third parties (such as your wireless carrier and other merchants, websites and services integrated into a Third Party Digital Wallet).

5. **Keeping your Credentials Secure.**

You agree to protect and keep confidential your user ID, passwords, and all other credentials required for you to login to your Mobile Device and make purchases with your RMLEFCU Payment Card using a Third Party Digital Wallet. If you share these credentials with others, they may be able to access your Third Party Digital Wallet(s) and make transactions with your RMLEFCU Payment Card or obtain your personal information. Before registering for a Third Party Digital Wallet you must ensure that only your credentials and fingerprints are registered on your Mobile Device as these will then be considered authorized to make transactions related to your RMLEFCU Payment Card. If the fingerprint or credentials of another person are used to unlock your Mobile Device or make transactions, these will be deemed to be authorized by you. You will be responsible for all transactions carried out using your Mobile Device regardless of whether the credentials used were yours or those of another person. **If your Mobile Device is lost, stolen, or if you believe someone else has used or has discovered your Third Party Digital Wallet login/authorization credentials, or the security of your RMLEFCU Payment Card or Mobile Device has been otherwise compromised, immediately notify us at the number printed on the back of your RMLEFCU Payment Card.** You are responsible for all transactions made using your RMLEFCU Payment Card, except as specifically described in the Account Documents or as otherwise provided by law. You must also notify us immediately if you believe there is an error on your account or suspect fraud with your RMLEFCU Payment Card.

6. **Responsibility for Third Party Digital Wallets.**

Third parties are the providers of Third Party Digital Wallets and are solely responsible for Third Party Digital Wallet use and function. We are not responsible for any failure of any or all Third Party Digital Wallet(s) or your inability to use a Third Party Digital Wallet for any transaction. We are also not responsible for any loss, injury or inconvenience you suffer because of a merchant refusing to accept a Third Party Digital Wallet.

7. **Security of Third Party Digital Wallets.**

You understand that the security of information provided to or stored by third parties in connection with Third Party Digital Wallets is outside of our control. **We are not responsible if there is a security breach affecting any information collected, stored or sent in connection with Third Party Digital Wallets.**

8. **Cancellation; Suspension.**

We may change the type of cards that are eligible for Third Party Digital Wallets or stop participating in any Third Party Digital Wallet at any time. We can block you from adding an otherwise eligible RMLEFCU Payment Card to a Third Party Digital Wallet, suspend your ability to use a RMLEFCU Payment Card to make purchases using a Third Party Digital Wallet, or cancel entirely your ability to continue to use a RMLEFCU Payment Card in a Third Party Digital Wallet. We may take these actions at any time, without telling you first, and for any reason, including if you fail to comply with these Terms or your Account Documents, if we suspect fraud, if your account is not in good standing, there is a change in applicable law or for other reasons we determine. You may remove a RMLEFCU Payment Card from a Third Party Digital Wallet by following the applicable Third Party Digital Wallet provider's procedures for removal.

9. Replacing Your Mobile Device.

You must delete your RMLEFCU Payment Card from your old Mobile Device if you upgrade, change, or dispose of it or if you transfer it temporarily to a third party (for example, for repair purposes).

10. Collection, Use and Disclosure of Information.

The collection, use and disclosure of your personal information is governed by the RMLEFCU Privacy Agreement as amended or replaced. In addition, you agree that we may collect, use and disclose personal information about you, including information related to your RMLEFCU Payment Card and use of Third Party Digital Wallets, and exchange this information with your third-party provider and the applicable card network for the following purposes:

1. to verify your identity
2. to facilitate any purchase or other transaction you initiate using a RMLEFCU Payment Card
3. to guard against fraud and maintain the security of your RMLEFCU Payment Card
4. to make information about your RMLEFCU Payment Card transactions and history available to you in Third Party Digital Wallets
5. to provide or enhance RMLEFCU products or services and to help understand how our members use Third Party Digital Wallets
6. to assist your third-party provider in performing its obligations and exercising its rights under the agreements it has with you or us to improve Third Party Digital Wallets. Your Third Party Digital Wallet provider may aggregate your information or make it anonymous for the purposes set out in their privacy policies or terms of use.

By adding your RMLEFCU Payment Card to a Third Party Digital Wallet, you understand and agree that we will collect, use and share your information for these additional purposes. Please refer to the RMLEFCU Group Privacy Agreement for further information about the collection, use and disclosure of your personal information. A copy of the RMLEFCU Group Privacy Agreement can be obtained at any RMLEFCU branch.

11. Electronic Communications.

You agree to receive electronic communications from us related to use of your RMLEFCU Payment Card in any Third Party Digital Wallet, including emails to the email address you have provided in connection with your RMLEFCU Payment Card account. You must tell us if your email address changes by calling us at the number printed on the back of your RMLEFCU Payment Card. You may also contact us if you wish to withdraw your consent to receive these electronic communications, but doing so will result in your inability to continue to use your RMLEFCU Payment Card in Third Party Digital Wallets.

12. Disclaimer of Warranties; Limitation of Liability

THE CREDIT UNION DOES NOT OPERATE THIRD PARTY DIGITAL WALLETS OR WIRELESS NETWORKS AND HAS NO CONTROL OVER THEIR OPERATIONS. WE WILL NOT BE LIABLE TO YOU EITHER DIRECTLY OR INDIRECTLY FOR ANY CIRCUMSTANCES THAT INTERRUPT, PREVENT OR OTHERWISE AFFECT THE FUNCTIONING OF THIRD PARTY DIGITAL WALLETS, SUCH AS THE UNAVAILABILITY OF THIRD PARTY DIGITAL WALLETS OR YOUR WIRELESS SERVICE, COMMUNICATIONS, NETWORK DELAYS, SYSTEM OUTAGES, OR INTERRUPTION OF A WIRELESS CONNECTION. THE CREDIT UNION DISCLAIMS ANY RESPONSIBILITY FOR THIRD PARTY DIGITAL WALLETS OR ANY WIRELESS SERVICE USED TO ACCESS, USE OR MAINTAIN SUCH SERVICES. WE DO NOT WARRANT THAT THE THIRD PARTY DIGITAL WALLET SERVICES WILL BE AVAILABLE TO COMPLETE A TRANSACTION, THAT A MERCHANT WILL HAVE THIRD

PARTY DIGITAL WALLETS AVAILABLE OR THAT THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR FREE. USE OF THIRDPARTY WALLETS INVOLVES THE ELECTRONIC TRANSMISSION OF PERSONAL INFORMATION THROUGH THIRD PARTY CONNECTIONS. BECAUSE WE DO NOT OPERATE OR CONTROL THESE CONNECTIONS, WE CANNOT GUARANTEE THE PRIVACY OR SECURITY OF THESE DATA TRANSMISSIONS. WE ARE NOT RESPONSIBLE FOR YOUR MOBILE DEVICE OR THE SOFTWARE OR HARDWARE IT CONTAINS AND MAKE NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES REGARDING THE SAME. EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL THE CREDIT UNION, ITS DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, SERVICE PROVIDERS OR REPRESENTATIVES BE LIABLE FOR ANY DAMAGES, CLAIMS OR LOSSES INCURRED (INCLUDING DIRECT, COMPENSATORY, INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES) ARISING OUT OF THESE TERMS OR IN ANY WAY RELATED TO THE USE OR INABILITY TO USE ANY THIRD PARTY DIGITAL WALLET, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

This Section 12 shall survive any termination of these Terms.

13. Changes to these Terms

We may change these Terms at any time without telling you first, unless we are required to do so under applicable laws. If we amend this Agreement, we will tell you about the amendment in writing by posting a revised version on www.rmlefcu.org. You agree to any such changes by continuing to keep a RMLEFCU Payment Card in the Third Party Digital Wallet(s). The date of the most recent change to these Terms is shown at the top of these Terms. If you do not accept a change to these Terms, you must remove all RMLEFCU Payment Cards from all Third Party Digital Wallets.

14. Language

You confirm that you prefer these Terms and any related documents be in English.