

## **Sterling Federal Credit Union**

### **Mobile Wallet Terms and Conditions**

Terms for adding a Sterling Federal Credit Union Visa Debit or Stored Value Card to an Apple Wallet or a Google Wallet.

The Terms (the “Terms”) for adding a Sterling Federal Credit Union (“SFCU”) Debit Card or Stored Value Card (“Card”) to a Mobile Wallet apply when you choose to add a Card to an Apple Wallet or Google Wallet (“Wallet”). In these Terms, “you” and “your” refer to the cardholder of the SFCU Card, and “we,” “us,” “our,” and “SFCU” refer to the issuer of your SFCU Card, which is Sterling Federal Credit Union.

**Adding your SFCU Card:** You can add an eligible SFCU Card to a Wallet by following the instructions of the Wallet provider. Only SFCU Cards that we indicate are eligible can be added to a Wallet. If your SFCU Card or underlying account is not in good standing, that SFCU Card will not be eligible for enrollment in a Wallet. When you add a SFCU Card to a Wallet, the Wallet allows you to use the SFCU Card to enter into transactions where the Wallet is accepted. The Wallet may not be accepted at all places where your SFCU Card is accepted.

**Your SFCU Card Terms Do Not Change:** The terms and account agreement that govern your SFCU Card do not change when the card is added to a Wallet. The Wallet simply provides another way to make purchases with the SFCU Card. Any applicable interest, fees, and charges that apply to your SFCU Card will also apply when using the card in a Wallet. SFCU does not charge you any additional fees for adding your SFCU Card to a Wallet or when using your SFCU Card in the Wallet. The Wallet provider and other third parties such as wireless companies or data service providers may charge you fees.

**Limits:** Any limits we place on the frequency or dollar amount of your SFCU card transactions will also apply to Wallet transactions.

**SFCU is Not Responsible for the Wallet:** Sterling Federal Credit Union is not the provider of the Wallet, and we are not responsible for providing the Wallet service to you. We are only responsible for supplying information securely to the Wallet provider to allow usage of the Sterling Federal Credit Union Card in the Wallet. 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 Sterling Federal Credit Union harmless from and against 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 Agreement or (d) any breach by you, any Wallet, and 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 the paragraph shall survive termination or expiration of the Agreement for any or no reason.

**Contacting You Electronically and by Email:** You consent to receive electronic communications and disclosures from us in connection with your SFCU Card and the Wallet. You agree that we can contact you by email at any email address you provide to us in connection with any SFCU account. It may include contact from companies working on our behalf to service your accounts. You agree to update your contact information with us when it changes.

**Removing Your SFCU Card from a Wallet:** You should contact the Wallet provider on how to remove a SFCU Card from the Wallet. We can also block a SFCU Card in the Wallet from purchases at any time.

**Governing Law and Disputes:** These Terms are governed by federal law and, to the extent that state law applies, the laws of the state that apply to the agreement under which your SFCU Card is covered. Disputes arising out of or relating to these Terms will be subject to any dispute resolution procedures in your SFCU Card agreement.

**Ending or Changing these Terms and Assignments:** We can terminate these Terms at any time. We can also change these Terms, or add or delete any items in these Terms, at any time. We will provide notice if required by law. We can also assign these Terms. You cannot change these terms, but you can terminate these Terms at any time by removing all SFCU Cards from the Wallet. You may not assign these Terms.

**Privacy:** Your privacy and the security of your information are important to us. U.S. Consumer Privacy Notice applies to your use of your SFCU Card in the Wallet. You agree that we may share your information with the Wallet provider, a payment network, and others in order to provide the services you have requested, to make information available to you about your SFCU Card transactions, and to improve our ability to offer these services. This information helps us to add our SFCU Card to a Wallet and to maintain the Wallet. We do not control the privacy and security of your information that may be held by the Wallet provider and that is governed by the privacy policy given to you by the Wallet provider.

**Notices:** We can provide notices to you concerning these Terms and your use of a SFCU Card in the Wallet by posting the material on our website, through electronic notice given to any electronic mailbox we maintain for you or to any other email address or telephone number you provide to us, or by contacting you at the current address we have on file for you. You may contact us at: (970) 522.0111.

**Questions:** If you have any questions, disputes, or complaints about a Wallet, contact the Wallet provider using the information given to you by them.

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