

CREDIT UNION OF AMERICA
MOBILE WALLET TERMS AND CONDITIONS 8/1/2015
RETAIN FOR YOUR RECORDS

These Terms and Conditions (the "Terms") apply when you choose to add a Credit Union of America credit or debit card ("CUA card") to a Mobile Wallet Service. In these Terms, "you," "your," "their," and "my" refer to the cardholder of the CUA Card, and "we," "us," "our," and "CUA" refer to the issuer of your Credit Union of America Card. By using the Mobile Wallet Service, you understand and agree to the CUA Mobile Wallet Service Terms and Conditions. You agree to all terms, condition, and notices contained or referenced in these Terms and you are providing your express consent.

What is a Mobile Wallet Service?

A Mobile Wallet Service ("Wallet") allows you to add your CUA card(s) to an application using your mobile device. Your CUA Card number is replaced with a digital number or token. Once added, you understand that you may use your Mobile Device to make payments only where the Wallet is accepted. CUA is not a provider of the Wallet and we are not responsible for any failure or inability to perform a transaction using the Wallet. We are only responsible for supplying information securely to the Wallet provider to allow usage of the CUA Card in the Wallet.

Eligibility

An active, open CUA Debit or Credit Card account that is in good standing is eligible to be added to a Wallet. If your CUA Card or any CUA account becomes delinquent, is in a negative status or is otherwise maintained in an unsafe manner as determined by CUA in its sole discretion, your CUA Card may be removed by CUA from the Wallet for continued use.

Relationship to Other Agreements

You agree that when you add your CUA Card to a Wallet Service, your CUA Card and account will remain subject to the terms and conditions/agreements/disclosures of all existing agreements with CUA. You acknowledge that certain message and data rates may apply from your wireless Service provider(s) and/or wireless carriers which might impact your use of the Wallet. For example, your mobile Service carrier or provider may impose data usage or text charges for your use of or interaction with the Wallet, including downloading the software, receiving or sending text messages, or other use of your mobile device when using the software or other products and Services provided by the Wallet. You expressly agree that you are responsible for all such fees, limitations, and restrictions and that we may contact you via your Mobile Device for any purpose concerning your accounts at CUA, including account servicing and collection purposes.

Account Ownership/Accurate Information

You represent that you are the legal owner of the account and 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 allow other family members or persons to access your account information. If you allow others to use your Wallet, your access to the Wallet may be cancelled.

Measures to Maintain Your Privacy and Security

Once you have added your CUA Card to a Wallet Service, CUA is responsible for securely transmitting your information to your Wallet Service provider. Your information is only sent through secure channels. 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 CUA Card transactions, and to improve our ability to offer these Services. 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. You agree not to leave your Mobile Device 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 Mobile Device, you agree to immediately cancel your access to the Wallet associated with the Mobile Device. You agree to provide us with immediate notice in the event you suspect fraud or any unauthorized access to any of your accounts. You agree to comply with all applicable laws, rules and regulations in connection with you CUA Card. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using the Wallet.

We may, in some cases make individually identifying information available only in the following circumstances; where ordered by a court or other legal body or where it is lawfully permitted or required; where we have agreed to provide information under contracts to vendors and partners to make products and Services available to our members; or where the member has requested or consents to the disclosure of information. In those cases where we disclose information to outside vendors, we require that they use it for no purposes other than providing previously specified Services to our members.

Changes in Terms and Conditions

Except as otherwise required by law, CUA may in its sole discretion, change these terms, and modify or cancel the eligibility to use your CUA Card with a Wallet Service at any time, without notice. You cannot change these terms but you may terminate them by removing your CUA Card(s) from the Wallet. CUA reserves the right to refuse any transaction for any reason.

Indemnification

You will indemnify, defend, and hold CUA harmless (and our employees, directors, agents, affiliates, volunteers and representatives) from and against any and all claims, costs, losses, or damages (including reasonable attorney fees) arising out of any claim, action, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in the Terms, including any violation of our policies; (b) your wrongful or improper use of the Mobile Wallet Service, including willful misconduct or fraud; (c) your violation of any third-party right, including, without limitation, any right of privacy, publicity rights, or intellectual property rights; or (d) your violation of any law, rule or regulation of the United States or any other country. CUA reserves the right to refuse any transaction for any reason permitted by law.

Merchant Relationships and Disclaimers

Merchants may present to you certain discounts, rebates or other benefits within the Mobile Wallet Service. Such offers are subject to certain terms and conditions and may change at any time without notice to you. We will not be liable for any loss or damage as a result of any interaction between you and a merchant without respect to such offers. Subject to applicable law and the CUA Agreements, all matters, including delivery of goods and Services, returns and warranties, are solely between you and the applicable merchants. You acknowledge that we do not endorse or warrant the merchants that are accessible through the Mobile Wallet or the offers that they provide.

Miscellaneous

CUA's failure to enforce any provision of these Terms or any additional terms shall not be deemed a waiver of such provisions nor of its right to enforce such provision. If any part of these Terms is found void and unenforceable, it will not affect the validity of the balance of the Terms, which shall remain valid and enforceable. To remove your CUA Card(s) from the Mobile Wallet, follow the instructions of the Platform Provider.

Exclusion of Warranties/Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF A MOBILE WALLET SERVICES 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 CUA 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. CUA MAKES NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF A WALLET.

By electronically accepting this agreement, I acknowledge that I have read, understand and agree to the CUA Mobile Wallet Service Terms and Conditions contained herein.