## <u>Terms and Conditions and Privacy Policy for Adding Tinker Federal Credit Union</u> <u>Credit or Debit Card to Mobile Wallet Service</u>

## Tinker Federal Credit Union ("TFCU") Terms and Conditions (*<u>Retain for your records</u>*)

<u>Mobile Wallet Terms and Conditions.</u> These Terms and Conditions (the "Terms") apply when you choose to add a TFCU credit card or debit card ("TFCU Card") to a Mobile Wallet Service. In these Terms, "you," "your," "their," and "my" refer to the cardholder of the TFCU Card, and "we," "us," "our," and "TFCU" refer to TFCU. By selecting the check box entitled "I have read, and I understand and agree to the TFCU Mobile Wallet Service Terms and Conditions," you agree to all terms, conditions, and notices contained or referenced in these Terms and you are providing your express consent to all terms and conditions including, without limitation, those relating to communicating and transacting business electronically and through your Mobile Device.

<u>What is a Mobile Wallet Service?</u> A Mobile Wallet Service ("Wallet") allows you to add your TFCU Cards to an application using your Mobile Device. Your TFCU 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. TFCU 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 to the Wallet provider to allow usage of the TFCU Card in the Wallet. The Wallet may not be accepted at all places where the TFCU Card is accepted.

<u>Eligibility Active.</u> Only TFCU Card accounts that are in good standing are eligible to be added to a Wallet. You can add an eligible TFCU Card to the Wallet by following the instructions of the Wallet provider. If your TFCU Card or any underlying TFCU account becomes delinquent, is in a negative status, or is otherwise maintained in an unsafe manner as determined by TFCU in its sole discretion, your TFCU Card may be removed by TFCU from the Wallet and/or blocked for continued use.

<u>Relationship to Other Agreements.</u> You agree that when you add your TFCU Card to a Wallet service, your TFCU Card and account will remain subject to the terms and conditions of all existing agreements with TFCU. Any applicable interest, fees, and charges that apply to your TFCU Card will also apply when you use the Wallet to access your TFCU Card. You acknowledge that certain message and data rates may apply from your wireless service providers 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. TFCU Wallet Card Terms and Conditions Page 1

<u>Account Ownership Accurate Information.</u> 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 your account information.

Your Obligations To Maintain Safety, Security And Integrity. TFCU is not the provider of the Wallet, and TFCU is not responsible for providing the Wallet services to you. You instruct us to share your information with the Wallet provider, a payment network, and others in order to provide the services you have requested and to make information available to you about your TFCU Card transactions. 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 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 TFCU Cards and/or any of your TFCU accounts. You agree to comply with all applicable laws, rules, and regulations in connection with your TFCU 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 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 the purpose of providing specified services to our members.

<u>Contacting you electronically and by email\Notices</u>. You consent to receive electronic communications and disclosures from us in connection with your TFCU 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 TFCU Card or TFCU account and that we may contact you via your mobile device for any purpose concerning your accounts at TFCU and your TFCU Cards, including account servicing and collection purposes. Such contact 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. We can also provide notices to you concerning these Terms and your use of a TFCU Card in the Wallet by posting the material on our website, through electronic notice given to any electronic mailbox we maintain for you, to any telephone number that you provide to us, or by contacting you at the current address we have on file for you. TFCU Wallet Card Terms and Conditions

Page 2

<u>Changes in these Terms and Conditions - Assignment.</u> Except as otherwise required by law, TFCU may in its sole discretion change these terms, and modify or cancel the eligibility to use your TFCU Card with a Wallet service at any time, without notice. You cannot change these terms but you can terminate them by removing your TFCU Card(s) from the Wallet. TFCU reserves the right to refuse any transaction for any reason. TFCU may assign these Terms. You may not assign these Terms under any circumstances.

<u>Removing your TFCU card from the Wallet.</u> You should contact the Wallet provider to learn how to remove a TFCU card from the Wallet.

Exclusion of Warranties; Limitation of Liability; Indemnification. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF A MOBILE WALLET SERVICE 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 TFCU 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. TFCU MAKES NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILTY, OR CURRENCY OF ANY INFORMATION OR DATA THAT YOU OBTAIN, OR TRANSACTIONS THAT YOU MAY CONDUCT, THROUGH THE USE OF WALLET.

<u>Governing Law and Disputes</u>. These terms are governed by federal law and, to the extent that state law applies, by the laws of the state that apply to the agreement(s) under which your TFCU Card is covered. Disputes arising out of or relating to these Terms will be subject to any dispute resolution procedures in your TFCU Card or account agreement.

<u>Questions</u>. If you have any questions, disputes, or complaints about the Wallet or the Wallet provider, please contact the Wallet provider using the information given to you by the Wallet provider. If your question, dispute, or complaint is about your TFCU card or account, you may contact us at (405)319-2273, 1-800-456-4828 x 2273.

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TFCU Wallet Card Terms and Conditions Page 3