

Mobile Wallet Service Terms and Conditions

- 1. Definitions.** These Terms and Conditions (the “Terms”) apply when you add a SAFE Credit Union (“SAFE”) credit and/or debit card (“SAFE Cards”) to a Mobile Wallet Service. In these Terms, “you” and “your” refer to the cardholder of the SAFE Cards, and “we,” “us,” “our,” and “SAFE” refer to SAFE Credit Union. “Platform Provider” means the third party mobile payment enabler that supports or provides the Mobile Wallet Service to SAFE for your ultimate use. A Mobile Wallet Service (“Mobile Wallet”) is a digital wallet platform operated by a vendor (“Platform Provider”) that allows you to add eligible SAFE Cards to an application using your mobile device, permitting you to make: (i) payments at merchant point-of-sale terminals or readers that accept payments using a mobile Card (in lieu of you presenting your physical Card); and (ii) in-app or other digital commerce payments at participating merchants. Your SAFE Card number is replaced (provisioned) with a digital number or token. Once added, you may use your mobile device to make payments only where the Mobile Wallet is accepted. SAFE is not a provider of the Mobile Wallet Service and we are not responsible for any failure or inability to perform a transaction using Mobile Wallet. We are responsible only for supplying information securely to the Platform Provider to allow usage of SAFE Cards in Mobile Wallet.
- 2. Account Eligibility.** Active SAFE Card accounts in good standing, as determined by SAFE in its sole discretion, are eligible to be added to Mobile Wallet. If your SAFE Cards or any associated SAFE account becomes delinquent or is otherwise no longer in good standing, SAFE may remove your SAFE Cards from the Mobile Wallet Service.
- 3. Relationship to Existing Agreements.** You agree that when you add your SAFE Cards to Mobile Wallet, your SAFE Cards and underlying accounts will remain subject to the terms and conditions of all existing agreements with SAFE, including, but not limited to, the SAFE Visa Credit Card Agreement and Disclosure Statement, Electronic Funds Transfer Disclosure, and SAFE’s Fee Schedule (as amended, “SAFE Agreements”). We currently do not impose a fee for using your Cards through the Mobile Wallet Service, but we reserve the right to do so in the future. You acknowledge that certain message and data rates may apply from your wireless service providers and/or carriers which might impact your use of the Mobile Wallet Service. For example, your mobile service carrier or provider may impose data usage or text charges for your use of the Mobile Wallet Service, including downloading the required software, receiving or sending text messages, or other use of your mobile device when using the software or other products and services provided by Mobile Wallet. You agree that you are responsible for all such fees and restrictions, and that we may contact you via your mobile device, via e-mail or automatically dialed calls or texts, for any purpose regarding your SAFE accounts, including but not limited to account servicing and collection. If you have a joint account, a notice to one of you shall serve as a notice to all of you.
- 4. Protection of Your Privacy and Security.** Once you have added your SAFE Cards to the Mobile Wallet Service, SAFE is responsible for securely transmitting your information to the Platform Provider through secure channels. You agree that we may share your information with the Platform Provider, a payment network, and other third parties in order to provide the services you have requested, to make information available to you about your SAFE 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 Platform Provider and that is governed by the privacy policy given to you by the Platform Provider. You agree not to leave your mobile device unattended while logged in to the Mobile Wallet Service and to log off immediately at the end of each session 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 Mobile Wallet Service associated with the mobile device. You agree to provide us with immediate notice in the event you suspect any unauthorized access to any of your SAFE accounts.

You agree to comply with all applicable laws, rules, and regulations in connection with your SAFE Cards and the use of the Mobile Wallet Service. Subject to the SAFE Agreements governing use of the SAFE Cards you add to Mobile Wallet, you are responsible for all transactions made using your SAFE Cards.

You agree to take reasonable precautions to ensure the safety, security, and integrity of your account and transactions when using the Mobile Wallet Service, including any security features and procedures the Platform Provider and your mobile device may offer to protect against unauthorized use of any of your SAFE Cards.

We may make individually identifying information available only in the following circumstances: when ordered by a court or other legal body or when it is lawfully permitted or required; when we have agreed to provide information to vendors and partners to make products and services available to our members; or when you have requested or consented to the disclosure of information. If we disclose information to outside vendors, we will require that they use it only to provide previously agreed to services to our members.

- 5. Account Ownership/Accurate Information.** You represent that you are the legal owner of the accounts and other financial information which may be accessed via the Mobile Wallet Service. You represent that all information you provide in connection with Mobile Wallet is accurate, current, and complete, and that you have the right to provide the information to us for the purpose of operating Mobile Wallet.
- 6. Changes in Terms and Conditions.** We may, in our sole discretion, change the Terms and modify or cancel the Mobile Wallet Service or your eligibility to use your SAFE Cards with Mobile Wallet at any time, without notice, unless required by law. Your continued use of the Mobile Wallet Service after such changes have been made constitutes your agreement with the revised Terms, even if you have not reviewed such changes. You cannot change the Terms of Mobile Wallet Service. To cancel service, you may remove your SAFE Cards from Mobile Wallet.
- 7. Disclaimers, Limitation of Liability, and Indemnification.** YOU UNDERSTAND AND AGREE THAT YOUR USE OF MOBILE WALLET SERVICE IS AT YOUR SOLE RISK. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE MOBILE WALLET SERVICE IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND SAFE, ITS EMPLOYEES AND SUPPLIERS, ARE 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, BUG, MALFUNCTION, OR OTHERWISE. SAFE 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 MOBILE WALLET.

You will indemnify, defend, and hold SAFE harmless (and our employees, directors, agents, affiliates, 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. SAFE reserves the right to refuse any transaction for any reason permitted by law.

- 8. Third Party Agreements.** The Terms only address the terms and conditions that apply to your use of your SAFE Cards. The Platform Provider, your wireless carrier, and other third party websites or services integrated in the Mobile Wallet Service have their own Third Party Agreements, and you are

subject to those Third Party Agreements when you give them your personal information, use their services, or visit their respective sites. SAFE is not responsible for the security, accuracy, legality, appropriateness, or any other aspect of the content or function of the Platform Provider's or any third party's products or services.

9. Merchant Relationship 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 with respect to such offers. Subject to applicable law and the SAFE 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.

10. Miscellaneous. SAFE'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 the 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 SAFE Cards from Mobile Wallet, follow the instructions of the Platform Provider.

11. Contacting SAFE Regarding Mobile Wallet Service:

SAFE Credit Union
2295 Iron Point Road, Suite 100
Folsom CA 95630-8765
(916) 979-7233 or (800) SEE-SAFE

Visit safecu.org/mobilewallet/terms to obtain a copy of the Mobile Wallet Service Terms and Conditions.

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