



Mobile Wallet Terms and Conditions

- 1. Definitions.** These terms and conditions ("Terms") apply when you add a SAFE Credit Union ("SAFE") credit and/or debit card ("SAFE Cards") to a Mobile Wallet Service ("Mobile Wallet"). In these Terms, "you" and "your" refer to the cardholder of the SAFE Cards, and "we," "us," and "our" refer to SAFE. "Platform Provider" means the third-party mobile payment enabler that supports or provides the Mobile Wallet to SAFE for your ultimate use. A Mobile Wallet is a digital wallet platform that allows you to add eligible SAFE Cards to an application using your mobile device to use as a digital representation form of the card to be stored in the mobile device ("Mobile Card"). A Mobile Wallet enables 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 SAFE 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 you add a card to a Mobile Wallet, you can use your mobile device to make payments where Mobile Wallet is accepted. SAFE is a card issuer, not a Platform Provider. 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 use of SAFE Cards in Mobile Wallet.
- 2. Account Eligibility.** Active SAFE Card accounts in good standing, as determined by SAFE at our 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.
- 3. Relationship to Existing Agreements with SAFE.** Use of any SAFE-issued Card in a Mobile Wallet will be subject to the terms of your agreements with SAFE that govern use of the Card. We currently do not impose a fee for using SAFE Cards through Mobile Wallet, but we reserve the right to do so in the future upon any legally-required notice to you. You confirm that we have the right to contact you via your mobile device in connection with your use of SAFE-issued cards in a Mobile Wallet, including via automatically dialed calls or text messages, for any lawful purpose, including account servicing and debt collection. You agree to comply with all applicable laws, rules, and regulations in connection with your SAFE Cards and the use of Mobile Wallet.
- 4. Your Responsibility for Third Party Agreements.** When you add a SAFE-issued Card to a Mobile Wallet, you are responsible for complying with the terms of use imposed by the Platform Provider. Your mobile service carrier or provider may impose charges and restrictions, such as data or text charges, associated with your use of Mobile Wallet. Other third parties, such as website operators, may be involved in transactions you initiate using Mobile Wallet. SAFE is not responsible for the security, accuracy, legality, appropriateness, or any other aspect of the content or function of any third-party's products or services.
- 5. Protection of Your Privacy and Security.** Once you have added a SAFE Card to a Mobile Wallet, SAFE is responsible for transmitting your information to the Platform Provider through secure channels. You agree that we may share your information with the Platform Provider, payment networks, and other third parties as needed to provide the services you have requested, make information available to you about your SAFE Card transactions, and improve our ability to offer these services. The Platform Provider(s) for the Mobile Wallet(s) to which you add your card is (are) solely responsible for the privacy and security of information they obtain about you. You agree not to leave your mobile device unattended while logged into Mobile Wallet and to log off immediately at the end of each Mobile Wallet session. You agree not to provide your password or other access information to any other person. If you believe someone may have unauthorized access to your mobile device, you agree to immediately notify us and cancel your access to Mobile Wallet. Unless otherwise provided by applicable law or the SAFE

agreements governing the Card(s) you add to Mobile Wallet, you are responsible for all transactions made using your SAFE Cards including Mobile Wallet transactions.

You agree to take reasonable precautions to ensure the safety, security, and integrity of your account and transactions when using Mobile Wallet, including using any security features and procedures the Platform Provider or 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.

SAFE maintains strong privacy programs that adhere to strict data privacy and security requirements. To learn more, please visit safecu.org/privacy.

- 6. Account Ownership/Accurate Information.** You represent that you are the legal owner of the accounts and other financial information that may be accessed via Mobile Wallet. 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.
- 7. Changes in Terms and Conditions.** We may, at our sole discretion, change the Terms and modify or cancel Mobile Wallet or your eligibility to use your SAFE Cards with Mobile Wallet at any time by giving any advance notice required by law. Your continued use of Mobile Wallet after we provide notice of any change in terms constitutes your agreement with the revised Terms. No change to these Mobile Wallet Terms will be effective unless communicated by SAFE in a change-in-terms notice or agreed to in a writing signed by an authorized SAFE representative. To cancel service, you may remove your SAFE Cards from Mobile Wallet.
- 8. Disclaimers, Limitation of Liability, and Indemnification.** YOU UNDERSTAND AND AGREE THAT YOUR USE OF MOBILE WALLET IS AT YOUR SOLE RISK. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF MOBILE WALLET IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND SAFE, OUR 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 (and our employees, directors, agents, affiliates, and representatives) harmless 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 Mobile Wallet, 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.

9. Merchant Relationship and Disclaimers. Merchants may present to you certain discounts, rebates, or other benefits within Mobile Wallet. SAFE is not responsible for benefits offered by merchants or other third parties. 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 your agreements with SAFE, 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 Mobile Wallet or the offers 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 our 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

For help with Mobile Wallet, text "HELP" to 91098.

To cancel Mobile Wallet, text "STOP" to 91098.

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

By using your card in your Mobile Wallet, or by adding any SAFE-issued Card to a Mobile Wallet, you acknowledge that you have read, understand, and agree to the SAFE Mobile Wallet Terms and Conditions contained herein.