

## TERMS AND CONDITIONS FOR ADDING YOUR CEFCU CREDIT AND/OR DEBIT CARD AND/OR PREPAID CARD TO A DIGITAL WALLET SERVICE

When you add your CEFCU credit and/or debit card and/or prepaid card (“CEFCU Card”) to a Digital Wallet Service (“Wallet”), you accept and agree to these terms and conditions (“Terms”). You consent to receive these Terms electronically. In these Terms, “you” and “your” refer to the cardholder, any other cardholders, and any persons who have been authorized by you to use your CEFCU Card, and “we,” “us,” “our,” and “CEFCU” refer to Citizens Equity First Credit Union.

1. Adding Your CEFCU Card to a Wallet. A Wallet allows you to add your CEFCU Card to an application using a compatible wireless mobile device that contains a secure element (“Eligible Mobile Device”), using magnetic stripe readers of merchants’ point of sale terminals or readers, at near field communication (NFC) enabled merchants, and for in-app purchases at merchants who accept the Wallet as form of payment. The Wallet allows you to use your Eligible Mobile Device to access and use your CEFCU Card to make purchases in place of presenting or using your physical CEFCU Card. To add your CEFCU Card to a Wallet, you must register your CEFCU Card through the Wallet Provider . You may be required to take additional steps to authenticate yourself before your CEFCU Card is added to the Wallet, including by providing additional identifying information. When you add your CEFCU Card to a Wallet, a unique numerical identifier different from your CEFCU Card number (“Token”) will be added to the secure element of your Eligible Mobile Device, for the purpose of making purchases and receiving refunds through the Wallet.

2. Using Your Eligible Mobile Device for Purchases. When you use your Eligible Mobile Device to purchase goods or services with your CEFCU Card through the Wallet, your obligation to us will be the same as if your CEFCU Card was used. Due to the manner in which a Wallet operates, you may need to present your Eligible Mobile Device at a merchant when you return an item purchased using the Wallet on your Eligible Mobile Device. You consent to us contacting your wireless service provider and authorize your wireless service provider to disclose your account/subscriber information, including (if available) name, address, device and location data, to allow verification of your identity and for validation of the information you provide to us.

3. Terms and Conditions. The storage and use of your CEFCU Card in a Wallet is subject to the terms and conditions of the applicable CEFCU Cardholder Agreement, Business Automated Services Application/Agreement, Electronic Services Application/Agreement, Electronic Fund Transfer Disclosure and MasterCard Agreement (“your Account Agreement”), as in effect from time to time. The terms and conditions of your Account Agreement do not change when you store and use your CEFCU Card in a Wallet. A Wallet simply provides another way for you to make purchases with the CEFCU Card. Any applicable interest, fees, and charges that apply to your CEFCU Card will also apply when you use a Wallet to access your CEFCU Card. CEFCU does not charge you any additional fees for adding your CEFCU Card to a Wallet or using your CEFCU Card in a Wallet. The Wallet Provider and other third parties such as wireless companies or data service providers may charge you fees.

4. Loss, Theft or Unauthorized Use of Your Eligible Mobile Device. When a Token is added to the secure element of your Eligible Mobile Device, you should keep your mobile device secure

against unauthorized use the same as you would your CEFCU Card. For example, you could set up your mobile device with a password and to automatically lock after a period of inactivity and keep your CEFCU Card information on the mobile device encrypted. In addition, you should keep in mind that letting someone use your mobile device is the same as giving them your CEFCU Card. If your Eligible Mobile Device is lost or stolen, your password is compromised or your CEFCU Card has been used through a Wallet without your permission, you must inform us immediately by telephone at 1 (800) 633-7077 or (309) 633-7000, and in writing at CEFCU, P.O. Box 1715, Peoria, Illinois 61656-1715.

5. **CEFCU Is Not Responsible for the Wallet.** CEFCU is the not the provider of the Wallet, and we are not responsible for providing the Wallet service to you. We are not responsible for any failure of the Wallet, or your inability to use the Wallet for any transaction.

6. **Authorization for Automatically Dialed Calls and Text Messages.** As a condition of adding your CEFCU Card to a Wallet, you consent to receiving from us notifications and automatically dialed calls or text messages on your Eligible Mobile Device, including at the Eligible Mobile Device phone number you provide us. If at any time you revoke this consent, we may suspend or cancel your ability to use your CEFCU Card through a Wallet.

7. **Authorization to Collect and Share Your Personal and Transaction Data.** You agree that we may collect, transmit, store, and use technical, location, and login or other information about you and your use of your CEFCU Card through a Wallet. You acknowledge and consent that (i) the provider of the Wallet technology that supports use of your CEFCU Card through the Wallet, as well as the Wallet Providers' sub-contractors, agents, and affiliates, and (ii) the applicable payment network branded on your CEFCU Card (e.g., MasterCard International Incorporated and its affiliates, including but not limited to Maestro "MasterCard and its Affiliates")) as well as such network's sub-contractors, agents, and affiliates, will have access to certain personal data relating to you and the details of your transactions made with merchants via use of your CEFCU Card through the Wallet. You further acknowledge and consent that MasterCard and its Affiliates and the Wallet Providers may use certain information and data that is not your personal data or transaction detail related to your use of the Wallet to improve the Wallet services. We will use, share and protect your personal information in accordance with CEFCU's Privacy Policy applicable to your CEFCU Card. You acknowledge that the use and disclosure of any personal information provided by you directly to the Wallet Provider, the applicable payment network branded on your CEFCU Card, or other third parties supporting the Wallet, will be governed by such party's privacy policy or notice and not CEFCU's Privacy Policy.

8. **Disclaimer of Warranties and Limitation of Liability.** THE WALLET IS PROVIDED BY THE WALLET PROVIDER WITHOUT ANY WARRANTIES FROM US. WE DISCLAIM ALL WARRANTIES WITH RESPECT TO THE WALLET, EXPRESS AND IMPLIED, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, QUALITY OF INFORMATION, QUIET ENJOYMENT, NON-INFRINGEMENT, TITLE, OR FITNESS FOR A PARTICULAR PURPOSE. IT IS YOUR SOLE RESPONSIBILITY TO DETERMINE WHETHER A WALLET IS SUITABLE AND ADEQUATE FOR YOUR NEEDS.

IN NO EVENT SHALL CEFCU BE LIABLE TO YOU FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL, OR ANY OTHER DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO, ANY PERSONAL INJURY, PROPERTY DAMAGE, LOSS OF USE, LOSS OF BUSINESS, ECONOMIC LOSS, LOSS OF DATA, OR LOSS OF PROFITS, WITHOUT REGARD TO THE FORM OF ACTION (INCLUDING, BUT NOT LIMITED TO, CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTIONS) ARISING OUT OF OR IN CONNECTION WITH (A) YOUR USE OF, THE INABILITY TO USE, OR THE UNAVAILABILITY OF THE WALLET, INCLUDING THE USE OF YOUR CEFCU CARD IN CONNECTION WITH A WALLET; (B) ANY INTERRUPTION OR CESSATION IN SERVICE RELATED TO THE WALLET; (C) THE ACTIONS OR INACTIONS OF ANY WALLET PROVIDER OR MERCHANT; AND, (D) YOUR USE OF YOUR MOBILE DEVICE IN CONNECTION WITH A WALLET.

9. Indemnification. You agree to indemnify and hold harmless CEFCU, its officers, directors, employees, representatives and affiliates from and against any and all claims, liabilities, damages (actual and consequential), losses, fines, and expenses (including, but not limited to, legal and other professional fees and costs of investigation) arising from or in any way related to (a) your use, wrongful use or improper use of a Wallet; (b) your breach of these Terms or applicable law in connection with your use of a Wallet; (c) your negligence or willful misconduct in connection with your use of a Wallet; or (d) your violation of any third party's rights, including without limitation, any intellectual property rights in connection with your use of a Wallet.

10. Governing Law. 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 CEFCU Card is covered.

11. Changing or Terminating these Terms. We may terminate these Terms at any time. We may also change these Terms, or add or delete any items in these Terms, at any time. We will provide notice of any change if required by law. You may not change these terms, but you may terminate these Terms at any time by removing all CEFCU Cards from a Wallet.