



GPO Federal Credit Union
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MOBILE WALLET USER AGREEMENT

Mobile Wallet Agreement ("Agreement") contains the terms and conditions for the use of attaching your Credit Union Debit Card, Credit Card, or Other Access Device ("Card") virtually to a digital storage and use system (Apple Pay, Samsung Pay, Google Pay, Amazon One, etc. ("Mobile Wallet")). "Device" means a smartphone, tablet, smartwatch, or any other portable communication device that allows you to electronically store or electronically present and use your "Card" through a Mobile Wallet. Other agreements you have entered into with us, including but not limited to your Account Agreement, remain in effect and are incorporated and made a part of this Agreement.

The terms "you" and "your" refer to any person or authorized user that seeks to add, use, or store a Card with a Mobile Wallet, and "we", "us", and "our" refer to the issuer of your Card – GPO Federal Credit Union.

You agree to the following:

1. **Acceptance of these Terms.** By enrolling in a Mobile Wallet with a Card issued by Credit Union, you agree to the terms of this Agreement.

2. **Services.** A Mobile Wallet provides another way for you to make purchases with your Card, wherever the Mobile Wallet is accepted. These services may not be accepted at all the places where your Card is accepted. Mobile Wallet services are offered by third-party providers and the Credit Union does not own, operate, or control any Mobile Wallet. In addition to the terms outlined herein, you understand that your use of a Mobile Wallet will also be subject to the terms of conditions and any agreement you entered into with the Mobile Wallet service provider or associated third parties. You acknowledge that you have read and accepted the terms and conditions of the Mobile Wallet by requesting that your Card be added to the Mobile Wallet.

3. **Change in Terms.** We may change or terminate this Agreement at any time. Subject to applicable law, we will notify you of any material change via e-mail, text message, secure message through our online portal, posting the revised Agreement to our website, or by other methods that we may determine from time to time.

4. **Adding your Card to Mobile Wallet.** You can add a Card to a Mobile Wallet by following the instructions of the Mobile Wallet service provider. Only Cards that we denote as eligible can be added to a Mobile Wallet.

5. **Limitations of Your Card.** Any limits we place on the frequency or dollar amount of your Card will also apply to your Mobile Wallet transactions. These limits will be contained in your account agreements governing your Card.

6. **Device Requirements.** You are required to have an eligible Device in order to use any Mobile Wallet. A Mobile Wallet service provider, at its sole discretion, determines which Devices are eligible to be used with the service they provide. You are responsible to properly use and maintain your Device that is compatible with these services. To determine what Devices are eligible, you should contact the Mobile Wallet service provider.

7. **Fees.** Any applicable interest, fees, or charges that apply to your Card will also apply when you use your Mobile Wallet. We do not charge you any fees to add your Card to the Mobile Wallet. However, the Mobile Wallet service provider or associated third parties, such as data service providers, may charge you fees for your use of the Mobile Wallet. **IT IS YOUR SOLE RESPONSIBILITY TO DETERMINE WHETHER THE MOBILE WALLET SERVICE PROVIDER OR ANY OTHER THIRD-PARTY WILL CHARGE YOU FEES OR ANY OTHER CHARGES FOR YOUR USE OF THE MOBILE WALLET.**

8. **Credit Union Responsibilities.** The Credit Union is not the provider of the Mobile Wallet services. We are only responsible for securely providing information to the Mobile Wallet service provider to enable you to use your Card in the Mobile Wallet. We are not responsible for any information or services provided to you in connection with a Mobile Wallet and we are not liable for any failure, performance, or non-performance of the Mobile Wallet or the Mobile Wallet's service provider and associated third parties.

9. **Your Responsibilities.**

a. **Enrollment:** To add your Card to a Mobile Wallet, follow the procedures of the Mobile Wallet service provider. We may not add your Card if we cannot authenticate the Card or if we otherwise suspect fraud associated with the Card.

b. **Security:** You are responsible for securely maintaining your User IDs, passwords, and any other means to access the Mobile Wallet or your Device. You understand and agree to not disclose your access information and passwords under any circumstances. You understand and agree that if you give access to your Device to anyone or give your access information or passwords to anyone, or fail to safeguard either, you do so at your own risk and assume full liability for any and all transactions and requests and release the Credit Union of any liability.

c. Reporting Lost or Stolen Devices: By enrolling in a Mobile Wallet, you understand that your Device can be used just like your Card and you agree to notify the Credit Union of any fraudulent or unauthorized use. You agree to notify the Credit Union immediately in the event your Device is lost, stolen, or otherwise compromised which includes your Device's passwords, biometrics, or any other access information. You agree to notify us immediately so that we can take prompt action to disable your Card(s) for use with the Mobile Wallet or otherwise. If you fail to notify us, you may be liable for any losses associated with the unauthorized use of your Card as set forth in your loan or account agreements with us regardless of whether the unauthorized use was through a Mobile Wallet.

d. Your Liability: You understand that that the Mobile Wallet functions similarly to use of your Card and provides an additional way for you to make purchases with your accounts with us. You understand that you will remain liable for any applicable interest, fees, and charges that apply to your Card when you use a Mobile Wallet. You assume all responsibility for any failure to access the Mobile Wallet properly, as prescribed by the Mobile Wallet service provider, and for your failure to accurately supply input information, including but not limited to, any information contained in the Mobile Wallet.

10. LIMITATION OF LIABILITY. ANY ISSUES, CLAIMS, DISPUTES, INJURIES, DAMAGES (WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL), OR LOSSES ARISING FROM YOUR USE OF A MOBILE WALLET WILL BE SUBJECT TO THE TERMS AND AGREEMENTS ESTABLISHED BY THE MOBILE WALLET AND ITS SERVICE PROVIDER AND ANY ASSOCIATED THIRD PARTIES. UNLESS REQUIRED BY LAW, WE ARE NOT RESPONSIBLE FOR ANY ISSUES, CLAIMS, DISPUTES, INJURIES, DAMAGES (WHETHER DIRECT, INDIRECT, SPECIAL OR CONSEQUENTIAL), OR LOSSES ARISING FROM YOUR USE OF A MOBILE WALLET OR YOUR AGREEMENTS WITH YOUR MOBILE WALLET SERVICE PROVIDER AND ASSOCIATED THIRD PARTIES. YOU ARE NOT REQUIRED TO USE A MOBILE WALLET WITH YOUR CARD AND YOUR USE OF A MOBILE WALLET IS AT YOUR OWN RISK SUBJECT TO THIS AGREEMENT AND ANY AGREEMENTS THAT YOU HAVE WITH THE MOBILE WALLET SERVICE PROVIDER AND ANY ASSOCIATED THIRD PARTIES. THIS DOES NOT SERVE TO ALTER YOUR RIGHTS WITH REGARD TO UNAUTHORIZED TRANSACTIONS, AS OUTLINED ABOVE.

11. DISCLAIMER OF WARRANTIES. YOU UNDERSTAND AND AGREE THAT YOUR USE OF A MOBILE WALLET IS AT YOUR RISK. YOU UNDERSTAND AND AGREE THAT, AS IT RELATES TO THE MOBILE WALLET, WE DO NOT MAKE ANY WARRANTIES OF ANY KIND AS TO THE USE OF ANY DEVICE, SERVICES, EQUIPMENT, HARDWARE, SOFTWARE OR INTERNET/CELLULAR PROVIDER SERVICE, OR ANY PART OF THEM, WHETHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT AS TO THE MOBILE WALLET OR ANY ASPECT RELATED TO ITS USE WILL MEET YOUR REQUIREMENTS OR WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE. WE ALSO MAKE NO WARRANTY THAT THE RESULTS THAT MAY BE OBTAINED FROM USING THE MOBILE WALLET WILL BE ACCURATE OR RELIABLE, OR THAT ANY ERRORS IN THE MOBILE WALLET SERVICES OR TECHNOLOGY WILL BE CORRECTED.

12. Indemnity. You agree to indemnify and hold us harmless from and against any and all losses, liabilities, claims, and causes of action, including reasonable attorneys' fees, related to your use of a Mobile Wallet. You agree that this paragraph will survive the termination of this Agreement for any reason.

13. Electronic Communication. The Credit Union may contact you via email or any other method using contact information you have provided or that has been obtained by the Credit Union. You agree to keep contact information up-to-date and to update your information when required. You consent to receive electronic communications and disclosures from us in connection with your Card and the Mobile Wallet.

14. Removal of Card from Mobile Wallet. To remove a card from the Mobile Wallet, follow the instructions provided by the Mobile Wallet provider. If your account is not in good standing, your card may not be eligible for enrollment in a Mobile Wallet.

15. Governing Law and Disputes. You understand and agree that this Agreement and all questions relating to its validity, interpretation, performance, and enforcement will be governed by and construed in accordance with the laws of the State in which our headquarters are located, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State and county in which our headquarters are located.

16. Privacy. In order to provide the Mobile Wallet services, you agree that we may share your information with the Mobile Wallet provider, payment network, and others. Our Privacy Policy applies to your use of your Card in the Mobile Wallet. We do not control the privacy and security of your information that may be held by the Mobile Wallet service provider. Your Mobile Wallet service provider's privacy policy will govern the privacy and security of your information that may be held by the Mobile Wallet.