

## **Mokelumne Federal Credit Union Terms and Conditions for Adding a Debit Card to a Digital Wallet**

These terms and conditions (the “Terms”) for attaching your Mokelumne Federal Credit Union debit card (“MFCU Debit Card”) virtually to a digital storage system (“Mobile Wallet”) apply when you choose to add an MFCU Debit Card to a Mobile Wallet. In these Terms, you and your refer to any person that seeks to add a MFCU Debit Card to any Mobile Wallet, and we, us, our, and Mokelumne Federal Credit Union refer to the issuer of your MFCU Debit Card. When you add an MFCU Debit Card to the Mobile Wallet, you agree to these Terms.

### **1. Adding your MFCU Debit Card.**

You can add an eligible MFCU Debit Card to the Mobile Wallet by following the instructions of the Mobile Wallet provider. Only MFCU Debit Cards that we indicate are eligible can be added to the Mobile Wallet. If your MFCU Debit Card or underlying account is not in good standing, that MFCU Debit Card will not be eligible to enroll in the Mobile Wallet. When you add an MFCU Debit Card to the Mobile Wallet, the Mobile Wallet allows you to use the MFCU Debit Card to enter into transactions where the Wallet is accepted. The Mobile Wallet may not be accepted at all places where your MFCU Debit Card is accepted.

### **2. Your MFCU Debit Card Terms Do Not Change.**

The terms and account agreement that govern your MFCU Debit Card do not change when you add your MFCU Debit Card to the Mobile Wallet. The Mobile Wallet simply provides another way for you to make purchases with the MFCU Debit Card. Any applicable interest, fees, and charges that apply to your MFCU Debit Card will also apply when you use the Mobile Wallet to access your MFCU Debit Card. Mokelumne Federal Credit Union does not charge you any additional fees for adding your MFCU Debit Card to the Mobile Wallet or using your MFCU Debit Card in the Mobile Wallet. The Mobile Wallet provider and other third parties such as wireless companies or data service providers may charge you fees.

### **3. Mokelumne Federal Credit Union is Not Responsible for the Mobile Wallet.**

Mokelumne Federal Credit Union is not the provider of the Mobile Wallet, and we are not responsible for providing the Mobile Wallet service to you. We are only responsible for supplying information securely to the Mobile Wallet provider to allow usage of your MFCU Debit Card in the Mobile Wallet. We are not responsible for any failure of the Mobile Wallet for any transaction. We are not responsible for the performance or non-performance of the Wallet provider or any other third parties regarding any agreement you enter into with the Mobile Wallet provider or associated third party relationships that may impact your use of the Mobile Wallet. You acknowledge that you have read and accepted the terms and conditions of the Mobile Wallet by requesting that your MFCU Debit Card be added to the Mobile Wallet.

### **4. Limits**

Any limits we place on the frequency or dollar amount of your MFCU Debit Card transactions will also apply to Wallet transactions.

### **5. Contacting You Electronically, and by Email**

You consent to receive electronic communications and disclosures from us in connection with your MFCU Debit Card and the Mobile Wallet. You agree that we can contact you by email at any email address you provide to us in connection with any Mokelumne Federal Credit Union account. It 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. By accepting these Terms and Conditions, you agree that it is subject to the federal Electronic Signatures in Global and National Commerce Act. (“E-SIGN”). Continued use of an MFCU Debit Card in a Mobile Wallet requires that you agree to receive all Notices electronically. If you prefer to receive paper Notices, you have the right to withdraw your consent, in which case we will terminate your use of the MFCU Debit Card in a Mobile Wallet.

## **6. Removing Your MFCU Debit Card from the Mobile Wallet.**

You should contact the Mobile Wallet provider on how to remove an MFCU Debit Card from the Mobile Wallet. We can also block an MFCU Debit Card in the Mobile Wallet from purchases at any time.

## **7. Governing Law and Disputes.**

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 MFCU Debit Card is covered. Disputes arising out of or relating to these Terms will be subject to any dispute resolution procedures in your MFCU Debit Card agreement.

## **8. Ending or Changing these Terms; Assignments**

We can terminate these Terms at any time. We can also change these Terms, or add or delete any items in these Terms, at any time. We will provide notice if required by law. We can also assign these Terms. You cannot change these Terms but you can terminate these Terms at any time by removing all MFCU Debit Cards from the Mobile Wallet. You may not assign these Terms.

## **9. Privacy**

Your privacy and the security of your information are important to us. Mokolumne Federal Credit Union's Privacy Notice (available online at <https://www.mokolumnefcu.com/privacy-policy>) applies to your use of your MFCU Debit Card in the Mobile Wallet. You agree that we may share your information with the Mobile Wallet provider, a payment network, and others in order to provide the services you have requested, to make information available to you about your MFCU Debit Card transactions, and to improve our ability to offer these services. This information helps us to add your MFCU Debit Cards to the Mobile Wallet and to maintain the Mobile Wallet. We do not control the privacy and security of your information that may be held by the Mobile Wallet provider, and that is governed by the privacy policy given to you by the Mobile Wallet provider.

## **10. Notices**

We can provide notices to you concerning these Terms and your use of an MFCU Debit Card in the Mobile Wallet by posting the material on our website, through electronic notices given to any electronic mailbox we maintain for you or to any other email address or telephone number you provide to us, or by contacting you at the current address we have on file for you. For questions, disputes, or complaints about your MFCU Debit Card, please contact us at 209-938-1088.