

Terms for Adding Your Orange County's Credit Union Card to a Digital Wallet

These Terms for Adding Your Orange County's Credit Union (Credit Union) Card to a Digital Wallet (the "Terms") apply when you choose to add the Credit Union credit card or debit card ("Card") to a Digital Wallet, such as Apple Pay®, Samsung Pay, Google Pay or any other digital wallet (collectively referred to as "Digital Wallet" or "Wallet"). In these Terms, "you" and "your" refer to the cardholder of the Credit Union Card, and "we," "us," "our," and "OCCU" refer to the issuer of your Card, Orange County's Credit Union. By using your Card, you acknowledge and agree to the following terms and conditions, the terms and conditions disclosed in the separate Credit Card Agreement, the Account Agreements and Electronic Funds Transfer Disclosure Agreement, and any future amendments to these agreements or any other agreements applicable to a Card (collectively, the "Agreement").

PLEASE READ THESE TERMS CAREFULLY. BY CREATING, ACTIVATING, OR USING YOUR CARD, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ADD YOUR CARD TO ANY DIGITAL WALLET.

When you add a Credit Union Card to the Wallet, you agree to these Terms:

1. **Adding Your Card.** You can add an eligible Credit Union Card to the Wallet by following the instructions of the Wallet provider. Only Cards that we indicate are eligible can be added to the Wallet. If your Card or underlying account is not in good standing or if you are not a Member in good standing of the Credit Union, that Card will not be eligible to enroll in the Wallet. Orange County's Credit Union reserves the right to deny enrollment of any card. When you add your Credit Union Card to the Wallet, the Wallet allows you to use the Card to enter into transactions where the Wallet is accepted. The Wallet may not be accepted at all places where your Credit Union Card is accepted.
2. **Your Credit Union Card Terms Do Not Change.** The terms and account agreement that govern your Card do not change when you add your Card to the Wallet. The Wallet simply provides another way for you to make purchases with the Card. Any applicable interest, fees, and charges that apply to your Card will also apply when you use the Wallet to access your Card. Orange County's Credit Union currently does not charge you any additional fees for adding your Card to the Wallet or using your Card in the Wallet. The Wallet provider and other third parties such as wireless companies or data service providers may charge you fees.
3. **Orange County's Credit Union is Not Responsible for the Wallet.** Orange County's Credit Union is not the provider of the Wallet, and we are not responsible for providing the Wallet service to you. We are not responsible for the security, accuracy, legality, or any other aspect of the content or function of the Wallet or any third party's products or services provided in connection with the Wallet. We are only responsible for supplying information securely to the Wallet provider to allow usage of your Card in the Wallet. We are not responsible for any failure of the Wallet or the inability to use the 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 Wallet provider or associated third-party relationships that may impact your use of the Wallet.
4. **Securing Your Wallet.** You agree to take every precaution to ensure the safety, security, and integrity of your account and transactions when using the Wallet. You are solely responsible for maintaining the confidentiality and security of your Wallet, your IDs, passwords, and any other means that you may have from time to time to access the Wallet and the device you use to access it. It is recommended that you use tracking features (e.g. "Find My iPhone") to avoid loss of your device. You should notify us and the Wallet provider and request that we cancel your card if the device is lost or stolen, and it contains your Credit Union card information.

5. **Contacting You Electronically and by Email.** You consent to receive electronic communications and disclosures from us in connection with your Card and the Wallet. You agree that we can contact you by email at any email address you provide to us in connection with any Orange County's 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.
6. **Removing Your Credit Union Card from the Wallet.** You should contact the Wallet provider on how to remove a Card from the Wallet. We can block a Credit Union Card in the Wallet from purchases at any time, after you contact us. We may require that you submit the request in writing.
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 Credit Union Card is covered. Disputes arising out of or relating to these Terms will be subject to any dispute resolution procedures in your 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 Credit Union Cards from the Wallet. You may not assign these Terms.
9. **Privacy.** Your privacy and the security of your information are important to us. Our Privacy Notice is available online at www.orangecountyscu.org and applies to your use of your Credit Union Card in the Wallet. You understand and agree that we may share your information with the Wallet provider, a payment network, and others in order to provide the services you have requested, to make information available to you about your Card transactions, and to improve our ability to offer these services. This information helps us to add your Card to the Wallet and to maintain the Wallet. We do not control the privacy and security of your information that may be held by the Wallet provider and that is governed by the privacy policy given to you by the Wallet provider.
10. **Indemnity.** You agree to indemnify, defend, and hold Orange County's Credit Union harmless from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of your use of a Digital Wallet, any negligent or intentional action or inaction, and/or any breach of the Terms. You agree that this paragraph shall survive the termination of this agreement for any reason.
11. **No Liability to Us for Your Use of a Digital Wallet Service.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF A DIGITAL WALLET SERVICE IS AT YOUR SOLE RISK. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WALLET IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND ORANGE COUNTY'S CREDIT UNION IS 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 OR OTHERWISE. ORANGE COUNTY'S CREDIT UNION 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 A WALLET.
12. **Notices.** We can provide notices to you concerning these Terms and your use of any Credit Union Card in the Wallet by posting the material on our website, through electronic notice given to any electronic mailbox we maintain for you or to any other email address or telephone number you provide to us, or by mailing the notice to you at the current address we have on file for you. You may contact us at: (888) 354-6228 except if notice is otherwise required to be given to us in writing.

13. **Questions.** If you have any questions, disputes, or complaints about the Wallet, contact the Wallet provider using the information given to you by the provider. If your question, dispute, or complaint is about your Credit Union Card, then contact us at: (888) 354-6228 or write to us at: Orange County's Credit Union Attn: Cards Services, P.O. Box 11777, Santa Ana, CA 92711-1777

REFERENCES

Orange County's Credit Union disclosures can be found at: <https://www.orangecountyscu.org>

- Account Agreement and Electronic Funds Transfer Disclosure Agreement
- Privacy Notice
- California Consumer Privacy Notice (CCPA) Disclosure
- Credit card Agreement and Federal Truth-In-Lending Disclosure Statement