

DIGITAL WALLET TERMS AND CONDITIONS

These Digital Wallet Terms and Conditions (these “Terms”) apply when you choose to add an Access Credit Union (“ACU”) debit card or credit card to a third party mobile payment system such as Apple Pay, Samsung Pay or Android Pay (each a “Digital Wallet”). In these Terms “you” and “your” refer to any holder or user of the ACU issued debit card or credit card (the “Card”). “We,” “us,” “our,” “Credit Union” and “ACU” refer to Access Credit Union.

When you add a Card to a Digital Wallet, you agree to these Terms:

1. Your Credit Union Card Terms Do Not Change

The terms and conditions of your agreements with governing issuance and use of your accounts and Cards will not be affected by your adding a Card to a Digital Wallet. A Digital Wallet is a third-party service that provides an additional mechanism by which you can present your Card to participating merchants to purchase goods or services. Any applicable interest, fees, and charges that apply to your Card will also apply when you use a Digital Wallet for transactions involving your Card. ACU does not charge any additional fees for adding a Card to a Digital Wallet or using your Card in a Digital Wallet. You are responsible for any applicable wireless carrier data or usage fees incurred with the use of the Digital Wallet.

2. Adding Your Card to a Digital Wallet

You can add your eligible Cards to a Digital Wallet by following the instructions of the Digital Wallet provider. The only Credit Union Cards that you can add to a Digital Wallet are those that we indicate are eligible from time to time in our sole discretion. If your Card or underlying account is not in good standing, we may elect not to allow the Card to be added to a Digital Wallet. When you add a Card to a Digital Wallet, the Digital Wallet will allow you to use the Card for transactions where the Digital Wallet is accepted consistent with the terms and conditions set forth by the Digital Wallet Provider. You understand that your use of a Digital Wallet also will be subject to agreements or terms of Apple, Google or other third parties. The Digital Wallet may not be accepted at all places where your Card is accepted.

3. Removing your Card from a Digital Wallet

You should contact the Digital Wallet provider on how to remove a Card. ACU may also block a Card in your Digital Wallet from purchases at any time and for any reason.

4. The Credit Union is not Responsible for any Digital Wallet

ACU does not provide any Digital Wallet service to you. Our sole responsibility with respect to Digital Wallet activity is to exchange information with the Digital Wallet provider as necessary to process transactions initiated by using the Card in the Digital 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 Digital Wallet provider or any other third parties regarding any agreement you enter into with the Digital Wallet provider or associated third party relationships that may impact your use of the Digital Wallet. You are solely responsible for the transactions processed using your Card through a Digital Wallet including the completeness and accuracy of information entered.

5. Your Agreement to Indemnify the Credit Union

You agree to indemnify, defend and hold the Credit Union harmless from and against any and all losses, claims, damages, liabilities, regulatory or civil actions, costs or expenses (including any attorneys' fees) that arise out of or are based upon (a) the failure of you, any Digital Wallet, or any Digital Wallet service provider to conform to applicable law, (b) the negligence or intentional action or inaction of you or any Digital Wallet service provider, (c) any breach by you of any term, condition, warranty, representation or any other portion of these Terms, or (d) any breach by you, any Digital Wallet, or any Digital Wallet service provider of any term, condition, warranty, representation or any other portion of any Digital Wallet agreement. Your indemnification obligations set forth herein shall survive termination or expiration of these Terms.

6. Security of the Digital Wallet

You agree to protect and keep confidential your third party (Apple, Google, etc.) user IDs, passwords, PINs and all other information required for you to make purchases with your Digital Wallet. If you share these credentials with others, they may be able to access your Digital Wallet and make purchases for which you are responsible. You will

secure all mobile devices used with a Digital Wallet as you would your Card. Your Electronic Fund Transfer Agreement and Disclosure Statement requires you to contact us promptly if you believe there are errors or if you suspect fraud with your Card. Third parties (Apple, Google, etc.) are responsible for the security of information provided to them or stored in their Digital Wallet. ACU is not responsible if there is a security breach affecting any information stored in the Digital Wallet. ACU takes commercially reasonable steps to ensure that information that it sends to a Digital Wallet is sent in a secure manner.

7. Termination; Changes in Terms

ACU can cancel Card eligibility for participation in a Digital Wallet, or change, add to or delete from 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 cease to be subject to these Terms as to future transactions by removing all Cards from all of your Digital Wallets, but this will not terminate any responsibilities that arose prior to your removal of the Cards.

8. Electronic Communication

You consent to receive electronic communications and disclosures from us in connection with your use of the Card and the Digital Wallet. You agree that we can contact you by email at any email address you provide to us in connection with your ACU deposit accounts. You agree to update your contact information with us when it changes.

9. Notices

We can provide notices to you concerning these Terms and your use of Cards in Digital Wallets by electronic delivery to you or postal mail at the current mailing address on file for you with ACU.

10. Governing Law and Disputes

Refer to your ACU Electronic Fund Transfer Agreement and Disclosure Statement for terms about governing law and dispute resolution with ACU. Refer to your agreement with your Digital Wallet provider for their rules on these topics.

11. Privacy

Your privacy and security of information is important to ACU. Our privacy notice is available at <https://www.access-cu.com/services/privacy-policy/>. By adding a Card to a Digital Wallet, you agree that we may share your information with the Digital Wallet provider, a payment network, or other third parties as necessary to provide the services and process the transactions you have requested, to make information available to you about your Card transactions, and to improve our ability to offer these services. Refer to your Digital Wallet provider for their privacy policies. We do not control the privacy and security of your information that may be held by the Digital Wallet provider. We are not responsible for any loss, injury or other harm you suffer in connection with the Digital Wallet provider's use of your information.

12. Questions

If you have any questions, disputes, or complaints about the Digital Wallet, contact the Digital Wallet provider using the information given to you by the Digital Wallet provider. If your question, dispute, or complaint is about your ACU debit or credit card, contact us at (800)550-9022 or (708)343-0228.