



Mobile Wallet Terms and Conditions

Mobile Wallet Terms and Conditions. These Terms and Conditions (the “Terms”) apply when you choose to add a Members First Credit Union of Florida (“Members First”) credit card or debit card (“Members First Card”) to a Mobile Wallet Service, including, but not limited to Apple Pay, Android Pay, and Samsung Pay (“Wallet Provider”). In these Terms, “you”, “your”, “their”, and “my” refer to any cardholder or user of the Members First Card, and “we,” “us,” “our,” and “Members First” refer to the issuer of your Members First Card. By adding your Members First card to a Wallet Service, you agree to all terms, conditions, and notices contained or referenced in these Terms and you are providing your express consent.

What is a Mobile Wallet Service? A Mobile Wallet Service (“Wallet”, “Wallet Service”) allows you to add your Members First Cards to an application on your mobile device, such as a phone or tablet (“Mobile Device”). Your Members First Card number is replaced with a digital number or token. Once added, you understand that you may use your Mobile Device to make payments only where the Wallet is accepted. Members First is not a provider of the Wallet and we are not responsible for any failure or inability to perform a transaction using the Wallet. 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. We are only responsible for supplying information securely to the Wallet Provider to allow usage of the Members First Card in the Wallet.

Eligibility. Active Members First Card accounts that are in good standing are eligible to be added to a Wallet. If your Members First Card or any underlying Members First account becomes delinquent, is in a negative status, is otherwise maintained in an unsafe manner, or for any or no reason, as determined by Members First in its sole discretion, your Members First Card may be removed from the Wallet by Members First.

Relationship to Other Agreements. You agree that when you add your Members First Card to a Wallet Service, your Members First Card and account will remain subject to the terms and conditions of all existing agreements with Members First. You acknowledge that certain message and data rates may apply from your wireless service providers and/or wireless carriers which might impact your use of the Wallet. For example, your mobile service carrier or provider may impose data usage or text charges for your use of or interaction with the Wallet, including downloading the software, receiving or sending text messages, or other use of your mobile device when using the software or other products and services provided by the Wallet. You expressly agree that you are responsible for all such fees, limitations, and restrictions and that we may contact you via your mobile device for any

purpose concerning your accounts at Members First, including account servicing and collection purposes. Refer to your Members First Fee Schedule and Wallet Provider agreement for additional fees related to the Wallet Services. You agree to receive electronic communications and disclosures from us in connection with your Members First card and the Wallet Service at the email address you have provided us.

Account Ownership/Accurate Information. You represent that you are the legal owner of the account and other financial information which may be accessed via the Wallet. You represent and agree that all information you provide in connection with the Wallet is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of operating the Wallet. You agree not to misrepresent your identity or your account information.

Measures to Maintain your Privacy and Security. Once you have added your Members First Card to a Wallet Service, Members First is responsible for securely transmitting your information to your Wallet Provider. Your information is only sent through secure channels. You 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 Members First Card transactions, and to improve our ability to offer Wallet Services. 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. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using the Wallet. You agree not to leave your Mobile Device unattended while logged into the Wallet and to log off immediately at the completion of each access by you. You agree not to provide your password or other access information to any other person. If you believe that someone may have unauthorized access to your Mobile Device, you agree to immediately cancel your access to the Wallet associated with the Mobile Device. You agree to contact us immediately at Members First Credit Union of Florida 850-434-2211 during normal business hours and after hours at 844-646-5465 for debit cards and 844-405-3251 for credit cards in the event you suspect fraud or any unauthorized access to any of your accounts. You agree to comply with all applicable laws, rules and regulations in connection with your Members First Card and any Wallet Service.

We may in some cases make individually identifying information available only in the following circumstances: where ordered by a court or other legal body or where it is lawfully permitted or required; where we have agreed to provide information under contracts to vendors and partners to make products and services available to our members; or where the member has requested or consents to the disclosure of information. In those cases where we disclose information to outside vendors, we require that they use it for no purposes other than providing previously specified services to our members.

Transaction History. When a purchase is made through a Wallet Service using a Members First Card, it will appear on your account statement in the same manner as any other purchase using your Members First Card. If you believe there is an error with any Wallet Service transaction, you must contact Members First immediately at 850-434-2211.

Changes in these Terms and Conditions. Except as otherwise required by law, Members First may in its sole discretion change these terms, and modify or cancel the eligibility to use your Members First Card with a Wallet Service at any time, without notice. You cannot change these terms but you can terminate them by removing your Members First Card(s) from the Wallet. Members First reserves the right to refuse any transaction for any reason.

Governing Law and Dispute Resolution. Refer to your Members First Membership And Account Agreement for applicable governing law and dispute resolution terms.

Indemnification. You agree to indemnify and hold Members First and its officers, employees and agents harmless from and against any and all losses, claims, damages, liabilities, regulatory or civil actions, costs or expenses (including any attorneys' fees or other expenses reasonably incurred by Members First, its officers, employees and agents in connection with investigating any claim and defending any action and any amounts paid in settlement or compromise) that arise out of or are based upon (i) the failure of you, any Wallet Provider, or any officers, employees or agents thereof to conform to the statutes, ordinances and other regulations and requirements of any governmental authority, (ii) the gross negligence or willful action of you, any Wallet Provider or the officers, employees and agents thereof, (iii) any breach by you of any term, condition, warranty, representation or any other portion of this Agreement or (iv) any breach by you, any Wallet Provider or any officers, employees or agents thereof of any term, condition, warranty, representation or any other portion of any Wallet agreement. Our protections and your obligations set forth in this paragraph shall survive termination or expiration of this Agreement for any or no reason.

Exclusion of Warranties; Limitation of Liability. YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF A MOBILE 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 MEMBERS FIRST 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. MEMBERS FIRST MAKES NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR VALIDITY OF ANY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF A WALLET.

General. Members First's failure to enforce any provision of these Terms shall not be deemed a waiver of such provisions nor of our right to enforce such provision. If any part of the Terms is found void and unenforceable, it will not affect the validity of the remaining Terms which shall remain valid and enforceable.