

These Terms for Adding Your WinSouth Credit Union (WSCU) Card to a Digital Wallet (the "Terms") apply when you choose to add a WSCU credit card or debit card ("WSCU Card") to a Digital Wallet ("Wallet"). In these Terms, "you" and "your" refer to the cardholder of the WSCU Card, and "we," "us," "our," and "WSCU" refer to the issuer of your WSCU Card, which may be WinSouth Credit Union, WSCU or WinSouth.

When you add a WSCU Card to the Wallet, or click on the "Agree" button, you accept and agree to these Terms. If you do not agree to and accept all of the Terms, you will not be entitled to use the Wallet.

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

**Responsibility.** WSCU is not the provider of the Wallet, and we are not responsible for providing the Wallet service to you. We are only responsible for supplying information securely to the Wallet provider to allow usage of the WSCU 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.

**Indemnity.** You will indemnify, defend, and hold us harmless (and our employees, directors, agents, affiliates and representatives) from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in this Digital Wallet Agreement, including any violation of our policies; (b) your wrongful or improper use of Digital Wallet, including willful misconduct or fraud; (c) your violation of any third-party, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (d) your violation of any law, rule or regulation of the United States or any other country; (e) any other party's access or use of Digital Wallet with your fingerprint ID or other appropriate security or pass code.

**Security of the Wallet.** You are responsible for maintaining the confidentiality of your User IDs, passwords, and PINs related to the device(s) and Wallet. You agree not to give or make available to any unauthorized individual, your User ID, password, PIN or other means to access your Wallet. If you permit other persons to use your Wallet User ID, password or PIN, you are responsible for any transactions they authorize. WSCU is not responsible if there is a security breach affecting any information stored in the Wallet.

**Communication.** You consent to receive electronic communications and disclosures from us in connection with your WSCU 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 WSCU 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.

**Limits.** Any limits we place on the frequency or dollar amount of your Card transactions will also apply to Wallet transactions. We can also block a WSCU Card in the Wallet from purchases at any time.

**Removing Your Card from the Wallet.** To remove your WSCU card from the digital wallet, you need to follow the instructions provided by the digital wallet or contact them directly. WSCU retains the right to remove the card from the digital wallet.

**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 WSCU Card is covered. Disputes arising out of or relating to these Terms will be subject to any dispute resolution procedures in your WSCU membership disclosures.

**Existing Agreements and Fees.** You agree that when you accept this Agreement, you will remain subject to the terms and conditions of all your existing agreements with us or any service providers of yours, including service carrier or provider (e.g., AT&T, Verizon, T-Mobile, etc.), and that this Agreement does not amend or supersede any of those agreements.

This Agreement is also in addition to the terms and conditions provided in the Consumer and Business Account Agreements and Disclosures; corresponding fee schedules; Agreement and Disclosure of Credit Card Terms, Change in Term notices or any other documentation which relates to your cards or related accounts, and any other applicable Agreements.

The terms and account agreement that govern your WSCU Card do not change when you add your WSCU Card to the Wallet. The Wallet simply provides another way for you to make purchases with the WSCU Card. Any applicable interest, fees, and charges that apply to your WSCU Card will also apply when you use the Wallet to access your WSCU Card.

WSCU does not charge you any additional fees for adding your RFCU Card to the Wallet or using your RFCU Card in the Wallet. The Wallet provider and other third parties such as wireless companies or data service providers may charge you fees.

**Terms.** 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 WSCU Cards from the Wallet. You may not assign these Terms.

**Privacy.** Your privacy and the security of your information are important to us, see (WSCU privacy notice). 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 WSCU Card transactions, and to improve our ability to offer these services. This information helps us to add your WSCU 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.

**Disclaimers.** Digital Wallet is provided by a third party provider, and without warranty from us. You acknowledge and agree that from time to time, your use of your Card in connection with Digital Wallet may be delayed, interrupted or disrupted for an unknown period of time for reasons we cannot control. Neither we nor our affiliates will be liable for any claim arising from or related to use of your Card through Digital Wallet due to such delay, interruption, disruption or similar failure. You acknowledge that we are not party to the terms and conditions for the Digital Wallet between you and the Digital Wallet provider and we do not own and are not responsible for the Digital Wallet. We are not providing any warranty for Digital Wallet. We are not responsible for maintenance or other support services for Digital Wallet and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to Digital Wallet, including, without limitation, any third party product liability claims, claims that Digital Wallet fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of Digital Wallet, including those pertaining to Intellectual Property Rights, must be directed to the Digital Wallet provider. We do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your mobile device. You are responsible for the selection of a mobile device and for all issues relating to the operation, performance and costs associated with such mobile device.

**LIMITATION OF LIABILITY.** TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE, OUR PROCESSORS, SUPPLIERS, OR LICENSORS (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF DIGITAL WALLET, INCLUDING YOUR USE OF YOUR CARD IN CONNECTION WITH DIGITAL WALLET. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF YOUR CARD IN DIGITAL WALLET. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, OUR PROCESSORS, SUPPLIERS, AND LICENSORS (AND THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF DIGITAL WALLET, INCLUDING YOUR USE OF YOUR CARD IN CONNECTION WITH DIGITAL WALLET; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM DIGITAL WALLET; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH DIGITAL WALLET BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH DIGITAL WALLET; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL WE, OUR PROCESSORS, AGENTS, SUPPLIERS, OR LICENSORS (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING \$500. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

**Representation and Warranty.** You represent and warrant to us that: (i) to the extent you identified a name at registration, the name identified by you when you registered your Card to be added to Digital Wallet is your name; (ii) the Card you added to Digital Wallet is your credit Card or debit Card; (iii) you have the authority to authorize the receipt of notices, calls and text messages from WinSouth at the phone number you provide; (iv) you and all transactions initiated by you will comply with all federal, state, and local laws, rules, and regulations applicable to you, including any applicable tax laws and regulations; (v) you will not use your Card through Digital Wallet for any fraudulent undertaking or in any manner so as to interfere with the operation of Digital Wallet; and (vi) you are 18 years old or older and are capable of entering into this legally binding agreement.

**Notices.** We can provide notices to you concerning these Terms and your use of a WSCU 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 contacting you at the current address we have on file for you. You may contact us at: 1-800-757-7302.