

DIGITAL WALLET TERMS & CONDITIONS

The following terms and conditions apply when you elect to add a Teachers Federal Credit Union credit or debit card (a “Teachers Card”) to an electronic wallet service using your applicable mobile device (“Digital Wallet”). In these Terms & Conditions, “you” and “your” refer to the Teachers Federal Credit Union cardholder or authorized card user, and “we,” “us,” “our,” and “Teachers” refer to the issuer of your credit or debit card, Teachers Federal Credit Union. You accept these Terms and Conditions when you add a Teachers Card to a Digital Wallet.

DESCRIPTION OF DIGITAL WALLET SERVICE

A Digital Wallet permits you to make (i) contactless payments at merchants’ contactless-enabled point-of-sale terminals or readers that accept contactless payments using an electronic wallet (in lieu of you presenting your physical Teachers Card) and/or (ii) in-app or other digital commerce payments at merchants participating in the electronic wallet. Once added to an application using your mobile device, your Teachers Card number is replaced with a digital number or token. Teachers is not a provider of any Digital Wallet and we are not responsible, and expressly disclaim any liability, for any failure or inability to perform a transaction using the Digital Wallet. We are only responsible for supplying information securely to the Digital Wallet provider to allow usage of your Teachers Card in the Digital Wallet.

ELIGIBILITY

You may add an eligible Teachers Card to a Digital Wallet by following the instructions from the applicable Digital Wallet provider. Not all Teachers Cards may be eligible for the Digital Wallet payment service. If your applicable Teachers Card or underlying, applicable Teachers account is not in good standing, that card will not be eligible to enroll in a Digital Wallet. When you add a Teachers Card to a Digital Wallet, the application allows you to use your Teachers Card to enter into transactions where a Digital Wallet payment service is accepted. A Digital Wallet may not be accepted at all places where your Teachers Card is accepted. You agree to use your Teachers Card only with a supported device properly equipped with the Digital Wallet and to comply with all terms and conditions applicable to the Digital Wallet provider. Please contact the Digital Wallet provider if you have questions about the supported devices that are eligible for use with the Digital Wallet.

OTHER AGREEMENTS

You agree that when you add your Teachers Card to a Digital Wallet, your Teachers Card and account will remain subject to the terms and conditions of all existing agreements with Teachers. You acknowledge that certain message and data rates may apply from your wireless service providers and/or wireless carriers, which might affect your use of the Digital Wallet. For example, your mobile service carrier or provider may impose data usage or text charges for your use of or interaction with the Digital 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 Digital 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 Teachers, including account servicing and collection purposes.

PRIVACY AND SECURITY

Your privacy and the security of your information are important to us. Our existing, applicable privacy notices apply to your use of a Digital Wallet. Once you have added your Teachers Card to a Digital Wallet service, Teachers is responsible for securely transmitting your information to your Digital Wallet service provider. Your information is only sent through secure channels. You agree that we may share your information with the Digital Wallet provider, a payment network, and others in order to provide the services you have requested, to make information available to you about your Teachers Card transactions, and to improve our ability to offer these services. We do not control, and expressly disclaim any and all liability for, the privacy and security of your information that may be held by the Digital Wallet provider and that is governed by the privacy policy given to you by the Digital Wallet provider. You agree not to leave your mobile device unattended while logged into the Digital 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 Digital Wallet associated with the mobile device. You agree to provide us with immediate notice 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 Teachers Card. You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using the Digital Wallet.

CHANGE IN TERMS

Teachers may, in its sole discretion, change the Terms and Conditions, and modify or cancel the Digital Wallet or your eligibility to use your Teachers Card with a Digital Wallet at any time, without notice unless required by applicable law. Your continued use of the Digital Wallet after such changes have been made constitutes your consent to the revised Terms and Conditions, even if you have not reviewed such changes. You cannot change the Terms and Conditions but you may remove your Teachers Card from the Digital Wallet. Teachers reserves the right to refuse any transaction for any reason permitted by law.

DISCLAIMER OF WARRANTIES

YOU AGREE YOUR USE OF A DIGITAL WALLET AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF A DIGITAL WALLET, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT A DIGITAL WALLET (i) WILL MEET YOUR REQUIREMENTS, (ii) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (iii) THE RESULTS THAT MAY BE OBTAINED FROM A DIGITAL WALLET WILL BE ACCURATE OR RELIABLE, AND (iv) ANY ERRORS IN A DIGITAL WALLET OR TECHNOLOGY WILL BE CORRECTED.

LIMITATION OF LIABILITY

YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE A DIGITAL WALLET INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF A DIGITAL WALLET, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF WE HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF.