

## **Coastal Federal Credit Union Digital Wallet Terms of Use**

If your mobile or other electronic device ("Device") hosts a digital, virtual or mobile wallet application or platform ("Wallet") that allows you to register, validate, store and use credit card or debit card information ("Cards") to make contactless purchases, you may add Coastal Federal Credit Union Cards to the Wallet and by using these Wallets you are agreeing to these Terms of Use (the "Terms"). In these Terms, "you" and "your" refer to the cardholder of the Coastal Card, and "we," "us," "our," and "Coastal" refer to the issuer of your Coastal Card, Coastal Federal Credit Union.

You are requesting, and Coastal is providing, a process whereby Coastal allows you to photograph or otherwise input the data from your physical Cards into a Wallet on a Device ("Service"). The card data is then encrypted, and each card is assigned a unique reference number thereby making it a "Virtual Card," to process your payment to a merchant. The number on the physical card is not included in the transaction.

The Wallet and the processing of Virtual Card transactions are services that are provided by third parties without any warranty from Coastal. You acknowledge that Coastal is not a party to the agreement between you and the Wallet provider or the Virtual Card processor. Coastal is not responsible for delay, interruption or other failure, maintenance, support, software issues, or any damages, including but not limited to product liability claims and regulatory matters.

- 1. Your card agreements also apply. Your Coastal Card(s) is governed either by the Membership and Account Agreement and the Electronic Fund Transfers Agreement and Disclosure for your deposit account, if your Card is a debit card, or by the Credit Card Agreement and Disclosure for your credit card, if your Card is a credit card (your "Account Agreement," as applicable, which includes all disclosures and other agreements referenced by or incorporated into your Account Agreement). If your Card is a debit card, your payment transactions using the Service are subject to all provisions governing debit card transfers in the Electronic Fund Transfer Disclosures in your Account Agreement. These Terms supplement and are part of your Account Agreement. If a discrepancy or inconsistency is determined to exist between these Terms and the Account Agreement, these Terms shall control with respect to the Service, but only to the extent necessary to address the discrepancy or inconsistency.
- 2. Important security notice. If your Device is lost or stolen, your fingerprint identity, password or other authentication mechanism is comprised, or you have any reason to believe fraud or theft has or could be committed in relation to your Cards, you MUST notify us IMMEDIATELY at <u>1-800-868-4262</u>. If you fail to do so, you may be liable for part or all of the losses in connection with unauthorized use of your Cards. You might want to consider activating any Device setting that assists you with finding a lost Device, designating the Device as lost or erasing data if it is confirmed to be lost. Don't forget to delete your Wallet from your Device if you discard or replace your Device. Any person with your device passcode or who has a fingerprint or face ID registered to your device will be able to authorize transactions using your Coastal Card. Pursuant to your Account Agreement(s), you are responsible for all transactions made using your Card in your Wallet.
- 3. **Fees.** Any applicable interest, fees, and charges that apply to your Coastal Card or underlying account will also apply when you use a Wallet to access your Coastal Card. Coastal does not charge you any additional fees for adding your Coastal Card to the Wallet or using your Coastal Card in the Wallet. The Wallet provider and other third parties such as wireless companies or data service providers may charge you fees. You are solely responsible for reporting and paying any applicable taxes arising from transactions originated using your Coastal Card information transmitted by a Wallet and you shall comply with any and all applicable tax laws in connection

therewith. Your Device carrier may impose data, usage, text messaging or other third-party fees. You consent to receiving text messages, if necessary, for Card validation.

- 4. Terms may change. Coastal may change these Terms at any time without notice to you. The most current version will be available on our website and you are bound by all revisions, so please review the Terms at coastal24.com from time to time. Your use of a Coastal Card in a Wallet after we have made such changes available will be considered your agreement to the changes. We will provide notice if required by law. Coastal may terminate, modify or suspend this Service, change the eligibility of Cards or update the verification process. You cannot change these terms, but you can terminate them by removing your Coastal Card(s) from the Wallet.
- 5. Adding Your Coastal Card. You can add an eligible Coastal Card to a Wallet by following the instructions of the Wallet provider. Only Coastal Cards that we determine are eligible can be added to the Wallet. If your Coastal Card or underlying account is not in good standing, that Card will not be eligible to be added to or enrolled in the Wallet. We may determine other eligibility criteria in our sole discretion. When you add a Coastal Card to a Wallet, the Wallet may allow you to (a) use the Coastal Card to (i) enable transfers of money between you and others who are enrolled with the Wallet provider or a partner of such Wallet provider, and/or (ii) enter into transactions where the Wallet is accepted, including the ability to use the Coastal Card to complete transactions at participating merchants' physical locations, e-commerce locations, and at ATMs; and (b) use other services that are described in the Wallet provider's agreement or that they may offer from time to time. The Wallet may not be accepted at all places where your Coastal Card is accepted. We reserve the right to terminate our participation in a Wallet or with a Wallet provider at any time and the right to designate a maximum number of Coastal Cards that may be added to a Wallet.
- 6. **Coastal Is Not Responsible for the Wallet.** Coastal 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 Coastal Card in the Wallet. We are not responsible for any failure of the Wallet, for any errors, delays caused by 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.
- 7. Transaction History. You agree and acknowledge that the transaction history displayed in the Wallet solely represents our authorization of your Wallet transaction and may not reflect complete information about the transaction, nor any post-authorization activity, including but not limited to clearing, settlement, foreign currency exchange, reversals, returns or chargebacks. Accordingly, the purchase amount, currency, and other details for the Wallet provider's transaction history in connection with use of your Card in the Wallet may be preliminary and/or incomplete, and may not match the transaction amount that ultimately clears, settles, and posts to your Card's billing or monthly statement, which shall be deemed the prevailing document.
- 8. Contacting You Electronically and by Email, mail or through Your Mobile Device. You consent to receive mail or electronic communications and disclosures from us in connection with your Coastal 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 Coastal product, service or account, or through the mobile device. 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.
- 9. Governing Law and Disputes. These Terms, and all claims and disputes arising hereunder, are governed solely and exclusively by the laws of the state that apply to the agreement under which your Coastal Card is covered, and by federal law to the extent applicable. Disputes arising out of or relating to these Terms will be subject to any dispute resolution procedures in your Card agreement(s).

- 10. **Privacy.** Your privacy and the security of your information are important to us. Our Privacy Policy applies to your use of your Coastal Card in the Wallet. You agree that we may share your information with the Wallet provider, merchants, a payment network, and others in order to provide the services you have requested, to make information available to you about your Coastal Card transactions, and to improve our ability to offer these services. This information helps us to add your Coastal 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.
- 11. **Notices.** We can provide notices to you concerning these Terms and your use of a Coastal 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.
- 12. Limitation of Liability; No Warranties. WE ARE NOT AND SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO YOUR ADDING A COASTAL CARD TO A WALLET, OR YOUR ACCESS OR USE OF A WALLET. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO ANY AND ALL WALLETS AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM THE WALLETS.
- 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 Coastal Card, then contact us at: **1-800-868-4262**.

Coastal credit cards are subject to credit approval.