

## TERMS AND CONDITIONS OF MOBILE WALLETS

As a current member of Baylands Family Credit Union, you may use digital wallets ("Mobile Wallet") on your mobile device. The use of a Mobile Wallet is subject to these Terms and Conditions of Mobile Wallets ("Terms"). By using a Mobile Wallet, you consent to these Terms and Conditions.

1. **Agreement.** Your use of Mobile Wallet is governed by the Terms and the Account Agreement applicable to the underlying account in which your Baylands Family Credit Union's debit or credit card ("Card") is tied. If the event of a conflict, these Terms shall govern. **Your use of a Mobile Wallet is also covered by the third party Mobile Wallet provider, such as Apple Pay, Samsung Pay or Google Pay.**
2. **Service.** Mobile Wallets allow you to purchase goods and services or conduct other transactions with compatible devices ("Eligible Device") at merchants who accept Mobile Wallets as a form of payment through near field communication enabled payment terminals, for in-app purchases, and authorized merchant websites when using a compatible browser. Mobile Wallets allows you to use an Eligible Device to access stored cards (as discussed in Section 3, below) to conduct transactions in lieu of presenting or using your physical Card. Mobile Wallets may not be accepted at all places where your Card is accepted.
3. **Eligible Devices.** An "Eligible Device" means a mobile device on which an application is installed creating a Mobile Wallet that stores Card information and the Mobile Wallet provider determines that the mobile device is eligible for download of the application. Examples of Mobile Wallets include Apple Pay, Samsung Pay, and Google Pay. You must contact the third party Mobile Wallet provider if you have questions on whether your mobile device meets their requirements for a Mobile Wallet.
4. **Mobile Wallet.** Upon acceptance of the Terms and downloading of the application on your Eligible Device as necessary, a Mobile Wallet will be created on the Eligible Device by the Mobile Wallet provider. You can add an eligible Card to the Mobile Wallet by either following Baylands Family Credit Union's instructions as they appear on its website or by following the instructions of the Mobile Wallet provider. Only Cards that we determine are eligible can be added to the Mobile Wallet. If your Card or underlying account is not in good standing (i.e. is in overdraft status or the underlying account is past-due), that Card will not be eligible to be added to or enrolled in the Mobile Wallet. We may determine other eligibility criteria in our sole discretion. We reserve the right to terminate our participation in a Mobile Wallet or with a Mobile Wallet provider at any time and the right to designate a maximum number of Cards that may be added to a Mobile Wallet. Baylands Family Credit Union reserves the right to designate a maximum number of Cards that may be added to a Mobile Wallet.
5. **Lost Device.** If your Eligible Device is lost, stolen, or compromised, please contact Baylands Family Credit Union immediately at (888) 843-2520 or (804)-843-2520.
6. **Authorization.** You may be required to take additional steps to authenticate yourself prior to adding your Card to a Mobile Wallet. Further, you may need to present your Eligible Device to a merchant when you return an item purchased using the Mobile Wallet.
7. **Security.** When supplying your Card information to a Mobile Wallet on an Eligible Device that contains a secure element, a unique numerical identifier different from your Card number ("Token") will be added to such secure element, for the purpose of making purchases through a Mobile Wallet. If your physical Card is lost or stolen, but your Eligible Device is not lost or stolen, you must provide information regarding your replacement Card to the Mobile Wallet provider. The Mobile Wallet provider will then automatically assign your new physical Card to your existing Token.
8. **Mobile Carrier.** You authorize your wireless carrier to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, account activation date, and device make and model, to allow verification of your identity and to compare information you have provided to Baylands Family Credit Union with your mobile carrier account information. Baylands Family Credit Union will only use and store this information for fraud prevention purposes.
9. **Push Notifications.** You agree that Baylands Family Credit Union may send you push notifications from time to time, reflecting Card activity. If you do not want to receive push notifications, you must turn them off in the application.
10. **Protection of Information.** You are responsible for maintaining the confidentiality of your Mobile Wallet information and any underlying Card information. You should keep all credentials secure and confidential. Do not share your credentials with any other person. Information you provide to any Mobile Wallet provider is subject to that provider's agreements and is not governed by these Terms.
11. **Fees.** Any applicable interest, fees, and charges that apply to your Card or underlying account will also apply when you use a Mobile Wallet to access your Card. Baylands Family Credit Union does not charge you any additional fees for adding your Card to the Mobile Wallet or using your Card in the Mobile Wallet. The Mobile Wallet provider and other third parties may charge you fees. You are solely responsible for reporting and paying any applicable taxes arising from transactions originated using your Card information transmitted by a Mobile Wallet and you shall comply with any and all applicable tax laws in connection therewith.
12. **Removing a Card.** You must contact the provider of the Mobile Wallet to remove a Card from the Mobile Wallet.
13. **Notices.** You consent to receive all disclosures, notices, change in terms, and other documents related to these Terms and use of the Mobile Wallet electronically. You agree that Baylands Family Credit Union may provide notices to you concerning these Terms by posting the material on our website, through electronic notice given to any electronic mailbox it maintains 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: (888) 843-2520 or (804)-843-2520 to revoke this option.
14. **Disclaimer.** Baylands Family Credit Union is not the provider of the Mobile Wallet. Baylands Family Credit Union is only responsible for supplying information securely to the Mobile Wallet provider to allow usage of the Card in the Mobile Wallet. Baylands Family Credit Union is not responsible for any errors, delays, or the inability to use the Mobile Wallet for any transaction. Baylands Family Credit Union is not responsible for the performance or non-performance of the Mobile Wallet provider or any other third parties.
15. **Termination.** Baylands Family Credit Union reserves the right to terminate our participation in a Mobile Wallet at any time with or without notice. Baylands Family Credit Union may terminate or amend these Terms at any time without notice unless required by law. Your use of a Mobile Wallet after Baylands Family Credit Union has made such changes will be deemed your consent to the changes. Furthermore, subject to applicable law, Baylands Family Credit Union may, at any time (i) terminate your use of any Card connected with a Mobile Wallet, (ii) modify or suspend the type or dollar amounts of transactions allowed by the Card, (iii) change the eligibility for a Card to be used with a Mobile Wallet, and/or (iv) change the Card authentication process. You cannot change these Terms, but you can terminate these Terms at any time by removing all Cards from the Mobile Wallet.
16. **General Provisions.** This Agreement is governed by the laws of the United States and the State of Virginia. This Agreement is the sole understanding of the parties with respect to the stated subject matter. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, such provision will be enforced to the fullest extent that it is valid and enforceable under applicable law. All provision of this Agreement relating to ownership, indemnification, and limitations of liability shall remain in full force and effect after termination of this Agreement. Baylands Family Credit Union may assign these Terms. You may not assign these Terms.
17. **DISCLAIMER.** BAYLANDS FAMILY CREDIT UNION IS 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 CARD TO A DIGITAL WALLET, OR YOUR ACCESS OR USE OF A DIGITAL WALLET. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING: 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 DIGITAL WALLETS AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM DIGITAL WALLETS.

**TERMS APPLICABLE TO MOBILE WALLET TRANSACTIONS USING A CONSUMER DEBIT CARD**

18. Business Days. Baylands Family Credit Union's "Business Days" are Monday through Saturday, excluding legal holidays.

19. Regulation E Disclosure. Tell us AT ONCE if you believe your Eligible Device or Card, or your credentials thereto ("Lost Items"), have been lost or stolen, or if you believe that an electronic fund transfer has been or will be made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in the underlying account. If you tell us within two (2) Business Days after you learn of the loss or theft of your Lost Items, you can lose no more than \$50 if someone used your Lost Items without your permission.

If you do NOT tell us within two (2) Business Days after you learn of the loss or theft of your Lost Items and Baylands Family Credit Union can prove it could have stopped someone from using your Lost Items without your permission if you had told Baylands Family Credit Union, you could lose as much as \$500.

Also, if your periodic statement shows transfers that you did not make, including those made by Card, code, or other means, tell us at once. If you do not tell us within sixty days after the statement was mailed/made available to you, you may not get back any money you lost if Baylands Family Credit Union can prove that it could have stopped someone from taking the money if you had told Baylands Family Credit Union in time. If a good reason (such as a long trip or a hospital stay) keeps you from telling Baylands Family Credit Union, it will extend the time periods.

If you believe that your Password has been lost or stolen, call (888) 843-2520 or (804)-843-2520 or stop in to Baylands Family Credit Union or write:

**Baylands Family Credit Union • PO Box 392, West Point, VA • 23181**

You should also call the number or write to the address listed above if you believe a transaction has been made without your permission.

20. Limitations on Frequency of Transfers. The following limitations apply:

- a. You may withdraw up to a maximum of \$400.00 in any one (1) day, if there are sufficient funds in your account.

21. Confidentiality. Baylands Family Credit Union may disclose information about your accounts, or the transfers, transactions, or payments you perform to third parties and you hereby authorize those third parties to disclose similar information to Baylands Family Credit Union:

- a. where it is necessary for completing transfers or transactions;
- b. in order to verify the existence and condition of your account for a third party such as, for example, a credit bureau, a merchant or another financial institution;
- c. where required by a federal, state, or local law or regulation to do so;
- d. in response to a subpoena or if ordered by a court to do so;
- e. in the investigation or prosecution of alleged fraudulent activity concerning your accounts;
- f. if you give Baylands Family Credit Union your permission; or
- g. as may be otherwise authorized in other agreements with Baylands Family Credit Union and as set forth in Baylands Family Credit Union's Privacy Policy.

22. Documentation. You will receive an acknowledgment at the time you make a transaction to or from your accounts using the Digital Wallet. In addition, you will receive a monthly periodic statement unless there are no transactions in a particular month. In any case, you will receive a statement at least quarterly.

23. Preauthorized and Stop Payment Information. Information regarding stop payments can be found in your account agreement. Baylands Family Credit Union will charge you \$34.00 for each stop-payment order you give.

24. Errors. In case of errors or questions about electronic funds transfers from your underlying accounts or if you need more information about a transfer on your periodic statement or transaction acknowledgement, call Baylands Family Credit Union at (888) 843-2520 or (804)-843-2520, stop in to Baylands Family Credit Union or write to Baylands Family Credit Union, Post Office Box 392, West Point, Virginia 23181 as soon as possible. Baylands Family Credit Union must hear from you no later than sixty days after it sent the FIRST statement on which the problem or error appeared.

- a. Provide Baylands Family Credit Union with your name and account number (if any).
- b. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- c. Provide Baylands Family Credit Union with the dollar amount of the suspected error.

If you contact Baylands Family Credit Union, it may require that you send your complaint or question in writing within ten (10) Business Days.

Baylands Family Credit Union will determine whether an error occurred within ten (10) Business Days after it hears from you and will correct any error promptly. If Baylands Family Credit Union needs more time, however, it may take up to forty-five (45) days to investigate your complaint or question. If Baylands Family Credit Union decides to do this, it will credit your account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes Baylands Family Credit Union to complete its investigation. (If the error you assert is an unauthorized Visa® Check Card transaction, other than a cash disbursement at an ATM, Baylands Family Credit Union will credit your account within five (5) Business Days unless it determines that the circumstances or your account history warrant a delay, in which case you will receive credit within ten (10) Business Days.) If Baylands Family Credit Union asks you to put your complaint or question in writing and it does not receive the complaint in writing within ten (10) Business Days, Baylands Family Credit Union may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, Baylands Family Credit Union may take up to ninety (90) days to investigate your complaint or question. For new accounts, Baylands Family Credit Union may take up to twenty (20) Business Days to credit your account for the amount you think is in error.

Baylands Family Credit Union will tell you the results within three (3) Business Days after completing its investigation. If Baylands Family Credit Union decides that there was no error, it will send you a written explanation. You may ask for copies of the documents that Baylands Family Credit Union uses in its investigation.

25. Liability of Baylands Family Credit Union. Baylands Family Credit Union shall incur no liability if it is unable to complete a transaction in a timely manner because: (i) your account does not contain sufficient funds to complete the transaction or the transaction exceeds the limit of your overdraft protection options; (ii) the Mobile Wallet is not working properly and you knew or were advised about the problem before completing the transaction; (iii) circumstances beyond Baylands Family Credit Union's control (such as, but not limited to, telecommunication failure, fire, flood, or interference from an outside force) that prevent or delay the transaction; (v) Baylands Family Credit Union has reason to believe the transaction is unauthorized by you; and/or (vi) there may be other exceptions stated in our agreement(s) with you.

26. Regulatory Authority. If you feel Baylands Family Credit Union has violated the Virginia law with respect to the use of an Access Device, you may contact the following regulatory authority:

**Office of Consumer Protection  
National Credit Union Administration  
1775 Duke Street  
Alexandria, Virginia 22314**