

Terms and Conditions for adding an Olean Area Federal Credit Union (OAFCU) card to a digital wallet.

These Terms for adding your OAFCU card to a Digital Wallet (the “Terms”) apply when you choose to add an OAFCU debit or credit card (OAFCU card) to a Digital Wallet (“Wallet”) and form part of a legally binding agreement between you and OAFCU that also includes OAFCU’s Membership and Account Agreement, Funds Availability Policy, Electronic Fund Transfers Agreement, Terms and Conditions of Electronic Internet Banking, and all related disclosures. In these Terms, “you” and “your” refer to the cardholder of OAFCU, and “we”, “us”, “our”, and “OAFCU card” refer to the issuer of your OAFCU card, which is OAFCU. When you add a OAFCU card to the Wallet, you agree to these Terms.

1. Adding your OAFCU Card

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

2. Your OAFCU Card Terms Do Not Change

The terms and account agreement that govern your OAFCU card do not change when you add your OAFCU card to the Wallet. The Wallet simply provided another way for you to make purchases with the OAFCU card. Any applicable interest, fees and charges that apply to your OAFCU card will also apply when you use the Wallet to access your OAFCU card. OAFCU does not charge you any additional fees for adding your OAFCU card to the Wallet or using your OAFCU card in the Wallet. The Wallet provider and other third parties such as wireless companies or data service providers may charge you fees.

3. OAFCU is Not Responsible for the Wallet

OAFCU 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 OAFCU 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.

4. Limits

Any limits we place on the frequency or dollar amount of your OAFUCU card transactions will also apply to Wallet transactions.

5. Contacting You Electronically, and by Email

You consent to receive electronic communications from us in connection with your OAFUCU 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 OAFUCU 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.

6. Removing Your OAFUCU card from the Wallet

You should contact the Wallet provider on how to remove an OAFUCU card from the Wallet. We can also block an OAFUCU card in the Wallet from purchases at any time.

7. 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 OAFUCU card is covered. Disputes arising out of or relating to these Terms will be subject to any dispute resolution procedures in your OAFUCU card agreement.

8. Ending or Changing these Terms; Assignments

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 OAFUCU cards from the Wallet. You may not assign these Terms.

9. Privacy

Your privacy and the security of your information are important to us. OAFUCU's Privacy Notice (available online at <https://www.oleanareafcu.org/wp-content/uploads/2021/06/PrivacyPolicy.pdf>) applies to your use of your OAFUCU card in the Wallet. 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 OAFUCU card transactions, and to

improve our ability to offer these services. This information helps us to add your OAFUCU 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.

10. Security

Storing account numbers, passwords or codes on any Device, using any account numbers, passwords or codes in any verbal communications, or using any Device in a public place such as an airport, hotel, concert, or sports facility, may result in interception and misuse of that information by a third party. OAFUCU cannot prevent interception by third parties of any communications made by a Device. OAFUCU has no responsibility for any losses resulting from information that a third party may obtain by intercepting communications made through a Device or by accessing data that you may store on a Device.

11. Notices

We can provide notices to you concerning these Terms and your use of an OAFUCU card in the Wallet by posting the material on our website, through electronic notices 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: 1-800-854-6052.

12. 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 OAFUCU card, then contact us at: 1-800-854-6052.