

Simplicity Credit Union

Mobile Wallet Terms and Conditions

These Terms and Conditions (the “Terms”) apply when you choose to add a Simplicity Credit Union credit card or debit card to a Mobile Wallet Service. In these Terms, “you”, “your”, “their”, and “my” refer to the cardholder of the credit union card, and “we,” “us,” “our,” and “credit union” refer to the issuer of your credit union card. By agreeing to these terms and conditions you agree that; you have read, understand, and accept the credit union Mobile Wallet Service Terms and Conditions, you agree to all terms, conditions, and notices contained or referenced in these terms and are providing your express consent. All aspects of these terms are subject to applicable law. In the event of any conflict between these terms and applicable law, applicable law will control.

What is a Mobile Wallet Service?

A Mobile Wallet Service (“Wallet”) allows you to add your Simplicity Credit Union cards to an application using your mobile device. Your Simplicity Credit Union card number is replaced with a digital number or token. Once added, you understand that you may use your mobile device to make payments only where the Wallet is accepted. Simplicity Credit Union is not a provider of the Wallet and we are not responsible for any failure or inability to perform a transaction using the Wallet. We are only responsible for supplying information securely to the Wallet provider to allow usage of the Simplicity Credit Union card in the Wallet. The mobile wallet provider is solely responsible for its services, including its availability, security, and functionality.

Eligibility

Active Simplicity Credit Union card accounts that are in good standing are eligible to be added to a Wallet. If your Simplicity Credit Union card or any underlying Simplicity Credit Union account becomes delinquent, is in a negative status or otherwise presents a security or fraud risk, as reasonably determined by Simplicity Credit Union, your Simplicity Credit Union card may be removed by Simplicity Credit Union from the Wallet for continued use.

Relationship to Other Agreements

You agree that when you add your Simplicity Credit Union to a Wallet service, your Simplicity Credit Union card and account will remain subject to the terms and conditions

of all existing agreements with Simplicity Credit Union. You acknowledge that certain message and data rates may apply from your wireless service providers and/or wireless carriers which might impact your use of the Wallet. For example, your mobile service carrier or provider may impose data usage or text charges for your use of or interaction with the 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 Wallet. You agree that you are responsible for all such fees, limitations, and restrictions and that we may contact you via your mobile device regarding your accounts at Simplicity Credit Union, including account servicing and collection purposes.

Account Ownership/Accurate Information

You confirm that you are the legal owner of the account and other financial information which may be accessed via the Wallet. You represent and agree that all information you provide in connection with the Wallet is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of operating the Wallet. You agree not to misrepresent your identity or your account information.

Measures to Maintain Your Privacy and Security

Once you have added your Simplicity Credit Union card to a Wallet service, Simplicity Credit Union is responsible for securely transmitting your information to your Wallet service provider. Your information is only sent through secure channels. 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 Simplicity Credit Union} card transactions, and to improve our ability to offer these services. 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. You agree not to leave your mobile device unattended while logged into the 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 Wallet associated with the mobile device. You agree to notify us at once if 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 Simplicity Credit Union card.

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using the Wallet. You agree to be responsible for the safety and security of your mobile device. Use of a mobile wallet may involve additional risks, including unauthorized access to your device, compromise of stored credentials, or interception of communications. By enrolling your card, you acknowledge and accept these risks. However, your liability for unauthorized transactions is governed by Regulation E and Regulation Z, as applicable.

We may in some cases make individually identifying information available only in the following circumstances: where ordered by a court or other legal body or where it is lawfully permitted or required; where we have agreed to provide information under contracts to vendors and partners to make products and services available to our members; or where the member has requested or consents to the disclosure of information. In those cases where we disclose information to outside vendors, we require that they use it for no purposes other than providing previously specified services to our members.

Simplicity Credit Union collection and sharing of your information is governed by our Privacy Notice, provided in accordance with federal privacy laws, including the Gramm-Leach-Bliley Act. You may access your Simplicity Credit Union Privacy Notice at: simplicity.coop/privacy-policy

Unauthorized Transactions and Liability

You agree to tell us immediately if you believe your device has been lost or stolen or an unauthorized transaction has occurred using your card through a digital wallet.

Debit Cards:

Transactions made using your debit card through a digital wallet are subject to Regulation E. Your liability for unauthorized debit transactions will be determined in accordance with Regulation E. You have the right to dispute errors in accordance with Regulation E. Please refer to your account agreement for full details of your error resolution rights.

Credit Cards:

Transactions made using your credit card are subject to your credit card agreement and applicable law, including Regulation Z. Your liability for unauthorized credit transactions will be determined in accordance with Regulation Z.

For information regarding disputes or error resolution procedures, including how to report unauthorized transactions, please contact us by using one of the following methods:

By Telephone: 844-769-2667

By U.S. Mail: 222 E Upham St, Marshfield, WI 54449

By e-mail: info@simplicity.coop

Nothing in these Terms limits your rights under applicable law, including the Electronic Funds Transfer Act (Regulation E) or the Truth in Lending Act (Regulation Z).

Changes in These Terms and Conditions

Except as otherwise required by law, Simplicity Credit Union may in its discretion change these Terms and modify or cancel the eligibility to use your Simplicity Credit Union card with a Wallet service at any time. We will provide notice of changes as required by law. We may block, suspend, or remove your card from a mobile wallet at any time, including if we suspect fraud, your device is compromised, or your account is not in good standing. You cannot change these terms, but you can terminate them by removing your Simplicity Credit Union card(s) from the Wallet. Removing your card from a mobile wallet does not close your account. Simplicity Credit Union reserves the right to decline transactions as permitted by network rules.

Exclusion of Warranties; Limitation of Liability; Indemnification

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF A MOBILE WALLET SERVICE IS AT YOUR SOLE RISK. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WALLET IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND SIMPLICITY CREDIT UNION IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE. SIMPLICITY CREDIT UNION MAKES NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF A WALLET. YOU AGREE TO INDEMNIFY US ONLY FOR LOSSES RESULTING FROM YOUR MISUSE OF THE WALLET OR VIOLATION OF THESE

TERMS, TO THE EXTENT PERMITTED BY LAW. NOTHING IN THIS SECTION IS INTENDED TO LIMIT YOUR RIGHTS OR OUR OBLIGATIONS UNDER APPLICABLE LAW.