

## **Whatcom Educational Credit Union Mobile Wallet Terms of Use**

These Terms of Use govern your use of Whatcom Educational Credit Union (WECU) credit cards and debit cards (Cards) in a mobile wallet application such as Apple Pay.

### **1. Mobile Wallet Service.**

Mobile wallet service is provided by a third party vendor for the purpose of using a compatible wireless phone, tablet, or other compatible device (Device) to purchase goods and services from merchants who accept mobile wallet service as a form of payment. Mobile wallet service uses your Device to authorize your transaction at the merchant's point of sale terminal or reader without your plastic WECU Card. Mobile wallet service routes the transaction charge to the Card you have designated and authorizes payment to the merchant.

Mobile wallet service may not be accepted at all places where your WECU Card is accepted. Transactions on your WECU Card initiated through mobile wallet service are governed by the applicable WECU Card Agreement. The provider's Terms & Conditions for mobile wallet service describe your rights and obligations regarding mobile wallet service.

### **2. Eligibility & Enrollment.**

Only WECU Cards that we indicate are eligible can be added to mobile wallet service. If your WECU Card or underlying account is not in compliance with the applicable WECU Card Agreement, that WECU Card will not be eligible to enroll in mobile wallet service. You can add an eligible WECU Card to mobile wallet service by registering the Card through mobile wallet service by following mobile wallet service authentication and enrollment requirements.

### **3. Card & Service Responsibility.**

You are solely responsible for maintaining the security of your Apple User ID and password. If you share these credentials with any other person, you expressly authorize them to access your personal information, access your accounts and initiate charges to your Cards using mobile wallet service. WECU is not the provider of mobile wallet service, and we are not responsible for providing the service to you. We are only responsible for supplying information securely to mobile wallet service as necessary to allow use of your WECU Card in connection with mobile wallet service. We are not responsible for any failure of mobile wallet service, or the inability to use mobile wallet service for any transaction.

### **4. Limitation of Liability.**

WECU IS NOT RESPONSIBLE FOR MOBILE WALLET SERVICE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, AND WECU IS NOT RESPONSIBLE FOR THE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, OR ACCURACY. WECU MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE SERVICE, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY OR THE IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE AND RELATED WARRANTIES AND REPRESENTATIONS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY WECU WILL CREATE A WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SHOULD THE SERVICE

PROVE DEFECTIVE, WECU ASSUMES NO LIABILITY FOR THE COSTS OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

**5. Information Sharing & Privacy.**

By enrolling in and using mobile wallet service, you authorize WECU to collect information from Apple to verify your identity and to enable you to use mobile wallet service. You agree that we may share your information with Apple and service providers, payment networks, and others in order to provide the services you have requested, and to make information available to you about your mobile wallet service transactions. WECU will use your information in accordance with WECU's Privacy Policy. Apple and its service providers are contractually obligated to keep this information confidential. Your privacy and the security of your information are set forth in our Privacy Policy (available online at [www.wecu.com](http://www.wecu.com)) applies to our activity in connection with mobile wallet service. However, information that you share with other parties in connection with mobile wallet service is subject to the privacy policies of those parties.

**6. Discontinuing the Service.**

Upon your request or for our protection, we may block, restrict or suspend a WECU Card from use in mobile wallet service. You may delete or remove a WECU Card from mobile wallet service by following the mobile wallet service instructions.

**6. Change in Terms.**

We may change these Terms at any time by providing notice to you.

**7. Contacting You Electronically.**

By enrolling you consent to receive electronic communications and notices from us in connection with mobile wallet service or your Card by email or through text message to your device. You agree that we can contact you by email at any email address you provide to us in connection with your service enrollment or any WECU account.

**8. Consent.**

*By enrolling in the service, you agree to receive these terms electronically and acknowledge that you have read and agree to be bound by these terms. Your acceptance will be considered binding as if you provided a manual signature. If you do not agree to provide this Consent or otherwise do not want to use the Service, please do not proceed with enrollment.*