



838 Eglin Parkway N.E.
Fort Walton Beach, FL. 32547-2781
eglinfcu.org

Terms of Service for Adding an EFCU Debit/Credit Card to a Mobile Wallet

Terms of Service – for adding Eglin FCU Debit Card and/or Credit Card to a Mobile Wallet

These Terms of Service (“Terms”) are a legal agreement between you and Eglin FCU. These Terms for adding your Eglin FCU Debit and/or Credit Card to a Mobile Wallet apply when you choose to use this service. Using this service is when you add, or attempt to add, your Eglin FCU Debit and/or Credit Card to your smartphone or tablet that supports the Mobile Wallet, hereafter referred to as Wallet. In these Terms, “you,” “your,” and “user” refer to the cardholder of the Eglin FCU Debit and/or Credit Card, or any authorized user; Eglin FCU Debit Card will be hereafter referred to as Debit Card; Eglin FCU Credit Card will be hereafter referred to as Credit Card; and “we,” “us,” “our,” and “Eglin FCU” refer to the issuer of your Debit Card or Credit Card, which is Eglin Federal Credit Union. When you add your Debit and/or Credit Card to the Wallet, in consideration of Eglin FCU’s agreement to allow your participation in the Wallet service with respect to your Eglin FCU Credit and/or Debit Card, you agree to these Terms:

1. Adding Your Debit and/or Credit Card to the Wallet.

You can add an eligible Debit and/or Credit Card to the Wallet by following the instructions of the Wallet provider, along with any additional procedures that we may adopt. If your Eglin FCU account and/or Credit Card account is not in good standing, you will not be eligible to enroll in the Wallet. The Wallet service is offered exclusively by the third-party Wallet service provider. Eglin FCU does not own, operate, or control the Wallet service and is not responsible for any service, or information, provided to you by the third-party Wallet service provider. You understand that your use of the Wallet will also be subject to the agreements or terms of use with the Wallet provider.

2. Relationship to other Eglin FCU Agreements.

The terms and account agreements that govern your Eglin FCU Account, Debit Card, and Credit Card do not change when you add your Debit and/or Credit Card to the Wallet. Nothing in these Terms is intended to supersede, replace, or otherwise modify any other account agreements, those agreements take precedence over these Terms.

3. Fees and other charges.

You are solely responsible for any applicable interest, fees, taxes, and charges by any third-party in connection with the use of the Wallet to access your Eglin FCU Debit and/or Credit Card Account(s). The Wallet provider and other third parties such as wireless companies or data service providers may charge you fees. Eglin FCU does not charge a fee to use the Wallet. However, any charges, fees, or interest provided for in your Eglin FCU Credit or Debit Card agreement applies when you use your Credit or Debit Card in connection with the Wallet service. We reserve the right to institute charges in the future for use of the Wallet service but only after giving proper advance notice of change.

4. Availability.

The availability and functionality of the Wallet service, or any part thereof, depends on various factors and elements, including software, hardware, and communications networks that are partially provided by third parties. These factors are not fault free. Eglin FCU does not warrant or guarantee that the Wallet service will operate without disruption, errors, or interruptions, or that it will be accessible or available at all times.

5. Contacting You Electronically and by Email.

You agree to receive electronic notifications from us in connection with your Debit and/or Credit Card and the Wallet. You agree that proper notice is given when we notify you through the most recent contact information you have provided to us. You agree to keep your contact information with us current.

6. Removing Your Debit Card from the Wallet.

You agree to contact the Wallet provider on how to remove a Debit and/or Credit Card from the Wallet. We reserve the right to block a Debit and/or Credit Card from the Wallet at any time and for any reason.

7. Change in Terms.

We may amend or terminate these Terms at any time. We will provide notice as required by law. Your continued use of, or enrollment in, the Wallet service will indicate your acknowledgement of and acceptance of the Terms. You cannot change these terms.

8. Privacy and Security.

Personal information transmitted to us will be treated in accordance with our Privacy Policy which may be found in the Disclosure section of our Website <https://www.eplinfcu.org/>. Any information provided to merchants or the Wallet provider will be treated in accordance with their respective privacy policies, which may differ from our Privacy Policy. You agree that we may share your information with the TERMS OF SERVICE FOR ADDING AN EFCU DEBIT/CREDIT CARD TO A MOBILE WALLET 2 Wallet service provider, a payment network, and others in order to provide the services you have requested, to make information available to you about your Eplin FCU Credit or Debit Card transactions, and to improve our ability to offer these services. You are solely responsible for maintaining the confidentiality of your Wallet service User ID and Password and any other means that you may use to secure your device. You may be required to download and install an app or other software on your electronic device to use or maintain the use of the Wallet service. To protect your personal information from unauthorized access and use, you agree to protect the access to your electronic device that accesses the Wallet.

9. Lost or Stolen Device or Access.

You agree to immediately call to report lost or stolen device, card or compromised access Information; Eplin FCU- during regular business hours, Monday – Friday 8:30am-5:00pm Central Time 800.367.6159 or 850.862.0111, and after hours call for Debit Card 800.472.3272, or for Credit Card 888.241.2510.

10. Indemnity.

YOU AGREE TO INDEMNIFY AND HOLD EGLIN FCU, INCLUDING ITS EMPLOYEES, AGENTS, AND ASSIGNS, HARMLESS FROM ANY AND ALL CLAIMS, ACTIONS, DAMAGES, LIABILITIES, COSTS, AND EXPENSES, ARISING OUT OF YOUR USE OF THE WALLET SERVICE, ANY NEGLIGENT OR INTENTIONAL ACTION OR INACTION, AND/OR ANY BREACH OF THE TERMS OF THIS AGREEMENT. YOU AGREE THAT THIS PARAGRAPH SHALL SURVIVE THE TERMINATION OF THIS AGREEMENT FOR ANY REASON.

11. Severability.

If any provision of these Terms is held to be illegal, invalid, or unenforceable by a competent court, then that provision shall be performed and enforced to the maximum extent permitted by law, and the remaining provisions of these Terms shall continue to remain in full force and effect.

12. Non-Endorsement.

Eplin FCU does not represent or endorse, and shall not be responsible for: the reliability or performance of any seller, merchant, or third-party provider; the safety, quality, accuracy, reliability, integrity, or legality of any product, offer, loyalty program, or other items that may be stored, redeemed, and/or utilized as part of any process related to the Wallet service; the truth or accuracy of the description of any product, or of any advice, opinion, offer, proposal, statement, data, or other information displayed or distributed, purchased, or paid for through the use of the tools in the Wallet service; the availability, integrity, or security of any third-party service utilizing capabilities based on the Wallet service.

13. Governing Law and Disputes.

These Terms shall be governed by federal law and to the extent applicable, Florida law. Disputes will be subject to the resolution procedures in your Debit and/or Credit Card agreement(s).

14. Litigation.

In any litigation between the parties to this Agreement that is based on, arises out of, or is in any way related to this Agreement, the transaction described herein, or the relationship between the parties as a result of this Agreement (referred to herein as "Litigation"), the following provisions shall apply:

- a) **Limitation of Liability and Contractual Economic Loss Rule:** Eglin FCU and you agree that in any Litigation, neither party shall be liable for any special, indirect, incidental, or consequential damages or any economic damages of any kind that arise in tort; the parties understanding and agreeing that only contract damages shall be recoverable in any claim.
- b) **Venue:** In any Litigation, the parties agree that such Litigation shall be brought only in Okaloosa County, Florida if in state court or in the Northern District of Florida if in federal court.

15. Assignability.

None of these terms are assignable by either party.

16. Term of Service.

These Terms of Service shall become effective upon your agreement hereto, and the term of this agreement shall be for so long as you continue to use, or continue to be enrolled in, the Wallet service. Your continued use of, or continued enrollment in, the Wallet service constitutes your continued assent to these Terms of Service.

17. Questions.

If you have questions or complaints about the Wallet service you agree to contact the Wallet provider. If you have questions or a dispute about your Debit and/or Credit Card you may email Eglin FCU Member Services at <https://www.eqlinfcu.org/contact> or call 800.367.6159 or 850.862.0111. J