



## Mobile Wallet Service Terms and Conditions

These Terms and Conditions govern your use of eligible debit or credit cards issued by Publix Employees Federal Credit Union (each, a "Payment Card") when you elect to add, attempt to add, use or keep a Payment Card in a Mobile Payment Service solution such as Apple Pay™, Samsung Pay™, Google Wallet™, Microsoft Wallet™, or any other mobile payment service solution ("Mobile Wallet"). "Platform Provider" shall herein mean the third party Mobile Wallet solution provider who provisions and supports the Mobile Wallet(s) that PEFCU authorizes for your ultimate use.

A Mobile Wallet is a digital wallet platform operated by a Platform Provider that allows you to add eligible PEFCU Payment Cards to an application using your mobile device, allowing you to: (i) make payments at merchant point-of-sale terminals or readers that accept payments using a virtual card (in lieu of you presenting your physical Payment Card); and (ii) in-app or other digital commerce payments at participating merchants.

These Terms and Conditions also represent your agreement with Publix Employees Federal Credit Union regarding the use of your eligible debit or credit card account with a Mobile Wallet. Within these Terms, "you", "your", or "user" refer to the member whose name is located on the Payment Card or any authorized user of the Payment Card. "PEFCU", "we", "our", or "us" refer to Publix Employees Federal Credit Union.

### I. Relationship to Platform Provider

The Mobile Wallet solution is a service offered exclusively by the specific Platform Provider using eligible mobile devices. PEFCU does not own, operate, or control the Mobile Wallet, and is not responsible for any service provided to you by the Platform Provider or by any third party engaged by the Platform Provider. We likewise are not responsible for any information or other services provided to you by the Platform Provider or any other third parties associated with the Mobile Wallet service. We are not liable for any failure or performance of the Mobile Wallet service.

You understand that your use of the Mobile Wallet service will also be subject to agreements or terms of use with the Platform Provider or other parties. Mobile Wallets are registered trademarks of their respective Platform Provider (Apple Inc., Microsoft Corp., Samsung Group, etc.)

## II. Relationships to Other Agreements

Your enrollment into the Mobile Wallet service does not impact any other agreement we have with you. The terms of use for your Payment Card which were provided to you at account opening and amended from time to time remain in full force and effect regardless of whether or not you use the Mobile Wallet service. Your cardholder agreements with us contain arbitration provisions which also apply to your use of your Payment Card through the Mobile Wallet service. For the avoidance of confusion, any transaction you make with your enrolled PEFCU Payment Card using the Mobile Wallet service will be considered the same as if you had used your Payment Card in person to conduct the transaction and all applicable fees and interest (in the event of an enrolled credit card) will apply per the terms of your cardholder agreement with us.

## III. Eligibility

In order for us to authorize your use of your PEFCU issued Payment Card within the Mobile Wallet service, your Payment Card and the underlying account must be in good standing and you must not be restricted from using the Mobile Wallet service based upon any limitations imposed by the Platform Provider, your wireless service provider, and / or any third party associated with the Platform Provider.

## IV. Device Eligibility

You are required to have an eligible mobile device in order to use the Mobile Wallet service. The Platform Provider, at its sole discretion, determines which mobile devices are eligible to be used with the Mobile Wallet service. Devices which have been unlocked in an unauthorized fashion (“jail-broken”) or otherwise modified are not eligible to use the Mobile Wallet.

You acknowledge that use of an ineligible mobile device with the Mobile Wallet service is expressly prohibited, constitutes a breach of these Terms and is grounds for us to temporarily suspend, permanently terminate, or otherwise deny further access to your Payment Card in the Mobile Wallet service. We are not liable to you for the effects (third party or otherwise) of such termination or suspension.

For a complete list of eligible devices that support the Mobile Wallet, please review the respective Platform Provider requirements.

We do not charge any fees for using the Mobile Wallet service. Please review your PEFCU account agreement for any applicable fees, interests, or other charges associated with your Payment Card.

You are responsible for any fees or other charges that your wireless carrier, Platform Provider, or other third parties may impose.

We reserve the right to institute charges for account access or for additional transactions or features in the future, but only after written and/or electronic notification to you at least 30 days in advance of the date such charges will take effect.

## **V. Suspension of Payment Card**

We may block, suspend, or cancel use of your PEFCU issued Payment Card within the Mobile Wallet service. We may take these actions at any time and for any reason, such as if we suspect fraud with your Payment Card, your Device becomes lost or stolen, or if applicable laws change.

## **VI. Electronic Contact**

You agree to receive electronic communications from us, including emails to the email address you have provided in connection with your Payment Card account. These electronic communications will relate to your use of the Mobile Wallet service.

You agree to update your email address when it changes by contacting us.

## **VII. Data Privacy**

You agree that we may collect, transmit, store, and use certain information about you and your use of your Payment Card in the Mobile Wallet service. The transmission, storage, and usage of this data are governed by the privacy policy applicable to your Payment Card or the underlying account.

You understand and acknowledge that third parties, such as the Platform Provider and Visa, will have access to certain details regarding eligible Payment Card transactions made using the Mobile Wallet service.

You understand that information that is provided to or held by the Platform Provider or other third parties in relation to the Mobile Wallet service is outside the control of PEFCU. Any information you disclose to the Platform Provider or any other third party is subject solely to their security policies and governed by their respective privacy policies and not the PEFCU privacy policy applicable to your Payment Card or the underlying account.

## VIII. Indemnity

You agree to indemnify, defend, and hold PEFCU harmless from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of your use of the Mobile Wallet service, any negligent or intentional action or inaction, and/or any breach of the Terms and Conditions of this Agreement. You agree that this paragraph shall survive the termination of this Agreement for any reason

## IX. Your Responsibilities

### A. Payment Card enrollment in the Mobile Wallet

If you want to add a Payment Card to the Mobile Wallet, you agree to follow the procedures adopted by the respective Platform Provider and any further procedures we adopt. We may not add a Payment Card to the Mobile Wallet service if we cannot authenticate the Payment Card or if we otherwise suspect that there may be fraud associated with the Payment Card. The Mobile Wallet service allows you to make purchases using an added Payment Card wherever the Mobile Wallet is accepted. The Mobile Wallet may not be accepted at all places where your Payment Card is accepted.

### B. Report Lost or Stolen Devices or Payment Cards

If you enroll in the Mobile Wallet and your device is lost or stolen, or you have reason to believe that your device has been compromised, including that of your fingerprint reader, PIN, or other security device, you agree to contact us immediately so that we can take action to disable your Payment Card for use within the Mobile Wallet service. Given that your device can be used like a Payment Card to make purchases, you must notify us in the event your device is lost or stolen with the same urgency as if your actual physical Payment Card is lost or stolen. If you fail to notify us, you may be liable for all or a portion of the losses associated with unauthorized use of your Payment Card whether that use was through the Mobile Wallet service or not.

### C. Security

You are solely responsible for maintaining the confidentiality of your Mobile Wallet user-id, passwords, device passwords and any other means that you may use to securely access the Mobile Wallet on your device. If you share these

credentials with anyone, that person may be able to use your Mobile Wallet to make purchase or obtain access to your personal and payment information available through the Mobile Wallet service.

You agree to safeguard your device at all times and not leave it unattended.

D. Account Ownership/Accurate Information

You represent that you are the legal owner of the account(s) and other financial information which may be accessed via the Mobile Wallet service. You represent and agree that all information you provide to us in connection with the Mobile Wallet service is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using the Mobile Wallet service. You agree not to misrepresent your identity or your account information. You agree to keep your account information confidential, up to date and accurate. You represent that you are an authorized user of the Device you will use to access the Mobile Wallet service.