



Digital Wallet Terms and Conditions

These Digital Wallet Terms and Conditions (“Terms”) apply when you choose to add a Caltech Employees Federal Credit Union Mastercard® credit card (“Card”) to an electronic wallet that will permit you to make (i) contactless payments at merchants’ contactless-enabled point-of-sale terminals or readers that accept contactless payments using a digital wallet (in lieu of you presenting your physical card) and/or (ii) in-app or other digital commerce payments at merchants participating in the electronic wallet (“Wallet”). In these Terms, “you” and “your” refer to the cardholder and authorized card users of the Caltech Employees Federal Credit Union Mastercard credit card, and “we,” “us,” “our,” and “CEFCU” refer to the issuer of your Card, Caltech Employees Federal Credit Union.

Caltech Employees Federal Credit Union reserves the right to change these Terms at any time and without notice as permitted by law, and your continued use of the Card in a Wallet after revised Terms have been posted for your review constitutes agreement to all such changes.

When you add a Card to a Wallet, you agree to these Terms:

1. **Adding Your Card.** You can add an eligible Card to a Wallet by following the instructions of the Wallet provider. Only Cards that we determine are eligible can be added to the Wallet. If your Card or underlying account is not in good standing, that Card will not be eligible to be added to or enrolled in the Wallet. We may determine other eligibility criteria in our sole discretion. When you add a Card to a Wallet, the Wallet may allow you to use the Card to enter into transactions where the Wallet is accepted and use other services that are described in the Wallet provider’s agreement or that they may offer from time to time. The Wallet may not be accepted at all places where your Card is accepted. We reserve the right to terminate our participation in a Wallet or with a Wallet provider at any time and the right to designate a maximum number of Cards that may be added to a Wallet.

2. **Your Card Terms Do Not Change.** The terms and agreements that govern your Card, including your billing rights and disputes, do not change when you add your Card to a Wallet. The applicable Card agreement that governs the Card, as amended from time to time, are incorporated by reference as part of these Terms. Please review those agreements, as applicable, for important information on your rights and responsibilities when making transactions through a Wallet. The Wallet simply provides another way for you to make purchases or other transactions with the Card.

3. **Applicable Fees.** Any applicable interest, fees, and charges that apply to your Card will also apply when you use a Wallet to access your Card. CEFCU does not charge you any additional fees for adding your Card to the Wallet or using your Card in the Wallet. The Wallet provider and other third parties, such as wireless companies or data service providers, may charge you fees. You are solely responsible for reporting and paying any applicable taxes arising from transactions originated using your Card information transmitted by a Wallet and you shall comply with any and all applicable tax laws in connection therewith.

4. **Caltech Employees Federal Credit Union Is Not Responsible for the Wallet.** CEFCU is not the provider of the Wallet, and we are not responsible for providing the Wallet service to you. Our sole responsibility with respect to Wallet activity is to exchange information to the Wallet provider to allow usage of the Card in the Wallet. We are not responsible for any failure of the Wallet, for any errors, delays caused by 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.

5. **Transaction History.** You agree and acknowledge that the transaction history displayed in the Wallet solely represents our authorization of your Wallet transaction and may not reflect complete information about the transaction, nor any post-authorization activity, including but not limited to clearing, settlement, foreign currency exchange, reversals, returns or chargebacks. Accordingly, the purchase amount, currency, and other details for the Wallet provider’s transaction history in connection with use of your Card in the Wallet may be preliminary and/or incomplete, and may not match the transaction amount that ultimately clears, settles, and posts to your Card’s billing or monthly statement, which shall be deemed the final transaction amount.

6. **Contacting You through Your Mobile Device.** You consent to receive electronic communications and disclosures from us in connection with your 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 CEFCU product, service or account, or through the mobile device on which you have downloaded the Caltech Employees Federal Credit Union mobile app. 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.

7. Removing Your Card from the Wallet. You should contact the Wallet provider on how to remove a Card from the Wallet. We reserve the right to block a Card in the Wallet from certain transactions or purchases at any time.

8. Governing Law and Disputes. These Terms are governed by and will be construed in accordance with the laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. Disputes arising out of or relating to these Terms will be subject to any dispute resolution procedures in your Card agreement.

9. Termination; Change in Terms; Assignments. We can terminate, change, add, or delete any items in these Terms at any time. Your use of the Card in a Wallet after we have made such changes available will be considered your agreement to the changes. 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 Cards from the Wallet. You may not assign these Terms.

10. Privacy and Security. Your privacy and the security of your information are important to us. Our Online Privacy Notice (available online at: https://www.caltechefcu.org/home/fiFiles/static/documents/Privacy_Notice.pdf) and Privacy Policy (available online at: https://www.caltechefcu.org/home/fiFiles/static/documents/Privacy_Policy.pdf), as amended from time to time, applies to your use of your Card in the Wallet. You agree that we may share your information with the Wallet provider, merchants, a payment network, and others in order to provide the services you have requested, to make information available to you about your Card transactions, and to improve our ability to offer these services. This information helps us to add your 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. We are not responsible for any loss, injury or other harm you suffer in connection with the Wallet provider's use of your information. CEFCU is not responsible if there is a security breach affecting any information stored in the Wallet. When you add your Card to a Wallet and your device is lost or stolen, or you have reason to believe your device has been compromised, including that of your fingerprint reader, facial recognition, PIN, or other security device, you must contact us immediately. You must notify us with the same urgency as if your actual plastic 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 Card whether that use was through the Wallet or not. You agree to protect and keep confidential your user IDs, passwords, PINS and all other information required to make purchases through the Wallet. If you share these credentials with others, they

may be able to access your Card in the Wallet and make purchases for which you are responsible. Please review the applicable Card agreement that governs the Card for important information on your rights and responsibilities.

11. Notices. We can provide notices to you concerning these Terms and your use of the Card in the Wallet by posting the material on our website, by electronic delivery to any email address you have provided, or by contacting you at the current address we have on file for you. You may contact us at: 1-800-592-3328, option 3.

12. Limitation of Liability; Exclusion of Warranties; Indemnification. We are not and shall not be liable for any loss, damage or injury or for any direct, indirect, special, incidental, exemplary, or consequential damages, including lost profits, arising from or related to your adding a Card to a Wallet, or your access or use of a Wallet. To the fullest extent permitted by law, we disclaim all representations, warranties and conditions of any kind (express, implied, statutory or otherwise, including but not limited to the warranties of merchantability and fitness for a particular purpose, title and non-infringement of proprietary rights) as to any and all Wallets and all information, products and other content included in or accessible from the Wallets. You agree that only your mobile service carrier or Wallet provider is responsible for its products and services. Accordingly, you agree to resolve any problems with your carrier or Wallet provider directly without involving CEFCU. You agree to indemnify, defend, and hold CEFCU harmless from and against any and all losses, claims, damages, liabilities, regulatory or civil actions, costs or expenses (including any attorneys' fees) that arise from or are based upon (a) the failure of you, any Wallet, or any Wallet service provider to conform to applicable law, (b) the negligence or intentional action or inaction of you, any Wallet or any Wallet service provider, (c) any breach by you of any term, condition, warranty, representation or any other portion of these Terms, or (d) any breach by you, any Wallet, or any Wallet service provider of any term, condition, warranty, representation or any other portion of any Wallet agreement. CEFCU is not responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or function of the Wallet or any third party's products or services.

13. 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 Card, then contact us at: 1-800-592-3328, option 3 during regular business hours or write to us at eservices@cefcu.org.

Caltech Employees Federal Credit Union Mastercard credit cards are issued by Caltech Employees Federal Credit Union. All credit subject to approval.