

MOBILE WALLET SERVICE TERMS AND CONDITIONS

Apple Pay™, Samsung Pay, Android Pay

These Terms and Conditions (“Terms”) apply when you choose to add your Red River Employees Federal Credit Union *Visa* Debit/ATM Card (“Card”) to a Mobile Wallet Service. In these Terms, “I,” “you,” “your,” and “my” refer to the authorized cardholder of a Red River Employees Federal Credit Union *Visa* Debit/ATM Card, and “we,” “us,” “our,” “Red River Credit Union,” and “Credit Union,” refer to the issuer of your Card, Red River Employees Federal Credit Union. By using the Mobile Wallet Service, you understand and agree to these Mobile Wallet Service Terms and Conditions. You agree to all terms, conditions, and notices contained or referenced in these Terms and you are providing your express consent.

ABOUT THE MOBILE WALLET SERVICE

A Mobile Wallet Service (“Wallet”) allows you to add your Red River Credit Union Card(s) to an application using your Mobile Device. Your 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. The 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 your Red River Credit Union Card in the Wallet.

ELIGIBILITY

Active Red River Credit Union accounts that are in good standing with a Red River Credit Union Card are eligible to be added to a Wallet. If your Credit Union Card or any underlying Red River Credit Union loan or account becomes delinquent, is in a negative status or is otherwise maintained in an unsafe manner as determined by the Credit Union in its sole discretion, your Card may be removed by the Credit Union for continued use.

RELATIONSHIP TO OTHER AGREEMENTS

You agree that when you add your Red River Credit Union Card to a Wallet service, your Card and account will remain subject to the terms and conditions of all existing agreements with Red River Credit Union. You acknowledge that certain message and data rates may apply from your wireless service providers and/or wireless carriers, which might affect 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 expressly agree that you are responsible for all such fees, limitations, and restrictions and that we may contact you via your mobile device for any purpose concerning your accounts at Red River Credit Union, including account servicing and collection purposes.

ACCOUNT OWNERSHIP/ACCURATE INFORMATION

You represent 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 Red River Credit Union Card to a Wallet service, the 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 Red River 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 provide us with immediate notice in the event 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 Red River 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. We may in some cases make individually identifying information available only in the following circumstances: where ordered by a court or other legal entity or where it is lawfully permitted or required; where we have agreed to provide information under contracts to vendors and service providers 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.

INDEMNITY

You agree to indemnify, defend, and hold Red River Credit Union 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.

CHANGES IN TERMS AND CONDITIONS

Except as otherwise required by law, Red River Credit Union may in its sole discretion change these terms, and modify or cancel the eligibility to use your Card with a Wallet service at any time, without notice. You cannot change these terms but you can terminate them by removing your Credit Union Card(s) from the Wallet. Red River Credit Union reserves the right to refuse any transaction for any reason.

EXCLUSION OF WARRANTIES; LIMITATION OF LIABILITY

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 RED RIVER 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. RED RIVER 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. I ACKNOWLEDGE THAT I HAVE READ THESE TERMS OF USE CAREFULLY BEFORE ACTIVATING OR USING MY RED RIVER CREDIT UNION CARD, BECAUSE BY DOING SO, I ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF USE. IF I DO NOT AGREE TO THESE TERMS OF USE, I MUST NOT ACTIVATE OR USE A RED RIVER CREDIT UNION CARD THROUGH A MOBILE WALLET.