

# Mobile Wallet Terms & Conditions

These Terms and Conditions (“Terms”) apply when you choose to add your Salal Credit Union (“Salal”) issued debit and/or credit card (“card”) to an external Digital Wallet product (“Digital Wallet” or “Wallet”). By using this service, you agree to follow these Terms and Conditions. In these Terms, “you” and “your” refer to the cardholder of the Salal Card, and “we,” “us,” “our,” and “Credit Union” refer to the issuer of your Salal Card, which is Salal Credit Union. “Account” means your regular checking or credit card account. When you add a Salal Card to a Digital Wallet, you agree to these Terms.

## **ADDING YOUR SALAL CARD TO A DIGITAL WALLET**

You can add an eligible Salal Card to the Wallet by following the instructions of the Wallet provider. Only Salal Cards that we indicate are eligible and approved can be added to the Wallet. If your Salal Card or underlying Account is not in good standing, that Salal Card will not be eligible for addition or enrollment in a Digital Wallet. When you add a Salal Card to the Wallet, the Wallet allows you to use the Salal Card for transactions where the Wallet is accepted, consistent with the terms and conditions of the Digital Wallet provider. The Wallet may not be accepted at all places where your Salal Card is accepted. You agree to include a security password on your mobile device at all times. You agree to not provide your password or other access information to any other person.

## **SALAL CARD AGREEMENT AND RELATIONSHIP TO OTHER AGREEMENTS**

In addition to the Terms of this agreement, the terms and conditions of your Account agreement that govern your Salal Card remain in effect and do not change when you add your Salal Card to the Wallet. The Wallet simply provides another way for you to make purchases with the Salal Card. Any applicable interest, fees, and charges that apply to your Salal Card will also apply when you use the Wallet to access your Salal Card for transactions. Salal does not currently charge you any additional fees for adding your Salal Card to the Wallet or for using your Salal Card in the Wallet. You will be responsible for all fees imposed in connection with use of your Wallet. This will include fees such as data usage or text messaging charges imposed by your wireless carrier.

## **NOTIFICATION OF LOST DEVICE OR UNAUTHORIZED ACCESS**

Tell us at once if you believe your Salal Card, your PIN, or any other access code has been lost, stolen, or learned by an unauthorized person. The best way to keep your possible losses down is to call us immediately. You could lose all the money in your account plus your maximum Overdraft Protection limit. For more details regarding a compromised card or access, review the *Electronic Funds Transfer Disclosure* specific to your account type online at [SalalCU.org/disclosure-forms](https://salal.org/disclosure-forms).

## **REMOVING YOUR SALAL CARD FROM THE WALLET**

You should contact the Wallet provider on how to remove a Salal Card from the Wallet. Upon notification, we can block a Salal Card in the Wallet from purchases.

## **GOVERNING LAW AND DISPUTES**

These Terms are governed by the laws of the State of Washington except to the extent superseded by federal laws. Disputes arising out of or relating to these Terms will be subject to the applicable provisions of the **ENFORCEMENT AND PAYMENT OF LEGAL EXPENSES** below and the dispute resolution procedures in your Salal Card agreement.

## **ENDING OR CHANGING THESE TERMS; ASSIGNMENTS**

We can terminate these Terms at any time. We can also change these Terms, or add or delete any items in these Terms, at any time. We will provide notice if required by law. You agree that posting of our Terms on our website is sufficient notice and your continued use of the Digital Wallet constitutes your acceptance of our Terms, as they may be updated from time to time. We can also assign these Terms. You cannot change these Terms, but you can terminate these Terms at any time by removing all Salal Cards from the Wallet. You may not assign these Terms. It is your responsibility to remove your Salal Card from the Digital Wallet prior to transferring ownership or possession of your device. Salal reserves the right to refuse any transaction for any reason.

## **PRIVACY AND INFORMATION SECURITY**

Financial institutions like ours collect, use, and share data depending on the products and services you have with us. We need to use and share your personal information to provide those services. Salal's current privacy notice is available online at [SalalCU.org/privacy-policy](https://salal.org/privacy-policy) and applies to your use of your Salal Card in the Wallet. As a Salal member you may periodically receive annual privacy notices as required under regulations, if applicable. 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 Salal Card transactions, and to improve our ability to offer these services. This information helps us to add your Salal 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.

## **NOTICES**

We can provide notices to you concerning these Terms and your use of a Salal Card in the Wallet by posting the material on our website, through electronic notice given to any electronic mailbox we maintain for you or to any other email address you provide to us, or by contacting you at the current address we have on file for you.

## 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. For questions about your Salal Card, contact us at:

- Call us at **800.562.5515** or **206.298.9394**.
- Write to us at **Salal Credit Union, PO Box 75029, Seattle, WA 98175-0029**.
- Use the secure messaging feature within Mobile or Online Banking.

## SALAL IS NOT RESPONSIBLE FOR THE WALLET AND YOUR GRANT OF INDEMNIFICATION

Salal is not the provider of the Wallet, and we are not responsible for providing the Wallet service to you. We are only responsible for supplying information securely to the Wallet provider to allow usage of the Salal Card in the Wallet. We are not responsible for any failure of the Wallet 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. You agree to indemnify, defend, and hold us harmless for any and all losses, claims, damages, liabilities, regulatory or civil actions, costs or expenses (including any attorneys' fees) that arise out of or are based upon (a) the failure of you, and Wallet, or any Wallet service provider to conform to applicable law, (b) the negligence or intentional action or inaction of you 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, and Wallet, or any Wallet service provider or any term, condition, warranty, representation or any other portion of any Wallet agreement. Your indemnification obligation set forth herein shall survive termination or expiration of these Terms.

## ENFORCEMENT AND PAYMENT OF LEGAL EXPENSES

You agree to be liable to the Credit Union for any liability, loss, expense, or other such loss due to wrongful acts committed by you relating to the provision of Services under this Agreement, unless otherwise inconsistent with applicable law:

- You shall also be responsible for any loss that the Credit Union incurs as a result of any dispute with others involving your Accounts or Services.
- You authorize the Credit Union to deduct any amount related to such liability, loss, or expense from your Account without prior notice to you.
- In the event any third-party brings a legal action against you regarding matters involving services under this Agreement, you agree to reimburse and hold harmless the Credit Union for its expenses and liability wrongfully caused by you.
- If there is a legal dispute between you and the Credit Union, the prevailing party shall be entitled, subject to Washington state law, to payment by the other party of its reasonable attorney's fees and costs, including fees on any appeal, bankruptcy proceedings, and any post-judgment collection actions, if applicable, regarding enforcement of the provisions of this Agreement.

**DISCLAIMER OF WARRANTIES:** YOU AGREE YOUR USE OF THE SERVICES AND ALL INFORMATION AND CONTENT (INCLUDING THAT OF THIRD PARTIES) IS AT YOUR RISK AND IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND AS TO THE USE OF THE SERVICES, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WE MAKE NO WARRANTY THAT THE SERVICES (I) WILL MEET YOUR REQUIREMENTS, (II) WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, (III) THAT THE RESULTS THAT MAY BE OBTAINED FROM THE SERVICE WILL BE ACCURATE OR RELIABLE, AND (IV) ANY ERRORS IN THE SERVICES OR TECHNOLOGY WILL BE CORRECTED.

**LIMITATION OF LIABILITY:** YOU AGREE THAT WE WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER LOSSES RESULTING FROM THE USE OR THE INABILITY TO USE THE SERVICES INCURRED BY YOU OR ANY THIRD PARTY ARISING FROM OR RELATED TO THE USE OF, INABILITY TO USE, OR THE TERMINATION OF THE USE OF THESE SERVICES, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY, OR OTHERWISE), EVEN IF THE CREDIT UNION HAS BEEN INFORMED OF THE POSSIBILITY THEREOF.