



Evergreen Credit Union Terms and Conditions for Digital Wallet Use

Effective February 07, 2017

These Terms and Conditions govern your use of eligible credit or debit cards issued by Evergreen Credit Union when you add, attempt to add, or keep a Credit or Debit Card to a Digital Wallet ("Wallet") on any mobile device ("Device") that supports the Wallet.

These Terms and Conditions also represent your agreement with Evergreen Credit Union regarding the use of your eligible credit or debit card account with the Apple Pay and Android Pay service ("Services"). Within these Terms, "you", "your", or "user" refer to the member whose name is located on the Credit or Debit Card or any authorized user of the Credit or Debit Card. "EGCU", "we", "our", or "us" refer to Evergreen Credit Union. The Services herein includes the Wallet.

I. Mobile Wallet Service

These Services are available for the purpose of purchasing goods and services with a compatible wireless mobile phone or device with merchants who accept these Services as a form of payment. These Services enables you to create and store virtual representations of your eligible Credit or Debit Cards and add account information on your supported device creating a "Mobile Wallet" that will permit you to use your Mobile Wallet to authorize and make payments at merchant's point of sale terminals or readers without your plastic Credit or Debit Card. Your Mobile Wallet may not be accepted at all places where your Credit or Debit Card is accepted. The purchase transactions with your Credit or Debit Card as a Mobile Wallet will still be governed by your Credit or Debit Card Agreement. These Service's Terms & Conditions for the Services describe your rights and obligations regarding the Services.

II. Eligibility & Enrollment

Only Credit and Debit Cards that we indicate are eligible can be added as a Mobile Wallet. If your Credit or Debit Card or underlying account is not in compliance with the Credit or Debit Card Agreement, that Credit or Debit Card will not be eligible to enroll as a Mobile Wallet. You can add an eligible Credit or Debit Card as a Mobile Wallet by registering the Credit or Debit Card through these Services by following the authentication and enrollment requirements.

III. Your Responsibilities

A. Payment Card enrollment in the Wallet

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

B. Report Lost or Stolen Devices or Credit Cards or Debit Cards

If you enroll in these Services 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 by telephone at (207) 221-5000 so that we can take action to disable your Credit or Debit Card for use within the these Services. Given that your device can be used like a Credit or Debit 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 Credit or Debit 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 Credit or Debit Card whether that use was through these Services or not.

C. Security

You are solely responsible for maintaining the security and confidentiality of your Apple or Android User ID, Apple or Android passwords, device passwords and any other means that you may use to securely access these Services on your device. If you share these credentials with anyone, that person may be able to use your Wallet to make purchase or obtain access to your personal and payment information available through these Services.

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 these Services. You represent and agree that all information you provide to us in connection with these Services is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using these Services. 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 these Services.

IV. Service Responsibility

EGCU is not the provider of these Services and Mobile Wallet service, and we are not responsible for providing the service to you. We are only responsible for supplying information securely to these Services and Mobile Wallet provider to allow use of your Credit or Debit Card as a Mobile Wallet. We are not responsible for any failure of these Services and Mobile Wallet service, or the inability to use your Mobile Wallet for any transaction. We are not responsible for the performance or non-performance of these service providers or any other third parties regarding any agreement you enter into with the Mobile Wallet.

V. Limitation of Liability

EGCU IS NOT RESPONSIBLE FOR THE SERVICE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, AND EGCU IS NOT RESPONSIBLE FOR THE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT. WITH REGARD TO THE SERVICE, EGCU MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY OR THE IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE AND RELATED WARRANTIES AND REPRESENTATIONS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY EGCU WILL CREATE A WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SHOULD THE SERVICE PROVE DEFECTIVE, EGCU ASSUMES NO LIABILITY FOR THE COSTS OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

VI. Information Sharing & Privacy

By enrolling and using these Services and creating a Mobile Wallet, you authorize EDCU to collect information from Apple or Android to verify your identity and to enable you to use a Mobile Wallet and these Services . You agree that we may share your information with Apple, Android and Mobile Wallet service providers, payment networks, and others in order to provide the services you have requested, to make information available to you about your Mobile Wallet transactions. EDCU will provide your information in accordance with EDCU's Privacy Policies. Apple or Android and its service providers are contractually obligated to keep this information confidential. Your privacy and the security of your information are set forth in our Privacy Policy (available online at [\(EDCU Privacy Policy\)](#)) applies to your use of your Mobile Wallet. We do not control the privacy and security of your information that may be held by these providers, which is governed by the privacy policy given to you by these providers.

VII. Discontinuing the Service

Upon your request or for our protection, we can block, restrict or suspend a Credit or Debit Card from use as a Mobile Wallet at any time. You may delete or remove a Credit or Debit Card as a Mobile Wallet through these Services. You can terminate these Terms at any time by removing all Credit or Debit Cards from the Mobile Wallet service. 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.

VIII. Contacting You Electronically

By enrolling you consent to receive electronic communications and notices from us in connection with your Credit or Debit Card and the Mobile Wallet by email or on your device. You agree that we can contact you by email at any email address you provide to us in connection with your service enrollment or any EDCU account.