

Bank-Fund Staff Federal Credit Union® (BFSFCU®) Digital Wallet Service
Terms and Conditions
Effective 09/06/16

These Terms and Conditions (the “Terms”) apply when you choose to add a BFSFCU Card to a Digital Wallet Service. In these Terms, “you”, “your”, “their”, and “my” refer to the cardholder of the BFSFCU Card(s), and “we,” “us,” “our,” and “BFSFCU” refer to the issuer of your BFSFCU Card(s). “Card” refers to your BFSFCU issued Credit Card and/or Debit Card. By selecting the check box entitled “I have read, and I understand and agree to the BFSFCU Digital 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. Retain a copy of these Terms for your records.

What is a Digital Wallet Service?

A Digital Wallet Service (“Wallet”) allows you to add your BFSFCU Card(s) to an application using your Mobile Device. Your BFSFCU 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. BFSFCU 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 the BFSFCU Card(s) in the Wallet.

Eligibility

Active BFSFCU Card accounts that are in good standing are eligible to be added to a Wallet. If your BFSFCU Card(s) or any underlying BFSFCU account becomes delinquent, is in a negative status or is otherwise maintained in an unsafe manner as determined by BFSFCU in its sole discretion, we may remove your access to your BFSFCU Card(s) from the Wallet for continued use.

Relationship to Other Agreements

You agree that when you add your BFSFCU Card(s) to a Wallet service, your BFSFCU Card(s) and account will remain subject to the terms and conditions of all existing agreements with BFSFCU, including but not limited to the BFSFCU Credit Card Agreement, Visa Debit Card Agreement and Disclosure, Share Account Agreement and Electronic Fund Transfer Disclosure.

Text Messages/Calls and/or Email to You

When you give us your mobile number, we have your permission to contact you at that number concerning your accounts at BFSFCU. Your consent allows us to use text messaging, artificial or prerecorded voice messages and automatic dialing technology for informational and account service calls, but not for telemarketing or sales calls. You may contact us anytime to change these preferences. You acknowledge that certain message and data rates may apply from your wireless service providers and/or wireless carriers which might impact 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.

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 BFSFCU Card to a Wallet service, BFSFCU 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 BFSFCU 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 platform provider and that is governed by the privacy policy given to you by the Wallet platform 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 BFSFCU Card(s).

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 body or where it is lawfully permitted or required; where we have agreed to provide information under contracts to vendors and partners 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.

Changes in these Terms and Conditions

Except as otherwise required by law, BFSFCU may in its sole discretion change these Terms, and modify or cancel your eligibility to use your BFSFCU Card(s) with a Wallet service at any time, without notice. Your continued use of the Wallet Service constitutes your agreement with the revised terms. You cannot change these terms but you can terminate the Wallet service by removing your BFSFCU Card(s) from the Wallet. BFSFCU reserves the right to refuse any transaction for any reason.

Exclusion of Warranties; Limitation of Liability; Indemnification

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF A DIGITAL 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 BFSFCU 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. BFSFCU 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.

With your acceptance and use of the Wallet service, you agree that we shall not be liable to you or any third party for any direct, incidental or consequential costs, expenses, or damages resulting from or arising out of this Agreement or resulting from any errors or failures from any malfunction of your device or virus that you may encounter related to the use of this service.

In Case of Errors or Questions About Your Transactions

Call 202-212-6400 or write us at the address found at the end of these terms and conditions, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a

transaction listed on the statement or receipt. We must hear from you no later than 60 days after we sent or made available to you the FIRST statement on which the problem or error appeared.

Tell us your name and account number (if any).

Describe the error or the transaction you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will tell you the results of our investigation within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will recredit your account within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may choose not to recredit your account.

For errors involving transactions at POS terminals, foreign initiated transactions or on accounts opened within the past 30 days, the periods referred to above are 20 business days instead of 10 business days, and 90 calendar days instead of 45 calendar days.

If we decide that there was no error, we will send you a written explanation within three business days after we finish our investigation. If we find that there was no error or the error was for a different amount we may reverse the provisional credit or debit your account(s) for additional funds. You may ask for copies of the documents we used in our investigation.

BANK-FUND STAFF FEDERAL CREDIT UNION

MEMBER RELATIONS

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