



HERITAGE

COMMUNITY CREDIT UNION

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MOBILE WALLET SERVICE TERMS AND CONDITIONS

Mobile Wallet Terms and Conditions: These Terms and Conditions (the "Terms") apply when you add a Heritage Community Credit Union ("HCCU") credit card or debit card ("HCCU Card") to a Mobile Wallet Service. In these Terms, "you" and "your" refer to the cardholder of the HCCU Card, and "we," "us," "our," and "HCCU" refer to Heritage Community Credit Union. "Platform Provider" means the third party mobile payment enabler that supports or provides the Mobile Wallet Service to HCCU for your ultimate use. Mobile Wallet Service ("Mobile Wallet") is a digital wallet platform that allows you to add eligible HCCU Cards to an application using your mobile device, permitting you to make (i) payments at merchants' point-of-sale terminals or readers that accept payments using a mobile Card (in lieu of you presenting your physical Card) and (ii) in-app or other digital commerce payments at participating merchants. Your HCCU Card number is replaced with a digital number or token. Once added, you may use your mobile device to make payments only where the Mobile Wallet is accepted. HCCU is not a provider of the Mobile Wallet and we are not responsible for any failure or inability to perform a transaction using the Mobile Wallet. We are responsible only for supplying information securely to the Platform Provider to allow usage of the HCCU Card in the Mobile Wallet.

Account Eligibility: Active HCCU Card accounts in good standing, as determined by HCCU in its sole discretion, are eligible to be added to a Mobile Wallet. If your HCCU Card or any associated HCCU account becomes delinquent or is otherwise no longer in good standing, HCCU may remove your HCCU Card from the Mobile Wallet.

Relationship to Existing Agreements: You agree that when you add your HCCU Card to a Mobile Wallet Service, your HCCU Card and associated account will remain subject to the terms and conditions of all existing agreements with HCCU, including but not limited to the "Electronic Fund Transfers Agreement and Disclosure" and all applicable fee schedules, as amended (together, "Existing Agreements.") We currently do not impose a fee for using your Card through the Mobile Wallet but we reserve the right to impose a fee in the future. 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 Mobile Wallet. For example, your mobile service carrier or provider may impose data usage or text charges for your use of or interaction with the Mobile Wallet, including downloading the required 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 Mobile Wallet. You expressly agree that you are responsible for all such fees and restrictions, and that we may contact you via your mobile device, via e-mail or automatically dialed calls or texts, for any purpose regarding your HCCU accounts, including but not limited to account servicing and collection.

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 the Mobile Wallet. You represent that all information you provide in connection with the Mobile Wallet is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of operating the Mobile Wallet.

Privacy and security: Once you have added your HCCU Card to a Mobile Wallet Service, HCCU is responsible for transmitting your information to the Platform Provider through secure channels. You agree that we may share your information with the Platform Provider, a payment network, and others in order to provide the services you have requested, to make information available to you about your HCCU Card transactions, and to improve our ability to offer these services. We do not control the privacy and security of your information that you provide to the Platform Provider or that may otherwise be held by the Platform Provider as that is governed by the privacy policy given to you by the Platform Provider. You agree not to leave your mobile device unattended while logged in to the Mobile Wallet and to log off immediately at the completion of each session 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 Mobile 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 HCCU accounts. You agree to comply with all applicable laws, rules and regulations in connection with your HCCU Cards and the use of the Mobile Wallet Service. Subject to the HCCU Agreements governing the use of the HCCU Cards you add to a Mobile Wallet, you are responsible for all transactions made using your HCCU Card(s).

You agree to take reasonable precautions to ensure the safety, security and integrity of your account and transactions when using the Mobile Wallet, including any security features and procedures the Platform Provider and your mobile device may contemplate to protect against unauthorized use of any of your HCCU Card(s).

We may 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 to vendors and partners to make products and services available to our members; or where you have requested or consented to the disclosure of information. If we disclose information to outside vendors, we will require that they use it only to provide previously agreed to services to our members.

Amendments to these Terms and Conditions: HCCU may, in its sole discretion, change these Terms and Conditions, and modify or cancel the Mobile Wallet Service or your eligibility to use your HCCU Card with a Mobile Wallet Service at any time, without notice unless required by applicable law. Your continued use of the Mobile Wallet after such changes have been made constitutes your consent to the revised Terms and Conditions, even if you have not reviewed such changes. You cannot change the Terms and Conditions but you may remove your HCCU Cards from the Mobile Wallet. HCCU reserves the right to refuse any transaction for any reason permitted by law.

Disclaimers; Limitation of Liability; Indemnification: YOU 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 MOBILE WALLET IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND HCCU, ITS EMPLOYEES, DIRECTORS AND SUPPLIERS, ARE 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, BUG, MALFUNCTION OR OTHERWISE. HCCU 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 MOBILE WALLET.

You will indemnify, defend, and hold us harmless (and our employees, directors, agents, affiliates and representatives) from and against any and all claims, costs, losses, or damages (including reasonable attorneys' fees) arising out of any claim, action, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms and Conditions, including any violation of our policies; (b) your wrongful or improper use of the Mobile Wallet, including willful misconduct or fraud; (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; or (d) your violation of any law, rule or regulation of the United States or any other country.

Third Party Agreements: These Terms and Conditions only address the terms and conditions that apply to your use of your HCCU Card(s). The Platform Provider, your wireless carrier, and other third party websites or services integrated in the Mobile Wallet Service have their own Third Party Agreements and you are subject to those Third Party Agreements when you give them your personal information, use their services or visit their respective sites. HCCU is not responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or function of the Platform Provider's or any third party's products or services.

Merchant Relationship and Disclaimers: Merchants may present to you certain discounts, rebates or other benefits within the Mobile Wallet Service. Such offers are subject to certain terms and conditions and may change at any time without notice to you. We will not be liable for any loss or damage as a result of any interaction between you and a merchant with respect to such offers. Subject to applicable law and the Existing Agreements, all matters, including delivery of goods and services, returns, and warranties, are solely between you and the applicable merchants. You acknowledge that we do not endorse or warrant the merchants that are accessible through the Mobile Wallet or the offers that they provide.

Miscellaneous: HCCU's failure to enforce any provision of these Terms and Conditions or any additional terms shall not be deemed a waiver of such provisions nor of its right to enforce such provision. If any part of these Terms and Conditions is found void and unenforceable, it will not affect the validity of the balance of the Terms and Conditions which shall remain valid and enforceable.

How to Contact Heritage Community Credit Union regarding Mobile Wallet Service:

Heritage Community Credit Union

P.O. Box 790, Rancho Cordova, CA 95741-0790

916.364.3822 or 800.233.6328