



## **Verity Credit Union Mobile Wallet Terms of Use**

These Terms of Use govern your access, consent, and use of your Verity Credit Union (Verity) credit and debit cards in a Mobile Wallet (such as the Apple Pay 'Wallet') and related features and services offered through Verity.

### **1. Mobile Wallet Service.**

A Mobile Wallet is available for the purpose of purchasing goods and services with a compatible wireless mobile phone or device with merchants who accept Wallet services as a form of payment. Wallets enables you to create and store virtual representations of your eligible Verity 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 Verity Card. Your Mobile Wallet may not be accepted at all places where your Verity Card is accepted. The purchase transactions with your Verity Card with your Mobile Wallet will still be governed by your Verity Card Agreement. Additional Terms & Conditions of your device or service provider may apply.

### **2. Eligibility & Enrollment.**

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

### **3. Card & Service Responsibility.**

You understand and agree that your storage and use of your VISA card number, token and access code in a Mobile Wallet application of yours is a permitted use of your Card and account as you authorize. If you allow your Mobile Wallet or the mobile device on which your Mobile Wallet is stored to be used, you agree you are responsible for all transactions resulting from the use of your digital wallet. You are solely responsible for maintaining the security of your device User ID and password. If you share these credentials with any other person, you expressly authorize them to access your personal information, your accounts and use your Mobile Wallet. Verity is not the provider of the Mobile Wallet service, and we are not responsible for providing the service to you. We are only responsible for supplying information securely to the Mobile Wallet provider to allow use of your Verity Card as a Mobile Wallet. We are not responsible for any failure of the 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.

#### **4. Limitation of Liability.**

VERITY IS NOT RESPONSIBLE FOR THE SERVICE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, AND VERITY IS NOT RESPONSIBLE FOR THE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT. WITH REGARD TO THE SERVICE, VERITY 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 VERITY WILL CREATE A WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SHOULD THE SERVICE PROVE DEFECTIVE, VERITY ASSUMES NO LIABILITY FOR THE COSTS OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

#### **5. Information Sharing & Privacy.**

By enrolling, creating and using a Mobile Wallet, you authorize Verity to collect information from the Mobile Wallet provider to verify your identity and to enable you to use the Mobile Wallet service. You agree that we may share your information with the 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. Verity will provide your information in accordance with Verity's Privacy Policies. The Mobile Wallet 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 [www.veritycu.com](http://www.veritycu.com)) that 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.

#### **6. Discontinuing the Service.**

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

#### **7. Contacting You Electronically.**

By enrolling, you consent to receive electronic communications and notices from us in connection with your Verity 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 Verity account.

#### **8. Consent.**

*By enrolling in the service, you are agreeing to receive this Consent electronically and agreeing and acknowledging that you have read and agree to be bound by this Consent and your acceptance will be considered binding as if you provided a manual signature. If you do not agree to provide this Consent or otherwise do not want to use the Service, please do not proceed with enrollment.*