The following Terms and Conditions apply when you choose to add a Beacon debit or credit card ("Card") to a Digital Wallet ("Wallet", provided by Apple Pay, Samsung Pay, or Google Pay). In these Terms, "you" and "your" refer to the cardholder, and "we", "us", "our", and "Beacon Credit Union" ("BCU") refer to the issuer of your debit or credit card.

When you add a Beacon Credit Union debit or credit card to a Digital Wallet, you agree to the following Terms and Conditions:

- 1. Your Beacon Credit Union Debit or Credit Card Terms Do Not Change
  The terms and conditions that govern your Beacon Credit Union debit or credit card do not
  change when you add your card to a Digital Wallet. The Digital Wallet is a third party service that
  provides another way for you to make purchases with your debit or credit card. Any applicable
  interest, fees, and charges that apply to your Card will also apply when your Card is used to
  conduct transactions in a Wallet. BCU does not charge you any additional fees for adding your
  Card to the Wallet or using your Card in the Wallet. The Wallet provider, and other third parties
  such as wireless carriers or data service providers, may charge additional fees, for which you are
  responsible.
- 2. Adding Your Debit or Credit Card You may add an eligible Beacon Credit Union debit or credit card to a Digital Wallet by following the instructions of the Wallet provider. Only cards that we deem as eligible may be added to the Wallet. If your Card or associated account are not in good standing, you may not be able to add your Card to a Wallet. When your Card is added to a Wallet, the Wallet will allow you to use the Card for transactions where the Wallet is accepted. You understand that the use of your Wallet also will be subject to the terms and conditions set forth by your Wallet provider. Please contact the Wallet provider if you have questions about the supported devices that are eligible for use with the Wallet. Your Wallet may not be accepted at all places where your Card is accepted.
- Removing Your Debit or Credit Card from the Digital Wallet
   You should contact the Digital Wallet provider on how to remove a Card from the Wallet.

   Beacon Credit Union can also block a Card in the Wallet from future use at any time.
- 4. Beacon Credit Union is Not Responsible for Any Digital Wallet BCU is not the provider of the Wallet, and we are not responsible for providing the Wallet service to you. Our only responsibility is to provide information securely to the Wallet provider to allow the usage of your Card within the Wallet. BCU is 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 third parties regarding any agreement you enter into with the Wallet provider or associated third party relationships that may impact the use of your Wallet.

# 5. Security of the Digital Wallet

You are solely responsible for maintaining the confidentiality of your Wallet User ID and associated passwords, PINs, and any other method you may use to access the Wallet. If you share these credentials with others, they may be able to access your Wallet and the personal information therein, and make purchases for which you may be responsible. You will secure the device where your Wallet is stored as you would your Card. You agree to contact us immediately if the device your Wallet is stored on is lost, stolen, compromised, or used by an unauthorized person; you agree to contact us immediately if you believe there is an error or if you suspect fraud associated with the Card stored in your Wallet. The Digital Wallet providers are responsible for the security of the information provided to them or stored in their Wallet. BCU takes reasonable steps to secure the data that we provide to the Wallet providers, and BCU is not responsible for any security breach affecting the Wallets and the personal information therein.

### 6. Privacy

The privacy and security of your information are important to BCU. Our Privacy Policy is available at: <a href="https://www.mybcu.org/images/pdfs/Beacon\_Privacy\_Notice.pdf">https://www.mybcu.org/images/pdfs/Beacon\_Privacy\_Notice.pdf</a> You agree that we may share your information with the Wallet provider, a payment network, or other third parties in order to provide the services you have requested, to make Card information available to you within the Wallet, and to improve our ability to offer these services. We do not control the security and privacy of your information that may be held by the Wallet provider; refer to your Wallet provider's privacy policies.

# 7. Disputes

Disputes arising out of, or relating to these Terms will be subject to any dispute resolution agreements and terms found in the BCU Membership and Account Agreement, Debit Card Agreement, Visa Credit Card Agreement, and Electronic Funds Transfer Agreement. Also refer to your agreement with your Wallet provider for their rules on these topics.

#### 8. Electronic Communication

You consent to receive electronic communications and disclosures from us in connection with your Card and Wallet. You agree that we can contact you by email at any email address you provide to us in connection with any BCU account. You agree to update your contact information with us when it changes.

#### 9. Notices

We can provide notices to you concerning these Terms and your use of a BCU Card in a Digital Wallet by posting the material on our website, through electronic notice given to any electronic mailbox we maintain for you or any other email address or telephone number you provide to us, or by contacting you at the current address we have on file for you. You may contact us at: 434-237-1566.

# 10. Ending or Changing Terms; Assignments

BCU reserves the right to modify, add, or delete these Terms or any items in these Terms, at any time. We will provide you with notice if required by law. We can also assign these Terms. You cannot change these terms, but you can terminate the Terms at any time by removing all Beacon Credit Union debit and credit Cards from all Digital Wallets. You may not assign these Terms.

### 11. Indemnification

You agree to indemnify, defend and hold Beacon Credit Union, its licensors, affiliates, officers, and employees harmless from and against any and all losses, claims, damages, liabilities, regulatory or civil actions, costs or expenses (including attorneys' fees) that arise out of or are based upon (a) the failure of you, and Digital Wallet, or any Digital Wallet service provider to conform to applicable law, (b) the negligence or intentional action or inaction of you or any Digital Wallet service provider, (c) any breach by you or your additional authorized card holders of any term, condition, warranty, representation or any other portions of these Terms, or (d) any breach by you, any Digital Wallet, or any Digital Wallet service provider of any term, condition, warranty, representation or any other portion of any Digital Wallet agreement. Your indemnification obligations set forth herein shall survive termination or expiration of these Terms.

#### 12. Questions

If you have any questions, disputes, or complaints about the Digital Wallet, contact the Digital Wallet provider using the information given to you by the provider. If your question, dispute, or complaint is about your Beacon Credit Union debit or credit Card, contact us at 434-237-1566 or write us at: Beacon Credit Union, PO Box 4319, Lynchburg, VA 24502.