

Mobile Wallet Terms & Conditions

These Mobile Wallet Terms and Conditions ("Terms") apply when you add your South Bay CU MasterCard Debit Card or Visa Credit Card associated with an account to an electronic wallet that will permit you to make (i) contactless payments at merchants' contactless-enabled point-of-sale terminals or readers that accept contactless payments using an electronic wallet (in lieu of you presenting your physical card) and/or (ii) in-app or other digital commerce payments at merchants participating in the electronic wallet (Mobile Wallet). They apply to you and anyone else you authorize to use your Mobile Wallet. If you do not agree to these Terms, do not access Mobile Wallet. South Bay Credit Union reserves the right to change these Terms at any time and without notice as permitted by law, and your continued use of this Mobile Wallet constitutes agreement to all such changes.

1. Using your "card" through a mobile device. A "mobile device" means a smartphone, tablet, or any other hand-held or wearable communication device that allows you to electronically store or electronically present your "card" or "card number" ("virtual card number") and use the virtual card number to make "card" transactions.

When you use your "card" with your mobile device for transactions:

- Mobile carriers may charge you message and data rates, or other fees
- Your "card" information is sent across wireless and computer networks
- Information about your mobile device may be transmitted to us
- You should secure the mobile device the same as you would your cash, checks, credit cards and other valuable information. We encourage you to password protect or lock your mobile device to help prevent an unauthorized person from using it.
- Please notify us promptly if your mobile device containing your virtual card number is lost or stolen.

When you use your "card" with your mobile device for transactions, third parties such as merchants, card association networks, mobile carriers, mobile wallet operators, mobile device manufacturers, and software application providers may 1) use and receive your virtual card number, and 2) receive information about your mobile device.

If you have enrolled in Overdraft Protection, those terms will apply to card transactions made through the mobile device.

We may, at any time, restrict your ability to make "card" transactions through a mobile device. You may remove your virtual card number from your device at any time.

2. Terms that apply. In addition to these terms, you agree that when you use Mobile Wallet, you will remain subject to the terms and conditions of all your existing agreements with South Bay Credit Union, its affiliates, and/or any unaffiliated service providers, your mobile service carrier (AT&T, T-Mobile, Sprint, etc.), and your Mobile Wallet provider (e.g. Apple, Google, Samsung)

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3. DISCLAIMER OF WARRANTIES AND LIMITATION OF LIABILITY. YOU UNDERSTAND AND AGREE THAT YOUR USE OF MOBILE WALLET IS AT YOUR RISK. WE ARE ONLY RESPONSIBLE FOR PROVIDING MOBILE WALLET AS EXPRESSLY STATED IN THE AGREEMENT. THERE IS NO GUARANTEE THAT ACCESS TO MOBILE WALLET WILL BE AVAILABLE AT ALL TIMES AND WE SHALL NOT BE LIABLE IF YOU ARE UNABLE TO ACCESS MOBILE WALLET. MOBILE WALLET IS PROVIDED "AS IS" AND, EXCEPT AS PROHIBITED BY LAW, WE AND OUR THIRD PARTY SERVICE PROVIDERS DISCLAIM ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING MOBILE WALLET, APP, EQUIPMENT OR SOFTWARE, INCLUDING, BUT NOT LIMITED TO ANY WARRANTIES OR MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT OF ANY PARTIES' PROPRIETARY RIGHTS. IN NO CASE SHALL SOUTH BAY CREDIT UNION OR ANY OF OUR THIRD PARTY SERVICE PROVIDERS BE LIABLE FOR ANY LOSS OF DATA, PROFIT, GOODWILL, OR SPECIAL, PUNITIVE, INDIRECT, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND OR NATURE SUFFERED BY YOU ARISING OUT OF OR RELATED TO THIS AGREEMENT, THE APP, THE SOFTWARE, THE EQUIPMENT OR MOBILE WALLET WHETHER OR NOT SUCH CLAIM FOR DAMAGES IS BASED ON TORT OR CONTRACTOR OR WHETHER WE HAD BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES OR SHOULD HAVE KNOWN OF THE LIKELIHOOD OF SUCH DAMAGES, EXCEPT AS MAY BE REQUIRED BY LAW. IN STATES THAT DO NOT ALLOW THE EXCLUSION OR LIMITATION OF LIABILITY FOR INDIRECT SPECIAL OR CONSEQUENTIAL DAMAGES, SOUTH BAY CREDIT UNION AND OUR THIRD-PARTY SERVICE PROVIDERS' LIABILITY IS LIMITED TO THE EXTENT PERMITTED BY LAW.

4. Accountholder's Indemnification Obligation. You agree to indemnify, defend, and hold harmless the Credit Union and its directors, officers, employees, members and agents from and against any and all losses, cost, expenses, fees (including but not limited to, reasonably attorney's fees and disbursements), claims, damages, liabilities and causes of actions of third parties resulting or arising from: (1) your failure to abide by or perform any obligation imposed upon you under this Agreement; (ii) the willful misconduct, fraud, criminal activity, intentional tort or negligence of you or any of your representatives involving use of Mobile Wallet; (iii) the actions, omissions or commissions of you, your employees, consultants, and/or agents relating to Mobile Wallet; and (iv) any transmission or instruction, whether or not authorized, acted upon by Credit Union in good faith. You agree that this paragraph on warranties and indemnity shall survive the termination of the Agreement.

Additional Terms and Conditions Applicable to Business Accounts. In addition to the above, the following terms and conditions apply to the use of Mobile Wallet by a business member. In this section, the words "Member," "you" or "your" refer to the business.

Authority. Member warrants and represents to the Credit Union that it has full and complete authority to enter into this Agreement. We may accept oral or written instructions (including written instructions sent via facsimile or other electronic transmission) from any person who is described as an authorized representative or authorized person of Member (collectively, "Authorized Person"). We may require further written confirmation of instructions given orally or by facsimile. Each Authorized Person is permitted to conduct any transaction within the scope of Mobile Wallet. We may rely on a written notice containing signatures of an Authorized Person if we believe, in good faith, that the signature is genuine. If we receive conflicting instructions from Authorized Persons we may: (1) honor one or more of the instructions received; (2) refuse to honor any of the instructions until the Credit Union receives instructions to which all Authorized Persons agree; or (3) submit to a court all funds which are subject to the conflicting instructions (at which time the Credit Union shall automatically be discharged from any obligations with respect to such funds).

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No Litigation. There is no action, suit, or proceeding pending or to Member's knowledge threatened which, if decided adversely would impair Member's ability to carry on its business substantially as now conducted or which would adversely affect Member's financial condition or operations.

Change in Structure. Member shall provide written notice to the Credit Union of any changes to the information provided by Member to the Credit Union, including but not limited to: additional locations, any change in business, any new business, the identity of principals and/or owners, the form of business organization, type of goods and services provided, and method of conducting sales. Such notice must be received by us within five (5) business days of such request. We retain the right to: (1) review your business activity from time to time to confirm Member is conducting business stated by Member; and (2) re-price or terminate Mobile Deposit based on changes to the facts previously stated by Member.