

## **Terms for Adding Your Educational Employees Credit Union Plastic Card to a Digital Wallet**

These Terms for Adding Your Educational Employees Credit Union Card to a Digital Wallet (the “DW Terms”) apply when you choose to add a credit card or debit card issued by Educational Employees Credit Union (“Card”) to a Digital Wallet such as Apple Pay (“Wallet”). In these DW Terms, “you” and “your” refer to the holder of the Card, and “we,” “us,” “our,” and “Credit Union” refer to Educational Employees Credit Union. When you add a Card to a Wallet, you agree to these DW Terms.

### **1. Adding Your Card to a Wallet**

You can add an eligible Card to a Wallet by following the instructions of the Wallet provider. The only Credit Union Cards that you can add to the Wallet are those that we indicate are eligible. If your Card or underlying account is not in good standing, that Card will not be eligible for addition to a Wallet. When you add a Card to a Wallet, the Wallet will allow you to use the Card for transactions where the Wallet is accepted consistent with the terms and conditions set forth by the Wallet provider. The Wallet may not be accepted at all places where your Card is accepted.

### **2. Your Credit Union Card Terms Do Not Change**

The terms and conditions of your agreements with Educational Employees Credit Union governing issuance and use of your accounts and Cards will not be affected by your adding a Card to a Wallet. A Wallet is a third-party service that provides an additional mechanism by which you can present your Card to participating merchants to purchase goods or services. Any applicable interest, fees, and charges that apply to your Card will also apply when you use a Wallet for transactions involving your Card. The Credit Union does not charge you any additional fees for adding a Card to a Wallet or using your Card in a Wallet. The Wallet provider and other third parties such as wireless companies or data service providers may charge you fees.

### **3. The Credit Union Is Not Responsible for Any Wallet**

Educational Employees Credit Union does not provide any Wallet service to you. The Credit Union’s sole responsibility with respect to Wallet activity is to exchange information with the Wallet provider as necessary to process transactions initiated by using the Card in the Wallet. We are 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 other third parties regarding any agreement you enter into with the Wallet provider or associated third party relationships that may impact your use of the Wallet.

### **4. Electronic Communication**

If you add a Card to a Wallet, you agree to receive electronic communications and disclosures from us in connection with your Card and the Wallet. You agree that we or any third party we work with to provide service on your Credit Union accounts can contact you by email at any email address you provide to us. You agree to notify us if your e-mail address or other contact information changes.

### **5. Removing Your Card from a Wallet**

You must obtain instructions from your Wallet provider for removing a Card from your Wallet. We can also block a Card in your Wallet at any time for any reason we can lawfully block Card activity generally. Refer to your Credit Union Credit Cardholder Agreement for information about blocking credit cards and your Electronic Funds Transfer Agreement for information about blocking debit cards.

### **6. Governing Law and Disputes**

Refer to your Credit Union Credit Card or Electronic Funds Transfer Agreements for information about the law governing your Credit Union services and procedures for resolving disputes with the Credit Union. Refer to your agreement with your Wallet provider for their rules on these topics.

## **7. Termination; Changes in Terms**

We can cancel Card eligibility for participation in a Wallet, or change, add to or delete from these DW Terms at any time by providing any legally required notice to you. These DW terms will bind and inure to the benefit of our respective heirs, successors and assigns. You cannot change these DW Terms, but you can cease to be subject to these DW terms as to future transactions by removing your Credit Union-issued Card(s) from your Wallet(s). These DW Terms will continue to apply to any transactions processed prior to our receipt of confirmation that you have removed your Credit Union-issued Card(s) from your Wallet(s).

## **8. Privacy**

Our federal and California privacy policies can be found [www.myEECU.org](http://www.myEECU.org) under our Privacy Notice link. By adding a Card to a Wallet, you agree that we may share your information with the Wallet provider, a payment network, or other third parties as necessary to provide the services and process the transactions you have requested, to make information available to you about your Card transactions, and to improve our ability to offer these services. Refer to your Wallet provider for their privacy policy.

## **9. Notices**

We can provide notices to you concerning these DW Terms and your use of Cards in Wallets by electronic delivery or postal mail at the current address we have on file for you.

## **10. Questions**

If you have any questions, disputes, or complaints about the Wallet, contact the Wallet provider using the information given to you by the Wallet provider. If your question, dispute, or complaint is about your Credit Union Debit or Credit Card, contact us at 800-538-3328 or write to us at Educational Employees Credit Union, P.O. Box 5242, Fresno, CA 93755.

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