

Market USA Digital Wallet Agreement

These Terms for Adding Your Market USA Federal Credit Union (Market USA) Card to a Digital Wallet (the "Terms") apply when you choose to add a Market USA credit card or debit card ("Card," "Market USA Card") to a Digital Wallet ("Wallet"). In these Terms, "you" and "your" refer to the cardholder(s) of the Market USA card, and "we," "us," and "our," refer to Market USA Federal Credit Union.

When you add a Market USA Card to the Wallet, you agree to these Terms:

- 1. Adding Your Card.** You can add an eligible Market USA Card to the Wallet by following the instructions of the Wallet provider. Only Cards that we indicate are eligible can be added to the Wallet. If your Card or underlying account is not in good standing, that Card will not be eligible to enroll in the Wallet. When you add a Market USA Card to the Wallet, the Wallet allows you to use the Card to enter into transactions where the Wallet is accepted. The Wallet may not be accepted at all places where your Market USA Card is accepted.
- 2. Your Market USA Card Terms Do Not Change.** The terms and conditions and account agreement that govern your Card do not change when you add your Card to the Wallet. The Wallet simply provides another way for you to make purchases with the Card. Any applicable interest, fees, charges, and limits that apply to your Card will also apply when you use the Wallet to access your Card. Market USA 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 companies or data service providers may charge you fees.
- 3. Market USA Is Not Responsible for the Wallet.** Market USA is not the provider of the Wallet, and we are not responsible for providing the Wallet service to you. We are only responsible for supplying information securely to the Wallet provider to allow usage of your 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. Contacting You Electronically and by Email.** You consent to receive electronic communications and disclosures from us in connection with your Card and the Wallet. You agree that we can contact you by email at any email address you provide to us in connection with any Market USA account. You agree to update your contact information with us when it changes.
- 5. Removing Your Market USA Card from the Wallet.** You should contact the Wallet provider on how to remove a Card from the Wallet. Market USA reserves the right to restrict your Card at any time, in accordance with terms and conditions and your account agreement; this will impact your ability to use your Market USA Card within the Wallet.
- 6. Governing Law and Disputes.** These Terms are governed by federal law and, to the extent that state law applies, the laws of the state that apply to the agreement under which your Market USA Card is covered. Disputes arising out of or relating to these Terms will be subject to any dispute resolution procedures in your Card agreement.
- 7. Ending or Changing these Terms; Assignments.** 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. We can also assign these Terms. You cannot assign or change these terms, but you can terminate these Terms at any time by removing all Market USA Cards from the Wallet.
- 8. Privacy.** Your privacy and the security of your information are important to us. Our Privacy Notice applies to your use of your Market USA Card in the Wallet. You agree that we may share your information with the Wallet provider, a payment network, and others in order to provide the services you have requested, to make information available to you about your Card transactions, and to improve our ability to offer these services. This information helps us to add your Card to the Wallet and to maintain the Wallet. We do not control the privacy and security of your information that may be held by the Wallet provider and that is governed by the privacy policy given to you by the Wallet provider.
- 9. Security.** It is your responsibility to protect the electronic access devices used to access the Wallet. Market USA is not liable for unauthorized access to the Wallet that occurs as the result of your negligence in securing the device(s) used to access the Wallet.
- 10. Notices.** We can provide notices to you concerning these Terms and your use of an Market USA Card in the Wallet by posting the material on the device, on our website, through electronic notice given to any electronic mailbox we maintain for you or to 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.
- 11. Questions.** If you have any questions, disputes, or complaints about the Wallet, contact the Wallet provider using the information given to you by the provider. If your question, dispute, or complaint is about your Market USA Card, then contact us by phone at 800.914.4268; by email to memberservices@marketusafcu.com; or by mail to 8871 Gorman Rd. Ste 100, Laurel, MD 20723.