



AGREEMENT AND TERMS FOR USE OF DIGITAL WALLET

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE CREATING, ACTIVATING OR USING YOUR MOBILE CARD. BY DOING SO, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF USE.

IF YOU DO NOT WANT TO AGREE TO THESE TERMS OF USE, YOU MUST NOT CREATE, ACTIVATE OR USE A MOBILE CARD.

TERMS AND CONDITIONS

This Agreement represents the terms and conditions ("Terms of Use") which govern your access to and use of your Mobile Card in Digital Wallet or related Apple, Android and Samsung features or services available on payment-supported iOS devices commercialized by Apple, Android and Samsung from time to time. These Terms of Use are a legal agreement between you and Interra Credit Union. This Agreement is between Interra Credit Union (hereinafter "we, us, our or Credit Union"), and each member who has enrolled in our service, together with any person who is authorized by a member to use or access this service (hereinafter referred together as "you, your or This service is an additional "electronic" service provided to increase the convenience of our members. This Agreement supplements the other terms and conditions set forth in the Credit Union's Membership and Account Services Agreement and all related disclosures (collectively referred to as the Membership Agreement), which you have previously received and agreed to. To the extent that there is any conflict between the terms of the Membership Agreement and this Agreement, this Agreement will govern. Other third party agreements, as described below, may apply. You will be responsible for all fees that may be imposed by the credit union or third party in connection with your use of this service (such as data usage or text messaging charges imposed on you by your wireless carrier) and be subject to any restrictions those third parties pay impose. Also, in addition to these Terms of Use, your use of the Digital Wallet Payment Services to purchase goods and services using a Mobile Card is still governed by the applicable Agreement for the Card(s) you used to create the Mobile Card. If we issued your card, you may call the Credit Union number on the back of your Card to request a copy of the applicable Card Agreement or visit interracu.com/disclosures. We re-serve the right to revise these Terms of Use at any time and you are deemed to be aware of and bound by any changes to these Terms of Use by your continued access to or use of any Mobile Card. The Credit Union will indicate these changes by the revision date at the end of the Terms of Use.

DEFINITIONS

"Access Code" means any codes, passwords or personal identification numbers that we issue or you select, which allows you to access and/or use any account or other services.

"Authorized User" means any person who has actual, implied or apparent authority, or who any owner has given any information, access device or documentation that enables such a person to access, withdraw, make transactions to or from your accounts, or to use any of your account services. This definition is intended to be construed broadly and includes without limitation all users acting under a written document such as a power of attorney as well as any person or entity that is authorized to make deposits or debits to or from your accounts with us.

"Business Day" means Monday through Friday, excluding federal holidays.

"Card" means any eligible physical, digital or virtual card, account access device or other form factor, or payment device accessing an Account issued by the Credit Union.

"Transaction" means any deposit, order, payment, transfer, purchase via POS transaction or otherwise, withdrawal or other instruction relating to any account or account services provided by the Credit Union.

THIRD PARTY AGREEMENTS AND SUPPORT

These Terms of Use only address the terms and conditions that apply to your use of your Mobile Card(s). Other third party agreements may apply. For example, Apple, Android and Samsung, your wireless carrier, and other third party websites or services integrated in the Digital Wallet Payment Services have their own terms and conditions and/or agreements. Those third party terms or agreements govern your relationship when you give them your personal information, use their services or visit their respective sites. The Credit Union is not responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or function of Apple, Android and Samsung's or any third party's products or services. **It is your responsibility to read and understand the Third Party Agreements before creating, activating or using a Mobile Card in Digital Wallet.** We are not responsible for, and do not provide, any support or assistance for any third party hardware, software or other products or services (including any Digital Wallet Payment Service or your supported iOS device). If you have any questions or issues with a third party product or service, including issues pertaining to the operation of your supported iOS device, please contact the appropriate third party in accordance with that third party's procedures for customer support and assistance. If you have any questions or issues pertaining to Digital Wallet (other than questions or issues specific to the use of a Mobile Card), please contact Apple, Android and Samsung.

ELIGIBILITY

You must have the power, authority and capacity to accept these Terms of Use. If you are a minor (under 18 years of age) under the laws of the jurisdiction in which you enter into this Agreement, you must have obtained consent to add your Mobile Card to Digital Wallet and, by creating or using the Mobile Card, you acknowledge and agree that you have received that consent. You may use any Interra Credit Union issued debit or credit card that is not cancelled and that is issued to you to create a Mobile Card. Prepaid cards, Health Savings Account cards, ATM cards and Flexible Spending Accounts are not eligible for the Digital

Wallet Payment Services. We may permit you to add the same Card to as many as nine (9) supported iOS devices, but this can be limited if that Card is associated with more than 5 Apple IDs. You must agree to these Terms of Use each time you add a Card to a supported iOS device. Please contact Apple, Android and Samsung to learn about any additional limitations or restrictions imposed on its Digital Wallet and for minimum software and hardware requirements. We may permit up to two Cards to be added to one supported iOS device.

USE OF YOUR MOBILE CARDS

Digital Wallet enables you to create virtual representations of your Cards on your supported iOS device that will permit you to use your supported iOS device to make (i) contactless payments at merchants' contactless-enabled point-of-sale terminals or readers that accept contactless payments using a Mobile Card (in lieu of you presenting your physical Card) and (ii) in-app or other digital commerce payments at merchants participating in the Digital Wallet Payment Services. You agree to use the Mobile Card only with a supported iOS device properly equipped with Digital Wallet and to comply with all terms and conditions applicable to the Digital Wallet Payment Services. Please contact Apple, Android and Samsung if you have questions about the supported iOS devices that are eligible for use with the Digital Wallet Payment Services.

When you select a Card to use with Digital Wallet, certain account information for the Card will be transmitted to and stored within your supported iOS device to facilitate your participation in Digital Wallet Payment Services. Once the account information for an Card has been stored on your supported iOS device, it is represented by a Mobile Card within Digital Wallet. By selecting a Mobile Card and placing your supported iOS device near a merchant's contactless-enabled point-of-sale terminal or reader or using that Mobile Card for an inapp purchase, you are authorizing the payment for the merchant's products or services with that Mobile Card through the Digital Wallet Payment Services. To complete transactions above a certain dollar amount, merchants may require presentation of a physical companion card or a government-issued form of identification for inspection to authenticate your identity. Once created, a Mobile Card may work even if you do not have wireless service.

Digital Wallet also provides you access to information related to the Cards that have been added to your supported iOS device. This may include information about Card cancellation or suspension due to issues such as an expired card, detection of fraud or past due payments.

Purchases or other transactions you make with any of your Mobile Card are governed by the Card Agreement for the Card you used to create your Mobile Card. If a problem arises with the product or service you purchased through use of the Mobile Card, you first should try to resolve the problem directly with the merchant, but you may also have rights under your Card Agreement or otherwise under applicable law.

PRIVACY AND SECURITY

What the Credit Union Collects When creating your Mobile Card, we collect certain information from Apple, Android and Samsung to verify your identity, to enable you to use a Mobile Card and facilitate your participation in the Digital Wallet Payment Services. You authorize the Credit Union to collect, use and share your information in accordance with the applicable Credit Union Consumer Privacy Notice, as it may be amended from time to time, and which is available at interracu.com/privacy. To facilitate your participation, also note that we will make certain account information relating to each Card you have selected to use with Digital Wallet available for display, including your most recent transaction data, but not your full Card account number. You may decline to have the transaction data made available for display and still use Digital Wallet, but you must turn off this feature manually with Apple, Android and Samsung through Digital Wallet. You agree that we may also collect and use technical data and related information, including, but not limited to technical information about your supported iOS device gathered periodically to facilitate the updates to our services. We may use this information as long as it is in a form that does not personally identify you, to improve our products or to provide services or technologies to you

Push Notifications You may receive push notifications from us from time to time reflecting your Card account activity. If you do not wish to receive notifications, you may turn off these notifications through the device settings on your supported iOS device or by turning off the issuer notifications setting on the back of your Mobile Card.

What Others Collect As stated at the beginning of these Terms of Use and in the Third Party Agreements and Support section above, Credit Union is not responsible for the Digital Wallet Payment Services or any other services offered by your wireless carrier or any third party. Accordingly, any information you provide to Apple, Android and Samsung through Digital Wallet or that is collected or accessed by Apple, Android and Samsung in the course of your use of a Mobile Card or Digital Wallet, is subject to Third Party Agreements, and is not governed by our Privacy Statement or these Terms of Use.

Protecting your Apple, Android and Samsung Passwords and other Credentials You are responsible for maintaining the confidentiality of your Credit Union user ID, Apple, Android and Samsung User ID, Apple, Android and Samsung passwords and other means you may from time to time have to access any of your Mobile Cards. You should keep your supported iOS device and these credentials secure in the same manner as you would keep your cash, checks, credit cards, and other personal identification numbers and passwords secure. Subject to the Agreements governing the use of the Card you use to create your Mobile Card, you are responsible for all transactions made using your Mobile Card.

We caution you against sharing your credentials with any other person. If you share these credentials with any other person, they may be able to use your Mobile Card(s) and get access to your personal and payment information available through the Digital

Wallet Payment Services. Sharing of your credentials with another person shall create an authorized user until such time as you provide us notice in writing; and we have time to act upon such notice. Call us immediately at the Credit Union telephone number printed on the back of your Credit Union card if you believe your supported iOS device or authentication credentials have been lost, stolen or compromised in any way or an unauthorized person has used or may use your credentials without authorization.

Lost, Stolen or Unauthorized Use of your supported iOS device Call us immediately at the telephone number printed on the back of your card/access device or at the number on our website if you believe your supported iOS device or authentication credentials have been lost, stolen or compromised in any way or an unauthorized person has used or may use your credentials without authorization. You must cooperate with us in any investigation and use any fraud prevention or other related measures we prescribe. Digital Wallet and your supported iOS device may contain certain security features and procedures to protect against unauthorized use of any of your Mobile Card(s). These features and procedures are the sole responsibility of Apple, Android and Samsung. You agree not to disable any of these security features and to use these security features and procedures to safeguard all your Mobile Cards. Also change your credentials immediately to avoid any unauthorized use of a Mobile Card or of your personal information. If you get a new supported iOS device, please be sure to delete all your Mobile Cards and other personal information from your prior supported iOS device.

TERMINATION

We reserve the right for any reason to discontinue offering or supporting any Mobile Card or to not participate in the Digital Wallet Payment Services. Except as otherwise required by applicable law, we may block, restrict, suspend or terminate your use of any Mobile Card at any time without notice and for any reason, including if you violate these Terms of Use or any of your Card Agreements, if we suspect fraudulent activity or as a result of the cancellation or suspension of your Card account. You agree that we will not be liable to you or any third party for any block, suspension, cancellation or termination of your use of any Mobile Card.

The Credit Union may disqualify a Mobile Card or discontinue providing any services to any individual suspected of violating these Terms of Use or the Third Party Agreements related to the Digital Wallet Payment Services in its sole and absolute discretion. We also caution you that ANY ATTEMPT BY AN INDIVIDUAL OR ENTITY TO DELIBERATELY INTERFERE, INTERRUPT, MODIFY, AUDIT, ASSESS, REENGINEER, OR DAMAGE ANY ASPECT OF A MOBILE CARD OR THE DIGITAL WALLET PAYMENT SERVICES OR UNDERMINE THE LEGITIMATE OPERATION OF A MOBILE CARD OR THE DIGITAL WALLET PAYMENT SERVICES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND CREDIT UNION RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY INDIVIDUAL OR ENTITY RESPONSIBLE FOR SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

You may remove one or more of your Mobile Cards from Digital Wallet at any time by pressing the "Delete" button in Digital Wallet or by calling the number on the back of your Card.

COMMUNICATION

As a condition to activating and using Mobile Cards, you consent to receive certain messages on your supported iOS device (i.e., SMS, MMS) from us. You also agree to receive notices and other communications from us by e-mail to the e-mail address

on file for the relevant Card account, posting within your online or mobile banking account, or through the messaging capabilities of Digital Wallet, although e-mail will be our primary method of communication to you. You are responsible for promptly notifying us of any change in your name or change of address, including your e-mail or other electronic address. We may require that your notice be provided to us in writing.

GOVERNING LAW/SEVERABILITY

This Agreement shall be governed by and construed in accordance with the laws of Indiana. In the event any one or more of the provisions of this Agreement will for any reason be held to be invalid, illegal or unenforceable, the remaining provisions will remain valid and enforceable.

DISCLAIMER OF WARRANTIES

You expressly acknowledge and agree that the use of any Mobile Card is at your sole risk. To the fullest extent permitted by applicable law, any Mobile Card is provided to you "as is" and "as available", with all defects that may exist from time to time and without warranty of any kind, and Credit Union, on behalf of itself and its suppliers, hereby disclaims all warranties and conditions with respect to any Mobile Card, either express, implied or statutory, including, but not limited to, the implied warranties or conditions of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, quiet enjoyment, and non-infringement of third party rights. We, on behalf of ourselves and our suppliers, also do not warrant against interference with your enjoyment of any Mobile Card, or that the functions contained in, or services performed or provided by, a Mobile Card will meet your requirements, that the operation or availability of a Mobile Card will be uninterrupted or error-free, or that defects in a Mobile Card will be corrected. No oral or written information or advice given by Credit Union, any of its authorized representatives or any third party shall create any warranty.

Access, use and maintenance of a Mobile Card depend on the Digital Wallet Payment Services and the networks of wireless carriers. The Credit Union does not operate the Digital Wallet Payment Services or such networks and has no control over their operations. We will not be liable to you for any circumstances that interrupt, prevent or otherwise affect the functioning of any services or your wireless service, communications, network delays, limitations on wireless coverage, system outages, or interruption of a wireless connection. Credit Union disclaims any responsibility for the Digital Wallet Payment Services or any wireless service used to access, use or maintain a Mobile Card.

Use of a Mobile Card involves the electronic transmission of personal information through third party connections. Because we do not operate or control these connections, we cannot guarantee the privacy or security of these data transmissions. Additionally, your supported iOS device's browser is generally pre-configured by your wireless carrier. Check with Apple, Android and Samsung and your wireless carrier for information about their privacy and security practices. For personal or confidential information sent to or from Credit Union over the internet from your supported iOS device, we reserve the rights to limit such connections to "secure sessions" that have been established using transportation layer security or other security standards we select. We make no guarantees about the information shown in the Digital Wallet Payment Services. We also are not responsible for your supported iOS device or the software or hardware it contains and make no representations, warranties, or guarantees regarding the same.

This section shall survive any termination of these Terms of Use.