



**Mobile Wallet Terms and Conditions** These Terms and Conditions ("Terms") apply when you elect to add your Hawaii Law Enforcement Federal Credit Union (HLEFCU) credit card and/or debit card ("HLEFCU Card") to a Mobile Wallet Service. In these Terms, "you", "your", "their", and "my" refer to the cardholder of the HLEFCU Card, and "we", "us", "our", the "Credit Union", and "HLEFCU" refer to the issuer of your HLEFCU Card. By adding your HLEFCU Card to a mobile wallet, you agree to all terms, conditions, and notices contained or referenced in these Terms and you are providing your express consent.

**Mobile Wallet Service** A Mobile Wallet Service ("Mobile Wallet") allows you to add your HLEFCU Cards to an application using your Mobile Device. Your HLEFCU Card number is replaced with a token or Device Account Number. Once added, you understand that you may use your Mobile Device to make payments only where the Mobile Wallet is accepted. The Credit Union is not a provider of Mobile Wallet services and we are not responsible for any failure or inability to perform a transaction using a Mobile Wallet service. We are only responsible for supplying information to the Mobile Wallet provider at your request to allow usage of the HLEFCU Card in the Mobile Wallet.

**Eligibility** Active HLEFCU Card accounts that are in good standing are eligible to be added to a Mobile Wallet. If the Mobile Wallet service you have selected uses programs that disables HLEFCU security measures as part of its transaction processing, we will not accept transactions from your Mobile Wallet service provider and may cancel your HLEFCU card(s).

**Relationship to Other Agreements, Third Party Charges** You agree that when you add your HLEFCU Card to a Mobile Wallet service, your HLEFCU Card and account will remain subject to the terms and conditions of the Credit Union. You understand and agree that you are responsible for charges, fees, limitations, and restrictions imposed by your wireless service providers when you use your Mobile Wallet. For example, your mobile service carrier or provider may impose data usage or text charges for your use of/or interaction with a Mobile Wallet, including downloading software, receiving notifications, receiving or sending text messages, or other use of your mobile device when using the software or other products and services provided by the Mobile Wallet. You expressly agree that you are responsible for all such fees, limitations, and restrictions.

**Account Ownership/Information Accuracy** You represent that you are the legal owner of the account and other financial information which may be accessed via the Mobile Wallet. You represent and agree that all information you provide in connection with the Mobile Wallet is current, accurate, and complete, and that you have the right to provide such information to us for the purpose of operating the Mobile Wallet. You agree not to misrepresent your identity or your account information.

**Privacy and Security** Once you have added your HLEFCU Card to a Mobile Wallet service, the Credit Union is responsible for transmitting your information to your Mobile Wallet service provider. Your information is only sent through secure channels. You authorize the Credit Union to 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 HLEFCU Card transactions, and to improve the Credit Union's ability to offer these services.

We do not control the privacy and security of your information that may be held, used or transmitted by the Mobile Wallet provider. The privacy and security of your information held by the Mobile Wallet provider is governed by the privacy policy given to you by Mobile Wallet provider you have selected. You agree to not leave your Mobile Device unattended while logged into the Mobile Wallet and to immediately log off at the conclusion of each access by you. You agree not to share your password or other access information to any other person. If you believe that your Mobile Device has been compromised and/or has been accessed by an unauthorized person(s), you agree to immediately cancel your access to the Mobile Wallet(s) associated with that Mobile Device. You agree to notify the Credit Union immediately in the event you suspect fraud or any unauthorized access to any of your accounts. You agree to comply with all applicable laws, rules, and regulations in connection with your HLEFCU Card.

You agree to take every precaution to ensure the safety, security, and integrity of your account and transactions when using the Mobile Wallet. This includes, but is not limited to: not leaving your Mobile Device unattended while logged into the Mobile Wallet and to immediately log off at the conclusion of each access by you; not sharing your password or other access information with any other person; and immediately canceling your Mobile Wallet service if you believe your Mobile Device has been lost, stolen or used by an unauthorized person.

See your HLEFCU account agreement and web-site for HLEFCU's Information Sharing and Privacy policy and practices.

**Limits** Any limits the Credit Union places on the frequency and/or dollar amount of your HLEFCU Card transactions will also apply to Mobile Wallet Transactions.

**Changes in these Terms and Conditions** Except as otherwise required by law, the Credit Union may change or modify these Terms, and modify or cancel your eligibility to use your HLEFCU Card with a Mobile Wallet service at any time, without notice. You cannot change these Terms but you can terminate their application by removing your HLEFCU Card(s) from the Mobile Wallet service. The Credit Union reserves the right to refuse any transaction for any reason.

**Exclusions of Warranties; Limitation of Liability; Indemnification**

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF A MOBILE WALLET SERVICE IS AT YOUR SOLE RISK. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE MOBILE WALLET IS OBTAINED AT YOUR OWN DISCRETION AND RISK. THE CREDIT UNION IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY MALICIOUS CODE OR OTHERWISE. THE CREDIT UNION MAKES NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF A MOBILE WALLET.

HLEFCU IS NOT THE PROVIDER OF THE MOBILE WALLET SERVICE YOU HAVE SELECTED AND IS NOT RESPONSIBLE FOR ANY FAILURE OR INABILITY TO USE THE MOBILE WALLET FOR A TRANSACTION. THE MOBILE WALLET MAY HAVE CERTAIN SECURITY FEATURES AND PROCEDURES DESIGNED TO PROTECT YOU AGAINST UNAUTHORIZED USE. YOU AGREE NOT TO DISABLE ANY OF THE SECURITY FEATURES AND PROCEDURES DESIGNED TO SAFEGUARD YOUR CARDS. IF YOU HAVE ANY QUESTIONS, DISPUTES, OR COMPLAINTS ABOUT THE MOBILE WALLET, YOU NEED TO CONTACT THE PROVIDER OF THE MOBILE WALLET SERVICE.

**Consent**

By enrolling in the Mobile Wallet service you have selected, and by adding your HLEFCU card(s), you acknowledge that you have read and agree to be bound by these terms.