# STATE EMPLOYEE'S CREDIT UNION OF MARYLAND, INC

## DIGITAL CARD ISSUANCE AND DIGITAL WALLET SERVICE AGREEMENT AND DISCLOSURE

This Digital Card Issuance and Digital Wallet Service and Disclosure Agreement ("Agreement") will apply when a digital card is issued to you or your designee by State Employee's Credit Union of Maryland, Inc and/or should the cardholder choose to add a State Employee's Credit Union of Maryland, Inc ("Credit Union" or "SECU") digitally issued debit or credit card to an external Digital Wallet product ("Digital Wallet" or "Wallet") and use the service provided by the Digital Wallet (the "Service"). The words "you" and "your" refer to the cardholder of the Credit Union card, and "we," "us," and "our," refer to State Employee's Credit Union of Maryland, Inc, the issuer of your card. The word "account" means any one or more accounts you have with the Credit Union. The word "designee" includes joint owners, authorized signers or other users/roles as allowed by the Credit Union.

Specific terms, conditions and disclosures for your SECU issued card have been provided to you prior to the card being digitally issued (the "Card Disclosures"). For general terms governing SECU issued cards, refer to: Credit Card Disclosures | SECU Credit Union. Please also see Agreements and Disclosures Booklet, Business Agreements and Disclosures Booklet, Funds Availability, What You Should Know About Overdrafts, Fee Schedule, Business Fee Schedule and any applicable Credit Card Agreements all amended from time to time. These agreements are not affected, nor do any terms or conditions change as a result of your use of a Digital Wallet or digitally issued card.

Acceptance, Activation and Use of your card digitally via a wallet, online, or in person constitutes your agreement to and acceptance of all SECU card terms, conditions and disclosures and agreements, which may be amended from time to time, with or without notice, as permitted by law.

The Credit Union reserves the right, in our sole discretion, to change terms, conditions and disclosures in this Agreement at any time with or without prior notice.

Not all SECU issued cards are eligible for digital issuance or use in a digital wallet.

You agree that Credit Union may, as permitted by law, provide all applicable terms, conditions and disclosures to you electronically.

### DIGITALLY ISSUED CARDS AND DIGITAL WALLET SERVICES

Subject to the terms, conditions, and disclosures of this Agreement and the Card Disclosures, the Credit Union may issue cards to you or your designee for your use digitally (prior to the arrival of the physical card) and within a Digital Wallet. By accepting, activating or using your digitally issued card, using this Service, or enrolling in a Digital Wallet with a Credit Union card, you agree to the terms, conditions, and disclosures of this Agreement.

The initial digitally issued temporary card will be valid until the point in time the physical card is activated or until the end of the full month after issuance. Once the physical card is activated, cards in the digital wallet remain available for use, the initial digitally issued cards become inactive and are not available for future use.

Continued »

To use the card, the cardholder must follow the security steps to tokenize the card. After tokenization, the digital card details can be displayed or the card added to the cardholder's digital wallet. SECU will never call or request details to tokenize or activate a card. Cardholders must ensure account, card (physical or digitally issued) and digital wallet security. Cardholders should never share personal details with another party to activate or tokenize a card or add their card to a wallet they do not own.

Use of Digitally Issued Cards and/or Enrolled Cards in a Digital Wallet

The Digital Wallet provider allows you to use Credit Union cards where the Wallet is accepted, consistent with the terms, conditions and disclosures of the Digital Wallet provider. The Wallet may not be accepted at all places where your Credit Union card is accepted. The Credit Union assumes no liability for transactions not accepted or completed using the Digital Wallet. The Digit Wallet provider is a third party and not affiliated with the Credit Union.

Use of your digitally issued card is dependent on merchant acceptance and technology capabilities outside of our control. Use may be limited.

## SECURITY

To ensure safety of information, including card data, you agree to take reasonable measures to secure your SECU account, digitally issued card and/or digital wallet. These steps may include a security password on your mobile device and Wallet (if available). You agree that you will not, under any circumstances, disclose your access information and/or password(s) or any related security information (to include text message verification data). You may be liable for all transactions made or authorized using your access information or password. You agree that if you give your access information or password to anyone, or fail to safeguard its secrecy, you do so at your own risk and assume full liability for any and all transactions and requests and release the Credit Union of any liability, as permitted by law. You agree to notify the Credit Union immediately in the event your access information and/or password is lost, stolen or is otherwise compromised and that you will take reasonable action to safeguard your account, card (physical or digitally issued), access devices and your digital wallet. You acknowledge that the Credit Union will never ask for this information.

## LIABILITY

You are, and shall remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing the Service. You agree that this section of the Agreement shall survive and termination. As permitted by law, the Credit Union shall not be liable in any manner for your use of the Digital Wallet. You assume exclusive responsibility for the consequences of any instructions you may give to the Credit Union, for your failure to access the Service properly in a manner prescribed by the Wallet provider, and for your failure to supply accurate input information, including, without limitation, any information contained.

The Credit Union is not the provider of the Wallet, and is 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 Credit Union 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. You agree to hold us harmless for any issue that you may encounter with your use of the Wallet.

*Continued »*

You hereby indemnify and release the Credit Union from any and all liability related to your use of the Service and agree not to make any claim against the Credit Union or bring any action against the Credit Union for honoring or allowing or for declining any transactions on your account where the password for that account was used (whether by you or by any third party, whether or not authorized by you). You agree to reimburse the Credit Union for any losses it suffers or any damages, injuries, costs or expenses it incurs (including attorney's fees) as a result of the Credit Union 's honoring or allowing transactions on the account where the password was used (whether by you or by any third party, whether or not authorized by you).

## FEES

The Digital Wallet provider and other third parties may charge fees. Please refer to your service agreements with these parties. The Credit Union will not have information regarding fees imposed by others.

## UNAUTHORIZED ACCESS OR LOST DEVICE

You agree to immediately cancel access to the Digital Wallet if you believe there is unauthorized access or if your device is lost or stolen. If fraudulent activity is suspected you agree to immediately notify the Credit Union and take steps to prevent future card use, access and/or transactions. Upon such notice, the Credit Union may disable the card associated with the Digital Wallet (physically or digitally issued).

## FORCE MAJEURE

The Credit Union shall not be responsible for liability, loss or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond the Credit Union's reasonable control.

## ELECTRONIC COMMUNICATION

You consent to receive electronic communications and disclosures from us in connection with the Wallet. The Credit Union may contact you via email, SMS (text message) or any other method using contact information you have provided or that has been obtained by the Credit Union. Fees associated with these messages are your responsibility and are governed by the contracts you have entered into with those service providers. You agree to keep contact information up to date and to update as required.

We may text you with updates about your card issuance (digital or physical card). Opting out will stop these notices, however card information is available in online banking.

## GOVERNING LAW AND DISPUTES

These terms are governed by Federal law and, to the extent that state law applies, the laws of the state of Maryland apply to the agreement under which your Credit Union card is covered. Disputes arising out of or relating to these terms will be subject to any dispute resolutions procedures, including arbitration, in your Card Disclosures, including Credit Union Card agreement and your account Agreements and Disclosures.

*Continued »*

## PRIVACY

Your privacy and the security of your information are important to us. Our Privacy Policy applies to your use of your Credit Union card(s), digitally issued or in the Digital Wallet(s). 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 Credit Union card transactions, and to improve our ability to offer these services. This information helps us to add your Credit Union card to the Wallet as required by the Wallet provider. 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

Privacy Policy | SECU Credit Union

## NOTICES

The Credit Union may provide notices to you concerning these terms and your use of a Credit Union card in the Wallet by posting the material on our website, through electronic notice (email, telephone number (any), or via mail.

## MEMBER'S DUTY TO REPORT QUESTIONS, FRAUDULENT ACTIVITY OR SUSPECTED ERRORS

If you believe that a statement or receipt is incorrect, suspect fraudulent activity or should you need additional information, you must contact the Credit Union as soon as possible. To limit liability you must report the error, suspected fraud or questions to the Credit Union within 60 days after we mailed you the first statement on which the problem or error appears.

If you suspect fraudulent activity, have misplaced your card, or believe your card information has been compromised, you should immediately contact us to turn off your card(s) by calling 1-800-879-7328.

To report debit card fraud, complete the Debit Card Fraud form available on the SECU website.

To submit a credit card fraud claim, please call 1-800-344-6501.

**For Errors or billing inquiries relating to your SECU issued credit card(s), written notice must be sent to:**

**Billing Inquiries**
P.O Box 2087
Omaha, NE 68103-2087

**For Errors of inquiries relating to your SECU issued debit card(s), written notice must be sent to:**

**SECU MD**
P.O Box 13025
Baltimore, MD 21203

**For any suspected error or inquiry, you should provide the Credit Union with the following information:**

- Full name and member account number
- A description of the suspected error and why you believe it to be an error or require further information
- Date and dollar amount of the suspected error

*Continued »*

- Any other information which you think will be helpful in resolving your concern
- For general information or inquiries, you may call SECU's Member Service Contact Center at 1-800-879-7328 or visit your local branch. Credit and debit card services are available twenty-four hours a day, seven days at week using the Member Service's phone number.

## TERMINATION

**Either party may terminate this Agreement. Members may terminate this Agreement by calling SECU's Member Service Contact Center at 1-800-879-7328 or providing written notice to the Credit Union. Written notice must be sent to:**

**SECU MD**
P.O Box 13025
Baltimore, MD 21203

Notwithstanding any such notice of termination, this Agreement shall remain effective in respect of any transaction occurring prior to such termination. Upon any termination of this Agreement, (i) you will immediately cease using the Service, and (ii) you shall promptly remit all unpaid monies due under this Agreement.

The Credit Union may immediately suspend or terminate your ability to link your account to the Service in the event that the Credit Union reasonably determines such suspension or termination is necessary in order to protect the Service or the Credit Union from harm or compromise of integrity, security, reputation or operation. The Credit Union's security interest in your Accounts will continue until the expiration of any time period for return of any and all item(s) on which you may be liable.

## ADDING/REMOVING A CARD TO A DIGITAL WALLET

Eligible Credit Union cards may be added to the Digital Wallet by following the instructions of the Wallet provider. Card eligibility criteria is determined by the Credit Union and may change from time to time with or without prior notice. If your account is not in good standing, your card will not be eligible for enrollment in a Digital Wallet.

To remove a card from the Wallet follow the instructions provided by the Wallet provider.

If additional verification is required to add your card to the Digital Wallet, we may need to ask for additional verification using text message or email. If you choose text messages as your verification method, you consent to receive text messages at the mobile phone number you have on file with us for this card. Text messages may be transmitted using auto-dialer technology. Your usual wireless carrier fees may apply and the Credit Union is not responsible for any fees your carrier may charge.

Message and Data Rates May Apply. SECU and mobile carriers are not liable for delayed or undelivered messages. Follow message prompts to STOP or receive support.