Nusenda Credit Union Mobile/Digital Wallet Terms & Conditions

Please take this opportunity to review the following disclosures and information about accessing and using the Mobile/Digital Wallet Services.

These terms and conditions ("Agreement") constitute a legal agreement between you and Nusenda Federal Credit Union ("NCU") that governs your election to use eligible debit or credit cards issued by NCU linked to accounts domiciled in the U.S. (each, a "Payment Card") when you add, attempt to add, or keep a Payment Card in a mobile or digital wallet ("Mobile/Digital Wallet" or "Wallet") on any mobile device that supports the Mobile/Digital Wallet (NCU's "Mobile/Digital Wallet Service"). The terms "you" and "your" throughout this Agreement refer to: (a) the entity or natural person owner(s) or accountholder(s) of the account to which a Payment Card is linked; (b) an authorized agent of an owner of the account to which a Payment Card is linked; and (c): authorized users of Payment Cards which are credit cards. The terms "NCU", "we" or "us" refer to Nusenda Federal Credit Union.

Please review this Agreement before you decide whether to accept it and continue with the addition of your Payment Card(s) to the Mobile/Digital Wallet you have selected.

You consent to receive electronic communications and disclosures from us in connection with your Payment Card provisioned to any Mobile/Digital Wallet. You agree that we can contact you by email at any email address you provide to us in connection with any NCU membership and that such contact may include third-party companies working on our behalf to service your accounts with us. You agree to update your contact information with us when it changes. By accepting this Agreement, you agree that this Agreement is subject to the federal Electronic Signatures in Global and National Commerce Act ("E-SIGN"). Continued use of a Payment Card provisioned to the Mobile/Digital Wallet of your choice requires that you agree to receive all notices electronically. If you prefer to receive paper notices, you have the right to withdraw your consent, provided, however, that if you withdraw such consent, we will terminate your use of the Mobile/Digital Wallet Service and your Payment Card(s) in any Mobile/Digital Wallet.

By using a Payment Card in the Mobile/Digital Wallet you have selected, you agree to use your Payment Card(s) through your Mobile/Digital Wallet only in accordance with this Agreement. If you do not agree to the terms and conditions set forth in this Agreement, then you may not add your Payment Card(s) to or use your Payment Card(s) in connection with any Mobile/Digital Wallet. This Agreement supersedes any prior terms and conditions you may have agreed to with respect to access to, and the use of, Payment Card(s) through

a Mobile/ Digital Wallet. You agree that this Agreement governs your access to, and use of Payment Card(s) through the Mobile/Digital Wallet of your choice on all Eligible Mobile Devices.

By agreeing to this Agreement, you represent the following:
• You are 18 years old or older; and
• You are capable of entering into a legally binding agreement for your Payment Card.

1. Relationship to Your Mobile/Digital Wallet Provider. A Mobile/Digital Wallet is a service offered exclusively by your Mobile/Digital Wallet provider (e.g., Apple, Google, Samsung) using devices deemed eligible by your Mobile/Digital Wallet provider (each an "Eligible Mobile Device"). A Mobile/Digital Wallet is a registered trademark of your Mobile/Digital Wallet provider. NCU does not own, operate, or control any Mobile/Digital Wallet and is not responsible for any service provided to you by your Mobile/Digital Wallet provider or by any third party engaged by your Mobile/Digital Wallet provider. NCU likewise is not responsible for any information or other services provided to you by your Mobile/Digital Wallet provider or any other third parties associated with any Mobile/Digital Wallet. NCU is not liable for any failure or performance of any Mobile/Digital Wallet or any third party's products or services.

Your Mobile/Digital Wallet provider, your wireless carrier, and other third-party websites or services integrated in any Mobile/Digital Wallet have their own third-party agreements and you are subject to those third-party agreements when you give them your personal information, use their services, or visit their respective sites. It is your responsibility to read and understand the third-party agreements before creating, activating, or using a Payment Card in a Mobile/Digital Wallet. You acknowledge that your use of a Mobile/Digital Wallet is subject to the terms and conditions set forth by your Mobile/Digital Wallet provider.

NCU is not responsible for, and does not provide, any support or assistance for any third-party hardware, software, or other products or services (including any Mobile/Digital Wallet or your Eligible Mobile Device). If you have any questions or issues with a third-party product or service, including issues pertaining to the operation of your Eligible Mobile 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 any Mobile/Digital Wallet (other than questions or issues specific to the use of a Payment Card provisioned to such Mobile/Digital Wallet), you should contact your Mobile/Digital Wallet provider.

2. Relationships to Other NCU Agreements. Your enrollment in the Mobile/Digital Wallet Service does not impact any other agreement NCU has with you, including the Arbitration and Waiver of Class Action provision set forth in NCU's Account Information Brochure (AIB) as applicable. The terms of use for your Payment Card, which were provided to you when your Payment Card was issued and may be amended from time to time, remain in full force and effect regardless of whether or not you use the Mobile/Digital Wallet Service. Any transaction you make with your Payment Card using any Mobile/Digital Wallet will be considered the same as if you had presented your physical Payment Card in person to conduct the transaction, and all applicable fees and interest will apply per the terms of your cardholder agreement with NCU.

3. Payment Card Eligibility. NCU reserves the right to restrict the use of certain Payment Card types within the Mobile/Digital Wallet Service. In order for NCU to authorize your use of your Payment Card with any Mobile/Digital Wallet, your Payment Card must be an eligible Payment Card type as determined by NCU, your Payment Card and the underlying account must be in good standing, and you must not be restricted from using the Mobile/Digital Wallet Service based upon any limitations imposed by your Mobile/Digital Wallet provider, your wireless service provider, and/or any third party associated with your Mobile/Digital Wallet.

4. Mobile Device Eligibility. The Mobile/Digital Wallet Service enables you to create virtual representations of your Payment Card(s) on an Eligible Mobile Device to make (i) contactless payments at merchants' contactless-enabled point-of-sale terminals or readers that accept contactless payments using a virtual representation of your Payment Card (in lieu of you presenting your physical Payment Card), and (ii) in-app or other digital commerce payments at merchants participating in the Digital Wallet. You are required to have an Eligible Mobile Device to use this Mobile/Digital Wallet Service. Your Mobile/Digital Wallet provider, in its sole discretion, determines which mobile devices are eligible to be used with the Mobile/Digital Wallet. Mobile devices which have been unlocked in an unauthorized fashion ("jail-broken") or otherwise modified are not eligible to use NCU's Mobile/Digital Wallet Service.

You acknowledge that use of an ineligible mobile device with the Mobile/Digital Wallet Service is expressly prohibited, constitutes a breach of these terms, and is grounds for NCU to temporarily suspend, permanently terminate, or otherwise deny further access to your Payment Card in any Mobile/Digital Wallet. NCU is not liable to you for the effects (whether third party or otherwise) of such termination or suspension.

5. Use of Your Payment Card(s) in Digital Wallets. When you select a Payment Card to use with the Mobile/Digital Wallet of your choice, certain account information for the Payment Card and certain of your personal information will be transmitted to and stored according to the Mobile/Digital Wallet and payment card network procedures and systems for the supported Mobile/Digital Wallet and Eligible Mobile Device to facilitate your participation in the Mobile/Digital Wallet Service. Once the account information for a Payment Card is stored in accordance with the Mobile/Digital Wallet procedures, it is represented within the Mobile/Digital Wallet's payment function. By selecting a Payment Card and placing your Eligible Mobile Device near a merchant's contactless-enabled point-of-sale terminal or reader or using that Payment Card for an in-app purchase, you are authorizing the payment for the merchant's products or services with that Payment Card through the Mobile/Digital Wallet. 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 provisioned to a Mobile/Digital Wallet, a Payment Card may work even if you do not have wireless service. Please be advised that when you add a Payment Card to the Mobile/Digital Wallet of your choice, the Mobile/Digital Wallet allows you to use the Payment Card to conduct transactions where the Mobile/Digital Wallet is accepted; however, the Mobile/Digital Wallet may not be accepted at all places where your physical Payment Card is accepted.

Your Mobile/Digital Wallet may also allow you to view recent purchase transactions made by you with your Payment Card. Please note that some of the listed transactions may be pending charges, which are temporary and are subject to change (for instance, pre-authorizations at gas stations, restaurants, and hotels). Your Mobile/Digital Wallet may provide you with the option and ability to turn off this purchase transaction reporting for each Payment Card. For additional card account information and activity, you can log into NCU Online Banking or call the number on the back of your Payment Card.

Purchases or other transactions you make with your Payment Card provisioned to a Mobile/Digital Wallet are governed by this Agreement and, as applicable, your cardholder agreement with us. If a problem arises with the product or service you purchased through use of the Payment Card provisioned to your Mobile/Digital Wallet, you first should try to resolve the problem directly with the merchant, but you may also have rights under your cardholder agreement with us or otherwise under applicable law to resolve the problem.

6. Fees. NCU does not currently charge any fees for using the Mobile/Digital Wallet Service. However, we reserve the right to impose fees for the Mobile/Digital Wallet Service in the future, but only after notification to you in accordance with applicable law. You should

review the applicable AIB and applicable Rate & Fee Schedule(s) for any applicable fees, interest, or other charges associated with your NCU accounts. You understand that your agreements with third parties may include fees, limitations, and restrictions that may affect your use of any Payment Card(s) within a Mobile/Digital Wallet, such as data usage or text messaging charges imposed by your wireless carrier. You agree you are solely responsible for all such fees and agree to comply with such limitations and restrictions.

7. Suspension; Cancellation. NCU reserves the right, for any reason, to discontinue offering or supporting any Payment Card and/or the Mobile/Digital Wallet Service. Except as otherwise required by applicable law, NCU may block, restrict, suspend or terminate your use of any Payment Card provisioned to a Mobile/Digital Wallet at any time without notice and for any reason, including if you violate this Agreement or any of your cardholder or other agreements with us, if we suspect fraudulent activity, or as a result of the cancellation or suspension of your Payment Card account. You agree that NCU will not be liable to you or any third party for any block, suspension, cancellation, or termination of your use of any Payment Card provisioned to a Mobile/Digital Wallet.

NCU reserves the right to disqualify a Payment Card provisioned to a Mobile/Digital Wallet or to discontinue providing any services to any individual suspected of violating this Agreement or the third-party agreements related to your Mobile/Digital Wallet or the Mobile/Digital Wallet Service, in its sole discretion. ADDITIONALLY, YOU ACKNOWLEDGE AND AGREE THAT ANY ATTEMPT TO DELIBERATELY INTERFERE WITH, INTERRUPT, MODIFY, ADJUST, RE-ENGINEER, OR DAMAGE ANY ASPECT OF A PAYMENT CARD PROVISIONED TO A DIGITAL WALLET OR THE DIGITAL WALLET SERVICE, OR TO UNDERMINE THE LEGITIMATE OPERATION OF A PAYMENT CARD, A MOBILE/DIGITAL WALLET, OR THE MOBILE/DIGITAL WALLET SERVICE, IS A VIOLATION OF CRIMINAL AND CIVIL LAWS. NCU MAY SEEK DAMAGES AND COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY INDIVIDUAL OR ENTITY RESPONSIBLE FOR SUCH AN ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

You may remove one or more of your Payment Cards from your Mobile/Digital Wallet at any time by following the instructions in your Mobile/Digital Wallet or by calling the number on the back of your Payment Card. We can also block your Payment Card provisioned to a Digital Wallet from being used in transactions if you instruct us to do so by contacting us at **505-888-8920** or 1-**800-356-3178** and we have a reasonable opportunity to act on such instruction.

8. Consent to Electronic Contact. In addition to communications you expressly consent

to elsewhere in this Agreement, you expressly consent to receive phone calls, text messages, push notifications, and emails related to the Mobile/Digital Wallet Service from NCU and any NCU third-party service provider at any phone number (including any mobile phone number) and email address you have provided to NCU or any NCU third-party service provider. Such phone calls and text messages may include auto-dialed phone calls and text messages, prerecorded phones calls and text messages, or both. If you change any phone number you have provided to NCU or any NCU third-party service provider, for any reason, you agree to immediately notify NCU to ensure that the above communications are not interrupted or inadvertently delivered to another recipient who may be reassigned your prior phone number. You may change your phone number and/or email address by following the steps for updating contact information as described at www.nusenda.org.

9. Data Privacy. When you instruct NCU to provision your Payment Card(s) to the Mobile/Digital Wallet of your choice, NCU collects certain information from your Mobile/Digital Wallet provider to verify your identity, enable you to use the Payment Card(s) in your Mobile/Digital Wallet, and facilitate your participation in the Mobile/Digital Wallet Service. You authorize NCU to collect, use and share your information in accordance with the applicable NCU privacy policies (including the NCU privacy statement), as they may be amended from time to time. To facilitate your participation, you acknowledge and agree that NCU may make certain account information relating to each Payment Card you have selected to use with the Mobile/Digital Wallet Service available for display, including your most recent transaction data, but not your full Payment Card account number. You may have the ability to decline to have the transaction data made available for display and still use the Mobile/Digital Wallet Service, but you must follow the instructions for doing so in the Mobile/Digital Wallet you have selected. You agree that NCU may also collect and use technical data and related information, including, but not limited to, technical information about your Eligible Mobile Device, gathered periodically to facilitate the updates to NCU's services. NCU may use this information, as long as it is in a form that does not personally identify you, to improve NCU's products or to provide services or technologies to you.

You understand and acknowledge that third parties, such as your Mobile/Digital Wallet provider, Visa, and/or MasterCard will have access to certain details regarding eligible Payment Card transactions made using your Mobile/Digital Wallet. You understand that information that is provided to or held by your Mobile/Digital Wallet provider or other third parties in relation to any Digital Wallet is outside the control of NCU. As stated earlier, NCU is not responsible for the Mobile/Digital Wallet, or any other services offered by your wireless carrier or any third party. Accordingly, any information you provide to your Mobile/Digital Wallet provider or another third party through the Mobile/Digital Wallet

Service, or that is collected or accessed by your Mobile/Digital Wallet provider in the course of your use of the Mobile/Digital Wallet Service, is subject to third-party agreements, and is not governed by NCU's privacy policies or this Agreement.

10. Changes to Mobile/Digital Wallet Service Terms. NCU reserves the right to revise these Mobile/Digital Wallet Service terms at any time, and you are deemed to be aware of and bound by any changes to these terms by your continued access to or use of any Payment Card you provision to the Mobile/Digital Wallet of your choice and/or the Mobile/Digital Wallet Service. If you do not accept any revisions made to these terms, your sole and exclusive remedy is to cancel your use of and delete all Payment Card(s) provisioned to the Digital Wallet of your choice and to cease using the Mobile/Digital Wallet Service.

11. Disclaimer of Warranties. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF ANY PAYMENT CARD(S) PROVISIONED TO THE MOBILE/DIGITAL WALLET OF YOUR CHOICE AND THE MOBILE/DIGITAL WALLET SERVICE IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY PAYMENT 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 NCU, ON BEHALF OF ITSELF AND ITS SUPPLIERS, HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO ANY PAYMENT 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.

NCU, ON BEHALF OF ITSELF AND NCU'S SUPPLIERS, ALSO DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF ANY PAYMENT CARD PROVISIONED TO THE MOBILE/DIGITAL WALLET OF YOUR CHOICE OR THE MOBILE/DIGITAL WALLET SERVICE, OR THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE MOBILE/DIGITAL WALLET SERVICE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OR AVAILABILITY OF ANY PAYMENT CARD(S) PROVISIONED TO THE MOBILE/DIGITAL WALLET OF YOUR CHOICE OR THE MOBILE/DIGITAL WALLET SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN ANY PAYMENT CARD PROVISIONED TO THE MOBILE/DIGITAL WALLET OF YOUR CHOICE OR THE MOBILE/DIGITAL WALLET SERVICE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY NCU, ANY OF ITS AUTHORIZED REPRESENTATIVES OR ANY THIRD PARTY SHALL CREATE ANY WARRANTY.

ACCESS, USE AND MAINTENANCE OF ANY PAYMENT CARD(S) PROVISIONED TO THE MOBILE/DIGITAL WALLET OF YOUR CHOICE DEPEND ON THE MOBILE/DIGITAL WALLET, ITS PROVIDER, AND THE NETWORKS OF WIRELESS CARRIERS. NCU DOES NOT OPERATE THE MOBILE/DIGITAL WALLETS, THEIR PROVIDERS, OR WIRELESS CARRIER NETWORKS AND HAS NO CONTROL OVER THEIR OPERATIONS. NCU WILL NOT BE LIABLE TO YOU FOR ANY CIRCUMSTANCES THAT INTERRUPT, PREVENT OR OTHERWISE AFFECT THE FUNCTIONING OF ANY PAYMENT CARD PROVISIONED TO A MOBILE/DIGITAL WALLET, SUCH AS UNAVAILABILITY OF THE DIGITAL WALLET OR YOUR WIRELESS SERVICE, COMMUNICATIONS, NETWORK DELAYS, LIMITATIONS ON WIRELESS COVERAGE, SYSTEM OUTAGES, OR INTERRUPTION OF A WIRELESS CONNECTION.

NCU EXPRESSLY DISCLAIMS ANY RESPONSIBILITY FOR THE MOBILE/DIGITAL WALLET OR ANY WIRELESS SERVICE USED TO ACCESS, USE OR MAINTAIN A PAYMENT CARD PROVISIONED TO THE MOBILE/DIGITAL WALLET OF YOUR CHOICE OR ACCESS THE MOBILE/DIGITAL WALLET SERVICE, INCLUDING, WITHOUT LIMITATION, ANY RESPONSIBILITY FOR ANY TRANSACTION OR OTHER INTERACTION BETWEEN YOU AND A MERCHANT OR OTHER THIRD PARTY, AND YOU AGREE THAT ANY SUCH TRANSACTION OR INTERACTION IS SOLELY BETWEEN YOU AND THE MERCHANT OR OTHER THIRD PARTY.

USE OF A PAYMENT CARD PROVISIONED TO THE MOBILE/DIGITAL WALLET OF YOUR CHOICE INVOLVES THE ELECTRONIC TRANSMISSION OF PERSONAL INFORMATION THROUGH THIRD-PARTY CONNECTIONS. BECAUSE NCU DOES NOT OPERATE OR CONTROL THESE CONNECTIONS, NCU CANNOT GUARANTEE THE PRIVACY OR SECURITY OF THESE DATA TRANSMISSIONS. ADDITIONALLY, YOUR SUPPORTED ELIGIBLE MOBILE DEVICE'S BROWSER IS GENERALLY PRE-CONFIGURED BY YOUR WIRELESS CARRIER. YOU SHOULD CHECK WITH YOUR MOBILE/DIGITAL WALLET PROVIDER AND YOUR WIRELESS CARRIER FOR INFORMATION ABOUT THEIR PRIVACY AND SECURITY PRACTICES. FOR PERSONAL OR CONFIDENTIAL INFORMATION SENT TO OR FROM NCU OVER THE INTERNET FROM YOUR SUPPORTED ELIGIBLE MOBILE DEVICE, NCU RESERVES THE RIGHT TO LIMIT SUCH CONNECTIONS TO "SECURE SESSIONS" THAT HAVE BEEN ESTABLISHED USING TRANSPORT LAYER SECURITY OR OTHER SECURITY STANDARDS NCU SELECTS.

NCU MAKES NO GUARANTEES ABOUT THE INFORMATION SHOWN IN THE SOFTWARE OR HARDWARE SUPPORTING THE MOBILE/DIGITAL WALLET SERVICE AND MAKES NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES REGARDING THE SAME. YOU AGREE THAT YOU ARE SOLELY RESPONSIBLE FOR EVALUATING THE ACCURACY, COMPLETENESS, OR USEFULNESS OF ANY INFORMATION OR CONTENT AVAILABLE

THROUGH THE DIGITAL WALLET SERVICE.

This “Disclaimer of Warranties” section shall survive any termination of this Agreement for any reason.

12. License for Any Payment Card Provisioned to A Digital Wallet. ANY PAYMENT CARD AND THE MOBILE/DIGITAL WALLET SERVICE ARE LICENSED, NOT SOLD, TO YOU FOR USE ONLY UNDER THE TERMS AND CONDITIONS OF THIS AGREEMENT. NCU RESERVES ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU.

You are granted a non-exclusive, non-sub-licensable, non-transferable, personal, limited license to install and use the Payment Card and the Mobile/Digital Wallet Service on an Eligible Mobile Device for use in the Mobile/Digital Wallet of your choice solely in accordance with the terms and conditions of this Agreement. The license is limited to use on any Eligible Mobile Device that you own or control and as permitted by any applicable third-party agreements. Such license does not allow you to use the Payment Card(s) on any device that you do not own or control (or for which you do not have authorization to install or run the Mobile/Digital Wallet Service or the Payment Card, such as where prohibited by applicable security policies in the case of corporate users), and you may not distribute or make any Payment Card or the Mobile/Digital Wallet Service available over a network where it could be used by multiple devices at the same time.

Certain software that NCU uses to provide the Payment Card(s) has been licensed from third parties (each a “Third-Party Licensor”) that are not affiliated with NCU. This limited right to use such software is revocable at the discretion of NCU. NCU and its Third-Party Licensors retain all right, title and interest in and to the software used by NCU to provide the Payment Card(s), Mobile/Digital Wallet Service, and any modifications and updates thereto. You agree that you will not use any third-party materials associated with the Payment Card(s) or the Mobile/Digital Wallet Service in a manner that would infringe or violate the rights of any party, and that NCU is not in any way responsible for any such use by you. All third-party intellectual property marks, including the logos of merchants, are the property of their respective owners.

You may not rent, lease, lend, sell, redistribute, or sublicense the Payment Card(s) or the Mobile/ Digital Wallet Service. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of any Payment Card or the Mobile/Digital Wallet Service, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or

to the extent as may be permitted by the licensing terms governing the use of any open sourced components included with a Payment Card or the Mobile/Digital Wallet Service). Any attempt to do so is a violation of the rights of NCU and its Third-Party Licensors. If you breach this restriction, you may be subject to a civil lawsuit, prosecution, and damages. The terms of the license will govern any upgrades provided by NCU that replace or supplement any Payment Card, unless such upgrade is accompanied by a separate agreement in which case the terms of that agreement will govern.

You agree that a Payment Card may be automatically updated or upgraded without notice to you. At any time, at NCU's sole discretion and without prior notice, NCU may expand, reduce, or suspend the type and/or dollar amounts of transactions allowed via the Mobile/Digital Wallet Service using a Payment Card or change the enrollment process.

The license granted hereunder is effective until terminated by you or NCU under this Agreement or any other applicable agreement between you and NCU. Your rights will terminate automatically without notice from NCU if you fail to comply with these terms or if NCU terminates the use of your Payment Card or the Mobile/Digital Wallet Service. Upon termination of the license, you must cease all use of the Mobile/Digital Wallet Service and Payment Card provisioned to the Mobile/Digital Wallet of your choice and delete all Payment Card(s) from the Mobile/Digital Wallet Service.

13. Indemnification. In addition to the indemnification provisions contained elsewhere in this Agreement, you shall indemnify, defend, and hold NCU and its affiliates, licensors (including any Third-Party Licensors), sponsors, agencies, and their respective officers, directors, employees, agents, and representatives harmless from and against any and all losses, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or related to: (i) your use of any Payment Card and the Digital Wallet Service that violates the terms and conditions of this Agreement or any other agreement with us; (ii) any other breach by you of the terms and conditions of this Agreement; or (iii) any violation by you of any applicable law or regulation. You must use your best efforts to cooperate with NCU in the defense of any such claim made against NCU. NCU has the right to employ counsel of NCU's choice to defend and control any such matter subject to indemnification by you. You have the right, at your own expense, to employ separate counsel to participate in such matter on a non-controlling basis. This indemnity shall survive the termination of this Agreement for any reason.

14. Your Responsibilities.

14-A. Payment Card Enrollment in Your Mobile/Digital Wallet
If you want to add a Payment Card to the Mobile/Digital Wallet of your choice, you agree to follow the procedures adopted by your Mobile/Digital Wallet provider and any further procedures NCU adopts. NCU may not permit you to add a Payment Card to your Mobile/Digital Wallet if NCU cannot authenticate the Payment Card or if NCU otherwise suspects that there may be fraud associated with the Payment Card. The Mobile/Digital Wallet Service allows you to make purchases using an added Payment Card wherever the Mobile/Digital Wallet is accepted. The Mobile/Digital Wallet may not be accepted at all places where your Payment Card is accepted.

14-B Report Lost or Stolen Devices or Payment Cards
If you enroll in the Mobile/Digital Wallet Service and your Eligible Mobile Device is lost or stolen, or you have reason to believe that your Eligible Mobile Device has been compromised, including that of your fingerprint reader, personal identification number (PIN), or other security method, you agree to contact NCU immediately so that NCU can take action to disable your Payment Card for use within the Mobile/Digital Wallet Service. Note, however, that you are also responsible for notifying your Mobile/Digital Wallet provider if your Eligible Mobile Device is lost or stolen. NCU is not responsible for and is unable to disable your Eligible Mobile Device or Mobile/Digital Wallet; NCU can only disable your Payment Card.

Given that your Eligible Mobile Device can be used like a Payment Card to make purchases, you must notify NCU in the event your Eligible Mobile Device is lost or stolen with the same urgency as if your actual Payment Card is lost or stolen. If you fail to notify NCU, you may be liable for all or a portion of the losses associated with unauthorized use of your Payment Card whether or not that use was through the Mobile/Digital Wallet Service. If you get a new Eligible Mobile Device, you must delete all your Payment Card(s) and other personal information from your prior Eligible Mobile Device.

You must cooperate with NCU in any investigation and use any fraud prevention or other related measures NCU prescribes.

14-C. Security
In addition to the security procedures described elsewhere in this Agreement, you are solely responsible for maintaining the confidentiality of your Digital Wallet provider user ID,

your Mobile/Digital Wallet provider password(s), your mobile device password(s) or other log-in(s), and any other means that you may use to securely access the Mobile/Digital Wallet Service on your Eligible Mobile Device. If you share these credentials with anyone, that person may be able to use your Mobile/Digital Wallet to make purchases or obtain access to your personal and payment information available through the Mobile/Digital Wallet Service. You agree to safeguard your Eligible Mobile Device at all times and not leave it unattended.

Your Mobile/Digital Wallet and your Eligible Mobile Device may contemplate certain security features and procedures to protect against unauthorized use of any of your Payment Card(s). These features and procedures are the sole responsibility of your Mobile/Digital Wallet provider. You agree not to disable any of these security features and to use these security features and procedures to safeguard all your Payment Cards provisioned to the Mobile/Digital Wallet of your choice.

14-D. Account Ownership or Access/Accurate Information
You represent that you are the legal owner and/or accountholder or authorized user of the account(s) and other financial information which may be accessed via the Mobile/Digital Wallet Service. You represent and agree that all information you provide to NCU in connection with the Mobile/Digital Wallet Service is accurate, current, and complete and that you have the right to provide such information to NCU for the purpose of using the Mobile/Digital Wallet Service. You agree not to misrepresent your identity or your account information. You agree to keep your account information confidential, up to date, and accurate. You represent that you are an authorized user of the Eligible Mobile Device you will use to access the Mobile/Digital Wallet Service.

15. Termination. NCU may, in our sole discretion, terminate your Mobile/Digital Wallet Service effective immediately if: (i) there is an occurrence of a material change in your account activity or other risk analysis criteria as determined by us in our sole and absolute discretion; (ii) we at any time determine that you do not meet our risk or other qualification requirements; (iii) we discover any willful misconduct (including but not limited to types of fraudulent activity) on your part or via any other party with respect to the Mobile/Digital Wallet Service; (iv) you are in default of any term(s) of this Agreement or any other agreement(s) with NCU where such default gives us the right to terminate, immediately or otherwise, or close your account; or (v) you have not used the Mobile/ Digital Wallet Service for a period of time deemed to constitute an inactive service by us (in our sole discretion. In any of these events, you agree that our sole obligation shall be to provide notice of our termination of the Mobile/Digital Wallet Service to you, and that such notification will be

reasonable if it is mailed to your statement mailing address immediately upon termination or provided via other appropriate means.

In all other cases, either you or NCU may terminate the Mobile/Digital Wallet Service upon thirty (30) calendar days' written notice to the other of the intent to do so, with such notice sent to you at your statement address or sent to us at Nusenda Credit Union, P.O. Box 8530, Albuquerque, NM 87198. In the event of termination of the Mobile/Digital Wallet Service, your rights and responsibilities, as well as ours, shall continue through any applicable transaction settlement period, including your responsibility to pay transactions processed prior to the effective date of termination. If the Mobile/Digital Wallet Service is terminated by us, we may accelerate all amounts due and to become due, and you agree to promptly make full payment to us of all amounts due and amounts incurred by you through your use of the Mobile/Digital Wallet Service.

Any termination of this Agreement shall not affect any of NCU's rights and your obligations with respect to transactions initiated by you prior to such termination, or your payment obligations for services performed by NCU prior to termination, or any other obligations that survive termination of this Agreement.

16. Entire Agreement. This Agreement, together with the applicable AIB and any other applicable agreement between you and NCU, is the complete and exclusive statement of the agreement between NCU and you with respect to the subject matter hereof and supersedes any prior agreement(s) between NCU and you with respect to such subject matter.

In the event of a conflict or inconsistency between the terms of the applicable AIB, or any other agreement between you and NCU, and the terms of this Agreement, with respect solely to the Mobile/Digital Wallet Service, the terms of this Agreement shall control, but only to the extent of such conflict or inconsistency. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation, or government policy to which NCU is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation, or policy, and NCU shall incur no liability to you as a result of such violation or amendment. No course of dealing between NCU and you will constitute a modification of this Agreement or constitute an agreement between NCU and you regardless of whatever practices and procedures NCU and you may use.

17. Non-Assignment. You may not assign this Agreement or any of the rights or duties hereunder to any person.

18. Waiver. NCU may waive the enforcement of any provision of this Agreement. However, any such waiver shall not affect NCU's rights with respect to any other transaction or modify the terms of this Agreement, unless expressly stated in writing and signed by NCU.

19. Binding Agreement; Benefit. This Agreement shall be binding upon and solely for the benefit of the parties hereto and their respective legal representatives, successors, and assignees. This Agreement is not for the benefit of any other person, and no other person shall have any right against NCU or you hereunder.

20. Headings. Headings are used for reference purposes only and shall not be deemed a part of this Agreement.

21. Severability. In the event that any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.

22. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New Mexico. You consent to jurisdiction with regard to any claim or proceeding related to this Agreement that is not otherwise subject to any Arbitration Agreement between you and NCU. In such cases, the claim or proceeding can only be brought in a state or federal court in the State of New Mexico. This provision does not affect or limit your rights and obligations under the Arbitration and Class Action Waiver set forth in NCU’s AIB as applicable.

Rev. 09/2026