This Digital Wallet Supplemental Agreement states the terms and conditions the ("Terms") that apply when you choose to add an Xplore Federal Credit Union debit card or credit card ("Card") to a Digital Wallet ("Wallet"). In these Terms, "you" and "your" refer to the cardholder of the Card, and "we," "our," "us," "Credit Union," "Xplore Federal Credit Union" or "Xplore" refer to the issuer of your Card.

When you add an Xplore Card to the Wallet, you agree to these Terms:

- A. Adding Your Xplore Card. You can add an eligible 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 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 Card is accepted.
- B. Your Card Terms Do Not Change. The terms and conditions, account agreement, and disclosures 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, and charges that apply to your Card will also apply when you use the Wallet to access your Card. The Credit Union does not charge you any additional fees for adding the 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.
- C. <u>Xplore is Not Responsible for the Wallet.</u> The Credit Union 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 the 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.

- D. 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 Xplore account. This may include contact from companies working on our behalf to service your accounts. You agree to update your contact information with us when it changes.
- **E.** Removing Your Card from the Wallet. You should contact the Wallet provider on how to remove a Card from the Wallet. We can also block a Card in the Wallet at any time.
- **F.** <u>Governing Law and Disputes.</u> 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 Card is covered. Disputes arising out of or relating to these Terms will be subject to any dispute resolution procedures in the terms and conditions, account agreement, or the Electronic Funds Transfer new account disclosure.
- G. 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. You cannot change these Terms, but you can terminate these Terms at any time by removing all Cards from the Wallet. You may not assign these Terms.
- H. Privacy. Your privacy and the security of your information are important to us. The Credit Union's privacy notice applies to your use of the 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 the information that may be held by the Wallet provider and that is governed by the privacy policy given to you by the Wallet provider.
- I. Notices. We can provide notices to you concerning these Terms and your use of a Card in

01/01/2017 Page 2 of 3

the Wallet by posting the material on our website, through any electronic notice, by email or telephone number you provide to us, or by contacting you at the current address we have on file for you. You may contact us at: (888) 897-5673 or 888.U.XPLORE.

**J.** <u>Questions.</u> 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 Card, then contact us at: (888) 897-5673 or 888.U.XPLORE.

01/01/2017 Page 3 of 3