



Mobile Payment Service / Device Terms and Conditions

Introduction

These Terms and Conditions govern your use of eligible debit or credit cards issued by Hamilton Horizons Federal Credit Union (each, a “Payment Card”) when you add, attempt to add, or keep a Payment Card in any mobile wallet (“Wallet”) on any iPhone®, iPad®, or other mobile device (“Device”) that supports the Wallet.

These Terms and Conditions also represent your agreement with Hamilton Horizons Federal Credit Union (HHFCU) regarding the use of your eligible debit or credit card account with a mobile payment service. Within these Terms, “you,” “your,” or “user” refer to the member whose name is located on the Payment Card or any authorized user of the Payment Card. “We,” “our,” or “us” refer to HHFCU.

“Mobile Payment Service” refers to the mobile payment service provided by Apple, Samsung, Google, or any other provider. The Mobile Payment Service herein includes the Wallet.

I. Mobile Wallet Payment Service

Mobile Payment Service is available for the purpose of purchasing goods and services using a compatible wireless mobile phone or device with merchants who accept the selected Mobile Payment Service as a form of payment.

These Mobile Payment Services enable you to create and store virtual representations of your eligible HHFCU debit or credit cards and add account information on your supported device, creating a mobile Wallet that will permit you to use your Wallet to authorize and make payments at merchant point-of-sale terminals or readers without your plastic Payment Card.

Your Wallet may not be accepted at all places where your Payment Card is accepted. Transactions using your Payment Card via a Wallet will still be governed by your HHFCU Payment Card Agreement(s). The selected Mobile Payment Service Terms & Conditions for the Service (Apple Pay,

Samsung Pay, and Google Pay) describe your rights and obligations regarding that Service.

II. Relationship to Mobile Payment Service Provider

The service is offered exclusively by the applicable Mobile Payment Service provider. HHFCU does not own, operate, or control any of the Mobile Payment Services (including the Wallet) and is not responsible for any service provided to you by the provider or by any third party engaged by them.

We are not responsible for any information or other services provided to you by the Mobile Payment Service provider or other third parties associated with the service. HHFCU is not liable for any failure, error, or performance issues of the Mobile Payment Service. Your use of the service will also be subject to the provider's own agreements or terms of use.

III. Relationship to Other Agreements

Your enrollment in a Mobile Payment Service does not impact any other agreement we have with you. The terms of use for your Payment Card, provided at account opening and amended from time to time, remain in full force and effect regardless of whether or not you use the Mobile Payment Service.

IV. Eligibility

To authorize your use of an HHFCU-issued Payment Card within the selected Mobile Payment Service, your Payment Card and underlying account must be in good standing and you must not be restricted from using the Mobile Payment Service based on limitations imposed by the Mobile Payment Service provider, your wireless service provider, or any other third party.

V. Device Eligibility

You must have an eligible device in order to use this service. The Mobile Payment Service provider determines which devices are eligible to use with their service. Devices that are "jail-broken" or otherwise modified are not eligible to use the Mobile Payment Service.

Use of an ineligible device constitutes a breach of these Terms and is grounds for HHFCU to suspend, terminate, or deny access to your Payment Card within the service. HHFCU is not liable for the consequences of such suspension or termination.

VI. Fees

HHFCU does not charge any fees for using the Mobile Payment Service. Please review your HHFCU account agreement for any applicable fees, interest, or other charges associated with your Payment Card.

You are responsible for any fees or other charges imposed by your wireless carrier, Mobile Payment Service provider, or other third parties. HHFCU reserves the right to institute charges for account access or additional features in the future, but only with at least 30 days prior written and/or electronic notification.

VII. Suspension of Payment Card

HHFCU may block, suspend, or cancel the use of your Payment Card within the Mobile Payment Service at any time and for any reason, including suspected fraud, a lost or stolen device, or changes to applicable law.

VIII. Electronic Contact

You agree to receive electronic communications from HHFCU, including emails to the address associated with your Payment Card account, regarding your use of the Mobile Payment Service. You agree to update your email address promptly when it changes.

IX. Data Privacy

You agree that HHFCU may collect, transmit, store, and use certain information about you and your Payment Card transactions made through the Mobile Payment Service. Such data usage is governed by HHFCU's Privacy Policy.

You understand that Mobile Payment Service providers (Apple, Samsung, Google, etc.) and card networks (Visa®, Mastercard®, etc.) may have access to certain details regarding transactions and that such data is subject to their respective privacy policies, which HHFCU does not control.

X. Indemnity

You agree to indemnify, defend, and hold HHFCU harmless from and against any claims, damages, liabilities, costs, and expenses (including reasonable attorneys' fees) arising from your use of the Mobile Payment Service, your negligent or intentional actions, and/or any breach of these Terms and Conditions.

XI. Your Responsibilities

A. Payment Card Enrollment

You agree to follow the procedures adopted by the Mobile Payment Service provider and HHFCU to add your Payment Card to the Wallet. HHFCU may decline to add a card if we cannot authenticate it or

if we suspect potential fraud.

B. Reporting Lost or Stolen Devices

If your device is lost, stolen, or compromised, you must notify HHFCU immediately so we can disable your Payment Card for use with the Mobile Payment Service. Failure to promptly notify HHFCU may make you liable for losses associated with unauthorized transactions.

C. Security

You are solely responsible for maintaining the confidentiality of your Mobile Payment Service credentials, device password, and security features. Sharing them with others may allow them to use your Wallet and access your payment information.

D. Accurate Information

You represent that you are the legal owner of the accounts accessed through the Mobile Payment Service and that the information you provide is accurate and current.

Contact Information

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