

PURDUE FEDERAL CREDIT UNION VISA DIGITAL WALLET AGREEMENT

These terms and conditions ("Digital Wallet Agreement") are a legal agreement between you and Purdue Federal Credit Union ("Purdue Federal") that governs your access to and use of your eligible credit or debit cards ("Card" or "Cards") through a digital tokenization ("Digital Wallet"). The terms "you" and "your" throughout this Digital Wallet Agreement refer to primary cardholders and authorized users of credit cards and to joint accountholders and other authorized persons with a debit card linked to an account, and any other persons you authorize to use your Cards through a Digital Wallet and the terms "we" or "us" refer to Purdue Federal. The term "Digital Wallet" shall include the any Digital Wallet branded payment functionality and the Card provisioning functionality performed, and transaction history displayed, by the Digital Wallet application. We will determine, in our sole discretion, which Cards will be eligible for use through a Digital Wallet. Please review this Digital Wallet Agreement before you decide whether to accept it and continue with the addition of your Cards to a Digital Wallet. You consent to receiving the Digital Wallet Agreement electronically. By using a Card in a Digital Wallet you agree to only use your Card through the Digital Wallet in accordance with the Digital Wallet Agreement. If you do not agree to the Digital Wallet Agreement, then you may not add your Card to, or use your Card in connection with, any Digital Wallet. Your use of a Digital Wallet to purchase goods and services with your Card is governed by the applicable Visa Credit Card Disclosure and Agreement or Visa Business Credit Card Disclosure Agreement ("Card Agreement") between you and us with regard to credit cards and Your Guide to Member Services and Fee Schedule or Your Guide to Business Member Services ("GMS") between you and us with regard to debit cards. The applicable Card Agreement or GMS, as amended from time to time, are incorporated by reference as part of this Digital Wallet Agreement. You also acknowledge that your use of Digital Wallet is subject to the terms and conditions set forth by the particular provider with respect to the use of Digital Wallet.

1. **ENROLLMENT.** Digital Wallet is available to cardholders for the purposes of purchasing goods and services with a compatible wireless mobile device that contains a secure element ("EMD"), at near field communication ("NFC") enabled merchants and for in-app purchases at merchants that accept Digital Wallet as form of payment. Digital Wallet allows you to use your EMD to access and use your Cards to make such purchases in place of presenting or using your physical Card. To add your Card to Digital Wallet, you must register your Card through a Digital Wallet. You may be required to take additional steps to authenticate yourself before your Card is added to Digital Wallet, including by providing additional identifying information. By adding your Card to a Digital Wallet, a unique numerical identifier different from your Card number ("Token") will be added to the secure element of your EMD, for the purpose of making purchases and receiving refunds through Digital Wallet. Due to the manner in which a Digital Wallet operates, you may need to present your EMD at a merchant when you return an item purchased using a Digital Wallet on such EMD. You consent to us contacting your wireless service provider and authorize your wireless service provider to disclose your account/subscriber information, including (if available) name, address, device and location data, to allow verification of your identity and for validation of the information you provide to us. If your physical plastic Card is lost or stolen, but your EMD is not lost or stolen, you will need to register your new physical plastic Card in Digital Wallet and receive a new Token.
2. **USING YOUR CARD IN A DIGITAL WALLET.** Purchases you make with Digital Wallet using your credit Card or debit Card are governed by the Card Agreement or GMS, respectively. Please review the Card Agreement or GMS, as applicable, for important information on your rights and responsibilities when making purchases. You are solely responsible for maintaining the confidentiality of your user ID, passcodes and any other means that you may have to access Digital Wallet. If you share those credentials with any other person, they may be able to use your Cards and get access to your personal and payment information in Digital Wallet. If you share your credentials with another person you are authorizing that person to transact on your behalf as if they were an authorized user of your Cards. While we may permit Cards of two different people to be activated on one EMD at your request, we caution you against sharing your EMD and credentials. If your EMD is lost or stolen, your fingerprint identity or other passcode is compromised or your Card has been used through Digital Wallet without your permission, you must notify us immediately by calling (800) 627-3328. If you fail to notify us without delay, you may be liable for part or all of the losses in connection with any unauthorized use of your Card in connection with Digital Wallet; see your Card Agreement or GMS for full detail on unauthorized transactions. You acknowledge that your

EMD can be used to make purchases using Digital Wallet without waking the EMD. You agree and acknowledge that the transaction history displayed in Digital Wallet solely represents our authorization of your Digital Wallet transaction and does not reflect any post-authorization activity, including but not limited to clearing, settlement, foreign currency exchange, reversals, returns or chargebacks. Accordingly, the purchase amount, currency, and other details for your Digital Wallet transaction history in connection with use of your Card in Digital Wallet may be preliminary and may not match the transaction amount that ultimately clears, settles, and posts to your Card's billing statement. Your telecommunications carrier or provider may impose internet, data usage or text messaging fees or other charges for your use of Digital Wallet. Devices modified contrary to the manufacturer's software or hardware guidelines, including by disabling hardware or software controls—sometimes referred to as "jailbreaking"—are not EMDs. You acknowledge that the use of a modified device to use your Card in connection with Digital Wallet is expressly prohibited, constitutes a violation of this Digital Wallet Agreement and your Card Agreement or GMS, and is grounds for us to deny your access to your Cards through Digital Wallet.

3. **AUTHORIZATION TO COLLECT AND SHARE DATA.** You agree that we may collect, transmit, store, and use technical, location, and login or other information about you and your use of the Cards through a Digital Wallet. You acknowledge that (the provider of Digital Wallet technology that supports the Cards in Digital Wallet, as well as the provider's sub-contractors, agents, and affiliates, and (ii) Visa, U.S.A., Inc. as well as such network's sub-contractors, agents, and affiliates, will have access to certain details of your transactions made with merchants via use of your Cards through Digital Wallet. We will use, share and protect your personal information in accordance with our Privacy Notice available in your GMS. You acknowledge that the use and disclosure of any personal information provided by you directly to Digital Wallet provider, Visa, U.S.A., Inc., or other third parties supporting Digital Wallet, will be governed by such party's privacy policy and not our Privacy Notice.
4. **DISCLAIMER OF MERCHANT RELATIONSHIPS.** Merchants may present to you certain discounts, rebates or other benefits (e.g. free shipping) ("Offers") in Digital Wallet. Such Offers are subject to certain terms and conditions and may change at any time without notice to you. We will not be liable for any loss or damage as a result of any interaction between you and a merchant with respect to such Offers. Subject to applicable law and your Card Agreement or GMS, all matters, including delivery of goods and services, returns, and warranties, are solely between you and the applicable merchants. You acknowledge that we do not endorse or warrant the merchants that are accessible through a Digital Wallet or the Offers that they provide.
5. **CHANGES TO PARTICIPATION IN THE DIGITAL WALLET AND DIGITAL WALLET AGREEMENT.** Subject to applicable law, at any time we may (i) terminate your use of Cards in connection with a Digital Wallet, (ii) modify or suspend the type or dollar amounts of transactions allowed using Cards in connection with a Digital Wallet, (iii) change a Card's eligibility for use with a Digital Wallet and (iv) change the Card authentication process. We may change or modify this Digital Wallet Agreement, at any time without notice to you. We may revise this Digital Wallet Agreement at any time by updating this posting. You are bound by such revisions and should therefore visit this www.purdufed.com to review the current Digital Wallet Agreement from time to time.
6. **INTELLECTUAL PROPERTY.** All intellectual property rights including all patents, trade secrets, copyrights, trademarks and moral rights ("Intellectual Property Rights") in a Digital Wallet (including text, graphics, software, photographs and other images, videos, sound, trademarks and logos) are owned either by the Digital Wallet provider, us, our licensors or third parties. Nothing in this Digital Wallet Agreement gives you rights to any intellectual property owned by the Digital Wallet provider, us, our licensors or third parties and you acknowledge that you do not acquire any ownership rights by adding your Card to, or using your Card in connection with, a Digital Wallet.
7. **DISCLAIMERS OF WARRANTY.** Digital Wallet is provided by a third party provider, and without warranty from us. You acknowledge and agree that from time to time, your use of your Card in connection with Digital Wallet may be delayed, interrupted or disrupted for an unknown period of time for reasons we cannot control. Neither we nor our affiliates will be liable for any claim arising from or related to use of your Card through Digital Wallet due to such delay, interruption, disruption or similar failure. You acknowledge that we are not party to the terms and conditions for the Digital Wallet between you and the Digital Wallet provider and we do not own and are not responsible for the Digital Wallet. We are not

providing any warranty for Digital Wallet. We are not responsible for maintenance or other support services for Digital Wallet and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to Digital Wallet, including, without limitation, any third party product liability claims, claims that Digital Wallet fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of Digital Wallet, including those pertaining to Intellectual Property Rights, must be directed to the Digital Wallet provider. We do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your EMD. You are responsible for the selection of an EMD and for all issues relating to the operation, performance and costs associated with such EMD. LIMITATION OF LIABILITY TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE, OUR PROCESSORS, SUPPLIERS, OR LICENSORS (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF DIGITAL WALLET, INCLUDING YOUR USE OF YOUR CARD IN CONNECTION WITH DIGITAL WALLET. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF YOUR CARD IN DIGITAL WALLET. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, OUR PROCESSORS, SUPPLIERS, AND LICENSORS (AND THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF DIGITAL WALLET, INCLUDING YOUR USE OF YOUR CARD IN CONNECTION WITH DIGITAL WALLET; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM DIGITAL WALLET; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH DIGITAL WALLET BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH DIGITAL WALLET; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL WE, OUR PROCESSORS, AGENTS, SUPPLIERS, OR LICENSORS (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING \$500. THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

8. INDEMNITY. You will indemnify, defend, and hold us harmless (and our employees, directors, agents, affiliates and representatives) from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in this Digital Wallet Agreement, including any violation of our policies; (b) your wrongful or improper use of Digital Wallet, including willful misconduct or fraud; (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (d) your violation of any law, rule or regulation of the United States or any other country; (e) any other party's access or use of Digital Wallet with your fingerprint ID or other appropriate security or pass code.
9. REPRESENTATION AND WARRANTY. You represent and warrant to us that: (i) to the extent you identified a name at registration, the name identified by you when you registered your Card to be added to Digital Wallet is your name; (ii) the Card you added to Digital Wallet is your credit Card or debit Card; (iii) you have the authority to authorize the receipt of notices, calls and text messages from Purdue Federal at the phone number you provide; (iv) you and all transactions initiated by you will comply with all federal, state, and local laws, rules, and regulations applicable to you, including any applicable tax laws and regulations;

(v) you will not use your Card through Digital Wallet for any fraudulent undertaking or in any manner so as to interfere with the operation of Digital Wallet; and (vi) you are 18 years old or older and are capable of entering into this legally binding agreement.

10. GOVERNING LAW. The same laws that govern your account relationships with Purdue Federal as explained in your Card Agreement or GMS, as applicable, shall govern this Digital Wallet Agreement.
11. COMMUNICATIONS. As a condition of activating and using your Cards in Digital Wallet, you consent to receive certain messages on your EMD (i.e. SMS, MMS) from us. You also agree to receive notices, disclosures, and other communications from us by email to the email address on file for the relevant Card account, posting with your online account, posting on our website, or through the messaging capabilities of Digital Wallet. If at any time you revoke this consent, your Digital Wallet activation will be cancelled.

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