

### **Terms for adding your First Florida Credit Union Debit or Credit Card to a Digital Wallet.**

These Terms for adding your First Florida Credit Union Card to a Digital Wallet (the “Terms”) apply when you choose to add a First Florida credit card or debit card (“Card,” “FFCU Card”) to a Digital Wallet (“Wallet” or “Passbook”). In these Terms, “you” and “your” refer to the cardholder of the FFCU Card and “we,” “us,” “our,” and “FFCU” refer to the issuer of your Card, First Florida Credit Union.

When you add a FFCU Card to the Wallet (Passbook), you agree to these Terms:

1. **Adding Your Card.** You can add an eligible FFCU Card to the Wallet (Passbook) 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 an FFCU 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 FFCU Card is accepted.
2. **Your FFCU Card Terms Do Not Change.** The terms and account agreement that govern your Card do not change, and are not affected, 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. First Florida Credit Union does not charge you any additional fees for adding your 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.
3. **First Florida Credit Union is Not Responsible for the Wallet.** First Florida 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 your 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.
4. **Indemnity.** You agree to indemnify and hold the FFCU harmless from and against from and against any and all losses, claims, damages, liabilities, regulatory or civil actions, costs or expenses (including any attorneys' fees or other expenses reasonably incurred by us or you in connection with investigating any claim against us and defending any action and any amounts paid in settlement or compromise) that arise out of or are based upon (a) your use of the Wallet, (b) the failure of you, any Wallet, any Wallet service provider or any officers, employees or agents thereof to conform to any statutes, ordinances and other regulations and requirements of any governmental authority, (c) the negligence, gross negligence or willful action of you, any Wallet, any Wallet service provider or any officers, employees or agents thereof, (d) any breach by you of any term, condition, warranty, representation or any other portion of this Agreement or (d) any breach by you, any Waller, any Wallet service provider or

any officers, employees or agents thereof of any term, condition, warranty, representation or any other portion of any Wallet agreement . Our protections and your obligations set forth in this paragraph shall survive termination or expiration of this Agreement for any or no reason.

5. **Contacting You Electronically and by Email.** You consent to receive electronic communications and disclosures from us in connection with our 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 First Florida Credit Union account. It 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.
6. **Removing Your FFCU Card from the Wallet.** You should contact the Wallet provider on how to remove a Card from the Wallet. We can also block an FFCU Card in the Wallet from purchases at any time.
7. **Governing Law and Disputes.** These Terms are governed by federal law and, to that extent that state law applies, the laws of the State of Florida, excluding its choice of law rules. Disputes arising out of or relating to these Terms will be subject to any dispute resolution procedures in your Card agreement. In the event legal action is necessary to enforce this Agreement, the prevailing party has the right to payment by the other party of reasonable attorney's fees and costs, including any appeal and post-judgment actions, as applicable. Except as prohibited by applicable law, you and FFCU agree that such legal action shall be filed and heard in Duval County, Florida. Any disputes regarding this Agreement shall be within the jurisdiction of the courts of Duval County, Florida. Failure or delay in enforcing any right or provision of this agreement shall not be deemed a waiver of such provision or right with respect to any subsequent breach or a continuance of an existing breach. If any provision of this Agreement shall be held to be unenforceable, that provision will be enforced to the maximum extent possible, and the remaining provisions of this Agreement will remain in full force and effect.
8. **Ending or Changing these Terms; Assignments.** We can cancel Card eligibility or terminate these Terms at any time in our sole discretion. We can also change these Terms, or add or delete any items in these Terms, at any time, in our sole discretion. We will provide notice if required by law. We can also assign these Terms. These Terms will bind and inure to the benefit of our and your respective heirs, successors and assigns. You cannot change these Terms, but you can cease to be subject to these Terms as to future transactions by removing your FFCU Card from the Wallet. These Terms will continue to apply to any transactions processed prior to our receipt of confirmation that you have removed your FFCU Card from the Wallet. You may not assign these Terms.
9. **Privacy.** Your privacy and the security of your information are important to us. Our Privacy Notice, available on our website, applies to your use of your FFCU 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 and process the transactions 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 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.

10. **Notices.** We can provide notices to you concerning these Terms and your use of an FFCU Card in the Wallet by posting the material on our website, through electronic notice given to any electronic mailbox we maintain for you or to any other email address 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 1.800.766.4328.
11. **Questions.** 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 FFCU Card, then contact us at 1.800.766.4328.

**08/12/15**