

## TERMS AND CONDITIONS

### Apple Pay, Samsung Pay, Google Pay

**Note:** Items highlighted in **bold** reference to terminology defined in the appendix.

Thank you for being a Stanford Federal Credit Union member and requesting to use your **Card** with your eligible mobile communication device to enable you to make purchases on your **Card** through your device (the “Service”).

**PLEASE READ THESE TERMS AND CONDITIONS OF USE CAREFULLY BEFORE BEGINNING THE SERVICE.** You enable your **Eligible Device** to make purchases by incorporating and storing your **Provisioned Card** network token on your **Eligible Device**. When enabled, your **Eligible Device** becomes an **Enabled Device**. When you create, activate, or use your **Enabled Device**, you are agreeing to and are bound by these terms and conditions. If you do not want to agree and be bound by these terms and conditions, do not enable your **Eligible Device** and do not create, activate, or use the service on your **Eligible Device**.

In these Terms and Conditions, “you” and “your” refer to the **Cardholder** of the **Card** issued to the **Cardholder** by us. “We,” “us,” and “our” refer to Stanford Federal Credit Union, the issuer of your **Card**.

Stanford Federal Credit Union is not the provider of your **Eligible Device** nor do we provide the application software (app) that will enable your **Eligible Device** to become an **Enabled Device** which stored your **DPAN**. The app is provided by and available through a third party vendor. Your **Enabled Device**, when used in accordance with the instructions, should enable you to make a **Charge** to your **Provisioned Account**. We are not responsible to you for the operation of the **Program** and the operation may not be available at all times or be error free. You are responsible for the transactions conducted using your **Enabled Device**. You are responsible for the fees and charges associated with the **Service** and your use of your **Enabled Device** imposed by a **Payment Network** or your internet service, other wireless communication provider, or other third party, including, but not limited to, data transmission and usage fees.

Your **Provisioned Card** is subject to the same terms and conditions that governed your **Card** before it became a **Provisioned Card** and transactions successfully conducted using your **Enabled Device** are subject to the same rights and obligations as stated in your **Cardholder** agreement. Consult your **Cardholder** agreement for further information.

You are responsible to safeguard your **Enabled Device** and to keep your login and your service authentication credentials secure. You agree to call us at once if you believe your **Enabled Device** or your authentication credentials have been lost, stolen, or compromised in any way or you believe an unauthorized person has used or may use your **Enabled Device** or your authentication credentials.

If you notice the loss or theft of your **Card**, Account number, PIN, or **Eligible Device**, or a possible unauthorized use of your **Card** or possible unauthorized use of your **Eligible Device** to make purchases on your **Card**, you should call us immediately at the number listed on your periodic statement. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50.00. Your liability may be lower in cases of VISA Credit Card fraud in accordance with current VISA U.S.A., Inc. Operating Regulations and such liability may not apply when the Account and/or **Card** is used to make an electronic transfer.

In the event a use of the **Card**, Account number of the **Card**, or **Eligible Device** constitutes an Electronic Fund Transfer, the terms and conditions of the Credit Union's Electronic Fund Transfer Agreement and Disclosure shall govern such transactions to the extent the Electronic Fund Transfer Agreement and Disclosure expands or amends this Agreement or your Credit Card Agreement.

If your **Card** or your **Account** is not in good standing with us, then your **Card** is not eligible to become a **Provisioned Card** on your **Eligible Device**. We reserve the right, at any time and at our discretion, to: (a) refuse to allow you to associate an **Eligible Card** with an **Eligible Device**, (b) terminate your use of a **Provisioned Card** in an **Enabled Device**, and/or (c) block **Charges** intended to be made using your **Enabled Device**.

You are covered by our [Privacy Policy](#). You authorize us to provide information about you, your **Provisional Account**, and your **Provisioned Card** to third parties as we reasonably believe is required to allow your **Card** to become a **Provisioned Card** in your **Eligible Device**. Third parties to which we may provide such information hereunder include, but are not limited to, **Payment Networks** and software application providers. Information about you provided to third parties is covered by that particular party's privacy policy. We are not responsible and will not be liable to you for any breach of the obligation of confidentiality by any third party to whom we provide information in connection with the establishment or provision of the Service to you, provided we did so in good faith and with your approval that you have provided by your creation, activation or use of your **Enabled Device**. We may also use information about you and provide such information to others to improve our ability to provide the Service on condition that such information is not identifiable, directly or indirectly, as being about you.

You acknowledge that we are not the provider of the application software that enables your **Eligible Device** to become an **Enabled Device**. Use of your **Enabled Device** involves the electronic transmission of personal information through third parties. Because we do not control these third parties, we do not guarantee the privacy or security of the transmissions and shall not be responsible or liable to you for the performance or the non-performance of your **Enabled Device** or any third party not directly under our control. We do not represent or warrant that the **Service** will be available or error free.

We may process **Adjustments, Chargebacks, Merchandise Returns, and Claims** as provided in your **Cardholder** agreement.

We can change these Terms and Conditions at any time and from time to time, including adding or deleting provisions. Your continued use of the **Service** following such change is your

agreement to the change. We may terminate the **Service** in whole or in part for use by you at any time. Our obligation to provide notice to you of any termination or any change shall be as required by **Applicable Law**.

You may not change these Terms and Conditions and any change applicable only to you must be in writing and signed by us.

You consent to receive electronic communications and disclosures from us in connection with the **Service**, the **Program**, your **Provisioned Card**, your **Provisioned Account** and your **Enabled Device**. You agree that we may contact you by means of e-mail at any e-mail address you provide to us from time to time. In the event you change your e-mail address, you agree that we shall have a reasonable period of time to make the change on our systems. You agree to advise us promptly in the event your contact information changes.

We may provide notices to you concerning these Terms and Conditions, your use of the **Service**, the **Program**, your **Provisioned Card**, your **Provisioned Account**, and your **Enabled Device** to any e-mail or mailing address we have on file for you.

These Terms and Conditions are governed by federal and applicable state law and subject to the law of the state governing your **Account**. Disputes arising out of or in any way related to the **Service** or your **Card** are subject to the dispute resolution procedures of your **Account** or your **Cardholder** agreement if different from those governing your **Account**.

#### **APPENDIX – Definitions of Terms:**

1. **Account**: Any **Card** account you open with Stanford Federal Credit Union under which a purchase, cash advance, convenience check, or balance transfer transaction may be made by or to a **Person** (or any **Person** authorized by such **Person**) pursuant to your **Cardholder** agreement.
2. **Adjustment**: A **Charge** where the transaction amount is adjusted but not entirely reversed.
3. **Applicable Law**: All laws, rules, regulations, published standards, permits, judgments, writs, injunctions, rulings, published administrative guidance or other regulatory bulletins or published guidance, regulatory examinations or orders, and decrees and orders of any governmental authority.
4. **Card**: Any physical, digital, or virtual card or other payment device accessing an **Account** issued or made available by Stanford Federal Credit Union and offered on an applicable **Payment Network**.
5. **Cardholder**: A **Person** that has an **Account** with Stanford Federal Credit Union or whose name appears on the **Card**.
6. **Charge**: A payment, purchase, or cash advance made by means of a **Card**.

7. **Chargeback**: A **Charge** subject to reimbursement from a merchant to Stanford Federal Credit Union other than **Adjustments** or **Merchandise Returns**, under the agreement between acquirers and Stanford Federal Credit Union or applicable **Payment Network**.
8. **Claim**: Any claim (including counter or cross-claim) assertion, event, condition, investigation, proceeding, or examination not in the ordinary course, by any third party.
9. **DPAN**: (Device Primary Account Number also known as the “Digital” Primary Account Number) means the “network token” generated by the **Payment Network** or Stanford Federal Credit Union that identifies the **Provisioned Card** that is associated with the **Cardholder’s** FPAN and used by Stanford Federal Credit Union to identify the same **Card** and **Account** on which to **Charge** purchase transactions or other transactions using an **Enabled Device**.
10. **Eligible Card**: A **Card** offered by Stanford Federal Credit Union from time to time on a **Network** or a **Network Operated PN**.
11. **Enabled Device**: A mobile communications device storing the **Card** credentials of a **Cardholder**.
12. **Eligible Device**: A mobile communications device, such as a cell phone, that is capable of becoming an **Enabled Device** by means of an application software available by download from a third party, such as Apple, Inc.
13. **FPAN**: (Funding Primary Account Number) means the number of the actual **Account** appearing on the physical **Card** (or similar device) issued by Stanford Federal Credit Union.
14. **Improper Charge**: Any **Charge** to an **Account** initiated by a **Person** who is not authorized to make the **Charge**, including a fraudulent **Charge**.
15. **Merchandise Return**: A **Charge** that is subject to reimbursement by the merchant to Stanford Federal Credit Union arising from a merchandise return under agreement between acquirers and Stanford Federal Credit Union or under applicable **Network** rules.
16. **Network**: VISA U.S.A., Inc. and any other operator of a **Payment Network** available through Stanford Federal Credit Union.
17. **Network Operated PN**: Collectively **the Payment Networks** operated by **Network**.

18. **Payment Network**: Any one of VISA, MasterCard, Discover, American Express, or any other similar operator permitting a business or a consumer to engage in financial transactions using a credit, debit, or prepaid **Card**.
19. **Person**: Any individual, corporation, limited liability company, partnership, firm, joint venture, association, trust, unincorporated association, governmental authority, or other entity.
20. **Program**: A remote payment transaction initiated through an **Enabled Device**.
21. **Provisioned Account**: An **Account** associated with a **Provisioned Card**.
22. **Provisioned Card**: An **Eligible Card** that is associated with an **Enabled Device** so that the **Enabled Device** may be used to make a **Charge** to the **Provisioned Account** of the **Cardholder** of the **Card**.