

## Applicable Terms and Conditions When Adding a Honda FCU Card to a Digital Wallet

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE USING A HONDA FCU DEBIT OR CREDIT CARD IN A THIRD PARTY'S DIGITAL WALLET

### **Introduction**

These Digital Wallet Terms and Conditions ("Terms") apply when you add any eligible Honda Federal Credit Union debit card associated with a deposit account or credit card ("Honda FCU Card") to any third party's digital/electronic wallet (e.g. Apple Pay®, Google Pay™, Samsung Pay®, Fitbit Pay™, Garmin Pay™) that will permit you to make (i) contactless payments at merchants' contactless-enabled point-of-sale terminals or readers that accept contactless payments using an electronic wallet and/or (ii) in-app or other digital commerce payments at merchants participating in an electronic wallet ("Digital Wallet"). These Terms apply to you and anyone else you authorize to use or access your Honda FCU Card in a Digital Wallet. By adding your Honda FCU card to any Digital Wallet, you agree to these Terms. If you do not agree with these Terms, do not add a Honda FCU Card to any Digital Wallet. In these Terms "you" and "your" refer to the Honda FCU member accessing or using the Digital Wallet and "we", "our" and "Honda FCU" refer to Honda Federal Credit Union.

Honda FCU is not the provider of any Digital Wallet, and we are not responsible for providing any Digital Wallet service to you. Honda FCU is only responsible for supplying information securely to the Digital Wallet provider to allow usage of your Honda FCU Card in the Digital Wallet. We are not responsible for any failure of any Digital Wallet, for any errors or for delays caused by a Digital Wallet provider, or the inability to use a Digital Wallet for any transaction. Honda FCU is not responsible for the performance or non-performance of any Digital Wallet provider or any other third parties regarding any agreement you enter into with a Digital Wallet provider or associated third-party relationships that may impact your use of a Digital Wallet. Adding a Honda FCU Card to a Digital Wallet simply provides another way for you to make purchases or other transactions with your Honda FCU card.

### **Honda FCU Card Terms Remain Unchanged**

The terms and agreements that govern your Honda FCU Card and/or your Honda FCU accounts do not change when you add your Honda FCU card(s) to the Digital Wallet. The applicable Deposit Account/Truth in Savings Disclosure or Visa Disclosure/other account agreements that govern your Honda FCU card and/or your Honda FCU accounts, as amended from time to time (Other Honda FCU Agreements), are incorporated herein by this reference as part of these Terms. Please review the Other Honda FCU Agreements, as applicable, for important information on your rights and responsibilities when making transactions with your Honda FCU Card through a Digital Wallet.

### **Applicable Fees**

Any applicable interest, fees, and charges that apply to your Honda FCU card or Honda FCU accounts will also apply when you use a Digital Wallet to access your Honda FCU card, as applicable. Honda FCU does not charge you any additional fees for adding our cards to a Digital Wallet or using your Honda

FCU card in a Digital Wallet. The Digital Wallet provider and other third parties such as wireless companies or data service providers may charge you fees. You are solely responsible for reporting and paying any applicable taxes arising from transactions originated using your Honda FCU Card information transmitted by a Digital Wallet and you shall comply with any and all applicable tax laws in connection therewith.

### **Use or the Function of the Digital Wallet**

Adding your Honda FCU Debit/Credit Card. You can add an eligible Honda FCU Card to a Digital Wallet following the instructions given by the Digital Wallet provider. If your Honda FCU account is not in good standing or your account is frozen, then your Honda FCU Card will not be eligible to be added to a Digital Wallet. We may determine other eligibility criteria in our sole discretion. When you add a Honda FCU Card to a Digital Wallet, the Digital Wallet may allow you to (a) enter into transactions where the Digital Wallet is accepted, including the ability to use your Honda FCU Card to complete transactions at participating merchants' physical locations, e-commerce locations, and at ATM's; and (b) use other services that are described in the Digital Wallet provider's agreement or that they may offer from time to time. The Digital Wallet may not be accepted at all places where your Honda FCU Card is accepted. We reserve the right to terminate our participation in a Digital Wallet or with a Digital Wallet provider at any time and in our sole discretion.

One-Time Passcode. You may be required to further authenticate your identity when adding your Honda FCU card to a Digital Wallet by receiving a One-Time Passcode via email or text message. If you select to receive the passcode via text message, message and data rates may apply from your carrier.

Notifications. You hereby consent to Honda FCU and/or the Digital Wallet provider sending you notifications through the Digital Wallet application from time to time reflecting your Honda FCU Card account activity and/or marketing messages. If you do not wish to receive notifications, you may turn off these notifications through the device settings on your mobile phone or by the procedures established by your Digital Wallet provider.

Suspension/Removal of Card. Honda FCU reserves the right to discontinue offering or supporting use of your Honda FCU Card in the Digital Wallet for any reason and at any time. Unauthorized use of your Honda FCU Card in the Digital Wallet, including, but not limited to, unauthorized entry into Honda FCU's systems, misuse of passwords or misuse of any other information, is strictly prohibited, and will result in suspension and/or termination of your use of your Honda FCU Card in the Digital Wallet. Honda FCU may block, restrict, suspend or terminate your use of your Honda FCU Card in a Digital Wallet at any time without any notice and for any reason, including if you violate these Terms or any other agreements with Honda FCU, except as otherwise required by applicable law. You agree that Honda FCU will not be liable to you or any third party for any suspension, cancellation or termination of your use of your Honda FCU Card in a Digital Wallet.

### **Lost or Stolen Device Holding a Digital Wallet**

Call us immediately at 1-800-634-6632, or at the telephone number printed on the back of your Honda FCU Card, if you believe your phone, device, tablet, or authentication credentials holding or storing a

Digital Wallet with your Honda FCU Card has been lost, stolen or compromised in any way or an unauthorized person has used or may use your credentials or Honda FCU Card in a Digital Wallet without your authorization. Please refer to your Other Honda FCU Agreements for additional information on your liability for unauthorized transactions involving your Honda FCU Card.

### **Privacy and Security**

Your privacy and security of your information are important to Honda FCU. Our Privacy Policy (available online at: <https://www.HondaFCU.org>), as amended from time to time, applies to your use of your Honda FCU Card in a Digital Wallet. You may be provided with the ability to share your Honda FCU Card number (and other information) with Digital Wallet providers or a payment network, and you agree that we may share certain of your other information with the Digital Wallet providers, merchants, payment networks, and others in order to process transactions and allow you to use your Honda FCU Card in a Digital Wallet. This information helps us to add your Honda FCU Card to a Digital Wallet and to maintain your Honda FCU Card in the Digital Wallet. You further agree that we may share your information (e.g. billing address, phone number) with the Digital Wallet provider. We do not control the privacy and security of your information that may be held by the Digital Wallet provider and/or that is governed by the privacy policy given to you by the Digital Wallet provider.

### **Disclaimer, Limitation of Liability and Indemnification**

EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, YOUR USE OF YOUR HONDA FCU CARD WITH ANY DIGITAL WALLET AND/OR YOUR USE OF ANY DIGITAL WALLET ARE PROVIDED ON AN "AS IS" BASIS. WE DISCLAIM ALL WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, THOSE OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AVAILABILITY, CONFIDENTIALITY, SECURITY, OR PRIVACY. WE DO NOT WARRANT THAT YOUR USE OF YOUR HONDA FCU CARD WITH ANY DIGITAL WALLET AND/OR USE OF ANY DIGITAL WALLET WILL BE SECURE, UNINTERRUPTED OR ERROR FREE, OR FREE OF VIRUSES OR OTHER HARMFUL ELEMENTS.

EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, IN NO EVENT SHALL HONDA FCU, ITS AFFILIATES, AGENTS, EMPLOYEES, DIRECTORS, OR REPRESENTATIVES BE LIABLE FOR DEATH, PERSONAL INJURY, PROPERTY DAMAGE, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL OR FINANCIAL DAMAGES, LOST REVENUES, OR OTHER LOSSES OF ANY KIND, ARISING OUT OF THESE TERMS OR IN ANY WAY RELATED TO YOUR USE OR INABILITY TO USE YOUR HONDA FCU CARD IN ANY DIGITAL WALLET, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE SERVICES FAIL OF ITS ESSENTIAL PURPOSE. NOTHING IN THESE TERMS SHALL OPERATE SO AS TO EXCLUDE OR LIMIT HONDA FCU OR HONDA FCU SUPPLIERS' LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, BY ACCESSING YOUR HONDA FCU CARD IN A DIGITAL WALLET, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD HONDA FCU AND ITS AFFILIATES

HARMLESS FROM AND AGAINST ANY ACTUAL OR ALLEGED CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGEMENTS, DAMAGES, LOSSES, LIABILITIES, AND ALL COSTS AND EXPENSES OF DEFENSE (INCLUDING, BUT NOT LIMITED TO, REASONABLE ATTORNEYS' FEES AND COURT COSTS) ARISING OUT OF OR RELATING TO: (A) YOUR BREACH OF THESE TERMS OR ANY OTHER HONDA FCU AGREEMENTS; (B) YOUR VIOLATION OF ANY LOCAL, STATE, FEDERAL OR INTERNATIONAL LAW, RULE OR REGULATION; (C) A CLAIM BY A THIRD PARTY THAT IS BASED ON YOUR USE OF A DIGITAL WALLET; (D) INFORMATION OR MATERIAL POSTED OR TRANSMITTED THROUGH YOUR PHONE, COMPUTER, DEVICE, OR ACCOUNT, EVEN IF NOT SUBMITTED BY YOU; (E) ANY MISREPRESENTATION MADE BY YOU; AND/OR (F) YOUR AUTHORIZATION OF ANYONE ELSE TO USE YOUR PASSWORD. YOU WILL COOPERATE AS FULLY AND AS REASONABLY REQUIRED IN HONDA FCU'S DEFENSE OF ANY CLAIM. HONDA FCU RESERVES THE RIGHT, AT ITS OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND YOU SHALL NOT, IN ANY EVENT, SETTLE ANY MATTER WITHOUT THE WRITTEN CONSENT OF HONDA FCU. THESE TERMS SHALL OPERATE SO AS TO EXCLUDE OR LIMIT HONDA FCU OR HONDA FCU SUPPLIERS' LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW.

### **Governing Laws and Disputes**

These Terms, your use of your Honda FCU Card in any Digital Wallet, and any claim, dispute or controversy arising from or relating to these Terms are governed by and construed in accordance with United States federal law and the laws of the State of California.

Honda FCU reserves the right to change these Terms at any time and without notice as permitted by law, and your continued use of your Honda FCU Card in a Digital Wallet constitutes your agreement to all such changes.

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