

DIGITAL WALLET AGREEMENT

This Agreement is between you and Coast Capital Savings® Credit Union (“**CCS**”).

Your use of any eligible third party mobile payment or digital wallet service such as Apple Pay™ (each, a “**Digital Wallet**”) to make a payment with your eligible CCS member debit card (each, a “**Card**”) on an eligible mobile device (each, a “**Mobile Device**”) is governed by the terms of this Agreement and by the terms of your Personal Account and Services Agreement or Business Account and Services Agreement with CCS (each, an “**Account and Services Agreement**”). A copy of your Account and Services Agreement is available on CCS’ [Legal](#) webpage or at any CCS branch.

In exchange for CCS permitting you to add your Card to a Digital Wallet, you agree to the terms of this Agreement and the applicable terms of the Account and Services Agreement.

1) Introduction

A Digital Wallet allows you to make a payment with your Card by waiving your Mobile Device in front of a payment terminal or similar device, without needing to insert or swipe your Card in the payment terminal or similar device, and without necessarily having to enter your personal information number (“**PIN**”). Digital Wallets may be used at participating merchants, for payments up to a maximum amount determined by CCS, the merchant, or your Digital Wallet Provider.

Digital Wallets allow you to make payments using an added Card wherever that Digital Wallet is accepted. However, your Digital Wallet may not be accepted at all places where your Card is accepted.

2) Digital Wallet Provider

Digital Wallet services are provided by third parties (each, a “**Digital Wallet Provider**”), and not by CCS. You may only use the Digital Wallet services of a Digital Wallet Provider that has been approved by CCS, and CCS may withdraw that approval in its discretion for any reason. Your use of your Digital Wallet is governed by the agreement you enter into with your Digital Wallet Provider. Your Digital Wallet Provider is responsible for the availability and functionality of your Digital Wallet. CCS is not responsible for any problems you may experience with your Digital Wallet, or for your inability to use your Digital Wallet for any payment.

Please contact your Digital Wallet Provider to learn about the terms of its agreement with you for your use of your Digital Wallet, for any other limitations or restrictions related to your Digital Wallet, for information on which Mobile Devices are supported by your Digital Wallet, and for other minimum hardware and software requirements. For example, you may not be permitted to use a Digital Wallet if your Mobile Device’s operating system or software has been modified.

3) Use of Your Card in a Digital Wallet

To add your Card to your Digital Wallet, you must follow the instructions provided by your Digital Wallet Provider and any additional instructions provided by CCS. In some circumstances, CCS may not allow your Card to be added to your Digital Wallet. For example, CCS may not allow your Card to be added to your Digital Wallet if CCS cannot verify or authenticate your Card, if your account is not in good standing, or if CCS otherwise suspects that there may be fraud associated with your Card. CCS may terminate or suspend your use of your Card with a Digital Wallet for any reason at any time, and with or without prior notice to you.

4) Fees

CCS does not currently charge any additional service charges or fees when you use your Card through a Digital Wallet. However, CCS will continue to charge you for all interest, service charges, and fees generally applicable to your use of your Card or your account. Interest rates, service charges, and fees may change from time to time, as provided in your Account and Services Agreement.

You are responsible for any service charges or fees imposed on you by your Digital Wallet Provider, your wireless carrier, or any other third party. If you no longer wish to pay service charges or fees imposed on you by your Digital Wallet Provider, it is your responsibility to terminate your Digital Wallet services.

5) Transaction Limits

From time to time, CCS, merchants, or your Digital Wallet Provider may set transaction amount limits, which will prevent you from completing a payment that exceeds these limits. If you are prevented from completing such a payment, please use your physical Card to complete the payment.

6) Replacement Cards

If CCS issues you a replacement Card because your Card has expired or you have reported it as lost or stolen, and you wish to continue to use your Digital Wallet, then you will have to update your Digital Wallet account with the information from your new Card.

7) Privacy

You consent to the collection, use, and sharing of your personal information from time to time as provided in the CCS' [Privacy Policy](#), this Agreement, and your Account and Services Agreement, all of which may be amended, replaced, or supplemented from time to time.

CCS may share with or receive from your Digital Wallet Provider such personal information as may be reasonably necessary for CCS and your Digital Wallet Provider to determine your eligibility to use your Digital Wallet and any Digital Wallet features you may select. For example, such personal information might include your name, your email address, and Card details such as number and expiration date.

CCS may share with or receive from your Digital Wallet Provider, and other third parties, personal information about you, including your email address and other information related to your Card and use of your Digital Wallet, and may use such personal information, for the following purposes:

- a) To verify your identity;
- b) To facilitate any payment or other transaction initiated using your Card or Digital Wallet;
- c) To protect against fraud, and to maintain the security of your Card or Digital Wallet;
- d) To make information about your Card transactions and history available to you in your Digital Wallet;
- e) To provide or enhance CCS products or services and to help understand how CCS' members use Digital Wallets; and
- f) To assist your Digital Wallet Provider in providing services to you, performing its obligations and exercising its rights under the agreements it has with you or us, or improving its Digital Wallet service,

and for such other purposes as may be permitted under the CCS' Privacy Policy or your Account and Services Agreement.

CCS is not responsible for the collection, use, or disclosure of your personal information by your Digital Wallet Provider. Please contact your Digital Wallet Provider or review its privacy policies to learn how your Digital Wallet Provider collects, uses, and discloses your personal information.

8) *Third Party Agreements*

This Agreement only addresses the terms that apply between you and CCS relating to your use of your Card with your Digital Wallet. Your Digital Wallet Provider, your wireless carrier, and other third party websites or services related to your Digital Wallet, will each have their own terms of use or other agreements with you (each, a "**Third Party Agreement**"). You are subject to those Third Party Agreements when you give them your personal information, use their services, or visit their websites. It is your responsibility to read and understand the Third Party Agreements before using your Card with your Digital Wallet.

CCS is not responsible for, and does not provide any support or assistance for, your Digital Wallet, your Mobile Device, or any other hardware, software, products, or services. If you have any questions or issues related to your Digital Wallet, your Mobile Device, or any other hardware, software, products, or services, please contact your Digital Wallet Provider, your Mobile Device provider, or the provider of such other hardware, software, products, or services.

9) *Protecting Your Card on Your Mobile Device*

You must properly maintain the security of your Mobile Device by protecting it with a secure access code or biometric, by knowing its location at all times, and by keeping it up to date with the latest operating system software, security patches, and anti-virus and anti-spyware programs. You must only use the latest version of your Digital Wallet.

You must protect and keep confidential your user ID, passwords, and all other credentials required for you to login to your Mobile Device and to make payments with your Card using your Digital Wallet. If you share these credentials with another person, then any payments made by that person will be deemed to have been authorized by you.

You must ensure that only your credentials and fingerprints are registered on your Mobile Device. If the fingerprints or credentials of another person can be used to unlock your Mobile Device, then any payments made by that person will be deemed to have been authorized by you.

You must not use any Digital Wallet on a Mobile Device that you know or suspect has its security or integrity compromised (e.g. where the device has been “rooted”, “jailbroken”, or had its security mechanisms bypassed). If you do, then any payments made using that Mobile Device will be deemed to have been authorized by you.

If your Mobile Device is lost, stolen, or if you believe someone else has used or has discovered your Mobile Device or Digital Wallet login/authorization credentials, or the security of your Card, Mobile Device, or Digital Wallet has otherwise been compromised, you must immediately notify us in person or by telephone.

If you upgrade, change, sell, give away, or otherwise dispose of your Mobile Device, or if you temporarily give possession of your Mobile Device to any other person (for example, for repair purposes), you must delete your Card from your Mobile Wallet.

You must delete your Card from your Mobile Wallet if you terminate your Mobile Wallet service or on request by CCS.

You must immediately notify us if you believe there is an error on your account or suspect fraud with your Card.

10) Liability for Payments and Losses

You are liable for all authorized payments made using your Card through your Mobile Wallet by any person. Except as specifically set out in this Agreement, you are also liable for all unauthorized payments made using your Card through your Mobile Wallet that occur before CCS has received notice from you in person or by telephone that the Card, your PIN, or your Mobile Device may have been lost or stolen, made accessible to another person, or otherwise compromised. You are liable in each such case as if you had used your physical Card and entered your PIN for your Card in the payment terminal or similar device. This liability includes liability resulting from any entry error at a payment terminal or similar device as well as liability for funds that are accessible through a line of credit or overdraft protection. On notification as described above, CCS will promptly cancel the Card and/or the associated PIN and/or block the Card’s access to the Card Services, and your liability for further use of the Card will terminate.

If CCS is satisfied on a balance of probabilities that you are a victim of fraud, theft, or coercion by trickery, force or intimidation, that you did not acquiesce in or contribute knowingly to any improper

use of the Card or the Mobile Wallet, that you took reasonable steps to protect the confidentiality of the PIN, that you complied with the requirements in section 9 of this Agreement [Protecting Your Card on Your Mobile Device], that the improper use of the Card or the Mobile Wallet was not caused by or contributed to in any way by your Mobile Wallet Provider or any other service provider, that the improper use of the Card or the Mobile Wallet was not caused by or contributed to in any way by any security breach at or in connection with the systems of your Mobile Wallet Provider or any other service provider, and that you gave Proper Notice to CCS of each improper transaction within the time requirements of the Account and Services Agreement for giving of notice of errors, irregularities, and omissions, and if you co-operate fully in any investigation, then you will be entitled to recover from CCS any amounts debited from your Account through such improper use of the Card through your Mobile Wallet.

Use of your Card through a Digital Wallet is provided “as is” and “as available”. CCS does not operate any Digital Wallets or communications networks, and has no control over their operations. CCS will not be liable to you either directly or indirectly for any circumstances that interrupt, prevent or otherwise affect the functioning of your Digital Wallet or your use of your Card through your Digital Wallet, such as the unavailability of your Digital Wallet or your wireless service, communications outages or delays, or interruption of a wireless connection. CCS disclaims any responsibility for Digital Wallets or any wireless service used to access, use or maintain such services. CCS does not warrant that Digital Wallet services will be available to complete a payment, that a merchant will accept Digital Wallets, or that use of the services will be uninterrupted or error free. CCS is not responsible for any loss, damage, injury, or inconvenience you may suffer if a merchant refuses to accept your Digital Wallet.

The security of information provided to or stored by third parties in connection with your use of your Digital Wallet is outside of CCS’ control. CCS is not responsible if there is a security breach of a third party system affecting any information collected, stored or sent in connection with your use of your Digital Wallet. Use of your Digital Wallet involves the electronic transmission of personal information through third party connections. Because CCS does not operate or control these connections, CCS cannot guarantee the privacy or security of these transmissions. CCS is not responsible for your Mobile Device or the software or hardware it contains, and makes no representations, warranties, or guarantees regarding the same. CCS is not responsible for the security, accuracy, legality, appropriateness, or any other aspect of the content or function of your Digital Wallet or of any other party’s product or services.

Except as otherwise provided by law, in no event shall CCS, its direct or indirect subsidiaries, affiliates, agents, employees, service providers, or representatives be liable for any damages, claims or losses incurred (including direct, compensatory, incidental, special, indirect, punitive, exemplary, or consequential damages) arising out of this Agreement or in any way related to the use of, or inability to use, your Card through 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.

This section 10 shall survive any termination of this Agreement.

11) Changes to this Agreement

CCS may change the terms of this Agreement from time to time without giving you prior notice. If we make changes to this Agreement, we will inform you of the change by posting a revised version on www.coastcapitalsavings.com or by such other means as CCS considers appropriate. The date of the most recent version of this Agreement is shown at the top of this Agreement. Use of your Card with a Digital Wallet after the effective date of any change will be deemed acceptance of such change. If you do not accept a change to this Agreement, you must remove all of your Cards from all of your Digital Wallets.

12) Communicating with Us

You agree to receive electronic communications from us related to the use of your Card with your Digital Wallet, including emails to the email address you provided in connection with your CCS member account. If your email address or phone number changes, you must tell us by updating your online member profile or by calling us on the number printed on the back of your Card. You may also contact us if you would like to withdraw your consent to receive these electronic communications, but doing so will result in your inability to continue to use your Card with your Digital Wallet.

13) General

This Agreement is governed by the laws of the Province of British Columbia and the federal laws of Canada applicable in British Columbia, irrespective of where you downloaded or enabled your Digital Wallet.

The terms of this Agreement are in addition to and supplement the terms of your Account and Services Agreement. Use of your Card through your Digital Wallet is a Card Service and a Service under your Account and Services Agreement. All of the terms of your Account and Services Agreement applicable to general use of your Card apply to your use of your Card through your Digital Wallet, except that the terms under the heading Card Services - Liability do not apply and the terms under section 10 of this Agreement apply in their place.

The terms of your Account and Services Agreement are incorporated by reference into this Agreement as if set out in full in this Agreement. Terms having a meaning that is defined in your Account and Services Agreement will have the same meaning when used in this Agreement, unless otherwise defined or unless the context otherwise requires. For greater certainty, the terms of your Account and Services Agreement that limit the liability of, or require you to indemnify, CCS or its affiliates or any other person, apply to this Agreement and in respect of the services provided by CCS under this Agreement. If there is any inconsistency between a provision of this Agreement and a provision of your Account and Services Agreement, this Agreement will govern to the extent that there is any inconsistency in relation to Digital Wallets, but not otherwise.