

Alliant Credit Union Digital Card and Mobile Wallet Terms

These Terms for Adding Your Alliant Credit Union Card to a Mobile Wallet (the “Terms”) apply when you choose to add a digital version of an Alliant Credit Union credit card or debit card (“Card,” or “Alliant Card”) to a mobile wallet, offered through one or more software application(s) on your eligible device. Mobile Wallet services Alliant currently supports include Apple Pay®, Samsung Pay, Google Pay or any other Mobile Wallet (collectively referred to as “Mobile Wallet” or “Wallet”). In these Terms, “you” and “your” refer to the cardholder of the ALLIANT CREDIT UNION Card, and “we,” “us,” “our,” “Alliant,” and “ALLIANT CREDIT UNION” refer to the issuer of your Card, Alliant Credit Union. By adding your Card to a Mobile Wallet, you acknowledge and agree to the following terms and conditions, the terms and conditions disclosed in the applicable Credit Card Agreement, the Account Agreements and Disclosures, the Electronic Services Agreement and Disclosure, and any future amendments to these agreements or any other agreements applicable to a Card (collectively, the “Agreement”). Nothing in these Terms supersedes or otherwise modifies any Agreement you may have with Alliant concerning the terms and conditions applicable to your Card. These terms apply to you and anyone else you authorize to use your Mobile Wallet. **IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ADD OR USE YOUR CARD IN ANY MOBILE WALLET.**

1. **Eligibility.** You must have the power, authority, and capacity to accept these Terms before you can add your Card to or use your Card within a Mobile Wallet.

Only Cards that we indicate are eligible can be added to the Wallet. If your Card or underlying account is not in good standing or if you are not a member in good standing Alliant (as defined within the applicable account or card agreement), that Card may not be eligible to be added to the Wallet. We may determine other eligibility criteria in our sole discretion. Alliant reserves the right to restrict, suspend, cancel, or discontinue your right to use or add any Card in a Mobile Wallet

2. **Existing Agreements.** You agree that when you add your Card to a Mobile Wallet, your Card and account remain subject to the terms of all existing and applicable card or account agreements. Further, you agree that any applicable interest, fees, or charges that apply to your Card will also apply when you use the Card in a Mobile Wallet.
3. **Use of Cards in Mobile Wallets.** You can add digital versions of your Cards to numerous wallets using their respective supported devices and by following the instructions from the applicable Mobile Wallet provider. Mobile Wallet permits you to authorize payment in stores accepting contactless payments and online or in apps offering Mobile Wallet as a payment method. Adding or using a digital version of your Card simply provides another way for you to make use of your Card. The capabilities of your digital card are subject to the capabilities supported and permitted within the applicable Mobile Wallet in which you have added your card. The Wallet may not be accepted at all places where your Alliant Card is accepted.

You agree not to use or allow others to use your Card in a Mobile Wallet in any way that would violate any Agreement you have with us. Pursuant to your applicable Agreement(s) with Alliant, you are responsible for all transactions made using your Card from your Wallet(s).

Any time you use your Card as a method of payment within a Mobile Wallet with a specific merchant, you are authorizing Alliant to settle the payment for the applicable merchant's products or services with that Card in the applicable Mobile Wallet.

4. **Fees and Limitations.** Alliant Credit Union currently does not charge you any fees for the issuance of a digital Card adding your Card to a Mobile Wallet or using a Card in a Wallet. The Wallet provider and other third parties such as wireless companies or data service providers may charge you fees and you agree that you are responsible for all such fees. Disclosures for Alliant debit or credit cards can be found at <https://www.alliantcreditunion.org/disclosures>
5. **Alliant Credit Union Is Not Responsible for the Wallet.** Alliant Credit Union is not the provider of any Wallet or affiliated with any Provider, and we are not responsible for providing the Wallet service to you; nor are we not responsible for any failure to perform a transaction using a Wallet, the security, accuracy, legality, or any other aspect of the content or function of the Wallet or any third party's products or services provided in connection with the Wallet. 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 with the Wallet provider or associated third-party relationships that may impact your use of the Wallet.

6. **Security.** You are responsible for maintaining the confidentiality of any username or identification for your Wallet(s), as well as any applicable passwords and other means you may need to use from time to time have to access your Wallet and your supported device. If you share these credentials with any other person, you understand they may be able to use your Cards and get access to your personal and payment information available in your Wallet(s).

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using the Wallet. You are solely responsible for maintaining the confidentiality and security of your Wallet, your IDs, passwords, and any other means that you may have from time to time to access the Wallet and the device you use to access it. It is recommended that you use tracking features (e.g., "Find My iPhone") to avoid loss of your device. You should notify Us and the Wallet provider and request that we cancel your card if the device is lost or stolen, and it contains your Card information. We can also block an ALLIANT CREDIT UNION Card in the Wallet from purchases at any time, after you contact us.

7. **Communication.** By adding or using your Card in a Mobile Wallet, you consent to receive certain messages (SMS) on your supported device from us; your mobile network carrier's message and data rates may apply. You also consent to receive notices and other communications from us by e-mail to the e-mail address we have on file for the relevant Card account, posting within your online banking (OLB) account, the Alliant mobile application, or directly through any messaging capabilities of the Wallet(s). You agree to update your contact information with us when it changes. **Governing Law and Disputes.** These Terms are governed by federal law and, to the extent that state law applies, the laws of the state that apply to the agreement under which your Card is covered. Disputes arising out of or relating to these Terms will be subject to any dispute resolution procedures in the applicable Card agreement. **Terminating or Changing these Terms; Assignments.** We can terminate these Terms at any time. We can also change these Terms, or add or delete any items in these Terms, at any time. You are deemed to be aware of and have accepted any changes to these Terms by your continued access to or use of any Card in a Mobile Wallet. For a current version of these Terms, you agree to visit myalliant.com/digital-wallet.
8. **Privacy.** Your privacy and the security of your information are important to us. Our Privacy Notice (available online at myalliant.com/privacy) applies to your use of your ALLIANT CREDIT UNION Card in the Wallet. You understand and agree that we may share your information with the Wallet provider, a payment network, and others in order to provide the services 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; that is governed by the privacy policy given to you by the Wallet provider.
9. **Indemnity.** By accessing your Card through a Mobile Wallet, to the extent permitted by applicable law, you agree to indemnify, defend, and hold Alliant Credit Union harmless from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of your use of a Mobile Wallet, any negligent or intentional action or inaction, and/or any breach of the Terms. You agree that this paragraph shall survive the termination of this agreement for any reason.
10. **No Liability to Us for Your Use of a Mobile Wallet Service.** You expressly understand and agree that your use of a mobile wallet service is at your sole risk. Any material downloaded or otherwise obtained through the use of the wallet is obtained at your own discretion and risk, and alliant credit union is not responsible for any damage to your mobile device or loss of data that results from the download of any such material, whether due to any computer virus or otherwise. You agree that we will not be liable for any direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to damages for loss of profits, goodwill, use, data or other losses resulting from the use or the inability to use a mobile wallet incurred by you or any third party arising from or related to the use of, inability to use, or the termination of the use of a mobile wallet, regardless of the form of action or claim (whether contract, tort, strict liability or otherwise), even if we have been informed of the possibility thereof.

- 11. No Warranty.** Each mobile wallet is provided by its provider on an “as is” basis, without warranty of any kind. To the maximum extent permitted by applicable law, alliant credit union makes no representation or warranty of any kind as to the use of a mobile wallet, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and noninfringement. We make no warranty that a mobile wallet (i) will meet your requirements, (ii) will be uninterrupted, timely, secure or error-free, (iii) the results that may be obtained from a mobile wallet will be accurate or reliable, and (iv) any errors in a mobile wallet will be corrected. Including with respect to the accuracy or functionality of the mobile wallet, or the accuracy, validity, or completeness of any information available through the mobile wallet.
- 12. Questions.** If you have any questions, disputes, or complaints about the Wallet, contact the Wallet provider. If your question, dispute, or complaint is about your ALLIANT CREDIT UNION Card, then contact us at 800-328-1935 or send us a secure message via Alliant Online Banking or the Alliant Mobile Banking App.