
Buffalo Metropolitan Federal Credit Union Digital Wallet Service Disclosure and Agreement

These Terms of Use (the “Terms”) are a legal agreement between you and Buffalo Metropolitan Federal Credit Union (“the Credit Union,” “we” or “us”), regarding the use of your eligible Buffalo Metropolitan Federal Credit Union Mastercard credit or debit card (each, a “Card”) in certain supported mobile payment and digital wallet services (each a “Digital Wallet”) offered through one or more software application(s) on your eligible device (the “Device”). Digital Wallets we currently support include Google Pay offered by Google Payment Corp. (“Google”), Samsung Pay offered by Samsung Pay Inc. (“Samsung”), and Apple Pay offered by Apple Inc. (“Apple”). We may elect to support additional Digital Wallets from time to time, in our sole and absolute discretion. These Terms shall also apply to any such additional Digital Wallet. Google, Samsung, Apple, and any other provider of a Digital Wallet are each referred to in this Agreement as a “Provider” and collectively as “Providers”.

You may set up one or more Digital Wallets on your Device using the Provider’s software application, which will allow you to add your Card for use with the Provider’s Digital Wallet. Each Digital Wallet permits you to maintain a digital version of your Card on your Device, which may be used to authorize payment in stores accepting contactless payments and online or in apps offering the Digital Wallet as a payment method.

By enrolling in a Digital Wallet with a Credit Union card(s) you agree to the terms of this agreement. Use of enrolled cards in a Digital Wallet, the Digital Wallet provider allows you to use the Credit Union cards where the wallet is accepted, consistent with the terms and conditions of the Digital Wallet provider. The wallet may not be accepted at all places where your Credit Union card(s) is accepted. The Credit Union assumes no liability for transactions not accepted or completed using the Digital Wallet. By loading a Card into a Digital Wallet, you represent and warrant each time you do so that you are the cardholder whose name is embossed on the Card. You agree that, by loading your Card into the Digital Wallet, (a) you are requesting that one or more virtual card number(s) for that Card be created on your behalf, from time to time, that emulate your Card and may be used to access your Card account and authorize Card transactions, and (b) any future use of a virtual card number and the Digital Wallet to conduct a transaction shall be subject to the terms and conditions of your existing agreements with us governing the Card used in the transaction, as well as the terms and conditions of any agreement you have with any Provider. Such agreements may include the Card Regulations and Interest Rate and Interest Charges Disclosure for your Buffalo Metropolitan Federal Credit Union Credit Card(s) and your existing Debit Card Agreement and Disclosure Statement for your Buffalo Metropolitan Federal Credit Union Debit Mastercard(s), as each may be amended from time to time. Please refer to your Credit Union Membership Booklet for Disclosure of Account Terms, Fee Schedule, Check hold Policy and Funds Availability, and any applicable debit or credit card agreements all amended from time to time. These agreements are not affected, nor do

any terms or conditions change as a result of your use of a Digital Wallet. The Credit Union deserves the right, in our sole discretion, to change terms and conditions in this agreement at any time with or without notice.

You further agree that we may require you to take additional steps to confirm your identity before we provide you with a virtual card number and that we may refuse to provide you with a virtual card number at our sole discretion.

The following additional terms, notices and conditions apply to the use of your Card in a Digital Wallet:

1. **Cardholder Agreements.** Nothing in these Terms supersedes or otherwise modifies any agreement you may have with us concerning the terms and conditions applicable to your Card. If there is a conflict between any such agreement and these Terms, that agreement shall take precedence over these Terms.
2. **Software.** To utilize each Digital Wallet, you are required to utilize, download and/or install an application or other software from the Provider. The Provider may require that you install software updates from time to time.
3. **No Affiliation with the Providers.** Buffalo Metropolitan Federal Credit Union is not affiliated with any Provider and does not represent or endorse any Provider and has no responsibility for (a) the safety, quality, accuracy, reliability, integrity or legality of any product, offer, loyalty program or other item that may be stored, redeemed and/or utilized as part of any process related to any Digital Wallet, (b) the truth or accuracy of the description of any product or of any advice, opinion, offer, proposal, statement, data or other information displayed or distributed, purchased or paid for through any Digital Wallet, or (c) the availability, integrity, or security of any Digital Wallet.
4. **Availability.** The availability and functionality of each Digital Wallet, or any part thereof, depends on various factors and elements, including software, hardware and communication networks that are provided by third parties. These are not fault free, and the Credit Union does not warrant or guarantee that any Digital Wallet will operate without disruption, errors or interruptions, or that a Digital Wallet will be accessible or available at all times. While your account with the Credit Union remains active, you may continue to use your Card in the traditional manner even if the Digital Wallet is not properly functioning.
5. **Changes to Terms.** Buffalo Metropolitan Federal Credit Union may modify these Terms at any time. Your continued use of your Card through a Digital Wallet will indicate your acknowledgment of, and intent to be bound by, any modifications made subsequent to your initial acceptance of these Terms.

6. **Privacy.** Any personal information provided to a Provider shall be subject to the terms and conditions of that Provider's privacy policy.
7. **Unauthorized Use.** You agree not to use or allow others to use your Card in a Digital Wallet in any way that would violate any agreement you have with us, including, but not limited to, any prohibition on fraudulent or illegal activity contained in the agreement(s) governing your use of the Card. If you permit other persons to use your Card in a Digital Wallet, you are responsible for any transactions they authorize to the extent permitted by applicable law and the agreement(s) controlling the Card.
8. **Support.** If you have a Buffalo Metropolitan Federal Credit Union Debit or Credit MasterCard, and you believe you have lost your device or someone may have unauthorized access to your mobile device, you agree to immediately cancel your access to Digital Wallet associated with the mobile device. You agree to provide Buffalo Metropolitan Federal Credit Union with immediate notice in the event you suspect fraud or any unauthorized access to any of your accounts or if the device is lost or stolen – by contacting our member service center at (716) 847-6960. Upon such notice, Buffalo Metropolitan Federal Credit Union may disable your card(s).
9. **Notices.** We can provide notices to you concerning these terms and your use of a Buffalo Metropolitan Federal Credit Union Debit or Credit Card in the Digital Wallet by posting the material on our website, through electronic notice given to any 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 (716) 847-6960.
10. **Questions.** If you have any questions, disputes, or complaints about the Digital Wallet, contact the Digital Wallet Provider using the information given to you by the provider. For questions about your Buffalo Metropolitan Federal Credit Union Card(s), contact us at (716) 847-6960.
11. **Removing Card(s) from Digital Wallet.** You should contact the Digital Wallet provider on how to remove a Buffalo Metropolitan Federal Credit Union card from your Digital Wallet. Upon notification, we can block a Buffalo Metropolitan Federal Credit Union card(s) in the Digital Wallet from purchases.
12. **Third-party Fees.** You are responsible for any fees charged by any third party in connection with your use of a Digital Wallet, including, without limitation, your mobile telephone service provider, Internet provider; please refer to your service agreements with your Digital Wallet Provider. The Credit Union will not have information regarding fees imposed by a third party.
13. **Severability Clause.** If any term, provision, covenant or condition of these Terms is held by a court of competent jurisdiction to be invalid, void or

unenforceable, the remainder of the provisions of these terms shall remain in full force and effect and shall in no way be affected, impaired or invalidated.

14. **Applicable Law.** These Terms are governed by, and shall be construed in accordance with, the laws of the State of New York.
15. **No Warranty.** EACH DIGITAL WALLET IS PROVIDED BY ITS PROVIDER ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, CITIZENS BANK DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MARKETABILITY, TITLE, QUALITY, AND NON-INFRINGEMENT. BUFFALO METROPOLITAN FEDERAL CREDIT UNION EXPRESSLY DISCLAIMS ANY WARRANTIES OF ANY KIND WITH RESPECT TO EACH DIGITAL WALLET, INCLUDING WITH RESPECT TO THE ACCURACY OR FUNCTIONALITY OF THE DIGITAL WALLET, OR THE ACCURACY, VALIDITY, OR COMPLETENESS OF ANY INFORMATION AVAILABLE THROUGH THE DIGITAL WALLET.
16. **Limitation of Liability.** EACH DIGITAL WALLET IS PROVIDED BY ITS PROVIDER ON AN "AS IS" BASIS. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL BUFFALO METROPOLITAN FEDERAL CREDIT UNION, OUR PROCESSORS, SUPPLIERS, OR LICENSORS (OR OUR OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF A DIGITAL WALLET, INCLUDING YOUR USE OF YOUR CARD IN CONNECTION WITH A DIGITAL WALLET. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF YOUR CARD IN A DIGITAL WALLET. IN NO EVENT SHALL WE, OUR PROCESSORS, AGENTS, SUPPLIERS, OR LICENSORS (OR OUR OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING \$500. THESE LIMITATIONS OF LIABILITY APPLY WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATIONS OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.