



## Mobile Payment Service/ Device Terms and Conditions

These Terms and Conditions govern your use of eligible debit or credit cards issued by FedEx Employees Credit Association (each, a "Payment Card") when you add, attempt to add, or keep a Payment Card in any mobile wallet ("Wallet") on any iPhone®, iPad®, or other mobile device ("Device") that supports the Wallet.

These Terms and Conditions also represent your agreement with FedEx Employees Credit Association regarding the use of your eligible debit or credit card account with a mobile payment service. Within these Terms, "you", "your", or "user" refer to the member whose name is located on the Payment Card or any authorized user of the Payment Card. "We", "our", or "us" refer to FedEx Employees Credit Association. Mobile Payment Service refers to the mobile payment service provided by Apple, Samsung, Google, or any other provider. The Mobile Payment Service herein includes the Wallet.

### I. Mobile Wallet Payment Service

Mobile Payment Service is available for the purpose of purchasing goods and services using a compatible wireless mobile phone or device with merchants who accept the selected Mobile Payment Service as a form of payment. These Mobile Payment Services enable you to create and store virtual representations of your eligible FedEx Employees Credit Association debit or credit cards and add account information on your supported device creating a mobile Wallet that will permit you to use your Wallet to authorize and make payments at merchant's point of sale terminals or readers without your plastic Payment Card. Your Wallet may not be accepted at all places where your Payment Card is accepted. The purchase transactions with your Payment Card as a Wallet will still be governed by your FedEx Employees Credit Association Payment Card Agreements. The selected Mobile Payment Service Terms & Conditions for the Service (Apple Pay, Samsung Pay, and Google Pay) describe your rights and obligations regarding the Service.

### II. Relationship to Preferred Mobile Payment Service

The service is a one offered exclusively by the applicable company using eligible devices. FedEx Employees Credit Association does not own, operate, or control any of the Mobile Payment Services (including the Wallet), and is not responsible for any service provided to you by the applicable party or by any third party engaged by them. We likewise are not responsible for any information or other services provided to you by the Mobile Payment Service provider or any other third parties associated with the service. We are not liable for any failure or performance of the service. You understand that your use of the service will also be subject to agreements or terms of use with them or other associated parties.

### III. Relationships to Other Agreements

Your enrollment into any Mobile Payment Service does not impact any other agreement we have with you. The terms of use for your Payment Card which were provided to you at account opening and amended from time to time remain in full force and effect regardless of whether or not you use the Mobile Payment Service.

### IV. Eligibility

In order for us to authorize your use of your FedEx Employees Credit Association issued Payment Card within the selected Mobile Payment Service, your Payment Card and the underlying account must be in good standing and you must not be restricted from using the Mobile Payment Service based upon any

limitations imposed by the applicable mobile service company, your wireless service provider, and / or any third party associated with the applicable mobile service company.

#### V. Device Eligibility

You are required to have an eligible device in order to use this service. The Mobile Payment Service provider, at its sole discretion, determines which devices are eligible to be used with their service. Devices which have been unlocked in an unauthorized fashion ("jail-broken") or otherwise modified are not eligible to use the Mobile Payment Service.

You acknowledge that use of an ineligible mobile device with the service is expressly prohibited, constitutes a breach of these Terms and is grounds for us to temporarily suspend, permanently terminate, or otherwise deny further access to your Payment Card in the service. We are not liable to you for the effects (third party or otherwise) of such termination or suspension.

For a complete list of eligible devices that support your preferred Mobile Payment Service, please contact them directly.

#### VI. Fees

We do not charge any fees for using the selected Mobile Payment Service. Please review your FedEx Employees Credit Association account agreement for any applicable fees, interests, or other charges associated with your Payment Card. You are responsible for any fees or other charges that your wireless carrier, the mobile payment service provider, or other third parties may impose. We reserve the right to institute charges for account access or for additional transactions or features in the future, but only after written and/or electronic notification to you at least 30 days in advance of the date such charges will take effect.

#### VII. Suspension of Payment Card

We may block, suspend, or cancel use of your FedEx Employees Credit Association issued Payment Card within the Mobile Payment Service. We may take these actions at any time and for any reason, such as if we suspect fraud with your Payment Card, your Device becomes lost or stolen, or if applicable laws change.

#### VIII. Electronic Contact

You agree to receive electronic communications from us, including emails to the email address you have provided in connection with your Payment Card account. These electronic communications will relate to your use of your preferred Mobile Payment Service. **You agree to update your email address promptly when it changes by contacting us.**

#### IX. Data Privacy

You agree that we may collect, transmit, store, and use certain information about you and your use of your Payment Card in the Mobile Payment Service. The transmission, storage, and usage of this data are governed by the privacy policy applicable to your Payment Card or the underlying account.

You understand and acknowledge that third parties, such as Apple, Samsung, Google and Visa will have access to certain details regarding eligible Payment Card transactions made using the Mobile Payment Service.

You understand that information that is provided to or held by any of the Mobile Payment Service providers or other third parties in relation to the service is outside the control of FedEx Employees Credit Association. Any information you disclose to the Mobile Payment Service provider or any other third party is subject solely to their security policies and governed by their respective privacy policies and not the

FedEx Employees Credit Association privacy policy applicable to your Payment Card or the underlying account.

#### X. Indemnity

You agree to indemnify, defend, and hold FedEx Employees Credit Association harmless from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of your use of the Mobile Payment Service, any negligent or intentional action or inaction, and/or any breach of the Terms and Conditions of this Agreement. You agree that this paragraph shall survive the termination of this Agreement for any reason

#### XI. Your Responsibilities

##### A. Payment Card enrollment in the Wallet

If you want to add a Payment Card to the Wallet, you agree to follow the procedures adopted by the Mobile Payment Service provider and any further procedures we adopt. We may not add a Payment Card to the Wallet if we cannot authenticate the Payment Card or if we otherwise suspect that there may be fraud associated with the Payment Card. The Wallet allows you to make purchases using an added Payment Card wherever the Wallet is accepted. The Wallet may not be accepted at all places where your Payment Card is accepted.

##### B. Report Lost or Stolen Devices or Payment Cards

If you enroll in a Mobile Payment Service and your device is lost or stolen, or you have reason to believe that your device has been compromised, including that of your fingerprint reader, PIN, or other security device, you agree to contact us immediately so that we can take action to disable your Payment Card for use within the service. Given that your device can be used like a Payment Card to make purchases, you must notify us in the event your device is lost or stolen with the same urgency as if your actual Payment Card is lost or stolen. If you fail to notify us, you may be liable for all or a portion of the losses associated with unauthorized use of your Payment Card whether that use was through the service or not.

##### C. Security

You are solely responsible for maintaining the confidentiality of your Mobile Payment Service User ID, passwords, device passwords and any other means that you may use to securely access the Mobile Payment Service on your device. If you share these credentials with anyone, that person may be able to use your Wallet to make purchases or obtain access to your personal and payment information available through the Mobile Payment Service.

You agree to safeguard your device at all times and not leave it unattended.

##### D. Account Ownership/Accurate Information

You represent that you are the legal owner of the account(s) and other financial information which may be accessed via the Mobile Payment Service. You represent and agree that all information you provide to us in connection with the Mobile Payment Service is accurate, current and complete. You agree not to misrepresent your identity or your account information. You agree to keep your account information confidential, current and accurate. You represent that you are an authorized user of the Device you will use to access the Mobile Payment Service.