



WHY JUST BANK WHEN YOU CAN BELONG.

## Digital Wallet Terms and Conditions

### Digital Wallet Terms and Conditions (Retain for your records)

These Terms and Conditions (the “Terms”) apply when you add a Great Basin credit card or debit card (“Great Basin Card”) to a Mobile Wallet Service. In these Terms, “you” and “your” refer to the holder of the Great Basin Card, and “we,” “us,” “our,” and “Great Basin” refer to the issuer of your Great Basin Card. “Platform Provider” means the third party mobile payment enabler that supports or provides the Mobile Wallet Service to Great Basin for your use. By selecting the check box entitled “I have read, and I understand and agree to the Great Basin Mobile Wallet Service Terms and Conditions,” you agree to all terms, conditions, and notices contained in these Terms.

The Mobile Wallet Service (the “Service”) permits you to add your Great Basin Cards to an application using your Mobile Device, allowing you to make (i) contactless payments at merchants’ contactless-enabled point-of-sale terminals or readers that accept contactless payments using a mobile Card (in lieu of you presenting your physical Card) and (ii) in-app or other digital commerce payments at merchants participating in the Services. Your Great Basin Card number is replaced with a digital number or token. Once added, you may use your Mobile Device to make payments only where the Service is accepted. Great Basin is not the provider of the Service and is not responsible for any failure or inability to perform a transaction using the Service. We are only responsible for supplying information securely to the Platform Provider to allow usage of the Great Basin Card in the Service.

**1. Eligibility:** Active Great Basin Card accounts in good standing are eligible to be added to the Service. If your Great Basin Card or the underlying Great Basin account becomes delinquent, is in a negative status or is otherwise maintained in an unsafe manner as determined by Great Basin in its sole discretion, your Great Basin Card may be removed by Great Basin from the Service.

**2. Other Agreements:** You agree that when you add your Great Basin Card to the Service, your Great Basin Card and account will remain subject to the terms and conditions of all existing agreements with Great Basin, including your Visa Debit Agreement, Visa Credit Card Agreement, Electronic Funds Transfer Disclosure and corresponding fee schedules (as amended, the “Other Agreements”). You acknowledge that certain message and data rates may apply from your wireless service providers and/or wireless carriers which might impact your use of the Service. For example, your mobile service carrier or provider may impose data usage or text charges for your use of or interaction with the Service. You expressly agree that you are responsible for all such fees and restrictions and that we may contact you via your Mobile Device for any purpose concerning your accounts at Great Basin, including account servicing and collection purposes.

**3. Account Ownership/Accurate Information:** You represent that you are the legal owner of the account and other financial information which may be accessed via the Service. You represent that all information you provide in connection with the Service is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of operating the Service. You agree not to misrepresent your identity or your account information.





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**4. Privacy and Security:** Once you have added your Great Basin Card to the Service, Great Basin is responsible for securely transmitting your information to the Platform Provider. Your information is only sent through secure channels. You agree that we may share your information with the Platform Provider, a payment network, and others in order to provide the services you have requested, to make information available to you about your Great Basin Card transactions, and to improve our ability to offer these services. We do not control the privacy and security of your information that may be held by the Platform Provider and that is governed by the privacy policy given to you by the Platform Provider. You agree not to leave your Mobile Device unattended while logged into the Service and to log off immediately at the completion of each access by you. You agree not to provide your password or other access information to any other person. If you believe that someone may have unauthorized access to your Mobile Device, you agree to immediately cancel your access to the Service associated with the Mobile Device. You agree to provide us with immediate notice in the event you suspect fraud or any unauthorized access to any of your accounts at Great Basin FCU. You agree to comply with all applicable laws, rules and regulations in connection with your Great Basin Card. Subject to the Other Agreements referenced above, you are responsible for all transactions made using your Great Basin Cards.

You agree to take every precaution to ensure the security and integrity of your account and transactions when using the Service, including any security features and procedures the Platform Provider and your mobile device may contemplate to protect against unauthorized use of any of your Great Basin Cards.

**5. Changes to Terms:** Except as otherwise prohibited by law, Great Basin may in its sole discretion change the Terms, and modify or cancel the eligibility to use your Great Basin Card with the Service at any time, without notice. Your continued use of the Service after such changes have been made constitutes your agreement to the new terms, even if you have not reviewed the changes. You cannot change the Terms but you can terminate the Service by removing your Great Basin Card(s) from the Service.

We reserve the right to discontinue offering or supporting any Great Basin Card within the Service or to not participate in the Service for any reason. Except as otherwise required by applicable law, we may block, restrict, suspend or terminate your use of any Great Basin Card within the Service at any time without notice and for any reason, including if you violate these Terms or any of your Other Agreements, if we suspect fraudulent activity, or as a result of the cancellation or suspension of your Great Basin Card account. You agree that we will not be liable to you or any third party for any block, suspension, or termination of your use of any Great Basin Card or the Service.

### **6. Exclusion of Warranties; Limitation of Liability; Indemnification**

YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICE IS AT YOUR OWN RISK. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE





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USE OF THE SERVICE IS OBTAINED AT YOUR OWN RISK, AND GREAT BASIN 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. GREAT BASIN MAKES NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF THE SERVICE.

You will indemnify, defend, and hold us harmless (and our employees, directors, agents, affiliates and representatives) from and against any and all claims, costs, losses, or damages (including reasonable attorneys’ fees) arising out of any claim, action, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in the Terms; (b) your wrongful or improper use of the Service, including willful misconduct or fraud; (c) your violation of any third-party right, including any right of privacy, publicity rights or intellectual property rights; or (d) your violation of any law, rule or regulation of the United States or any other country.

### 7. Third Party Agreements:

The Terms only address the terms and conditions that apply to your use of your Great Basin Card(s). The Platform Provider, your wireless carrier, and other third party websites or services integrated in the Services have their own agreements (“Third Party Agreements”) and you are subject to those Third Party Agreements when you give them your personal information, use their services or visit their respective sites. Great Basin is not responsible for the security, accuracy, legality, or any other aspect of the content or function of the Platform Provider’s or any third party’s products or services.

### 8. Merchant Disclaimers:

Merchants may present to you discounts, rebates or other benefits within the Service. Such offers are subject to certain terms and conditions and may change at any time without notice to you. We will not be liable for any loss or damage as a result of any interaction between you and a merchant with respect to such offers. Subject to applicable law and the Other Agreements, all matters, including delivery of goods and services, returns, and warranties, are solely between you and the applicable merchants. You acknowledge that we do not endorse or warrant the merchants that are accessible through the Service or the offers that they provide.

### 9. Non-waiver:

Great Basin’s failure to enforce any provision of these Terms or any additional terms shall not be deemed a waiver of such provisions nor of its right to enforce such provision. If any part of the Terms are found void and unenforceable, it will not affect the validity of the balance of the Terms, which shall remain valid and enforceable.

