



## Mobile Wallet Disclosure

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The following terms and conditions ( "Terms of Use") govern your use of any Mobile Card in Mobile Wallet or related Mobile Wallet features or services (collectively, the "Mobile Wallet Services") available on payment-supported iOS devices commercialized by Mobile Wallet from time to time ("Supported iOS Devices"). These Terms of Use are a legal agreement between you and the Credit Union ("we" or "Credit Union"). They apply to you and anyone else you authorize to use your Mobile Card(s) and govern all Mobile Cards (Credit Union Access Device such as a credit card, debit/ATM card or other access device as defined by your other agreements with the Credit Union, which are incorporated herein by reference. To the extent that any provision of these Terms of Use conflict with any provision of your other agreements these Terms of Use shall govern) you may create in Mobile Wallet.

- These Terms of Use govern your access to and use of your Mobile Card only as between the Credit Union and you. Your wireless carrier, and other third party services or websites incorporated in the Mobile Wallet Services may have their own terms and conditions and privacy policies ("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 websites.
- These Terms of Use only address the terms and conditions that apply to your use of your Mobile Card(s). Your wireless carrier, and other third party websites or services integrated in the Mobile Wallet Services have their own 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. The Credit Union is not responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or function of Mobile Wallet or any third party's products or services.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE CREATING, ACTIVATING OR USING YOUR MOBILE CARD, BECAUSE BY DOING SO, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS OF USE, YOU MUST NOT CREATE, ACTIVATE OR USE A MOBILE CARD.

### **RELATIONSHIP TO MOBILE WALLET.**

The Mobile Wallet service is a service offered exclusively by Mobile Wallet using eligible devices. LGE Community Credit Union does not own, operate, or control Mobile Wallet, and is not responsible for any service provided to you by Mobile Wallet or by any third party engaged by Mobile Wallet e. We likewise are not responsible for any information, other services provided to you by Mobile Wallet, or any other third parties associated with the Mobile Wallet service. LGE Community Credit Union is not liable for any failure or performance of the Mobile Wallet service, or other non-credit union parties.

### **RELATIONSHIPS TO OTHER LGE COMMUNITY CREDIT UNION AGREEMENTS.**

Your enrollment into the Mobile Wallet service does not affect any other Agreement we have with you. You affirmatively consent to conduct business with us and acknowledge that this Service will not supersede, replace, or otherwise modify the terms of any LGE Community Credit Union Card Agreement, LGE Community Credit Union Membership Agreement or any other LGE Community Credit Union product or service agreement. Where these

Terms and Conditions may be interpreted to contradict a LGE Community Credit Union Card Agreement, LGE Community Credit Union Membership Agreement, or other LGE Community Credit Union product or service agreement, such Agreement will take precedence over these Terms and Conditions, and are incorporated herein by this reference.

### **FEES.**

While we do not charge any fees for adding a Card to Mobile Wallet; however, you are responsible for any applicable fees, interest, or other charges by non-Credit Union parties (your telecommunications, mobile, internet, or other service provider, or by any merchant or any other third party) in connection with your use (such as data usage or text messaging charges imposed on you by your wireless carrier) and will be subject to any restrictions those third parties may impose. You agree to be solely responsible for all such fees and agree to comply with such limitations and restrictions.

### **ARBITRATION.**

That arbitration provision applies as well to any disputes between you and us arising from these Terms of Use or your creation, access to or use of any of your Mobile Cards and your use of any Eligible Card (as defined below) within the Mobile Wallet Services environment. By using any Eligible Card or Mobile Card, you agree to be subject to and comply with the terms of these Terms of Use and the Card Agreement for your Card(s). Disputes arising out of or relating to these Terms and Conditions will be subject to any dispute resolution procedures in your LGE Community Credit Union Card Agreement, LGE Community Credit Union Membership Agreement or any other LGE Community Credit Union product or service agreement.

### **USE OF YOUR MOBILE CARDS.**

Mobile Wallet enables you to create virtual representations of your Eligible Cards on your Supported iOS Device that will permit you to use your Supported iOS Device 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 Eligible Card) and (ii) in-app or other digital commerce payments at merchants participating in the Mobile Wallet Payment Services. You agree to use the Mobile Card only with a Supported iOS Device properly equipped with Mobile Wallet and to comply with all terms and conditions applicable to the Mobile Wallet Services. Please contact your carrier if you have questions about the Supported iOS Devices that are eligible for use with the Mobile Wallet Services. Your ability to use Mobile Wallet may not be available at all locations where your Card is otherwise accepted.

When you select an Eligible Card to use with Mobile Wallet, certain account information for the Eligible Card will be transmitted to and stored within your Supported iOS Device to facilitate your participation in Mobile Wallet Services. Once the account information for an Eligible Card has been stored on your Supported iOS Device, it is represented by a Mobile Card within Mobile Wallet. By selecting a Mobile Card and placing your Supported iOS Device near a merchant's contactless-enabled point-of-sale terminal or reader or using that Mobile Card for an in-app purchase, you are authorizing the payment for the merchant's products or services with that Mobile Card through the Mobile Wallet Services. Purchases or other transactions you make with any of your Mobile Card(s) are governed by the Card Agreement for the Eligible Card you used to create your Mobile Card. If a problem arises with the product or service you purchased through use of the Mobile Card, you first should try to resolve the problem directly with the merchant, but you may also have rights under your Card Agreement or otherwise under applicable law.

## **ELIGIBILITY.**

You must have the power, authority, and capacity to accept these Terms of Use. Mobile Wallet, at its sole discretion, determines which devices are eligible to be used with the Mobile Wallet service. LGE Community Credit Union is not liable to you for the effects (third party or otherwise) of termination or suspension.

## **PRIVACY.**

### *What the Credit Union Collects*

When creating your Mobile Card, we collect certain information from Mobile Wallet to verify your identity, to enable you to use a Mobile Card and facilitate your participation in the Mobile Wallet Services. You authorize the Credit Union to collect, use and share your information in accordance with the applicable Credit Union Consumer Privacy Policy and Online Privacy Statement, as they may be amended from time to time, and which are available at [www.lgeccu.org/disclosures.html](http://www.lgeccu.org/disclosures.html) and your current provider can be found on their website. To facilitate your participation, also note that we will make certain account information relating to each Eligible Card you have selected to use with Mobile Wallet available for display, including your most recent transaction data, but not your full Eligible Card account number. You agree that we may also collect and use technical data and related information, including, but not limited to technical information about your Supported iOS Device gathered periodically to facilitate the updates to our services. We may use this information as long as it is in a form that does not personally identify you, to improve our products or to provide services or technologies to you.

### *What Others Collect*

We will disclose information to Mobile Wallet and other third parties about your Card as necessary to add and enable your Card to operate for Mobile Wallet and to facilitate transactions you initiate using the Service. LGE Community Credit Union will disclose information only in accordance with our Privacy Policy; please refer to our Privacy Policy for complete information. You should refer to your carrier's Privacy Policy for information on their privacy practices. As stated at the beginning of these Terms of Use and in the Third Party Agreements, the Credit Union is not responsible for the Mobile Wallet Services or any other services offered by your wireless carrier or any third party. Accordingly, any information you provide to Mobile Wallet or that is collected or accessed in the course of your use of a Mobile Card or Mobile Wallet, is subject to Third Party Agreements, and is not governed by our Privacy Policy or these Terms of Use.

## **SECURITY.**

You understand the prevention of unauthorized usage of your accounts associated, and you agree to ensure the security of any personal mobile device. You acknowledge that the internet is inherently insecure, and that all data occurring on the internet can be potentially monitored and read by others without the proper installation of, but not limited to, antivirus software, firewall and spyware detection, and keeping the physical device from theft or unauthorized use, at your expense.

You agree to notify us immediately upon knowledge of unauthorized access to Mobile Card(s)/Device and if you believe your passwords have been lost, stolen, and used without your permission. If you share these credentials with any other person, they may be able to use your Mobile Card(s)/Device and get access to your personal and payment information available through the Mobile Wallet Services. Sharing of your credentials with another person shall create an authorized user.

You are solely responsible for the selection, maintenance, security, and operation of your device, software, email, and telecommunication, mobile, and internet service provider. LGE Community Credit Union is not responsible for any errors or failures due to any malfunction of your hardware or software, the unsuitability of your device, or any virus, or problem that may be associated with the use of the device or its software.

### **Disputes and Liability.**

If you enroll in Mobile Wallet 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 Card from use. Given that your device can be used like a 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 Mobile Card is lost, compromised, 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 Mobile Card whether that use was through the Mobile Wallet service or not. Your rights, responsibilities, the process to inquire and submit questions, report errors and dispute transactions, and liability for unauthorized use of your LGE Community Credit Union Visa debit card and LGE Community Credit Union Visa credit card are set forth in the LGE Community Credit Union Card Agreement and Disclosure and the LGE Community Credit Union Member Account Agreement. Please refer to those agreements and disclosures for complete information and details.

#### *Lost, Stolen or Unauthorized Use of your Supported iOS Device*

Call us immediately at 770-424-0060, or notifying us via Secure Messaging at [www.lgeccu.org/contact.html](http://www.lgeccu.org/contact.html) , or sending your instructions via U.S. mail to LGE Community Credit Union, P.O. Box 1188, Marietta, GA 30061, or by visiting one of our branches, if you believe your Supported iOS Device or your credentials have been lost or stolen or compromised or someone has used or may use your Supported iOS Device or your credentials without your authorization. You agree to cooperate with us in any investigation and use any fraud prevention or other related measures we suggest. Mobile Wallet and your Supported iOS Device may contemplate certain security features and procedures to protect against unauthorized use of any of your Mobile Card(s). These features and procedures are the sole responsibility of Mobile Wallet.

#### *Protecting your Mobile Wallet Passwords and other Credentials*

You are solely responsible for maintaining the security and confidentiality of any device you use for your Mobile Wallet User ID, Mobile Wallet passwords, device passwords and any other means that you may use to securely access Mobile Wallet on device. You should keep your Supported iOS Device and credentials secure in the same manner as you would keep your cash, checks, credit cards, and other personal identification numbers and passwords secure. Subject to the Agreements governing the use of the Eligible Card you use to create your Mobile Card, you are responsible for all transactions made using your Mobile Card.

### **SUSPENSION; CANCELLATION.**

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

The Credit Union may disqualify a Mobile Card or discontinue providing any services to any individual suspected of violating these Terms of Use or the Third Party Agreements related to the Mobile Wallet Services in its sole and absolute discretion. We also caution you that ANY ATTEMPT BY AN INDIVIDUAL OR ENTITY TO DELIBERATELY INTERFERE, INTERRUPT, MODIFY, AUDIT, ASSESS, RE-ENGINEER, OR DAMAGE ANY ASPECT OF A MOBILE CARD OR THE Mobile Wallet SERVICES OR UNDERMINE THE LEGITIMATE OPERATION OF A MOBILE CARD OR THE Mobile Wallet SERVICES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND LGE COMMUNITY CREDIT UNION RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY INDIVIDUAL OR ENTITY RESPONSIBLE FOR SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

**DISCLAIMER OF WARRANTIES.**

LGE Community Credit Union is not the provider of Mobile Wallet. Mobile Wallet and LGE Community Credit Union are not affiliated and are separate entities.. We do not govern the privacy or security of the information that may be held by Mobile Wallet or its provider. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF ANY MOBILE CARD IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY MOBILE CARD IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE", WITH ALL DEFECTS THAT MAY EXIST FROM TIME TO TIME AND WITHOUT WARRANTY OF ANY KIND, AND LGE COMMUNITY CREDIT UNION, ON BEHALF OF ITSELF AND ITS SUPPLIERS, HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO ANY MOBILE CARD, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WE, ON BEHALF OF OURSELVES AND OUR SUPPLIERS, ALSO DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF ANY MOBILE CARD, OR THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, A MOBILE CARD WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OR AVAILABILITY OF A MOBILE CARD WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN A MOBILE CARD WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY LGE COMMUNITY CREDIT UNION, ANY OF ITS AUTHORIZED REPRESENTATIVES OR ANY THIRD PARTY SHALL CREATE ANY WARRANTY.

ACCESS, USE AND MAINTENANCE OF A MOBILE CARD DEPEND ON THE Mobile Wallet SERVICES AND THE NETWORKS OF WIRELESS CARRIERS. LGE COMMUNITY CREDIT UNION DOES NOT OPERATE THE Mobile Wallet SERVICES OR SUCH NETWORKS AND HAS NO CONTROL OVER THEIR OPERATIONS. WE WILL NOT BE LIABLE TO YOU FOR ANY CIRCUMSTANCES THAT INTERRUPT, PREVENT OR OTHERWISE AFFECT THE FUNCTIONING OF ANY MOBILE CARD, SUCH AS UNAVAILABILITY OF THE Mobile Wallet SERVICES OR YOUR WIRELESS SERVICE, COMMUNICATIONS, NETWORK DELAYS, LIMITATIONS ON WIRELESS COVERAGE, SYSTEM OUTAGES, OR INTERRUPTION OF A WIRELESS CONNECTION. LGE COMMUNITY CREDIT UNION DISCLAIMS ANY RESPONSIBILITY FOR THE Mobile Wallet SERVICES OR ANY WIRELESS SERVICE USED TO ACCESS, USE, OR MAINTAIN A MOBILE CARD.

USE OF A MOBILE CARD INVOLVES THE ELECTRONIC TRANSMISSION OF PERSONAL INFORMATION THROUGH THIRD PARTY CONNECTIONS. BECAUSE WE DO NOT OPERATE OR CONTROL THESE CONNECTIONS, WE CANNOT GUARANTEE THE PRIVACY OR SECURITY OF THESE DATA TRANSMISSIONS. ADDITIONALLY, YOUR SUPPORTED iOS DEVICE'S BROWSER IS GENERALLY PRE-CONFIGURED BY YOUR WIRELESS CARRIER. CHECK WITH YOUR WIRELESS CARRIER FOR INFORMATION ABOUT THEIR PRIVACY AND SECURITY PRACTICES. FOR PERSONAL OR CONFIDENTIAL INFORMATION SENT TO OR FROM LGE COMMUNITY CREDIT UNION OVER THE INTERNET FROM YOUR SUPPORTED iOS DEVICE, WE RESERVE THE RIGHT TO LIMIT SUCH CONNECTIONS TO "SECURE SESSIONS" THAT HAVE BEEN ESTABLISHED USING TRANSPORTATION LAYER SECURITY OR OTHER SECURITY STANDARDS WE SELECT.

WE MAKE NO GUARANTEES ABOUT THE INFORMATION SHOWN IN THE Mobile Wallet SERVICES. WE ALSO ARE NOT RESPONSIBLE FOR YOUR SUPPORTED iOS DEVICE OR THE SOFTWARE OR HARDWARE IT CONTAINS AND MAKE NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES REGARDING THE SAME. We are not responsible for, and do not provide, any support or assistance for any third party hardware, software or other products or services (including any Mobile Wallet Service or your Supported iOS Device). If you have any questions or issues with a third party product or service, including issues pertaining to the operation of your Supported iOS Device, please contact the appropriate third party in accordance with that third party's procedures for customer support and assistance. If you have any questions or issues pertaining to Mobile Wallet (other than questions or issues specific to the use of a Mobile Card), please contact us.

This Section shall survive any termination of these Terms of Use.

#### **LIMITATION OF LIABILITY.**

EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL THE CREDIT UNION, ITS DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR DEATH, PERSONAL INJURY, PROPERTY DAMAGE, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL OR FINANCIAL DAMAGES, LOST REVENUES, OR OTHER LOSSES OF ANY KIND, ARISING OUT OF THESE TERMS OF USE OR IN ANY WAY RELATED TO YOUR USE OR INABILITY TO USE ANY MOBILE CARD, 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. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

NOTHING IN THESE TERMS OF USE SHALL OPERATE TO EXCLUDE OR LIMIT OUR OR OUR SUPPLIERS' LIABILITY FOR ANY LIABILITY, WHICH CANNOT BE, EXCLUDED OR LIMITED BY APPLICABLE LAW. Federal law and the laws of certain States or other jurisdictions may not allow the exclusion or limitation of certain damages. If these laws apply, some or all of the above exclusions or limitations may not apply to you, and you may have rights in addition to those contained in these Terms of Use.

This Section shall survive any termination of these Terms of Use.

#### **INDEMNIFICATION.**

You shall indemnify and hold the Credit Union, its licensors, sponsors, agencies and its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (i) your use of any Mobile Card and the Mobile Wallet Services or (ii) any breach of the terms and conditions set forth in these Terms of Use by you, your Additional Cards or other users of the Mobile Wallet Services using your Mobile Card or credentials. You must use your best efforts to cooperate with us in the prosecution or defense of any such claim. We will employ counsel of our choice to defend and control of any such matter subject to indemnification by you. You have the right, at your own expense, to employ separate counsel to participate in such matter on a non-controlling basis.

#### **LICENSE FOR ANY MOBILE CARD.**

A MOBILE CARD IS LICENSED, NOT SOLD, TO YOU FOR USE ONLY UNDER THE TERMS AND CONDITIONS OF THESE TERMS OF USE. LGE COMMUNITY CREDIT UNION RESERVES ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU.

You are granted a non-exclusive, non-sub licensable, non-transferable, personal, limited license to install and use the Mobile Card on your Supported iOS Device solely in accordance with these Terms of Use. The license is limited to use on any Supported iOS Device that you own or control and as permitted by any applicable Third Party Agreements. Such license does not allow you to use the Mobile Card(s) on any device that you do not own or control (or for which you do not have authorization to install or run Mobile Wallet or the Mobile Card, such as where prohibited by applicable security policies in the case of corporate users), and you may not distribute or make any Mobile Card available over a network where it could be used by multiple devices at the same time.

You may not rent, lease, lend, sell, redistribute, or sublicense the Mobile Card or the Mobile Wallet Services. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of any Mobile Card or the Mobile Wallet Services, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing the use of any open sourced components included with a Mobile Card or the Mobile Wallet Services). Any attempt to do so is a violation of the rights of the Credit Union and its Third Party Licensors. If you breach this restriction, you may be subject to a civil lawsuit, prosecution, and damages. The terms of the license will govern any upgrades provided by the Credit Union that replace or supplement any Mobile Card, unless such upgrade is accompanied by a separate agreement in which case the terms of that agreement will govern.

You agree that a Mobile Card may be automatically updated or upgraded without notice to you. At any time, at our sole discretion and without prior notice, we may expand, reduce, or suspend the type and/or dollar amounts of transactions allowed using a Mobile Card or change the enrollment process.

The license granted hereunder is effective until terminated by you or the Credit Union. Your rights will terminate automatically without notice from the Credit Union if you fail to comply with these Terms of Use or if we terminate your use of your Mobile Card. Upon termination of the license, you must cease all use of the Mobile Card and delete all Mobile Card(s) from Mobile Wallet.

#### **GOVERNING LAW.**

These Terms of Use, your use of any Mobile Card, and any claim, dispute or controversy arising from or relating to these Terms of Use or your use of any Mobile Card are governed by and construed in accordance with the laws of the State of Georgia (without regard to its conflict of laws rules) and applicable federal law. The legality, enforceability, and interpretation of these Terms of Use and the amounts contracted for, charged, and received under these Terms of Use, if any, will be governed by such laws. These Terms of Use are entered into between you and us in Georgia. Subject to the arbitration provision in the applicable Card Agreement, you expressly agree that exclusive jurisdiction for any claim or dispute with us or relating in any way to these Terms of Use or your use of any Mobile Card resides in the courts of Georgia, in Cobb County, and you further agree and expressly consent to the exercise of personal jurisdiction in such courts of Georgia in connection with any such dispute including any claim involving us or our affiliates, subsidiaries, employees, contractors, officers, directors, agents and content providers.

#### **MISCELLANEOUS.**

Your access to and use of a Mobile Card is subject to all applicable international, federal, state and local laws and regulations. We reserve the right to seek all remedies available at law and in equity for violations of these Terms of Use. These Terms of Use (including all agreements and policies referenced in these Terms of Use, which are not modified or superseded by these Terms of Use) set forth the entire understanding and agreement between you

and us, whether written or oral, with respect to the subject matter hereof and supersede any prior or contemporaneous understandings or agreements with respect to such subject matter. If any part of these Terms of Use are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms of Use shall continue in effect. Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. The Section titles in these Terms of Use are for convenience only and have no legal or contractual effect. We may assign these Terms of Use, in whole or in part, at any time with or without notice to you. You may not assign these Terms of Use, or any part of it, to any other party. Any attempt by you to do so is void. These Terms of Use shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. There are no third-party beneficiaries to these Terms of Use, except that the Credit Union affiliates are third-party beneficiaries of these Terms of Use with the right to enforce them. If a dispute relates or arises from the subject matter of these Terms of Use and relates to any Mobile Card, such dispute will be governed by the arbitration provision in the Card Agreement applicable to the most recent Mobile Card you have created in Mobile Wallet. The terms of this Section will survive termination of these Terms of Use, together with any other terms, which by their nature the parties contemplate should survive.

#### **CHANGES TO THESE TERMS OF USE.**

LGE Community Credit Union may amend, modify, add to, or delete these Terms of Use at any time and you are deemed to be aware of and bound by any changes to these Terms of Use by your continued access to or use of any Mobile Card. If you do not accept any revisions made to these Terms of Use, your sole and exclusive remedy is to cancel your use of and delete all Mobile Card(s) or by contacting us 770-424-0060, or notifying us via Secure Messaging at [www.lgeccu.org/contact.html](http://www.lgeccu.org/contact.html), or sending your instructions via U.S. mail to LGE Community Credit Union, P.O. Box 1188, Marietta, GA 30061, or by visiting one of our branches.

#### **COMMUNICATION.**

As a condition to activating and using Mobile Cards, you consent to receive certain messages on your Supported iOS Device (i.e., SMS, MMS) from us. You also agree to receive notices and other communications from us by e-mail to the e-mail address on file for the relevant Eligible Card account, posting within your online account, or through the messaging capabilities of Mobile Wallet, although e-mail will be our primary method of communication to you.