

Terms & Conditions – Mobile Wallet

These Terms and Conditions (the “Terms”) apply when you choose to add a credit card or debit card (“LBS Financial Card”) to the Mobile Wallet Service. In these Terms, “you” and “your” refer to the cardholder, and “we,” “us,” “our,” and “LBS Financial” refer to the issuer of your LBS Financial Card(s). “Platform Provider” means the third party mobile payment enabler that supports or provides the Mobile Wallet Service to LBS Financial for your ultimate use.

The Mobile Wallet Service (the “Service”) allows you to add your LBS Financial Cards to an application using your Mobile Device, permitting 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 Service. Your LBS Financial Card number is replaced with a digital number or token. Once added, you understand that you may use your Mobile Device to make payments only where the Service is accepted. We are not a provider of the Service and we are 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 LBS Financial Card in the Service.

Consent

You hereby authorize LBS Financial to share your information with the Platform Provider to enable your LBS Financial Card to operate on the Platform Provider’s mobile payment platform, and to improve the Platform Provider’s products and services. LBS Financial will provide your information to the Platform Provider in accordance with our Privacy Policy. The Platform Provider is contractually obligated to keep this information confidential.

LBS Financial Payment Card

The storage and usage of your LBS Financial Card number and credentials corresponding to your payment card number in this Service are subject to the terms and conditions of the applicable cardholder agreements, including but not limited to the Visa Credit Card Agreement, the Electronic Funds Transfer Disclosure and corresponding fee schedules with LBS Financial as in effect from time to time (as amended, “Other Agreements”). Please contact LBS Financial for more information at the address or phone number provided below.

Charges

We do not currently charge a fee for using the Service. However, you understand that Third Party Agreements may contemplate fees, limitations, and restrictions that might affect your use of any of your LBS Financial Card(s) (such as data usage or text messaging charges imposed on you by your wireless carrier). You agree to be solely responsible for all such fees and agree to comply with such limitations and restrictions.

Amendments; Termination & Cancellation

We may, in our sole discretion, change the Terms, and modify the Service at any time without notice unless required by applicable law. Your continued use of the Service after such changes have been made constitutes your consent to the revised Terms, even if you have not reviewed such changes.

We reserve the right for any reason to discontinue offering or supporting any LBS Financial Card within the Service or to not participate in the Service. Except as otherwise required by applicable law, we may block, restrict, suspend or terminate your use of any LBS Financial 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 LBS Financial 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 LBS Financial Card or the Service.

Your consent is required to participate in the Service. If at any time you wish to discontinue the use of the Service, you may remove the LBS Financial Card(s) from the Service by deleting the LBS Financial Card from the Platform Provider's application.

Disclaimers; Indemnification; Limitation of Liability

LBS Financial is not responsible for the Service. You expressly acknowledge and agree that use of the Service is at your sole risk, and LBS Financial is not responsible for the risk as to quality, performance and accuracy, including any damage to your Mobile Device or loss of data that results from the download of any material, whether due to any computer virus, bug, malfunction or otherwise. LBS Financial makes no warranties of any kind for the Service, including warranties as to the completeness, accuracy, reliability, or currency of any information or data that you obtain through 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, including any violation of our policies; (b) your wrongful or improper use of the Mobile Wallet, including willful misconduct or fraud; (c) your violation of any third-party right, including without limitation 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.

Third Party Agreements and Support

These Terms only address the terms and conditions that apply to your use of your LBS Financial Card(s). The Platform Provider, your wireless carrier, and other third party websites or services integrated in the 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. LBS Financial is not responsible for the security, legality,

appropriateness or any other aspect of the content or functions of the Platform Provider's or any third party's products or services. It is your responsibility to read and understand the Third Party Agreements before creating, activating, or using an LBS Financial Card in the Service.

We are not responsible for, and do not provide any support or assistance for any third party hardware, software or other products or services. If you have any questions or issues with a third party product or service, 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 the Service (other than questions or issues specific to the use of a LBS Financial Card), please contact the Platform Provider.

Merchant Relationship and Disclaimers

Merchants may present to you certain 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.

Non-waiver

LBS Financial'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.

Arbitration

Each Truth in Savings Disclosure of Membership Agreement and Account Terms contains a Claims Resolution provision, with a provision providing for mandatory binding arbitration that affects your rights with respect to your use of the LBS Financial Card. That arbitration provision applies as well to any disputes between you and us arising from these Terms or your creation, access to or use of any of your LBS Financial Cards within the Service.

The Service Terms & Conditions

These Terms describe your rights and obligations regarding the Service. By continuing, you are agreeing to these Terms and to receive the Terms electronically and agreeing and acknowledging that you've read and agree to be bound by the Terms and this consent and your acceptance will be considered binding as if you provided a manual signature.

Security of the Mobile Wallet

You agree to protect and keep confidential your Mobile Wallet user IDs, passwords, PINs and all other information required for you to make purchases with your Mobile Wallet. If you share

these credentials with others, they may be able to access your Mobile Wallet and make purchases for which you are responsible. You will secure all mobile devices used with a Mobile Wallet as you would your Card. Your Electronic Fund Transfer Agreement and Disclosure Statement requires you to contact us promptly if you believe there are errors or if you suspect fraud with your Card.

Questions

If you have a question, dispute, or complaint about your LBS Financial Debit or Credit Card, contact us at 800.527.3328 or write to us at: LBS Financial Credit Union, Attn: Electronic Services Department, P.O. Box 4860, Long Beach, CA 90804-0860.