

# Mobile Pay Terms of Use



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These Terms of Use govern your use of Wildfire Credit Union (Wildfire, the Credit Union, We) credit cards and debit cards (Cards) in a mobile payment application such as Apple Pay.

## 1. Mobile Pay Service

The Mobile Pay service is provided by a third-party vendor for the purpose of using a compatible wireless phone, tablet, or other compatible device (Device) to purchase goods and services from merchants who accept the Mobile Pay service as a form of payment. The Mobile Pay service uses your Device to authorize your transaction at the merchant's point of sale terminal or reader without your plastic credit or debit card. The Mobile Pay service routes the transaction charge to the Card you have designated and authorizes payment to the merchant.

The Mobile Pay service may not be accepted at all places where your Wildfire Credit Union Card is accepted. Transactions on your Wildfire Credit Union Card initiated through the Mobile Pay service are governed by the applicable Card Agreement. The provider's Terms & Conditions for the Mobile Pay service describe your rights and obligations regarding the Mobile Pay service.

## 2. Eligibility & Enrollment

Only Wildfire Credit Union Cards that we indicate are eligible can be added to the Mobile Pay service. If your Card or underlying account is not in compliance with the applicable Card Agreement, that Card will not be eligible to enroll in the Mobile Pay service. You can add an eligible Card to the Mobile Pay service by registering the Card through the Mobile Pay service by following the Mobile Pay service authentication and enrollment requirements.

If additional verification is required to add your card to Mobile Pay, we may need to ask for additional verification using text message or email. If you choose text messages as your verification method, you consent to receive text messages at the mobile phone number you have on file with us for this card. Text messages may be transmitted using auto-dialer technology. Your usual wireless carrier fees may apply.

## 3. Card & Service Responsibility

You are solely responsible for maintaining the security of your Mobile Pay credentials (including user identification, password or other access credentials). If you share these credentials with any other person, you expressly authorize them to access your personal information, access your accounts and initiate charges to your Cards using the Mobile Pay service. Wildfire Credit Union is not the provider of the Mobile Pay service, and we are not responsible for providing the service to you. We are only responsible for supplying information securely to the Mobile Pay service as necessary to allow use of your Wildfire Credit Union Card in connection with the Mobile Pay service. We are not responsible for any failure of the Mobile Pay service, or the inability to use the Mobile Pay service for any transaction.

## 4. Limitation of Liability

WILDFIRE CREDIT UNION IS NOT RESPONSIBLE FOR THE MOBILE PAY SERVICE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICE IS AT YOUR SOLE RISK, AND THE CREDIT UNION IS NOT RESPONSIBLE FOR

THE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, OR ACCURACY. THE CREDIT UNION MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND REGARDING THE SERVICE, INCLUDING, WITHOUT LIMITATION, MERCHANTABILITY OR THE IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE AND RELATED WARRANTIES AND REPRESENTATIONS. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY THE CREDIT UNION WILL CREATE A WARRANTY NOT EXPRESSLY STATED IN THIS AGREEMENT. SHOULD THE SERVICE PROVE DEFECTIVE, THE CREDIT UNION ASSUMES NO LIABILITY FOR THE COSTS OF ALL NECESSARY SERVICING, REPAIR OR CORRECTION.

## 5. Information Sharing & Privacy

By enrolling in and using the Mobile Pay service, you authorize the Credit Union to collect information from the service provider to verify your identity and to enable you to use the Mobile Pay service. You agree that we may share your information with the service provider(s), payment networks, and others in order to provide the services you have requested, and to make information available to you about your Mobile Pay service transactions. We will use your information in accordance with our Privacy Policies. The service provider(s) are contractually obligated to keep this information confidential. Your privacy and the security of your information set forth in our Privacy Policy (available online at [www.wildfirecu.org](http://www.wildfirecu.org)) applies to our activity in connection with the Mobile Pay service. However, information that you share with other parties in connection with the Mobile Pay service is subject to the privacy policies of those parties.

## 6. Discontinuing the Service

Upon your request or for our protection, we may block, restrict or suspend your Card from use in the Mobile Pay service. You may delete or remove your Card from the Mobile Pay service by following the Mobile Pay service instructions.

## 7. Change in Terms

We may change these Terms at any time by providing notice to you.

## 8. Contacting You Electronically

By enrolling, you consent to receive electronic communications and notices from us in connection with the Mobile Pay service or your Card by email or through text message to your Device. You agree that we can contact you by email at any email address you provide to us in connection with your service enrollment or any Wildfire Credit Union account.

## 9. Consent

By enrolling in the service, you agree to receive these terms electronically and acknowledge that you have read and agree to be bound by these terms. Your acceptance will be considered binding as if you provided a manual signature. If you do not agree to provide this Consent or otherwise do not want to use the Service, please do not proceed with enrollment.