

FREEDOM CREDIT UNION TERMS OF USE FOR GOOGLE PAY

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As used by Freedom Credit Union in the following terms and conditions (these Terms of Use), Google Pay is the Google service that allows you to add a digital version of an Eligible Card (including physical card art) to the Google Pay application on your compatible device. Google refers to this service as Google Pay with Virtual Account Numbers and Linked Third-Party Accounts and previously referred to it as Android Pay.

These Terms of Use govern the use of your Freedom Credit Union debit card. Each of the Cards referenced above shall be an Eligible Card in Google Pay, as Google Pay is or may become available on an Android device (including phones, tablets, watches, and other personal mobile devices) running a compatible version of the Android operating system and on any Android Wear watches paired with an Android device running a compatible version of the Android operating system or a compatible Apple iPhone running a compatible version of the iOS operating system (collectively, Devices).

These Terms of Use do not apply to the use of any Freedom Credit Union Card, including the use of an Eligible Card as a payment method in Google Payments or other Google Properties (even if also branded as Google Pay), such as the Google Play Store, Google Store, Google Wallet, Picasa, Google Drive, YouTube, Google Shopping Express, Google checkout or Buy with Google on Web or Mobile (collectively, Other Google Pay Properties).

Purchases made in Other Google Pay Properties with a Freedom Credit Union Card may not receive the benefits (e.g., Purchase Protection), loyalty points, rewards or offers you may otherwise have received had you used that Freedom Credit Union Card directly with the merchant.

These Terms of Use are a legal agreement between you and Freedom Credit Union (we or us). They apply to you and anyone else you authorize to use your Eligible Card(s) in Google Pay.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE ADDING YOUR ELIGIBLE CARD TO GOOGLE PAY, BECAUSE BY DOING SO, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF USE.

IF YOU DO NOT WANT TO AGREE TO THESE TERMS OF USE, YOU MUST NOT ADD YOUR FREEDOM CREDIT UNION CARD TO GOOGLE PAY.

- **You are solely responsible for maintaining the confidentiality of your Device screen lock, Google User ID, Google passwords and any other means that you may from time to time have**

to access the application or your Eligible Card credentials. If you share these credentials with any other person, that person may be able to use your Eligible Card(s) and get access to your personal and payment information available with Google Pay or other Google Pay Properties.

- **Call us immediately at the telephone number printed on the back of your Eligible Card if you believe your Device or authentication credentials have been lost, stolen or compromised in any way or an unauthorized person has used or may use your credentials without authorization.**
- **These Terms of Use govern your access to and use of your Eligible Card in Google Pay only as between us and you. Google, your wireless carrier, and other third party services, applications or websites incorporated in Google Pay may have their own terms and conditions and privacy policies (Third Party Agreements) and you are also subject to those Third Party Agreements when you give them your personal information, use their services or visit their respective websites.**

While Freedom Credit Union does not currently charge any fee in connection with the use of your Eligible Card in Google Pay, you will be responsible for all fees that may be imposed by non-Freedom Credit Union parties in connection with your use (such as data usage or text messaging charges imposed on you by your wireless carrier) and be subject to any restrictions those third parties may impose.

Also, in addition to these Terms of Use, your use of Google Pay to purchase goods and services using your Eligible Card is still governed by the applicable Card Member Agreement. You can call the Freedom Credit Union number on the back of your Card to request a copy of the applicable Card Member Agreement.

USE OF YOUR ELIGIBLE CARD(S) IN GOOGLE PAY

In Google Pay, you can use the digital version of your Eligible Card on your Device to make (i) contactless payments at merchants' contactless-enabled point-of-sale terminals or readers that accept Freedom Credit Union contactless payments in the United States, its commonwealths, possessions and territories and (ii) in-app or on website purchases at merchants participating in Google Pay (collectively, Google Pay Properties).

To make a payment with the digital version of your Eligible Card (added to your device) at checkout at Google Pay Properties, select the payment method that displays the card art of your Eligible Card. If you do not see the card art, then it is not a use of an Eligible Card in the Google Pay Properties subject to these Terms of Use.

These Terms of Use do not apply to the use of any Freedom Credit Union Card, including the use of an Eligible Card as a payment method in Google Payments or other Google Properties (even if also branded as Google Pay), such as the Google Play Store, Google Store, Google Wallet, Picasa, Google Drive, YouTube, Google Shopping Express, Google checkout or Buy with Google on Web or Mobile (collectively, Other Google Pay Properties).

Google will add that same Card on file to be an eligible payment method in Google Payments and for all Other Google Pay Properties. Your usage of an Eligible Card through Other Google Pay Properties is not covered by these Terms of Use.

When you select an Eligible Card to use with Google Pay, to facilitate your participation in Google Pay certain account information related to the Eligible Card will be transmitted to and stored within your Device or on Google's cloud platform. Once the account information for an Eligible Card has been stored on your Device, it is represented by a digital version of your Eligible Card within the Google Pay app. By adding this Eligible Card to Google Pay or selecting this Eligible Card as the default card in Google Pay, unlocking and/or placing your Device near a merchant's contactless-enabled point-of-sale terminal or reader or using this Eligible Card for an in-app purchase, you are authorizing the payment for the merchant's products or services with that Eligible Card with Google Pay. You may be able to use your Eligible Card with Google Pay even if you do not have wireless service. To complete transactions above a certain dollar amount, merchants may require presentation of a physical companion card or a government-issued form of identification for inspection at the point-of-sale to authenticate your identity.

For each Eligible Card added to Google Pay, you may also view your recent purchase transactions made with that Eligible Card, whether or not made using a Device, but not the transactions made by any Additional Card Member on your Card account. The information may include the date, purchase amount and merchant name associated with that past transaction(s). Please note that some of the listed transactions may be pending charges, which are temporary and are subject to change (for instance, pre-authorizations at restaurants and hotels). Google provides you with the option and ability to turn transaction notifications on and off within the Google Pay settings or your general Device settings.

ELIGIBILITY

Purchases you make with any of your Eligible Cards with Google Pay are governed by the Card Member Agreement for the relevant Eligible Card. If a problem arises with the product or service you purchased, you first should try to resolve the problem directly with the merchant, but you may also have rights under your Card Member Agreement or otherwise under applicable law. If you have any issues or questions related to the way you may add, delete or select an Eligible Card as a default card or use your Eligible Card in Google Pay, please call the number on the back of your Eligible Card. If you have any

issues or questions related to Google Pay but not related to your Eligible Cards, please refer to the general information and help documentation made available by Google.

You must have the power, authority and capacity to accept these Terms of Use before you can add or use an Eligible Card in Google Pay. If you are a minor under the laws of the jurisdiction in which you enter into this agreement (under 18 in most States), you must have obtained the consent of the Primary Card Member to add your Eligible Card to Google Pay and, by adding or using your Eligible Card in Google Pay, you acknowledge and agree that you have received that consent.

You may add or use any Eligible Cards to or in Google Pay. Google or Freedom Credit Union may also require that you verify your identity or your Eligible Card before being able to add or use your Eligible Card in Google Pay. We may permit Eligible Cards of up to two Card Members to be added to one Device. You may have up to two (2) Google IDs associated with one Eligible Card. We may also permit you to add the same Eligible Card to as many as five (5) Devices at a time, provided you agree to these Terms of Use each time you add an Eligible Card to a Device. Also note that if you share your Device, Device lock (i.e., pattern, password, PIN or fingerprint) or other credentials with another person, they may be able to use your Eligible Card and get access to your personal and payment information available with Google Pay.

Please refer to the information or documentation made available by Google to learn about any additional limitations or restrictions imposed on Google Pay and for minimum software and hardware requirements.

THIRD PARTY AGREEMENTS AND SUPPORT

These Terms of Use only address the terms and conditions that apply to your use of your Eligible Card(s) with Google Pay. Google, your wireless carrier, and other third party websites, applications or services incorporated in Google Pay 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 or applications. Freedom Credit Union is not responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or function of Google's or any third party's products or services.

It is your responsibility to read and understand the Third Party Agreements before adding or using an Eligible Card in Google Pay.

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 technology-related question you may have in connection with Google Pay, Other Google Pay Properties or your Device). If you have any questions or issues with a third party product or service, including issues pertaining to the operation of your 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 Google Pay (other than questions or issues specific to the use of your Eligible Card in Google Pay), please contact Google or refer to the information or documentation they may make available from time to time.

CHARGES

We do not currently charge a fee for using your Eligible Card in Google Pay. However, you understand that Third Party Agreements may contemplate fees, limitations and restrictions which might affect your use of your Eligible 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.

PRIVACY AND SECURITY

Privacy

What Freedom Credit Union Collects and Shares

When adding your Eligible Card to Google Pay, we collect certain information from Google to verify your identity, to enable you to use your Eligible Card and facilitate your participation in Google Pay. You authorize Freedom Credit Union to collect, use and share your information in accordance with the applicable Freedom Credit Union Consumer Privacy Notice.

To facilitate your participation, also note that we will make certain account information relating to each Eligible Card you have selected to use with Google Pay available for display, including your most recent transaction data (both on and off your Device), but not your full Eligible Card account number. You should know that merchants also provide to Google certain transaction data relating to purchases made with an eligible Card using a Device (Device Transactions). **Google does not provide you with the option or ability to turn off transaction history for Device Transactions.**

If you do not want (i) Freedom Credit Union to share with Google your transaction data for Device Transactions; (ii) merchants to share with Google your transaction data relating to Device Transactions; and/or (iii) your transaction history for Device Transactions displayed in Google Pay, you must delete your Card from Google Pay. If you do not want Freedom Credit Union to share your transaction data for transactions other than Device Transactions (Non-Device Transactions), you may opt out by going to the Settings menu for your Eligible Card and turning off Non-Google Pay Transactions.

If you suspend your Eligible Card in Google Pay, we will not make available for display on such Device any account information relating to such Eligible Card. This means that no transaction data for Device Transactions or Non-Device Transactions will be made available for display. For details regarding how to make an Eligible Card temporarily unavailable for payments with Google Pay on a Device (Suspend), please refer to Suspension; Cancellation section. When you resume your Eligible Card in Google Pay, Account information for Device Transactions and Non-Device Transactions that occurred during the suspension period may be displayed on a Device.

You agree that we may also collect and use technical data and related information, including, but not limited to technical information about your 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.

For your security, when you add your Eligible Card to Google Pay, a Virtual Account Number- separate and unique to your specific device- is created. Your Virtual Account Number is used to make purchases with your Eligible Card in Google Pay Properties.

Push Notifications

You may receive push notifications from Google Pay from time to time reflecting your Card account activity, including push notifications about your transactions displaying the name of the merchant at which you made the transaction and the transaction amount. If you do not wish to receive notifications, you may turn off these notifications within the Google Pay app or your Device Notifications settings. You can also manage the content of these notifications within your Device Settings to display or hide these details.

What Others Collect

Freedom Credit Union is not responsible for Google Pay or any other services offered by your wireless carrier or any third party. Accordingly, any information you provide to Google in connection with Google Pay, or that is collected or accessed by Google in the course of your use of Google Pay, with your Eligible Card or otherwise, is subject to Third Party Agreements, and is not governed by our Privacy Statement or these Terms of Use.

Devices with same Google Account

If you add an Eligible Card to one of your Devices and have other Devices sharing the same Google account (Other Devices), Google may collect and use information related to your Eligible Card, permit that Eligible Card to be added to Other Devices and display on those Other Devices the last 4 digits of the associated Eligible Card and potentially other information.

In addition, if you delete or suspend an Eligible Card from Google Pay on any of your Devices, Google will continue to permit that Card to be used on other Devices on which you may have provisioned the same Card and in other Google Pay Properties. To completely remove an Eligible Card from Google Pay, you must remove that Card from each Device on which it has been provisioned.

In each of these instances, your Eligible Card will not be added to any of your Other Devices unless you verify that Eligible Card with us on that device.

Lost, Stolen or Unauthorized Use of your Device

Call us immediately at the Freedom Credit Union telephone number printed on the back of your Eligible Card if you believe your Device or your Device Lock or other credentials have been lost or stolen or someone has used or may use your Device or your credentials without your authorization. Please refer to the **Suspension; Cancellation** Section for information on how to remove or Suspend your Eligible Card in Google Pay. Also change your credentials immediately to avoid any unauthorized use of a Mobile Card or of your personal information. If you get a new Device, please be sure to delete all your card and other personal information from your prior Device.

You must cooperate with us in any investigation and use any fraud prevention or other related measures we prescribe.

Google Pay and your Device may contemplate certain security features and procedures to protect against unauthorized use of any of your Eligible Card(s). These features and procedures are the sole responsibility of Google. You agree not to disable any of these security features and to use these security features and procedures to safeguard all your Eligible Cards.

Protecting your Device Lock, Google Passcodes and other Credentials

You are solely responsible for maintaining the confidentiality of your Device lock, Freedom Credit Union user ID, Google User ID, Google passcodes and other means you may from time to time have to access

any of your Eligible Cards. You should keep your Device and these 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 Card Member Agreement governing the use of the Eligible Card you add to Google Pay, you are responsible for all transactions made using your Eligible Card. If you share these credentials with any other person, they may be able to use your Eligible Card(s) and get access to your personal and payment information available with Google Pay or other Google Pay Properties. Call us immediately at the Freedom Credit Union telephone number printed on the back of your Eligible Card if you believe your Device, Device lock or other authentication credentials have been lost, stolen or compromised in any way or if an unauthorized person has used or may use your Device or credentials without authorization.

While we may permit Eligible Cards of up to two Card Members to be added to one Device, we caution you against sharing your credentials with any other person and you should immediately notify us if someone has access to your Device or credentials that you have not authorized.

SUSPENSION; CANCELLATION

We reserve the right for any reason to discontinue supporting the use of any Eligible Card or other Freedom Credit Union Card with Google Pay. Except as otherwise required by applicable law, we may block, restrict, suspend or terminate your use of your Eligible Card in Google Pay at any time without notice and for any reason, including if you violate these Terms of Use or any of your Card Member 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 Eligible Card.

Freedom Credit Union may disqualify an Eligible Card or discontinue providing any services to any individual suspected of violating these Terms of Use or the Third Party Agreements related to Google Pay or other Google Pay Properties 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 AN ELIGIBLE CARD OR GOOGLE PAY OR UNDERMINE THE LEGITIMATE OPERATION OF AN ELIGIBLE CARD OR GOOGLE PAY IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND FREEDOM 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 APPLICABLE LAW.

You may remove one or more of your Eligible Cards from Google Pay at any time by: (i) tapping or clicking Remove Card or Deactivate in-store within the Google Pay app; (ii) checking your Google settings; (iii) tapping or clicking Erase Device in Android Device Manager; (iv) deleting your Card from your Google Account in Google Payments; or (v) calling the number on the back of your Eligible Card.

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF ANY ELIGIBLE CARD IN GOOGLE PAY IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY ELIGIBLE CARD MADE AVAILABLE TO YOU WITH GOOGLE PAY 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 FREEDOM CREDIT UNION, ON BEHALF OF ITSELF AND ITS SUPPLIERS, HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO ANY SUCH CARD OR USE, 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 ELIGIBLE CARD, OR THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, AN ELIGIBLE CARD WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OR AVAILABILITY OF AN ELIGIBLE CARD WITH GOOGLE PAY WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY FREEDOM CREDIT UNION, ANY OF ITS AUTHORIZED REPRESENTATIVES OR ANY THIRD PARTY SHALL CREATE ANY WARRANTY.

ACCESS, USE AND MAINTENANCE OF AN ELIGIBLE CARD WITHIN GOOGLE PAY DEPEND ON GOOGLE, THE NETWORKS OF WIRELESS CARRIERS AND OTHER THIRD PARTY SERVICES, APPLICATIONS OR WEBSITES. FREEDOM CREDIT UNION DOES NOT OPERATE GOOGLE PAY 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 CARD WITH GOOGLE PAY, SUCH AS UNAVAILABILITY OF GOOGLE PAY OR YOUR WIRELESS SERVICE, COMMUNICATIONS, NETWORK DELAYS, LIMITATIONS ON WIRELESS COVERAGE, SYSTEM OUTAGES, OR INTERRUPTION OF A WIRELESS CONNECTION. FREEDOM CREDIT UNION DISCLAIMS ANY RESPONSIBILITY FOR GOOGLE PAY OR ANY WIRELESS SERVICE USED TO ACCESS, USE OR MAINTAIN AN ELIGIBLE CARD WITHIN GOOGLE PAY.

USE OF AN ELIGIBLE CARD WITH GOOGLE PAY 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 DEVICE'S BROWSER IS GENERALLY PRE-CONFIGURED BY YOUR WIRELESS CARRIER. CHECK WITH GOOGLE AND YOUR WIRELESS CARRIER FOR INFORMATION ABOUT THEIR PRIVACY AND SECURITY PRACTICES. FOR PERSONAL OR CONFIDENTIAL INFORMATION SENT TO OR FROM FREEDOM CREDIT UNION OVER THE INTERNET FROM YOUR 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 GOOGLE PAYMENT SERVICES. WE ALSO ARE NOT RESPONSIBLE FOR YOUR DEVICE OR THE SOFTWARE OR HARDWARE IT CONTAINS AND MAKE NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES REGARDING THE SAME.

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

LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED BY APPLICABLE LAW, IN NO EVENT SHALL FREEDOM 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 CARD WITH GOOGLE PAY, 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 SO AS 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.

LICENSE

A DIGITAL VERSION OF YOUR ELIGIBLE CARD(S) IS LICENSED, NOT SOLD, TO YOU FOR USE ONLY UNDER THE TERMS AND CONDITIONS OF THESE TERMS OF USE. FREEDOM CREDIT UNION RESERVES ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU.

You are granted a non-exclusive, non-sublicensable, non-transferable, personal, limited license to install and use tokens and other credentials associated with your Eligible Card to make payments with your Device solely in accordance with these Terms of Use. The license is limited to use on any Device that you

own or control and as permitted by any applicable Third Party Agreements. Such license does not allow you to use the Eligible Card(s) on any device that you do not own or control (or for which you do not have authorization to install or run Google Pay or add the Eligible Card, such as where prohibited by applicable security policies in the case of corporate users), and you may not distribute or make any Eligible Card available over a network where it could be used by multiple devices at the same time.

Certain software that Freedom Credit Union uses to allow you to use your Eligible Card with Google Pay has been licensed from third parties (each a **Third Party Licensor**) that are not affiliated with Freedom Credit Union. This limited right to use such software is revocable at the discretion of Freedom Credit Union. Freedom Credit Union and its Third Party Licensors retain all right, title and interest in and to the software used by Freedom Credit Union to provide the ability for you to use your Eligible Card credentials in Google Pay and any modifications and updates thereto. You agree that you will not use any third-party materials associated with the Eligible Card(s) or Google Pay in a manner that would infringe or violate the rights of any party, and that we are not in any way responsible for any such use by you. All third party intellectual property marks, including the logos of merchants, are the property of their respective owners.

You may not rent, lease, lend, sell, redistribute or sublicense any right to use your Eligible Card credentials with Google Pay or the Google Pay services. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of any Freedom Credit Union Card or Google Pay, 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 the ability to use an Eligible Card with Google Pay). Any attempt to do so is a violation of the rights of Freedom 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 Freedom Credit Union that replace or supplement the services currently provided hereunder, unless such upgrade is accompanied by a separate agreement in which case the terms of that agreement will govern.

You agree that the digital version of your Eligible Card in Google Pay or its credentials 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 an Eligible Card in Google Pay or change the enrollment process.

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

GOVERNING LAW

These Terms of Use, your use of any Eligible Card with Google Pay, and any claim, dispute or controversy arising from or relating to these Terms of Use or your use of any Eligible Card in Google Pay are governed by and construed in accordance with the laws of the State of Utah (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 Utah. Subject to the arbitration provision in the applicable Card Member 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 Eligible Card in Google Pay resides in the courts of Utah County, Utah and you further agree and expressly consent to the exercise of personal jurisdiction in such courts of Utah 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 an Eligible Card in Google Pay is subject to all applicable, 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 Freedom Credit Union affiliates are third-party beneficiaries of these Terms of Use with the right to enforce them. 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

We reserve the right to revise 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 Eligible Card in Google Pay. We will indicate that changes to these Terms of Use have been made by updating the date indicated after Last Modified: at the beginning of these Terms of Use. 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 Eligible Card(s) provisioned in Google Pay. Additionally, please refer to Google's website for additional information around the product and their terms pay.google.com/about.

COMMUNICATION

As a condition to activating and using your Eligible Card(s) in Google Pay, you consent to receive certain messages on your 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 Google Pay, although e-mail will be our primary method of communication to you.

To update the contact information we have on file for you, please call the number on the back of your Eligible Card.

INDEMNIFICATION

You shall indemnify and hold Freedom 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 Eligible Card in Google Pay or (ii) any breach of the terms and conditions set forth in these Terms of Use by you, your Additional Card Members or other users of Google Pay using your Eligible Card credentials. You must use your best efforts to cooperate with us in the prosecution or defense of any such claim. We have the right to employ counsel of our choice to defend and control 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.

With respect to charge or credit Cards and Serve Cards that are Eligible Cards, the Primary Card Member is responsible for all uses of the Card account by Additional or Joint Card Members, as provided in the applicable Card Member Agreement. The Basic Card Member will also be responsible for all uses made

by third parties the Primary Card Member gives access to, including if these third parties misuse any Eligible Card credentials in Google Pay.