

# **ANDROID/SAMSUNG PAY TERMS & CONDITIONS**

## **WHEN THESE TERMS & CONDITIONS APPLY**

These terms and conditions apply when you choose to enroll your eligible West Virginia Central Credit Union debit card (“Card”) in the Android/Samsung Pay service. These Terms & Conditions represent your agreement with West Virginia Central Credit Union (“Agreement”) regarding the use of your eligible debit card account in the Android/Samsung Pay service.

## **DEFINITIONS**

Within these Terms, “you” and “your” refer to the member whose name is located on the Card or any authorized user of the Card. “We,” “us,” “our” and “WVCCU”, refer to West Virginia Central Credit Union

## **RELATIONSHIP TO ANDROID/SAMSUNG**

The Android/Samsung Pay service is a service offered exclusively by Android/Samsung using eligible Android/Samsung devices. West Virginia Central Credit Union does not own, operate, or control Android/Samsung Pay and are not responsible for any service provided to you by Android/Samsung or by any third party engaged by Android/Samsung. We likewise are not responsible for any information or other services provided to you by Android/Samsung or any other third parties associated with the Android/Samsung Pay service.

## **WVCCU’S RESPONSIBILITY**

With regards to your usage of Android/Samsung Pay, our sole responsibility is in providing information to Android/Samsung in order to allow you to enroll your eligible

WVCCU Card into the service. As we do not control this service in any way, we are not liable for any failure of the service resulting in your inability to use Android/Samsung Pay. We also are not responsible for any third party performance surrounding or related to this service and any agreement you enter into with those third parties.

## **CARDHOLDER AGREEMENT**

Your enrollment into the Android/Samsung Pay service does not impact any other agreement we have with you. The terms of use for your Card which were provided to you at account opening and amended from time to time remain in full force and effect regardless of whether or not you use the Android/Samsung Pay service. Your cardholder agreements with us contain arbitration provisions which also apply to your use of your Card through the Android/Samsung Pay service. For the avoidance of confusion, any transaction you make with your enrolled WVCCU Card using the Android/Samsung Pay service will be considered the same as if you had used your card in person to conduct the transaction and all applicable fees will apply per the terms of your cardholder agreement with us.

## **USING ANDROID/SAMSUNG PAY**

Using the Android/Samsung Pay service allows you to access your underlying West Virginia Central Credit Union account using your supported Android/Samsung Device. As Android/Samsung Pay is a service which requires merchants (those individuals or organizations who accept Cards for payment) to support specific point-of-sale hardware, you may not be able to use Android/Samsung Pay at all locations where your WVCCU Card is normally accepted. We make no warranty or representation that you will be able to use your WVCCU Card through the Android/Samsung Pay service at all merchants.

When you enroll in Android/Samsung Pay, your WVCCU Card information is securely transmitted by Android/Samsung to WVCCU for authorization to enroll your Card in the service. Your Card information is then replaced with a device-specific account number

which may be used in lieu of your Card number to pay for goods and services at participating merchants.

By designating your WVCCU Card as your primary card within Android/Samsung Pay, you can conduct transactions by placing your eligible mobile device near the participating merchant's point-of-sale terminal or near-field-communication ("NFC") reader. To authorize the transaction you must use the biometric fingerprint security feature or similar security feature on your supported device.

## **DEVICE ELIGIBILITY**

You are required to have an eligible Android/Samsung device in order to use this service. Android/Samsung, at its sole discretion, determines which Android/Samsung devices are eligible to be used with the Android/Samsung Pay service. Devices which have been unlocked in an unauthorized fashion ("jail-broken") or otherwise modified may not be eligible to use Android/Samsung Pay. The list of supported devices is subject to change without notice.

You acknowledge that use of an ineligible mobile device with the Android/Samsung Pay service is expressly prohibited, constitutes a breach of these Terms of Use, and is grounds for us to temporarily suspend, permanently terminate, or otherwise deny further access to your Card in the Android/Samsung Pay service. We are not liable to you for any third party for the effects of such termination or suspension.

## **ACCOUNT ELIGIBILITY**

Android/Samsung currently supports standard consumer credit and debit cards for use within the Android/Samsung Pay service. Debit or credit cards that access business accounts or Health Savings Accounts are not eligible. In order for WVCCU to authorize your use of your WVCCU Card within the Android/Samsung Pay service, your Card and the underlying account must be in good standing and you must not be restricted from using Android/Samsung Pay based upon any limitations imposed by Android/Samsung,

your wireless service provider, and/or any third party associated with Android/Samsung Pay.

The availability and terms of your West Virginia Central Credit Union account relationship(s) with WVCCU is not conditioned upon your enrollment in the Android/Samsung Pay service.

## **LOST OR STOLEN CARDS OR DEVICES**

If you enroll in Android/Samsung Pay 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 must notify us immediately so that we can take action to disable your Card for use within the Android/Samsung Pay service. 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 Card is lost 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 Card whether that use was through the Android/Samsung Pay service or not.

## **ANCILLARY ANDROID/SAMSUNG PAY SERVICES**

If, in the future, Android/Samsung decides to offer, or allows other third parties to offer, through the Android/Samsung Pay service any additional information or services to you ("Ancillary Services" such as coupons, discounts, rebates, etc.), you understand and agree that WVCCU does not endorse or warrant any of these offers or services and has no control over these Ancillary Services. You further agree that WVCCU is neither responsible nor liable for any loss or damage as a result of your use of such Ancillary Services.

## **FEES FOR ANDROID/SAMSUNG PAY**

While we do not currently assess fees for the Mobile Banking service, we reserve the right to charge fees in the future. In the event we elect to begin charging fees, those fees associated with Mobile Banking will be outlined in our Personal Account Fee Schedule. Fees for the use of Mobile Banking are separate and apart from any charges that may be assessed by your wireless communication provider for the use of wireless data.

You are responsible for any fees or other charges that your wireless communication provider ("Wireless Carrier") may charge for any related data or message services messaging.

If you have been approved for and have accepted the West Virginia Central Credit Union's Overdraft Services and a transaction originated via Android/Samsung Pay, along with other account activity processed in the same business day, results in a returned item fee or overdraft fee, you will be responsible for the amount of the overdraft and payment of all applicable fees as stated in our Personal Account Fee Schedule. If you frequently overdraw your account we reserve the right to terminate your usage of this service.

## **ALERTS**

By enrolling in Android/Samsung Pay you affirmatively consent to receive legal disclosures, agreements, amendments to agreements, disclosures and terms, and instructions relating to your account(s) enrolled in Android/Samsung Pay via electronic communications means. Moreover, by furnishing us with your landline or mobile/cellular telephone number or email address, you consent to receiving non-marketing automated or prerecorded fraud or security related calls, text messages, or e-mail messages from us at this phone number or email address (including identity verification, data security breaches, suspicious account activity and fraud and security alerts). As further protection for your account, we may provide you certain non-marketing important informational or business alerts in connection with validating or processing your transaction(s) through Android/Samsung Pay, or when online changes are made to your

Android/Samsung Pay account (for example, change in email or home address, telephone number or User ID or Password).

You understand and acknowledge that automated texts, phone calls and email communications you receive from Android/Samsung are not subject to the terms of your agreements with us, but rather are governed by the specific agreements you have entered into with those entities, and are subject to the disclosures that they have furnished to you.

## **YOUR DATA & PRIVACY**

You agree that we may collect, transmit, store, and use certain information about you and your use of your Card in Android/Samsung Pay. The transmission, storage, and usage of this data is governed by the privacy policy applicable to your Card or the underlying account.

You understand and acknowledge that third parties, such as Android/Samsung and Visa, will have access to certain details regarding eligible Card transactions made using the Android/Samsung Pay service. You understand that information that is provided to or held by Android/Samsung or other third parties in relation to the Android/Samsung Pay service is outside the control of WVCCU. Any information you disclose to Android/Samsung or any other third party is subject solely to their security policies and governed by their respective privacy policies and not the WVCCU privacy policy applicable to your Card or the underlying account.

## **INTELLECTUAL PROPERTY**

Android Pay is a trademark of Google and Samsung Pay is a trademark of Samsung, registered in the U.S. and other countries.

## **SUSPENSION OR CANCELLATION OF SERVICES**

WVCCU reserves the right to discontinue support of the Android/Samsung Pay service at any time without advance notice to you. We may suspend or cancel your use of your eligible Card in Android/Samsung Pay at any time, for any reason, and without advanced notice to you.

## **DISCLAIMER OF LIABILITY**

You agree that WVCCU will not have any liability to you or any third party for the potential impacts of discontinuing the service, suspending your ability to use the service, or terminating your use of your Card in Android/Samsung Pay.

WVCCU will not be liable for any circumstances that delay, interrupt, or otherwise impact or prevent your ability to use your Card with the Android/Samsung Pay service (such as, but not limited to, fire, flood, network or system down, time, or interference from an outside force).

## **DISCLAIMER OF WARRANTIES**

You agree and acknowledge that your use of Android/Samsung Pay is at your own risk. No notification to you, either oral or written, provided by WVCCU, its authorized representatives, or any third party shall create any implied, express, or statutory warranty with regards to the use of your Card through the Android/Samsung Pay service including warranties of fitness for a particular purpose.

We are not responsible for the accuracy of information displayed through the Android/Samsung Pay service. Likewise, we are not responsible for your mobile device, the software installed on your device (either the operating system or any other software you choose to install), or the hardware associated with your device. We make no representations, warranties, or guarantees concerning these matters.

THE FOREGOING SHALL CONSTITUTE YOUR EXCLUSIVE REMEDIES AND THE ENTIRE LIABILITY OF US AND OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, FOR OUR

ANDROID/SAMSUNG PAY. YOU ACKNOWLEDGE AND AGREE THAT FROM TIME TO TIME, THE USE OF THE ANDROID/SAMSUNG PAY SERVICE MAY BE DELAYED, INTERRUPTED OR DISRUPTED PERIODICALLY FOR AN INDETERMINATE AMOUNT OF TIME DUE TO CIRCUMSTANCES BEYOND OUR REASONABLE CONTROL INCLUDING, BUT NOT LIMITED TO, ANY INTERRUPTION, DISRUPTION OR FAILURE IN THE PROVISION OF THE SERVICE, WHETHER CAUSED BY STRIKES, POWER FAILURES, EQUIPMENT MALFUNCTIONS INTERNET DISRUPTION OR OTHER REASONS. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO ANDROID/SAMSUNG PAY CAUSED BY OR ARISING OUT OF ANY SUCH DELAY, INTERRUPTION, DISRUPTION OR SIMILAR FAILURE. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE, BE LIABLE FOR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, PUNITIVE OR EXEMPLARY DAMAGES, INCLUDING LOSS OF GOODWILL OR LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF ANDROID/SAMSUNG PAY, EVEN IF SUCH DAMAGES WERE REASONABLY FORESEEABLE AND NOTICE WAS GIVEN REGARDING THEM. IN NO EVENT SHALL WE OR OUR AFFILIATES OR SERVICE PROVIDERS OR THE EMPLOYEES OR CONTRACTORS OF ANY OF THESE BE LIABLE FOR ANY CLAIM ARISING FROM OR RELATED TO ANDROID/SAMSUNG PAY. THESE LIMITATIONS WILL APPLY TO ALL CAUSES OF ACTION, WHETHER ARISING FROM BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY. OUR AGGREGATE LIABILITY AND THE AGGREGATE LIABILITY OF OUR AFFILIATES AND SERVICE PROVIDERS AND THE EMPLOYEES AND CONTRACTORS OF EACH OF THESE, TO YOU AND ANY THIRD PARTY FOR ANY AND ALL CLAIMS OR OBLIGATIONS RELATING TO THIS AGREEMENT SHALL BE LIMITED TO DIRECT OUT OF POCKET DAMAGES UP TO A MAXIMUM OF \$500 (FIVE HUNDRED DOLLARS). SOME STATES DO NOT ALLOW THE EXCLUSION OR LIMITATION OF INCIDENTAL OR CONSEQUENTIAL



DAMAGES SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

## **INDEMNIFICATION**

You agree to defend, indemnify and hold harmless us and Service Providers and their Affiliates, officers, directors, agents, employees, representatives, and contractors of each of these, from any loss, damage, claim or demand (including attorney's fees) made or incurred by any third party due to or arising out of your breach of this Agreement or the breach of this Agreement by any joint account holders or authorized users of your Card and/or your use of Android/Samsung Pay. You must use your best efforts to cooperate with us and may also participate at your own expense in the defense of any such claim.

## **GOVERNING LAW**

These terms and conditions of this Agreement shall be governed by, interpreted under and construed in accordance with the laws of the State of West Virginia, without regard to any state conflict of law provisions. To the extent that the terms of this Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Your existing account relationships shall be governed by and construed in accordance with the laws of the State in which the Credit Union's office is located where you initially established your account(s). This Agreement shall also be governed by applicable Federal law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

The United Nations Convention on Contracts for the International Sale of Goods shall not apply to this Agreement.

## **CHANGES TO THIS AGREEMENT**

As part of your use of Android/Samsung Pay, you agree to receive all legally required notifications via electronic means. We may amend this agreement and any applicable

fees and charges for the service at any time by posting a revised version of this agreement on our website located at [www.wvccu.org](http://www.wvccu.org) unless the amendment is otherwise required by law or applicable regulation, in which case we will not send you notice of an amendment.

We may also provide you with notice concerning these Terms & Conditions via electronic notice given to you at any e-mail address or by contacting you using any telephone number you have provided to us, or by contacting you at the address we have on file for you.

The revised version will be effective at the time it is posted or delivered unless a delayed effective date is expressly stated in the revision or required by law. Any use of Android/Samsung Pay after a notice of change or after the posting of a revised version of this agreement on our website will constitute your agreement to such changes and revised versions. We reserve the right to terminate the Android/Samsung Pay services in its entirety at any time and without notice to you.

## **NOTICES FROM YOU**

Any notice you provide to us will be effective upon our receipt of such notices providing that we have had a reasonable time to review and act upon your notice.

Effective September 16, 2016