

Digital Wallet Terms of Use



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

1. Digital Wallet Service

The digital wallet 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 digital wallet service as a form of payment. The digital wallet 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 digital wallet service routes the transaction charge to the Card you have designated and authorizes payment to the merchant.

The digital wallet service may not be accepted at all places where your ELGA Credit Union Card is accepted. Transactions on your ELGA Credit Union Card initiated through the digital wallet service are governed by the applicable Card Agreement. The provider's Terms & Conditions for the digital wallet service describe your rights and obligations regarding the digital wallet service. You understand that those agreements may provide for fees, limitations and restrictions which might impact your use of the Digital Wallet (for example, your mobile service carrier may impose data usage or text message charges for your use of or interaction with the Digital Wallet), and you agree to be solely responsible for all such fees, limitations and restrictions.

2. Eligibility & Enrollment

Only ELGA Credit Union Cards that we indicate are eligible can be added to the digital wallet 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 digital wallet service. You can add an eligible Card to the digital wallet service by registering the Card through the digital wallet service by following the digital wallet service authentication and enrollment requirements.

3. Card & Service Responsibility

You are solely responsible for maintaining the security of your digital wallet 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 digital wallet service. If you add a Card to one of your devices and have other devices sharing the same account ("Other Devices"), this may permit the Card to be added to the Other Devices and permit users of the Other Devices to see Card information. Please contact your Digital Wallet provider for more information. ELGA Credit Union is not the provider of the digital wallet service, and we are not responsible for providing the service to you. We are only responsible for supplying information securely to the digital wallet service as necessary to allow use of your ELGA Credit Union Card in connection with the digital wallet service. We are not responsible for any failure of the digital wallet service, or the inability to use the digital wallet service for any transaction.

4. Limitation of Liability

ELGA CREDIT UNION IS NOT RESPONSIBLE FOR THE DIGITAL WALLET 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 a 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. Accordingly, you agree to resolve any problems with your carrier or Digital Wallet provider directly without involving ELGA Credit Union.

5. Information Sharing & Privacy

By enrolling in and using the digital wallet service, you authorize the Credit Union to collect information from the service provider to verify your identity and to enable you to use the digital wallet 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 digital wallet 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.ELGACU.com) applies to our activity in connection with the digital wallet service. However, information that you share with other parties in connection with the digital wallet 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 digital wallet service. You may delete or remove your Card from the digital wallet service by following the digital wallet 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 digital wallet 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 ELGA 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.