



## Terms and Conditions for Apple Pay and Samsung Pay

Media City Credit Union Visa® Debit Cards are supported for use with Apple Pay and Samsung Pay. In this Media City Credit Union Terms and Conditions for Apple Pay and Samsung Pay, these terms have these meanings: “mobile payment app” means Apple Pay and Samsung Pay; “mobile payment app provider” means Apple Inc., and Samsung Electronics Co. Ltd.; “device” means any compatible Apple or Samsung, smartwatch, tablet, pad, or other electronic hardware on which the Apple Pay or Samsung Pay mobile payment app can be enabled and operated and that meets the minimum hardware and operating system software requirements as determined by the mobile payment app provider; “Card” means Media City Credit Union Visa Debit Card; "you", "your", "yours", “user”, and “users” mean each and every one who uses a Card on the mobile payment app; "we", "us", and "our" each mean Media City Credit Union; and “Terms and Conditions” means this Media City Credit Union Terms and Conditions for Apple Pay and Samsung Pay.

**If you do not agree to these Terms and Conditions, do not continue or add your Card to the mobile payment app.**

**Consent.** By continuing, you affirmatively consent to conduct business with us electronically, request the use your Card on the mobile payment app, and acknowledge that you have electronically received and agree to these Terms and Conditions. Your consent is required in order to use your Card on the mobile payment app. You can withdraw your consent by deleting your Card from the mobile payment app, or by telephoning us at 818-238-2950, notifying us via email at [team@mediacitycu.org](mailto:team@mediacitycu.org), or by visiting our branch. If you withdraw your consent, your Card will not be available for use on the mobile payment app.

**Adding and Using Your Card on the Mobile Payment App.** Add your Card to Apple Pay and Samsung Pay by following the instructions of the mobile payment app provider. You must add and maintain your Card in the mobile payment app in order to make purchases and payments of goods and services in-store, in-app and online, where the Apple Pay and Samsung Pay (as applicable) logo is displayed. You may not be able to use the mobile payment app at all merchants and locations where your Card is otherwise accepted.

**Minimum Hardware and Software Requirements.** There are device minimum hardware and operating system software requirements in order for you to add your Card to the mobile payment app and to use and continue to use the mobile payment app. These minimum requirements are mandated by the mobile payment app provider. Media City Credit Union does not determine or set these requirements. If you do not maintain the device minimum hardware and software requirements, you may not be able to continue to use your Card with the mobile payment app. It is important that you regularly install device software updates from the mobile payment app provider for security and operating purposes.

**Terms and Conditions and Media City Credit Union Card and Other Agreements.** Nothing in these Terms and Conditions is intended to supersede, replace or otherwise modify any Media City Credit Union Card agreement, the Media City Credit Union membership agreement, or any other Media City Credit Union product or service agreement. Where these Terms and Conditions may be interpreted to contradict a Media City Credit Union Card agreement, Media City Credit Union membership agreement, or other Media City Credit Union product or service agreement, such agreement will take precedence over these Terms and Conditions, and are incorporated herein by this reference.

**Media City Credit Union Is Not the Provider of Apple Pay and Samsung Pay.** Media City Credit Union is not the mobile payment app provider and Media City Credit Union is not the provider of Apple Pay or Samsung Pay. Media City Credit Union is not affiliated with and is a separate entity from Apple Inc. and Samsung Electronics Co. Ltd. Media City Credit Union does not govern the privacy or security of the information that you may share with or that be held by the mobile payment app or mobile payment app provider. The mobile payment app provider's separate terms and conditions agreement will govern your and their rights and obligations with regard to use of their specific mobile payment app. MEDIA CITY CREDIT UNION IS NOT RESPONSIBLE FOR APPLE PAY AND SAMSUNG PAY (REFERRED TO AS "THE SERVICE" IN THIS SECTION), AND THE SERVICE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND. MEDIA CITY CREDIT UNION MAKES NO WARRANTY THAT THE SERVICE WILL BE ERROR-FREE, UNINTERRUPTED, OR SECURE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE SERVICE IS AT YOUR OWN RISK, AND THAT MEDIA CITY CREDIT UNION IS NOT RESPONSIBLE FOR RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, ACCURACY AND EFFORT. MEDIA CITY CREDIT UNION MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, INCLUDING WITHOUT LIMITATION, MERCHANTABILITY OR THE IMPLIED WARRANTY OF FITNESS FOR PARTICULAR PURPOSE AND RELATED REPRESENTATIONS. NO ORAL OR WRITTEN ADVICE GIVEN BY MEDIA CITY CREDIT UNION WILL CREATE A WARRANTY NOT EXPRESSLY STATED IN THESE TERMS AND CONDITIONS SHOULD THE SERVICE PROVE DEFECTIVE. MEDIA CITY CREDIT UNION ASSUMES NO LIABILITY FOR THE COSTS OF SERVICING, REPAIR OR CORRECTION. EXCEPT AS OTHERWISE EXPRESSLY STATED IN THIS AGREEMENT AND DISCLOSURE, MEDIA CITY CREDIT UNION WILL NOT BE RESPONSIBLE FOR ANY CLAIM, INJURY, LOSS, LIABILITY, COST, OR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, OR EXEMPLARY DAMAGES RESULTING FROM THE USE OF THE SERVICE.

**Confidentiality.** We will disclose information to the mobile payment app provider and other third parties about your Card as necessary to add and enable your Card to operate in the mobile payment app to facilitate your Apple Pay and Samsung Pay purchase and payment transactions. We disclose information only in accordance with our Privacy Policy; please refer to our Privacy Policy for complete information. You should refer to the applicable mobile payment app provider's privacy policy for information on their privacy policy and practices.

**Card Transaction Disputes and Liability.** Your rights, responsibilities, the process to inquire and submit questions, report errors and dispute transactions, and liability for unauthorized use of your Card are set forth in the applicable Media City Credit Union Card agreement. Refer to your Media City Credit Union Card agreement for complete information.

**Fees.** Media City Credit Union does not charge a fee to use Apple Pay and Samsung Pay; however, you are responsible for any fees or charges by your telecommunications, mobile, internet, or other service provider, by any merchant or any other third party, and any Card interest, fees, or other charges.

**Lost or Stolen Device.** In the event your device is lost or stolen, you agree to notify us immediately at 818-238-2950 and to take appropriate action to disable the use of the device. You understand that there are risks associated with using such device and that in the event of loss or theft of your device your confidential information could be compromised.

**Termination or Change.** We reserve the right, in our sole discretion and at any time, to discontinue or terminate your ability to use Apple Pay and/or Samsung Pay with your Card, to discontinue or terminate the availability of Apple Pay and/or Samsung Pay on your Card, and to terminate, add, delete, or change any term or condition of this Media City Credit Union Terms and Conditions for Apple Pay and Samsung Pay. We will provide you with notice of any such termination or change as required by law. The continued use of your Card with the mobile payment app will constitute your acceptance and agreement to any change in the Terms and Conditions.

**Notice to You.** You agree that we may provide notice to you electronically, via email at any email address you have provided to us, via alert or text message, by posting it on our website or other electronic service you have with us, or by otherwise contacting you at the address you have on file with us, regarding any matter pertaining

to these Terms and Conditions, your Card, your Card access for Apple Pay and Samsung Pay, and as required by law or regulation. You agree that any such notices that we send to you electronically will satisfy any legal communication requirements.

**Other Limitations of Liability and Disclaimer of Warranties.** You are solely responsible for the selection, maintenance, security, and operation of your device, software, email, and telecommunication, mobile, and internet service provider. Media City Credit Union expressly disclaims any and all liability as relates to the improper use of your device and the access and transmission of data except as provided by statute. Media City Credit Union is not responsible for any errors or failures due to any malfunction of your device or software, the unsuitability of your device, or any virus, or problem that may be associated with the use of the device or its software.

**All Agreements and Disclosures Are "In Writing".** The Media City Credit Union Terms and Conditions for Apple Pay and Samsung Pay provided electronically is considered "in writing" and is available to you in a form you can keep by requesting a paper copy from us as indicated below.

**Obtaining Paper Copies.** You can obtain a paper copy of this Media City Credit Union Terms and Conditions for Apple Pay and Samsung Pay by emailing us at [team@mediacitycu.org](mailto:team@mediacitycu.org) and downloading and/or printing it yourself. Media City Credit Union agreements and disclosures are available in PDF format; Adobe Acrobat Reader 6.0 or later version is required - A free copy of Adobe Acrobat Reader may be obtained from the Adobe website at <http://www.adobe.com>. You can also obtain paper copies by contacting us at 818-238-2950. Paper copies are provided free of cost when sent by us to you through U.S. mail. If you request a paper copy to be sent to you other than through the regular U.S. mail you may be charged a fee.

**Waiver.** Our failure to seek a redress for violation, or to insist upon the strict performance, of any covenant, agreement, provision, or condition of the Terms and Conditions shall not constitute the waiver of the terms or of the terms of any other covenant, agreement, provision, or condition, and we shall have all remedies provided herein with respect to any subsequent act which would have originally constituted a violation of the Media City Credit Union Terms and Conditions for Apple Pay and Samsung Pay.

**Other Terms.** You may not assign the Media City Credit Union Terms and Conditions for Apple Pay and Samsung Pay. A determination that any provision of the Terms and Conditions is unenforceable or invalid shall not render any other provision of the Terms and Conditions unenforceable or invalid.

**Governing Law.** You understand and agree that the Media City Credit Union Terms and Conditions for Apple Pay and Samsung Pay and all questions relating to its validity, interpretation, performance, and enforcement shall be governed by and construed in accordance with the internal laws of the State of California, notwithstanding any conflict-of-laws doctrines of such state or other jurisdiction to the contrary. You also agree to submit to the personal jurisdiction of the courts of the State of California.

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