



Digital Wallet Terms and Conditions

Please read these Digital Wallet Terms and Condition (Terms) which apply when you choose to add your OneUnited Bank debit card (Card) to a third party mobile payment system such as Apple Pay, Samsung Pay, Android Pay, or Google Wallet.

These Terms state the terms and conditions on which OneUnited Bank will provide, and you may use the Digital Wallet Service (Service) and form part of a legally binding agreement between you and OneUnited Bank that also include the Online Banking & Bill Payment Agreement, the Debit Card Agreement, and the Deposit Account Agreement (contains terms and conditions for Electronic Funds Transfers), which you can review at www.oneunited.com. These Terms for adding your OneUnited Bank card to a Digital Wallet (the Terms) apply when you choose to add a OneUnited Bank debit card to a Digital Wallet (iWallet). In these Terms, you and your refer to the cardholder or user of the OneUnited Bank issued Debit card (the Card), and we, us, our, and OneUnited Bank Card refers to the issuer of the OneUnited Bank card, which is OneUnited Bank. When you add a OneUnited Bank Card to the Wallet, you agree to these Terms. Use of your Card through a Digital Wallet is your acceptance of these Terms.

You agree to indemnify, defend and hold us, the Bank, harmless from and against any and all losses, claims, damages, liabilities, regulatory or civil actions, costs or expenses (including any attorneys' fees) that arise out of or are based upon (a) the failure of you, any Digital Wallet, or any Digital Wallet service provider to conform to applicable law, (b) the negligence or intentional action or inaction of you or any Digital Wallet service provider, (c) any breach by you of any term, condition, warranty, representation or any other portion of these Terms, or (d) any breach by you, any Digital Wallet service provider of any term, condition, warranty, representation or any other portion of any Digital Wallet agreement. Your indemnification obligations set forth herein shall survive termination or expiration of these Terms.

1. Adding Your OneUnited Bank Card

You can add an eligible OneUnited Bank Card to the Wallet by following the instructions of the Wallet provider. Only OneUnited Bank cards that we indicate as eligible can be added to the Wallet. If your OneUnited Bank card or underlying account is not in good standing, that OneUnited Bank card will not be eligible to enroll in the Wallet. When you add a OneUnited Bank card to the Wallet, the Wallet allows you to use the OneUnited Bank card to enter into transactions where the Wallet is accepted. The Wallet may not be accepted at all places where your OneUnited Bank card is accepted.

2. Your OneUnited Bank Card or Account Terms Do Not Change

Any limits we place on the frequency or dollar amount of your Card transactions will also apply to Wallet transactions. The Debit Card agreement and Deposit Account Agreement that govern your OneUnited Bank card and underlying account do not change when you add your OneUnited Bank Card to the Wallet. The Wallet simply provides another way for you to make purchases with the OneUnited Bank Card. Any applicable fees and charges that apply to your OneUnited Bank Card or underlying account will also apply when you use the Wallet to access your OneUnited Bank Card. OneUnited Bank does not charge you any additional fees for adding your OneUnited Bank Card to the Wallet or using your OneUnited Bank Card in the Wallet. The Wallet provider and other third parties such as wireless companies or data service providers may charge you fees. You agree and acknowledge that you are responsible for the payment of third party fees associated with using the Wallet. Your use of the Wallet is also subject to applicable agreements or terms of use with your mobile device provider or other parties.

3. OneUnited Bank is Not Responsible for any Digital Wallet

OneUnited Bank is not the provider of any Wallet, and is not responsible for providing the Wallet service to you. We are responsible for supplying information securely to the Wallet provider to allow usage of the OneUnited Bank Card in the Wallet. We will exchange information with the Wallet provider as necessary to process transactions initiated by using the Card in the Digital Wallet. We are not responsible for any failure of the Wallet, or the inability to use the Wallet for any transaction. We are not responsible for the performance or non-performance of the Wallet provider or any other third parties regarding any agreement you enter into with the Wallet provider or associated third party relationships that may impact your use of the Wallet. You are solely responsible for the transactions processed using your Card through a Digital Wallet including the completeness and accuracy of information entered.

4. Contacting You Electronically, and by Email

You consent to receive electronic communications and disclosures from us in connection with your OneUnited Bank Card and the Wallet. You agree that we can contact you by email at any email address you provide to us in connection with any OneUnited Bank account. It may include contact from companies working on our behalf to service your card or your accounts while using the Wallet. You agree to promptly update your contact information with us when it changes.

5. Removing Your OneUnited Bank Card from the Wallet

You should contact the Wallet provider on how to remove a Card from the Wallet. Follow their instructions. We also reserve the right to block, suspend, terminate, or discontinue support and/or use of a Card in a Wallet, except as otherwise prohibited by applicable law at any time without prior notice. You agree to these terms immediately upon your first use of the Wallet. If your Card is not working for any reason, call us at (877) 663-8648 and follow the prompts for Debit Card service.

6. Governing Law and Disputes

These Terms are governed by federal law and, to the extent that state law applies, the laws of the state that apply to the agreement under which your OneUnited Bank card is covered. Disputes arising out of or relating to these Terms will be subject to any dispute resolution procedures in your OneUnited Bank Debit Card agreement AND the Deposit Account Agreement for the underlying account.

7. Ending or Changing these Terms; Assignments

We can terminate the Wallet service and these Terms at any time. We can also change these Terms, or add or delete any items in these Terms, at any time. We will provide notice if required by law. We can also assign these Terms. You cannot change these Terms, but you can terminate these Terms at any time by removing all OneUnited Bank Cards from the Wallet. You may not assign these Terms.

8. Privacy

Your privacy and the security of your information are important to us. The U.S. Consumer Privacy Notice (available online at <https://www.OneUnited Bank.com>) applies to your use of your OneUnited Bank Card in the Wallet. You agree that we may share your information with the Wallet provider, a payment network, and others in order to provide the services you have requested, to make information available to you about your OneUnited Bank Card transactions, and to improve our ability to offer these services. This information helps us to add your OneUnited Bank card to the Wallet and to maintain the Wallet. We do not control the privacy and security of your information that may be held by the Wallet provider, and that is governed by the privacy policy given to you by the Wallet provider. Refer to your Digital Wallet provider for their privacy policies. You agree that we are not liable for any loss, injury or other harm that arises out of or is in connection with a data breach suffered by a Wallet provider or any loss suffered by a Wallet provider, including a Wallet providers use of your information.

9. Notices

We can provide notices to you concerning these Terms and your use of a OneUnited Bank card in the Wallet by posting the material on our website, through electronic notice given to any electronic mailbox we maintain for you or to any other email address or telephone number you provide to us, or by contacting you at the current address we have on file for you.

10. Security

You agree to confidentially protect and not to give or make available to others your third party (Apple, Android, etc.) user IDs, passwords, PINs and all other information required for you to make purchases with your Digital Wallet. If you share these credentials with others, they may be able to access your Digital Wallet and make purchases for which you are responsible. You are responsible for all transactions you authorize using the Wallet. If you permit other persons to use the Wallet or your PIN or other means to access your account, you are responsible for any transactions they authorize.

You will secure all mobile devices used with the Wallet as you would your Card. If your mobile 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, contact us immediately so that we can take action to disable your Card for use within the Wallet. Call us at (877) 663-8648 during business hours, (800) 264-5578 during non-business hours and (701) 461-0421 (collect) if you are outside of the U.S.



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 your Digital Wallet or not. If there are errors or if you suspect fraud with your Card contact us promptly at (866) 987-1457. Third parties (Apple, Samsung, etc.) are responsible for the security of information provided to them or stored in their Digital Wallet. OneUnited Bank is not responsible if there is a security breach affecting any information stored in the Digital Wallet. OneUnited Bank takes commercially reasonable steps to ensure that information that it sends to a Digital Wallet is sent in a secure manner.

11. Questions

If you have any questions, disputes, or complaints about the Wallet, contact the Wallet provider using the information given to you by the Wallet provider. If your question, dispute, or complaint is about your OneUnited Bank Card, then contact us at: (877) 663-8648 or email us at customersupport@oneunited.com.