

## **RBFCU MASTERPASS TERMS AND CONDITIONS**

### **Introduction**

Welcome to the *RBFCU MasterPass* web site. The RBFCU MasterPass web site (the “Site”) allows you to register for and manage your *RBFCU MasterPass*, an open digital wallet platform created by MasterCard International Incorporated (MasterCard) and presented to you by RBFCU Credit Union (RBFCU). Please read these terms of use carefully before registering on the Site or using the Site, and keep them for your records. By accessing this Site, you agree to these terms of use and any additional terms and conditions that may be published by RBFCU on the Site, as may be amended from time to time (collectively referred to as the “Terms of Use”). The Terms of Use set forth the terms applicable to your use of the Site. BY USING THE SITE YOU ACKNOWLEDGE THAT YOU HAVE READ, UNDERSTOOD, AND AGREED TO BE BOUND BY THE TERMS OF USE. IF YOU HAVE ANY QUESTIONS ON THE TERMS OF USE, YOU SHOULD CONSULT WITH AN ATTORNEY BEFORE USING THE SITE. If you do not agree to the Terms of Use, do not access the Site or use the Site. In these Terms of Use, the words “you” and “your” mean the person who has accessed the Site, as defined below, and/or has registered for participation in the Program. The words “we,” “us” and “our” mean RBFCU. “Site” means [RBFCU Site] or such other website as we may establish for the *RBFCU MasterPass* program (the “Program”).

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## The Site

The Site is a benefit for RBFCU cardholders and other consumers. We are bringing to you an open digital wallet service that allows you to store payment, shipping and billing information (“Payment Information”) in your *RBFCU MasterPass* and to use your *RBFCU MasterPass* wherever you see the *MasterPass*® online acceptance mark (the “*MasterPass* Button”) to enable remote transactions that are safe, simple and smart. You may store your credit, debit and prepaid cards supported by the *RBFCU MasterPass* (“Cards”), which may include Cards that bear a logo of MasterCard, Visa, American Express, Discover and other supported payment card associations, networks, or companies. MasterCard, at your request, will transmit your Payment Information, which you have registered with MasterCard in your *RBFCU MasterPass*, to a merchant that displays the *MasterPass* Button (a “*MasterPass* Online Merchant”) on its website, .mobi site or smart device application when you click the “Review Your Order” button on the Site. After the *MasterPass* Online Merchant receives your Payment Information, it will submit the payment for processing as usual through its acquirer. RBFCU is not involved in, and does not make any representations with respect to, any underlying transaction between you and any *MasterPass* Online Merchant. MasterCard does not guaranty payment on behalf of any consumer. RBFCU does not represent or warrant the authenticity, validity, accuracy or completeness of the Payment Information MasterCard transmits on your behalf. RBFCU disclaims all liability for fraud or unauthorized use related to Payment Information. You must be at least 18 years of age or 21 in Puerto Rico to use the Site.

By consenting to the Terms of Use, you agree that: (i) you represent only yourself here and no other person; (ii) you will provide accurate information to RBFCU, including, but not limited to, information required to register for the Program; (iii) you will not use the Site to reproduce, duplicate, copy, sell, resell, distribute, publish, or exploit for any commercial purpose the software, content, offers, experiences, products, or services provided by RBFCU or obtained through the Site without obtaining the express, prior written consent of RBFCU. This restriction includes any attempt to incorporate any information from the Site into any other directory, product, or service; (iv) you will provide for your own access to use the Site, including, but not limited to, obtaining and maintaining all telephone, computer hardware and software, and other equipment and paying all related charges; (v) you will not use the Site in any manner that adversely affects the availability of its resources to or enjoyment by other users or in any manner that could damage, disable, overburden, or impair RBFCU's or Service Provider's servers or networks; and (vi) you will not use the Site or any purpose that is unlawful or prohibited by the Terms of Use.

You are entirely responsible for maintaining the security and confidentiality of your account, user name and password, and you are responsible for all activities and conduct by you or anyone else that are conducted through your account. You agree to notify RBFCU immediately of any unauthorized use of your account or any other breach of security. RBFCU or agents will not be liable for any loss or damages of any kind that may arise as a result of someone else using your password or account, either with or without your knowledge; however, you may be held liable for any losses incurred by RBFCU or another party due to someone else using your account or password.

You will at all times adhere to all applicable laws, rules, and regulations applicable to your use of the *RBFCU MasterPass*. Without limiting the foregoing, you may not act as a payment intermediary, aggregator or service bureau or otherwise resell the *RBFCU MasterPass* yourself or on behalf of any third party, including without limitation the handling, processing, and transmission of funds for any third party. We may refuse to provide and have the right to disable the *RBFCU MasterPass* to you or any other user at any time for any reason or no reason whatsoever, including, without limitation, if we suspect fraud, illegal, unauthorized or improper conduct.

### **Text Messages**

As part of the sign-up process, you may elect to receive various notices in the form of text messages sent to your mobile phone. By making the election, you expressly agree and consent to receive these messages. Your standard messaging, airtime, and data rates will apply. The number of messages you will receive each month will vary according to the number of transactions you make and the preferences you select during the sign-up process. You can get help at any time by texting **HELP** to **74920**. You may also email Customer Service at [walletsupport@MasterPass.com](mailto:walletsupport@MasterPass.com) or call 1-866-309-6155. You may revoke your consent at any time by returning to [www.MasterPass.com/wallet](http://www.MasterPass.com/wallet), logging into your account, and navigating to the Preferences page. You may also text **"STOP," "ENDVER," "ENDNOT,"** or **"ENDMKT"** to **74920**. If your mobile phone is off, out of range, or subject to a variety of other conditions, you may not receive all messages or messages may be delayed. Cellular and other wireless transmission services and networks are inherently insecure and subject to service disruptions, weak or dropped signals, and other failures over which we have no control. Messages are currently supported by the following mobile carriers: AT&T, CBW, nTelos, U.S. Cellular Sprint, Nextel, Boost, Virgin Mobile, Verizon Wireless, T Mobile, Alltel, and Cricket. We assume no responsibility or liability for the foregoing or your failure to receive messages.

### **Right to Use Site Content**

We are granting you a limited, nonexclusive, revocable license for you to view, share, print or download any Content, as defined below, from the Site for your own personal use. You are not granted the right to license, republish, distribute, copy, assign, sublicense, transfer, sell, prepare of derivative works or other non-personal use any Content on the Site. No part of any Content may be reproduced in any form or incorporated into any information retrieval system, electronic or mechanical, other than for your personal use. You may not access or use the Site in any way that could or is intended to damage or impair the Site, or any server or network underlying the Site, or interfere with anyone else's use and enjoyment of the Site. You are also granted a limited, revocable, and nonexclusive right to create a hyperlink to the Site or its any Content therein so long as the link does not portray RBFCU, or its products or services in a false, misleading, derogatory, or otherwise offensive matter or imply a sponsorship or endorsement of your site, page or content by RBFCU.

You may not use automated systems (e.g., robots, spiders, etc.) to access the Site. You agree not to collect personally identifiable information of other users of the Site or to sell or otherwise exploit that

information. Except for the limited rights expressly granted herein, all right, title and interest in and to the Site and all Content contained therein are reserved and owned by RBFCU.

RBFCU RETAINS THE RIGHT TO DENY ACCESS TO THIS SITE TO ANYONE WITHOUT NOTICE AT ITS COMPLETE DISCRETION FOR ANY REASON, INCLUDING FOR VIOLATION OF ANY OF THESE TERMS OF USE, INCLUDING ANY USE RIGHTS.

### **Changes to the Site, the Program and Terms of Use**

RBFCU reserves the right to change or modify Content, materials or information appearing on or in connection with this Site, including these Terms of Use, or discontinue the Program at any time without notice to you. RBFCU may at any time revise these Terms of Use by updating this posting. You are responsible for regularly reviewing the Terms of Use. Any changes or revisions are effective immediately upon posting. Continued use of the Program or accessing the Site following any such changes constitutes your acceptance of such changes. RBFCU reserves the right to charge fees at any time for access to all or portions of the Program with your advance acknowledgement of the charge.

### **Termination**

RBFCU may terminate your registration or restrict your access to the Site for any reason at any time.

### **Intellectual Property Rights**

The Site Content is protected by applicable intellectual property laws and all Content is owned by RBFCU, MasterCard or used by RBFCU under a license or with permission. All text, formatting (including without limitation the selection, coordination and arrangement of materials on the Site, and the images, graphics, animation, tools, widgets, applications, commercials, videos, music, sounds, articles, copy, creative materials, photos, trademarks, service marks, trade names, and logos, and other materials and information on this Site are subject to the intellectual property rights of MasterCard, RBFCU, or their subsidiaries and affiliates, and their respective licensors and licensees (collectively "Content"). These materials may not be copied, reverse engineered, decompiled, disassembled, modified, reposted to other web sites, framed, deep linked to, changed, or otherwise distributed, redistributed, licensed, sublicensed or transferred in any form by you. Nothing contained on the Site shall be construed as granting, by implication, estoppel or otherwise, any license or right to make commercial use of any RBFCU or MasterCard trademark, intellectual property right or copyrighted material without RBFCU's prior written permission. The trademarks, logos, trade names and service marks, whether registered or unregistered (collectively the "Trademarks") displayed on the Site, including *MasterPass*, *MasterPass* Wallet, *MasterPass* Online, and the *MasterPass* Wallet Services, are Trademarks of MasterCard and/or its third party partners including RBFCU. Nothing contained on the Site should be construed as granting by implication or otherwise, any license or right to use any Trademark displayed on the Site without the written permission of RBFCU, MasterCard or such third party that may own the Trademark.

Any unauthorized commercial use of these materials will violate RBFCU or MasterCard intellectual property rights and will be subject to their full legal rights and remedies.

## Copyright Complaints

In operating the Site, MasterCard may act as a “services provider” (as defined by DMCA) and offer services as online provider of materials and links to third party web sites. As a result, third party materials that MasterCard does not own or control may be transmitted, stored, accessed or otherwise made available using the Site. MasterCard has in place certain legally mandated procedures regarding allegations of copyright infringement occurring on the Site and has adopted a policy that provides for the immediate removal of any content or the suspension of any user that is found to have infringed on the rights of MasterCard or of a third party, or that has otherwise violated any intellectual property laws or regulations, or this Agreement. If you believe any material available through the Site infringes a copyright, you should notify MasterCard using the notice procedure for claimed infringement under the DMCA (17 U.S.C. Sect. 512(c)(2)). MasterCard will respond expeditiously to remove or disable access to the material claimed to be infringing and will follow the procedures specified in the DMCA to resolve the claim between the notifying party and the alleged infringer who provided the Content. You should address infringement notices under the DMCA to: Copyright Agent, 2000 Purchase Street, Purchase, NY 10577, Attn: Law Department or to [copyrightagent@mastercard.com](mailto:copyrightagent@mastercard.com).

Please provide the following notice:

1. Identify the copyrighted work or other intellectual property that you claim has been infringed;
2. Identify the material on the Site that you claim is infringing, with enough detail so that MasterCard may locate it on the Site;
3. A statement by you that you have a good faith belief that the disputed use is not authorized by the copyright owner, its agent, or the law;
4. A statement by you declaring under penalty of perjury that (a) the above information in your notice is accurate, and (b) that you are the owner of the copyright interest involved or that you are authorized to act on behalf of that owner;
5. Your address, telephone number, and email address; and
  1. Your physical or electronic signature

MasterCard may give notice to its users of any infringement notice by means of a general notice on any of its websites, electronic mail to a user's e-mail address in its records, or by written communication sent by first-class mail to a user's physical address in its records. If you receive such an infringement notice, you may provide counter-notification in writing to the designated agent that includes the information below. To be effective, the counter-notification must be a written communication that includes the following:

1. Your physical or electronic signature;

2. Identification of the material that has been removed or to which access has been disabled, and the location at which the material appeared before it was removed or access to it was disabled;
3. A statement from you under the penalty of perjury, that you have a good faith belief that the material was removed or disabled as a result of a mistake or misidentification of the material to be removed or disabled; and
  1. Your name, physical address and telephone number, and a statement that you consent to the jurisdiction of a Federal District Court for the judicial district in which your physical address is located, or if your physical address is outside of the United States, for any judicial district in which we may be found, and that you will accept service of process from the person who provided notification of allegedly infringing material or an agent of such person.

### **Submissions or Feedback**

From time to time, we may ask that you for your feedback on the Site and products and/or services. Any communication or material you transmit or post will be (a) treated as non-confidential and non-proprietary by RBFCU, (b) become the property of RBFCU and RBFCU shall exclusively now and hereinafter own all rights, title and interest therein, and (c) used without restriction by RBFCU licensees and affiliates at its sole discretion without any obligation, compensation or other liability to you. Such use may be for any purpose whatsoever, including, but not limited to, reproduction, disclosure, transmission, publication, broadcast and posting whole or in part, in any medium and in any manner, now known or later developed, on this Site or otherwise. And RBFCU shall be under no obligation to respond to any such communication. Notwithstanding the foregoing, RBFCU maintains a policy of not accepting or considering any creative ideas, suggestions or materials from the public regarding its products and services (“Submissions”), and therefore, you should not make any Submissions to RBFCU in any communications through this Site or otherwise. Nonetheless, if you do send us a Submission, despite our request not to do so, then such Submission shall immediately become the property of RBFCU and RBFCU shall exclusively now and hereinafter own all rights, title and interest therein. Furthermore, RBFCU shall be free to use any Submissions for any purpose whatsoever, including, but not limited to, developing and marketing products and services. RBFCU shall not be liable for such use or disclosure of such Submission or for any similarities in the Submission and any future RBFCU products and services.

### **Merchants and Merchants Offers**

Merchants (including nonprofits) may provide to RBFCU certain offers, experiences or other benefits on the purchases of goods and services (“Offers”) that may be available on the Site or directly through the merchant. Such Offers are subject to certain terms and conditions for each Offer and may change at any time without notice to you. RBFCU will not be liable for any loss or damage incurred as a result of any interaction between you and a merchant with respect to such Offers. You acknowledge that RBFCU does not endorse or warrant the merchants that are accessible through the Site nor the Offers that they provide on the Site or on their own web site.

## **Contests and Sweepstakes**

From time to time, we will make you aware of certain RBFCU or third party related contests and sweepstakes or other promotions. All such contests, sweepstakes and promotions are subject to the Official Rules or Terms and Conditions for such sweepstakes, contests and promotions and all related applicable laws, regulations and statutes.

## **Third Party Content and Links to Other Web Sites**

The Site may contain third party content and links to other web sites that are completely independent of this Site. Third-party content and links are included solely for the convenience of users and do not constitute any approval, endorsement or warranty by RBFCU. Moreover, RBFCU is not responsible for the accuracy, completeness, or reliability of third-party information, or the products or services offered or sold through any linked web site and you assume sole responsibility for the use of third-party information. Any agreements, transactions, or other arrangements made between you and such third party are made solely at your own risk. When you click on a third-party link, you will leave the Site. Any personal information you submit on the resulting site will not be collected or controlled by RBFCU but will be subject to the privacy notice or terms of use of the resulting site. Please review the privacy policy and terms of use of the resulting site for more information on its privacy practices.

RBFCU is not responsible for examining or evaluating, and we do not warrant the offerings of any third party content or Offer presented on this Site. RBFCU does not assume any responsibility or liability for the actions, Offer and content of all these and any other third parties. Carefully review the Offer details and terms and conditions prior to purchase.

## **Privacy Policy**

RBFCU recognizes the importance of respecting the privacy of those who visit and choose to take advantage of the programs and information offered on the Site. The [RBFCU MasterPass Privacy Policy](#) provides a description of how RBFCU collects, uses, shares and protects personal information on the Site, as well as the choices and access rights you have in regards to such personal information.

## **Indemnification**

You agree to indemnify, defend and hold RBFCU and its business partners and their respective officers, directors, employees and affiliates harmless from any liability, loss, claim and expense, including without limitation, reasonable attorneys' fees and expenses, related to or arising from: (i) your violation of these Terms of Use; (ii) your misuse of the Site; and (iii) your violation or infringement of copyright or other intellectual property or other rights of third parties contained in your Submissions and/or any other violation of law or breach of contract obligations relating to the Submissions.

## **Disclaimer of Warranties**

While RBFCU will use reasonable efforts to ensure that all material on this Site is correct; however, accuracy cannot be guaranteed and RBFCU does not assume any responsibility or liability for the accuracy, completeness or authenticity of any information contained in this Site.

THE SITE AND ALL CONTENT CONTAINED HEREIN ARE PROVIDED TO YOU "AS IS," AND "AS AVAILABLE," AND ALL WARRANTIES, EXPRESS OR IMPLIED, ARE HEREBY DISCLAIMED, INCLUDING ANY WARRANTY OF MERCHANTABILITY, TITLE/NONINFRINGEMENT, QUALITY OF INFORMATION, OR FITNESS FOR A PARTICULAR PURPOSE. NO INFORMATION OBTAINED BY YOU FROM RBFCU THROUGH THE SITE SHALL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITATION, RBFCU DISCLAIMS ALL WARRANTIES REGARDING THE AVAILABILITY OF THE SITE, THAT THE SITE WILL OPERATE ERROR-FREE, THAT THE OFFER TERMS AND CONDITIONS OR DETAILS ARE ACCURATE, THAT DEFECTS WILL BE CORRECTED OR THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. YOUR USE OF THIS SITE IS AT YOUR OWN RISK, ANY CONTENT DOWNLOADED OR OTHERWISE OBTAINED THROUGH THIS SITE IS PROVIDED AT YOUR OWN RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR ANY DATA LOSS THAT MAY RESULT FROM YOUR USE OF THE SITE, INCLUDING WITHOUT LIMITATION, DAMAGE RESULTING FROM COMPUTER VIRUSES. PLEASE NOTE THAT SOME JURISDICTIONS MAY NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES, SO SOME OF THE ABOVE EXCLUSIONS MAY NOT APPLY TO YOU.

#### **Disclaimer of Damages and Limitation of Liability**

IN NO EVENT SHALL RBFCU, ITS BUSINESS PARTNERS OR THEIR RESPECTIVE AFFILIATES BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, PUNITIVE, EXEMPLARY, CONSEQUENTIAL OR OTHER DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO PROPERTY DAMAGE, LOSS OF USE, LOSS OF BUSINESS, ECONOMIC LOSS, LOSS OF DATA OR LOSS OF PROFITS, WITHOUT REGARD TO THE FORM OF ACTION (INCLUDING BUT NOT LIMITED TO CONTRACT, NEGLIGENCE, OR OTHER TORTIOUS ACTIONS) ARISING OUT OF OR IN CONNECTION WITH YOUR USE OR ACCESS OF THE SITE, OFFERS OR ITS CONTENT, EVEN IF RBFCU OR ITS BUSINESS PARTNERS, EMPLOYEES, REPRESENTATIVES OR AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. IN NO EVENT SHALL RBFCU'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, AND CAUSES OF ACTION, WHETHER IN CONTRACT, TORT (INCLUDING, BUT NOT LIMITED TO, NEGLIGENCE), OR OTHERWISE EXCEED THE AMOUNT PAID BY YOU, IF ANY, OR ONE HUNDRED DOLLARS (\$100) (WHICHEVER IS LESS), FOR ACCESSING OR PARTICIPATING IN ANY ACTIVITY RELATED TO THE SITE. APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY OR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU.

Without limiting the foregoing, we are not responsible for any errors in any Offer details or terms and conditions, any card account fees or penalties that you incur on RBFCU card or any other Card as a result of your use of the Program, including fees and penalties that may result from reversals. Any tax liability resulting from your participation in the Program shall be your sole responsibility, and not our responsibility or the responsibility of a *MasterPass* Online Merchant, RBFCU or the financial institution that issued your MasterCard card or any other Card. Merchants or your issuing financial institution may report information regarding the Program and your participation in it to tax authorities. *MasterPass*



Online Merchants and your issuing financial institution may not vary these terms as applied to the relationship between you and us and may not make any commitments that are binding on us.

### **Inapplicability of Terms of Use to any MasterCard Payment Card Cardholder Agreement**

MasterCard is a leading payment services organization. MasterCard is not a financial institution and does not issue credit, debit, check or payment cards of any type of nature. Your MasterCard-branded payment card relationship is with an issuing bank or financial institution. Any and all questions or issues regarding your MasterCard-branded payment card or cardholder account should be directed to the bank or financial institution that issued your card, and not to MasterCard. While MasterCard has a relationship with your issuing bank or financial institution, that relationship does not pertain to individual cardholders or payment card accounts.

### **Miscellaneous**

These Terms of Use shall be construed, interpreted and performed exclusively according to the laws of the State of Texas, United States of America, without giving effect to any principles of conflicts of law. You expressly agree that any action at law or in equity arising out of or directly or indirectly relating to these Terms of Use or this Site shall be filed only in the federal or state courts sitting in Texas. You hereby consent and submit to personal jurisdiction of such courts for the purposes of any action related to the Site, your access or use thereof, or these Terms of Use, and to extra-territorial service of process.

Content and software from the Site may be subject to U.S. export jurisdiction and the import jurisdiction of other countries. In connection with your use of this Site, you are solely responsible for complying with all applicable export, re-export, and import control laws and regulations of all applicable jurisdictions, including, but not limited to, those of the U.S. Department of Commerce, Export Administration Regulations, 15 CFR Parts 730-774, the International Traffic in Arms Regulations, country-specific economic sanctions programs implemented by the Office of Foreign Assets Control and export and import control laws and regulations of any other countries. You may not, directly or indirectly, use, distribute, transfer or transmit content or software from this Site, whether by way of a direct product or of such materials or products, software, or other technical information into which content or software from this Site has been incorporated, except in compliance with all applicable export and import laws and regulations of all relevant jurisdictions.

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means of demonstrating assent) and your acceptance will be deemed binding between you and RBFCU. You hereby agree, without limitation, that you not will contest the validity or enforceability of these Terms of Use and any related documents. These Terms of Use do not create and shall not be construed as creating a joint venture, co-ownership, partnership, or agency relationship between you and RBFCU. The section headings in these Terms of Use are for convenience only and have no legal or contractual effect.