

FREEDOM CREDIT UNION TERMS OF USE FOR APPLE PAY

Last Modified: October 2019

The following terms and conditions (Terms of Use) govern your use of any Freedom Credit Union Mobile Card in Apple Pay or related Apple features or services (collectively, the Apple Payment Services) available on payment-supported iOS devices commercialized by Apple from time to time (Supported iOS Devices). These Terms of Use are a legal agreement between you and Freedom Credit Union located in Provo, Utah (we, us, or Freedom Credit Union). They apply to you and anyone else you authorize to use your Mobile Card(s) and govern all Mobile Cards you may create in Apple Pay.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE CREATING, ACTIVATING OR USING YOUR MOBILE CARD, BECAUSE BY DOING SO, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF USE.

IF YOU DO NOT WANT TO AGREE TO THESE TERMS OF USE, YOU MUST NOT CREATE, ACTIVATE OR USE A MOBILE CARD.

- **You are solely responsible for maintaining the confidentiality of your Apple User ID, Apple passwords and any other means that you may from time to time have to access the application. If you share these credentials with any other person, they may be able to use your Mobile Card(s) and get access to your personal and payment information available through the Apple Payment Services.**
- **Call us immediately at the telephone number printed on the back of your Freedom Credit Union Card if you believe your Supported iOS Device or authentication credentials have been lost, stolen or compromised in any way or an unauthorized person has used or may use your credentials without authorization.**
- **These Terms of Use govern your access to and use of your Mobile Card only as between Freedom Credit Union and you. Apple, your wireless carrier, and other third party services or websites incorporated in the Apple Payment Services may have their own terms and conditions and privacy policies (Third Party Agreements) and you are also subject to those Third Party Agreements when you give them your personal information, use their services or visit their respective websites.**

While Freedom Credit Union does not currently charge any fee for creating or using your Mobile Card, you will be responsible for all fees that may be imposed by non-Freedom Credit Union parties in connection with your use (such as data usage or text messaging charges imposed on you by your wireless carrier) and be subject to any restrictions those third parties may impose.

Also, in addition to these Terms of Use, your use of the Apple Payment Services to purchase goods and services using a Mobile Card is still governed by the applicable Credit Line Account Agreement and Disclosure for the Card(s) you used to create the Mobile Card. You can call us at the number on the back of your Card to request a copy of the applicable Credit Line Account Agreement and Disclosure.

USE OF YOUR MOBILE CARDS

Apple Pay enables you to create virtual representations of your Eligible Cards on your Supported iOS Device that will permit you to use your Supported iOS Device to make (i) contactless payments at merchants' contactless-enabled point-of-sale terminals or readers that accept contactless payments using a Mobile Card (in lieu of you presenting your physical Eligible Card) and (ii) in-app or other digital commerce payments at merchants participating in the Apple Payment Services. You agree to use the Mobile Card only with a Supported iOS Device properly equipped with Apple Pay and to comply with all terms and conditions applicable to the Apple Payment Services. You should know that not all Supported iOS Devices permit both contactless payments and in-app payments. Please contact Apple if you have questions about the Supported iOS Devices that can be used with the Apple Payment Services.

When you select an Eligible Card to use with Apple Pay, certain account information for the Eligible Card will be transmitted to and stored within your Supported iOS Device to facilitate your participation in Apple Payment Services. Once the account information for an Eligible Card has been stored on your Supported iOS Device, it is represented by a Mobile Card within Apple Pay. By selecting a Mobile Card and placing your Supported iOS Device near a merchant's contactless-enabled point-of-sale terminal or reader or using that Mobile Card for an in-app purchase, you are authorizing the payment for the merchant's products or services with that Mobile Card through the Apple Payment Services. To complete transactions above a certain dollar amount, merchants may require presentation of a physical companion Card or a government-issued form of identification for inspection to authenticate your identity. Once created, a Mobile Card may work even if you do not have wireless service.

Apple Pay also provides you access to information related to the Eligible Cards that have been added to your Supported iOS Device. Depending on your Supported iOS Device, this may include information about Card cancellation or suspension due to issues such as an expired Card, detection of fraud or past due payments. See Suspension; Cancellation below for more details.

For each Eligible Card added to Apple Pay, you may also view (except in Apple Watch) the last 10 purchase transactions made by you on that Eligible Card, whether or not made using the Supported iOS Device, but not the transactions made by any Additional Card Member on your Card account. The information will include the date, purchase amount and merchant name. Please note that some of the listed transactions may be pending charges, which are temporary and are subject to change (for instance, pre-authorizations at restaurants and hotels). Apple Pay

provides you with the option and ability to turn off this purchase transaction reporting for each Mobile Card. For additional Card account information, please log into your account on the Freedom Credit Union Mobile app, freedomcu.com, or call the number on the back of your Eligible Card.

Purchases or other transactions you make with any of your Mobile Cards are governed by the Credit Line Account Agreement and Disclosure for the Eligible Card you used to create your Mobile Card. If a problem arises with the product or service you purchased through use of the Mobile Card, you first should try to resolve the problem directly with the merchant, but you may also have rights under your Credit Line Account Agreement and Disclosure or otherwise under applicable law.

ELIGIBILITY

You must have the power, authority and capacity to accept these Terms of Use. If you are a minor under the laws of the jurisdiction in which you enter into this agreement (under 18 in most States), you must have obtained the consent of the Primary Card Member to add your Mobile Card to Apple Pay and, by creating or using the Mobile Card, you acknowledge and agree that you have received that consent.

THIRD PARTY AGREEMENTS AND SUPPORT

These Terms of Use only address the terms and conditions that apply to your use of your Mobile Card(s). Apple, your wireless carrier, and other third party websites or services integrated in the Apple Payment Services have their own Third Party Agreements and you are subject to those Third Party Agreements when you give them your personal information, use their services or visit their respective sites. Freedom Credit Union is not responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or function of Apple's or any third party's products or services.

It is your responsibility to read and understand the Third Party Agreements before creating, activating or using a Mobile Card in Apple Pay.

We are not responsible for, and do not provide, any support or assistance for any third party hardware, software or other products or services (including any Apple Payment Service or your Supported iOS Device). If you have any questions or issues with a third party product or service, including issues pertaining to the operation of your Supported iOS Device, please contact the appropriate third party in accordance with that third party's procedures for customer support and assistance. If you have any questions or issues pertaining to Apple Pay (other than questions or issues specific to the use of a Mobile Card), please contact Apple.

CHARGES

We do not currently charge a fee for using your Mobile Card. However, you understand that Third Party Agreements may contemplate fees, limitations and restrictions which might affect your use of any of your Mobile Card(s) (such as data usage or text messaging charges imposed on you by your wireless carrier). You agree to be solely responsible for all such fees and agree to comply with such limitations and restrictions.

PRIVACY AND SECURITY

Privacy

What Freedom Credit Union Collects and Shares

When creating your Mobile Card, we collect certain information from Apple to verify your identity, to enable you to use a Mobile Card and facilitate your participation in the Apple Payment Services. You authorize Freedom Credit Union to collect, use and share your information in accordance with the applicable Freedom Credit Union Consumer Privacy Notice as it may be amended from time to time, and which are available at <https://www.freedomcu.com>. To facilitate your participation, also note that we will make certain account information relating to each Eligible Card you have selected to use with Apple Pay available for display, including your most recent transaction data (except for a Mobile Card in Apple Watch), but not your full Eligible Card account number. You may decline to have the transaction data made available for display and still use Apple Pay, but you must turn off this feature manually with Apple through Apple Pay. If you Suspend your Mobile Card in Apple Pay, we will not make available for display on such Supported iOS Device any account information relating to such Mobile Card. For details regarding how to make an Eligible Card temporarily unavailable for payments with Apple Pay on a Supported iOS Device (Suspend), please refer to Suspension; Cancellation section. When you resume your Eligible Card in Apple Pay, account information for transactions with your Eligible Card that occurred during the suspension period may be displayed on such Supported iOS Device.

You agree that we may also collect and use technical data and related information, including, but not limited to technical information about your Supported iOS Device gathered periodically to facilitate the updates to our services. We may use this information as long as it is in a form that does not personally identify you, to improve our products or to provide services or technologies to you.

What Others Collect

As stated at the beginning of these Terms of Use and in the Third Party Agreements and Support section above, Freedom Credit Union is not responsible for the Apple Payment Services or any other services offered by your wireless carrier or any third party. Accordingly, any information you provide to Apple through Apple Pay, or that is collected or accessed by Apple in the course of your use of a Mobile Card or Apple Pay, is subject to Third Party Agreements, and is not governed by our Privacy Statement or these Terms of Use.

Supported iOS Devices with same iCloud Account

If you add a Mobile Card to one of your Supported iOS Devices and have other Supported iOS Devices sharing the same iCloud account (Other Supported iOS Devices), Apple may collect and use information related to your Eligible Card and Mobile Card, permit that Mobile Card to be added to Other Supported iOS Devices and display on those Other Supported iOS Devices the last 4 digits of the associated Eligible Card and potentially other information.

In addition, if you delete or suspend a Mobile Card from one of your Supported iOS Devices, Apple will continue to permit for a short period of time that Mobile Card to be added on all of your Supported iOS Devices that share the same iCloud Account and display the last 4 numbers of the associated Eligible Card.

In each of these instances, your Mobile Card will not be added to any of your Other Supported iOS Devices unless you verify that Mobile Card with us on that device.

Lost, Stolen or Unauthorized Use of your Supported iOS Device

Call us immediately at the telephone number printed on the back of your Eligible Card if you believe your Supported iOS Device or your credentials have been lost or stolen or someone has used or may use your Supported iOS Device or your credentials without your authorization. Please refer to the Suspension; Cancellation Section for information on how to remove or Suspend your Mobile Card in Apple Pay. Also change your credentials immediately to avoid any unauthorized use of a Mobile Card or of your personal information. If you get a new Supported iOS Device, please be sure to delete all your Mobile Cards and other personal information from your prior Supported iOS Device.

You must cooperate with us in any investigation and use any fraud prevention or other related measures we prescribe.

Apple Pay and your Supported iOS Device may contemplate certain security features and procedures to protect against unauthorized use of any of your Mobile Card(s). These features and procedures are the sole responsibility of

Apple. You agree not to disable any of these security features and to use these security features and procedures to safeguard all your Mobile Cards.

Protecting your Apple Passwords and other Credentials

You are responsible for maintaining the confidentiality of your Freedom Credit Union user ID, Apple User ID, Apple passwords and other means you may from time to time have to access any of your Mobile Cards. You should keep your Supported iOS Device and these credentials secure in the same manner as you would keep your cash, checks, credit Cards, and other personal identification numbers and passwords secure. Subject to the Credit Line Account Agreement and Disclosure governing the use of the Eligible Card you use to create your Mobile Card, you are responsible for all transactions made using your Mobile Card.

You are solely responsible for maintaining the confidentiality of your Apple User ID, Apple passwords and any other means that you may from time to time have to access the application. If you share these credentials with any other person, they may be able to use your Mobile Card(s) and get access to your personal and payment information available through the Apple Payment Services. Call us immediately at the telephone number printed on the back of your Card if you believe your Supported iOS Device or authentication credentials have been lost, stolen or compromised in any way or an unauthorized person has used or may use your credentials without authorization.

While we may permit Eligible Cards of up to two Card Members to be added to one Supported iOS Device, we caution you against sharing your credentials with any other person and you should immediately notify us if someone has access to your Supported iOS Device or credentials that you have not authorized.

SUSPENSION; CANCELLATION

We reserve the right for any reason to discontinue offering or supporting any Mobile Card or to not participate in the Apple Payment Services. Except as otherwise required by applicable law, we may block, restrict, Suspend or terminate your use of any Mobile Card at any time without notice and for any reason, including if you violate these Terms of Use or any of your Credit Line Account Agreement and Disclosures, if we suspect fraudulent activity or as a result of the cancellation or suspension of your Eligible Card account. You agree that we will not be liable to you or any third party for any block, suspension, cancellation or termination of your use of any Mobile Card.

Freedom Credit Union may disqualify a Mobile Card or discontinue providing any services to any individual suspected of violating these Terms of Use or the Third Party Agreements related to the Apple Payment Services in its sole and absolute discretion. We also caution you that ANY ATTEMPT BY AN INDIVIDUAL OR ENTITY TO DELIBERATELY

INTERFERE, INTERRUPT, MODIFY, AUDIT, ASSESS, RE-ENGINEER, OR DAMAGE ANY ASPECT OF A MOBILE CARD OR THE APPLE PAYMENT SERVICES OR UNDERMINE THE LEGITIMATE OPERATION OF A MOBILE CARD OR THE APPLE PAYMENT SERVICES IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND FREEDOM CREDIT UNION RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY INDIVIDUAL OR ENTITY RESPONSIBLE FOR SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

You may remove one or more of your Mobile Cards from Apple Pay at any time by: (i) tapping or clicking the Delete button in Apple Pay; (ii) by calling the number on the back of your Eligible Card. You may Suspend and resume one or more of your Mobile Cards at any time by: (i) visiting icloud.com/find or using the Find my iPhone app; or (ii) calling the number on the back of your Mobile Card.

DISCLAIMER OF WARRANTIES

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF ANY MOBILE CARD IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY MOBILE CARD IS PROVIDED TO YOU AS IS AND AS AVAILABLE, WITH ALL DEFECTS THAT MAY EXIST FROM TIME TO TIME AND WITHOUT WARRANTY OF ANY KIND, AND FREEDOM CREDIT UNION, ON BEHALF OF ITSELF AND ITS SUPPLIERS, HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO ANY MOBILE CARD, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS. WE, ON BEHALF OF OURSELVES AND OUR SUPPLIERS, ALSO DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF ANY MOBILE CARD, OR THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, A MOBILE CARD WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OR AVAILABILITY OF A MOBILE CARD WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN A MOBILE CARD WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY FREEDOM CREDIT UNION, ANY OF ITS AUTHORIZED REPRESENTATIVES OR ANY THIRD PARTY SHALL CREATE ANY WARRANTY.

ACCESS, USE AND MAINTENANCE OF A MOBILE CARD DEPEND ON THE APPLE PAYMENT SERVICES AND THE NETWORKS OF WIRELESS CARRIERS. FREEDOM CREDIT UNION DOES NOT OPERATE THE APPLE PAYMENTSERVICES OR SUCH NETWORKS AND HAS NO CONTROL OVER THEIR OPERATIONS. WE WILL NOT BE LIABLE TO YOU FOR ANY CIRCUMSTANCES THAT INTERRUPT, PREVENT OR OTHERWISE AFFECT THE FUNCTIONING OF ANY MOBILE CARD, SUCH AS UNAVAILABILITY OF THE APPLE PAYMENT SERVICES OR YOUR WIRELESS SERVICE, COMMUNICATIONS, NETWORK DELAYS, LIMITATIONS ON WIRELESS

COVERAGE, SYSTEM OUTAGES, OR INTERRUPTION OF A WIRELESS CONNECTION. FREEDOM CREDIT UNION DISCLAIMS ANY RESPONSIBILITY FOR THE APPLE PAYMENT SERVICES OR ANY WIRELESS SERVICE USED TO ACCESS, USE OR MAINTAIN A MOBILE CARD.

USE OF A MOBILE CARD INVOLVES THE ELECTRONIC TRANSMISSION OF PERSONAL INFORMATION THROUGH THIRD PARTY CONNECTIONS. BECAUSE WE DO NOT OPERATE OR CONTROL THESE CONNECTIONS, WE CANNOT GUARANTEE THE PRIVACY OR SECURITY OF THESE DATA TRANSMISSIONS. ADDITIONALLY, YOUR SUPPORTED iOS DEVICE'S BROWSER IS GENERALLY PRE-CONFIGURED BY YOUR WIRELESS CARRIER. CHECK WITH APPLE AND YOUR WIRELESS CARRIER FOR INFORMATION ABOUT THEIR PRIVACY AND SECURITY PRACTICES. FOR PERSONAL OR CONFIDENTIAL INFORMATION SENT TO OR FROM FREEDOM CREDIT UNION OVER THE INTERNET FROM YOUR SUPPORTED iOS DEVICE, WE RESERVE THE RIGHT TO LIMIT SUCH CONNECTIONS TO SECURE SESSIONS THAT HAVE BEEN ESTABLISHED USING TRANSPORTATION LAYER SECURITY OR OTHER SECURITY STANDARDS WE SELECT.

WE MAKE NO GUARANTEES ABOUT THE INFORMATION SHOWN IN THE APPLE PAYMENT SERVICES. WE ALSO ARE NOT RESPONSIBLE FOR YOUR SUPPORTED iOS DEVICE OR THE SOFTWARE OR HARDWARE IT CONTAINS AND MAKE NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES REGARDING THE SAME.

This Section shall survive any termination of these Terms of Use.

LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL FREEDOM CREDIT UNION, ITS DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR DEATH, PERSONAL INJURY, PROPERTY DAMAGE, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL OR FINANCIAL DAMAGES, LOST REVENUES, OR OTHER LOSSES OF ANY KIND, ARISING OUT OF THESE TERMS OF USE OR IN ANY WAY RELATED TO YOUR USE OR INABILITY TO USE ANY MOBILE CARD, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

NOTHING IN THESE TERMS OF USE SHALL OPERATE SO AS TO EXCLUDE OR LIMIT OUR OR OUR SUPPLIERS' LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW. Federal law and the laws of certain States or other jurisdictions may not allow the exclusion or limitation of certain damages. If these laws apply, some or all of the above exclusions or limitations may not apply to you, and you may have rights in addition to those contained in these Terms of Use.

This Section shall survive any termination of these Terms of Use.

LICENSE FOR ANY MOBILE CARD

A MOBILE CARD IS LICENSED, NOT SOLD, TO YOU FOR USE ONLY UNDER THE TERMS AND CONDITIONS OF THESE TERMS OF USE. FREEDOM CREDIT UNION RESERVES ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU.

You are granted a non-exclusive, non-sublicensable, non-transferable, personal, limited license to install and use the Mobile Card on your Supported iOS Device solely in accordance with these Terms of Use. The license is limited to use on any Supported iOS Device that you own or control and as permitted by any applicable Third Party Agreements. Such license does not allow you to use the Mobile Card(s) on any device that you do not own or control (or for which you do not have authorization to install or run Apple Pay or the Mobile Card, such as where prohibited by applicable security policies in the case of corporate users), and you may not distribute or make any Mobile Card available over a network where it could be used by multiple devices at the same time.

Certain software that Freedom Credit Union uses to provide the Mobile Card(s) has been licensed from third parties (each a **Third Party Licensor**) that are not affiliated with Freedom Credit Union. This limited right to use such software is revocable at the discretion of Freedom Credit Union. Freedom Credit Union and its Third Party Licensors retain all right, title and interest in and to the software used by Freedom Credit Union to provide the Mobile Card(s) and any modifications and updates thereto. You agree that you will not use any third-party materials associated with the Mobile Card(s) or the Apple Payment Services in a manner that would infringe or violate the rights of any party, and that we are not in any way responsible for any such use by you. All third party intellectual property marks, including the logos of merchants, are the property of their respective owners.

You may not rent, lease, lend, sell, redistribute or sublicense the Mobile Card or the Apple Payment Services. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of any Mobile Card or the Apple Payment Services, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing the use of any open sourced components included with a Mobile Card or the Apple

Payment Services). Any attempt to do so is a violation of the rights of Freedom Credit Union and its Third Party Licensors. If you breach this restriction, you may be subject to a civil lawsuit, prosecution and damages. The terms of the license will govern any upgrades provided by Freedom Credit Union that replace or supplement any Mobile Card, unless such upgrade is accompanied by a separate agreement in which case the terms of that agreement will govern.

You agree that a Mobile Card may be automatically updated or upgraded without notice to you. At any time, at our sole discretion and without prior notice, we may expand, reduce or Suspend the type and/or dollar amounts of transactions allowed using a Mobile Card or change the enrollment process.

The license granted hereunder is effective until terminated by you or Freedom Credit Union. Your rights will terminate automatically without notice from Freedom Credit Union if you fail to comply with these Terms of Use or if we terminate your use of your Mobile Card. Upon termination of the license, you must cease all use of the Mobile Card and delete all Mobile Card(s) from Apple Pay.

GOVERNING LAW

These Terms of Use, your use of any Mobile Card, and any claim, dispute or controversy arising from or relating to these Terms of Use or your use of any Mobile Card are governed by and construed in accordance with the laws of the State of Utah (without regard to its conflict of laws rules) and applicable federal law. The legality, enforceability, and interpretation of these Terms of Use and the amounts contracted for, charged, and received under these Terms of Use, if any, will be governed by such laws. These Terms of Use are entered into between you and us in Utah. You expressly agree that exclusive jurisdiction for any claim or dispute with us or relating in any way to these Terms of Use or your use of any Mobile Card resides in the courts of Utah County, Utah and you further agree and expressly consent to the exercise of personal jurisdiction in such courts of Utah in connection with any such dispute including any claim involving us or our affiliates, subsidiaries, employees, contractors, officers, directors, agents and content providers.

MISCELLANEOUS

Your access to and use of a Mobile Card is subject to all applicable international, federal, state and local laws and regulations. We reserve the right to seek all remedies available at law and in equity for violations of these Terms of Use. These Terms of Use (including all agreements and policies referenced in these Terms of Use, which are not modified or superseded by these Terms of Use) set forth the entire understanding and agreement between you and us, whether written or oral, with respect to the subject matter hereof and supersede any prior or contemporaneous understandings or agreements with respect to such subject matter. If any part of these Terms of Use are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and

liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms of Use shall continue in effect. Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. The Section titles in these Terms of Use are for convenience only and have no legal or contractual effect. We may assign these Terms of Use, in whole or in part, at any time with or without notice to you. You may not assign these Terms of Use, or any part of it, to any other party. Any attempt by you to do so is void. These Terms of Use shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. There are no third-party beneficiaries to these Terms of Use, except that Freedom Credit Union affiliates are third-party beneficiaries of these Terms of Use with the right to enforce them. If a dispute relates or arises from the subject matter of these Terms of Use and relates to any Mobile Card, such dispute will be governed by the provisions in the Credit Line Account Agreement and Disclosure applicable to the most recent Mobile Card you have created in Apple Pay. The terms of this Section will survive termination of these Terms of Use, together with any other terms which by their nature the parties contemplate should survive.

CHANGES TO THESE TERMS OF USE

We reserve the right to revise these Terms of Use at any time and you are deemed to be aware of and bound by any changes to these Terms of Use by your continued access to or use of any Mobile Card. We will indicate that changes to these Terms of Use have been made by updating the date indicated after Last Modified: at the beginning of these Terms of Use. You will also be able to view the revised Terms of Use on your Supported iOS Device by accessing any of your Mobile Cards. If you do not accept any revisions made to these Terms of Use, your sole and exclusive remedy is to cancel your use of and delete all Mobile Card(s).

COMMUNICATION

As a condition to activating and using Mobile Cards, you consent to receive certain messages on your Supported iOS Device (i.e., SMS, MMS) from us. You also agree to receive notices and other communications from us by e-mail to any e-mail address on file for the relevant Eligible Card account, posting within your online account, or through the messaging capabilities of Apple Pay, although e-mail will be our primary method of communication to you.

To update the contact information we have on file for you, please visit www.freedomcu.com or call the number on the back of your Eligible Card.

INDEMNIFICATION

You shall indemnify and hold Freedom Credit Union, its licensors, sponsors, agencies and its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (i) your use of any Mobile Card and the Apple Payment Services or (ii) any breach of the terms and conditions set forth in these Terms of Use by you, your Additional Card Members or other users of the Apple Payment Services using your Mobile Card or credentials. You must use your best efforts to cooperate with us in the prosecution or defense of any such claim. We may employ counsel of our choice to defend and control of any such matter subject to indemnification by you. You have the right, at your own expense, to employ separate counsel to participate in such matter on a non-controlling basis.

As provided in the Credit Line Account Agreement and Disclosure, the Primary Card Member is responsible for all uses of the Card account by Additional Card Members. The Primary Card Member will also be responsible for all uses made by third parties the Primary Card Member gives access to, including if these third parties misuse any Mobile Card or the Apple Payment Services.