



Credit Union Card on File Terms & Conditions

The following terms and conditions (“Terms of Use”) govern your use of the Card on File service (“Service”). The Service is provided by Q2 Open, a third-party service provider of **Navy Federal Credit Union** (“we” or “Navy Federal”). The Terms of Use apply to you and anyone else you authorize to use your Navy Federal Debit Card and/or Credit Card. You agree to these Terms of Use any time you add a Navy Federal Eligible Card (defined below in Section 2) to the Service.

Your agreement with us includes these Terms of Use and any additional Navy Federal terms that you agree to, including, but not limited to, the Navy Federal Important Disclosures, the Debit Card Disclosures, the Credit Card Agreement and Disclosures, the Online Banking, Mobile Banking, and Bill Pay Terms and Conditions, and the Privacy Policy (collectively the “Agreements”). If you do not agree with or cannot comply with the Agreements, then you may not use the Service.

1. Description of the Service. The Service enables you to connect your Eligible Cards to hosted merchants. This is to set up periodic payments on a recurring basis, corresponding to the terms of your agreement with the hosted merchants. When you connect an Eligible Card to the Service, you will be asked to and you agree to provide your sign in credentials for that hosted merchant to access each of your selected personal accounts. By connecting your Eligible Card via the Service, you authorize recurring payments from the Eligible Card. You understand and agree that to connect your Eligible Card to hosted merchants via the Service, certain account information for the Eligible Card will be shared with the hosted merchants.

If you want to use a different Eligible Card (new, existing, or reissued) as a payment method with the hosted merchant or if you want to add another Eligible Card as a payment method with the hosted merchant, you may update your information through the Service. If you want to remove the information of an Eligible Card with the hosted merchant, you must contact the hosted merchant directly.

2. Eligible Cards. Navy Federal Debit Cards and Credit Cards (“Eligible Cards”) are eligible for use with the Service. Navy Federal CUCARDS®, prepaid cards, gift cards, Business debit cards, and Business credit cards are not eligible. You represent that you are the legal owner or authorized user of the Eligible Card.

The account agreement that governs your Eligible Card does not change when you enroll into and use the Service. Transactions or purchases made with an Eligible Card are governed by the respective Eligible Card account agreement(s).

3. Fees. Navy Federal does not charge any fee for use of the Service. However, you will be responsible for any fees associated with the Eligible Card that would apply, notwithstanding the use of the Service (such as late fees or Optional Overdraft Protection Service fees) and any fees imposed by non-Navy Federal parties in connection with your use (such as data usage or subscription fees). You agree to be solely responsible for all such fees.

4. Stop Payments and Removal of Information. You may request Navy Federal to stop a payment on a series of recurring preauthorized transfers from the Eligible Card to a hosted merchant. Navy Federal will stop payment on that series of preauthorized transfers. However, Navy Federal cannot stop payments on any subsequent series of recurring transfers you may authorize to the hosted merchant. To request a stop payment, you may contact us by calling or writing us using the telephone numbers or address listed at the end of this agreement and disclosure. Follow the procedures described in your respective Eligible Card account agreements to request a stop payment (Navy Federal Important Disclosures and/or Credit Card Agreement and Disclosures). When we process a stop-payment request, you will hold Navy Federal harmless from all claims and demands resulting from the refusal to honor the preauthorized transfer. You may also contact the hosted merchant to stop or discontinue payment on a series of recurring preauthorized transfers.

If you want to remove or stop sharing the Eligible Card account information with the hosted merchant, you must contact the hosted merchant directly. Navy Federal cannot cancel an agreement that you have with a hosted merchant or revoke the authorization that you have provided a hosted merchant for recurring automatic transfers from your accounts. To cancel your agreement with a hosted merchant, you must contact the hosted merchant with whom you have an agreement.

5. Error Resolution. If you believe that an error occurred on the Eligible Card transaction while using the Service, you agree to submit it through Navy Federal’s existing error resolution/dispute process.

6. Indemnification. You shall indemnify and hold Navy Federal and our directors, officers, employees, agents, and other affiliated companies harmless from and against all losses, liabilities, claims, demands, judgments, damages, costs, and expenses (including, but not limited to, attorney’s fees) due to or arising from the following: (i) your use of and access to the Service; (ii) your violation of any term of these Terms of Use; (iii) any other party’s access and use of the Service with your unique username, password, or other appropriate security code; or (iv) your violation of any federal or state law, rule, or regulation.

7. Disclaimer of Warranties. The Service and related documentation are provided “as is” without warranty of any kind, either expressed or implied, including, but not limited to, the implied warranties of title, merchantability, fitness for a particular purpose, and non-infringement. We do not guarantee continuous, uninterrupted, or secure access to any part of the Service, and thereby the Service may be interfered with by numerous factors outside of our control. Some states do not allow the disclaimer of certain implied warranties, so the foregoing disclaimers may not apply to you. This paragraph gives you specific legal rights, and you may also have other legal rights that vary from state to state.

8. Limitation of Liability. You acknowledge and agree that from time to time, the Service may be delayed, interrupted, or disrupted periodically for an indeterminate amount of time due to circumstances beyond our reasonable control, including, but not limited to, any interruption, disruption, or failure in the provision of the Service, whether caused by strikes, power failures, equipment malfunctions, or other reasons. To the maximum extent permitted by applicable law, in no event will Navy Federal, its officers, affiliates, directors, agents, employees, representatives, and/or contractors be liable for: (i) any claim arising from or related to the Service, caused by or arising out of any such delay, interruption, disruption, or similar failure; (ii) any indirect, special, incidental, consequential, or exemplary damages, including loss of goodwill or lost profits arising in any way out of the use or maintenance of the Service or the portion of the site through which the Service is offered, even if such damages were reasonably foreseeable and notice was given regarding them; or (iii) any action or inaction by a payee or other third party. This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis.

9. Privacy. You agree that Navy Federal and Q2 Open may share your account information, as necessary, to provide the Service, process any payments, and as otherwise provided in the Navy Federal Privacy Policy. You agree to Navy Federal's Privacy Policy, which explains how we collect, use, and protect the personal information you provide to us.

10. Termination. Navy Federal reserves the right to change or terminate the Service at any time for any reason. Except as otherwise required by applicable law, Navy Federal may block, restrict, suspend, or terminate your use of any Eligible Card or the Service at any time without notice and for any reason, including, but not limited to, if you violate these Terms of Use or any other agreement we have with you, if we suspect fraudulent activity, or as a result of the cancellation or suspension of your Eligible Card account.

11. Governing Laws. Navy Federal accounts and services are maintained and governed in accordance with federal law and the laws of the Commonwealth of Virginia, as amended.

12. Miscellaneous. Navy Federal does not monitor payments prior to or after you use this Service. If your Eligible Card account is closed or suspended, the Eligible Card expires, or you close your Eligible Card account, you understand that you may still remain responsible with the hosted merchant, corresponding to the terms of your agreement with the hosted merchant.

Navy Federal is also not responsible or liable for any claims, losses, or damages resulting from a payment or transfer not being made to a hosted merchant for reasons including, but not limited to: (i) you placing a freeze on the Eligible Card, using the freeze/unfreeze function; (ii) insufficient funds in your checking account, unavailable funds through your overdraft protection plan, or unavailable credit in your checking line of credit or credit card account; (iii) funds in your account that are subject to legal process, such as garnishment or attachment, or if the account is subject to a pledge or security agreement; (iv) a legal order that directs Navy Federal to not make the payment; (v) your accounts are closed or suspended; (vi) any part of the electronic funds transfer system network that is not working properly; or (vii) circumstances beyond Navy Federal's control.

You understand that in some circumstances, you may leave Navy Federal's website to visit a hosted merchant's site or a third-party site. These sites are not operated by Navy Federal, and Navy Federal is not liable for the content you find there.

You understand that some or all features of the Service may not be available if you or your connecting device do not meet the technical requirements.

The agreements under these Terms of Use and any rights granted hereunder may not be transferred or assigned by you.

13. Communication. If you provide a cell phone number, Navy Federal has your permission to contact you at that number about all your Navy Federal accounts, including account servicing and collection purposes. Message and data rates may apply. If you provide an email address, Navy Federal has your permission to send you email messages using an automatic emailing system for commercial or transactional purposes. You agree to promptly notify us if your contact information changes.

If you would like to contact us, you may do so by telephone, online, or by writing to us.

Telephone Us:

Call 1-888-842-6328 toll-free in the U.S. For toll-free numbers when overseas, visit navyfederal.org. Use 1-703-255-8837 for collect international calls.

Mobile/Online Banking:

If you are signed up for Navy Federal Online and/or mobile banking, you may send us an electronic message through our eMessaging system at navyfederal.org.

Write Us:

Navy Federal Credit Union

Account Servicing Section

P.O. Box 3000

Merrifield, VA 22119-3001