

Digital Wallet Terms of Use

November 1, 2019

These Digital Wallet Terms of Use (“Terms”) govern your use of any eligible debit card issued by Citizens Bank of Rogersville (individually and collectively, the “Card”) when you add, attempt to add, or keep a Card in a digital wallet, such as Apple Pay, Google Pay or Samsung Pay (“Wallet”), or any other electronic payment system into which your Card may be enrolled by you on any mobile phone, tablet, watch or other device (“Device”) that supports the Wallet.

The terms “you” and “your” refer to a Citizens Bank of Rogersville customer or authorized user, and the terms “we”, “us”, and “our” refer to Citizens Bank of Rogersville. By enrolling your Card in a Wallet, you agree to abide by these Terms.

These Terms are a legal agreement, so please read them carefully and keep a copy for your records.

1. Your Account or Cardholder Agreement Still Applies

Your Card is governed by a deposit account agreement (for debit cards) including any attachments, which are amended by these Terms (“Account Agreement”). The Account Agreement may describe, for example, the applicable fees, interest, and other rights and obligations that apply when you use a Card. The Account Agreement still applies to your use of a Card in the Wallet. In the event of any conflict between these Terms and your Account Agreement, the terms and conditions of your Account Agreement will control. You understand that your use of the Wallet will also be subject to agreements or terms of use with the relevant Wallet provider (“Wallet Provider”) or other third parties such as wireless companies or data service providers.

2. Adding Your Card in a Wallet

You may add your eligible Card to a Wallet by following the Wallet Providers instructions. Your Card may not be eligible for enrollment if your underlying account is not in good standing. We may also limit the types and number of Cards you may enroll with your Wallet Provider at any time, and we may also ask you to participate in an identification and verification process for token assurance in connection with your enrollment. Enrollment and use of your Card with a Wallet provider will allow you to use your Card to enter into transactions where a digital wallet is accepted.

3. Using Your Card in the Wallet

If you want to add a Card to the Wallet, you must follow the procedures adopted by the Wallet Provider and any further procedures we adopt. You understand that not all Cards are eligible to be added to the Wallet. We may not add a Card to the Wallet if we cannot authenticate the Card, your underlying account is not in good standing or if we otherwise suspect that there may be fraud associated with the Card. We may also limit the types and number of Cards you may enroll with your Wallet Provider at any time. The Wallet allows you to make purchases using an added

Card wherever the Wallet is accepted. The Wallet may not be accepted outside of the United States or at all places where your Card is accepted.

4. Fees

We do not charge you any fees for adding a Card to the Wallet. Please consult your Account Agreement or Fee Schedule (for debit cards) for any applicable fees, interest, or other charges associated with your Card. In addition, the Wallet Provider or other third parties, such as wireless companies or data service providers, may charge you service fees in connection with your use of your Device or the Wallet.

5. Citizens Bank of Rogersville is NOT Responsible for the Use or Function of the Wallet

Citizens Bank of Rogersville is not the provider of the Wallet, your Device, or the application software (“app”) that will enable your Device to permit you to engage in transactions charged or debited to your Card. The app is provided by and available through a third party vendor download or other means. Because we do not control these third parties, we do not guarantee the privacy or security of the transmissions and shall not be responsible or liable to you for the performance or the non-performance of your Device and the Wallet or any third party not directly under our control. We do not represent or warrant that the Wallet will be available or error free. Citizens Bank of Rogersville is not responsible for your use of the Wallet and Device and their function. We are only responsible for the Card. You should contact the Wallet Provider’s customer service if you have questions concerning how to use the Wallet or problems with the Wallet.

We are not responsible for any failure of the Wallet or your Device, or your inability to use a Wallet for any transaction. We are also not responsible for any loss, injury or inconvenience you suffer as a result of a merchant refusing to accept the Wallet.

6. Your Responsibilities to Keep Your Card Secure and Notify Us of Errors or Fraud

You agree to protect and keep confidential your User ID, passwords, and all other information required for you to make purchases with your Card using the Wallet. If you share these credentials with others, they may be able to access your Wallet and make purchases with your Card or obtain your personal information. Your Account Agreement requires you to contact us promptly if you believe there are errors or if you suspect fraud with your Card. We will resolve any potential error or fraudulent purchase in accordance with the Account Agreement. We will not be liable for any losses you incur except as specifically described in the Account Agreement or as otherwise provided by law.

7. Disclaimer of Warranties

You expressly understand and agree that your use of your card through a wallet is at your sole risk. Access, use and maintenance of a wallet depends on the wallet provider’s services and the networks of wireless carriers. Citizens Bank of Rogersville does not operate any wallet 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 a digital wallet, such as unavailability of your wallet provider’s payments services or your wireless service, communications, network delays, limitations of wireless coverage, system outages, or interruption of a wireless connection. Citizens Bank of Rogersville is not responsible for any damage to your device or loss of data that results from enrolling your card in a wallet, or for any failure to perform its obligations under

these terms due to the occurrence of an event beyond our control (including without limitation fire, flood, power outage, acts of god, government or civil authority, civil or labor disturbance, war, riots, or the failure of our service providers to perform).

8. Indemnification

You agree to indemnify, defend and hold Citizens Bank of Rogersville, its shareholders, directors, officers, employees and service providers, 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 Wallet, or any Wallet Provider to conform to applicable law, (b) the negligence or intentional action or inaction of you or any Wallet 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 Wallet, or any Wallet Provider of any term, condition, warranty, representation or any other portion of any Wallet agreement. You must use your best efforts to cooperate with us and may also participate at your own expense in the defense of any such claim. Your indemnification obligations set forth herein shall survive termination or expiration of these Terms.

9. Security of the Wallet

In addition to your efforts to keep your credentials secure, we take reasonable steps to help ensure that information we send to others from your use of a Card in the Wallet is sent in a secure manner. However, the Wallet Provider is responsible for the security of information provided to it or stored in the Wallet.

We are not responsible if there is a security breach affecting any information stored in the Wallet or sent from the Wallet.

10. We Can Block, Suspend, or Cancel Your Use of a Card

We can block you from adding an otherwise eligible Card to the Wallet, suspend your ability to use a Card to make purchases using the Wallet, or cancel entirely your ability to continue to use a Card in the Wallet. **We may take these actions at any time and for any reason**, such as if we suspect fraud with your Card, if you have an overdue or negative balance on your Card account, if applicable laws change or if directed to do so by the Wallet Provider or the applicable card network (such as Visa). You may remove a Card from the Wallet by following the Wallet Provider's procedures for removal.

11. Your Privacy and Security

Your privacy and the security of your confidential information are important to us. We are committed to respecting the privacy of your information and we will not share your information in a manner that is inconsistent with the Privacy Notice. You agree that we may share your information with third parties such as Visa, and your Wallet Provider in order to provide the Wallet service that you have requested. 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. You are responsible for maintaining the confidentiality of any of your credentials or any other means you may use to access your Wallet.

12. Use of Your Information

Each Wallet Provider may use your information for different purposes, so please review carefully the portion of the Wallet Provider's agreements and disclosures relating to how it uses your information. You agree that we may exchange information about you with the Wallet Provider and the applicable card network (such as Visa) to facilitate any purchase you initiate using a Card. We may also share your information to make information available to you in the Wallet about your Card transactions, or to assist the Wallet Provider in improving the Wallet.

We are not responsible for any loss, injury or other harm you suffer in connection with the Wallet Provider's use of your information. By provisioning your Card to the Wallet, you are changing your information use and sharing choices to allow all such sharing.

13. You Agree to Allow Us to Contact You Electronically

As a condition to enrolling your Card account in the Wallet, you agree to receive electronic messages in connection with your Card and the Wallet, the use of your Card in the Wallet. You also agree that we can contact you by email at the email address you have provided in connection with your Citizens Bank of Rogersville account. You agree to update your email address when it changes by contacting us using the contact information in your Account Agreement.

14. We May Change these Terms at Any Time

We may change these Terms at any time, by changing these Terms or your Account Agreement, and we will provide advance notice of these changes if we are required to do so under applicable laws. You agree to any such changes by continuing to keep a Card in the Wallet. The date of the most recent change to these Terms is shown at the end of these Terms. If you do not accept a change to these Terms, you must remove all Cards from all Wallets.

16. Questions or Disputes

If you have any questions or disputes about the Wallet, you should contact the Wallet Provider. If you have any questions or disputes about your Card or the account tied to your Card, please contact a member of our Customer Service team at 417-753-2836.

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