

# CITIZENS TRI-COUNTY BANK

## DIGITAL WALLET TERMS & CONDITIONS

### DEFINITIONS

In these DIGITAL WALLET TERMS & CONDITIONS:

- "You", "your", or "user" refer to the cardholder or any authorized user of any eligible debit, credit, or prepaid card issued by Citizens Tri-County Bank.
- "We," "us," "our," refer to Citizens Tri-County Bank who is the issuer any eligible debit, credit, or prepaid card.
- "Wallet" means a digital wallet or an electronic payment system into which any eligible debit, credit, or prepaid card may be enrolled by you on any mobile phone, tablet, watch or other device that supports the digital wallet. These electronic payment systems can include Apple Pay, Google Pay, Samsung Pay or any future payment systems Citizens Tri-County Bank permits for any of its eligible debit, credit, or prepaid cards to be enrolled. Apple and Apple Pay are registered trademarks of Apple Inc. Android, Google Play, Google Pay, and the Google Logo are trademarks of Google LLC. Samsung Pay is a registered trademark of Samsung Electronics Co., Ltd.
- "Device" (each, singular, or in the plural) means any mobile phone, tablet, watch or other device that supports a digital wallet.
- "Card" means any debit, credit, or prepaid card (each, singular, or in the plural) issued by Citizens Tri-County Bank that has been made eligible for enrollment in a digital wallet or electronic payment system.

### AGREEMENT TO TERMS & CONDITIONS

Enrolling or adding your Card into a Wallet constitutes as acknowledgement and agreement to these DIGITAL WALLET TERMS & CONDITIONS by you the cardholder and by any authorized user of any eligible debit, credit, or prepaid card issued by Citizens Tri-County Bank.

You represent that you are the legal owner of the account(s) and other financial information which may be accessed via the Wallet. You represent and agree that all information you provide to us in connection with the Wallet is accurate and that you have the right to provide such information to us for the purpose of using the Wallet. You agree to keep your account information current and confidential. You represent that you are an authorized user of the Device you will use to access the Wallet, and acknowledge and agree to these DIGITAL WALLET TERMS & CONDITIONS as an authorized user of the Device you will use to access the Wallet.

These electronic DIGITAL WALLET TERMS & CONDITIONS are also available to you in hard-copy by contacting us at 15699 Rankin Ave N, PO Box 697, Dunlap, TN 37327 or at 423-949-2173. You understand that your use of your Wallet is also subject to agreements or terms of use with any providers of electronic payment systems on your Device.

### THE WALLET & CITIZENS TRI-COUNTY BANK

The Wallet is a service offered exclusively by providers of digital wallets or an electronic payment system for Devices and we do not own, operate, or control the Wallet. We are not responsible for nor warrant any service provided to you by providers of digital wallets or an electronic payment systems or by any third party engaged by providers of digital wallets or electronic payment systems. We are not responsible for any information, function, claims, losses, damages, costs, inconvenience, expenses, or other services with respect to or provided to you by providers of digital wallets or electronic payment systems, or any other third parties associated with the Wallet. We are not responsible or liable for any failure or performance of the Wallet or any other third parties associated with the Wallet.

## **THE WALLET & MERCHANTS**

We are not responsible or liable for any loss or damage between you and any offers of discounts, deliveries, returns, rebates, warranties, or any other benefits from merchants. We do not endorse any products or services of merchants when using a Wallet.

The Wallet may not be accepted at all places where your Card is accepted.

## **TERMS AND AGREEMENTS THAT GOVERN YOUR CARD**

The terms and account agreement that govern your Card do not change when you add your Card to the Wallet. The Wallet simply provides another way for you to make purchases with a Card. Any applicable fees and charges that apply to your Card will also apply when you use the Wallet to access your Card. Any transaction you make with your enrolled Card using the Wallet will be considered the same as if you had used your Card in person to conduct the transaction and all applicable fees, and interest the event of an enrolled credit card, will apply per the terms of your cardholder agreement with us.

## **FEES**

Please review your account agreements and disclosures for any fees associated with your account or your Card. We currently do not charge a fee for using your Card through a Wallet but reserve our right to charge one in the future. The Wallet provider and other third parties such as wireless companies or data service providers may charge you fees.

## **ENROLLMENT IN THE WALLET**

If you want to add a Card to the Wallet, you agree to follow the procedures adopted by the providers of the Wallet and electronic payment systems, and any further procedures we adopt. We may not add a Card to the Wallet if we cannot authenticate the Card, if we otherwise suspect that there may be fraud associated with the Card, or if there are not sufficient funds in the account or which the Card is made available. The Wallet allows you to make purchases using an added Card wherever the Wallet is accepted.

## **CANCELING, BLOCKING, OR SUSPENDING YOUR CARD**

We can cancel, block, or suspend, your Card or you from using the Wallet. We also can block or suspend you from adding a Card to your Wallet, or ability to make purchases using your Wallet. These actions can occur at any time and for any reason, but typically, for example, if we suspect fraud or other illegal activity or if you have a negative balance on your Card account.

We reserve the right whether to add a Card to the Wallet at any time and for any reason. We will not authenticate the Card or if we otherwise suspect that there may be fraud associated with the Card. The Wallet allows you to make purchases using an added Card wherever the Wallet is accepted.

## **TERMINATION / CHANGE / ADDING OF TERMS**

We can terminate, change, or add to these DIGITAL WALLET TERMS & CONDITIONS at any time. We will provide notice if required by law or our agreements with you. You must remove your Card from the Wallet if you do not accept any

changes to these DIGITAL WALLET TERMS & CONDITIONS. You agree to any change to these DIGITAL WALLET TERMS & CONDITIONS by the continued use of the Wallet.

You cannot change these terms, but you can terminate these DIGITAL WALLET TERMS & CONDITIONS at any time by removing all Cards from the Wallet. We can also assign these DIGITAL WALLET TERMS & CONDITIONS. You may not assign these DIGITAL WALLET TERMS & CONDITIONS.

### **REMOVING THE WALLET**

You should contact the Wallet provider on how to remove a Card from the Wallet.

### **REPORT LOST OR STOLEN DEVICES OR PAYMENT CARDS**

If you enroll your Card and your Device is lost or stolen, or you have reason to believe that your Device has been compromised, including that of your fingerprint reader, face reader, PIN, user IDs, device passwords/passcodes, or any other security means or methods, you agree to contact us immediately so that we can take action to disable your Card for use within the Wallet. Because your Device can be used like a Card to make purchases, you must notify us in the event your Device is lost or stolen as if your actual Card is lost or stolen. 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 the Wallet or not. We will resolve any potential error or fraudulent purchase in accordance with the account agreement, disclosures, as otherwise provided by law. We will not be liable for any losses you incur except as specifically described in the account agreements, disclosures, Card disclosures, or as otherwise provided by law.

If you believe that your Device has been compromised or that someone has transferred or may transfer money from your account or accounts without your permission, call: 423-949-2173 or write: Citizens Tri-County Bank Internet Banking, 1569 Rankin Avenue, Dunlap, TN 37327.

### **CONFIDENTIALITY**

You are solely responsible for maintaining the confidentiality of your fingerprint reader, face reader, PIN, user IDs, device passwords/passcodes, or any other security means or methods that you may use to securely access your Wallet on your Device. If you share these credentials with anyone or you authorize anyone to use your Wallet, that person may be able to use your Wallet to make purchases or obtain access to your personal and payment information available through the Wallet; further, you will be responsible for all transactions made by that person you authorized to use your Wallet. You agree to safeguard your Device at all times.

### **INDEMNIFICATION**

You agree to indemnify, defend and hold harmless Citizens Tri-County Bank and its officers, employees, directors, suppliers and agents, in their individual capacities or otherwise, from and against any losses arising out of: (i) your negligence; (ii) your failure to comply with applicable law; or (iii) your failure to comply with the terms of this DIGITAL WALLET TERMS & CONDITIONS.

### **SEVERABILITY**

If there is a conflict between the terms and conditions of this DIGITAL WALLET TERMS & CONDITIONS and one or more terms contained in another agreement between you and us, this DIGITAL WALLET TERMS & CONDITIONS will control.

### **WAIVER**

We shall not, by the mere lapse of time, without giving notice or taking other action, be deemed to have waived any of our rights under this DIGITAL WALLET TERMS & CONDITIONS. No waiver by us of a breach of this DIGITAL WALLET TERMS & CONDITIONS shall constitute a waiver of any prior or subsequent breach of this DIGITAL WALLET TERMS & CONDITIONS. We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on our part in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

### **NOTICES**

We can provide notices to you concerning these DIGITAL WALLET TERMS & CONDITIONS and your use of the 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. You may contact us at: 423-949-2173 or write us at Citizens Tri-County Bank Internet Banking, 1569 Rankin Avenue, Dunlap, TN 37327.

### **ILLEGAL ACTIVITY**

You agree not to use your Wallet to engage in activities deemed illegal by federal and/or state laws, including but not limited to Internet gambling. If you use your Wallet to engage in certain activities deemed illegal by federal and/or state laws, you understand that you will nevertheless be liable for any authorized transactions made by the use of the Wallet.

### **APPLICABLE LAW**

These DIGITAL WALLET TERMS & CONDITIONS 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 Card is covered. Disputes arising out of or relating to these DIGITAL WALLET TERMS & CONDITIONS will be subject to any dispute resolution procedures in your Card agreements or disclosures.