

## Digital Wallet Supplemental Terms and Conditions

These Digital Wallet Supplemental Terms and Conditions (“Digital Wallet Terms”) are made by and among you (“you”, “your”), First Electronic Bank (“Bank” or “Issuer”) and Cardless, Inc. (“Cardless”) (Bank and Cardless are collectively referred to as “we”, “us”, “our”). From time to time, we may permit you to add your Cardless Mastercard credit card (“Card”) to a digital wallet, such as Apple Pay or Google Pay (each, a “Digital Wallet”) to make transactions using an eligible mobile device (“Eligible Device”) in lieu of your plastic Card at all places where your Card and the Digital Wallet are accepted. A Digital Wallet may not be accepted at all merchant locations where your Card is accepted. Digital Wallets are made available to you by third party providers (“Digital Wallet Provider”). These Digital Wallet Terms are provided in connection with, and shall become a part of, your Cardless Consumer Credit Card Agreement (“Account Agreement”).

### *a. Adding and Using Your Card*

You can add an eligible Card to the Digital Wallet by following the instructions of the Digital Wallet Provider. If your Card or Account is not in good standing, if we cannot authenticate the Card, or if we otherwise suspect that there may be fraud associated with the Card, that Card may not be used with a Digital Wallet.

Use of the Digital Wallet is subject to the Digital Wallet Provider’s terms and conditions (“Third Party Terms”). A violation of the Digital Wallet Provider’s Third Party Terms constitutes a violation of these Terms. Acceptance of such Third Party Terms does not change the terms of these Terms or the Account Agreement. The Digital Wallet simply provides another way for you to make purchases with your Card.

You agree that we may share information about your Card and Account with the Digital Wallet Provider. We may add a unique numerical identifier different from your Card number to your Digital Wallet that enables you to make purchases on your Card through the Digital Wallet.

Some Digital Wallets can only be used with an Eligible Device and software, as determined by each Digital Wallet Provider. A device that has been modified contrary to the manufacturer’s hardware or software controls is not an Eligible Device. You acknowledge that the use of a modified device to use your Card in connection with a Digital Wallet is expressly prohibited, constitutes a violation of these Terms, and is grounds for us to deny you access to your Card through that Digital Wallet. We do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your Eligible Device or the Digital Wallet. You are responsible for the selection of an Eligible Device and Digital Wallet, and for all issues relating to the operation, performance and costs associated with such Eligible Device and Digital Wallet. You authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, account activation date, and device make and model, where provided in accordance with your mobile operator’s

privacy policy, to allow verification of your identity and to compare information you have provided to us with your mobile operator account profile information.

*b. Removing Your Card*

You should contact the Digital Wallet Provider to determine how to remove a Card from the Digital Wallet. We also reserve the right to block a Card from being used in a Digital Wallet to make purchases, suspend your ability to use a Card to make purchases using the Digital Wallet, or cancel entirely your ability to use a Card in the Digital Wallet. We may take these actions at any time for any reason, such as if we suspect fraud with your Card, if applicable laws change, or if directed to do so by the Digital Wallet Provider, applicable law, or applicable card network (such as Mastercard).

*c. Applicable Fees*

We currently do not impose a fee for using your Card through a Digital Wallet, but we reserve the right to impose a fee in the future. Please note that a Digital Wallet Provider or another third party supporting a Digital Wallet Provider may charge a fee for using your Card in a Digital Wallet. Any applicable interest, fees and charges that apply to a Funding Source that is used to fund a Card transaction will also apply when you use the Digital Wallet to access your Card. The Digital Wallet Provider and your telecommunications carrier or provider may impose service, transaction, web-enablement, data usage or text messaging fees or other charges for your use of a Digital Wallet.

*d. Your Responsibility to Keep Your Digital Wallet and Card Secure.*

If your Card number, any user name, password, or other any access credential such as your PIN, biometric authentication or other passcode you use to access your Card, Account, Eligible Device or Digital Wallet (“Credential”) is compromised or your Card has been used through a Digital Wallet without your permission, or your Eligible Device has been lost or stolen, you must notify us immediately. If you fail to notify us without delay, you may be liable for part or all of the losses in connection with any unauthorized use of your Card in connection with that Digital Wallet. See your Account Agreement for more information about your obligation to report lost or stolen Cards or Credentials and your liability for unauthorized transactions.

You agree that we may collect, transmit, store, and use technical, location, and login or other information about you and your use of the Cards through a Digital Wallet. You acknowledge that (i) the Digital Wallet Provider, as well as Digital Wallet Provider’s sub-contractors, agents, and affiliates, or other third parties supporting that Digital Wallet and (ii) the applicable payment network, and their sub-contractors, agents and affiliates, will have access to certain details of your transactions made with Merchants via use of your Card through that Digital Wallet. We will use, share and protect your personal information in accordance with Bank and Cardless’s respective Privacy Policies. You acknowledge that the use and disclosure of any personal information provided by you directly to a Digital Wallet Provider, the applicable payment network, or other third parties supporting that Digital Wallet, will be governed by such party’s privacy policy and not the Bank’s or Cardless’s Privacy Policy.

In addition to your efforts to keep your Digital Wallet and Card secure, we take reasonable steps to help ensure that information we send to others from your use of a Card in the Digital Wallet is sent in a secure manner. However, the Digital Wallet Provider is responsible for the security of information provided to it or stored in the Digital Wallet. We are not responsible if there is a security breach affecting any information stored in the Digital Wallet, sent from the Digital Wallet, or stored or sent by the Digital Wallet Provider, unless required by applicable law.

*e. We Are Not Responsible for the Digital Wallet.*

A Digital Wallet is provided by a Digital Wallet Provider and other third parties that support that Digital Wallet and without warranty from Bank or Cardless. You acknowledge and agree that from time to time, your use of your Card in connection with a Digital Wallet may be delayed, interrupted or disrupted for an unknown period of time for reasons we cannot control. Neither we, or our affiliates, agents, and service providers, including but not limited to Issuer, will be liable for any claim arising from or related to use of your Card through a Digital Wallet due to such delay, interruption, disruption or similar failure. You acknowledge that neither Bank nor Cardless are party to the terms and conditions for a Digital Wallet between you and a Digital Wallet Provider or the other third parties supporting that Digital Wallet and we do not own and are not responsible for a Digital Wallet. Neither Cardless nor Bank provides any warranty for a Digital Wallet. We are not responsible for maintenance or other support services for a Digital Wallet and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to a Digital Wallet including, without limitation, any third party product liability claims, claims that a Digital Wallet fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of a Digital Wallet must be directed to the Digital Wallet Provider or the other third parties supporting that Digital Wallet.

Merchants may present to you certain discounts, rebates or other benefits (*e.g.*, free shipping) in a Digital Wallet. Such offers are not associated any product or service offered by us, and may be subject to separate Third Party Terms, which may change at any time without notice to you. We will not be liable for any loss or damage as a result of any interaction between you and a merchant with respect to such offers made available through the Digital Wallet.