



A division of First National Bank Texas

APPLE PAY TERMS OF USE

These First National Bank Texas ("FNBT") and First Convenience Bank ("FCB") Apple Pay Terms of Use (as modified from time to time, these "Terms of Use") constitute a legal agreement between you and FNBT and/or FCB and apply to, and govern, your use of Apple Pay with your debit card issued by FNBT and/or FCB and linked to your FNBT and/or FCB deposit account ("Debit Card"). Throughout these Terms of Use, we may use the terms "you" and "your" to refer to holders of Debit Cards and any person authorized to use your Debit Card through an Apple device that supports Apple Pay (each such device, an "Apple Device") and we may use the terms "we," "our," or "us" to refer to FNBT and FCB.

Before activating and adding your Debit Card to an Apple Device, you should carefully review these Terms of Use. By activating Apple Pay and adding your Debit Card to an Apple Device, you acknowledge that you have read and understand, and that you agree to abide by, these Terms of Use. If you are unwilling or unable to be bound by these Terms of Use, you shall not add your Debit Card to any Apple Device and you shall not permit the use of your Debit Card in connection with Apple Pay.

- 1. Your Representations and Warranties to FNBT and FCB.** You represent and warrant to FNBT and FCB that (i) you have the power, authority and capacity to accept these Terms of Use, (ii) the Debit Card you are adding to an Apple Device and using in connection with Apple Pay is your Debit Card, and (iii) the use of your Debit Card in connection with Apple Pay will comply with these Terms of Use and any other agreements between you and FNBT and/or FCB.
- 2. Relationship of these Terms of Use to Other Agreements.** These Terms of Use shall supplement the terms and conditions applicable to your Debit Card and the terms and conditions that govern your FNBT and/or FCB deposit account, including the ELECTRONIC SERVICES AND ELECTRONIC FUNDS TRANSFER DISCLOSURE AND DEPOSIT AGREEMENT (the "Deposit Agreement"). These Terms of Use shall apply to your use of Apple Pay only to the extent that you add your Debit Card to an Apple Device and use your Debit Card in connection with Apple Pay and only with respect to your relationship with FNBT and/or FCB. You acknowledge that you may be subject to the terms and conditions of other agreements with third parties in connection with your use of Apple Pay, including, without limitation, Apple, Inc. ("Apple") your wireless carrier, and other third parties. You acknowledge and agree that FNBT and/or FCB is not a party to such third-party agreements and shall not be responsible for any of the obligations or commitments thereunder or for the products or services, or the actions of, any such third party.
- 3. Activating Apple Pay.** You may activate Apple Pay and add your Debit Card to an Apple Device by following the instructions provided by Apple, which are available at: <https://support.apple.com/en-us/HT201239>. FNBT and FCB are not responsible for and do not provide any support or assistance with respect to any Apple Device or any of the software or services used in connection with an Apple Device or with Apple Pay. If you experience any issues in connection with an Apple Device or with your use of Apple Pay or any third-party product or service, you should contact Apple or the appropriate third party.
- 4. Adding a Debit Card to an Apple Device.** If you add your Debit Card to more than one Apple Device, these Terms of Use shall apply to the use of such Debit Card on each Apple Device. You agree that, by adding your Debit Card to an Apple Device, you are authorizing the use of your Debit Card through Apple Pay and on each Apple Device to which your Debit Card is added. If you authorize any person, including any individual 18 years of age or younger, to add your Debit Card to an Apple Device, you agree that you have authorized such person to make purchases using your Debit Card through the Apple Device on which your Debit Card is added and that you shall be responsible for any such purchases. If you believe your Debit Card has been added to an Apple Device without your authorization, you must immediately contact FNBT and/or FCB. FNBT customers may contact FNBT by calling 254-554-6699 or 800-677-9801. FCB customers may contact FCB by calling 800-903-7490.
- 5. Making Payments through Apple Pay.** Once you activate Apple Pay and add your Debit Card to an Apple Device, you may use the Apple Device to initiate payments with your Debit Card at any merchant that accepts Apple Pay or within certain mobile applications. To complete certain Apple Pay transactions, you acknowledge that a merchant may require you to present your physical Debit Card or a government-issued form of identification.
- 6. Protecting Your Apple Credentials.** You acknowledge and agree that you are responsible for protecting and maintaining the confidentiality of your Apple User ID, passwords, and any other information required to access and use your Apple account, your Apple Device, and Apple Pay (collectively, your "Apple Credentials"). If you fail to take appropriate precautions to secure your Apple Credentials, or if you share your Apple Credentials with others, you acknowledge that your Debit Card may be used to make payments through Apple Pay or to access your personal information and/or your Debit Card information stored on an Apple Device. Subject to applicable federal and state law, you shall be responsible for transactions that occur in connection with your Debit Card. If you believe your Apple Credentials have been lost, stolen, or otherwise compromised, you should contact FNBT and/or FCB immediately. FNBT customers may contact FNBT by calling 254-554-6699 or 800-677-9801. FCB customers may contact FCB by calling 800-903-7490. Additionally, you should contact Apple to report your Apple Credentials have been lost, stolen, or compromised.
- 7. Fees.** We currently do not charge any fees to add your Debit Card to Apple Pay or to use your Debit Card through an Apple Device. However, you acknowledge and agree that you may be subject to fees imposed by third parties, including, without limitation, Apple, your wireless carrier, and data service providers, in connection with your use of Apple Pay. You agree that you will be responsible for any such fees.
- 8. Questions Concerning Apple Pay or an Apple Device.** Questions concerning the use of Apple Pay or the operation of an Apple Device should be directed to Apple. We shall not be responsible for (i) providing Apple Pay services to you; (ii) any failure of Apple Pay or an Apple Device; (iii) your inability to use, or the unavailability of, Apple Pay to make a payment in connection with any transaction; (iv) the performance or non-performance of Apple or any third party providing product, software and/or services in connection with Apple Pay; or (v) any loss, injury, or inconvenience that you sustain as a result of matters addressed in this Section 8.
- 9. Errors; Unauthorized Activity.** You are responsible for identifying and notifying us immediately of any errors or unauthorized activity that occurs in connection with the use of your Debit Card through Apple Pay. **You acknowledge that we are not responsible for the performance or security of Apple Pay or an Apple Device, and you agree that you shall be responsible for protecting your Apple Pay Credentials in accordance with Section 6 of these Terms of Use. After activating Apple Pay and adding your Debit Card to an Apple Device, you agree that you shall secure your Apple Device and Apple Credentials with the same standard of care and in the same manner you would secure your Debit Cards in order to avoid the unauthorized use of your Debit Card. You understand that,**

FIRST NATIONAL BANK TEXAS

www.1STNB.com
254-554-6699 ★ 800-677-9801

FIRST CONVENIENCE BANK

www.1STCB.com
800-903-7490 ★ TTY 866-390-9768

P.O. Box 937 ★ Killeen, TX 76540



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by enabling Apple Pay on an Apple Device and by adding your Debit Card to an Apple Device, the Apple Device will act as if it were a Debit Card. If your Apple Device is lost or stolen, or your Apple Credentials are compromised, you agree to immediately notify FNBT and/or FCB and Apple. You may notify FNBT by calling 254-554-6699 or 800-677-9801. You may contact FCB by calling 800-903-7490. Listen to the prompts and select option 2 and then option 4. You should refer to the ELECTRONIC SERVICES AND ELECTRONIC FUNDS TRANSFER DISCLOSURE for further information on reporting errors and unauthorized activity and the procedures we will use to resolve any potential errors.

10. **Terminating or Suspending Use of a Debit Card; Blocking Transactions.** We reserve the right, in our sole discretion, to terminate or suspend the use of your Debit Card through Apple Pay and to block any transaction(s) made with a Debit Card through Apple Pay. You may remove a Debit Card from Apple Pay by following the instructions provided by Apple.
11. **Sharing of Apple Pay Information.** You agree that we may share your information with Apple, Debit Card networks, and other third parties in order to (i) add a Debit Card to Apple Pay, (ii) provide Apple Pay services that you request, including the display of your Apple Pay transactions on an Apple Device, or (iii) maintain or improve your ability to use Apple Pay. You authorize FNBT and/or FCB to collect, use and share your information in accordance with our Privacy Notice, as such Privacy Notice may be amended from time to time. You acknowledge that the use of Apple Pay involves the electronic transmission of information about your payment transactions to Apple through the facilities of third parties, including, without limitation, your wireless carrier. You agree that we do not control how Apple receives, collects or uses the information it receives in connection with Apple Pay, including any transaction information, or how such information is sent to or from, or stored on, an Apple Device. You agree that we are not responsible for maintaining the security of the transmission of such information, for the information itself, or for the storage of such information on an Apple Device. You further agree that we are not responsible for any breach of security or data breach affecting any information transmitted through or stored on an Apple Device.
12. **Changes to Terms of Use.** We reserve the right, in our sole discretion, to change these Terms of Use, at any time and without notice. You understand that, by continuing to use your Debit Card through Apple Pay or by maintaining your Debit Card on an Apple Device, you are agreeing to any such changes to these Terms of Use. You represent to FNBT and FCB that you will review these Terms of Use, from time to time, to stay abreast of any changes to, and to remain in compliance with, these Terms of Use. If, upon reviewing any changes to these Terms of Use, you do not agree to such changes, you shall cease using your Debit Card in connection with Apple Pay and remove your Debit Card from all Apple Devices.
13. **Questions Concerning Your Deposit Account.** If you have questions about your Debit Card, or a deposit account associated with your Debit Card, please contact us using the toll free telephone number printed on the reverse side of your physical Debit Card.
14. **Contacting You by Email and Electronically.** In connection with your use of your Debit Card through Apple Pay, you agree that:
 - a. we may contact you by email at any email address you provide to us in connection with any account you have at FNBT and/or FCB;
 - b. YOU CONSENT TO RECEIVE ELECTRONIC COMMUNICATIONS, INCLUDING SMS AND MMS, FROM US ON ANY APPLE DEVICE ON WHICH APPLE PAY HAS BEEN ACTIVATED AND YOUR DEBIT CARD HAS BEEN ADDED, INCLUDING COMMUNICATIONS THAT ORIGINATE FROM THIRD PARTIES PROVIDING SERVICES TO FNBT AND/OR FCB. YOU MAY WITHDRAW THIS CONSENT AT ANY TIME, BUT IF YOU DO, YOU MUST REMOVE YOUR DEBIT CARD FROM ANY APPLE PAY DEVICE; and
 - c. you agree to notify us of any changes to your contact information.
15. **Disclaimer of Warranty.** YOU ACKNOWLEDGE AND AGREE THAT APPLE PAY AND ANY THIRD-PARTY PRODUCTS, SERVICES AND/OR SOFTWARE USED IN CONNECTION WITH APPLE PAY IS PROVIDED BY APPLE AND/OR THIRD-PARTY PROVIDERS, AS THE CASE MAY BE, AND THAT FNBT AND FCB ARE NOT PROVIDING ANY WARRANTY IN CONNECTION WITH APPLE PAY, ANY APPLE DEVICE, OR ANY SUCH THIRD-PARTY PRODUCTS, SERVICES AND/OR SOFTWARE. FNBT AND FCB DISCLAIM ANY AND ALL REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, TO YOU, INCLUDING ANY WARRANTIES REGARDING THE MERCHANTABILITY, SUITABILITY, ORIGINALITY, QUALITY, FITNESS FOR A PARTICULAR PURPOSE, NONINGRIMENT OR OTHERWISE, IRRESPECTIVE OF ANY PREVIOUS COURSE OF DEALINGS OR CUSTOM OR USAGE OF TRADE, WITH RESPECT TO APPLE PAY, ANY APPLE DEVICE, OR ANY THIRD-PARTY PRODUCTS, SERVICES AND/OR SOFTWARE PROVIDED IN CONNECTION WITH APPLE PAY.
16. **Limitation of Liability.** TO THE EXTENT PERMITTED BY LAW, IN NO EVENT SHALL FNBT AND FCB OR ANY OF FNBT'S AND FCB'S DIRECTORS, OFFICERS, EMPLOYEES, AGENTS OR REPRESENTATIVES BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF OR DAMAGE TO DATA, 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 DEBIT CARD IN CONNECTION WITH APPLE PAY REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. UNDER NO CIRCUMSTANCES SHALL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM THE HACKING, TAMPERING OR UNAUTHORIZED USE OF OR ACCESS TO YOUR DEBIT CARD IN CONNECTION WITH APPLE PAY.
17. **Indemnification.** You shall indemnify and hold us, our directors, officers, employees, agents and representatives harmless from and against any and all third-party claims, actions, demands, losses, costs, expenses, fines, penalties, liabilities and other amounts that arise out of your failure to abide by these Terms of Use or the terms and conditions applicable to your Debit Card and your Deposit Agreement.
18. **Governing Law and Disputes.** These Terms of Use shall be governed by federal law and, to the extent that state law applies, the laws of the State of Texas, regardless of where you may reside or use your Debit Card. Disputes arising out of or relating to these Terms of Use shall be subject to the dispute resolution provisions set forth in your Deposit Agreement.

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www.1STNB.com
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