

# MOBILE WALLET TERMS OF USE

These First National Bank Texas (“FNBT”) and First Convenience Bank (“FCB”) Mobile Wallet 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, Samsung Pay, Google Pay, and Masterpass (each, a “Mobile Wallet”) 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 a mobile device that supports Mobile Wallets (each such device, a “Mobile 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 a Mobile Device, you should carefully review these Terms of Use. By adding your Debit Card to a Mobile 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 Mobile Device and you shall not permit the use of your Debit Card in connection with any Mobile Wallet.

- 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 a Mobile Device and using in connection with a Mobile Wallet is your Debit Card, and (iii) the use of your Debit Card in connection with a Mobile Wallet 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 a Mobile Wallet only to the extent that you add your Debit Card to a Mobile Device and use your Debit Card in connection with a Mobile Wallet 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 a Mobile Wallet, including, without limitation, Apple, Inc. and its affiliates (collectively, “Apple”), Samsung Electronics Co., Ltd. and its affiliates (collectively, “Samsung”), Google Payment Corp. and its affiliates (collectively, “GPC”), Mastercard International Incorporated and its affiliates (collectively, “Mastercard”), your wireless carrier, and other third parties, and you agree to comply with such terms and conditions. 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 a Mobile Wallet.** You may activate a Mobile Wallet and add your Debit Card to a Mobile Device by following the instructions provided by Apple, Samsung, GPC, or Mastercard, as applicable. FNBT and FCB are not responsible for and do not provide any support or assistance with respect to any Mobile Device or any of the software or services used in connection with an Mobile Device or with a Mobile Wallet. If you experience any issues in connection with a Mobile Device or with your use of a Mobile Wallet or any third-party product or service, you should contact the appropriate third party.
- 4. Adding a Debit Card to a Mobile Device.** If you add your Debit Card to more than one Mobile Device, these Terms of Use shall apply to the use of such Debit Card on each Mobile Device. You agree that, by adding your Debit Card to a Mobile Device, you are authorizing the use of your Debit Card through a Mobile Wallet on each Mobile 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 a Mobile Device, you agree that you have authorized such person to make purchases using your Debit Card through the Mobile 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 a Mobile 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 using a Mobile Wallet.** Once you activate a Mobile Wallet and add your Debit Card to a Mobile Device, you may use the Mobile Device to initiate payments with your Debit Card at any merchant that accepts Mobile Wallets as a form of payment. To complete certain transactions initiated with Mobile Wallets, you acknowledge that a merchant may require you to present your physical Debit Card or a government-issued form of identification.
- 6. Protecting Your Credentials.** You acknowledge and agree that you are responsible for protecting and maintaining the confidentiality of your User ID, passwords, and any other information required to access and use a Mobile Wallet and your Mobile Device (collectively, your “Credentials”). If you fail to take appropriate precautions to secure your Credentials, or if you share your Credentials with others, you acknowledge that your Debit Card may be used to make payments through a Mobile Wallet or to access your personal information and/or your Debit Card information stored on a Mobile 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 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.
- 7. Fees.** We currently do not charge any fees to add your Debit Card to a Mobile Wallet or to use your Debit Card through a Mobile Device. However, you acknowledge and agree that you may be subject to fees imposed by third parties, including, without limitation, Apple, Samsung, GPC, Mastercard, your wireless carrier, and data service providers, in connection with your use of a Mobile Wallet. You agree that you will be responsible for any such fees.
- 8. Questions Concerning a Mobile Wallet.** Questions concerning the use of a Mobile Wallet or the operation of a Mobile Device should be directed to the applicable Mobile Wallet or the applicable provider of the Mobile Device. We shall not be responsible for (i) providing Mobile Wallet services to you; (ii) any failure of a Mobile Wallet or a Mobile Device; (iii) your inability to use, or the unavailability of, a Mobile Wallet to make a payment in connection with any transaction; (iv) the performance or non-performance of any third party providing any product, software and/or services in connection with a Mobile Wallet; 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 a Mobile Wallet. **You acknowledge that we are not responsible for the performance or security of a Mobile Wallet or a Mobile Device, and you agree that you shall be responsible for protecting your Credentials in accordance with Section 6 of these Terms of Use. After activating a Mobile Wallet and adding your Debit Card to a Mobile Device, you agree that you shall secure your Mobile Device and 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, by enabling a Mobile Wallet on a Mobile Device and by adding your Debit Card to a Mobile Device, the Mobile Device will act as if it were a Debit Card. If your Mobile Device is lost or stolen, or your Credentials are compromised, you agree to immediately notify FNBT and/or FCB. 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 a Mobile Wallet and to block any transaction(s) made with a Debit Card through a Mobile Wallet. You may remove a Debit Card from a Mobile Wallet by following the instructions provided by Apple, Samsung, GPC, or Mastercard.
11. **Sharing of Information.** You agree that we may share your information with Apple, Samsung, GPC, and Mastercard, as well as with the card networks and other third parties in order to (i) add a Debit Card to a Mobile Wallet, (ii) provide Mobile Wallet services that you request, including the display of your transactions on a Mobile Device, and (iii) maintain or improve your ability to use a Mobile Wallet. 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, Samsung, GPC, or Mastercard receives, collects, or uses the information it receives in connection with a Mobile Wallet, including any transaction information, or how such information is sent to or from, or stored on, a Mobile 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 a Mobile 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 a Mobile 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 a Mobile Wallet or by maintaining your Debit Card on a Mobile 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 a Mobile Wallet and remove your Debit Card from all Mobile Devices (including any mobile applications).
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 a Mobile Wallet, 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 MOBILE DEVICE ON WHICH A MOBILE WALLET 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 MOBILE DEVICE; and
  - c. you agree to notify us of any changes to your contact information.
15. **Disclaimer of Warranty.** YOU ACKNOWLEDGE AND AGREE THAT MOBILE WALLETS AND ANY THIRD-PARTY PRODUCTS, SERVICES AND/OR SOFTWARE USED IN CONNECTION WITH A MOBILE WALLET IS PROVIDED BY APPLE, SAMSUNG ELECTRONICS CO., LTD., GOOGLE, MASTERCARD, OR BY ANOTHER THIRD-PARTY PROVIDER, AS THE CASE MAY BE, AND THAT FNBT AND FCB ARE NOT PROVIDING ANY WARRANTY IN CONNECTION WITH A MOBILE WALLET, ANY MOBILE 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, NONINFRINGEMENT OR OTHERWISE, IRRESPECTIVE OF ANY PREVIOUS COURSE OF DEALINGS OR CUSTOM OR USAGE OF TRADE, WITH RESPECT TO A MOBILE WALLET, ANY MOBILE DEVICE, OR ANY THIRD-PARTY PRODUCTS, SERVICES, AND/OR SOFTWARE PROVIDED IN CONNECTION WITH MOBILE WALLETS.
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 A MOBILE WALLET 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 A MOBILE WALLET.
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.

Apple and Apple Pay are trademarks of Apple, Inc.

©2017 Samsung Electronics America, Inc. Samsung, Samsung Pay, Samsung Gear, Galaxy S and Gear S (and other device names) are trademarks or registered trademarks of Samsung Electronics Co., Ltd. Use only in accordance with law. Other company and product names mentioned may be trademarks of their respective owners. Samsung Pay is available on select Samsung devices.

Google, Google Pay, Chrome and the Google Logo are trademarks of Google Inc.

Mastercard is a registered trademark, and Masterpass and the circles design are trademarks of Mastercard International Incorporated and are used by the issuer pursuant to license.