

Adding a Pentucket Bank Debit Card to a Third Party Digital Wallet Terms & Conditions

These Terms for Adding Your Pentucket Bank Debit Card to a Third Party Digital Wallet (the "Terms") apply when you choose to add a Pentucket Bank Debit Card ("Pentucket Card") to a digital wallet or other payment service managed through a mobile device, application, website, or other similar service owned by a third party ("Wallet"). In these Terms, "you" and "your" refer to the cardholder of the Pentucket Bank Debit Card, and "we," "us," "our," and "Pentucket" refer to the issuer of your Pentucket Bank Debit Card, Pentucket Bank, N.A.

When you add a Pentucket Bank Debit Card to a Wallet, you agree to these Terms:

- 1) **Your Pentucket Card Terms Do Not Change.** Please review these Terms, as applicable, for important information on your rights and responsibilities when making transactions through a Wallet. The Wallet simply provides another way for you to make purchases or other transactions with your Pentucket Card. These Terms supplement and do not alter the terms and conditions governing your Pentucket Card and the Deposit Account disclosure governing the Pentucket Card or any other applicable agreements between you and us, each as amended from time to time ("Applicable Bank Agreements"). Where these Terms may be interpreted to contradict the Applicable Bank Agreements, the Applicable Bank Agreements should take precedence over these Terms.
- 2) **Pentucket Is Not Responsible for the Wallet.** Pentucket is neither the provider of or responsible for the Wallet and we are not responsible for providing, maintaining or supervising the Wallet service. We are solely allowing usage of the Pentucket Card in the Wallet. We are not responsible for any failure of the Wallet, for any errors, delays caused by or the inability to use the Wallet for any transaction. We are not responsible for the performance or non-performance of the Wallet provider or any other third parties regarding any agreement you enter into with the Wallet provider or associated third-party relationships that may impact your use of the Wallet. Further, you are solely responsible for any fees charged by any third-parties in connection with your use of a Wallet.
- 3) **Contacting You Electronically and by Email or through Your Mobile Device.** You consent to receive electronic communications and disclosures from us in connection with your Pentucket Card and the Wallet. You agree that we can contact you by email at any email address you provide to us in connection with any Pentucket product, service or account, or through any mobile device on which you have downloaded the Pentucket Bank Mobile app. This communication may include contact from companies working on our behalf to service your accounts. You agree to update your contact information with us when it changes.
- 4) **Privacy and Security.** Our use of Personal Information (defined below) collected in connection with your Pentucket Card is governed by our Privacy Policy. To the extent that you submit any Personal information to a Wallet provider or any other third-party in connection with your use of a Wallet, such third party's collection, use and disclosure of such information will be governed by its own privacy policy and not our Privacy Policy. Notwithstanding our Privacy Policy or paragraph 3 of these Terms, by adding your Pentucket Card to a Wallet you authorize us to share your personally identifiable information, including other data and information related to transactions, your location, your mobile device, and/or your use of the Wallet ("Personal Information"), with the third-party service provider for the applicable Wallet, with payment networks and any other third parties in order to process your transactions and provide the services you request. We are not responsible for and shall have no liability for any information provided by you or us in connection with your use of the Wallet to any third-party service provider, merchants or other third-parties.
- 5) **Governing Law and Disputes.** These Terms 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 Pentucket Card is covered. Disputes

arising out of or relating to these Terms will be subject to any dispute resolution procedures in your Pentucket Card agreement.

6) **Notices.** We can provide notices to you concerning these Terms and your use of a Pentucket 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.

7) **Authority to Use Device; Loss of Device.** You represent and warrant that you are an authorized user of the device used to access your Wallet. You hereby represent and warrant to us that you have not unlocked or modified your mobile device ("jail-broken") used in connection with your Wallet in a manner not authorized by your mobile network carrier or Wallet-provider. Given that your mobile device can be used like your Pentucket Card to make purchases, you must notify us in the event your device is lost or stolen with the same urgency as if your actual Pentucket Card is lost or stolen. If any device used with your Wallet is lost or stolen, or you have reason to believe that your device has been compromised or has been used without your authorization, you agree to contact us immediately by calling (978) 556-5414 so that we can take action to disable your Pentucket Card. If you fail to notify us within the required time frames specified by law or within our Electronic Funds Transfer disclosure, whichever is longer, you may be liable for all or a portion of the losses associated with unauthorized use of your Pentucket Card.

8) **Account Ownership.** By enrolling your Pentucket Card for use with any Wallet, you represent that you are the legal owner of the account(s) and other financial information which may be accessed through your Wallet. You represent and agree that all information you provide to us in connection with your Wallet is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using your Wallet. You agree to keep your account information confidential, up to date and accurate.

9) **Availability.** Use of your Wallet is dependent upon various factors including without limitation software, hardware and communication networks that are provided in whole or in part by third parties. Because we have no control over these factors and these factors often have problems and/or interruptions in availability and/or functionality, we do not warrant or guarantee that your Wallet will operate without disruption, errors or interruptions, or that it will be accessible or available at all times.

10) **Non-Endorsement.** We do not represent or endorse, and shall not be responsible for: (a) the reliability or performance of any payee or other third-party provider, (b) the safety, quality, accuracy, security, reliability, integrity or legality of any product, offer, loyalty program, or other items that be stored, redeemed, and/or utilized as part of any process related to your Wallet, and/or any payee, (c) the truth or accuracy of the description of any product, or of any advice, opinion, offer, proposal, statement, data or other information (collectively "Content") displayed or distributed, purchased or paid for through your Wallet, (d) the availability, integrity or security of any third-party service utilizing your Wallet.

11) **Limitation of Liability and Warranty.** WE ARE NOT RESPONSIBLE FOR YOUR WALLET. IN NO EVENT SHALL WE BE RESPONSIBLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT OR INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOSS OF USE, LOSS OF DATA, LOSS OF OTHER INTANGIBLES, LOSS OF SECURITY OF INFORMATION YOU PROVIDED IN CONNECTION WITH OR IN ANY WAY RELATED TO (i) YOUR USE OF A WALLET, (ii) THE EQUIPMENT OR DEVICE USED TO ACCESS A WALLET, (iii) PROBLEMS, FAILURES OR DELAYS PERTAINING TO ANY EQUIPMENT, DEVICE, COMMUNICATION LINES, WIRELESS SERVICE OR INTERNET ACCESS, (iv) INCOMPATIBILITY OF HARDWARE OR SOFTWARE; (v) PERSONAL INFORMATION (AS DEFINED ABOVE) COLLECTED, ACCESSED OR USED BY ANY THIRD-PARTY WITH REGARD TO THE WALLET OR YOUR MOBILE DEVICE, and (vi) ANY OTHER PROBLEMS YOU EXPERIENCE DUE TO CAUSES BEYOND OUR CONTROL. YOU ACKNOWLEDGE AND AGREE THAT YOUR USE OF ANY WALLET IS AT YOUR SOLE RISK AND WE

ARE NOT RESPONSIBLE FOR THE RISK AS TO THE QUALITY, FUNCTIONALITY, AVAILABILITY, PERFORMANCE, PRIVACY, SECURITY, AND/OR ACCURACY OF THE WALLET. YOUR WALLET IS PROVIDED ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND FROM US. YOU ACKNOWLEDGE THAT WE MAKE NO WARRANTY THAT YOUR USE OF ANY WALLET WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, INCLUDING OUR AFFILIATES AND AGENTS, DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, QUALITY, AND NONINFRINGEMENT OF PROPRIETARY RIGHTS) AS TO YOUR USE OF ANY WALLET AND ALL INFORMATION, SERVICES AND OTHER CONTENT (INCLUDING THIRD-PARTY INFORMATION, PRODUCTS AND CONTENT) INCLUDED ON OR ACCESSIBLE FROM THE PROVIDER OF THE WALLET'S WEBSITE, SOFTWARE OR DEVICE.

12) Indemnity. To the maximum extent permitted by law, you agree to indemnify, defend, and hold us, including our affiliates, employees, officers and agents, harmless from and against any and all claims, allegations, civil or regulatory actions, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, costs of investigation, settlement, judgment, and interest charges, arising out of (i) any breach of arising from or in any way related to these Terms; (ii) a breach of any applicable law by you, any Wallet-provider, or any third-parties arising from or in any way related to a Wallet; (iii) your use of a Wallet, (iv) any negligent or intentional action or inaction by you, or any Wallet-provider(s) or third-parties, and/or (v) any disclosure by you or us of Personal Information related to or in any way arising from your use of the Wallet. You agree that this paragraph shall survive the termination of these Terms for any reason.

13) Software and Updates. The software and any updates used by your Wallet are provided by a third-party and are not provided by the Bank. To utilize your Wallet, you may be required to download and install an application or other software. You may also be required to periodically install application or software updates.

14) Changes to Terms. We may modify these Terms at any time with or without notice. Your continued use of any Wallet will indicate your acknowledgment of, and intent to be bound by, any modifications made subsequent to your initial acceptance of the Terms.

15) Termination. Your consent to these Terms is a condition precedent to your use of any Wallet. We may, at any time, terminate or suspend your access to your Pentucket Card, or any components thereof, at our sole discretion and without notice or liability. If you wish to discontinue use of your Wallet at any time, you may delete your account information for your Pentucket Payment Card from your Wallet. You should delete your account information for your Pentucket Card if you transfer your device to someone else.