

Digital Wallet Terms & Conditions

These Digital Wallet Terms and Conditions (“**Terms**”) are a legal agreement between you and Central Bank of Kansas City (“**Bank**”, “**we**”, “**us**”, or “**our**”). You agree to these Terms when you add your eligible Bank credit, debit or prepaid card(s) (“**Card**” or “**Cards**”) to: (a) a tokenized digital wallet or payment service owned or operated by a third party such as Apple Pay®, Google Pay™, or Samsung Pay®; (b) a tokenized digital wallet, payment platform, or payment service owned or operated by a payment card network such as Mastercard®, Visa®, or Discover®; or (c) a merchant-branded website or digital wallet where your tokenized Card information is stored and saved for future use (each a “**Digital Wallet**”). In these Terms, “**you**” and “**your**” refer to the cardholder of the Card.

PLEASE READ THESE TERMS CAREFULLY BEFORE CREATING, ACTIVATING, OR USING YOUR DIGITAL WALLET. By agreeing to these Terms, you represent that:

- You are not a minor (i.e., under the age of 18, except in certain states where a minor is defined as an older age, you represent that you are older than the age designated as a minor); and
- You have the capacity to enter into these Terms.

1. Terms That Apply. In addition to these Terms, you agree that when you use the Digital Wallet, you remain subject to the existing terms and conditions of your Account Agreement for your Card(s), as well as your agreements with your mobile service carrier (e.g., AT&T, Verizon, T-Mobile), and your Digital Wallet provider (e.g., Apple, Google, Samsung). These Terms do not amend or supersede those agreements. Any applicable interest, fees, and charges that apply to your Card or underlying account will also apply when you use a Digital Wallet to access your Card. We do not charge you any additional fees for adding your Card to a Digital Wallet or using your Card in the Digital Wallet. The Digital Wallet provider and other third parties such as your mobile service provider may charge you fees. You are solely responsible for reporting and paying any applicable taxes arising from transactions originating from using your Card in the Digital Wallet.

2. Adding Your Card. You can add an eligible Card to a Digital Wallet by following the instructions of the Digital Wallet provider. To add your Card to a Digital Wallet, you will need to link or provision your Card to the Digital Wallet using an authentication process. Using this process, we then add a unique numerical identifier different than your Card number to your Digital Wallet that tokenizes your Card to the Digital Wallet. These Terms only apply to Cards added to a Digital Wallet using this provisioning and tokenization process. If your Account is not in good standing or your account is frozen, then your Card will not be eligible for a Digital Wallet. We may also, in our sole discretion and for any reason permitted by law, determine that your Card is not eligible for a Digital Wallet. Cards that are not eligible for a Digital Wallet may not be added and, if already in the Digital Wallet, may be removed. We reserve the right to designate a maximum number of Cards that may be added to a Digital Wallet.

3. Removing Your Card from the Digital Wallet. Contact the Digital Wallet provider for instructions on how to remove your Card from the Digital Wallet. We can also block a Card in the Digital Wallet from certain transactions or purchases at any time.

4. Use of the Digital Wallet. The Digital Wallet may allow you to use your Card on your supported device to make various payments such as contactless payments at merchants and in-app or other digital payments at merchants participating in the Digital Wallet. For contactless payments at merchants above a certain dollar amount, merchants may require presentation of your physical Card or a government-issued form of identification. The Digital Wallet may not be accepted at all places where your Card is accepted. We may terminate our participation in a Digital Wallet or with a Digital Wallet provider at any time.

5. Bank is Not Responsible for the Digital Wallet. We are not the provider of the Digital Wallet and are not responsible for providing the Digital Wallet services to you. We are only responsible for supplying information securely to the Digital Wallet provider to allow you to use your Card in the Digital Wallet. We are not responsible for any errors, failures, or delays caused by the inability to use the Digital Wallet.

6. Contacting You Electronically, by E-Mail, or Through Your Electronic Device. To the extent permitted by applicable law, you consent to receive electronic communications and disclosures from us electronically in connection with your Card and the Digital Wallet. You agree that we can contact you by e-mail at any e-mail address you provide to use in connection with any Bank product, service or account. This 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. You also agree to us and your Digital Wallet provider sending you notifications through your electronic device that you utilize for your Digital Wallet. If you do not wish to receive notifications on your electronic device, you may turn off these notifications through the electronic device settings or by the procedures established by your Digital Wallet provider.

7. Privacy. Your privacy and the security of your information are important to us. Our Privacy Policy (available at the URL provided with your Card) as amended from time to time, applies to your use of your Card in the Digital Wallet. You may share your Card number with Digital Wallet providers or a payment card network, and you agree that we may share certain of your other information

with the Digital Wallet providers, merchants, payment card networks, and others in order to provide the services you requested, to make information available to you about your Card transactions, and to improve our ability to offer the Digital Wallet services. This information helps us to add your Card to the Digital Wallet and to maintain the Digital Wallet. We do not control the privacy and security of your information that may be held by the Digital Wallet provider, which is governed by the privacy policy given to you by the Digital Wallet provider.

8. Security. You are solely responsible for keeping your user information, passwords, and other means of access to your Digital Wallet secure. If you share this information with any other person, they may be able to use your Cards through your Digital Wallet and access your personal and payment information.

9. Transaction Information. Transaction history displayed in a Digital Wallet represents our authorization or your Digital Wallet transaction and may not reflect complete information regarding your transaction, including post-authorization activity, clearing, settlement, foreign currency exchange, reversals, returns, or chargebacks. The purchase amount, currency, and other details for the Digital Wallet provider's transaction history in connection with the use of your Card in the Digital Wallet may be preliminary, incomplete, or inaccurate and may not match the amount that ultimately clears and posts to your Card. Please refer to your Account Statement for accurate information regarding your Card transaction history.

10. Merchant Relationships and Disclaimers. We are not responsible, or a party to, any discounts, rebates, or other benefits offered to you by any merchant or other third party through a Digital Wallet. Such offers may change at any time without notice to you and are solely between you and such third party. We do not endorse or warrant such third parties or the offers they provide.

11. Changes to Participation in the Digital Wallet and these Terms. We may terminate these Terms at any time. We may also change these Terms or add or delete any portion of these Terms at any time. We may revise these Terms at any time by updating these terms on our website and/or providing notice to you through the Digital Wallet. Your use of a Card in a Digital Wallet after we have made a change and posted it to our website constitutes your acceptance of the updated Terms. If you do not accept any revisions made to these Terms, your sole and exclusive remedy is to cancel your use of and delete all Cards from your Digital Wallet. You should periodically review the Terms on our website.

Subject to applicable law, we may at any time (a) terminate your use of Cards in connection with a Digital Wallet, (b) modify or suspend the dollar amounts or types of transactions allowed using Cards in connection with a Digital Wallet, (c) change a Card's eligibility for use in a Digital Wallet, and (d) change the process for provisioning Cards for a Digital Wallet.

12. Governing Law and Disputes. These Terms are governed by the laws of the state that apply to the agreement under which your Card is covered. Disputes arising out of or relating to these Terms will be subject to any dispute resolution procedures in your Card agreement.

13. Limitation of Liability; No Warranties. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BANK, OUR PROCESSORS, SUPPLIERS, OR LICENSORS (OR ANY OF OUR OR THEIR RESPECTIVE AFFILIATES, AGENTS OR EMPLOYEES) BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY OR ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT, OR OTHERWISE), INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO YOU ADDING A CARD TO A DIGITAL WALLET OR YOUR ACCESS OR USE OF A DIGITAL WALLET, EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL BANK, OUR PROCESSORS, SUPPLIERS, OR LICENSORS (OR ANY OF OUR OR THEIR RESPECTIVE AFFILIATES, AGENTS, OR EMPLOYEES) HAVE ANY LIABILITY OR RESPONSIBILITY FOR ANY (A) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (B) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF A DIGITAL WALLET, INCLUDING YOUR USE OF YOUR CARD IN CONNECTION WITH A DIGITAL WALLET; (C) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (D) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM A DIGITAL WALLET; (E) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH A DIGITAL WALLET BY ANY THIRD PARTY; (F) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, INCURRED AS A RESULT OF THE USE OR ANY CONTENT POSTED, E-MAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH A DIGITAL WALLET; AND/OR (G) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY.

YOUR USE OF A CARD IN A DIGITAL WALLET IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ADDING ANY CARD OR RELATED INFORMATION TO A DIGITAL WALLET AND USE OF A DIGITAL WALLET IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE", WITH ALL DEFECTS THAT MAY EXIST FROM TIME TO TIME WITHOUT WARRANTY OF ANY KIND AND BANK, ON BEHALF OF ITSELF AND ITS SUPPLIERS, HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO THE ADDING OF ANY CARD OR RELATED INFORMATION TO A DIGITAL WALLET AND USE OF A DIGITAL WALLET OR RELATED THERETO, EITHER EXPRESS, IMPLIED OR STATUTORY,

INCLUDING WITHOUT LIMITATION, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INTERFERENCE WITH YOUR ENJOYMENT OF ANY CARD OR RELATED INFORMATION WITH A DIGITAL WALLET OR YOUR ACCESS OR USE OF A DIGITAL WALLET, OR THAT THE FUNCTIONS CONTAINED THEREIN, OR SERVICES PERFORMED OR PROVIDED BY, ANY CARD OR RELATED INFORMATION FOR USE WITH A DIGITAL WALLET WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OR AVAILABILITY OF ANY CARD AND RELATED INFORMATION FOR USE WITH A DIGITAL WALLET WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT DEFECTS IN ANY CARD OR ANY RELATED INFORMATION FOR USE WITH A DIGITAL WALLET WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US, ANY OF OUR AUTHORIZED REPRESENTATIVES, OR ANY THIRD PARTY WILL CREATE ANY WARRANTY.

These Sections will survive any termination of these Terms.

14. Intellectual Property. All intellectual property rights, including but not limited to, patents, trade secrets, copyrights, and trademarks in a Digital Wallet are owned either by the Digital Wallet provider, us, our licensors, or third parties. Nothing in these Terms gives you any rights in respect of any intellectual property owned by the Digital Wallet provider, us, our licensors, or third parties and you acknowledge that you do not acquire any ownership rights by adding your Card or related information to, or using, a Digital Wallet.

15. Indemnification. You will indemnify and hold us, our processors, suppliers, and licensors (and each of our and their respective affiliates, agents and employees) harmless from any claim or demand, including reasonable attorneys' fees and expenses, made by any third party due to or arising out of (a) you adding any Card or related information to a Digital Wallet or use of a Digital Wallet, or (b) a breach of these Terms by you or authorized users of the Digital Wallet using your Card or credentials. You will use your best efforts to cooperate with us in the prosecution or defense of any such claim. The terms of this Section will survive termination of these Terms.

16. Miscellaneous. Your access to and use of your Card, and related information, in conjunction with a Digital Wallet is subject to all applicable laws. We reserve the right to seek all remedies available at law and in equity for a violation of these Terms. These Terms (including all agreements referenced in these Terms) set forth the entire understanding and agreement between you and us with respect to the subject matter hereof and supersede any prior or contemporaneous understandings or agreements with respect to such subject matter. If any part of these Terms is determined to be invalid or unenforceable under applicable law, that provision will be enforced to the maximum extent permissible so as to affect the intent of these Terms, and the remainder of these Terms will continue in full force and effect. Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. You may not assign these Terms. Any attempt by you to do so is void. We may assign these Terms, in whole or in part, at any time with or without notice to you. These Terms will inure to the benefit of and be binding upon the parties hereto and their successors and assigns. The Terms of this section will survive termination of these Terms, together with any other terms which specifically or by their nature should survive termination.

17. Questions. If you have any questions, disputes, or complaints about the Digital Wallet, contact the Digital Wallet provider using the information given to you by the Digital Wallet provider. If your question, dispute, or complaint is about your Card, then contact us at the Customer Service Number provided with your Card.

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