

Terms and Conditions for Adding Your Benchmark Bank Debit Card to Mobile Wallet Service

Mobile Wallet Terms and Conditions

These Terms and Conditions (the “Terms”) apply when you choose to add a Benchmark Bank Debit card (“Benchmark Bank Card”) to a Mobile Wallet Service. In these Terms, “you,” “your,” “their,” and “my” refer to the card member of the Benchmark Bank Card; and “we,” “us,” “our,” and “Benchmark Bank” refer to the issuer of your Benchmark Bank Card.

What is a Mobile Wallet Service?

A Mobile Wallet Service (“Mobile Wallet”) allows you to add your Benchmark Bank Card to an application using your mobile device. Your Benchmark Bank Card number is replaced with a digital number or token. Once added, you understand that you may use your mobile device to make payments only where the Mobile Wallet is accepted. Benchmark Bank is not a provider of the Mobile Wallet and we are not responsible for any failure or inability to perform a transaction using the Mobile Wallet. We are only responsible for supplying information securely to the Mobile Wallet provider to allow usage of the Benchmark Bank Card in the Mobile Wallet.

Eligibility

Active Benchmark Bank Card and Benchmark Bank Accounts that are in good standing are eligible to be added to a Mobile Wallet. If your Benchmark Bank Card or any underlying Benchmark Bank Account becomes delinquent, is in a negative status, or is otherwise maintained in an unauthorized manner, as determined by Benchmark Bank in its sole discretion, your Benchmark Bank Card may be removed by Benchmark Bank from the Mobile Wallet for continued use.

Relationship to Other Agreements

You agree that when you add your Benchmark Bank Card to a Mobile Wallet, your Benchmark Bank Card and Account will remain subject to the terms and conditions of all existing agreements with Benchmark Bank. You acknowledge that certain message and data rates may apply from your wireless service providers and/or wireless carriers which might impact your use of the Mobile Wallet. For example, your mobile service carrier or provider may impose data usage or text charges for your use of or interaction with the Mobile Wallet, including downloading the software, receiving or sending text messages, or other use of your mobile device when using the software or other products and services provided by the Mobile Wallet. You expressly agree that you are responsible for all such fees, limitations, and restrictions, and that we may contact you via your mobile device for any purpose concerning your Accounts at Benchmark Bank, including Account servicing and collection purposes.

You may be required to further authenticate yourself when adding your card to the mobile wallet by receiving a One Time Passcode via email or text message. The Benchmark Bank One Time Passcode program will manage sending the pass code. If you select to receive the passcode via text message then message and data rates may apply from your carrier.

Account Ownership/Accurate Information

You represent that you are the legal owner of the Account and other financial information which

may be accessed via the Mobile Wallet. You represent and agree that all information you provide in connection with the Mobile Wallet is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of operating the Mobile Wallet. You agree not to misrepresent your identity or your Account information.

Contacting You Electronically and by Email

You consent to receive electronic communications and disclosures from us in connection with your Benchmark Bank Card and the Mobile Wallet. You agree that we can contact you by email at any email address you provide to us in connection with any Benchmark Bank Card Account.

Removing Your Benchmark Bank Card from the Mobile Wallet

You should contact the Mobile Wallet provider on how to remove a Benchmark Bank Card from the Mobile Wallet. We can also block a Benchmark Bank Card in the Mobile Wallet from purchases at any time.

Measures to Maintain Your Privacy and Security

Once you have added your Benchmark Bank Card to a Mobile Wallet, Benchmark Bank is responsible for securely transmitting your information to your Mobile Wallet provider. Your information is only sent through secure channels. You agree that we may share your information with the Mobile Wallet provider, a payment network, and others in order to provide the services you have requested, to make information available to you about your Benchmark Bank Card transactions, and to improve our ability to offer these services. We do not control the privacy and security of your information that may be held by the Mobile Wallet provider, which is governed by the privacy policy given to you by the Mobile Wallet provider. You agree not to leave your mobile device unattended while logged into the Mobile Wallet and to log off immediately at the completion of each access by you. You agree not to provide your password or other access information to any other person. If you believe that someone may have unauthorized access to your mobile device, you agree to immediately cancel your access to the Mobile Wallet associated with the mobile device. You agree to provide us with immediate notice in the event you suspect fraud or any unauthorized access to any of your Accounts. You agree to comply with all applicable laws, rules and regulations in connection with your Benchmark Bank Card. You agree to take every precaution to ensure the safety, security and integrity of your Account and transactions when using the Mobile Wallet. We may, in some cases, make individually identifying information available only in the following circumstances: where ordered by a court or other legal body or where it is lawfully permitted or required; where we have agreed to provide information under contracts to vendors and partners to make products and services available to our card members; or where the card member has requested or consents to the disclosure of information. In those cases where we disclose information to outside vendors, we require that they use it for no purposes other than providing previously specified services to our members.

Changes in These Terms and Conditions

Except as otherwise required by law, Benchmark Bank may in its sole discretion change these terms, and modify or cancel the eligibility to use your Benchmark Bank Card with a Mobile Wallet provider at any time, without notice. You cannot change these terms but you can

terminate them by removing your Benchmark Bank Card(s) from the Mobile Wallet. Benchmark Bank reserves the right to refuse any transaction for any reason.

Exclusion of Warranties; Limitation of Liability; Indemnification

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF A MOBILE WALLET PROVIDER IS AT YOUR SOLE RISK. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE MOBILE WALLET IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND BENCHMARK BANK IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE. BENCHMARK BANK MAKES NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF A MOBILE WALLET.

By selecting the “I Agree” box you agree to all terms, conditions, and notices contained or referenced in these Terms and you are providing your express consent.