MidFirst Bank Mobile Wallet Terms and Conditions Effective October 6, 2020

You may add any MidFirst Bank ("we," "us," or "our") consumer Credit or Debit Card ("Card") to any Mobile Wallet ("Wallet") on any eligible device ("Device") that supports the Wallet by following the procedures adopted by the Device that supports the Wallet and any further procedures we adopt, including without limitation adding a Card through online banking. These Terms and Conditions apply regardless of the method you use to add your Card to a Wallet. Wallets may include, but are not limited to, Apple Pay, Samsung Pay, or Google Pay. By adding or attempting to add a Card to a Wallet, or by keeping a Card in a Wallet, you agree to these Terms and Conditions, as they may be modified from time to time ("Terms"). These Terms are incorporated by referenced into the applicable deposit Account Agreement and Disclosure or Cardholder Agreement. When we use the term "Agreement," we mean the applicable deposit Account Agreement and Disclosure and the Cardholder Agreement. You may add a Card to Wallets on more than one Device. If you do, these Terms will apply to the Card in each Wallet (each, a "Wallet Card") and to your use of each Wallet. You understand that your use of a Wallet may also be subject to other agreements or terms of use for your Device and others.

- 1. <u>Wallet Functions</u>. When you add a Card to a Wallet, the Wallet allows you to use the Wallet Card to make Purchases wherever the Wallet is accepted. Information about the Card account and certain recent transactions may also be made available through the Wallet. The Wallet Card may not be accepted at all places where your Card is accepted.
- 2. <u>Security</u>. You agree to protect and keep confidential your User ID, passwords and all other information required for you to use a Wallet Card. If you share these credentials with others, they may be able to use your Wallet Card and access personal and Card information made available through the Wallet. If you use any biometric authentication on your Device, you acknowledge that any person who has access to your Device through biometric authentication may have access to your Wallet and the information contained in the Wallet. You also agree that it is your responsibility to protect the security and safety of your Device just as you would your Card. If your Device is lost or stolen, or your credentials are compromised, you agree to notify us immediately. If you get a new Device, it is your responsibility to delete all Cards from any installed Wallets on your old Device. To complete certain Purchases, merchants may require you to present a physical Card or a government-issued form of identification.
- 3. <u>Fees</u>. We do not charge you any fees for adding a Card to a Wallet or using a Wallet Card. However, the Wallet or other third parties, such as wireless companies or data service providers, may charge you fees in connection with your use of a Wallet. You agree that such fees are your sole responsibility.
- 4. <u>Wallet Problems</u>. We are not the provider of the Wallet, and we are not responsible for providing Wallet services to you. We are not responsible for any failure of the Wallet or your inability to use a Wallet Card for any transaction. We do not accept any responsibility for any loss, injury or inconvenience you suffer as a result of a merchant refusing to accept a Wallet Card. We are not responsible for the performance or non-performance of the Device or any third party regarding a Wallet or Wallet Card.
- 5. <u>Billing Errors</u>. *Unauthorized Transfers*. You are responsible for identifying and notifying us in accordance with the Agreement of any billing errors or unauthorized transfers from your Account arising from the use of a Card, including a Wallet Card. We will resolve any potential billing error and determine your liability for any unauthorized transfers in accordance with the Agreement.
- 6. <u>Ending or Suspending Use of a Wallet</u>. We can end or suspend your right to use a Wallet Card at any time and have the right at any time to block transactions with a Wallet Card. You may remove a Wallet Card from a Wallet by following your Wallet's procedures. Your Card account must be in good standing for you to add a Card to a Wallet or to use an existing Wallet Card.
- 7. <u>Privacy; Information Security</u>. You agree that we may exchange information about you, your Card account, and your transactions with the Wallet provider, your Card network and others in order to facilitate any Wallet services you request, to make information available to you in a Wallet about your Card transactions, and/or to improve your ability to obtain Wallet services. You agree that we may provide personally identifiable information to the Wallet provider, such as your name, card number, and expiration date. We do not control how the Wallet provider uses

information it receives in connection with Wallet Cards. Use of a Wallet involves the electronic transmission of personal information through third party connections. We will use reasonable commercial efforts to ensure that information we send in connection with your use of a Wallet is sent in a secure manner. However, we are not responsible for the security of information provided to your Wallet provider or stored in a Wallet. We are not responsible if there is a security breach affecting any information stored in any Wallet or sent from a Wallet.

- 8. <u>Changes to Terms</u>. We may change these Terms at any time. You agree to any such changes by your continued use of a Wallet Card and/or by keeping a Wallet Card in a Wallet. The date of the most recent change to these Terms is shown at the top of these Terms, immediately below the caption. If you do not accept any changes to these Terms, you must remove each Wallet Card from each Wallet.
- 9. <u>Questions</u>. If you have any questions, disputes, or complaints about a Wallet, you should contact your Wallet provider using the information provided by it. If you have any question, dispute, or complaint about a Card, you should contact us in accordance with the Agreement.
- 10. <u>Third Party Agreements and Support</u>. These Terms apply to your use of Wallet Cards. Wallet providers may require you to agree to additional terms and conditions that we do not control. It is your responsibility to read and understand any third party agreements before you add a Card to a Wallet.