



## Mobile Wallet Terms and Conditions for Armstrong Bank Customers

These Terms and Conditions govern your use of eligible debit or credit cards issued by Armstrong Bank (each, a "Payment Card") when you add, attempt to add, or keep a Payment Card in a Mobile Wallet ("Wallet") on any mobile device ("Device") that supports the Wallet.

These Terms and Conditions also represent your agreement with Armstrong Bank regarding the use of your eligible debit or credit card account with the Wallet service. Within these Terms, "you", "your", or "user" refer to the member whose name is located on the Payment Card or any authorized user of the Payment Card. "AB", "we", "our", or "us" refer to Armstrong Bank. These Mobile Wallet Terms and Conditions provided electronically are considered "in writing" and are available to you in a form you may keep at [www.armstrongbank.com](http://www.armstrongbank.com). Enrolling your Armstrong Bank Payment Card into the Mobile Wallet service constitutes as acknowledgement and agreement to these Terms.

### I. Relationship to Mobile Wallet Provider

The Wallet service is a service offered by its respective providers using eligible devices. Armstrong Bank does not own, operate, or control any Wallet services, and is not responsible for any service provided to you by any Wallet providers or by any third party engaged by the Wallet provider. We likewise are not responsible for any information, other services provided to you by a Wallet provider, or any other third parties associated with a Wallet service. We are not liable for any failure or performance of a Wallet service.

You understand that your use one or more Wallet services will also be subject to agreements or terms of use with the respective Wallet provider or other parties.

### II. Relationships to Other Agreements

Your enrollment into the Wallet service does not impact any other agreement we have with you. The terms of use for your Payment Card that were provided to you at account opening and amended from time to time remain in full force and effect regardless of whether or not you use the Wallet service. Your cardholder agreements with us contain arbitration provisions that also apply to your use of your Payment Card through the Wallet service. For the avoidance of confusion, any transaction you make with your enrolled Armstrong Bank Payment Card using the Wallet service will be considered the same as if you had used your Payment Card in person to conduct the transaction and all applicable fees and interest (in the event of an enrolled credit card) will apply per the terms of your cardholder agreement with us.

### III. Eligibility

In order for us to authorize your use of your Armstrong Bank issued Payment Card within the Wallet service, your Payment Card and the underlying account must be in good standing, and you must not be restricted from using the Wallet based upon any limitations imposed by the Wallet provider, your wireless service provider, and / or any third party associated with the Wallet provider.

### IV. Device Eligibility

You are required to have an eligible device in order to use this service. The Wallet provider, at its sole discretion, determines which devices are eligible to be used with the Wallet service. Devices that have been unlocked in an unauthorized fashion ("jail-broken") or otherwise modified are not eligible to use the Wallet.

You acknowledge that use of an ineligible mobile device with the Wallet service is expressly prohibited, constitutes a breach of these Terms and is grounds for us to temporarily suspend, permanently terminate, or otherwise deny further access to your Payment Card in the Wallet service. We are not liable to you for the effects (third party or otherwise) of such termination or suspension.

### V. Fees

We do not charge any fees for using the Wallet service. Please review your Armstrong Bank account agreement for any applicable fees, interests, or other charges associated with your Payment Card. You are responsible for any fees or other charges that your wireless carrier, Wallet provider, or other third parties may impose. We reserve the right to institute charges for account access or for additional transactions or features in the future, but only after written and/or electronic notification to you at least 30 days in advance of the date such charges will take effect.

### VI. Suspension of Payment Card

We may block, suspend, or cancel use of your Armstrong Bank issued Payment Card within the Wallet Service. We may take these actions at any time and for any reason, such as if we suspect fraud with your Payment Card, your Device becomes lost or stolen, or if applicable laws change.

### VII. Electronic Contact

You agree to receive electronic communications from us, including emails to the email address you have provided in connection with your Payment Card account. These electronic communications will relate to your use of the Wallet Service. You agree to update your email address when it changes by contacting us.



## VIII. Data Privacy

You agree that we may collect, transmit, store, and use certain information about you and your use of your Payment Card in the Wallet Service. The transmission, storage, and usage of this data are governed by the privacy policy applicable to your Payment Card or the underlying account. You understand and acknowledge that third parties, such as Apple, Google, Samsung and MasterCard, will have access to certain details regarding eligible Payment Card transactions made using the Wallet service. You understand that information that is provided to or held by the Wallet provider or other third parties in relation to the Wallet service is outside the control of Armstrong Bank. Any information you disclose to the Wallet provider or any other third party is subject solely to their security policies and governed by their respective privacy policies and not the Armstrong Bank privacy policy applicable to your Payment Card or the underlying account.

## IX. Indemnity

You agree to indemnify, defend, and hold Armstrong Bank harmless from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of your use of the Wallet service, any negligent or intentional action or inaction, and/or any breach of the Terms and Conditions of this Agreement. You agree that this paragraph shall survive the termination of this Agreement for any reason.

## X. Other Limitations of Liability and Disclaimer of Warranties

You are solely responsible for the selection, maintenance, security, and operation of your device, software, email, and telecommunication, mobile, and internet service provider. Armstrong Bank expressly disclaims any and all liability as relates to the improper use of your device and the access and transmission of data except as provided by statute. Armstrong Bank is not responsible for any errors or failures due to any malfunction of your hardware or software, the unsuitability of your device, or any virus, or problem that may be associated with the use of the device or its software.

## XI. Termination or Change

We reserve the right, in our sole discretion and at any time, to discontinue or terminate this Service or access to your Card for Wallet services, or to terminate, add, delete or change any term or condition of the Armstrong Bank Terms and Conditions for Wallet services. We will provide you with notice of any such termination or change as required by law. Your continued use of the Service will constitute your acceptance and agreement to any change in the Terms and Conditions.

## XIII. Your Responsibilities

- A. Payment Card enrollment in the Wallet - If you want to add a Payment Card to the Wallet, you agree to follow the procedures adopted by the Wallet provider and any further procedures we adopt. We may not add a Payment Card to the Wallet if we cannot authenticate the Payment Card or if we otherwise suspect that there may be fraud associated with the Payment Card. The Wallet allows you to make purchases using an added Payment Card wherever the Wallet is accepted. The Wallet may not be accepted at all places where your Payment Card is accepted.
- B. Report Lost or Stolen Devices or Payment Cards - If you enroll in a Wallet service and your device is lost or stolen, or you have reason to believe that your device has been compromised, including that of your fingerprint reader, PIN, or other security device, you agree to contact us immediately so that we can take action to disable your Payment Card for use within the Wallet service. Given that your device can be used like a Payment 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 Payment Card is lost or stolen. If you fail to notify us, you may be liable for all or a portion of the losses associated with unauthorized use of your Payment Card whether that use was through the Wallet service or not.
- C. Security - You are solely responsible for maintaining the confidentiality of your Wallet User ID, Wallet passwords, device passwords and any other means that you may use to securely access the Wallet service on your device. If you share these credentials with anyone, that person may be able to use your Wallet to make purchase or obtain access to your personal and payment information available through the Wallet service.

You agree to safeguard your device at all times and not leave it unattended.

- D. Account Ownership/Accurate Information - You represent that you are the legal owner of the account(s) and other financial information that may be accessed via the Wallet service. You represent and agree that all information you provide to us in connection with the Wallet service is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using the Wallet service. You agree not to misrepresent your identity or your account information. You agree to keep your account information confidential, up to date and accurate. You represent that you are an authorized user of the Device you will use to access the Wallet service.