Community Bank Owatonna Terms and Conditions for Adding a Debit Card to a Mobile Wallet

These terms and conditions (the "Terms") for attaching your Community Bank Owatonna debit card ("CBO Debit Card") virtually to a digital storage system ("Mobile Wallet") apply when you choose to add a CBO Debit Card to a Mobile Wallet. In these Terms, you and your refer to any person that seeks to add a CBO Debit Card to any Mobile Wallet, and we, us, our, and Community Bank Owatonna refer to the issuer of your CBO Debit Card. When you add a CBO Debit Card to the Mobile Wallet, you agree to these Terms.

## 1. Adding your CBO Debit Card.

You can add an eligible CBO Debit Card to the Mobile Wallet by following the instructions of the Mobile Wallet provider. Only CBO Debit Cards that we indicate are eligible can be added to the Mobile Wallet. If your CBO Debit Card or underlying account is not in good standing, that CBO Debit Card will not be eligible to enroll in the Mobile Wallet. When you add a CBO Debit Card to the Mobile Wallet, the Mobile Wallet allows you to use the CBO Debit Card to enter into transactions where the Wallet is accepted. The Mobile Wallet may not be accepted at all places where your CBO Debit Card is accepted.

#### 2. Your CBO Debit Card Terms Do Not Change.

The terms and account agreement that govern your CBO Debit Card do not change when you add your CBO Debit Card to the Mobile Wallet. The Mobile Wallet simply provides another way for you to make purchases with the CBO Debit Card. Any applicable interest, fees, and charges that apply to your CBO Debit Card will also apply when you use the Mobile Wallet to access your CBO Debit Card. Community Bank Owatonna does not charge you any additional fees for adding your CBO Debit Card to the Mobile Wallet or using your CBO Debit Card in the Mobile Wallet. The Mobile Wallet provider and other third parties such as wireless companies or data service providers may charge you fees.

## 3. Community Bank Owatonna is Not Responsible for the Mobile Wallet.

Community Bank Owatonna is not the provider of the Mobile Wallet, and we are not responsible for providing the Mobile Wallet service to you. We are only responsible for supplying information securely to the Mobile Wallet provider to allow usage of CBO Debit Card in the Mobile Wallet. We are not responsible for any failure of the Mobile 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 Mobile Wallet provider or associated third party relationships that may impact your use of the Mobile Wallet. You acknowledge that you have read and accepted the terms and conditions of the Mobile Wallet by requesting that your CBO Debit Card be added to the Mobile Wallet.

## 4. Contacting You Electronically, and by Email

You consent to receive electronic communications and disclosures from us in connection with your CBO Debit 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 Community Bank Owatonna account. It 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. By accepting these Terms and Conditions, you agree that it is subject to the federal Electronic Signatures in Global and National Commerce Act. ("E-SIGN"). Continued use of a CBO Debit Card in a Mobile Wallet requires that you agree to receive all Notices electronically. If you prefer to receive paper Notices, you have the right to withdraw your consent, in which case we will terminate your use of the CBO Debit Card in a Mobile Wallet.

### 5. Removing Your CBO Debit Card from the Mobile Wallet.

You should contact the Mobile Wallet provider on how to remove a CBO Debit Card from the Mobile Wallet. We can

also block a CBO Debit Card in the Mobile Wallet from purchases at any time.

# 6. 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 CBO Debit Card is covered. Disputes arising out of or relating to these Terms will be subject to any dispute resolution procedures in your CBO Debit Card agreement.

### 7. Ending or Changing these Terms; Assignments

We can terminate these Terms at any time. We can also change these Terms, or add or delete any items in these Terms, at any time. We will provide notice if required by law. We can also assign these Terms. You cannot change these terms, but you can terminate these Terms at any time by removing all CBO Debit Cards from the Mobile Wallet. You may not assign these Terms.

### 8. Privacy

Your privacy and the security of your information are important to us. The Consumer Privacy Notice (available online at https://cbowatonna.com/privacy-policy.html) applies to your use of your CBO Debit Card in the Mobile Wallet. You agree that we may share your information with the Mobile Wallet provider, a payment network, and others in order provide the services you have requested, to make information available to you about your CBO Debit Card transactions, and to improve our ability to offer these services. This information helps us to add your CBO Debit Card to the Mobile Wallet and to maintain the Mobile Wallet. We do not control the privacy and security of your information that may be held by the Mobile Wallet provider, and that is governed by the privacy policy given to you by the Mobile Wallet provider.

#### 9. Notices

We can provide notices to you concerning these Terms and your use of a CBO Debit Card in the Mobile Wallet by posting the material on our website, through electronic notice given to you by the provider, telephone or address on file. If you have any questions, disputes, or complaints about the Wallet, contact the Wallet provider using the information given to you by that provider. For questions, disputes, or complaints about your CBO Debit Card, contact us at 507-455-2265.

#### 10. Limits

Any limits we place on the frequency or dollar amount of your CBO Debit Card transactions will also apply to the Wallet transactions.

#### 11. Security

Storing account numbers, passwords or codes on any Device, using any account numbers, passwords or codes in any verbal communications, or using any Device in a public place such as an airport, hotel, concert, or sports facility, may result in interception and misuse of that information by a third party. CBO cannot prevent interception by third parties of any communications made by a Device. CBO has no responsibility for any losses resulting from information that a third party may obtain by intercepting communications made through a Device or by accessing data that you may store on a Device.