

Last Modified: July 30, 2019

This Digital Wallet Terms and Conditions Agreement (the "Agreement") is an agreement between you and Ocean Bank ("we" or "us") that governs your access to and use of your eligible Ocean Bank business or consumer credit card(s) (the "Card", or "Cards") through a third party digital wallet (a "Digital Wallet") on eligible devices and operating systems (a "Mobile Device") for the purposes of purchasing goods and services with a Mobile Device at near field communication enabled merchants who accept the Digital Wallet as a form of payment. A Digital Wallet allows you to use your Mobile Device to access and use your Card to make such purchases in place of presenting or using your physical Card. The terms "you" and "your" throughout this Agreement refer to the Cardholder and authorized users of a Card.

This Agreement is in addition to the account agreement(s) between us relating to the Card you are linking to the Digital Wallet (the "Account Documents"). We will determine, at our sole discretion, which Cards may be eligible for use through the Digital Wallet. If your Card, or underlying credit card account, is not in good standing it will not be eligible to enroll in a Digital Wallet. We reserve the right to decline any enrollment of a Card to a Digital Wallet without the need to provide you with a reason.

**Please review this Agreement before you continue with the enrollment of your Card to a Digital Wallet. By registering or using a Card through a Digital Wallet you agree to use your Card through the Digital Wallet in accordance with this Agreement. If you do not agree to these Terms and Conditions, then you must not register your Card to, or use your Card in connection with, the Digital Wallet.**

Your use of a Digital Wallet will also be subject to the applicable agreements or terms of use with the provider of the Digital Wallet and other third parties (such as your wireless carrier and other merchants, websites and services integrated into a Digital Wallet).

**Adding or Removing Your Card.** If you want to add a Card to a Digital Wallet, you must follow the procedures adopted by your wireless carrier and any further procedures we adopt. When you add a Card to the Digital Wallet, it allows you to use the Card to enter into transactions where the Digital Wallet is accepted. The Digital Wallet may not be accepted at all places where your Card is accepted. You may remove a Card from the Digital Wallet by following the applicable Digital Wallet provider's procedures for removal.

**Ocean Bank is Not Responsible for the Digital Wallet.** We have no control over Mobile Device requirements for the Digital Wallet. We are not the provider of the Digital Wallet and we are not responsible for providing the Digital Wallet service to you. We are only responsible for supplying information securely to the Digital Wallet to allow usage of your Card in the Digital Wallet. We are not responsible for any transaction failure in the Digital Wallet. We are not responsible for the performance or non-performance of the Digital Wallet or any other third parties regarding any agreement you enter into with the Digital Wallet, or associated relationships that may impact your use of the Digital Wallet.

**Your Card Terms Do Not Change.** The Account Documents that govern your Card do not change when you add your Card to the Digital Wallet. The Digital Wallet simply provides another way for you to make purchases with your Card. Any applicable interest, fees and charges that apply to your Card will also apply when you use the Digital Wallet to access your Card. We do not charge you any additional fees for adding your Card to Digital Wallet or using it through the Digital Wallet. The Digital Wallet and other third parties such as wireless companies or data service providers may charge you fees. Any limits we place on the frequency or dollar amount of your Card transactions will also apply to the Digital Wallet transactions.

**If Your Mobile Device is Lost or Stolen.** You must promptly notify us and your mobile carrier if your Mobile Device is lost or stolen. You may contact us by calling our 24-Hour Customer Service at (844)-829-2323. You must mention that you added your Card to the Digital Wallet so that we can disable your Card for use with the Digital Wallet. If you locate your device, you will need to notify us and add your Card back to the Digital Wallet before making any Digital Wallet purchases.

**Electronic Communications.** By registering and using your Card in connection with the Digital Wallet you consent to receive from us: (i) electronic notifications to the electronic mail on record with us; and (ii) automatically dialed calls or text messages on your devices and phones as reflected in our records. You agree to update your contact information with us when it changes. If you prefer paper notices, you have the right to withdraw your consent by contacting us at (305) 529-5118 from 8:30 am to 5:00 pm. If you withdraw your consent we may suspend or cancel your ability to use your Card in connection with the Digital Wallet.

**Authorization to Collect and Share Data.** You agree that we may collect, transmit, store, and use technical, location, and login or other information about you and your use of the Cards through the Digital Wallet. You agree that we may share your information with the Digital Wallet, a payment network, and others in order provide the services you have requested, to make information available to you about your Card transactions, and to improve our ability to offer these services. This information helps us add your Card to the Digital Wallet and to maintain the Digital Wallet. We will use, share and protect your personal information in accordance with our [Privacy Notice](#) applicable to your Card account. You acknowledge that: (i) the Digital Wallet and its sub-contractors, agents, and affiliates, or other third parties supporting the Digital Wallet, and (ii) the applicable payment network branded on your Card, as well as such network's sub-contractors, agents, and affiliates, will have access to certain details of your transactions made with merchants via the use of your Cards through the Digital Wallet. You acknowledge that the use and disclosure of any personal information provided by you directly to the Digital Wallet, the applicable payment network branded on your Card, or other third parties supporting the Digital Wallet, will be governed by such party's privacy policy.

**Security of the Digital Wallet.** You understand that the security of information provided to or stored by third parties in connection with the Digital Wallet is outside of our control. **We are not responsible if there is a security breach affecting any information collected, stored or sent in connection with the Digital Wallet.**

**Merchant Disclaimers.** Merchants may offer you certain discounts, rebates or other benefits (the "Offers") through the Digital Wallet. We will not be liable for any loss or damage as a result of any interaction between you and a merchant with respect to such Offers. Subject to this Agreement, applicable law and your Card Account Documents, all matters, including delivery of goods and services, returns, and warranties, are solely between you and the applicable merchants. You acknowledge that we do not endorse or warrant the merchants that are accessible through the Digital Wallet or the Offers that they provide.

**Changes to this Agreement.** Subject to applicable law, at any time we may: (i) terminate your use of Cards in connection with the Digital Wallet; (ii) modify or suspend the type or dollar amounts of transactions allowed using Cards in connection with the Digital Wallet; (iii) change a Card's eligibility for use with the Digital Wallet; and (iv) change the Card authentication process.

We may change or modify this Agreement at any time without notice to you, unless required by law, by updating this Agreement in the Digital Wallet. You are bound by such revisions and should therefore review the current Terms and Conditions from time to time. Your use of the Card after a change or modification to this Agreement made available through the Digital Wallet reflects your acceptance of the changes or modification.

The applicable Credit Card Customer Agreement and Disclosure provided with the Card governs your Card, as amended from time to time, and is incorporated by reference as part of these Terms. Please review those agreements, as applicable, for important information on your rights and responsibilities when making transactions through a Digital Wallet. Point of sale purchases of goods and services conducted through the Digital Wallet are available within the United States of America and some foreign countries as determined by the provider of each service within the Digital Wallet.