## Mobile Wallet Terms and Conditions

## **CNB St. Louis Bank Terms of Use**

**These Terms of Use** apply when you choose to add and use an eligible CNB St. Louis Bank debit, or credit ("Card") within this mobile payment application ("Application"). In these Terms, "you" and "your" refer to the cardholder of the Card. "We," "us," "our" and "CNB St. Louis Bank" refer to CNB St. Louis Bank (or the former Citizens National Bank of Greater St. Louis), the issuer of the Card.

**CNB St. Louis Bank and this Application.** CNB St. Louis Bank and its affiliates do not own or operate this Application and are not responsible for any information or services provided by the owner or developer of this Application, your wireless service provider, or any other third parties associated with this Application. We are only responsible for providing information to the provider of this Application in order to allow you to add and use your Card within this Application. We are not responsible for any failure of or inability to use this Application for any transaction. We are not responsible for the performance or non-performance of the provider of this Application or any other third parties regarding any agreement you enter into with them that impacts your use of this Application.

Card or Underlying Account Terms. The terms and conditions applicable to your Card or the underlying account do not change as a result of adding or using your Card within this Application. This Application is just another way you can use your Card to make purchases of goods and services at locations that accept this Application. This Application may not be accepted at all places where your Card is accepted. Any applicable interest, fees and other charges that apply to your Card or the underlying account will also apply when you use your Card within this Application to make purchases.

**Notice regarding arbitration.** The agreement governing your Card or the underlying account contains an Arbitration Provision section which applies to claims arising from your use of your Card. That provision also applies to any disputes between you and CNB St. Louis Bank arising from your use of your Card within this Application.

**Eligibility.** You are only able to use a Card on an eligible mobile device. An "eligible mobile device" is a mobile device in which the provider of this Application makes it available for use and that has not been modified contrary to the device manufacturer's guidelines, including but not limited to disabling hardware or software controls. If we have indicated that the Card you wish to add to this Application can be added, then for you to use the Card within the Application the Card or the underlying account must also be in good standing and you must not otherwise be restricted from using the Application based on any limitations imposed by the provider of the Application, your wireless service provider, and/or any third party associated with the Application.

**Use of Your Card.** This Application enables you to use your Card and an eligible mobile device to make purchases of goods and services. When you enroll your Card within the Application, your Card information is converted to a device-only account number and stored on your eligible mobile device. The device-only account number may be used to pay for goods and services at participating merchants that accept this Application. By selecting your Card within the Application and following the instructions provided by provider of the Application, you are authorizing payment from your Card for the purchase of goods or services.

All purchases made using your Card within this Application, including the delivery of such goods and services, returns, and warranties, are solely between you and the applicable merchant. You acknowledge that CNB St. Louis Bank does not endorse or warrant any merchants that are accessible using this Application and we are not responsible for or liable for any loss or damage as a result of any interaction between you and a merchant.

**Lost or Stolen.** If your eligible mobile device is lost or stolen, your Application authentication (e.g., fingerprint or similar authentication method, or PIN) is compromised, or if your Card has been used without your permission, you must notify us immediately. If you fail to notify us immediately, you may be liable for part or all of the losses in connection with any unauthorized use of your Card.

**Offers**. Third parties, such as merchants, may present you certain discounts, rebates or other benefits within the Application. You acknowledge and agree that CNB St. Louis Bank does not endorse or warrant any of these offers and we are not responsible for or liable for any loss or damage as a result of your acceptance or use of an offer.

**Fees**. CNB St. Louis Bank does not currently impose a fee for using your Card within this Application. However, the provider of this Application and/or your wireless service provider may impose certain charges or other fees for use of the Application.

**Consent**. You consent to receive electronic communications and disclosures from us in connection with your Card and its use within this Application. You agree that by providing telephone number(s), email addresses and other contact information to us now or at any later time, you authorize CNB St. Louis Bank to contact you using such information regarding any of your CNB St. Louis Bank accounts. If at any time you revoke this consent, we may suspend or cancel your ability to use your Card within this Application.

You acknowledge and agree that we may contact your wireless service provider and authorize your wireless service provider to disclose certain information about your wireless account, including but not limited to, your eligible mobile device phone number, IP address, name, address, and device data, in order to allow us to verify your identity and validate the information you provide to us.

**Data.** You agree that we may collect, transmit, store, and use certain information about you and your use of your Card within this Application. CNB St. Louis Bank will use, share and protect your personal information in accordance with the privacy policy applicable to your Card or the underlying account. You acknowledge that other third parties, such as the provider of this Application and Mastercard, will have access to certain details of Card transactions made using this Application and any personal information that you may provide such third party directly. You acknowledge that CNB St. Louis Bank does not have control over the privacy and security of your information that may be provided to or held by the provider of this Application or other third parties that support this Application and that any information you disclose to the provider or any third party is subject to their respective privacy policy and not the CNB St. Louis Bank privacy policy applicable to your Card or the underlying account.

**Third Party Agreements and Support.** The Application provider, your wireless service provider, and other third parties may have their own terms and conditions and other policies, such as privacy policies, and you are subject to those agreements when you agree to utilize their products and/or services. CNB St. Louis Bank is not responsible for and does not provide support or assistance with any products or services offered by the provider of this Application, your wireless service provider, or any other third party.