

Digital Wallet Services Disclosure and Agreement

This Digital Wallet Service and Disclosure Agreement (“Agreement”) will apply when you choose to add your US Metro Bank debit card (US Metro Bank Debit Card) to an external Digital Wallet product. We call this the (“Digital Wallet” or “Wallet,”) and it refers to your payment-supported Apple or Android device (the “Wallet Provider”) that allows you to create virtual representations of your US Metro Bank Debit Card in order to make payments at the terminals or readers maintained by merchants who accept contactless payments. By using this service provided by the Digital Wallet (the “Service”), you agree to follow these terms and conditions.

The words “you” and “your” refer to the cardholder of the Card, and “we,” “us,” and “our,” refer to US Metro Bank, the issuer of your Card. The word "account" means any one or more accounts you have with the US Metro Bank.

By using the Service, you agree to the terms and conditions in this Agreement, and any amendments.

US Metro Bank reserves the right, in our sole discretion, to change terms and conditions in this Agreement at any time with or without prior notice.

Digital Wallet Services

Subject to the terms, provisions and conditions of this Agreement, US Metro Bank may add US Metro Bank debit cards to a Digital Wallet. By enrolling in a Digital Wallet with a US Metro Bank Debit Card(s) you agree to the terms of this Agreement.

Use of enrolled Cards in a Digital Wallet

The Digital Wallet Provider allows you to use US Metro Bank Debit Cards where the Wallet is accepted, consistent with the terms and conditions of the Digital Wallet Provider. The Wallet may not be accepted at all places where your US Metro Bank Debit Card is accepted. US Metro Bank assumes no liability for transactions not accepted or completed using the Digital Wallet. The Digital Wallet Provider is a third party and not affiliated with US Metro Bank.

Security

To ensure safety of information, including card data, you agree to include a security password on your mobile device and Wallet (if available). You agree that you will not, under any circumstances, disclose your access information and/or password(s). You are liable for all transactions made or authorized using your access information and/or password. You agree that if you give your access information or password to anyone, or fail to safeguard its secrecy, you do so at your own risk and assume full liability for any and all transactions and requests and release US Metro Bank of any liability. You agree to notify US Metro Bank immediately in the

event your access information and/or password is lost, stolen or is otherwise compromised. You acknowledge that the US Metro Bank will never ask for this information.

Liability

You are, and shall remain, solely and exclusively responsible for any and all financial risks, including, without limitation, insufficient funds, associated with accessing the Service. US Metro Bank shall not be liable in any manner for your use of the Digital Wallet. You assume exclusive responsibility for the consequences of any instructions you may give to US Metro Bank, for your failure to access the Service properly in a manner prescribed by the Wallet Provider, and for your failure to supply accurate input information, including, without limitation, any information contained.

US Metro Bank is not the provider of the Wallet and is not responsible for providing the Wallet service to you. We are only responsible for supplying information securely to the Wallet Provider to allow usage of your US Metro Bank Debit Card in the Wallet. We are not responsible for any failure of the Wallet or the inability to use the 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 Wallet Provider or associated third-party relationships that may impact your use of the Wallet. You agree to hold us harmless for any issue that you may encounter with your use of the Wallet.

You hereby indemnify and release US Metro Bank from any and all liability related to your use of the Service and agree not to make any claim against US Metro Bank or bring any action against US Metro Bank for honoring or allowing or for declining any transactions on your account where the password for that account was used (whether by you or by any third party, whether or not authorized by you). You agree to reimburse US Metro Bank for any losses it suffers or any damages, injuries, costs or expenses it incurs (including attorney's fees) as a result of US Metro Bank 's honoring or allowing transactions on the account where the password was used (whether by you or by any third party, whether or not authorized by you).

US Metro Bank shall not be responsible for liability, loss or damage of any kind resulting from any delay in the performance of or failure to perform its responsibilities hereunder due to causes beyond US Metro Bank's reasonable control.

Fees

The Digital Wallet Provider and other third parties may charge fees. Please refer to your service agreements with these parties. US Metro Bank will not have information regarding fees imposed by others.

Unauthorized Access or Lost Device

You agree to immediately cancel access to the Digital Wallet if you believe there is unauthorized access or if your device is lost or stolen. If fraudulent activity is suspected, you agree to immediately notify US Metro Bank. Upon such notice, US Metro Bank may disable the Card associated with the Digital Wallet.

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 US Metro Bank Debit Card is covered. Disputes arising out of or relating to these terms will be subject to any dispute resolutions procedures in your US Metro Bank Debit Card Agreement and/or the Disclosure of Account Terms.

If 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, contact us immediately so that we can take action to disable your Card for use within the Digital Wallet. If you fail to notify us, you may be liable for all or a portion of the losses associated with unauthorized use of your Card whether that use was through your Digital Wallet or not.

Privacy

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

Notices

We can provide notices to you concerning these Terms and your use of a US Metro Bank Debit card in the Wallet by posting the material on our website, through electronic notice given to any electronic mailbox we maintain for you or to any other email address or telephone number you provide to us, or by contacting you at the current address we have on file for you. You may contact us at: 1-888-679-5608.

Contacting you Electronically, and by email

You consent to receive electronic communications and disclosures from us in connection with your US Metro Bank Debit Card(s) provisioned to any Digital Wallet. You agree that we can contact you by email at any email address you provide to us in connection with any US Metro Bank account, and such contact may include third-party companies working on our behalf to service your accounts with us. My computer system meets the minimum system requirements set forth below. You agree to update your contact information with us when it changes. By accepting these Terms, you agree that these Terms are subject to the federal Electronic Signatures in Global and National Commerce Act (“E-SIGN”). Continued use of a US Metro Bank Debit Card provisioned to the Digital Wallet of your choice requires that you agree to receive all notices electronically. If you prefer to receive paper notices, you have the right to withdraw your

consent, provided, however, that if you withdraw such consent, we will terminate your use of the debit card(s) in any Digital Wallet.

I understand that US Metro Bank recommends that I retain or print a copy of this consent for my records.

Termination

Either party may terminate this Agreement. We may at any time and for any reason block, suspend, terminate, or discontinue support and/or use of a Card, or all Cards, in a Digital Wallet without notice, except as otherwise prohibited by applicable law. We may also change this Agreement at any time. We will provide notice if required by law or by the terms of the Card agreement or account agreement. We may also assign these terms. You cannot change these terms, but you can terminate these terms at any time by removing all Cards from the Wallet. You may not assign these terms.

You may terminate this Agreement by providing written notice to the US Metro Bank. Notwithstanding any such notice of termination, this Agreement shall remain effective in respect of any transaction occurring prior to such termination. Upon any termination of this Agreement, (i) you will immediately cease using the Service, and (ii) you shall promptly remit all unpaid monies due under this Agreement.

US Metro Bank may immediately suspend or terminate your ability to link your account to the Service in the event that US Metro Bank reasonably determines such suspension or termination is necessary in order to protect the Service or US Metro Bank from harm or compromise of integrity, security, reputation or operation. US Metro Bank's security interest in your accounts will continue until the expiration of any time period for return of any an Item on which you may be liable.

Questions

If you have any questions, disputes, or complaints about the Wallet, contact the Wallet provider using the information given to you by the provider. If your question, dispute, or complaint is about your US Metro Bank Debit card, then contact us at: 1-888-679-5608.

I understand that US Metro Bank recommends that I retain or print a copy of this Disclosure and Agreement for my records.