

# Mobile Wallet Terms and Conditions

## BANK OF MARIN TERMS OF USE FOR MOBILE WALLETS

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Thank you for using your Bank of Marin VISA® Debit Card (hereafter referred to as “Mobile Card”) within Apple Pay, Samsung Pay, Google Pay, or other similar payment applications (hereafter referred to as “Mobile Wallets”). A mobile wallet is a way to carry your credit and debit card information in a secure digital form on your mobile device. The following terms and conditions (these “Terms of Use”) govern your use of any Mobile Card or related features or services (collectively, “Mobile Payment Services”) available on payment-supported devices. These Terms of Use are a legal agreement between you and Bank of Marin (BOM). They apply to you and anyone else you authorize to use your Mobile Card(s).

In addition to this agreement, the BOM Deposit Agreement and Disclosure Statement (BOM Deposit Agreement) applies to account transactions performed using your Mobile Card for Mobile Payment Services. These agreements may be amended from time to time.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE CREATING, ACTIVATING OR USING YOUR MOBILE CARD, BECAUSE BY DOING SO, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS OF USE.

IF YOU DO NOT WANT TO AGREE TO THESE TERMS OF USE, YOU MUST NOT CREATE, ACTIVATE OR USE A MOBILE CARD.

You are solely responsible for maintaining the confidentiality of your Device User ID, Device Password and any other means that you may from time to time have to access the application. If you share these credentials with any other person, they may be able to use your Mobile Card(s) and get access to your personal and payment information available through the Mobile Payment Services.

These Terms of Use govern your access to and use of your Mobile Card only as between BOM and you. Your device manufacturer, your wireless carrier, and other third party services or websites incorporated in the Mobile Payment Services may have their own terms and conditions and privacy policies (“Third Party Agreements”) and you are also subject to those Third Party Agreements when you give them your personal information, use their services or visit their respective websites.

While BOM does not currently charge any fee for creating or using your Mobile Card, you will be responsible for all fees that may be imposed by non-BOM parties in connection with your use (such as data usage or text messaging charges imposed on you by your wireless carrier) and be subject to any restrictions those third parties may impose.

### 1. ARBITRATION

Each BOM Deposit Agreement contains a Resolving Disputes provision, with a provision regarding binding arbitration that affects your rights with respect to your use of your Mobile Card. That arbitration provision applies as well to any disputes between you and us arising from these Terms of Use or your creation, access to or use of any of your Mobile Cards within the Mobile Payment Services environment. By using any Mobile Card, you agree to be subject to and comply with the terms of these Terms of Use and the BOM Deposit Agreement for your VISA® Debit Card(s).

### 2. USE OF YOUR MOBILE CARDS

Mobile Wallets enable you to create virtual representations of your VISA® Debit Cards on your Supported Device that will permit you to use your Supported Device to make (i) contactless payments at merchants' contactless-enabled point-of-sale terminals or readers that accept contactless payments using a Mobile

Card (in lieu of you presenting your physical VISA® Debit Card) and (ii) in-app or other digital commerce payments at merchants participating in Mobile Payment Services. You agree to use the Mobile Card only with a Supported Device properly equipped with Mobile Wallets and to comply with all terms and conditions applicable to the Mobile Payment Services agreement for your device. You should know that not all Supported Devices permit both contactless and in-app payments. Please contact your device manufacturer if you have questions about the Supported Devices that can be used with Mobile Payment Services.

When you select a Mobile Card to use Mobile Payment Services, certain account information for the VISA® Debit Card will be transmitted to and stored within your Supported Device to facilitate your participation in Mobile Payment Services. Once the account information for a VISA® Debit Card has been stored on your Supported Device, it is represented by a Mobile Card. By selecting a Mobile Card and placing your Supported Device near a merchant's contactless-enabled point-of-sale terminal or reader or using that Mobile Card for an in-app purchase, you are authorizing the payment for the merchant's products or services with that Mobile Card through the Mobile Payment Services. To complete transactions above a certain dollar amount, merchants may require presentation of a physical companion card or a government-issued form of identification for inspection to authenticate your identity.

Mobile Wallets also provide you access to information related to the Mobile Cards that have been added to your Supported Device. Depending on your Supported Device, this may include information about Card cancellation or suspension due to issues such as an expired card, detection of fraud or past due payments. See "Suspension; Cancellation" below for more details.

Purchases or other transactions you make with your Mobile Card are governed by the BOM Deposit Agreement for the BOM VISA® Debit Card you used to create your Mobile Card. If a problem arises with the product or service you purchased through use of the Mobile Card, you first should try to resolve the problem directly with the merchant, but you may also have rights under your BOM Deposit Agreement or otherwise under applicable law.

### 3. ELIGIBILITY

You must have the power, authority and capacity to accept these Terms of Use. If you are a minor under the laws of the jurisdiction in which you enter into this agreement (under 18 in most States), you must have provided the consent of the Cardholder to add the VISA® Debit Card to Mobile Wallet and, by creating or using the Mobile Card, you acknowledge and agree that you have received that consent.

### 4. THIRD PARTY AGREEMENTS AND SUPPORT

These Terms of Use only address the terms and conditions that apply to your use of your Mobile Card(s). Your device manufacturer, your wireless carrier, and other third party websites or services integrated in the Mobile Payment Services have their own Third Party Agreements and you are subject to those Third Party Agreements when you give them your personal information, use their services or visit their respective sites. BOM is not responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or function of your device manufacturer's or any third party's products or services.

It is your responsibility to read and understand the Third Party Agreements before creating, activating or using a Mobile Card for Mobile Payment Services. We are not responsible for, and do not provide, any support or assistance for any third party hardware, software or other products or services. If you have any questions or issues with a third party product or service, including issues pertaining to the operation of your Supported Device, please contact the appropriate third party in accordance with that third party's procedures for customer support and assistance. If you have any questions or issues pertaining to Mobile Wallets (other than questions or issues specific to the use of a VISA® Debit Card), please contact the respective device manufacturer.

### 5. CHARGES

We do not currently charge a fee for using your Mobile Card. However, you understand that Third Party

Agreements may contemplate fees, limitations and restrictions which might affect your use of any of your Mobile Card(s) (such as data usage or text messaging charges imposed on you by your wireless carrier). You agree to be solely responsible for all such fees and agree to comply with such limitations and restrictions.

## 6. PRIVACY AND SECURITY

### What BOM Collects

When creating your Mobile Card, we collect certain information from your device to verify your identity, to enable you to use a Mobile Card and facilitate your participation in Mobile Payment Services. You authorize BOM to collect, use and share your information in accordance with the applicable BOM privacy policy as may be amended from time to time, and which is available at <https://www.bankofmarin.com/about-us/privacy-and-security/privacy-policy>.

To facilitate your participation, also note that we will make certain account information relating to each VISA® Debit Card you have selected to use with your Mobile Payment Services available for display, but not your full VISA® Debit Card account number. You agree that we may also collect and use technical data and related information, including, but not limited to technical information about your Supported Device gathered periodically to facilitate the updates to our services. We may use this information as long as it is in a form that does not personally identify you, to improve our products or to provide services or technologies to you.

### What Others Collect

As stated at the beginning of these Terms of Use and in the Third Party Agreements and Support section above, BOM is not responsible for the Mobile Payment Services or any other services offered by your wireless carrier or any third party. Accordingly, any information you provide to your device manufacturer or that is collected or accessed by the device manufacturer in the course of your use of a Mobile Wallet is subject to Third Party Agreements, and is not governed by our Privacy Statement or these Terms of Use.

### Supported Devices with same Cloud Account

If you add a Mobile Card to one of your Supported Devices and have other Supported Devices sharing the same Cloud account ("Other Supported Devices"), your device manufacturer may collect and use information related to your Mobile Card, permit that Mobile Card to be added to Other Supported Devices and display on those Other Supported Devices the last 5 digits of the associated VISA® Debit Card and potentially other information.

In addition, if you delete a Mobile Card from one of your Supported Devices, your device manufacturer may continue to permit for a short period of time that Mobile Card to be added on all of your Supported Devices that share the same Cloud Account and display the last 5 numbers of the associated VISA® Debit Card.

In each of these instances, your Mobile Card will not be added to any of your Other Supported Devices unless you verify that Mobile Card with us on that device.

### Lost, Stolen or Unauthorized Use of your Supported Device

Call the service provider immediately if you believe your Supported Device or your credentials have been lost or stolen or someone has used or may use your Supported Device or your credentials without your authorization. Also change your credentials immediately to avoid any unauthorized use of a Mobile Card or of your personal information. If you get a new Supported Device, please be sure to delete all your Mobile Cards and other personal information from your prior Supported Device.

You must cooperate with us in any investigation and use any fraud prevention or other related measures we prescribe.

Mobile Payment Services and your Supported Device may contemplate certain security features and procedures to protect against unauthorized use of any of your Mobile Card(s). These features and procedures are the sole responsibility of your device manufacturer. You agree not to disable any of these security features and to use these security features and procedures to safeguard all your Mobile Cards.

#### Protecting your Device Passwords and other Credentials

You are responsible for maintaining the confidentiality of your BOM user ID, Device User ID, Device Password and other means you may from time to time have to access any of your Mobile Cards. You should keep your Supported Device and these credentials secure in the same manner as you would keep your cash, checks, credit cards, and other personal identification numbers and passwords secure. Subject to the BOM Deposit Agreement governing the use of the VISA® Debit Card you use to create your Mobile Card, you are responsible for all transactions made using your Mobile Card.

You are solely responsible for maintaining the confidentiality of your Device User ID, Device passwords and any other means that you may from time to time have to access the application. If you share these credentials with any other person, they may be able to use your Mobile Card(s) and get access to your personal and payment information available through the Device Mobile Payment Services. Call us immediately at the BOM telephone number printed on the back of your BOM VISA® Debit Card if you believe your Supported Device or authentication credentials have been lost, stolen or compromised in any way or an unauthorized person has used or may use your credentials without authorization.

#### 7. SUSPENSION; CANCELLATION

We reserve the right for any reason to discontinue offering or supporting any Mobile Wallet or to not participate in any Mobile Payment Services. Except as otherwise required by applicable law, we may block, restrict, suspend or terminate your use of any Mobile Card at any time without notice and for any reason, including if you violate these Terms of Use or any of your BOM Deposit Agreement, if we suspect fraudulent activity or as a result of the cancellation or suspension of your Mobile Card account. You agree that we will not be liable to you or any third party for any block, suspension, cancellation or termination of your use of any Mobile Card.

You may remove one or more of your Mobile Cards from Mobile Wallets at any time.

#### 8. DISCLAIMER OF WARRANTIES

You expressly acknowledge and agree that the use of any mobile card is at your sole risk. To the fullest extent permitted by applicable law, any mobile card is provided to you "as is" and "as available", with all defects that may exist from time to time and without warranty of any kind, and bom on behalf of itself and its suppliers, hereby disclaims all warranties and conditions with respect to any mobile card, either express, implied or statutory, including, but not limited to, the implied warranties or conditions of merchantability, satisfactory quality, fitness for a particular purpose, accuracy, quiet enjoyment, and non-infringement of third party rights. We, on behalf of ourselves and our suppliers, also do not warrant against interference with your enjoyment of any mobile card, or that the functions contained in, or services performed or provided by, a mobile card will meet your requirements, that the operation or availability of a mobile card will be uninterrupted or error-free, or that defects in a mobile card will be corrected. No oral or written information or advice given by bom, any of its authorized representatives or any third party shall create any warranty.

Access, use and maintenance of a mobile card depend on the mobile payment services and the networks of wireless carriers. Bom does not operate the device manufacturer's payment services or such networks and has no control over their operations. We will not be liable to you for any circumstances that interrupt, prevent or otherwise affect the functioning of any mobile card, such as unavailability of the payment

services or your wireless service, communications, network delays, limitations on wireless coverage, system outages, or interruption of a wireless connection. Bom disclaims any responsibility for the mobile payment services or any wireless service used to access, use or maintain a mobile card.

Use of a mobile card involves the electronic transmission of personal information through third party connections. Because we do not operate or control these connections, we cannot guarantee the privacy or security of these data transmissions. Additionally, your supported device's browser is generally pre-configured by your wireless carrier. Check with your device manufacturer and your wireless carrier for information about their privacy and security practices. For personal or confidential information sent to or from BOM over the internet from your supported device, we reserve the right to limit such connections to "secure sessions" that have been established using transportation layer security or other security standards we select.

We make no guarantees about the information shown in the mobile payment services. We also are not responsible for your supported device or the software or hardware it contains and make no representations, warranties, or guarantees regarding the same.

This Section shall survive any termination of these Terms of Use.

#### 9. LIMITATION OF LIABILITY

Except as otherwise provided by law, in no event shall bom, its direct or indirect subsidiaries, affiliates, agents, employees or representatives be liable for death, personal injury, property damage, or any incidental, special, indirect, punitive, exemplary or consequential damages whatsoever, including, without limitation, damages for loss of profits, loss of or damage to data, business interruption or any other commercial or financial damages, lost revenues, or other losses of any kind, arising out of these terms of use or in any way related to your use or inability to use any mobile card, however caused, regardless of the theory of liability (contract, tort or otherwise) and even if we have been advised of the possibility of such damages. The foregoing limitations will apply even if the above stated remedy fails of its essential purpose.

Nothing in these terms of use shall operate so as to exclude or limit our or our suppliers' liability for any liability which cannot be excluded or limited by applicable law. Federal law and the laws of certain States or other jurisdictions may not allow the exclusion or limitation of certain damages. If these laws apply, some or all of the above exclusions or limitations may not apply to you, and you may have rights in addition to those contained in these Terms of Use. This Section shall survive any termination of these Terms of Use.

#### 10. MISCELLANEOUS

Your access to and use of a Mobile Card is subject to all applicable international, federal, state and local laws and regulations. We reserve the right to seek all remedies available at law and in equity for violations of these Terms of Use. These Terms of Use (including all agreements and policies referenced in these Terms of Use, which are not modified or superseded by these Terms of Use) set forth the entire understanding and agreement between you and us, whether written or oral, with respect to the subject matter hereof and supersede any prior or contemporaneous understandings or agreements with respect to such subject matter. If any part of these Terms of Use are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms of Use shall continue in effect. Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. The Section titles in these Terms of Use are for convenience only and have no legal or contractual effect. We may assign these Terms of Use, in whole or in part, at any time with or without notice to you. You may not assign these Terms of Use, or any part of it, to any other party. Any attempt by you to do so is void. These Terms of Use shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. There are no third-party beneficiaries to these Terms of Use. If a dispute relates or arises from the subject

matter of these Terms of Use and relates to any Mobile Card, such dispute will be governed by the arbitration provision in the BOM Deposit Agreement applicable to the most recent Mobile Card you have created in your Mobile Wallet. The terms of this Section will survive termination of these Terms of Use, together with any other terms which by their nature the parties contemplate should survive.

#### 11. CHANGES TO THESE TERMS OF USE

We reserve the right to revise these Terms of Use at any time and you are deemed to be aware of and bound by any changes to these Terms of Use by your continued access to or use of any Mobile Card. We will indicate that changes to these Terms of Use have been made by updating the date indicated after "Last Modified:" at the beginning of these Terms of Use. You will also be able to view the revised Terms of Use on your Supported Device by accessing any of your BOM Mobile Cards. If you do not accept any revisions made to these Terms of Use, your sole and exclusive remedy is to cancel your use of and delete all Mobile Card(s).

#### 12. COMMUNICATION

As a condition to activating and using Mobile Cards, you consent to receive certain messages on your Supported Device (i.e., SMS, MMS) from us. You also agree to receive notices and other communications from us by phone call or e-mail to the e-mail address on file for the relevant VISA® Debit Card account, posting within your online account, or through the messaging capabilities of Mobile Wallets.

#### 13. INDEMNIFICATION

You shall indemnify and hold BOM, its licensors, sponsors, agencies and its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (i) your use of any Mobile Card and the Mobile Payment Services or (ii) any breach of the terms and conditions set forth in these Terms of Use by you, or other users of the Mobile Payment Services using your Mobile Card or credentials. You must use your best efforts to cooperate with us in the prosecution or defense of any such claim. We have to employ counsel of our choice to defend and control of any such matter subject to indemnification by you. You have the right, at your own expense, to employ separate counsel to participate in such matter on a non-controlling basis.