

# DIGITAL WALLET TERMS OF USE

## 1. Introduction

These Digital Wallet Terms of Use (the “Terms”) apply when you enroll your First Citizens Bank Visa® credit card or debit card (individually and collectively, the “Card”) with your digital wallet provider and use the digital wallet to make purchases on your Card account. In these Terms, the words “you” and “your” refer to the cardholder of the Card and any authorized users who have added a Card to a digital wallet. The terms “First Citizens Bank,” “we,” “us” and “our” refer to First-Citizens Bank & Trust Company. By enrolling your Card in a digital wallet, you agree to abide by these Terms. Please read the Terms carefully and keep a copy for your records.

## 2. Adding Your Card to a Digital Wallet

You may add your eligible Card to a digital wallet by following the digital wallet provider’s instructions. Your Card may not be eligible for enrollment if your underlying account is not in good standing. We may also limit the types and number of Cards you may enroll with your digital wallet provider at any time, and we may also ask you to participate in an identification and verification process for token assurance in connection with your enrollment. Enrollment and use of your Card with a digital wallet provider will allow you to use your Card to enter into transactions where a digital wallet is accepted. To remove a card from your Digital Wallet, contact the Digital Wallet provider.

## 3. Your Other Account Agreements That Govern Your Card Do Not Change

In addition to these Terms, your underlying Card account continues to be subject to the terms and conditions of any other account agreement between you and First Citizens Bank that govern your Card. These other account agreements include, but are not limited to, the First Citizens Bank Deposit Account Agreement (for debit cards) and the First Citizens Bank Credit Card Cardholder Agreements (for credit cards). The terms and conditions of these agreements do not change when you add your Card to a digital wallet. The digital wallet simply provides another way for you to use your Card to make purchases.

## 4. Fees

We do not charge you any additional fees for adding your Card to a digital wallet or using your Card through a digital wallet. However, your device provider, digital wallet provider, and/or any other third parties such as wireless carriers or data service providers may charge you fees for using a digital wallet to access your Card account.

## 5. Responsibility for the Digital Wallet

We are not the provider of a digital wallet, and we are not responsible for providing a digital wallet service to you. We are only responsible for supplying information securely to your digital wallet provider to allow usage of your Card in the digital wallet. We are not responsible for the performance or non-performance of a digital wallet or any third parties regarding any agreement you enter into with a digital wallet provider or related third-party relationships that may impact your use of a digital wallet.

## 6. Disclaimer of Warranties

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF YOUR CARD THROUGH A DIGITAL WALLET IS AT YOUR SOLE RISK. ACCESS, USE AND MAINTENANCE OF A DIGITAL WALLET DEPENDS ON THE DIGITAL WALLET PROVIDER'S SERVICES AND THE NETWORKS OF WIRELESS CARRIERS. FIRST CITIZENS BANK DOES NOT OPERATE ANY DIGITAL WALLET 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 A DIGITAL WALLET, SUCH AS UNAVAILABILITY OF YOUR DIGITAL WALLET PROVIDER'S PAYMENTS SERVICES OR YOUR WIRELESS SERVICE, COMMUNICATIONS, NETWORK DELAYS, LIMITATIONS OF WIRELESS COVERAGE, SYSTEM OUTAGES, OR INTERRUPTION OF A WIRELESS CONNECTION. FIRST CITIZENS BANK IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR DEVICE OR LOSS OF DATA THAT RESULTS FROM ENROLLING YOUR CARD IN A DIGITAL WALLET, OR FOR ANY FAILURE TO PERFORM ITS OBLIGATIONS UNDER THESE TERMS DUE TO THE OCCURRENCE OF AN EVENT BEYOND OUR CONTROL (INCLUDING WITHOUT LIMITATION FIRE, FLOOD, POWER OUTAGE, ACTS OF GOD, GOVERNMENT OR CIVIL AUTHORITY, CIVIL OR LABOR DISTURBANCE, WAR, RIOTS, OR THE FAILURE OF OUR SERVICE PROVIDERS TO PERFORM).

## 7. Your Privacy and Security

Your privacy and the security of your confidential information are important to us. The terms of our Privacy Notice (available online at <https://www.firstcitizens.com/privacy-security>) applies to your use of your Card in a digital wallet. However, use of a digital wallet involves the electronic transmission of personal information through third party connections, and because we do not operate or control these connections we cannot guarantee the privacy and security of

these data transmissions. You agree that we may share your information with third parties such as Visa, Inc. and your digital wallet provider in order to provide the digital wallet service you have requested. We do not control the privacy and security of any of your information that may be held by your digital wallet provider. You are responsible for maintaining the confidentiality of any of your credentials or any other means you may use to access your digital wallet. Consult your Wallet Provider's privacy policy for details on how they use your data.

## 8. Amendment, Termination or Suspension of Service

We may in our sole discretion change these Terms, and modify, terminate or suspend your Card's access to a digital wallet. We will provide notice to you only if required by law. When we make changes to the Terms, we update the Terms on [firstcitizens.com](http://firstcitizens.com) on or before the effective date of any such changes to the Terms unless (i) an immediate change is necessary to maintain security or to prevent fraud; or (ii) a legal or regulatory requirement requires immediate change; in which event the Terms will be updated within a commercially reasonable period of time. Your enrollment and continued use of your Card in a digital wallet indicates your agreement with any changes. You may suspend your responsibilities under these Terms at any time by removing your Card from the digital wallet in which you have enrolled. Notwithstanding the preceding paragraph, no termination of your participation in this service or any part thereof will affect your liability or obligations accruing prior to termination of any provisions of the Terms that, by their nature or by express provision, are intended to survive termination. Each time you use or allow others to use your Card, you confirm your continuing agreement to abide and be bound by the Terms as in effect at that time.

## 9. Indemnification

You shall indemnify and hold First Citizens Bank, its holding company, affiliates, subsidiaries, shareholders, directors, officers, employees, agents, licensors and service providers, harmless from and against any and all third party claims, demands, liability, damages, expenses and costs (including reasonable attorneys' fees) due to or arising out of any breach of these Terms or any use of your Card through a digital wallet, whether that breach or use be committed or initiated by you, your authorized users or any other person using your digital wallet or credentials. You must use your best efforts to cooperate with us in the prosecution or defense of any such claim. We may employ counsel of our choice to defend and control any such matter subject to indemnification by you. You have the right, at your expense, to employ separate counsel to participate in such matter on a non-controlling basis.

## 10. Notices

As a condition to enrolling your Card account in a digital wallet, you consent to receive messages on your device from us as a means to relay important account information or information about the use of your Card in a digital wallet. You also agree to receive notices and other communications from us by email to the email address on file for the relevant Card account. You agree to update your contact information with us when it changes.

## 11. Questions and Disputes

If you have any questions concerning your digital wallet, please contact your digital wallet provider. For questions or disputes concerning your Card account, please call the First Citizens Bank Customer Care Center at 1.888.323.4732. Disputes arising out of or relating to these Terms will be subject to the dispute resolution procedures outlined in your underlying account agreements.

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