# **Digital Wallet Terms and Conditions**

Please read these Digital Wallet Terms and Conditions ("Terms") which apply when you choose to add your 1st Source Bank payment card ("Card") to a digital wallet, such as Apple Pay ("Wallet").

These Terms state the terms and conditions on which 1st Source Bank will provide, and you may use, the Digital Wallet Service ("Service") and form part of a legally binding agreement between you and Bank that also includes the 1st Source Corporation Website Terms of Use Agreement, Electronic Banking Authorization & Disclosure, the applicable Agreement for Deposit Accounts, Electronic Funds Transfer Notice of Disclosure, and all related disclosures, which you can review, download and print at www.1stsource.com/Disclosures. As used in these Terms, the words "you" and "your" refer to you, or in the case of a business account, the business entity in the name of which the account is titled, as the user of the Service; the words "Bank," "we," "us," "our" refer to 1st Source Bank and its directors, officers, employees, contractors, service providers, agents or licensees.

By adding a Card to the Wallet or clicking on the "Agree" button, you accept the Terms. If you do not agree to all of the Terms, do not accept the Terms, and you will not be entitled to use the Service.

# Adding a Card

You can add an eligible Card to the Wallet by following the instructions of the Wallet provider. Only Cards that we indicate are eligible can be added to the Wallet. If your Card or the account tied to your Card is not in good standing, that Card will not be eligible to enroll in the Wallet. When you add a Card to the Wallet, the Wallet allows you to use the Card to enter into transactions where the Wallet is accepted. The Wallet may not be accepted at all places where your Card is accepted.

# Your Card, Account, and Online Banking Terms Do Not Change

The terms, agreements, and disclosures that govern your Card, the account tied to the Card, and use of Online Banking continue to apply when you add your Card to the Wallet. The Wallet simply provides another way for you to make purchases with the Card. Any applicable fees and charges that apply to your Card will also apply when you use the Wallet to access your Card. Bank does not charge you any additional fees for adding your Card to the Wallet or using your Card in the Wallet. The Wallet provider and other third parties such as wireless companies or data service providers may charge you fees.

# Bank Is Not Responsible for the Wallet

Bank is not the provider of the Wallet, and we are 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 the 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.

# Limits

Any limits we place on the frequency or dollar amount of your Card transactions will also apply to Wallet transactions. We can also block a Card in the Wallet from purchases at any time.

### Ending or Changing these Terms; Assignments

We can terminate the Wallet Service and these Terms at any time. We can also change these Terms at any time. We will provide notice if required by law. We can 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.

# Removing Your Card from the Wallet

You should contact the Wallet provider on how to remove a Card from the Wallet.

### Consumer Privacy

Your privacy and the security of your information are important to us. Bank's Privacy Notice (available at <u>1stsource.com/disclosures/PrivacyNotice 5-23</u>) applies to your use of your 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 Service, to make information available to you about your Card transactions, and to improve our ability to offer this Service. This information helps us to add your 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 or third parties and that is governed by the privacy policy given to you by the Wallet provider or third parties.

#### Notices

We can provide notice to you regarding these Terms and the use of your Card in the Wallet by posting the material on our website, through email at any email address you provide to us in connection with any Bank account, by phone at any number you provide to us, or by contacting you at the current address we have on file for you. You agree to update your contact information with us when it changes.

#### Questions

If you have questions about the Wallet, contact the Wallet provider using information given to you by the provider. If you have questions about your Card or the account tied to your Card, email us at <u>1stsource@1stsource.com</u> or phone us at 574-235-2000 or 800-513-2360.