



Pinnacle Bank Terms and Conditions for adding your Pinnacle Bank Debit Card to a Mobile Wallet

These terms and conditions (the “Terms”) for attaching your Pinnacle Bank debit card virtually to a digital storage system (“Mobile Wallet”) apply when you choose to add a Pinnacle Bank Debit Card to a Mobile Wallet. In these Terms, you, your, and Customer refer to any person that seeks to add a Pinnacle Bank Debit Card to any Mobile Wallet, and we, us, our, and Pinnacle Bank refer to the issuer of your Pinnacle Bank Debit Card. When you add a Pinnacle Bank Debit Card to the Mobile Wallet, you agree to these Terms.

1. Adding your Pinnacle Bank Debit Card.

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

2. Your Pinnacle Bank Debit Card Terms Do Not Change.

The terms and account agreement that govern your Pinnacle Bank Debit Card do not change when you add your Pinnacle Bank Debit Card to the Mobile Wallet. The Mobile Wallet simply provides another way for you to make purchases with the Pinnacle Bank Debit Card.

3. Fees and Charges.

Any applicable interest, fees, and charges that apply to your Pinnacle Bank Debit Card will also apply when you use the Mobile Wallet to access your Pinnacle Bank Debit Card. Pinnacle Bank does not charge you any additional fees for adding your Pinnacle Bank Debit Card to the Mobile Wallet or using your Pinnacle Bank Debit Card in the Mobile Wallet. The Mobile Wallet provider and other third parties such as wireless companies or data service providers may charge you fees.

4. Pinnacle Bank is Not Responsible for the Mobile Wallet.

Pinnacle Bank is not the provider of the Mobile Wallet, and we are not responsible for providing the Mobile Wallet service to you. We are only responsible for supplying information securely to the Mobile Wallet provider to allow usage of Pinnacle Bank Debit Card in the Mobile Wallet. We are not responsible for any failure of the Mobile 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 Mobile Wallet provider or associated third party relationships that may impact your use of the Mobile Wallet. You acknowledge that you have read and accepted the terms and conditions of the Mobile Wallet by requesting that your Pinnacle Bank Debit Card be added to the Mobile Wallet.

5. Interruption of Services.

Pinnacle Bank will have no liability to Customer if Customer is not able to use the Service or complete any transaction if: (1) Customer does not have enough money in Customers Account; (2) Banks communications systems or computer system are not working properly or is undergoing repair or maintenance; (3) the failure is the result of any act or omission of any Device provider or any software or service provided by any third party or any other party to the transaction; or (4) circumstances beyond Pinnacle Bank's control (for example, fire, flood, loss of power, or interruption of communication systems) prevent the completion of the transaction. Pinnacle Bank may contract with third parties to provide certain services to Customer and Pinnacle Bank will have no liability of any kind to Customer with respect to any acts or omissions of such parties. Pinnacle Bank has no liability of any kind or nature arising from any defect in any Device or resulting from any virus, cookies, spyware or similar problems which may affect or result from Customers use of the Device or the Services. Customer agrees to all terms of use and license agreements applicable to any equipment, devices, applications or services used by Customer in using the Services.

6. Removing Your Pinnacle Bank Debit Card from the Mobile Wallet.

You should contact the Mobile Wallet provider on how to remove a Pinnacle Bank Debit Card from the Mobile Wallet. We may also block a Pinnacle Bank Debit Card in the Mobile Wallet from purchases at any time.

7. 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 Pinnacle Bank Debit Card is covered. Disputes arising out of or relating to these Terms will be subject to any dispute resolution procedures in your Pinnacle Bank Debit Card agreement.

8. Changing or Terminating Terms.

We may terminate, change, add or delete these Terms at any time. We will provide notice if required by law. You can terminate these Terms at any time by removing all Pinnacle Bank Debit Cards from the Mobile Wallet. These terms may only be assigned by Pinnacle Bank.

9. Privacy.

Your privacy is important to us. The Consumer Privacy Notice (available online at www.pinnaclebankaz.com) applies to your use of your Pinnacle Bank Debit Card in the Mobile Wallet. You agree that we may share your information with the Mobile Wallet provider, a payment network, and others in order provide the services you have requested, to make information available to you about your Pinnacle Bank Debit Card transactions, and to improve our ability to offer these services. This information is used to add your Pinnacle Bank Debit Card to the Mobile Wallet and to maintain the Mobile Wallet. We do not monitor and control privacy and security held by your Mobile Wallet provider.

10. Notices.

We may provide notices to you concerning these Terms and your use of a Pinnacle Bank Debit Card in the Mobile Wallet via electronic means (e.g. Online banking, mobile banking or email) or through electronic notice given to you by the provider. For questions, disputes, or complaints about your Pinnacle Bank Debit Card, contact us by email at contactus@pinnaclebanaz.com or by phone at 602-609-0055 during business hours.

11. Limits on Pinnacle Bank Liability.

Except as may otherwise be specifically provided in these Terms or Conditions or any Supplemental Agreement: (a) neither Pinnacle Bank, nor any of Pinnacle Bank's officers, directors, employees or agents (Bank Representatives), will be responsible for any loss of Customers funds or property except as a result of an intentional act or gross negligence of Pinnacle Bank or a Pinnacle Bank Representative; (b) Customer agrees that the amount of actual damages relating to a breach of Pinnacle Bank's obligations with respect to a Service is difficult to ascertain and that unless otherwise specifically provided herein or in a Supplemental Agreement, any liability of Pinnacle Bank shall not be greater than the fees actually paid by the Customer or the amount of fees for the applicable Service that were paid by the Customer for the six month period immediately preceding the act or omission for which Pinnacle Bank or Pinnacle Bank Representative is liable; (c) neither Pinnacle Bank nor any Pinnacle Bank Representative shall be liable for any indirect, special, incidental, punitive or consequential damages, and (d) Customer will be solely responsible for any losses or damages caused by any inaccurate or incomplete information provided by the Customer.

12. Security.

Storing account numbers, passwords or codes on any Device, using any account numbers, passwords or codes in any verbal communications, or using any Device in a public place such as an airport, hotel, concert, or sports facility, may result in interception and misuse of that information by a third party. Pinnacle Bank cannot prevent interception by third parties of any communications made by a Device. Pinnacle Bank has no responsibility for any losses resulting from information that a third party may obtain by intercepting communications made through a Device or by accessing data that Customer may store on a Device.

Customer may be assigned security codes, procedures, or passwords to be used when Customer uses Services. Any such codes, procedures or passwords are called Security Devices. THE BANK MAKES NO REPRESENTATIONS OR WARRANTIES AS TO MERCHANTABILITY, OR THAT THE SECURITY DEVICES ARE FIT FOR A PARTICULAR PURPOSE OR ARE SUFFICIENT TO PROTECT THE CUSTOMER AGAINST UNAUTHORIZED ACCESS TO THE CUSTOMERS ACCOUNTS OR COMPUTER SYSTEMS. THE CUSTOMER ACKNOWLEDGES THAT THE SECURITY DEVICES MAY NOT BE THE MOST SOPHISTICATED OR ADVANCED DEVICES AVAILABLE AND THAT THE BANK HAS NO OBLIGATION EXCEPT TO OFFER REASONABLE SECURITY DEVICES TO THE CUSTOMER. THE CUSTOMER SHOULD OBTAIN INDEPENDENT ADVICE ON THE SECURITY OF CUSTOMERS COMPUTER SYSTEMS AND WHETHER THE SECURITY DEVICES PROVIDE SUFFICIENT PROTECTION TO THE CUSTOMER AND ITS ACCOUNTS AND COMPUTER SYSTEMS. Customer agrees to look solely to the third party provider or manufacturer of any Security Device with respect to any defect in a Security Device. The Customer must use the Security Devices that are designated or required for a Service. Customer is solely responsible for all transactions that are made using Customers computer or other access devices, or which are made using any of Customers Security Devices, or which are made without Pinnacle Bank's actual knowledge that such transactions are unauthorized. Without

limiting anything else contained herein, Customer is solely liable for any losses, damages or unauthorized access to Customers Accounts if Customer accesses Services by public WiFi or other public access services. Customer is solely responsible for installing in Customers computers and Device systems such procedures, codes, firewalls and other security devices as are necessary to prevent the unauthorized use of Customers computers, access devices, Security Devices or Accounts. Pinnacle Bank reserves the right to block access to the Services if Pinnacle Bank has actual knowledge that any Security Device has been compromised or misappropriated, provided that Pinnacle Bank has no obligation of any kind to investigate or discover any such compromise or misappropriation and Pinnacle Bank shall have no liability to the Customer for Pinnacle Bank's failure to discover any such compromise or misappropriation. The Customer must immediately notify Pinnacle Bank in writing delivered by certified mail or by a nationally recognized courier service or by e-mail if Customer has authorized any person to use any of Customers Device or Security Devices and if Customer wishes to terminate such persons authority to use the Device or Security Device, or if Customer knows or believes that any of Customers Devices or Security Devices have been lost, stolen or otherwise compromised, or if Customer has reason to believe that any person is accessing Customers Accounts without authority. Pinnacle Bank will have no liability for any unauthorized transactions that occur within two Banking Days after actual receipt of such written notice by the Bank.

13. Indemnification.

The Customer will indemnify Pinnacle Bank against all costs and expenses incurred by Pinnacle Bank (including attorney fees) arising out of any acts or omissions caused by Customer or any representative of Customer.

14. Miscellaneous Terms.

If any part of these Terms and Conditions or any Supplemental Agreement is found to be illegal or unenforceable, then the remainder of such agreement shall be interpreted to give effect to the general intention of such agreement. All rights and remedies of Pinnacle Bank, and any limitations on the liability of Pinnacle Bank, contained in these Terms and Conditions or any Supplemental Agreement shall survive the termination of such agreement. These Terms and Conditions and any Supplemental Agreement will be for the benefit of and shall be binding on the permitted successors and assigns of the Customer and Pinnacle Bank. Pinnacle Bank reserves the right to waive the enforcement of any of the terms and conditions set forth herein with respect to any transaction or series of transactions. Any such waiver will not affect the Banks right to enforce any of its rights with respect to other customers or to enforce any of its rights with respect to later transactions with Customer and is not sufficient to modify the terms and conditions set forth herein. Paragraph headers herein are not part of the Terms and Conditions.