

Newtown Savings Bank Debit Card Mobile Wallet Terms and Conditions

These Terms and Conditions (“Terms and Conditions”) are a legal agreement between you (cardholder of a Newtown Savings Bank Debit Card or “Card” and authorized users of consumer or business debit cards linked to eligible accounts) and Newtown Savings Bank (referred to as “the Bank”, “we”, “us”, and “our”) that governs your access to and use of your eligible Card through Apple Pay, Google Pay or Samsung Pay (each a “Mobile Wallet”, “Wallet” or “Wallet Provider”).

These Terms and Conditions are made available to you at any time via your Mobile Wallet. By selecting the check box entitled “I have read, and I understand and agree to the Newtown Savings Bank Debit Card Mobile Wallet Terms and Conditions,” you are providing your express consent that you agree to all terms, conditions, notices contained or referenced and consent to receiving these Terms and Conditions electronically.

MOBILE WALLETS:

A Mobile Wallet allows you to add your Card(s) to an application using your Mobile Device for the purposes of purchasing goods and services or for other transactions. You understand that you may use your mobile device to make payments only where the Wallet is accepted which may include merchants’ physical locations, e-commerce locations, and in-app purchases. The Bank is NOT a provider of the Wallet and is NOT responsible for the use or function of the Wallet. Instead, each Wallet Provider is solely responsible for its use and function. You should contact the Wallet Provider’s customer service if you have questions concerning how to use the Wallet or for problems with the Wallet. We are not responsible for any failure or inability to perform a transaction using the Wallet. We are only responsible for supplying information securely to the Wallet Provider to allow usage of your Card in the Wallet. We are not responsible for any loss, injury or inconvenience you suffer as a result of a merchant refusing to accept the Wallet. All the features and functionality within a Mobile Wallet may not be available for every Card that you add to the Wallet.

You understand that your use of the Wallet will also be subject to agreements or Terms of Service with the Wallet Provider or other third parties such as wireless companies or data service providers. The Bank does not charge you any additional fees for adding your Card to the Wallet or using the Wallet to pay for a transaction using your Card. However, third parties such as wireless companies or data service providers may charge you fees for using the Wallet and you are responsible for any such wireless carrier data or usage fees incurred.

To add your Card to a Mobile Wallet, you must register your Card with that Wallet by linking (“provisioning”) your Card. The Bank will share your Card information with the Wallet Provider to provision your Card into the Mobile Wallet. You will be required to complete this provisioning process for each Wallet that you use. You may be required to take additional steps to authenticate yourself before your Card is added to a Mobile Wallet, including providing additional identifying information. Once added, your Card number is replaced with a unique digital number (or “token”), different from your physical card number, that permits you to make purchases.

ELIGIBILITY:

We will determine, in our sole discretion, which Cards are eligible for use through a Mobile Wallet. Further, your Card may be removed from the Wallet if the Card or any linked account is used or maintained in an unsafe manner as determined by us, including, if we believe that fraud or a breach of security has occurred. We reserve the right to refuse any Mobile Wallet transaction for any reason. We may take these actions at any time and for any reason, such as if we suspect fraud with your Card, if you have an overdue or negative balance on your account(s) with the Bank, or if applicable laws change.

CONTACTING YOU ELECTRONICALLY AND BY EMAIL:

You agree to receive electronic communications, including by mobile device (e.g. SMS or other text message) or email (each of the foregoing being an "electronic address"), from us, in connection with your Card and the Wallet. If we deliver communications to you using the electronic address we have on file, you will immediately be deemed to have received the communication even if, for example, our message is returned to us by an Internet service provider as undeliverable. In the event of a change of your electronic address, you agree that you will promptly provide us with your updated information. You may provide these updates via Online or Mobile Banking, by calling our Customer Service Center at 800.461.0672 or by visiting a branch. You may also contact us if you wish to withdraw your consent to receive these electronic communications but doing so will result in your inability to continue to use your Card in the Mobile Wallet.

RELATIONSHIP TO OTHER AGREEMENTS, SCHEDULES, AND DISCLOSURES:

Your use of the Mobile Wallet is governed by these Terms and Conditions as well as the agreements you already have with us for any Card linked to or account that may be accessed via the Mobile Wallet, including but not limited to our Consumer or Business Deposit Account Agreement, Funds Availability Disclosure, Consumer or Business Schedule of Charges and the Electronic Funds Transfer Disclosure and Agreement. You should review these agreements for any applicable fees, availability of deposits, the order in which items are paid, and other terms that may impact your use of a Mobile Wallet. In the event of a dispute arising under or relating in any way to these Terms and Conditions or to the use of services provided under this agreement, you and the Bank agree to resolve this dispute by looking first to these Terms and Conditions.

You agree to comply with all applicable laws, rules and regulations in connection with your Card.

PRIVACY AND SECURITY:

We are committed to respecting the privacy of your information and we will not share your information in a manner that is inconsistent with the Bank's Privacy Notice. Each Wallet Provider may use your information for different purposes, so please carefully review the portion of the Wallet Provider's agreement(s) and disclosure(s) relating to how it uses your information. You agree that we may exchange information about you with the Wallet Provider and the applicable card network to facilitate any purchase you initiate using the Wallet. We may also share your information to make information about your Card transactions available to you in the Wallet, or to assist the Wallet Provider in improving the Wallet. By adding your Card to the Wallet, you are changing your information use and sharing choices to allow all such sharing.

Once you have added your Card to a Wallet, the Bank is responsible for securely transmitting your information to the Wallet service provider. Your information is only sent through secure channels. 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 Card transactions, and to improve our ability to offer these services. We do not control the privacy and security of your information that may be held by the Wallet provider; that is governed by the privacy policy given to you by the Wallet provider.

You agree to take every precaution to ensure the safety, security and integrity of your Card and transactions when using a Mobile Wallet. You agree not to leave your mobile device unattended while logged into the Wallet and to log off immediately at the completion of each access by you. You agree to keep your user IDs, passwords and all other information required to make a purchase confidential and to not to provide that information to any other person. You should secure your mobile device the same as you would your cash, checks, credit or debit cards and other valuable information. We encourage you to password protect or lock your mobile device to help prevent an unauthorized person from using it. If you suspect fraud or that someone may have or has had unauthorized access to your mobile device, Card, or linked account(s) or your mobile device is lost or stolen, you agree to immediately cancel your access to the Wallet associated with the mobile device and provide us with immediate notice by calling our Customer Service Center at 800.461.0672, via a secure message using "Conversations" within our Online or Mobile Banking service or in-person at a branch.

You agree not to use your Card and the Wallet for illegal or fraudulent purposes, or any other purposes which are prohibited by the Wallet application license and these Terms and Conditions. You further agree to use your Card and the Wallet in accordance with applicable law and regulations.

DISCLOSURE OF ACCOUNT INFORMATION:

We disclose information to third parties about your linked account(s) or the transactions you make: (i) where it is necessary to complete transactions, investigate transaction errors or verify transactions (ii) where we have a third-party provide services on our behalf (iii) in accordance with your written permission (iv) pursuant to a court order or legal process (v) on receipt of certification from a federal agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978; or (vi) as otherwise required or permitted by these Terms and Conditions, or as otherwise permitted by law, such as to regulatory or consumer reporting agencies, or to protect against fraud.

CHANGES IN THESE TERMS AND CONDITIONS:

Except as otherwise required by law, the Bank may in its sole discretion change these Terms and Conditions and modify or cancel the eligibility to use your Card with a Mobile Wallet service at any time, without notice to you. You cannot change these Terms and Conditions, but you can terminate them by removing your Card(s) from the Wallet.

EXCLUSION OF WARRANTIES AND LIMITATION OF LIABILITY:

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF A MOBILE WALLET IS AT YOUR SOLE RISK. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WALLET IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND THE BANK IS NOT RESPONSIBLE FOR ANY

DAMAGE TO YOUR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE. THE BANK MAKES NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, OR RELIABILITY OF ANY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF A WALLET.

INDEMNITY:

You agree to comply with all laws, statutes, regulations and ordinances pertaining to your use of the Mobile Wallet, as well as all laws relating to the banking transactions contemplated hereunder. You acknowledge and agree that you are personally responsible for your conduct while using a Mobile Wallet and agree to indemnify and hold us and our officers, directors, employees and agents harmless from and against any loss, damage, liability, cost or expense of any kind (including, but not limited to, reasonable attorney's fees) that we may incur in connection with a third party claim or otherwise, in relation to your use of the Wallet or your violation of the Terms and Conditions or the rights of any third party (including, but not limited to, privacy rights). Your obligations under this paragraph shall survive termination of these Terms and Conditions.

ARBITRATION:

YOU HEREBY AGREE THAT ANY DISPUTE, CLAIM OR CONTROVERSY ARISING NOW OR IN THE FUTURE UNDER OR RELATING IN ANY WAY TO THIS AGREEMENT, REGARDLESS OF THE NATURE OF THE CAUSE(S) OF ACTION ASSERTED (INCLUDING CLAIMS FOR INJUNCTIVE, DECLARATORY, OR EQUITABLE RELIEF), SHALL BE RESOLVED BY FINAL AND BINDING ARBITRATION. CLAIMS SUBJECT TO ARBITRATION INCLUDE CLAIMS THAT ARE MADE AS COUNTERCLAIMS, CROSS CLAIMS, THIRD PARTY CLAIMS, INTERPLEADERS, OR OTHERWISE. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, AND YOU THEREFORE AGREE TO WAIVE ANY RIGHT THAT YOU OR WE MIGHT OTHERWISE HAVE HAD TO A JURY TRIAL OR THE OPPORTUNITY TO LITIGATE ANY CLAIMS IN COURT BEFORE EITHER A JUDGE OR JURY.

This binding arbitration provision applies to any and all claims that you have against us, our parent, subsidiaries, affiliates, successors, assigns, etc. and against all of their respective employees, agents, or assigns; it also includes any and all claims regarding the applicability of this arbitration clause or the validity of these Terms and Conditions, in whole or in part.

The party filing a claim(s) in arbitration must file its claim(s) before the American Arbitration Association under the rules of such arbitration administrator in effect at the time the claim(s) is filed. Judgment upon any arbitration award may be entered in any court having jurisdiction.

This arbitration clause shall survive: (i) termination or changes in these Terms and Conditions, and the relationship between you and us concerning the Terms and Conditions; and (ii) the bankruptcy of any party or any similar proceeding initiated by you or on your behalf. If any portion of this Arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

SEVERABILITY:

If any provision of these Terms and Conditions or the application thereof to any persons or circumstances shall irreconcilably conflict with or be invalid or unenforceable under applicable law, such

provision shall be deemed automatically reformed and amended to the extent, and only to the extent, necessary to render it valid and enforceable under such applicable law as of the effective date thereof, and such reformed or amended provision shall be binding without necessitating the formal amendment of these Terms and Conditions by the procedures specified herein; provided, however, that if such automatic reformation and amendment of such provision shall be unreasonable or impracticable in the context of these Terms and Conditions, or shall significantly conflict with the purpose, intent and/or any other material terms or provisions of these Terms and Conditions, then such provision shall be deemed severed from these Terms and Conditions with respect to the persons or circumstances as to which such provision shall be invalid or unenforceable. The invalidity or unenforceability of any one or more of the provisions of these Terms and Conditions, or the severance of any provision from these Terms and Conditions pursuant to the terms of these Terms and Conditions, shall not affect the validity or enforceability of the remaining provisions and such remaining provisions shall continue in full force and effect to the fullest extent permitted by law.

GOVERNING LAW:

The Terms and Conditions, and all accounts and services described herein, are governed by, construed and enforced in accordance with Federal Law and, when not superseded by Federal Law, the laws of the State of Connecticut.