



## Terms for Adding Your "Bank of Commerce" card to a Digital Wallet

These Terms for adding your "Bank of Commerce" card to a Digital Wallet (the "Terms") apply when you choose to add a "Bank of Commerce" credit or debit card ("Bank of Commerce" card") to a Digital Wallet ("Wallet"). In these Terms, "you" and "your" refer to the cardholder of the "Bank of Commerce", and "we," "us," "our," and ""Bank of Commerce" card" refer to the issuer of your "Bank of Commerce" card, which is "Bank of Commerce" Bank, N.A. When you add a "Bank of Commerce" card to the Wallet, you agree to these Terms.

### 1. Adding Your "Bank of Commerce" Card.

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

### 2. Your "Bank of Commerce" Card Terms Do Not Change.

The terms and account agreement that govern your "Bank of Commerce" card do not change when you add your "Bank of Commerce" card to the Wallet. The Wallet simply provides another way for you to make purchases with the "Bank of Commerce" card. Any applicable interest, fees, and charges that apply to your "Bank of Commerce" card will also apply when you use the Wallet to access your "Bank of Commerce" card. "Bank of Commerce" does not charge you any additional fees for adding your "Bank of Commerce" card to the Wallet or using your "Bank of Commerce" card in the Wallet. The Wallet provider and other third parties such as wireless companies or data service providers may charge you fees.

### 3. "Bank of Commerce" is Not Responsible for the Wallet.

"Bank of Commerce" 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 "Bank of Commerce" 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.

### 4. Contacting You Electronically, and by Email.

You consent to receive electronic communications and disclosures from us in connection with your "Bank of Commerce" card and the Wallet. You agree that we can contact you by email at any email address you provide to us in connection with any "Bank of Commerce" account. It may include contact from companies working on our behalf to service your accounts. You agree to update your contact information with us when it changes.



#### 5. Removing Your "Bank of Commerce" card from the Wallet.

You should contact the Wallet provider on how to remove a "Bank of Commerce" card from the Wallet. We can also block a "Bank of Commerce" card in the Wallet from purchases at any time.

#### 6. 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 "Bank of Commerce" card is covered. Disputes arising out of or relating to these Terms will be subject to any dispute resolution procedures in your "Bank of Commerce" card agreement.

#### 7. Ending or Changing these Terms; Assignments.

We can terminate these Terms at any time. We can also change these Terms, or add or delete any items in 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 "Bank of Commerce" cards from the Wallet. You may not assign these Terms.

#### 8. Privacy.

Your privacy and the security of your information are important to us. U.S. Consumer Privacy Notice (available online at [https://www."Bank URL".com](https://www.)) applies to your use of your "Bank of Commerce" 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 services you have requested, to make information available to you about your "Bank of Commerce" card transactions, and to improve our ability to offer these services. This information helps us to add your "Bank of Commerce" 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, and that is governed by the privacy policy given to you by the Wallet provider.

#### 9. Notices.

We can provide notices to you concerning these Terms and your use of a "Bank of Commerce" card in the Wallet by posting the material on our website, through electronic notice given to any electronic mailbox we maintain for you or to any other email address or telephone number you provide to us, or by contacting you at the current address we have on file for you. You may contact us at: 1-307-324-2265.

#### 10. Questions.

If you have any questions, disputes, or complaints about the Wallet, contact the Wallet provider using the information given to you by the provider. If your question, dispute, or complaint is about your "Bank of Commerce" card, then contact us at: 1-307-324-2265.