Terms and Conditions Adding Your First National Bank Card to a Digital Wallet

These Terms for adding your First National Bank (FNB) Card to a digital storage system or Digital Wallet (the "Terms") apply when you choose to add a First National Bank card (FNB card) to a digital storage system or Digital Wallet (Wallet") and form part of a legally binding agreement between you and First National Bank that also includes First National Bank's Online Banking Agreement, Mobile Banking Terms and Conditions, and all related disclosures. In these Terms, "you" and "your" refer to the cardholder of First National Bank, and "we", "us", "our", and "FNB card" refer to the issuer of your FNB card, which is First National Bank. When you add an FNB card to the Wallet, you agree to these Terms.

- 1. Adding your FNB Card. You can add an eligible FNB card to the Wallet by following the instructions of the Wallet provider. Only FNB cards that we indicate are eligible can be added to the Wallet. If your FNB card or underlying account is not in good standing, that FNB card will not be eligible to enroll in the Wallet. When you add an FNB card to the Wallet, the Wallet allows you to use the FNB card to enter into transactions where the Wallet is accepted. The Wallet may not be accepted at all places where your FNB card is accepted.
- 2. Your FNB Card Terms Do Not Change. The terms and account agreement that govern your FNB card do not change when you add your FNB card to the Wallet. The Wallet simply provides another way for you to make purchases with the FNB card. Any applicable interest, fees and charges that apply to your FNB card will also apply when you use the Wallet to access your FNB card. FNB does not charge you any additional fees for adding your FNB card to the Wallet or using your FNB card in the Wallet. The Wallet provider and other third parties such as wireless companies or data service providers may charge you fees.
- 3. <u>FNB is Not Responsible for the Wallet</u>. FNB 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 FNB 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. <u>Limits</u>. Any limits we place on the frequency or dollar amount of your FNB card transactions will also apply to Wallet transactions.
- 5. Contacting You Electronically and by Email. You consent to receive electronic communications from us in connection with your FNB card and the Wallet. You agree that we can contact you by email at any email address you provide to us in connection with your FNB 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. By accepting these Terms and Conditions, you agree that it is subject to the federal Electronic Signatures in Global and

National Commerce Act)"E-SIGN"). Continued use of an FNB card in the Wallet requires that you agree to receive all notices electronically. If you prefer to receive paper Notices, you have the right to withdraw your consent, in which case we will terminate your use of an FNB card in the Wallet.

- 6. <u>Removing Your FNB Card From the Wallet</u>. You should contact the Wallet provider on how to remove an FNB card from the Wallet. We can also block an FNB card in the Wallet from purchases at any time.
- 7. <u>Governing Law and Disputes</u>. These Terms are governed by federal law and, to the extent that state law applies, the laws of the State of Arkansas. Disputes arising out of or relating to these Terms will be subject to any dispute resolution procedures in your FNB card agreement.
- 8. Ending or Changing these Terms; Assignments. We can terminate these Terms at any time. We can also changes 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 FNB cards from the Wallet. You may not assign these Terms.
- 9. <u>Privacy</u>. Your privacy and the security of your information are important to us. FNB's Privacy Notice (available online at www.fnbank.net) applies to your use of your FNB 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 FNB card transactions, and to improve our ability to offer these services. This information helps us to add your FNB 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.
- 10. <u>Notices</u>. We can provide notices to you concerning these Terms and your use of an FNB card in the Wallet by posting the material on our website, through electronic notices sent to any 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 870-215-4000.
- 11. <u>Questions</u>. 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 FNB card, then contact us at 870-215-4000.