

Terms and Conditions for Adding Your City National Bank (CNB) Debit card to Digital Pay

These Terms and Conditions for Adding Your City National Bank (“CNB”) debit card to Digital Pay (the “Terms”) apply when you choose to add your CNB debit card (“CNB Debit Card”) to Digital Pay. In these Terms, “you” and “your” refer to the debit cardholder of the CNB Debit Card, and “we”, “us”, “our”, “Bank”, and CNB refer to City National Bank, the issuer of your CNB Debit Card. By adding your CNB Debit Card to a Wallet service or by clicking on “Agree” during the initial provisioning of the CNB Debit Card into the Wallet service you agree to these Digital Pay terms. If you do not agree to all of the Terms, do not accept the Terms, then you will not be provided use of the Digital Pay using your CNB Debit Card.

The Digital Pay Terms govern the use of your CNB Debit Card in conjunction with any Digital Pay service, including Apple Pay™, Samsung Pay™, Android Pay™, or any other service that allows the use of your CNB Debit Card in an electronic format without presenting the card itself. These Terms are in addition to, and supplement your existing Debit Card Agreement.

When you add a CNB Debit Card to Digital Pay, you agree to the following Terms:

- 1. Adding Your CNB Debit Card.** You can add an eligible CNB Debit Card to a Digital Wallet by following the instructions of the Digital Pay provider. Only CNB Debit Cards that we indicate are eligible can be added to Digital Pay. If your CNB Debit Card or underlying account is not in good standing, then that CNB Debit Card may not be eligible to enroll in a Digital Wallet. When you add a CNB Debit Card to the Wallet, this allows you to use the CNB Debit Card to enter into transactions where Digital Pay is accepted. The Digital Pay may not be accepted at all places where your CNB Debit Card is accepted.
- 2. Your CNB Debit Card Terms Do Not Change.** The terms and account agreement that govern your CNB Debit Card do not change when you add your CNB Debit Card to a Digital Wallet. The Digital Pay simply provides another way for you to make purchases with the CNB Debit Card. A copy of these Terms will be available at <http://www.citynationalcm.com/home/disclosures> online if you would like to print them. Any applicable interest, fees, and charges that apply to your CNB Debit Card will also apply when you use the Digital Pay to access your CNB Debit Card. *CNB does not charge you any additional fees for adding your CNB Debit Card to Digital Pay, using your CNB Debit Card in Digital Pay, or obtaining a copy of the Terms. However, the Digital Pay provider and other third parties such as wireless companies or data service providers may charge you fees.*
- 3. CNB Is Not Responsible for Digital Pay.** CNB is not the provider of the Digital Pay, and we are not responsible for providing the Digital Pay service to you. We are only responsible for supplying information securely to the Digital Pay provider to allow usage of the CNB Debit Card used in the Digital Pay. We are not responsible for any failure of Digital Pay or the inability to use Digital Pay for any transaction. We are not responsible for any errors or failures due to any malfunction of your hardware or software, the unsuitability of your device, or any virus, or problem that may be associated with the use of the device or its

software. We are not responsible for the performance or non-performance of the Digital Pay provider or any other third parties regarding any agreement you enter into with the Digital Pay provider or associated third party relationships that may impact your use of Digital Pay.

4. **No Right to Cancel or Stop a Digital Pay Transaction.** Digital Pay transactions, once authorized, cannot be cancelled or stopped. You agree that you will be responsible for any payment dispute with any payee.
5. **Fees.** We do not currently charge you a fee for using Digital Pay. In the event we were to charge a fee in the future we will give you prior notice. Any applicable fees and charges that apply to your CNB Debit Card will also apply when you use Digital Pay to access your CNB Debit Card including overdraft fees, as disclosed in our Schedule of Fees. *Wireless companies or data service providers may charge you fees.*
6. **Hardware and Software.** In order to use Digital Pay, you must obtain and maintain, at your expense, a compatible hardware device(s) such as a mobile phone, tablet, computer or other compatible hardware.
7. **Contacting You Electronically and by Email.** You consent to receive electronic communications and disclosures from us in connection with your CNB Debit Card and the Digital Pay. You agree that we can contact you by email at any email address you provide to us in connection with any CNB. 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.
8. **Removing Your CNB Debit Card from Digital Pay.** You should contact the Digital Pay provider on how to remove a CNB Debit Card from Digital Pay. We can also block a CNB Debit Card in Digital Pay, upon your request, at any time.
9. **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. You cannot change these Terms, but you can terminate these Terms at any time by removing the CNB Debit Card from the Digital Pay. You may not assign these Terms. Your continued use of the Digital Pay service will constitute your acceptance and agreement to any change in these Terms.
10. **Liability for Failure to Make Transfer.** If we do not complete a Digital Pay transaction on time or in the correct amount, according to our agreement with you, we will be liable for your losses or damages as indicated in this agreement. However, there are some exceptions that we will NOT be liable for:
 - Through no fault of ours, you do not have enough collected funds in your account or available credit in your account to make the transaction;
 - If the system was not working properly and you knew about the breakdown when you started the transaction.
 - Circumstances beyond our control, including but not limited to fire, flood, acts of terrorism, power failure, etc., that prevents the transfer despite reasonable precautions we have taken.
 - Issues with or related to the Digital Pay service provider.
 - Any other situation in which failure to execute the Digital Pay transaction is outside the control of CNB.
11. **Privacy.** Your privacy and the security of your information are important to us. Consumer Privacy Notice (<http://www.citynationalcm.com/home/privacy>) applies to your use of your CNB Debit Card in Digital Pay. You agree that we may share your information with the

Digital Pay provider, a payment network, and others in order to provide the services you have requested. We do not control the privacy and security of your information that may be held by the Digital Pay provider and that is governed by the privacy policy given to you by the Digital Pay provider. Any information you disclose to your device provider or any other third party is subject solely to their security policies and governed by their respective privacy policies.

12. **Lost or Stolen Devices or CNB Debit Cards.** If your device is lost or stolen, or you suspect your device has been compromised, including that of your fingerprint reader, PIN, or other security device, call the Bank immediately at 1-800-762-2489. Telephoning the Bank is the best way of minimizing your losses and liability. You can lose all the money in your account.

If you tell us within two (2) business days, you can lose no more than \$50 if someone used your card, a Check Card or Personal ID Code without your permission. Our business days are Monday through Friday, excluding Federal holidays.

If you do NOT tell us within two (2) business days after you learn of the loss or theft of your device, CNB Debit Card or Personal ID Number (PIN), and we can prove we could have stopped someone from using your Digital Pay or CNB Debit Card, had you notified us, you could lose as much as \$500.

Visa® has a Zero Liability policy that further protects consumer's liability regarding fraudulent point of sale transactions.

Lastly, if your bank statement shows transfers that you did not make, including those made by card, access code, or other means, tell us at ONCE. If you do not tell us within sixty (60) calendar days after your bank statement was mailed to you, you may not get back any money you lost after the sixty (60) calendar days, if we can prove that we could have stopped someone from taking the money if you had told us in time.

13. **Documentation.** You have the right to find out whether a Digital Pay transaction was debited from your account. You can call us at the telephone number listed below to find out whether or not a Digital Pay transaction has been made. You may also access a history of all funds transfers at any time by viewing your account activity or statements via your online banking. In addition, we will make this information available to you in your bank statements we send you.
14. **In Case of Errors or Questions About Your Electronic Transfers.** Call us during regular hours (M-F, 9 am to 5 pm) at (305) 349-5410 or for CNB Debit Card losses at 1-800-762-2489 for 24 hour service or you may write to us at:

25 W. Flagler Street
3rd Floor
Attn: E.F.T. Department
Miami, Florida 33130

Contact us as soon as you can if you think your bank statement or receipt is wrong or if you need more information about a transfer listed on the bank statement or receipt. We must hear

from you no later than sixty (60) calendar days after we sent the FIRST statement on which the problem or error appeared. Here is the information we will need:

- 1) Tell us your name and account number.
- 2) Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- 3) Tell us the dollar amount of the suspected error.
- 4) The date the transaction occurred.

You may also contact us at the phone number or write to the address listed above if you believe a transfer has been made using the information from your CNB Debit Card without your permission.

If you tell us orally, we may require that you send us your complaint or question in writing within ten (10) business days. You may complete an error notification form at any of our Banking center locations or send us a letter. To ensure a timely resolution to your request, please be sure to include all of the information noted above.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 calendar days to investigate your complaint or question. If we decide to do this, we will re-credit your account within ten (10) business days (five (5) business days for point of sale transactions conducted through the Visa® network) for the amount you think is in error, so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not re-credit your account the disputed amount. For accounts open less than 30 calendar days, the Bank may extend the ten (10) business days' resolution period to twenty (20) business days (including the timeframes noted herein for the types of accounts or transactions disputed). However, we will complete our investigation within the timeframes noted herein for the types of accounts or transactions disputed.

The maximum applicable research time is extended from 45 days to 90 days for transactions which:

- 1) are not initiated within the United States; or
- 2) resulted from a point-of-sale debit card transaction; or
- 3) occurred within 30 days after the first deposit to the account was made.

If we decide that there was no error, we will send you a written explanation within three (3) business days after we finish our investigation. You may ask for copies of the documents that we used in our investigation.

15. Governing Law, Venue, and Disputes. These Terms are governed by federal law and, to the extent that state law applies, the laws of the state of Florida. Disputes arising out of or relating to these Terms may be subject to any dispute resolution procedures in your CNB Debit Card agreement. All actions, suits, or proceedings arising out of these Terms and or pertaining to the transactions contemplated herein shall be subject to the exclusive

jurisdiction of the state or federal courts situated in Miami-Dade County, State of Florida, USA.

16. **Transaction Limitations.** Regulations require the Bank to limit Money Market or Savings accounts to no more than six (6) pre-authorized payments, including Point of Sale (POS) transfers, drafts or similar order to third party during one statement period. The number of transfers or withdrawals made in person, by ATM, by mail or by messenger is not limited.
17. **Notices.** We can provide notices to you concerning these Terms and your use of a CNB Debit Card in Digital Pay 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: 1-800-762-2489.
18. **Questions.** If you have any questions, disputes, or complaints about the Digital Pay, contact the Digital Pay provider using the information given to you by the provider. If your question, dispute, or complaint is about your CNB Debit Card, then contact us at: (1-800-762-2489).