
First State Bank of Burnet Mobile Wallet Agreement

This Agreement (“Agreement”) sets forth the terms and conditions for adding your First State Bank of Burnet Mastercard[©] debit card to a mobile or digital wallet service on your mobile device. A “mobile device” means a smartphone, tablet, or any other hand-held or wearable communication device that allows you to electronically store or electronically present your “Card” or “Card number” (“virtual card number”) and use the virtual card number to make “Card” transactions.

By adding your First State Bank of Burnet debit card to a mobile or digital wallet service, you agree to abide by the terms and conditions set forth in this Agreement.

1. You understand that you are responsible for understanding how to access and use the mobile wallet service which you subscribe to and you hereby agree to accept full responsibility for proper use of your mobile device and any such mobile wallet service or software. First State Bank of Burnet shall not be liable for any losses, costs or damages caused by failure to properly use a mobile wallet. By using the First State Bank of Burnet Mobile Wallet service, you are agreeing to the terms and conditions presented here, and certifying that you either are the account holder on the specified account or you have the account holder’s permission to use the account.
2. All retail purchases are made at the option of the merchant. First State Bank of Burnet is not responsible for refusal by a merchant to honor your Card. You agree that the mobile wallet service will not be used in any manner or for any transaction that we believe poses an undue risk of illegality, and we may refuse to authorize any such use or transaction. If you use your Card for a transaction that is determined to be illegal, you will be liable for the transaction. You further agree that limits placed on the frequency or dollar limit of your debit card will also apply to mobile wallet transactions.
3. First State Bank of Burnet is not the provider of the mobile wallet service and, therefore, is not responsible for any failure or inability to use the mobile wallet for a transaction. The mobile wallet may have certain security features and procedures designed to protect against unauthorized use. You agree not to disable any of the security features and procedures designed to safeguard your cards. If you have any questions, disputes, or complaints about the mobile wallet, you need to contact the provider of the mobile wallet service.
4. You are responsible for maintaining the confidentiality of any login information that you use on your mobile device and mobile wallet service. You agree not to give or make available to any person your login information or other means to access your mobile wallet. If you believe that your mobile device has been lost or stolen or that your mobile wallet has been accessed or compromised without your authorization, you must notify us immediately.
5. You understand that in order to activate your First State Bank of Burnet debit card in the mobile wallet service(s) you have selected, First State Bank of Burnet must send you a one-time passcode (“OTP”) via SMS text message to your mobile device or by email. When you opt-in to the service, we will send you a message to confirm your enrollment. Mobile carriers may charge you message and data rates, or other fees. If you have any questions about your text plan or data plan, you should contact your wireless provider. Message frequency depends on account settings and may vary. For all questions about the mobile wallet service(s), you can send an email to customerservice@fsbburnet.com or call toll free **1-512-756-2191**.
6. You expressly understand and agree that your use of a mobile wallet service is at your sole risk, and that any material downloaded or otherwise obtained through use of the mobile wallet is obtained at your own discretion and risk. First State Bank of Burnet is not responsible for any damage to your mobile device or loss of data that may result from the download of any such material, whether due to a computer virus or otherwise. First State Bank of Burnet makes no representation or warranty regarding the completeness, accuracy or reliability of the mobile wallet service or of any information or data that you may obtain through use of a mobile wallet service. You expressly understand and agree when you use your card with your mobile device for transactions, third parties such as merchants, card association networks, mobile carriers, mobile wallet operators, mobile device manufacturers, and software application providers may use and receive your virtual card number, and receive information about your device.

7. **Disclaimer.** First State Bank of Burnet is not and shall not be liable for any loss, damage or injury or for any direct, indirect, special, incidental, exemplary, or consequential damages, including lost profits, arising from or related to your adding a card to a digital wallet, or your access or use of a digital wallet. To the fullest extent permitted by law, we disclaim all representations, warranties and conditions of any kind, including: express, implied, statutory or otherwise, including but not limited to, the warranties of merchantability and fitness for a particular purpose, title and non-infringement of proprietary rights, as to any and all digital wallets and all information, products and other content included in or accessible from digital wallets.
8. **Limitation of Liability.** Any claims or disputes arising from the operation or your use of the Digital Wallet shall be subject to the terms established by the Third Party Digital Wallet Provider. First State Bank of Burnet is not responsible to ensure that the Digital Wallet functions properly or that your First State Bank of Burnet Debit Card information is uploaded or stored accurately or securely. We are not responsible to ensure that the Digital Wallet performs as expected, or for any loss or injury you may suffer as a result of any delay or failure by the Digital Wallet to perform as expected. We are not responsible to ensure that the Third Party Digital Wallet Provider performs according to the terms of any agreement you may have with them, or for any loss or injury you may suffer as a result of any delay or failure by the Third Party Digital Wallet Provider to perform according to the terms of such agreement. This does not serve to alter your rights with regard to unauthorized transactions, as stated in your Disclosures.
9. **Governing Law.** All Agreements and Disclosures shall be construed in accordance with the laws of the State of Texas. This Agreement is the sole understanding of the parties with respect to the stated subject matter.
10. This Agreement shall be in addition to the terms and conditions and any other agreement between you and First State Bank of Burnet. This Agreement shall not be construed to amend or modify the terms of any such agreement. You further agree that First State Bank of Burnet may amend or cancel any mobile or digital wallet service at any time or for any reason whatsoever.
11. By accepting the terms and conditions of this Agreement, you consent to FIRST STATE BANK OF BURNET's limited sharing of your personal information in accordance with our Privacy Notice, which discloses the facts related to the need for sharing personal information amongst all financial companies in order to conduct everyday business. For full details, please refer to First State Bank of Burnet's privacy policy disclosure.