

Centinel Bank of Taos Digital Wallet Terms and Conditions

These terms and conditions (“Terms” or “Agreement”) constitute a legal agreement between you and Centinel Bank of Taos, that governs your election to use eligible Debit cards issued by Centinel Bank of Taos, linked to your Centinel Bank accounts, when you add, attempt to add, or keep a debit card in a mobile or digital wallet (“Digital Wallet” or “Wallet”) on any mobile device that supports the Digital Wallet (the Bank’s “Digital Wallet Service”). The terms “you” and “your” throughout these Terms refer to primary cardholders and authorized users of Debit cards and to joint accountholders linked to bank accounts. The terms “Centinel Bank”, “Bank,” “we” or “us” refer to Centinel Bank of Taos.

Through these Terms, you consent to receive electronic communications and disclosures from us in connection with your Debit card associated with any Digital Wallet. You agree that we may contact you by email at the email address you provide to us in connection with the Centinel Bank account associated with your Debit card, such contact may include third-party companies working on our behalf to service your accounts with us. You agree to update your contact information with us when it changes; including cell phone numbers and email addresses associated with your digital wallet. By accepting these Terms, you agree that these Terms are subject to the federal Electronic Signatures in Global and National Commerce Act (“E-SIGN”).

Prior accepting these Terms, please review the information in detail before you decide whether to accept them and continue with the addition of your Debit card(s) to the Digital Wallet you have selected. By using a Debit card in the Digital Wallet, you agree to only use your Debit card(s) through your Digital Wallet in accordance with these Terms. If you do not agree to these Terms, then you may not add your Debit card(s) to or use your Debit card(s) in connection with, any Digital Wallet. These Terms supersede any prior terms and conditions you may have agreed to with respect to access to, and the use of, Centinel Bank of Taos Debit card(s) through a Digital Wallet. You agree that these Terms govern your access to, and use of Debit card(s) through the Digital Wallet of your choice on all Eligible Mobile Devices.

By agreeing to these Terms, you represent the following:

- You are 18 years old or older; and
- You are capable of entering into a legally binding agreement.

Minors under the age of 18 must have a signed copy of these terms and conditions on file with Centinel Bank of Taos. The document must be signed by a parent/legal guardian or a joint account holder over the age of 18.

1. **Relationship to Your Digital Wallet Provider.** A Digital Wallet is a service offered exclusively by your Digital Wallet provider (e.g., Apple, Google, Samsung) using devices deemed eligible by your Digital Wallet provider (each an “Eligible Mobile Device”). A Digital Wallet is a registered trademark of your Digital Wallet provider. Centinel Bank does not own, operate, or control any Digital Wallet and is not responsible for any service provided to you by your Digital Wallet provider or by any third party engaged by your Digital Wallet provider. Centinel Bank likewise is not responsible for any information or other services provided to you by your Digital Wallet provider or any other third parties associated with any Digital Wallet. Centinel Bank is not liable for any failure or performance of any Digital Wallet or any third party’s products or services.

Your Digital Wallet provider, your wireless carrier, and other third-party websites or services integrated in any Digital Wallet have their own third-party agreements and you are subject to those third-party agreements when you give them your personal information, use their services, or visit their respective sites. It is your responsibility to read and understand the third-party agreements before creating, activating, or using a Debit card(s) (as that term is defined below) in a Digital Wallet. You acknowledge that your use of a Digital Wallet is subject to the terms and conditions set forth by your Digital Wallet provider.

Centinel Bank is not responsible for, and does not provide, any support or assistance for any third-party hardware, software, or other products or services (including any Digital Wallet or your Eligible Mobile Device). If you have any questions or issues with a third-party product or service, including issues pertaining to the operation of your Eligible Mobile Device, please contact the appropriate third party in accordance with that third party's procedures for customer support and assistance. If you have any questions or issues pertaining to any Digital Wallet (other than questions or issues specific to the use of a Debit card(s) associated to such Digital Wallet), you should contact your Digital Wallet provider.

2. **Relationships to Other Centinel Bank Agreements.** Your enrollment in the Digital Wallet Service does not impact any other agreement Centinel Bank has with you. The terms of use for your Debit card(s) which were provided to you when your Debit card(s) was issued, and as amended from time to time, remain in full force and effect regardless of whether you use the Digital Wallet Service or not. For the avoidance of doubt, any transaction you make with your Debit card(s) using any Digital Wallet will be considered the same as if you had presented your physical Debit card(s) in person to conduct the transaction and all applicable fees and interest will apply per the terms of your Deposit Account agreement with Centinel Bank.
3. **Debit card(s) Eligibility.** Centinel Bank reserves the right to restrict the use of certain Debit card(s) types within the Digital Wallet Service. In order for Centinel Bank to authorize your use of your Centinel Bank-issued Debit card(s) with any Digital Wallet, your Debit card(s) must be an eligible Debit card(s) type, your Debit card(s) and the underlying account must be in good standing, and you must not be restricted from using the Digital Wallet Service based upon any limitations imposed by your Digital Wallet provider, your wireless service provider, and/or any third party associated with your Digital Wallet.
4. **Mobile Device Eligibility.** The Digital Wallet Service enables you to create virtual representations of your Debit card(s) on an Eligible Mobile Device to make (i) contactless payments at merchants' contactless-enabled point-of-sale terminals or readers that accept contactless payments using a virtual representation of your Debit card(s) (in lieu of you presenting your physical Debit card(s)), and (ii) in-app or other digital commerce payments at merchants participating in the Digital Wallet. You are required to have an Eligible Mobile Device to use this Digital Wallet Service. Your Digital Wallet provider, in its sole discretion, determines which Mobile Devices are eligible to be used with the Digital Wallet. Mobile Devices which have been unlocked in an unauthorized fashion ("jail-broken") or otherwise modified are not eligible to use the Bank's Digital Wallet Service.

You acknowledge that use of an ineligible Mobile Device with the Digital Wallet Service is expressly prohibited, constitutes a breach of these terms, and is grounds for Centinel Bank to temporarily suspend, permanently terminate, or otherwise deny further access to your Debit card(s) in any Digital Wallet. Centinel Bank is not liable to you for the effects (third party or otherwise) of such termination or suspension.

5. **Use of Your Debit card(s) in Digital Wallets.** When you select a Debit card(s) to use with the Digital Wallet of your choice, certain account information for the Debit card(s) and certain of your personal information will be transmitted to and stored according to the Digital Wallet and Debit card(s) network procedures and systems for the Supported Digital Wallet Device to facilitate your participation in the Digital Wallet. Once the account information for a Debit card(s) has been stored in accordance with the Digital Wallet procedures, it is represented within the Digital Wallet's payment function. By selecting a Debit card(s) and placing your Eligible Mobile Device near a merchant's contactless-enabled point-of-sale terminal or reader or using that Debit card(s) for an in-app purchase, you are authorizing the payment for the merchant's products or services with that Debit card(s) through the Digital Wallet. To complete transactions above a certain dollar amount, merchants may require presentation of a physical companion card or a government-issued form of identification for inspection to authenticate your identity. Once provisioned to a Digital Wallet, a Debit card(s) may work even if you do not have wireless service. Please be advised that when you add a Debit card(s) to the Digital Wallet of your

choice, the Digital Wallet allows you to use the Debit card(s) to conduct transactions where the Digital Wallet is accepted; however, the Digital Wallet may not be accepted at all places where your physical Debit card(s) is accepted.

Your Digital Wallet may also allow you to view recent purchase transactions made by you with your Debit card(s). Please note that some of the listed transactions may be pending charges, which are temporary and are subject to change (for instance, pre-authorizations at restaurants and hotels). Your Digital Wallet may provide you with the option and ability to turn off this purchase transaction reporting for each Debit card(s). For additional card account information and activity, you can log into your Centinel Bank Online Banking Account or call the number on the back of your Centinel Bank Debit card(s) or by calling Centinel Bank directly at (575) 758-6700 during normal business hours as described at www.centinelbank.com.

Purchases or other transactions you make with any of your Debit card(s) provisioned to a Digital Wallet are governed by these Terms and your Deposit Account agreement with us. If a problem arises with the product or service you purchased through use of the Debit card(s) provisioned to your Digital Wallet, you first should try to resolve the problem directly with the merchant, but you may also have rights under your Deposit Account agreement with us or otherwise under applicable law.

6. **Fees.** Centinel Bank does not currently charge any fees for using the Digital Wallet Service. However, we reserve the right to impose fees for the Digital Wallet Service in the future, but only after written and/or electronic notification to you in accordance with applicable law. You should read your Deposit Account Agreement and applicable Fee Schedules for any applicable fees, interests, or other charges associated with your Centinel Bank accounts. You understand that your third-party agreements may, however, contemplate fees, limitations, and restrictions which might affect your use of any of your Debit card(s) within the Digital Wallet (such as data usage or text messaging charges imposed on you by your wireless carrier). You agree you are solely responsible for all such fees and agree to comply with such limitations and restrictions.
7. **Suspension; Cancellation.** Centinel Bank reserves the right, for any reason, to discontinue offering or supporting any Debit card(s) and/or the Digital Wallet Service. Except as otherwise required by applicable law, Centinel Bank may block, restrict, suspend or terminate your use of any Debit card(s) provisioned to a Digital Wallet at any time without notice and for any reason, including if you violate these Terms or any of your Deposit Account or other agreements with us, if we suspect fraudulent activity, or as a result of the cancellation or suspension of your Debit card(s) account. You agree that Centinel Bank will not be liable to you or any third party for any block, suspension, cancellation, or termination of your use of any Debit card(s) provisioned to a Digital Wallet.

Centinel Bank may disqualify a Debit card(s) provisioned to a Digital Wallet or discontinue providing any services to any individual suspected of violating these Terms or the third-party agreements related to your Digital Wallet or the Digital Wallet Service in its sole and absolute discretion. Centinel Bank also cautions you that ANY ATTEMPT BY AN INDIVIDUAL OR ENTITY TO DELIBERATELY INTERFERE, INTERRUPT, MODIFY, AUDIT, ASSESS, RE-ENGINEER, OR DAMAGE ANY ASPECT OF A DEBIT CARD(S) PROVISIONED TO A DIGITAL WALLET OR THE DIGITAL WALLET SERVICE OR UNDERMINE THE LEGITIMATE OPERATION OF A DEBIT CARD(S), A DIGITAL WALLET OR THE DIGITAL WALLET SERVICE IS A VIOLATION OF CRIMINAL AND CIVIL LAWS AND CENTINEL BANK RESERVES THE RIGHT TO SEEK DAMAGES AND COSTS (INCLUDING, WITHOUT LIMITATION, ATTORNEYS' FEES) FROM ANY INDIVIDUAL OR ENTITY RESPONSIBLE FOR SUCH ATTEMPT TO THE FULLEST EXTENT PERMITTED BY LAW.

You may remove one or more of your Debit cards from your Digital Wallet at any time by following the instructions in your Digital Wallet or by calling the number on the back of your Debit card(s). We can also

block a Debit card(s) provisioned to a Digital Wallet from being used in transactions if you instruct us to do so by contacting us at (888) 758-0300 or (575)-758-6700, during normal business hours, as described at www.centinelbank.com, and we have a reasonable opportunity to act on such instruction.

8. **Electronic Contact.** In addition to communications, you expressly consent to receive phone calls, text messages, push notifications, and emails related to the Digital Wallet Service from Centinel Bank and any Centinel Bank third-party service provider at any phone number (including any mobile phone number) and email address you have provided to Centinel Bank or any Centinel Bank third-party service provider. Such phone calls and text messages may include auto-dialed phone calls and text messages, prerecorded phone calls and text messages, or both. If you change any phone number you have provided to Centinel Bank or any Centinel Bank third-party service provider, for any reason, you agree to immediately notify Centinel Bank to ensure that the above communications are not interrupted or inadvertently delivered to another recipient who may be reassigned your prior phone number. You may change your phone number by contacting Centinel Bank at (888) 758-0300 or (575) 758-6700 during normal business hours as described at www.centinelbank.com.
9. **Data Privacy.** When you instruct Centinel Bank to provision your Debit card(s) to the Digital Wallet of your choice, Centinel Bank collects certain information from your Digital Wallet provider to verify your identity, enable you to use the Debit card(s) in your Digital Wallet, and facilitate your participation in the Digital Wallet Service. You authorize Centinel Bank to collect, use and share your information in accordance with the applicable Centinel Bank privacy policies (including the Centinel Bank annual privacy statement), as they may be amended from time to time. To facilitate your participation, you acknowledge and agree that Centinel Bank may make certain account information relating to each Debit card(s) you have selected to use with the Digital Wallet Service available for display, including your most recent transaction data, but not your full Debit card(s) account number. You may have the ability to decline to have the transaction data made available for display and still use the Digital Wallet Service, but you must follow the instructions for doing so in the Digital Wallet you have selected. You agree that Centinel Bank may also collect and use technical data and related information, including, but not limited to, technical information about your Eligible Mobile Device, gathered periodically to facilitate the updates to Centinel Bank's services. Centinel Bank may use this information, as long as it is in a form that does not personally identify you, to improve Centinel Bank's products or to provide services or technologies to you.

You understand and acknowledge that third parties, such as your Digital Wallet provider, Visa, and/or MasterCard will have access to certain details regarding eligible Debit card(s) transactions made using your Digital Wallet. You understand that information that is provided to or held by your Digital Wallet provider or other third parties in relation to any Digital Wallet is outside the control of Centinel Bank. As stated earlier, Centinel Bank is not responsible for the Digital Wallet, or any other services offered by your wireless carrier or any third party. Accordingly, any information you provide to your Digital Wallet provider or another third party through the Digital Wallet Service, or that is collected or accessed by your Digital Wallet provider in the course of your use of the Digital Wallet Service, is subject to third-party agreements, and is not governed by Centinel Bank's privacy policies or this Agreement.

10. **Changes to Digital Wallet Service Terms.** Centinel Bank reserves the right to revise these Digital Wallet Service terms at any time, and you are deemed to be aware of and bound by any changes to these terms by your continued access to or use of any Debit card(s) you provision to the Digital Wallet of your choice and/or the Digital Wallet Service. If you do not accept any revisions made to these terms, your sole and exclusive remedy is to cancel your use of and delete all Debit card(s) provisioned to the Digital Wallet of your choice and to cease using the Digital Wallet Service.
11. **Disclaimer of Warranties.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF ANY DEBIT CARD(S) PROVISIONED TO THE DIGITAL WALLET OF YOUR CHOICE AND THE DIGITAL

WALLET SERVICE IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY DEBIT CARD(S) IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE", WITH ALL DEFECTS THAT MAY EXIST FROM TIME TO TIME AND WITHOUT WARRANTY OF ANY KIND, AND CENTINEL BANK, ON BEHALF OF ITSELF AND ITS SUPPLIERS, HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO ANY DEBIT CARD(S), EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD-PARTY RIGHTS. CENTINEL BANK, ON BEHALF OF ITSELF AND CENTINEL BANK'S SUPPLIERS, ALSO DOES NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF ANY DEBIT CARD(S) PROVISIONED TO THE DIGITAL WALLET OF YOUR CHOICE OR THE DIGITAL WALLET SERVICE, OR THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, THE DIGITAL WALLET SERVICE WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OR AVAILABILITY OF ANY DEBIT CARD(S) PROVISIONED TO THE DIGITAL WALLET OF YOUR CHOICE OR THE DIGITAL WALLET SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN ANY DEBIT CARD(S) PROVISIONED TO THE DIGITAL WALLET OF YOUR CHOICE OR THE DIGITAL WALLET SERVICE WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY CENTINEL BANK, ANY OF ITS AUTHORIZED REPRESENTATIVES OR ANY THIRD PARTY SHALL CREATE ANY WARRANTY.

ACCESS, USE AND MAINTENANCE OF ANY DEBIT CARD(S) PROVISIONED TO THE DIGITAL WALLET OF YOUR CHOICE DEPEND ON THE DIGITAL WALLET AND THE NETWORKS OF WIRELESS CARRIERS. CENTINEL BANK DOES NOT OPERATE THE DIGITAL WALLET OR SUCH NETWORKS AND HAS NO CONTROL OVER THEIR OPERATIONS. CENTINEL BANK WILL NOT BE LIABLE TO YOU FOR ANY CIRCUMSTANCES THAT INTERRUPT, PREVENT OR OTHERWISE AFFECT THE FUNCTIONING OF ANY DEBIT CARD(S) PROVISIONED TO A DIGITAL WALLET, SUCH AS UNAVAILABILITY OF THE DIGITAL WALLET OR YOUR WIRELESS SERVICE, COMMUNICATIONS, NETWORK DELAYS, LIMITATIONS ON WIRELESS COVERAGE, SYSTEM OUTAGES, OR INTERRUPTION OF A WIRELESS CONNECTION. CENTINEL BANK DISCLAIMS ANY RESPONSIBILITY FOR THE DIGITAL WALLET OR ANY WIRELESS SERVICE USED TO ACCESS, USE OR MAINTAIN A DEBIT CARD(S) PROVISIONED TO THE DIGITAL WALLET OF YOUR CHOICE OR ACCESS THE DIGITAL WALLET SERVICE.

USE OF A DEBIT CARD(S) PROVISIONED TO THE DIGITAL WALLET OF YOUR CHOICE INVOLVES THE ELECTRONIC TRANSMISSION OF PERSONAL INFORMATION THROUGH THIRD-PARTY CONNECTIONS. BECAUSE CENTINEL BANK DOES NOT OPERATE OR CONTROL THESE CONNECTIONS, CENTINEL BANK CANNOT GUARANTEE THE PRIVACY OR SECURITY OF THESE DATA TRANSMISSIONS. ADDITIONALLY, YOUR SUPPORTED ELIGIBLE MOBILE DEVICE'S BROWSER IS GENERALLY PRE-CONFIGURED BY YOUR WIRELESS CARRIER. YOU SHOULD CHECK WITH YOUR DIGITAL WALLET PROVIDER AND YOUR WIRELESS CARRIER FOR INFORMATION ABOUT THEIR PRIVACY AND SECURITY PRACTICES. FOR PERSONAL OR CONFIDENTIAL INFORMATION SENT TO OR FROM CENTINEL BANK OVER THE INTERNET FROM YOUR SUPPORTED ELIGIBLE MOBILE DEVICE, CENTINEL BANK RESERVES THE RIGHT TO LIMIT SUCH CONNECTIONS TO "SECURE SESSIONS" THAT HAVE BEEN ESTABLISHED USING TRANSPORTATION LAYER SECURITY OR OTHER SECURITY STANDARDS CENTINEL BANK SELECTS.

CENTINEL BANK MAKES NO GUARANTEES ABOUT THE INFORMATION SHOWN IN THE DIGITAL WALLET SERVICE SOFTWARE OR HARDWARE IT CONTAINS AND MAKES NO

REPRESENTATIONS, WARRANTIES, OR GUARANTEES REGARDING THE SAME. This “Disclaimer of Warranties” section shall survive any termination of this Agreement for any reason.

12. License for Any Debit card(s) Provisioned to A Digital Wallet. ANY CENTINEL BANK DEBIT CARD(S) AND THE DIGITAL WALLET SERVICE ARE LICENSED, NOT SOLD, TO YOU FOR USE ONLY UNDER THE TERMS AND CONDITIONS OF THESE TERMS OF USE. CENTINEL BANK RESERVES ALL RIGHTS NOT EXPRESSLY GRANTED TO YOU.

You are granted a non-exclusive, non-sub licensable, non-transferable, personal, limited license to install and use the Debit card(s) and the Digital Wallet Service on the Eligible Mobile Device for use in the Digital Wallet of your choice solely in accordance with these Digital Wallet Service terms. The license is limited to use on any Eligible Mobile Device that you own or control and as permitted by any applicable third-party agreements. Such license does not allow you to use the Debit card(s) on any device that you do not own or control (or for which you do not have authorization to install or run the Digital Wallet Service or the Debit card(s), such as where prohibited by applicable security policies in the case of corporate users), and you may not distribute or make any Debit card(s) or the Digital Wallet Service available over a network where it could be used by multiple devices at the same time.

Certain software that Centinel Bank uses to provide the Debit card(s) has been licensed from third parties (each a “Third-Party Licensor” that are not affiliated with Centinel Bank. This limited right to use such software is revocable at the discretion of Centinel Bank. Centinel Bank and its Third-Party Licensors retain all rights, title and interest in and to the software used by Centinel Bank to provide the Mobile Card(s), Digital Wallet Service, and any modifications and updates thereto. You agree that you will not use any third-party materials associated with the Debit card(s) or the Digital Wallet Service in a manner that would infringe or violate the rights of any party, and that Centinel Bank is not in any way responsible for any such use by you. All third-party intellectual property marks, including the logos of merchants, are the property of their respective owners.

You may not rent, lease, lend, sell, redistribute, or sublicense the Debit card(s) or the Digital Wallet Service. You may not copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, modify, or create derivative works of any Debit card(s) or the Digital Wallet Service, any updates, or any part thereof (except as and only to the extent any foregoing restriction is prohibited by applicable law or to the extent as may be permitted by the licensing terms governing the use of any open-sourced components included with a Debit card(s) or the Digital Wallet Service). Any attempt to do so is a violation of the rights of Centinel Bank and its Third-Party Licensors. If you breach this restriction, you may be subject to a civil lawsuit, prosecution, and damages. The terms of the license will govern any upgrades provided by Centinel Bank that replace or supplement any Debit card(s) unless such upgrade is accompanied by a separate agreement in which case the terms of that agreement will govern.

You agree that a Debit card(s) may be automatically updated or upgraded without notice to you. At any time, at Centinel Bank’s sole discretion and without prior notice, Centinel Bank may expand, reduce, or suspend the type and/or dollar amounts of transactions allowed using a Debit card(s) or change the enrollment process.

The license granted hereunder is effective until terminated by you or Centinel Bank under this Agreement or any other applicable agreement between you and Centinel Bank. Your rights will terminate automatically without notice from Centinel Bank if you fail to comply with these terms or if Centinel Bank terminates the use of your Debit card(s) or the Digital Wallet Service. Upon termination of the license, you must cease all use of the Digital Wallet Service and Debit card(s) provisioned to the Digital Wallet of your choice and delete all Debit card(s) from the Digital Wallet Service.

13. **Indemnification.** In addition to the indemnification provisions contained elsewhere in this Agreement, you shall indemnify and hold Centinel Bank, its licensors (including any Third-Party Licensors), sponsors, agencies and its parents, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (i) your use of any Debit card(s) and the Digital Wallet Service or (ii) any breach of the terms and conditions set forth in the Terms of this Agreement by you or other users of the Digital Wallet Service using your Debit card(s) or credentials. You must use your best efforts to cooperate with Centinel Bank in the prosecution or defense of any such claim. Centinel Bank has the right to employ counsel of Centinel Bank's choice to defend and control any such matter subject to indemnification by you. You have the right, at your own expense, to employ separate counsel to participate in such matters on a non-controlling basis. You agree that this paragraph shall survive the termination of this Agreement for any reason.

14. **Your Responsibilities.**

1. Debit card(s) Enrollment in Your Digital Wallet

If you want to add a Debit card(s) to the Digital Wallet of your choice, you agree to follow the procedures adopted by your Digital Wallet provider and any further procedures Centinel Bank adopts. Centinel Bank may not add a Debit card(s) to your Digital Wallet if Centinel Bank cannot authenticate the Debit card(s) or if Centinel Bank otherwise suspects that there may be fraud associated with the Debit card(s). The Digital Wallet allows you to make purchases using an added Debit card(s) wherever the Digital Wallet is accepted. The Digital Wallet may not be accepted at all places where your Debit card(s) is accepted.

2. Report Lost or Stolen Devices or Debit card(s)

If you enroll in the Digital Wallet Service and your Eligible Mobile Device is lost or stolen, or you have reason to believe that your Eligible Mobile Device has been compromised, including that of your fingerprint reader, PIN, or other security method, you agree to contact Centinel Bank immediately so that Centinel Bank can take action to disable your Debit card(s) for use within the Digital Wallet Service. Note, however, that you are also responsible for notifying your Digital Wallet provider if your Eligible Mobile Device is lost or stolen. Centinel Bank is not responsible for and is unable to disable your Eligible Mobile Device or Digital Wallet; Centinel Bank can only disable your Debit card(s).

Given that your Eligible Mobile Device can be used like a Debit card(s) to make purchases, you must notify Centinel Bank in the event your Eligible Mobile Device is lost or stolen with the same urgency as if your actual Debit card(s) is lost or stolen. If you fail to notify Centinel Bank, you may be liable for all, or a portion of the losses associated with unauthorized use of your Debit card(s) whether or not that use was through the Digital Wallet Service. If you get a new Eligible Mobile Device, you must delete all your Debit card(s) and other personal information from your prior Eligible Mobile Device.

You must cooperate with Centinel Bank in any investigation and use any fraud prevention or other related measures Centinel Bank prescribes.

3. Security

In addition to the security procedures described elsewhere in this Agreement, you are solely responsible for maintaining the confidentiality of your Digital Wallet provider User ID, your Digital Wallet provider passwords, your mobile device passwords, and any other means that you may use to securely access the Digital Wallet Service on your Eligible Mobile Device. If you share these credentials with anyone, that person may be able to use your Digital Wallet to make purchases or obtain access to your personal and payment information available through the Digital Wallet Service. You agree to always safeguard your Eligible Mobile Device and not leave it unattended.

Your Digital Wallet and your Eligible Mobile Device may contemplate certain security features and procedures to protect against unauthorized use of any of your Debit card(s). These features and procedures are the sole responsibility of your Digital Wallet provider. You agree not to disable any of these security features and to use these security features and procedures to safeguard all your Debit card(s) provisioned to the Digital Wallet of your choice.

4. Account Ownership/Accurate Information

You represent that you are the legal owner of the account(s) and other financial information which may be accessed via the Digital Wallet Service. You represent and agree that all information you provide to Centinel Bank in connection with the Digital Wallet Service is accurate, current, and complete and that you have the right to provide such information to Centinel Bank for the purpose of using the Digital Wallet Service. You agree not to misrepresent your identity or your account information. You agree to keep your account information confidential, up to date, and accurate. You represent that you are an authorized user of the Eligible Mobile Device you will use to access the Digital Wallet Service.

15. **Termination.** Centinel Bank reserves the right to terminate this Agreement immediately upon providing written notice to you of such termination. We may also, in our sole discretion, terminate your Digital Wallet Service effective immediately if: (i) there is an occurrence of a material change in your account activity or other risk analysis criteria as determined by us in our sole and absolute discretion; (ii) we at any time determine that you do not meet our risk or other qualification requirements; (iii) we discover any willful misconduct (including but not limited to types of fraudulent activity) on your part or any other party with respect to the Digital Wallet Service; (iv) you are in default of any terms of this Agreement where such default gives us the right to terminate, immediately or otherwise, or close your account; (v) you have not used the Digital Wallet Service for a period of time deemed to constitute an inactive service by us (in our sole discretion); or (vi) you are in default of any terms of the Deposit Account Agreement or any other agreement with us. In any of these events, you agree that our sole obligation shall be to provide notice of our termination of the Digital Wallet Service to you, and that such notification will be reasonable if it is mailed to your statement mailing address immediately upon termination.

Either you or Centinel Bank may terminate the Digital Wallet Service, with or without cause, upon thirty (30) calendar days' written notice to the other of its intent to do so, sent to you at your statement address and sent to us at the address provided herein. In the event of termination of the Digital Wallet Service, your rights, and responsibilities as well as ours, shall continue through any applicable settlement period, including your responsibility to pay us for the Digital Wallet Service and with respect to transactions processed prior to the effective date of termination. If we terminate the Digital Wallet Service, we may accelerate all amounts due and to become due, and you agree to promptly make full payment to us of all amounts due and amounts incurred by you through your use of the Digital Wallet Service.

Any termination of this supplemental Agreement shall not affect any of Centinel Bank's rights and your obligations with respect to transactions initiated by you prior to such termination, or your payment obligations for services performed by Centinel Bank prior to termination, or any other obligations that survive termination of this Agreement.

16. **Entire Agreement.** This Agreement together with the Deposit Account Agreement and any other applicable agreement between you and Centinel Bank is the complete and exclusive statement of the agreement between Centinel Bank and you with respect to the subject matter hereof and supersedes any prior agreement(s) between Centinel Bank and you with respect to such subject matter.

In the event of a conflict or inconsistency between the terms of the Deposit Agreement, or any other agreement between you and Centinel Bank and the terms of this Agreement, with respect solely to the Digital Wallet

Service, the terms of this Agreement shall control, but only to the extent of such conflict or inconsistency. In the event performance of the services provided herein in accordance with the terms of this Agreement would result in a violation of any present or future statute, regulation, or government policy to which Centinel Bank is subject, and which governs or affects the transactions contemplated by this Agreement, then this Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation, or policy, and Centinel Bank shall incur no liability to you as a result of such violation or amendment. No course of dealing between Centinel Bank and you will constitute a modification of this Agreement or constitute an agreement between Centinel Bank and you regardless of whatever practices and procedures Centinel Bank and you may use.

17. **Non-Assignment.** You may not assign this Agreement or any of the rights or duties hereunder to any person.
18. **Waiver.** Centinel Bank may waive enforcement of any provision of this Agreement. Any such waiver shall not affect Centinel Bank's rights with respect to any other transaction or modify the terms of this Agreement.
19. **Binding Agreement; Benefit.** This Agreement shall be binding upon and solely for the benefit of the parties hereto and their respective legal representatives, successors, and assignees. This Agreement is not for the benefit of any other person, and no other person shall have any right against Centinel Bank or you hereunder.
20. **Headings.** Headings are used for reference purposes only and shall not be deemed a part of this Agreement.
21. **Severability.** If any provision of this Agreement shall be determined to be invalid, illegal, or unenforceable to any extent, the remainder of this Agreement shall not be impaired or otherwise affected and shall continue to be valid and enforceable to the fullest extent permitted by law.
22. **Governing Law/ Venue/ Jurisdiction.** This Agreement shall be construed in accordance with and governed by the laws of the State of New Mexico. This Agreement is performable in Taos County, New Mexico, and venue shall be proper in such County for all purposes. You consent to jurisdiction regarding any claim or proceeding related to this Agreement in any state or federal court in the State of New Mexico.