

# MOBILE WALLET TERMS OF USE FOR WINCHESTER SAVINGS BANK CUSTOMERS

These Terms of Use ("Terms") govern your use of your eligible debit card issued by Winchester Savings Bank ("Visa Check Card") when you add, attempt to add, or keep a Visa Check Card in a digital wallet or any other electronic payment system into which your Visa Check Card may be enrolled by you ("Wallet") on any mobile phone, tablet, watch or other device ("Device") that supports the Wallet. **These Terms are a legal agreement, so please read them carefully.** The words "you" and "your" mean a Winchester Savings Bank customer or authorized user, and the words "we", "us", "our", and "Winchester Savings Bank" mean Winchester Savings Bank.

- 1. The Understanding Your Deposit Account disclosure including the Electronic Funds Transfer disclosure still Apply.** Your use of your Visa Check Card is governed by an Understanding Your Deposit Account disclosure (for debit cards), including any attachments, which are amended by these Terms ("Understanding Your Deposit Account disclosure"). The Understanding Your Deposit Account disclosure may describe, for example, the applicable fees, interest, and other rights and obligations that apply when you use a Visa Check Card. The Understanding Your Deposit Account disclosure still applies to your use of a Visa Check Card in the Wallet. In the event of any conflict between these Terms and the Understanding Your Deposit Account disclosure, the terms and conditions of these Terms control but only to the extent necessary to eliminate the conflict. You understand that your use of the Wallet will also be subject to agreements or Terms of Service with each Wallet provider ("Wallet Provider") or other third parties such as wireless companies or data service providers.
- 2. Using a Visa Check Card in the Wallet.** If you want to add a Visa Check Card to the Wallet using Apple Pay, Google Pay or Samsung Pay (each, a "Wallet Provider"), you must follow the procedures adopted by each Wallet Provider and any further procedures we adopt. The Wallet allows you to make purchases using an added Visa Check Card wherever the Wallet is accepted. The Wallet may not be accepted at all places where your Visa Check Card is accepted. You understand that not all Visa Check Cards are eligible to be added to the Wallet. We reserve the right to not add a Visa Check Card to the Wallet if we cannot authenticate the Visa Check Card or if we otherwise suspect that there may be fraud associated with the Visa Check Card.
- 3. Applicable Fees.** We do not charge you any fees for adding a Visa Check Card to the Wallet. Please consult the Understanding Your Deposit Account disclosure for any applicable fees or other charges associated with your Visa Check Card and your deposit account. In addition, Wallet Providers or other third parties, such as wireless companies or data service providers, may charge you service fees in connection with your use of your Mobile Device or the Wallet.
- 4. Winchester Savings Bank is NOT Responsible for the Use or Function of the Wallet.** Each Wallet Provider is solely responsible for its use and function. We are only responsible for the Visa Check Card in accordance with the Understanding Your Deposit Account disclosure. You should contact the Wallet Provider's customer service if you have questions concerning how to use the Wallet or about any problems with the Wallet. **We are not responsible for any failure of the Wallet or your inability to use the Wallet for any transaction, including without limitation your inability to use your Visa Check Card using the Wallet. We are also not responsible for any loss, injury or inconvenience you suffer as a result of a merchant refusing to accept the Wallet, including without limitation your inability to use your Visa Check Card using the Wallet.**
- 5. Your Responsibilities to Keep Your Visa Check Card Secure and Notify Us of Errors or Fraud.** You agree to protect your Visa Check Card and to protect and keep confidential your User ID, passwords, and all other information required for you to make purchases with your Visa Check Card using the Wallet. If you share these credentials with others, they may be able to access your Wallet and make purchases with your Visa Check Card or obtain your personal information. The Understanding Your Deposit Account disclosure requires you to contact us promptly if you believe there are errors or if you suspect fraud with your Visa Check Card. We will resolve any potential error or fraudulent purchase in accordance with the Understanding Your Deposit Account disclosure. We will not be liable for any losses you incur except as specifically described in the Understanding Your Deposit Account disclosure or as otherwise provided by law.
- 6. Security of the Wallet.** In addition to your efforts to keep your credentials secure, we take reasonable steps to ensure that information sent to others concerning your use of a Visa Check Card in the Wallet is sent in a secure manner. However, the Wallet Provider is responsible for the security of information provided to it or stored in the Wallet. **We are not responsible if there is a security breach affecting any information stored in or sent from the Wallet.**

7. **We Can Block, Suspend, or Cancel Your Use of a Visa Check Card.** We can refuse to allow you to add an otherwise eligible Visa Check Card to the Wallet, suspend your ability to use a Visa Check Card to make purchases using the Wallet, or cancel entirely your ability to continue to use a Visa Check Card in the Wallet. **We may take these actions at any time and for any reason**, such as if we suspect fraud with your Visa Check Card, if you have an overdue or negative balance on your Visa Check Card account, or if applicable laws change. You may remove a Visa Check Card from the Wallet by following the Wallet Provider's procedures for removal.
8. **Our Commitment to Your Privacy.** We are committed to respecting the privacy of your information and we will not share your information in a manner that is inconsistent with Winchester Savings Bank's Privacy Notice.
9. **Use of Your Information.** Each Wallet Provider may use your information for different purposes, so please review carefully the portion of the Wallet Provider's agreements and disclosures relating to how it uses your information. You agree that we may exchange information about you with the Wallet Provider and Visa to facilitate any purchase you initiate using a Visa Check Card. We may also share your information to make information available to you in the Wallet about your Visa Check Card transactions, or to assist the Wallet Provider in improving the Wallet. **By adding your Visa Check Card to the Wallet, you are changing your information use and sharing choices to allow all such sharing.**
10. **You Agree to Allow Us to Contact You Electronically.** You agree to receive electronic communications from us, including emails to the email address you have provided in connection with your Visa Check Card account. These electronic communications will relate to your use of the Visa Check Card in the Wallet. You agree to update your email address when it changes by contacting us using the contact information in the Understanding Your Deposit Account disclosure. You may also contact us if you wish to withdraw your consent to receive these electronic communications, but doing so will result in your inability to continue to use your Visa Check Card in the Wallet.
11. **We May Change these Terms at Any Time.** We may at any time change these Terms or the Understanding Your Deposit Account disclosure, and we will provide advance notice of these changes if we are required to do so under applicable laws. The date of the most recent change to these Terms is shown at the bottom of these Terms. You agree to any such changes if you continue to use your Visa Check Card using the Wallet. If you do not accept a change to these Terms or to the Understanding Your Deposit Account disclosure, you must remove all Visa Check Card from all Wallets.
12. **Questions?** If you have any questions, disputes, or complaints about the Wallet, you should contact the Wallet Provider. If you have any questions, disputes, or complaints about your Visa Check Card, you should contact us by referring to the contact information in the Understanding Your Deposit Account disclosure.