



Digital Wallet Terms and Conditions

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**Farmers & Merchant Bank Debit Card Terms of Use for Digital Wallet
April 2018**

These Terms of Use (the “Terms”) apply when you add an eligible F&M Debit Card to a Digital Wallet (“Wallet”). In these Terms, “you” and “your” refer to the cardholder of the F&M Debit Card, and “we”, “our”, and “F&M” refer to the issuer of your F&M Debit Card, which is Farmers & Merchants Bank of Long Beach. When you add an F&M Debit Card to the “Wallet” you agree to these Terms.

1. **Digital Wallet.** Your Digital Wallet allows you to store virtual representations of credit and debit cards on your supported wireless mobile device to make contactless payments at select merchants utilizing the merchant’s contactless terminal or in-app or other digital commerce payments at merchants participating in the Digital Wallet service.
2. **Adding your F&M Debit Card.** You can add an eligible F&M Debit Card to the Wallet by following the instructions of the Wallet provider. Only those F&M Cards that we specify and approve are eligible and can be added to the Wallet. When you add an F&M Debit Card to the Wallet, the Wallet allows you to use the F&M Debit Card to enter into transactions wherever the Wallet is accepted. The Wallet may not be accepted at all places where your F&M Debit Card is accepted.
3. **Your F&M Deposit Account Agreement and Disclosure Statement Continues to Apply.** These Terms form a part of and are in addition to the following deposit accounts offered by the Bank and their applicable “Deposit Agreements”:

Personal Deposit Accounts:

Market Rate Money Market, Health Savings Account, Bronze Checking, Teen Checking, College Checking, Senior Checking, Silver Checking, Gold Checking and Platinum Checking.

- Terms and Conditions of Your Account and
- Electronic Fund Transfer Agreement And Disclosure Statement

Business Deposit Accounts:

Business Checking and Business Market Rate Money Market

- MasterCard Debit Business Card Access Agreement and Disclosure Statement
- Electronic Fund Transfer Agreement And Disclosure Statement

In the event of conflicts between the terms of these Terms and the terms of the Deposit Agreements, the terms of these Terms shall control. The terms of the Deposit Account Agreements continue to apply to your F&M Debit Card and do not change when you add your F&M Debit Card to the Wallet. The Wallet simply provides another method for you to make purchases with your F&M Debit Card. Any applicable interest, fees, and charges that apply to your F&M Debit Card will also apply when you use the Wallet to access your F&M Debit Card.

4. **Third Party Fees and Charges.** F&M does not charge you any additional fees for adding your F&M Debit Card to the Wallet or using the Wallet to pay for a transaction using your F&M Debit Card. Third parties such as wireless companies or data service providers may charge you fees for using the Wallet and you are responsible for any such wireless carrier data or usage fees incurred.

5. **F&M Is not Responsible for the Wallet.** F&M 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 F&M Debit 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.
6. **No Illegal Use.** You agree not to use your F&M Debit Card and the Wallet for illegal or fraudulent purposes, or any other purposes which are prohibited by the Wallet application license and these Terms. You further agree to use your F&M Debit Card and the Wallet in accordance with applicable law and regulations.
7. **Security.** You are responsible for keeping your wireless mobile device and the application private and secure from unauthorized use. After obtaining the Wallet application, you should secure your wireless mobile device with the same care you would your F&M Debit Card, cash, checks and other personal identification numbers and passwords in order to avoid unauthorized use of your F&M Debit Card account(s). If you share your credentials with any other person, they may be able to use your mobile device and get access to the Wallet service. You should call use immediately if you believe your wireless mobile device or authentication credentials have been lost, stolen or compromised in any way or an unauthorized person has used or may use your credentials without your authorization.
8. **Privacy.** Your privacy and the security of your information are important to us. The U.S. Consumer Privacy Notice (available online at <https://www.fmb.com/privacy>) applies to your use of your F&M Debit Card with the Wallet. You agree that we may share your information with the Wallet provider and its agents, any payment network, and others in order to provide the services you have requested, to make information available to you about your F&M Debit Card transactions, and to improve your ability to use these services. This information helps us to enable you to add your F&M Debit Card to the Wallet and to maintain your F&M Debit Card for use within the Wallet. We do not control the privacy and security of your information that may be held by the Wallet provider and its agents, and that is governed by the privacy policy given to you by the Provider. When you add your F&M Debit Card in and use of the Wallet, personal information you provide about you and your card are transmitted through third party connections and may be collected by the Wallet provider in order to determine your eligibility and otherwise enable you to use the Wallet. Because we do not operate or control these third party connections, we cannot guarantee the security or privacy of the transmissions of your information.
9. **Removing Your F&M Debit Card from the Wallet.** You should contact the Wallet provider to determine how to remove your F&M Debit Card from the Wallet. If you remove your F&M Debit Card from the Wallet application and service and subsequently add your F&M Debit Card back into the Wallet, your use of the Wallet will be subject to the F&M Terms of Use for the Wallet then in effect. Except as otherwise required by applicable law, we reserve the right to restrict, suspend or terminate your use of your F&M Debit Card with the Wallet at any time without notice and for any reason, including if you violate these Terms or the terms of the Deposit Account Agreements. This right to restrict, suspend or terminate your F&M Debit Card may be at any time and from time to time and either temporarily or permanently. You further understand and acknowledge that the Wallet provider may suspend your ability to use your F&M Debit Card with the Wallet service in accordance with the terms and conditions you agree to when enrolling in the Wallet. You agree that we will not be liable to you or any third party for any restriction, suspension or termination of your use of your F&M Debit Card with the Wallet.
10. **Terminating or Changing these Terms.** We can terminate these Terms at any time with or without prior advance notice, however, we will provide notice if required by law. We can also change these Terms, or add or delete any

terms in these Terms, at any time. You cannot change these terms, but you can terminate these Terms at any time by removing your F&M Debit Card from the Wallet.

11. **DISCLAIMER OF WARRANTIES.** You expressly acknowledge and agree that the use of the Wallet is at your sole risk. To the extent permitted by applicable law, the ability to use your F&M Debit Card with the Wallet 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 F&M, on behalf of itself and its suppliers, hereby disclaims all warranties and conditions with respect to the Wallet, whether 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. We, on behalf of ourselves and our suppliers, also do not warrant against interference with your enjoyment of the Wallet, or that the functions contained in the Wallet service, or services performed or provided by the Wallet provider, will meet your requirements, that the operation or availability of the Wallet will be uninterrupted or error-free, or that defects in the Wallet will be corrected. No oral or written information or advice given by F&M, any of its authorized representatives or any third party shall create any warranty to you.

Access, use and maintenance of the Wallet depend on the Wallet provider and the networks of wireless carriers. F&M does not operate the Wallet service or such networks and has no control over their operations. F&M will not be liable to you for any circumstances that interrupt, prevent or otherwise affect the functioning of the Wallet, such as unavailability of the Wallet service or your wireless service, communications, network delays, limitations on wireless coverage, system outages, or interruption of a wireless connection. F&M disclaims any responsibility for the Wallet service or any wireless service used to access, use or maintain the Wallet.

Use of the Wallet involves the electronic transmission of personal information through third party connections. Because we do not operate or control these connections, we cannot guarantee the privacy or security of these data transmissions. Additionally, your supported wireless mobile device's browser is generally pre-configured by your wireless carrier. Check with the Wallet provider and your wireless carrier for information about their privacy and security practices. For personal or confidential information sent to or from F&M over the internet from your supported wireless mobile device, we reserve the right to limit such connections to "secure sessions" that have been established using transportation layer security or other security standards we select.

We make no guarantees about the information shown in the Wallet service. We also are not responsible for your supported wireless mobile device or the software or hardware it contains and make no representations, warranties, or guarantees regarding the same.

This Section shall survive any termination of these Terms.

12. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL F&M, ITS DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR DEATH, PERSONAL INJURY, PROPERTY DAMAGE, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL OR FINANCIAL DAMAGES, LOST REVENUES, OR OTHER LOSSES OF ANY KIND, ARISING OUT OF THESE TERMS OF USE OR IN ANY WAY RELATED TO YOUR USE OR INABILITY TO USE ANY F&M DEBIT CARD WITH THE WALLET SERVICE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH

DAMAGES. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

NOTHING IN THESE TERMS OF USE SHALL OPERATE SO AS TO EXCLUDE OR LIMIT OUR OR OUR SUPPLIERS' LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW. Federal law and the laws of certain states or other jurisdictions may not allow the exclusion or limitation of certain damages. If these laws apply, some or all of the above exclusions or limitations may not apply to you, and you may have rights in addition to those contained in these Terms.

This Section shall survive any termination of these Terms.

13. Notices and Electronic Communications

You consent to receive electronic communications and disclosures from us in connection with your F&M Debit Card and the Wallet. You agree that we can contact you by email at any email address you provide us in connection with any F&M account. We can also provide notices to you concerning these Terms and your use of your F&M Debit Card with the Wallet by posting the material on our website (www.fmb.com), by calling you at the telephone number you provide to us, or by contacting you at the current address we have on file for you. You further agree to update your contact information with us when it changes.

14. Governing Law and Disputes. These Terms are governed by federal law and, to the extent state law applies, the laws of the state that apply to the agreement under which your F&M Debit Card is covered. Disputes arising out of or relating to these Terms will be subject to any dispute resolution procedures in your Deposit Account Agreements.

15. Questions. If you have any questions, disputes, or complaints about the use of your F&M Debit Card with the Wallet, contact the Wallet provider using the information given to you by the provider. If you have questions, disputes, or complaints about your F&M Debit Card, then please contact us at: 1-562-344-2346.

**Farmers & Merchant Bank Credit Card Terms of Use for Digital Wallet
December 2016**

These Terms of Use (the “Terms”) apply when you add an eligible F&M Visa[®] Credit Card to a Digital Wallet (“Wallet”). In these Terms, “you” and “your” refer to the cardholder of the F&M Credit Card, and “we”, “our”, and “F&M” refer to the issuer of your F&M Credit Card, which is Farmers & Merchants Bank of Long Beach. When you add an F&M Credit Card to the “Wallet” you agree to these Terms.

1. **Digital Wallet.** Your Digital Wallet allows you to store virtual representations of credit and debit cards on your supported wireless mobile device to make contactless payments at select merchants utilizing the merchant’s contactless terminal or in-app or other digital commerce payments at merchants participating in the Digital Wallet service.
2. **Adding your F&M Credit Card.** You can add an eligible F&M Credit Card to the Wallet by following the instructions of the Wallet provider. Only those F&M Cards that we specify and approve are eligible and can be added to the Wallet. When you add an F&M Credit Card to the Wallet, the Wallet allows you to use the F&M Credit Card to enter into transactions wherever the Wallet is accepted. The Wallet may not be accepted at all places where your F&M Credit Card is accepted.
3. **Your F&M Credit Card Visa Agreement and Disclosure Statement Continues to Apply.** These Terms form a part of and are in addition to your Classic / Gold / Platinum F&M Visa Agreement and Disclosure Statement (Consumer), F&M Visa Credit Card Agreement and Disclosure Statement (Consumer), Visa Platinum Business Bankcard Agreement or F&M Business Visa Credit Card Agreement for your F&M Credit Card(s) (“Credit Card Agreement”). In the event of conflicts between the terms of these Terms and the terms of the Credit Card Agreement, the terms of these Terms shall control. The terms of the Credit Card Agreement continue to apply to your F&M Credit Card and do not change when you add your F&M Credit Card to the Wallet. The Wallet simply provides another method for you to make purchases with your F&M Credit Card. Any applicable interest, fees, and charges that apply to your F&M Credit Card will also apply when you use the Wallet to access your F&M Credit Card.
4. **Third Party Fees and Charges.** F&M does not charge you any additional fees for adding your F&M Credit Card to the Wallet or using the Wallet to pay for a transaction using your F&M Credit Card. Third parties such as wireless companies or data service providers may charge you fees for using the Wallet and you are responsible for any such wireless carrier data or usage fees incurred.
5. **F&M Is not Responsible for the Wallet.** F&M 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 F&M Credit 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.
6. **No Illegal Use.** You agree not to use your F&M Credit Card and the Wallet for illegal or fraudulent purposes, or any other purposes which are prohibited by the Wallet application license and these Terms. You further agree to use your F&M Credit Card and the Wallet in accordance with applicable law and regulations.
7. **Security.** You are responsible for keeping your wireless mobile device and the application private and secure from unauthorized use. After obtaining the Wallet application, you should secure your wireless mobile device with the

same care you would your F&M Credit Card, cash, checks and other personal identification numbers and passwords in order to avoid unauthorized use of your F&M Credit Card account(s). If you share your credentials with any other person, they may be able to use your mobile device and get access to the Wallet service. You should call use immediately if you believe your wireless mobile device or authentication credentials have been lost, stolen or compromised in any way or an unauthorized person has used or may use your credentials without your authorization.

8. **Privacy.** Your privacy and the security of your information are important to us. The U.S. Consumer Privacy Notice (available online at <https://www.fmb.com/privacy>) applies to your use of your F&M Credit Card with the Wallet. You agree that we may share your information with the Wallet provider and its agents, any payment network, and others in order to provide the services you have requested, to make information available to you about your F&M Credit Card transactions, and to improve your ability to use these services. This information helps us to enable you to add your F&M Credit Card to the Wallet and to maintain your F&M Credit Card for use within the Wallet. We do not control the privacy and security of your information that may be held by the Wallet provider and its agents, and that is governed by the privacy policy given to you by the Provider. When you add your F&M Credit Card in and use of the Wallet, personal information you provide about you and your card are transmitted through third party connections and may be collected by the Wallet provider in order to determine your eligibility and otherwise enable you to use the Wallet. Because we do not operate or control these third party connections, we cannot guarantee the security or privacy of the transmissions of your information.
9. **Removing Your F&M Credit Card from the Wallet.** You should contact the Wallet provider to determine how to remove your F&M Credit Card from the Wallet. If you remove your F&M Credit Card from the Wallet application and service and subsequently add your F&M Credit Card back into the Wallet, your use of the Wallet will be subject to the F&M Terms of Use for the Wallet then in effect. Except as otherwise required by applicable law, we reserve the right to restrict, suspend or terminate your use of your F&M Credit Card with the Wallet at any time without notice and for any reason, including if you violate these Terms or the terms of the Credit Card Agreement. This right to restrict, suspend or terminate your F&M Credit Card may be at any time and from time to time and either temporarily or permanently. You further understand and acknowledge that the Wallet provider may suspend your ability to use your F&M Credit Card with the Wallet service in accordance with the terms and conditions you agree to when enrolling in the Wallet. You agree that we will not be liable to you or any third party for any restriction, suspension or termination of your use of your F&M Credit Card with the Wallet.
10. **Terminating or Changing these Terms.** We can terminate these Terms at any time with or without prior advance notice, however, we will provide notice if required by law. We can also change these Terms, or add or delete any terms in these Terms, at any time. You cannot change these terms, but you can terminate these Terms at any time by removing your F&M Credit Card from the Wallet.
11. **DISCLAIMER OF WARRANTIES.** You expressly acknowledge and agree that the use of the Wallet is at your sole risk. To the extent permitted by applicable law, the ability to use your F&M Credit Card with the Wallet 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 F&M, on behalf of itself and its suppliers, hereby disclaims all warranties and conditions with respect to the Wallet, whether 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. We, on behalf of ourselves and our suppliers, also do not warrant against interference with your enjoyment of the Wallet, or that the functions contained in the Wallet service, or services performed or provided by the Wallet provider, will meet your requirements, that the operation or availability of the Wallet will be uninterrupted or error-free, or that defects in the Wallet will be corrected. No oral or written

information or advice given by F&M, any of its authorized representatives or any third party shall create any warranty to you.

Access, use and maintenance of the Wallet depend on the Wallet provider and the networks of wireless carriers. F&M does not operate the Wallet service or such networks and has no control over their operations. F&M will not be liable to you for any circumstances that interrupt, prevent or otherwise affect the functioning of the Wallet, such as unavailability of the Wallet service or your wireless service, communications, network delays, limitations on wireless coverage, system outages, or interruption of a wireless connection. F&M disclaims any responsibility for the Wallet service or any wireless service used to access, use or maintain the Wallet.

Use of the Wallet involves the electronic transmission of personal information through third party connections. Because we do not operate or control these connections, we cannot guarantee the privacy or security of these data transmissions. Additionally, your supported wireless mobile device's browser is generally pre-configured by your wireless carrier. Check with the Wallet provider and your wireless carrier for information about their privacy and security practices. For personal or confidential information sent to or from F&M over the internet from your supported wireless mobile device, we reserve the right to limit such connections to "secure sessions" that have been established using transportation layer security or other security standards we select.

We make no guarantees about the information shown in the Wallet service. We also are not responsible for your supported wireless mobile device or the software or hardware it contains and make no representations, warranties, or guarantees regarding the same.

This Section shall survive any termination of these Terms.

12. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL F&M, ITS DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR DEATH, PERSONAL INJURY, PROPERTY DAMAGE, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL OR FINANCIAL DAMAGES, LOST REVENUES, OR OTHER LOSSES OF ANY KIND, ARISING OUT OF THESE TERMS OF USE OR IN ANY WAY RELATED TO YOUR USE OR INABILITY TO USE ANY F&M CREDIT CARD WITH THE WALLET SERVICE, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

NOTHING IN THESE TERMS OF USE SHALL OPERATE SO AS TO EXCLUDE OR LIMIT OUR OR OUR SUPPLIERS' LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW. Federal law and the laws of certain states or other jurisdictions may not allow the exclusion or limitation of certain damages. If these laws apply, some or all of the above exclusions or limitations may not apply to you, and you may have rights in addition to those contained in these Terms.

This Section shall survive any termination of these Terms.

13. Notices and Electronic Communications

You consent to receive electronic communications and disclosures from us in connection with your F&M Credit Card and the Wallet. You agree that we can contact you by email at any email address you provide us in connection with

any F&M account. We can also provide notices to you concerning these Terms and your use of your F&M Credit Card with the Wallet by posting the material on our website (www.fmb.com), by calling you at the telephone number you provide to us, or by contacting you at the current address we have on file for you. You further agree to update your contact information with us when it changes.

14. **Governing Law and Disputes.** These Terms are governed by federal law and, to the extent state law applies, the laws of the state that apply to the agreement under which your F&M Credit Card is covered. Disputes arising out of or relating to these Terms will be subject to any dispute resolution procedures in your F&M Credit Card Agreement.
15. **Questions.** If you have any questions, disputes, or complaints about the use of your F&M Credit Card with the Wallet, contact the Wallet provider using the information given to you by the provider. If you have questions, disputes, or complaints about your F&M Credit Card, then please contact us at: 1-866-558-7687.