

Terms for Adding Your Primis Card to a Third Party Digital Wallet

These Terms for Adding Your Primis Card to a third-party Digital Wallet (the “Terms”) apply when you choose to add a Primis debit card (“Card,” or “Primis Card”) to a Digital Wallet, such as Apple Pay®, Samsung Pay, Google Pay or any other digital wallet owned or operated by a third party (collectively referred to as “Digital Wallet” or “Wallet”). In these Terms, “you” and “your” refer to the cardholder of the Primis Card, and “we,” “us,” “our,” and “Primis” refer to the issuer of your Card, Primis Bank.

By adding your Card to a Digital Wallet, you represent that you have the power, authority and capacity to accept these Terms as a legally binding agreement. You further acknowledge and agree to the terms and conditions provided herein and the terms and conditions disclosed in of the following materials (i) Terms and Conditions of Your Account, (ii) Electronic Funds Transfers Your Rights and Responsibilities, (iii) Truth-in-Savings Disclosure, and (iv) any future amendments to these agreements or any other agreements applicable to a Card, on and after such time as these materials are made available to you (collectively, the “Agreement”). Primis reserves the right to change these Terms at any time and without notice as permitted by applicable law. Changes to these Terms will be available at primisbank.com. Your continued use of the Digital Wallet constitutes agreement to such changes.

IF YOU DO NOT AGREE TO THESE TERMS, DO NOT ADD YOUR CARD TO ANY DIGITAL WALLET.

1. **Adding Your Card.** You can add an eligible Primis Card to the Wallet by following the instructions of the Wallet provider. Only eligible Cards can be added to the Wallet. If your Card or underlying account is not in good standing or if you are not a member in good standing of Primis, your Card will not be eligible to enroll in the Wallet. Primis reserves the right to deny enrollment of any Card. When you add a Primis Card to a Wallet, the Wallet allows you to use the Card to enter into transactions where the Wallet is accepted. The Wallet may not be accepted at all places where your Primis Card is accepted.
2. **Your Primis Card Terms Do Not Change.** The Agreement governing your Card does not change when you add your Card to a Wallet. The Wallet simply provides another way for you to make purchases with the Card. Any applicable interest, fees, and charges that apply to your Card will also apply when you use the Wallet to access your Card. Primis currently does not charge you any additional fees for adding your Card to a Wallet or using your Card in a Wallet to make purchases. The Wallet provider and other third parties such as wireless companies or data service providers may charge you fees.
3. **Primis Is Not Responsible for the Wallet.** Primis is not the provider of any Wallet, and we are not responsible for providing the Wallet service to you or for the security, accuracy, legality, or any other aspect of the content or function of the Wallet or any third party’s products or services provided in connection with the Wallet. We are only responsible for supplying information securely to the Wallet provider to allow your use of your Card in the Wallet. We are not responsible for any failure of any Wallet or your inability to use the Wallet for any transaction. We are not responsible if there is a security breach affecting

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

4. **Securing Your Wallet.** You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using your Card in a Wallet. You are solely responsible maintaining the confidentiality and security of your Wallet, your IDs, passwords and any other means that you may have from time to time to access the Wallet and the device you use to access it. If you share your credentials with other people, they may be able to access and use your Wallet, make purchases using your Card and obtain your personal information. It is recommended that you use tracking features (e.g. "Find My iPhone") to avoid loss of your device. You should notify both Primis and the Wallet provider and request that we cancel your Card if the device containing your Primis Card information is lost or stolen.
5. **Contacting You Electronically and by Email.** You consent to receive electronic communications and disclosures from us in connection with your Card and the applicable Wallet. You agree that we have the right to contact you by email at any email address you provide to us in connection with any Primis account. 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.
6. **Removing Your Primis Card from the Wallet.** You should contact the applicable Wallet provider regarding removal of your Card from the Wallet. Upon your request (at any time), Primis can also block a Card from being used in a Wallet, though we may require that you submit the request in writing.
7. **Governing Law and Disputes.** These Terms are governed by federal law and, to the extent that state law applies, the governing state law applicable to the agreement under which your Primis Card is covered. Disputes arising out of or relating to these Terms will be subject to any dispute resolution procedures provided in such agreement.
8. **Suspension.** We reserve the right to discontinue supporting any Digital Wallet at any time. Except as otherwise required by applicable law, we reserve the right to suspend your ability to use a Card to make purchases using the Digital Wallet. We may take these actions at any time, for any reason and without prior notice to you, including if you violate the Terms or any of your Agreements with us. You agree we will not be liable to you or any third party for any suspension of your use of a Card in a Wallet.
9. **Ending or Changing these Terms; Assignments.** As noted above, we have the right to amend, modify, or terminate these Terms at any time in our sole discretion. We will provide notice if required by law. We can also assign these Terms. You cannot change these Terms, but you can terminate these Terms at any time by removing all Primis Cards from the Wallet. You may not assign these Terms.
10. **Privacy.** Your privacy and the security of your information are important to us. Our Privacy Notice (available online at [Privacy Notice- Primis Bank](#)) applies to your use of your Primis

Card in the Wallet. You understand and agree that we may share your information with the Wallet provider, a payment network, and others in order to provide the services you have requested, to make information available to you about your Card transactions, and to improve our ability to offer these services. This information helps us to add your Card to the Wallet and to maintain the Wallet. We do not control the privacy and security of your information that may be held by the Wallet provider or other third parties and that is governed by the privacy policy given to you by the Wallet provider or such other third parties.

11. **Indemnity.** You agree to indemnify, defend, and hold Primis harmless from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of your use of a Digital Wallet, any negligent or intentional act or omission by you, and/or your breach of the Terms. You agree that this paragraph shall survive the termination of this agreement for any reason.
12. **No Liability to Us for Your Use of a Digital Wallet Service.** YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF A DIGITAL WALLET SERVICE IS AT YOUR SOLE RISK. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WALLET IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND PRIMIS IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE. PRIMIS MAKES NO REPRESENTATION OR WARRANTY AS TO THE COMPLETENESS, ACCURACY, RELIABILITY, OR CURRENCY OF ANY INFORMATION OR DATA THAT YOU OBTAIN THROUGH THE USE OF A WALLET.
13. **Notices.** We can provide notices to you concerning these Terms and your use of any Primis Card in the Wallet 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 mailing the notice to you at the current address we have on file for you. Except where written notice is required, you may contact us by phone at: 1-833-4PRIMIS (833-477-4647).
14. **Questions.** If you have any questions, disputes, or complaints about the Wallet, contact the Wallet provider using the information given to you by the provider. If your question, dispute, or complaint is about your Primis Card, then contact us at: 1-833-4PRIMIS (833-477-4647) or write to us at: PO Box 2075, Ashland, VA 23005.