



Digital Wallet Terms of Use

These Terms of Use apply to your First Dakota National Bank Debit Card, Loft Debit Card or First Dakota Business Debit Card, referred to as the “Debit Card”, when you choose to add your card to a digital wallet app, referred to as the ‘Wallet’, sponsored by Samsung Pay, Apple Pay or Google Pay, referred to as the “Wallet Provider”. The terms “you” or “your” refer to the cardholder of the Debit Card. “We”, “us”, “our” or “First Dakota” refers to First Dakota National Bank.

Your Debit Card and Terms and Conditions of Your Account do not change

The Terms and Conditions, agreements and disclosures that govern your First Dakota account and use of your Debit Card and use of digital banking do not change when your Debit Card is added to the Wallet. Any limits on the frequency or dollar amount of your Debit Card transactions still apply to transactions completed in the Wallet.

Adding your Debit Card to the Wallet

You must follow the instruction of the Wallet Provider to add your Debit Card to the Wallet. First Dakota may require additional verification when you add your Debit Card to the Wallet. The Wallet allows you to enter into transactions where the Wallet is accepted. The Wallet may not be accepted at all places your Debit Card is accepted.

First Dakota National Bank is not responsible for the Wallet

First Dakota is not the Wallet Provider. We are responsible for supplying information to the Wallet Provider to allow your Debit Card to be used in the Wallet. We will securely send information to the Wallet Provider as needed to process transactions initiated by using the Debit Card in the Wallet. We are not responsible for the Wallet service to you. First Dakota is not responsible for performance or non-performance of the Wallet Provider or any other third parties that may impact the use of the Wallet. We are not responsible for any failures of the Wallet, for any errors, delays caused by or the inability to use the Wallet for any transactions. You are responsible for the transactions processed using your Debit Card in the Wallet which includes the completeness and accuracy of the information entered.

Fees

First Dakota will not charge you any additional fees to add your Debit Card to the Wallet. Any underlying fees or charges that apply to the use of your Debit Card also apply when you use your Debit Card in the Wallet. The Wallet Provider and other third parties such as wireless companies or data service providers may charge you fees.

Security of your mobile device

You agree to protect and keep confidential your user ID, device lock code, PIN and all information necessary to use the Wallet for purchases. If you share this information with others, they may be able to access your Wallet and complete purchases. You are responsible for all transactions you complete using the Wallet and purchases transacted by others with your authorization. Secure your mobile device as if it

is your Debit Card. If your mobile device is lost, stolen, or you believe the device has been compromised, contact us immediately at 800-486-4712.

Removing your Debit Card from the Wallet

To remove your Debit Card from the Wallet you will need to follow the instructions provided by the Wallet Provider.

Your Privacy

Your privacy and security of your information is important to us. You agree we may share your information with the Wallet Provider, a payment network, or other providers to allow the services you have requested and to make information available to you about your Debit Card transactions. We are not responsible for, and do not control, the privacy and security of your information that may be held by the Wallet Provider. You agree First Dakota is not liable for any loss, injury or harm that may arise out of or by a data breach suffered by the Wallet Provider.

Laws Governing and Disputes

These Digital Wallet Terms are governed by federal law and the laws of the State of South Dakota.

Terminating or Amending the Wallet Terms

First Dakota may terminate the Wallet Terms at any time. We may also change the Terms or add or delete any items in the Terms at any time. Notice of change of Terms will be provided to you if required by law. You cannot change the Terms but you are able to terminate the Terms at any time by removing your Debit Card from the Wallet.

Limitation of Liability

You agree to indemnify, defend and hold, First Dakota, harmless from and against any and all losses, claims, damages, liabilities, regulatory or civil actions, costs or expenses (including any attorneys' fees) that arise out of or are based upon; (a) the failure of you, any Wallet, or any Wallet Provider to conform to applicable law; (b) the negligence or intentional action or inaction of you or any Wallet Provider; (c) any breach by you of any term, condition, representation or any other portion of these Terms; or (d) any breach by you, any Wallet Provider of any term, condition, representation or any other portion of any Wallet agreement. Your indemnification obligations set forth herein shall survive termination or expiration of these Terms.