

## Terms for Adding Your Amalgamated Bank Debit Card to a Digital Wallet

The following Terms for Adding Your Amalgamated Bank Debit Card to a Digital Wallet (the "Terms") apply when you choose to add an Amalgamated Bank debit card ("debit card") to a Digital Wallet ("Wallet"). Throughout the Terms, the words 'Bank', 'we', 'our', and 'us' refer to Amalgamated Bank. The words 'you' and 'your' mean the person(s) whose card(s) may be enrolled in the Wallet. When you add your Amalgamated Bank card to the Wallet, you agree to the following Terms:

- 1. Adding your Amalgamated Bank debit card. You can add an eligible Amalgamated Bank debit card to the Wallet by following the instructions of the Wallet provider. When you add your Amalgamated Bank debit card to the Wallet, the Wallet enables you to use that card to complete eligible transactions wherever the Wallet is accepted. Please note that the Wallet may not be accepted or available for use at all locations where your debit card is accepted.
- 2. The terms of your Amalgamated Bank debit card do not change. The terms and conditions governing your Amalgamated Bank debit card and related account do not change when you add your debit card to the Wallet. Instead, the Wallet simply offers you an alternative means for completing transactions with your debit card.
- **3. Fees.** Any applicable fees and/or charges that would apply when using your debit card to complete a transaction will also apply when you use the Wallet to access your debit card. We do not charge any incremental fees for adding your debit card to the Wallet, or for using your debit card within the Wallet. However, the Wallet provider and other third party providers such as wireless companies or data service providers may charge you fees.
- 4. We are not responsible for the Wallet. We are not the owner or provider of the Wallet, and we are not responsible for providing the Wallet service to you. Our responsibility is to supply information in a secure manner to the owner/provider of the Wallet so that your debit card can be added to and used within the Wallet. We are not responsible for any failure of

the Wallet, or for the inability to use the Wallet to complete transactions. We are not responsible for the performance of the Wallet provider or any other third parties regarding any agreement you enter into with them.

- 5. Removing your Amalgamated Bank debit card from the Wallet. You should follow the instructions of the Wallet provider if you would like to remove your debit card from the Wallet.
- 6. Governing Law and Other Terms. Regardless of where you access the Wallet, or live or work, these Terms and any dispute(s) arising out of or in connection with your use of the Wallet will be governed by the laws of the State of New York, without regard to its principles of conflicts of laws. You also consent to the exclusive jurisdiction of courts in the City and State of New York in connection with such disputes. You may not assign these Terms to another party. We may assign these Terms to any future, directly or indirectly, affiliated company. We may also assign or delegate certain of our rights and responsibilities under these Terms to independent contractors or other third-party service providers. We do not waive our rights by delaying or failing to exercise them at any time. The captions of sections/ paragraphs herein are for convenience only and do not control or affect the meaning or construction of any of the provisions of these Terms. We can change these Terms, or add or delete any items in these Terms, at any time. We will provide notice if required by law. You cannot change these Terms, but you can terminate these Terms at any time by removing your Amalgamated Bank debit card from the Wallet.
- 7. Privacy. Your privacy and the security of your information are important to us. Please note that our Privacy Notice, located online at <a href="www.amalgamatedbank.com/sites/default/files/Privacy\_Notice">www.amalgamatedbank.com/sites/default/files/Privacy\_Notice</a> applies to your use of your Amalgamated Bank debit card in the Wallet. You acknowledge and agree that we may share your information with the Wallet provider, payment networks, and others in order to provide the services you have requested, to make



information about your transactions available to you, and to improve our ability to offer these services. This information helps us to add your debit card to the Wallet and to maintain the Wallet. Please review the privacy policy information provided by the Wallet provider regarding the privacy and security of your information that they hold.

- 8. Notices. We can provide notices to you concerning these Terms and your use of your debit card in the Wallet by posting the material on our website (www. amalgamatedbank.com), through e-mail or telephone number you have provided to us, or by contacting you at the current address we have on file for you.
- **9. Questions.** If you have any questions, complaints, or issues concerning the Wallet, please contact the Wallet provider directly. If your question, complaint, or issue concerns your Amalgamated Bank debit card, please call us toll-free at 844-502-4747.