



Digital Wallet Disclosure for UMB Cardholders

REVISION DATE: February 11, 2019

Your agreement to these terms and conditions; definitions.

These Terms govern your use of any eligible UMB-branded debit or credit card (each, a "Payment Card") when you add, attempt to add, store or use a Payment Card on or to a website, mobile device application, or other electronic platform (a "Digital Wallet") provided or maintained by a person other than UMB Bank (each, a "Wallet Provider") for the purpose of completing transactions on an ongoing basis. The words "you" and "your" mean a UMB customer or authorized user to whom we have issued a Payment Card, and the words "we", "us", "our", "UMB", and "UMB Bank" mean UMB Bank, n.a.

These Terms are a legal agreement, so please read them carefully.

By clicking on the "Agree" button below, you agree to these Terms and Conditions ("Terms"). If you do not agree to these Terms, do not click "Agree". Each time you add a Payment Card to, or use a Payment Card in, a Digital Wallet you agree to these Terms. By seeking to add a Payment Card to your Digital Wallet, you have requested UMB to allow your use of the Payment Card to make transactions using the Digital Wallet. This means Payment Card transactions attempted or completed through a Digital Wallet are treated as if they were attempted or completed using your physical Payment Card.

Your Consent to Receive These Terms in Electronic Form

In order to use a Payment Card in a Digital Wallet, you must agree to these Terms using a form of electronic consent. When you click on the "**Agree**" button at the end of this document, or continue to store or use a Payment Card in a Digital Wallet, you consent to receive these Terms electronically and you consent to the Terms. Your consent to receive this document electronically applies to these Terms and to any changes that we may make to these Terms in the future. If you do not want to receive these Terms electronically, click the "**Disagree**" button below. You will not be able to use your UMB-branded Payment Cards in a Digital Wallet if you click "**Disagree**." If you revoke your consent to receive updates to these Terms electronically, we will cancel your ability to use UMB-branded Payment Cards in the Digital Wallet.

Your Card Agreement Also Applies

Addition of your Payment Card to a Digital Wallet does not replace any existing cardholder or account agreement between you and UMB, and any related disclosures, as such agreements are amended from time to time (collectively, as applicable to each type of Payment Card, an "Account Agreement"). To the extent expressly described here these Terms supplement your applicable Account Agreement for purposes of your use of the Digital Wallet. In the event of any conflict between these Terms and your Account Agreement, these Terms will control with respect to your use of a Payment Card with a Digital Wallet, but only to the extent of such conflict.

Your use of a Digital Wallet is also subject to any separate agreements or terms of use with the Wallet Provider or Providers that owns or operates it.

A Digital Wallet may allow you to use your Payment Card to purchase goods and services at any merchant who will accept it, subject to any transaction limits and other applicable terms, conditions, and limitations of your Account Agreement. A Digital Wallet may not be accepted at all places where your underlying Payment Card is accepted.

Using a Payment Card in a Digital Wallet

To add a Payment Card to a Digital Wallet, you must follow the Wallet Provider's procedures and any further procedures we adopt, which may include steps designed to authenticate your identity and your request to add a Payment Card to such Digital Wallet. You should only add a Payment Card to a Digital Wallet if you are the primary or supplementary cardholder and your name is embossed on the Payment Card. You are responsible for the accuracy of all information you provide in adding a Payment Card to a Digital Wallet. Not all Payment Cards are eligible to be added to a Digital Wallet. You may not be able to add a Payment Card to a Digital Wallet if we cannot authenticate your request or if we otherwise suspect that there may be fraud associated with the Payment



Card. If your Payment Card or associated UMB account is not in good standing, the Payment Card will not be eligible for storage or use in a Digital Wallet.

Mobile Digital Wallets

Some Digital Wallets are intended to be used on mobile devices, such as cellular telephones. As part of adding a Payment Card to a Digital Wallet for use with a mobile device, a Wallet Provider and/or the payment card networks may create a token, a "device account number," or other security element that is specific to your card and/or your device. This number or other security element may be used to facilitate Digital Wallet transactions without the need to store, use, or display the applicable UMB-issued Payment Card number on your mobile device or at a merchant location. By agreeing to add a Payment Card to your Digital Wallet for use with a particular device, you agree to the issuance of such security devices corresponding to your Payment Card for use in the Digital Wallet. Some Digital Wallets are only available on specific types of mobile devices. We do not by virtue of these Terms recommend, endorse, or provide any representation or warranty regarding any mobile device type or wireless data carrier. By attempting to add a Payment Card to a Digital Wallet for use with a mobile device, in order to prevent fraud, you authorize your wireless carrier and/or device manufacturer to disclose to us your name, mobile telephone number, mailing address, email address, device make and model, device operating system, and other information for the purposes of verifying your identity and your request to add a Payment Card.

Applicable Fees

UMB does not currently charge you any fees for adding a Payment Card to a Digital Wallet or for using a Payment Card in a Digital Wallet to complete or attempt to complete a transaction (except for fees that would otherwise be charged in connection with use of the Payment Card), but we reserve the right to do so in the future. Please refer to your Account Agreement or Fee Schedule, as applicable, for any other applicable fees, interest, or other charges associated with your Payment Card. In addition, Wallet Providers and other third parties, such as wireless companies or data service providers, may charge you fees in connection with your means of access to or use of a Digital Wallet.

UMB is NOT responsible for the Use or Function of any Digital Wallet

One or more Wallet Providers are the providers of any Digital Wallet and are solely responsible for its use and function. UMB is only responsible for the Payment Card as set forth in the applicable Account Agreement and for any validation or other obligations we may specifically agree to with a Wallet Provider in order to enable use of Payment Cards within a particular Digital Wallet. You should contact the applicable Wallet Provider if you have questions concerning how to use the Digital Wallet or problems with the Digital Wallet. Do not contact us if you believe that your Digital Wallet is not functioning properly unless you believe that your Payment Card entered into the Digital Wallet has been used without authorization by you or a person you have authorized to use your Payment Card. Contact us immediately when you discover that a mobile device in which you have entered your Payment Card, or which provides access to your Payment Card, has been lost or stolen. **We have no responsibility for the performance or non-performance of any Digital Wallet or any Wallet Provider in the provision or use of a Digital Wallet, for any failure of a Digital Wallet, or for your inability to use a Digital Wallet for any transaction. We are not responsible for any loss, injury or inconvenience you suffer as a result of a merchant refusing to accept a Digital Wallet or otherwise in conjunction with your adding, storing, or using a Payment Card on or to a Digital Wallet or attempting to do so. You agree not to assert against us or our affiliates any defenses, rights or claims you may have relating your use or inability to use a Digital Wallet. Except where we have specifically agreed with a particular Wallet Provider, Digital Wallets are provided exclusively by Wallet Providers and without warranty or representation from us. Digital Wallet functionality may be limited, interrupted, or delayed from time to time for reasons we do not control and without our knowledge.**

In no event will UMB or its affiliates, directors, officers, employees, agents, or authorized representatives be liable to you, whether in contract or tort or any other cause of action, for any direct, special, indirect, punitive, consequential or incidental damages or any other damages of any kind even if UMB or any other such party has been advised of the possibility thereof. This limitation on liability includes, but is not limited to, the transmission of any viruses which may infect a user's equipment, failure of mechanical or electronic equipment or communication lines, telephone or other internet problems (e.g., you cannot access your internet service provider), unauthorized



access, theft, operator errors, strikes or other labor problems or any force majeure. We cannot and do not guarantee continuous, uninterrupted or secure access to any Digital Wallet.

UMB does not warrant the information or services provided by a Digital Wallet or your use of any Digital Wallet generally, either expressly or impliedly, for any particular purpose and expressly disclaims any implied warranties, including but not limited to, warranties of title, non-infringement, merchantability or fitness for a particular purpose. We will not be responsible for any loss or damage that could result from interception by third parties of any information or services made available to you via a Digital Wallet.

Note that UMB may enter into agreements with Wallet Providers to support Payment Card use within a particular Digital Wallet. In the event of any conflict between these Terms and such agreements, those agreements shall control, but only to the extent of such conflict, and this provision does not render you an intended third-party beneficiary of such agreement.

Your Responsibilities to Keep Your Digital Wallet Credentials Secure and to Notify Us of Errors or Fraud

You agree not to make any username, password, fingerprint reader, or other security credentials that you use to access a Digital Wallet available to unauthorized individuals and to notify us immediately in the event you believe such credentials or your Payment Card account number, card number, personal identification number (PIN), or card verification value (CVV) has been compromised. Except as provided in your Account Agreement, you are solely responsible for financial transactions made using your Payment Card in a Digital Wallet. If you permit other individuals to use your credentials to access your Payment Card in a Digital Wallet, you are liable for any transactions that they authorize using your Payment Card. If you believe that there is a billing error on your Payment Card account, an unauthorized transfer from or charge to your Payment Card, or any other unauthorized transaction involving your Payment Card, you must contact us promptly and otherwise follow the procedures in your Account Agreement regarding notification of errors. We will investigate and resolve any such concerns as required by the Account Agreement. We will not be liable for any losses you incur except as specifically described in the Account Agreement or as otherwise required by law.

Loss of Your Mobile Device; Liability for Unauthorized Transfers

If your Digital Wallet is accessible from your mobile device, please notify us (and not just the applicable Wallet Provider) of any loss of your mobile device or associated security credentials so we can take steps to disable the use of your Payment Cards stored in the Digital Wallet. Notify us of any such loss in the same manner as you would notify us of a loss of your Payment Card under your Account Agreement. Your liability for unauthorized transfers will be determined under your Account Agreement, including any related disclosures.

Security of the Payment Card

In addition to your efforts to keep your credentials secure, we take reasonable steps to help ensure that information we send to others from your use of a Payment Card in a Digital Wallet is sent in a secure manner. However, the applicable Wallet Providers are responsible for the security of information provided to such provider or stored in a Digital Wallet. Except as otherwise required by law, **we are not responsible if there is a security breach affecting any information stored in a Digital Wallet or sent from a Digital Wallet.**

Termination of Payment Card Use

We can block you from adding an otherwise eligible Payment Card to a Digital Wallet, suspend your ability to use a Payment Card to make purchases using a Digital Wallet, or cancel entirely your ability to continue to use a Payment Card in a Digital Wallet for any reason, such as if we suspect fraud with your Payment Card, if you have an overdue or negative balance on your Payment Card account, if applicable laws change, or otherwise as set forth in the Account Agreement(s). Except as otherwise provided by applicable law, we may do any of this without any liability or advance notice to you. As specified in your agreements with them, Wallet Providers may also reserve the right to suspend or terminate your ability to use a particular Payment Card within a Digital Wallet.

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 our Privacy Notice, which we provide as required by law and generally make available on our website. The information you provide to any Wallet Provider is governed by such party's privacy



policy. A Wallet Provider may use your information for different purposes, so please review carefully the portion of the applicable Wallet Provider's privacy policy and other agreements relating to how such party uses your information. You agree that we may exchange information about you and your Payment Cards with Wallet Providers and/or the applicable card network (such as Visa) to facilitate any purchase you initiate using a Payment Card through a Digital Wallet. We may also share your information with third parties (including Wallet Providers) to detect and address fraud; to comply with applicable law; to make information about your Payment Card transactions available to you in a Digital Wallet; or to assist Wallet Providers in improving your Digital Wallet. **By adding your Payment Card to a Digital Wallet, you thereby change your information use and sharing choices under our Privacy Notice to the extent necessary to allow all such sharing, and you authorize us to share information with the applicable Wallet Provider(s) for them to market such Digital Wallet and for any other purposes you agree that they can receive and use your data.**

By requesting to add, adding, or using a Payment Card within a Digital Wallet, you consent to receiving from us text messages, automatically dialed and/or pre-recorded telephone calls, and emails at any contact numbers or addresses you have provided to us or a Wallet Provider and agree that you will notify us or such third party if any of this contact information should change. Message and data rates may apply.

Reports

You will not receive any reports from us covering your use of Payment Cards in a Digital Wallet. However, the transactions you make using the Payment Cards in a Digital Wallet will be shown in your regular account statement provided under your applicable Account Agreement(s) for your Payment Cards. UMB cannot and does not guarantee the accuracy, validity, timeliness or completeness of any information or data made available to you through a Digital Wallet for any particular purpose.

Intellectual Property

All intellectual property rights (including but not limited to trademarks, copyrights, patents, and trade secrets) in a Digital Wallet belong either to us, the applicable Wallet Provider(s), or other third parties. Except as otherwise expressly provided by these Terms, other applicable agreement terms, or applicable law, the addition to or use of your Payment Card within a Digital Wallet does not create any intellectual property rights belonging to you, and any information submitted by you in order to add your Payment Card to a Digital Wallet or use it becomes our property or that of the applicable Wallet Provider or other third party.

Termination; Change in Terms; Assignment

We may terminate these Terms and/or your right to use Payment Cards in a Digital Wallet at any time. We may change these Terms at any time, by changing these Terms or your Account Agreement, and we will provide advance notice of these changes if we are required to do so under applicable laws. Otherwise we will provide notice of such changes by making a new version of these Terms on our website or, as applicable, within your mobile device application. You agree to any such changes by continuing to keep a Payment Card in a Digital Wallet. The date of the most recent change to these Terms is shown at the top of these Terms. If you do not accept a change to these Terms or otherwise wish to terminate services under these Terms, you must remove all Payment Cards from all Digital Wallets. In order to remove your Payment Card from a Digital Wallet, contact the applicable Wallet Provider. You may remove a Payment Card from a Digital Wallet at any time by following the applicable Wallet Provider's procedures for removal and provided we have a reasonable period of time to act on such removal, if any corresponding action is required by us. If you remove your Payment Cards from a Digital Wallet you will remain responsible for any of your obligations that arose from your use or storage of your Payment Card in the Digital Wallet before you removed it, including your obligations under these Terms. We can assign these Terms at any time in our discretion. You cannot change these Terms or assign these Terms to any other party.

Governing Law; Disputes

These Terms are governed by the governing law of your applicable Account Agreement. Disputes arising out of these Terms or the use of your Payment Card will be subject to any dispute resolution procedures in your Account Agreement.



Contact Information

If you have any questions, disputes, or complaints about a Digital Wallet, you should contact the applicable Wallet Provider. If you have any questions, disputes, concerns or complaints about your Payment Card, you should contact us by referring to the contact information in your Account Agreement.