Terms and Conditions and Privacy Policy for Adding Your Oriental Bank Credit or Debit Card to a Mobile Wallet Service or to a Wearable Payment Device

Oriental Bank

Terms and Conditions (Retain for your records)

Mobile Wallet and Wearable Payment Service Terms and Conditions: These Terms and Conditions (the "Terms") apply when you choose to add an Oriental Bank credit card or debit card ("Oriental Card") to a Mobile Wallet Service or Wearable Payment Service. In these Terms, "you", "your", "their", and "my" refer to the cardholder of the Oriental Card, and "we," "us," "our," "Oriental" and "Oriental Bank" refer to the issuer of your Oriental Card. By selecting "Agree" within the Mobile Wallet you agree to all terms, conditions, and notices contained or referenced in these Terms and you are providing your express consent.

What is a Mobile Wallet Service? A Mobile Wallet Service ("Wallet") allows you to add your Oriental Cards to an application using your Mobile Device. Your Oriental Card number is replaced with a digital number or token. Once added, you understand that you may use your Mobile Device to make payments only where the Wallet is accepted. Oriental is not a provider of the Wallet and we are not responsible for any failure or inability to perform a transaction using the Wallet. We are only responsible for supplying information securely to the Wallet provider to allow usage of the Oriental Card in the Wallet.

What is a Wearable Payment Service? A Wearable Payment Service allows you to make contactless payments with your authorized Oriental Card using a compatible wearable such as a ring, bracelet or smartwatch. After you link your wearable to your Oriental Card, the number printed on the card (the primary account number or "PAN") is linked with a digital (encrypted) card number. The digital card number is communicated to the merchant when using Wearable Payment to pay for a purchase. Oriental is not a provider of the Wearable Payment Service and we are not responsible for any failure or inability to perform a transaction using the wearable. We are only responsible for supplying information securely to the Wearable Payment Service provider to allow usage of the Oriental Card in the wearable.

Eligibility: Active Oriental Card accounts that are in good standing are eligible to be added to a Wallet or Wearable Payment Service. If your Oriental Card or any underlying Oriental Bank account becomes delinquent, is in a negative status or is otherwise maintained in an unsafe manner as determined by Oriental Bank in its sole discretion, your Oriental Card may be removed by Oriental Bank from the Wallet or Wearable Payment Service for continued use.

Relationship to Other Agreements: You agree that when you add your Oriental Card to a Wallet or Wearable Payment service, your Oriental Card and account will remain subject to the terms and conditions of all existing agreements with Oriental Bank. You acknowledge that

certain message and data rates may apply from your wireless service providers and/or wireless carriers which might impact your use of the Wallet or Wearable Payment Service. For example, your mobile service carrier or provider may impose data usage or text charges for your use of or interaction with the Wallet, including downloading the software, receiving or sending text messages, or other use of your mobile device when using the software or other products and services provided by the Wallet or Wearable Payment Service. You expressly agree that you are responsible for all such fees, limitations, and restrictions and that we may contact you via your mobile device for any purpose concerning your accounts at Oriental Bank, including account servicing and collection purposes.

Account Ownership/Accurate Information: You represent that you are the legal owner of the account and other financial information which may be accessed via the Wallet or Wearable Payment Service. You represent and agree that all information you provide in connection with the Wallet or Wearable Payment Service is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of operating the Wallet. You agree not to misrepresent your identity or your account information.

Measures to maintain your privacy and security: Once you have added your Oriental Card to a Wallet or Wearable Payment service, Oriental Bank is responsible for securely transmitting your information to your Wallet or Wearable Payment service provider. Your information is only sent through secure channels. You agree that we may share your information with the Wallet or Wearable Payment service provider, a payment network, and others in order to provide the services you have requested, to make information available to you about your Oriental Card transactions, and to improve our ability to offer these services. We do not control the privacy and security of your information that may be held by the Wallet or Wearable Payment Service provider and that is governed by the privacy policy given to you by the Wallet or Wearable Payment Service provider. You agree not to leave your Mobile Device unattended while logged into the Wallet and to log off immediately at the completion of each access by you. You agree not to provide your password or other access information to any other person. If you believe that someone may have unauthorized access to your Mobile Device, you agree to immediately cancel your access to the Wallet or Wearable Payment Service associated with the Mobile Device. You agree to provide us with immediate notice in the event you suspect fraud or any unauthorized access to any of your accounts. You agree to comply with all applicable laws, rules and regulations in connection with your Oriental Card.

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using the Wallet or Wearable Payment Service.

We may in some cases make individually identifying information available only in the following circumstances: where ordered by a court or other legal body or where it is lawfully permitted or required; where we have agreed to provide information under contracts to vendors and partners to make products and services available to our members; or where the member has requested

or consents to the disclosure of information. In those cases where we disclose information to outside vendors, we require that they use it for no purposes other than providing previously specified services to our members.

Changes in these Terms and Conditions: Except as otherwise required by law, Oriental Bank may in its sole discretion change these terms and modify or cancel the eligibility to use your Oriental Card with a Wallet service at any time, without notice. You cannot change these terms, but you can terminate them by removing your Oriental Card(s) from the Wallet or Wearable Payment Service. Oriental Bank reserves the right to refuse any transaction for any reason.

Exclusion of Warranties; Limitation of Liability; Indemnification

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF A MOBILE WALLET OR WEARABLE PAYMENT 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 ORIENTAL BANK 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. ORIENTAL BANK 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 OR WEARABLE PAYMENT SERVICE.

By selecting the “I Agree” box you agree to all terms, conditions, and notices contained or referenced in these Terms and you are providing your express consent.

Text message rates may apply.