

Terms & Conditions

These Terms for Adding Your Florida Community Bank Card to a Digital Wallet (the "Terms") apply when you choose to add a Florida Community Bank (FCB) debit card ("FCB Card") to a Digital Wallet ("Wallet"). In these Terms, "you" and "your" refer to the cardholder of the FCB Card, and "we," "us," "our," and "FCB" refer to the issuer of your FCB Debit Card, which is Florida Community Bank.

When you add your FCB Debit Card to the Wallet, you agree to these Terms:

- 1. Adding Your FCB Card.** You can add an eligible FCB Card to the Wallet by following the instructions of the Wallet provider. Only FCB Cards that we indicate are eligible can be added to the Wallet. If your FCB Card or underlying account is not in good standing, that FCB Card will not be eligible to enroll in the Wallet. When you add a FCB Card to the Wallet, the Wallet allows you to use the FCB Card to enter into transactions where the Wallet is accepted. The Wallet may not be accepted at all places where your FCB Card is accepted.
- 2. Your FCB Card Terms Do Not Change.** The terms and account agreement that govern your FCB Card do not change when you add your FCB Card to the Wallet. The Wallet simply provides another way for you to make purchases with the FCB Card. FCB does not charge you any additional fees for adding your FCB Card to the Wallet or using your FCB Card in the Wallet. The Wallet provider and other third parties such as wireless companies or data service providers may charge you usage, access or other fees.
- 3. FCB Is Not Responsible for the Wallet.** FCB is not the provider of the Wallet, and we are not responsible for providing the Wallet service to you. We are only responsible for supplying information securely to the Wallet provider to allow usage of the FCB Card in the Wallet. We are not responsible for any failure of the Wallet or the inability to use the Wallet for any transaction. We are not responsible for the performance or non-performance of the Wallet provider or any other third parties regarding any agreement you enter into with the Wallet provider or associated third-party relationships that may impact your use of the Wallet.
- 4. Contacting You Electronically and by Email.** You consent to receive electronic communications and disclosures from us in connection with your FCB Card and the Wallet. You agree that we can contact you by email at any email address you provide to us, or that we currently have for you on file, in connection with any FCB account. This may include contact from companies working on our behalf to service your accounts. Additionally, you agree to update your contact information with us when it changes.
- 5. Removing Your FCB Card from the Wallet.** You should contact the Wallet provider on how to remove a FCB Card from the Wallet. We can also block a FCB Card in the Wallet from purchases at any time, at our sole discretion.
- 6. Governing Law and Disputes.** These Terms are governed by federal law and, to the extent that the laws of the state of Florida apply to the agreement under which your FCB Debit Card is covered. Disputes arising out of or relating to these Terms will be subject to any dispute resolution procedures in your FCB Card agreements.

7. Ending or Changing these Terms; Assignments. We can terminate these Terms at any time. We can also change these Terms, or add or delete any items in these Terms, at any time. 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 FCB Cards from the Wallet. You may not assign these Terms.

8. Privacy. Your privacy and the security of your information are important to us. FCB's Privacy Notice available online at: <https://www.floridacommunitybank.com/privacy.htm> applies to your use of your FCB debit Card in the Wallet. You 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 and services available to you about your FCB Card transactions, and to improve our ability to offer these services. This information helps us to add your FCB 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 and that is governed by the privacy policy of the Wallet provider.

9. Notices. We can provide notices to you concerning these Terms and your use of a FCB Card in the Wallet by posting the material on our website, through any email address or telephone number you provide to us, or by contacting you at the current address we have on file for you. You may contact us at 1-866-764-0006.

10. 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 FCB Card, then contact us at 1-866-764-0006.

Debit cards are provided by Florida Community Bank, Member FDIC.