NEVADA STATE BANK

THE DOOR TO YOUR FUTURE

Terms of Use for Samsung Pay

Effective Date: February 1, 2016

These Nevada State Bank Terms of Use for Samsung Pay ("Terms of Use") apply to and govern the use of a Nevada State Bank Visa Credit Card or Nevada State Bank Visa Debit Card that is added to Samsung Pay and used in Samsung Pay. If a Nevada State Bank Visa Credit Card is added to Samsung Pay, these Terms of Use are part of the Credit Card Agreement; if a Nevada State Bank Visa Debit Card is added to Samsung Pay, these Terms of Use are part of the Deposit Account Agreement.

1. Definitions. In these Terms of Use:

a. "We", "our", and "us" refer to Nevada State Bank and "you" and "your" refer to each and every person who is authorized to use a Card added to Samsung Pay.
b. "Card" means the digital representation displayed on a Samsung Device of a Nevada State Bank Visa Credit Card or Nevada State Bank Visa Debit Card added to Samsung Pay.
c. "Credit Card Account" means the credit card account associated with a Nevada State Bank Visa Credit Card that is added to Samsung Pay in a digital representation.
d. "Credit Card Agreement" means the Nevada State Bank Consumer Credit Card Agreement and Disclosure Statement that governs a Credit Card Account.
e. "Deposit Account" means the deposit account(s) accessible by a Nevada State Bank Visa Debit Card that is added to Samsung Pay in a digital representation.
f. "Deposit Account Agreement" means the contract of terms and conditions, including the Consumer Debit Card ("Check Card") Cardholder Agreement and Disclosure Statement that governs a Deposit Account.
g. "Samsung" means Samsung Electronics Co., Ltd.
h. "Samsung Device" means any device developed by Samsung that supports Samsung Pay.
i. "Samsung Pay" means the mobile payment application developed and offered by Samsung that allows you to pay for purchases by using a Samsung Device to transmit a tokenized version of a Card to a merchant's point-of-sale terminal that is either contactless-enabled or equipped with a magnetic card stripe reader.

2. Adding a Card to and Using Samsung Pay. By adding or attempting to add a Card to Samsung Pay or by using a Card that has been added to Samsung Pay, you agree to these Terms of Use, as they may be modified from time to time. If you add a Card to more than one Samsung Device, these Terms of Use will apply to the Card on each such Samsung Device and to the use of Samsung Pay on each such Samsung Device by you or anyone you authorize to use Samsung Pay on such Samsung Device. You understand and agree that your use of Samsung Pay will also be subject to agreements or terms of use with Samsung and other third parties.

3. Making Payments Through Samsung Pay. Once you add a Card to Samsung Pay on a Samsung Device, you may use the Card to make payments (i) at any merchant that accepts Samsung Pay, (ii) through Samsung's in-app purchase payment system (when available from Samsung), and (iii) at Samsung's Gift Card Store. You make a payment at a merchant location by first activating Samsung Pay (by swiping up from the bottom of the Samsung Device screen), selecting the Card you wish to use for the payment, scanning your fingerprint or entering your Samsung Pay PIN, and holding your Samsung Device near the merchant's magnetic stripe card reader or "contactless" point-of sale terminal. If the Card is a Nevada State Bank Visa Credit Card, the payment will be charged to the Credit Card Account; if the Card is a Nevada State Bank Visa Debit Card, the payment will be debited against the Deposit Account. To complete certain Samsung Pay payments, a merchant may require you to present the Nevada State Bank Visa Credit Card or Nevada State Bank Visa Debit Card corresponding to the Card or a government-issued form of identification.

4. Lost or Stolen Samsung Device; Unauthorized Transactions. If you believe your Samsung Device has been lost or stolen or someone has used or may use your Samsung Device or your credentials without your authorization, please immediately call the telephone number on the reverse of your physical Card.

5. Protecting Your Samsung User Credentials. You agree to protect and keep confidential your Samsung Pay PIN, Samsung Device PIN, and all other information required to use Samsung Pay on a Samsung Device. If you share these credentials with other persons, they may be able to use your Samsung Device to make payments through

Samsung Pay or access your personal and Card information available through Samsung Pay. If you enable the fingerprint scanner feature on your Samsung Device, anyone whose fingerprints can unlock your Samsung Device may be able to make purchases using Samsung Pay on your Samsung Device. Subject to the applicable Credit Card Agreement or Deposit Account Agreement governing the use of the Card used to make a payment through Samsung Pay, you are responsible for all transactions made using the Card.

6. Fees. We do not charge you any fees to add a Card to Samsung Pay or to use the Card through a Samsung Device equipped with Samsung Pay. However, third parties, such as wireless companies or data service providers, may charge you fees in connection with your use of Samsung Pay. We reserve the right to institute or change such fees after sending you prior notice.

7. Questions Concerning Samsung Pay or a Samsung Device. Questions concerning the use of Samsung Pay or the operation of a Samsung Device equipped with Samsung Pay should be directed to Samsung. We are not responsible for (i) providing Samsung Pay to you; (ii) any failure of Samsung Pay or any Samsung Device equipped with Samsung Pay; (iii) your inability to use, or the unavailability of, Samsung Pay to make a payment in connection with any transaction; (iv) the performance or non-performance of Samsung or any third party providing services on behalf of Samsung in connection with any transaction involving Samsung Pay; or (v) any loss, injury, or inconvenience that you sustain as a result of matters addressed subparts (i), (ii), or (iii) of this Paragraph.

8. Billing Errors; Identity Theft. You are responsible for identifying and notifying us of any billing errors that occur as a result of your use of a Card through Samsung Pay. Refer to the Credit Card Agreement or the Deposit Account Agreement, as applicable, for further information on reporting billing errors and the procedures we will use to resolve any potential errors. IN THE EVENT OF ANY IDENTITY THEFT OR OTHER FRAUD OR UNAUTHORIZED USE OF A CARD THROUGH SAMSUNG PAY, WE WILL NOT BE LIABLE FOR ANY LOSSES YOU INCUR EXCEPT AS PROVIDED BY APPLICABLE LAW AND THE EXPRESS TERMS OF THE CREDIT CARD AGREEMENT OR THE DEPOSIT ACCOUNT AGREEMENT, AS APPLICABLE.

9. Terminating or Suspending Use of a Card; Blocking Transactions. We reserve the right to terminate or suspend your use of a Card through Samsung Pay and to block any transaction made with a Card through Samsung Pay. You may remove a Card from Samsung Pay by following Samsung's directions for that procedure. You may not add a Card to Samsung Pay or use a Card through Samsung Pay at any time the related Credit Card Account or Deposit Account is not in good standing.

10. Sharing of Samsung Pay Information.

a. We may share certain information about you with Samsung, your Card network, and other third-parties in order to (i) add a Card to Samsung Pay, (ii) allow the display of Samsung Pay transactions on a Samsung Device, or (iii) maintain or improve your ability to use Samsung Pay. You authorize Nevada State Bank to collect, use, and share your information in accordance with our Privacy Notice and Online Privacy Statement, as they may be amended from time to time, and which are available at: Nevada State Bank Privacy Notice and Nevada State Bank Online Privacy Statement. If you do not want us to share your information for these purposes, you must remove all Cards from Samsung Pay.

b. Use of Samsung Pay involves the electronic transmission of information about your payment transactions to Samsung through the facilities of third-parties, including your wireless carrier. We do not control how Samsung receives, collects, or uses information it receives in connection with a Samsung Pay transaction or how such information is sent to or from, or stored on, a Samsung Device during the course of a Samsung Pay transaction. We are not responsible for maintaining the security of the transmission of such information at any point during the course of a Samsung Pay transaction or the storage of such information on a Samsung Device during or following a Samsung Pay transaction. Nor are we responsible for any breach of security affecting any information sent to or from, or stored on, a Samsung Device in connection with a Samsung Pay transaction.

11. Changes to Terms of Use. We may change these Terms of Use at any time and from time to time. You agree to all such changes by your continued use of a Card or by keeping a Card in Samsung Pay after the Effective Date shown on the first page of these Terms of Use, immediately below the caption. If you do not accept any changes to these Terms, you must remove all Cards from Samsung Pay.

12. Questions Concerning Your Credit Card Account or Deposit Account. If you have questions about a Credit Card Account or Deposit Account associated with a Card, please contact us using the toll-free telephone number printed on the reverse side of the physical Card.

13. **Contacting You by Email and Electronically**. In connection with your use of a Card through Samsung Pay:
    a. We may contact you by email at any email address you provide to us in connection with any Nevada State Bank Credit Card Account or Deposit Account.
    b. YOU CONSENT TO RECEIVE NON-MARKETING ELECTRONIC COMMUNICATIONS, INCLUDING SMS AND MMS, FROM US ON ANY SAMSUNG DEVICE ON WHICH SAMSUNG PAY HAS BEEN ACTIVATED, INCLUDING COMMUNICATIONS THAT ORIGINATE FROM THIRD PARTIES PROVIDING SERVICES TO NEVADA STATE BANK. YOU MAY WITHDRAW THIS CONSENT AT ANY TIME, BUT IF YOU DO, YOU MUST REMOVE ALL CARDS FROM SAMSUNG PAY; and
    c. You agree to notify us of changes to your contact information.

14. **Governing Law and Disputes**. These Terms of Use are governed by federal law and, to the extent that state law applies, the laws of the state of Utah, regardless of where you may reside or use your Card at any time. Disputes arising out of or relating to these Terms of Use are subject to the dispute resolution provisions in, as applicable, your Credit Card Agreement or your Deposit Account Agreement.

Samsung Pay is a trademark of Samsung Electronics Co., Ltd

Visa is a trademark of Visa International Service Association

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