



NEVADA STATE BANK

THE DOOR TO YOUR FUTURE

Terms of Use for Fitbit Pay™ Effective Date: February 1, 2019

These Nevada State Bank Terms of Use for Fitbit Pay™ ("Terms of Use") constitute an agreement between Nevada State Bank and you that applies to and governs your access to and use of your Nevada State Bank Card Account(s) via Fitbit Pay. These Terms of Use generally do not apply to your Nevada State Bank Card Account, as it is covered by your separate Account Agreement. In the event of a conflict between these Terms of Use and the specific terms and conditions of your Account Agreement or particular activities or functionalities available through Fitbit Pay, the specific terms and conditions of your Account Agreement apply. It is important that you read these Terms of Use and the Account Agreement together.

These Terms of Use govern your access to and use of your Card Account via Fitbit Pay only as between Nevada State Bank and you. You are separately subject to Third-Party Agreements when you give third parties your personal information, use their services, or visit their respective websites.

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 Account linked to Fitbit Pay.
- b. "Card Account" means the applicable account(s) relating to your Nevada State Bank Visa Credit Card, Nevada State Bank Visa Debit Card, and/or Nevada State Bank Visa Prepaid Debit Card.
- c. "Account Agreement" means the applicable contract(s) of terms and conditions relating to your Nevada State Bank Visa Credit Card, Nevada State Bank Visa Debit Card, and/or Nevada State Bank Visa Prepaid Debit Card.
- d. "Supported Device" means a smartphone or other eligible device that is capable of making contactless payments via Fitbit Pay.
- e. "Fitbit" means Fitbit Inc. or its subsidiaries that are registered in one or more countries, including the United States.
- f. "Fitbit Pay" means the feature offered by Fitbit through the Fitbit mobile application that enables you to use a Supported Device to complete payment transactions at compatible contactless point-of-sale terminals using stored virtual representations of your Card Account. This term includes the web pages, features, applications, and functionality available through Fitbit Pay.
- g. "Wireless Carrier" means the cellular technology company that provides mobile telecommunication services for a Supported Device.
- h. "Third-Party Agreements" are the terms and conditions and privacy policies adopted by your Supported Device provider, your Wireless Carrier, and other third-party services or websites incorporated in Fitbit Pay.
- i. "Security Credentials" are personalized details you must use to give a payment instruction, confirm your identity, or to access Fitbit Pay on your Supported Device (for example a password, security code, or biometric data such as a fingerprint).

2. Using a Card Account via Fitbit Pay. By using a Card Account via Fitbit Pay, you agree to these Terms of Use, as they may be modified from time to time. You may link any Card Account in your name to Fitbit Pay that is not cancelled, suspended, or blocked and that is in good standing. We may allow you to add the same Card Account to a number of other Supported Devices. We may allow Card Accounts belonging to other Nevada State Bank credit and/or debit cardholders to be added to the same Supported Device. If you are not the sole Card Account holder or user, each Card Account holder or user must consent to the Card Account being added to Fitbit Pay. You cannot suspend another Card Account holder's use of Fitbit Pay, but you may be able to suspend or terminate the use of a Card Account by calling us. If you link a Card Account via Fitbit Pay to more than one Supported Device, these Terms of Use will apply to each such Supported Device. Your Supported Device provider may impose limitations or restrictions to Fitbit Pay or have minimum software and hardware requirements. You understand and agree that your use of Fitbit Pay will also be subject to Third-Party Agreements.

3. Making Payments via Fitbit Pay. Fitbit Pay enables you to create virtual representations of your Card Account(s) on your Supported Device, so you can use your Supported Device to make contactless payments from your Card Account at merchants' contactless-enabled point-of-sale terminals. For additional details and instructions on how to use Fitbit Pay, please visit <https://help.fitbit.com/>. You may also be able to access certain information about your Card Account via Fitbit Pay. When you select a Card Account to use with Fitbit Pay, certain account information will be transmitted to and stored within your Supported Device, which is then represented as a digital card. By selecting a digital card and placing your Supported Device near a merchant's contactless-enabled point-of-sale terminal or reader, you are authorizing the payment for the merchant's products or services. To

complete certain Fitbit Pay payment transactions, a merchant may require you to present the credit or debit card corresponding to the Card Account, or a government-issued form of identification.

You agree to use your Card Account(s) only with a Supported Device properly equipped with Fitbit Pay and to comply with all terms and conditions applicable to Fitbit Pay. When you register for Fitbit Pay, you must only link your Security Credentials to the Card Account(s) that you want to use to make payments on your Supported Device, as these Security Credentials will be used to authorize transactions on your Card Account. For the purposes of Fitbit Pay, it will be assumed that any transactions made on a Card Account using Security Credentials on the Supported Device are authorized by you. You will also be responsible for all uses and transactions made by third parties that either you and/or an additional card holder gives access to Security Credentials, including if these third parties misuse any Card Account or Fitbit Pay.

4. Lost or Stolen Fitbit Device; Unauthorized Transactions. If you believe your Supported Device has been lost or stolen, or someone has used or may use your Supported Device or your Security Credentials without your authorization, please immediately call the telephone number on the back of your physical Nevada State Bank credit or debit card. If you receive a text message, email, or other communication saying that you have registered for Fitbit Pay but you did not register, or if there are any transactions you do not recognize on your Supported Device or your Card Account statement, contact us as soon as possible. If you think your security is at risk, change your Security Credentials. You must cooperate with us in any investigation and use any fraud prevention or other related measures we give as required under these Terms of Use and your Account Agreement.

If you get a new Supported Device, please delete your Card Account and other personal information from your old Supported Device by following the instructions provided by Fitbit. Fitbit Pay and your Supported Device may use certain security features and procedures to protect against unauthorized use of your Card Account. These features and procedures are the sole responsibility of the Supported Device provider. You agree not to disable any of these security features and to use them to safeguard your Card Account.

5. Protecting Your Security Credentials. You agree to protect and keep confidential your Security Credentials, including your Fitbit Pay PIN, and all other information required to use Fitbit Pay on a Supported Device. If you share these credentials with other persons or allow their details (including biometric data) to form part of your Security Credentials, they may be able to use your Supported Device to make payments through Fitbit Pay or access your personal and Card Account information available through Fitbit Pay. They may also be able to use your Card Account without your authority, for which you may be responsible. If the fingerprint of another person is used to unlock or make transactions on your Device, these will be treated as authorized by you. It is advisable that you make the Security Credentials for your Fitbit Pay account different from those used to operate your Card Account. You are responsible for ensuring that:

- where applicable, only your biometric identifier (including, but not limited to, a fingerprint) is registered on the Supported Device (and no other person's biometric identifier is registered);
- your Fitbit Pay wallet is not shared with anyone and is used only by you;
- your Security Credentials for your Supported Device are kept secure in the same way as one would a banking password or PIN secure, including by:
 - not sharing it with anyone,
 - not carrying a record of it within a Supported Device, or anything capable of being stolen along with a Supported Device (unless a reasonable effort is made to protect the security of it);
 - not choosing easily guessable Security Credentials (such as a passcode that is your date of birth or a recognizable part of your name); and
 - not acting with extreme carelessness in failing to protect the security of your Security Credentials.
- the Supported Device is kept safe and secure (including by locking the Supported Device when not in use or when it is unattended and by installing up-to-date anti-theft and anti-virus software on it);
- you remove any Card Accounts from Fitbit Pay and your Supported Device before disposing of the Supported Device;
- you do not leave the Supported Device unattended; and
- you take all other necessary steps to prevent unauthorized use of the Supported Device or Fitbit Pay.

Subject to the applicable Account Agreement governing the use of the Card Account used to make a payment through Fitbit Pay, you are responsible for all transactions made using the Card Account.

6. Third-Party Agreements and Support. These Terms of Use only apply to your use of your Card Account. You may be subject to Third-Party Agreements when you give third parties your personal information, use their services, or visit their sites. We are not responsible for the security, accuracy, legality, appropriateness, or any other aspect of the content or function of any third party's products or services. It is your responsibility to read and understand the Third-Party Agreements before creating, activating, or using a Card Account through Fitbit Pay.

We are not responsible for, and do not provide, any support or assistance for any third-party hardware, software, or other products or services (including Fitbit Pay and your Supported Device). If you have any questions or issues with a third-party product or service, please contact the appropriate third party for customer support.

7. Fees. We do not charge you any fees to use a Card Account via Fitbit Pay. However, Third-Party Agreements may have fees, limitations, and restrictions that might affect your use of any of your Card Account(s) on your Supported Device, such as data usage or text messaging charges imposed on you by your Wireless Carrier. You are solely responsible for these fees and agree to comply with any limitations or restrictions.

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

9. 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 Account through Fitbit Pay. Refer to your Account Agreement 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 FITBIT PAY, WE WILL NOT BE LIABLE FOR ANY LOSSES YOU INCUR EXCEPT AS PROVIDED BY APPLICABLE LAW AND THE EXPRESS TERMS OF THE ACCOUNT AGREEMENT.**

10. Terminating or Suspending Use of a Card; Blocking Transactions. In addition to any rights of termination, cancellation, suspension, and closing your Card Account as set out in your Account Agreement, we reserve the right (on giving reasonable notice where possible) to stop offering or supporting any digital card or to stop participating in Fitbit Pay. We may block, restrict, suspend, or terminate your use of any Card Account through Fitbit Pay if you breach these Terms of Use, your Account Agreement, Fitbit Pay terms, any Third-Party Agreements, or if we suspect any fraudulent activity or misuse of the card. Once any temporary block or suspension is removed from the card (for instance following a fraud check) you will be able to continue to use Fitbit Pay when we tell you.

In addition, the Supported Device provider reserves the right to block, restrict, suspend, or terminate your use of the card and/or change the functionality of Fitbit Pay without reference to us. In such circumstances, we will not be liable to you or any third party.

You may remove a Card Account from Fitbit Pay by following Fitbit's directions for that procedure. In these circumstances, you authorize us to continue to process any outstanding transactions on your card. You may not add a Card Account to Fitbit Pay or use a Card through Fitbit Pay at any time the related Card Account is not in good standing.

11. Interruptions to Fitbit Pay. Access, use, and maintenance of your digital card depend on Fitbit Pay, your Supported Device's Bluetooth connection, and the networks of Wireless Carriers. We do not operate Fitbit Pay or such networks and have no control over their operations. We will not be liable to you for any circumstances that interrupt, prevent, or otherwise affect the functioning of any Card Account via Fitbit Pay, such as unavailability of Fitbit Pay or your wireless service, issues with your Supported Device, communications, network delays, limitations on wireless coverage, system outages, or interruption of a wireless connection.

The use of a card through Fitbit Pay involves the electronic transmission of personal information through third-party connections. Because we do not operate or control these connections, we cannot guarantee the privacy or security of these data transmissions. Additionally, your Supported Device is generally pre-configured by your Wireless Carrier. Check with your Supported Device provider and your Wireless Carrier for information about their privacy and security practices.

For personal or confidential information sent to or from us over the internet from your Supported Device, we reserve the right to limit such connections to "secure sessions" that have been established using transportation layer security or other security standards we select.

12. Limitation of Liability. Subject to your Account Agreement, you agree that Fitbit Pay features and functionality may be automatically updated or upgraded without notice to you. At any time, we may decide to expand, reduce, or suspend the type and/or amounts of transactions allowed using a Card Account or change the enrollment process. This right to update and upgrade Fitbit Pay features and functionality will not include changes to your Card Accounts, which will only be made in accordance with your account terms.

13. Sharing of Fitbit Pay Information.

- a. We may share certain information about you with Fitbit, your Card network, and other third parties in order to (i) add a Card Account to Fitbit Pay, (ii) allow the display of Fitbit Pay transactions on a Supported Device, or (iii) maintain or improve your ability to use Fitbit 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: <https://www.nsbank.com/content/dam/nsb/nsbank/media/pdfs/agreement-center/personal/privacy/Privacy%20Notice.pdf> and https://www.nsbank.com/agreement_center/pdf/PrivacyPolicyNSB_Website.pdf. If you do not want us to share your information for these purposes, you must remove all Card Accounts from Fitbit Pay.
- b. Use of Fitbit Pay involves the electronic transmission of information about your payment transactions to Fitbit through the facilities of third parties, including your Wireless Carrier. We do not control how Fitbit receives, collects, or uses information it receives in connection with a Fitbit Pay transaction or how such information is sent to or from, or stored on, a Supported Device during the course of a Fitbit Pay transaction. We are not responsible for maintaining the security of the transmission of such information at any point during the course of a Fitbit Pay transaction or the storage of such information on a Supported Device during or following a Fitbit Pay transaction. Nor are we responsible for any breach of security affecting any information sent to or from, or stored on, a Supported Device in connection with a Fitbit Pay transaction.
- c. Please note that we will display certain account information relating to each Card Account available on your Supported Device in the Fitbit Pay application, including your recent transactions, the merchant name/location, the transaction amount, and part of your Card Account number.
- d. You agree that we may also collect and use technical data and related information about your Supported Device to help us update and improve our products, services, and for fraud prevention.
- e. Any information that is collected by the Supported Device provider while you use a Card Account or Fitbit Pay, is subject to the relevant Third-Party Agreements, and is not governed by our Privacy Notice and Online Privacy Statement, these Terms of Use, or your Account Agreement.

14. Changes to Terms of Use. We may change these Terms of Use at any time and from time to time. We will indicate the changes to these Terms of Use by email as provided for in Paragraph 16 below. You will also be able to view the revised Terms of Use on your Supported Device. You agree to all such changes by your continued use of a Card Account or by keeping a Card Account in Fitbit 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 Card Accounts from Fitbit Pay. You authorize us to continue to process any transactions outstanding on such Card Account(s) at the time of your removal of such card from Fitbit Pay.

15. Questions Concerning Your Card Account. If you have questions about a Card Account, please contact us using the toll-free telephone number printed on the back of the physical card.

16. Communication and Notifications. In connection with your use of a Card Account through Fitbit Pay,

- a. we may contact you by email at any email address you provide to us in connection with any Card Account;
- b. you agree to notify us of changes to your contact information; and
- c. you may receive notifications from us on your Supported Device from time to time reflecting your Card Account activity. If you do not wish to receive notifications, you can turn them off through the settings on your Supported Device.

17. Severability, Governing Law, and Disputes. If any provision or part of a provision of these Terms of Use is illegal, invalid, or unenforceable, it will be severed from these Terms of Use and the remaining provisions (or parts of provisions) will continue in full force and effect. 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 Account at any time. Disputes arising out of or relating to these Terms of Use are subject to the dispute resolution provisions in your Account Agreement.

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Visa is a trademark of Visa International Service Association

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