

ONEWEST BANK, A DIVISION OF CIT BANK, N.A.

DIGITAL WALLET TERMS AND CONDITIONS

These terms and conditions ("Terms and Conditions") apply when you choose to add your OneWest Bank, a division of CIT Bank, N.A. ("OneWest") debit card linked to a OneWest deposit account ("Card" or "Cards") to a digital wallet or other electronic payment service provided by a third party, for example ApplePay, SamsungPay, etc. ("Wallet"). The terms "you" and "your" throughout these Terms and Conditions refer to the cardholders and other authorized persons of the Card, and the terms "we" or "us" refer to OneWest. We will determine, in our sole discretion, which Cards will be eligible for use through a Wallet. You consent to receiving these Terms and Conditions electronically. By using a Card in a Wallet you agree to only use your Card through the Wallet in accordance with these Terms and Conditions. If you do not agree to these Terms and Conditions, then you may not add your Card to, or use your Card in connection with, the Wallet.

Your use of the Wallet to purchase goods and services with your Card is governed the Account Disclosures for Personal Accounts or the Account Disclosures for Business Accounts, as applicable ("Account Disclosures") between you and us in connection with each Card. The Account Disclosures are incorporated by reference as part of these Terms and Conditions. You also acknowledge that your use of the Wallet is subject to the terms and conditions set forth by the third party Wallet provider ("Wallet Provider") with respect to the use of the Wallet.

ELIGIBILITY / ENROLLMENT

The Wallet is available to cardholders for the purposes of purchasing goods and services with a compatible device as determined by the Wallet Provider ("Eligible Device") at merchants that accept the Wallet as a form of payment through near field communication (NFC) or magnetic secure transmission (MST) enabled payment terminals, for in-app purchases and authorized merchant websites that accept the Wallet as a form of payment. The Wallet allows you to use your Eligible Device to access and use your Cards to make such purchases in place of presenting or using your physical Card. To add your Card to the Wallet, you must register your Card with the Wallet Provider. You may be required to take additional steps to authenticate yourself before your Card is added to the Wallet, including by providing additional identifying information. By adding your Card to the Wallet a unique numerical identifier different from your Card number ("Token") will be added to your Eligible Device for the purpose of making purchases through the Wallet. Due to the manner in which the Wallet operates, you may need to present your Eligible Device at a merchant when you return an item purchased using the Wallet on such Eligible Device. You authorize your wireless operator to disclose to us your account/subscriber information, including (if available) name, address, device and location data, to allow verification of your identity and for validation of information you have provided to us.

USE OF ONEWEST CARDS THROUGH THE WALLET

Please review the Account Disclosures, for important information on your rights and responsibilities when making purchases through the Wallet. If your Eligible Device is lost or stolen, passcode is compromised or your Card has been used through the Wallet without your permission, you must notify us immediately. If you fail to notify us within the time set forth in the Account Disclosures, as applicable, you may be liable for part or all of the losses in connection with any unauthorized use of your Card in connection with the Wallet.

You agree and acknowledge that the transaction history displayed in the Wallet in connection with use of your Card in the Wallet solely represents our authorization of your Wallet transaction and does not reflect any post-authorization activity, including but not limited to clearing, settlement, foreign currency exchange, reversals, returns or chargebacks. Accordingly, the purchase amount, currency, and other details for your

Wallet transaction history in connection with use of your Card in the Wallet may not match the transaction amount that ultimately clears, settles, and posts to your Card's account statement.

We currently do not impose a fee for using your Card through the Wallet but we reserve the right to impose a fee in the future. Your telecommunications carrier or provider may impose web-enablement, data usage or text messaging fees or other charges for your use of the Wallet.

As a condition to using your Card in connection with the Wallet, you consent to receiving from us notifications and automatically dialed calls or text messages on your devices and phones, including at the phone number you provide, for the purpose of servicing your account. If at any time you revoke this consent, we may suspend or cancel your ability to use your Cards in connection with the Wallet.

AUTHORIZATION TO COLLECT AND SHARE DATA

You agree that we may collect, transmit, store, and use technical, location, and login or other information about you and your use of the Cards through the Wallet. You acknowledge that (i) the Wallet Provider, as well as the Wallet Provider's sub-contractors, agents, and affiliates, and (ii) the applicable payment network branded on your Card (e.g., MasterCard International Incorporated and its affiliate Maestro, American Express, or Visa, U.S.A., Inc. and its affiliate Interlink) as well as such network's sub-contractors, agents, and affiliates, will have access to certain details of your transactions made with merchants via use of your Cards through the Wallet. We will use, share and protect your personal information in accordance with the CIT Group Inc.'s – Consumer Privacy Notice applicable to your Card account (available online at: <https://www.onewestbank.com/privacy-security/>).

You acknowledge that the use and disclosure of any personal information provided by you directly to the Wallet Provider, the applicable payment network branded on your Card, or other third parties supporting the Wallet, will be governed by such party's privacy policy and not the CIT Group Inc.'s Privacy Notice.

MERCHANT RELATIONSHIPS AND DISCLAIMERS

Merchants may present to you certain discounts, rebates or other benefits (e.g. free shipping) ("Offers") in the Wallet. We will not be liable for any loss or damage as a result of any interaction between you and a merchant with respect to such Offers. Subject to applicable law and your Account Disclosures, all matters, including delivery of goods and services, returns, and warranties, are solely between you and the applicable merchants. You acknowledge that we do not endorse or warrant the merchants that are accessible through the Wallet or the Offers that they provide.

CHANGES TO PARTICIPATION IN THE WALLET AND TERMS AND CONDITIONS

Subject to applicable law, at any time we may (i) terminate your use of Cards in connection with the Wallet, (ii) modify or suspend the type or dollar amounts of transactions allowed using Cards in connection with the Wallet, (iii) change a Card's eligibility for use with the Wallet and (iv) change the Card authentication process.

We may change or modify these Terms and Conditions, at any time without notice to you, unless such notice is required by law. We will provide you notice of any changes by updating these Terms and Conditions on our website. Your continued use of your Cards through the Wallet constitutes your acceptance of such revised Terms and Conditions.

INTELLECTUAL PROPERTY

All intellectual property rights including all patents, trade secrets, copyrights, trademarks and moral rights ("Intellectual Property Rights") in the Wallet (including text, graphics, software, photographs and other images, videos, sound, trademarks and logos) are owned either by the Wallet Provider, us, our licensors or

third parties. Nothing in these Terms and Conditions gives you any rights in respect of any intellectual property owned by the Wallet Provider, us, our licensors or third parties and you acknowledge that you do not acquire any ownership rights by adding your Card to, or using your Card in connection with, the Wallet.

DISCLAIMERS OF WARRANTY

The Wallet is provided by the Wallet Provider and without warranty from us. You acknowledge and agree that from time to time, your use of your Card in connection with the Wallet may be delayed, interrupted or disrupted for an unknown period of time for reasons we cannot control. Neither we nor our affiliates will be liable for any claim arising from or related to use of your Card through the Wallet due to such delay, interruption, disruption or similar failure.

You acknowledge that we are not party to the terms and conditions for the Wallet between you and the Wallet Provider and we do not own and are not responsible for the Wallet. We are not providing any warranty for the Wallet. We are not responsible for maintenance or other support services for the Wallet and shall not be responsible for any other claims, losses, liabilities, damages, costs or expenses with respect to the Wallet, including, without limitation, any third party product liability claims, claims that the Wallet fails to conform to any applicable legal or regulatory requirement, claims arising under consumer protection or similar legislation, and claims with respect to intellectual property infringement. Any inquiries or complaints relating to the use of the Wallet, including those pertaining to Intellectual Property Rights, must be directed to the Wallet Provider.

We do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your Eligible Device. You are responsible for the selection of an Eligible Device and for all issues relating to the operation, performance and costs associated with such Eligible Device.

LIMITATION OF LIABILITY

NOTHING IN THESE TERMS AND CONDITIONS DIMINISHES YOUR RIGHTS OR LIMITATION OF LIABILITY FOR UNAUTHORIZED ELECTRONIC FUNDS TRANSFERS AS SET FORTH IN THE CARD AGREEMENT OR ACCOUNT DISCLOSURES, AS APPLICABLE. OTHERWISE:

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE, OUR PROCESSORS, SUPPLIERS, OR LICENSORS (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE WALLET, INCLUDING YOUR USE OF YOUR CARD IN CONNECTION WITH THE WALLET. UNDER NO CIRCUMSTANCES WILL WE BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM THE WALLET.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE, OUR PROCESSORS, SUPPLIERS, AND LICENSORS (AND THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE WALLET, INCLUDING YOUR USE OF YOUR CARD IN CONNECTION WITH THE WALLET; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE WALLET; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE WALLET BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE WALLET; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT

OF ANY THIRD PARTY. IN NO EVENT SHALL WE, OUR PROCESSORS, AGENTS, SUPPLIERS, OR LICENSORS (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING \$500.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

INDEMNITY

You will indemnify, defend, and hold us (and our employees, directors, agents, affiliates and representatives) harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms and Conditions, including any violation of our policies; (b) your wrongful or improper use of the Wallet, including willful misconduct or fraud; (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (d) your violation of any local, state or federal law, rule or regulation; (e) any other party's access or use of the Wallet with any appropriate security code.

REPRESENTATION AND WARRANTY

You represent and warrant to us that: (i) to the extent you identified a name at registration, the name identified by you when you registered your Card to be added to the Wallet is your name; (ii) the Card you added to the Wallet is your debit card; (iii) you have the authority to authorize the receipt of notices, calls and text messages from OneWest at the phone number you provide; (iv) you and all transactions initiated by you will comply with all federal, state, and local laws, rules, and regulations applicable to you, including any applicable tax laws and regulations; (v) you will not use your Card through the Wallet for any fraudulent undertaking or in any manner so as to interfere with the operation of the Wallet; and (vi) your use of your Card in connection with the Wallet will comply with these Terms and Conditions.

QUESTIONS

If you have any questions, disputes, or complaints about the Wallet, contact the Wallet Provider using the information given to you by the Wallet Provider. If your question, dispute, or complaint is about your OneWest Card, then contact us at: 1-877-741-9378.