



Debit Card – Digital Wallet Terms of Use

These Terms of Use (“Terms”) govern your use of any eligible debit card issued by Virginia National Bank (a “Payment Card”) when you add, attempt to add, or keep a Payment Card in a digital wallet or any other electronic payment system into which your Payment Card may be enrolled by you (“Wallet”) on any mobile phone, tablet, watch or other device (“Device”) that supports the Wallet. **These Terms are a legal agreement, so please read them carefully.** The words “you” and “your” mean a Virginia National Bank customer or authorized user, and the words “we,” “us,” “our,” and “Virginia National Bank” mean Virginia National Bank.

Your Account or Cardholder Agreement Still Applies

Your Payment Card is governed by a deposit account agreement (for debit cards) which is amended by these Terms (“Account Agreement”). The Account Agreement may describe, for example, the applicable fees, interest, and other rights and obligations that apply when you use a Payment Card. The Account Agreement still applies to your use of a Payment Card in the Wallet. In the event of any conflict between these Terms and your Account Agreement, the terms and conditions of your Account Agreement will control. You understand that your use of the Wallet will also be subject to agreements or terms of use with the relevant Wallet provider (“Wallet Provider”) or other third parties, such as wireless companies or data service providers.

Using a Payment Card in the Wallet

If you want to add a Payment Card to the Wallet, you must follow the procedures adopted by the Wallet Provider and any further procedures we adopt. You understand that not all Payment Cards are eligible to be added to the Wallet. We may not add a Payment Card to the Wallet if we cannot authenticate the Payment Card or if we otherwise suspect that there may be fraud associated with the Payment Card. The Wallet allows you to make purchases using an added Payment Card wherever the Wallet is accepted. The Wallet may not be accepted outside of the United States or at all places where your Payment Card is accepted.

Applicable Fees

We do not charge you any fees for adding a Payment Card to the Wallet. Please consult your Account Agreement or Fee Schedule (for debit cards) for any applicable fees, interest, or other charges associated with your Payment Card. In addition, the Wallet Provider or other third parties, such as wireless companies or data service providers, may charge you service fees in connection with your use of your Device or the Wallet.

Virginia National Bank is NOT Responsible for the Use or Function of the Wallet

Virginia National Bank is not the provider of the Wallet and is not responsible for its use and function. We are only responsible for the Payment Card. You should contact the Wallet Provider’s customer service if you have questions concerning how to use the Wallet or have problems with the Wallet. **We are not responsible for any failure of the Wallet or your inability to use a Wallet for any transaction. We are also not responsible for any loss, injury or inconvenience you may suffer as a result of a merchant refusing to accept the Wallet.**

Your Responsibilities to Keep Your Payment Card Secure and Notify Us of Errors or Fraud

You agree to protect and keep confidential your User ID, passwords, and all other information required for you to make purchases with your Payment Card using the Wallet. If you share these credentials with others, they may be able to access your Wallet and make purchases with your Payment Card or obtain your personal information. Your Account Agreement requires you to contact us promptly if you believe there are errors or if you suspect fraud with your Payment Card. We will resolve any potential error or fraudulent purchase in accordance with the Account Agreement. **We will not be liable for any losses you incur except as specifically described in the Account Agreement or as otherwise provided by law.**

Security of the Wallet

The Wallet Provider is responsible for the security of information provided to it or stored in the Wallet. **We are not responsible if there is a security breach affecting any information stored in the Wallet or sent from the Wallet.**

We Can Block, Suspend or Cancel Your Use of a Payment Card

We can block you from adding an otherwise eligible Payment Card to the Wallet, suspend your ability to use a Payment Card to make purchases using the Wallet, or cancel entirely your ability to continue to use a Payment Card in the Wallet. **We may take these actions at any time and for any reason**, such as if we suspect fraud with your Payment Card, if you have an overdue or negative balance on your Payment Card account, if applicable laws change or if directed to do so by the Wallet Provider or the applicable card network (such as Visa®). You may remove a Payment Card from the Wallet by following the Wallet Provider's procedures for removal.

Our Commitment to Your Privacy

We are committed to respecting the privacy of your information and we will not share your information in a manner that is inconsistent with the Privacy Notice. We will treat all personally identifiable financial information we obtain as a result of your use of the Wallet consistent with the terms of the Privacy Notice. **We are not responsible for any loss, injury or other harm you may suffer in connection with the Wallet Provider's use of your information. By provisioning your Payment Card to the Wallet, you are changing your information use and sharing choices to allow all such sharing.**

We May Change These Terms at Any Time

We may change these Terms at any time, by changing these Terms or your Account Agreement, and we will provide advance notice of these changes if we are required to do so under applicable laws. You agree to any such changes by continuing to keep a Payment Card in the Wallet. The date of the most recent change to these Terms is shown at the bottom of these Terms. If you do not accept a change to these Terms, you must remove all Payment Cards from all Wallets.

Questions?

If you have any questions, disputes or complaints about the Wallet, you should contact the Wallet Provider. If you have any questions, disputes or complaints about your Payment Card, you should contact us by referring to the contact information in your Account Agreement.