## APPLE PAY: RENASANT BANK DEBIT CARD TERMS AND CONDITIONS

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By entering your Renasant Debit MasterCard ("Renasant Debit Card") account number into Apple's mobile payment platform, commonly referred to as Apple Pay (the "Service" or the "Digital Wallet"), you agree to these Terms and Conditions ("Terms"), which are a legal agreement between you and Renasant Bank. You also acknowledge that your use of the Service is subject to the terms and conditions for the Service set forth by Apple.

- 1. Explanation of the Service: The Service provides users the ability to maintain a digital version of a Renasant Debit Card on a compatible Apple mobile device ("Eligible Mobile Device") and to make payments with the Eligible Mobile Device in stores accepting contactless payments through the Service and/or in applications offering the Service as a payment method. For a current list of Eligible Mobile Devices please visit <a href="http://www.apple.com/apple-pay">http://www.apple.com/apple-pay</a>. "Rooted" or "jailbroken" devices are not Eligible Mobile Devices. A rooted or jailbroken device is a device that has been modified by any means, including disabling hardware or software controls, to remove the device's standard limitations and protections in contravention of the manufacturer's software or hardware guidelines. You acknowledge and agree that adding your Renasant Debit Card to a rooted or jailbroken device for use in connection with the Service is expressly prohibited, constitutes a violation of these Terms, and is grounds for us to deny access to your Renasant Debit Card through the Service.
- 2. <u>Eligible Cards</u>: Only a Renasant Debit Card that we indicate is eligible can be added to your Digital Wallet. Prepaid debit cards and debit cards linked to a Health Savings Account are not eligible Renasant Debit Cards. At this time, only Renasant Bank debit cards may be used with the Service. Renasant Bank branded credit cards, which are issued and services by a third party other than Renasant Bank, are not eligible for the Service through Renasant Bank. Any eligibility for and/or use of the Service in connection with Renasant Bank branded credit cards shall be governed solely and exclusively by the third party issuer and servicer of such cards and not by these Terms. If your Renasant Debit Card or associated account is not in good standing, Renasant Bank may, in its sole discretion, designate that Renasant Debit Card as not eligible to enroll in or continue use of the Service.
- 3. Enrollment in and Use of the Service: To add your Renasant Debit Card to your Digital Wallet, you must register it with the Service by linking your Renasant Debit Card to an Eligible Mobile Device. You may be required to take additional steps to authenticate yourself before your Renasant Debit Card may be used with the Service. When linking your Renasant Debit Card to an Eligible Mobile Device with a secure element, a unique numerical identifier different from your Renasant Debit Card number ("Token") will be added to such secure element for the purpose of making purchases through the Service. If your physical, plastic Renasant Debit Card is replaced after it is lost or stolen, then upon linking your replacement Renasant Debit Card to the Service, the Service will automatically assign your replacement Renasant Debit Card to your existing Token as

long as your Eligible Mobile Device was not also lost or stolen. You authorize your wireless provider, to the extent allowed by your wireless provider's privacy policy, to disclose information to us as necessary to assist in verifying your identity and prevent fraud. Any such information disclosed to us will only be used by us for purposes of verifying your identity and fraud prevention.

When you use your Eligible Mobile Device to make payments through the Service with your Renasant Debit Card, the Service maintains a "transaction history" for your reference. You acknowledge and agree that the transaction history displayed in the Service represents only our authorization of the transactions made through the Service using your Eligible Mobile Device and does not reflect any post-authorization activity, including, but not limited to, clearing, settlement, reversals, returns, or chargebacks. As such, the transaction amount and other details displayed within the Service's transaction history may not match the transaction amount that ultimately clears, settles, and posts to your account.

Because the Service stores a virtual representation of your Renasant Debit Card on your Eligible Mobile Device, such device should be protected as you would protect your physical Renasant Debit Card. Providing your device passcode for your Eligible Mobile Device to a third party or allowing a third party to add their fingerprint to use TouchID (the fingerprint scanning function available on certain Eligible Mobile Devices) (such device passcode and TouchID functionality, collectively referred to as your "Access Code") may result in their ability to make payments through the Service on your Eligible Mobile Device. You are responsible for safeguarding access to your Eligible Mobile Device. Providing your Access Code to a third party effectively constitutes a grant of authority to make transactions through the Service on your Renasant Debit Card and, if you are a consumer, further constitutes a grant of authority under Consumer Financial Protection Bureau Regulation E ("Reg. E"). You agree to notify us immediately if your Eligible Mobile Device is lost or stolen, your Access Code is compromised, or your Renasant Debit Card has been used through the Service without your permission. You further agree to take any steps available to you to help minimize the risk of unauthorized use of the Service (for example, using the "Find My iPhone" feature, if enabled, to put your Eligible Mobile Device into Lost Mode or erase your device).

- 4. Other Agreements: Nothing in these Terms is intended to supersede, replace, or otherwise modify any other agreement you may have with Renasant Bank governing your Renasant Debit Card or the account associated therewith, including, without limitation, the Deposit Account Agreement and the Electronic Fund Transfers Disclosure and Agreement. Where these Terms may be interpreted to contradict any such agreement, that agreement should take precedence over these Terms. Terms set forth herein that are more stringent than (or additional to) those of any such agreement shall be deemed cumulative, not inconsistent.
- 5. <u>Termination</u>: Your consent is required to use the Service. If you wish to discontinue use of the Service at any time, you may delete your account information for the Renasant

Debit Card from the Service. You should also delete your account information for the Renasant Debit Card if you transfer your device to someone else. Renasant Bank may, at any time, suspend or terminate your access to the Renasant Debit Card, the Service, or any components thereof, at its discretion and without notice or liability. Also, as the provider of the Service, Apple may change, discontinue, or suspend the Service as a whole or your ability to access your Renasant Debit Card through the Service at any time. Renasant Bank does not control and is not responsible for any such actions on the part of Apple and shall not be liable to you for any such action.

- 6. <u>Responsibility for Taxes</u>: By using the Service, you agree that the reporting and payment of any applicable taxes arising from the use of the Services is your responsibility. You agree to comply with any and all applicable tax laws, if any, in connection with your use of the Services, including without limitation, the reporting and payment of any taxes arising in connection with payment transactions made through the Service.
- 7. <u>Fees</u>: We currently do not charge a fee for using your Renasant Debit Card in connection with the Service; however, we reserve the right to charge a fee in the future. We will notify you of any such fee as required by applicable law. You are responsible for any fees charged by your telecommunications provider, merchant, or any other third party in connection with your use of the Service.
- 8. <u>Software and Updates</u>: To utilize the Service, you may be required to download and install an application or other software. From time to time, you may be required to install application or software updates. In order to help minimize security risks, it is important for you to keep any application or other software required to utilize the Service updated to its most current release.
- 9. Privacy and Security: Personal information transmitted to us will be treated in accordance with the Deposit Account Agreement, the Electronic Fund Transfers Disclosure and Agreement, and/or the Renasant Bank Privacy Disclosure applicable to your Renasant Debit Card. You acknowledge that Apple, the payment network branded on your Renasant Debit Card (e.g., Visa, MasterCard, etc.), or others (such as the foregoing entities' subcontractors and affiliates) will have access to certain details of your transactions made with merchants via use of your Renasant Debit Card through the Service. You acknowledge that the use and disclosure of any personal information provided by you directly to Apple, the payment network branded on your Renasant Debit Card, or other third parties supporting the Service will be governed by such party's privacy policy and not Renasant Bank's. Renasant Bank does not control and is not responsible for the privacy and security of information that you provide through the Service to Apple, payment networks, merchants or others.
- 10. <u>Severability</u>: If any provision of the Terms is held to be illegal, invalid, or unenforceable by a competent court, then the provision shall be performed and enforced to the maximum extent permitted by law, and the remaining provisions of the Terms shall continue to remain in full force and effect.

- 11. <u>Changes to Terms</u>: Renasant Bank may modify these Terms at any time with or without notice to you. Your continued use of the Service will indicate your acknowledgment of, and intent to be bound by, any modifications made subsequent to your initial acceptance of the Terms and Conditions. You cannot change these Terms but you may terminate use of the Service by removing each Renasant Debit Card from your Digital Wallet.
- 12. Limitation of Liability and Disclaimers of Warranty: RENASANT BANK DOES NOT PROVIDE AND IS NOT RESPONSIBLE FOR THE SERVICE. BY USING THE SERVICE, YOU ACKNOWLEDGE AND AGREE TO DO SO AT YOUR SOLE RISK AND RENASANT BANK IS NOT RESPONSIBLE FOR THE RISK AS TO THE QUALITY, FUNCTIONALITY, AVAILABILITY, PERFORMANCE, PRIVACY, SECURITY, AND/OR ACCURACY OF THE SERVICE. THE USE OF YOUR RENASANT DEBIT CARD IN CONNECTION WITH THE SERVICE IS ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND FROM RENASANT BANK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, RENASANT BANK DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, QUALITY, AND NONINFRINGEMENT.
- 13. <u>Notices</u>: We may provide notices to you concerning these Terms and your use of a Renasant Debit Card with the Service by posting the information on our website, electronic delivery to the e-mail address in our records for you, or by contacting you at the current address we have on file for you. You may contact us by calling 1-877-367-5371 Monday through Friday from 8:00 a.m. to 5:00 p.m. Central Time.
- 14. <u>Applicable Law</u>: The same laws that govern the account with which your Renasant Debit Card is associated as explained in the Deposit Account Agreement shall govern these Terms.
- 15. <u>Arbitration of Disputes</u>: By using the Service, you agree that any disputes arising from or in any way related to these Terms shall be exclusively resolved by submission to binding arbitration as set forth more particularly in the Deposit Account Agreement for your Renasant Debit Card or associated account unless you have rejected arbitration in accordance with the requirements and time limit for doing so as set forth in the Deposit Account Agreement.