

DIGITAL WALLET PROVISIONING TERMS AND CONDITIONS

These terms and conditions ("Terms and Conditions") are a legal agreement between you and Kentucky Bank ("the Bank") that governs your access to and use of your eligible Kentucky Bank debit or credit cards linked to accounts domiciled in the United States ("Card" or "Cards") through any digital payment service. The terms "you" and "your" throughout these Terms and Conditions refer to primary cardholders and authorized users of consumer cards, businesses, authorized officers and authorized users of business cards, and to joint accountholders and other authorized persons with a debit card linked to Bank accounts, and the terms "we" or "us" refer to Kentucky Bank. The term "Digital Wallet" shall include the Digital Wallet branded payment functionality, the Card provisioning functionality performed, and transaction history displayed by the Wallet applications, the Digital Wallet application, Digital Wallets on the Web, and on any other Eligible Device. We will determine, in our sole discretion, which Cards will be eligible for use through Digital Wallets. Please review these Terms and Conditions before you decide whether to accept them and continue with the addition of your Cards to any Digital Wallet. You consent to receiving these Terms and Conditions electronically. By using a Card with your Digital Wallet you agree to only use your Card through your Digital 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 a Digital Wallet. These Terms and Conditions supersede any prior terms and conditions you may have agreed to with respect to access to, and the use of, Cards through a Digital Wallet. You agree that these Terms and Conditions govern your access to, and use of, Cards through a Digital Wallet on all Eligible Devices.

By agreeing to these Terms and Conditions, you represent the following:

- You are 18 years old or older; and
- Capable of entering into a legally binding agreement.

Your Card is governed by a deposit account agreement (for debit cards) or a cardholder agreement (for credit cards), including any attachments, which are 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 Card. The Account Agreement still applies to your use of a 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. You also acknowledge that your use of Digital Wallets is subject to the terms and conditions set forth by your Digital Wallet provider or another third party supporting your Digital Wallet with respect to the use of the Digital Wallet.

ELIGIBILITY / ENROLLMENT

Digital Wallets are available to cardholders for the purposes of purchasing goods and services or for other transactions with a compatible device as determined by your Digital Wallet provider ("Eligible Device") at merchants that accept Digital Wallet as a form of payment through near field communication (NFC) enabled payment terminals, for in-app purchases and authorized merchant websites when using a compatible browser or compatible device. Digital Wallets allow 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 a Digital Wallet, you must register your Card with your Digital Wallet provider by linking ("provisioning") your Card to an Eligible Device. You may be required to take additional steps to authenticate yourself before your Card is added to a Digital Wallet, including by providing additional

identifying information. When provisioning your Card through a Digital Wallet to an Eligible Device that contains a secure element, a unique numerical identifier different from your Card number ("Token") will be added to such secure element, for the purpose of making purchases through a Digital Wallet. Due to the manner in which your Digital Wallet operates, you may need to present your Eligible Device at a merchant when you return an item purchased using a Digital Wallet on such Eligible Device. You authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, account activation date, and device make and model, where provided in accordance with your mobile operator's privacy policy, to allow verification of your identity and to compare information you have provided to Kentucky Bank with your mobile operator account profile information. Kentucky Bank will only use and store this disclosed data for fraud prevention purposes.

YOUR USE OF KENTUCKY BANK CARDS THROUGH DIGITAL WALLETS

Please review the card and deposit agreement, as applicable, for important information on your rights and responsibilities when making purchases using your card. If your Eligible Device is lost or stolen, your Touch ID (fingerprint identity) or other passcode is compromised or Card has been used through a Digital Wallet without your permission, you must notify us immediately. If you fail to notify us without delay, you may be liable for part or all of the losses in connection with any unauthorized use of your Card in connection with the Digital Wallet.

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

As a condition to using your Card in connection with a Digital 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. If at any time you revoke this consent, we may suspend or cancel your ability to use your Cards in connection with a Digital Wallet.

Devices modified contrary to the manufacturer's software or hardware guidelines, including by disabling hardware or software controls—sometimes referred to as "jailbreaking"—are not Eligible Devices. You acknowledge that the use of a modified device to use your Card in connection with a Digital Wallet is expressly prohibited, constitutes a violation of the Terms & Conditions, and is grounds for us to deny your access to your Cards through a Digital Wallet.

CHANGES TO PARTICIPATION IN DIGITAL WALLETS AND TERMS AND CONDITIONS

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

We may change or modify these Terms and Conditions, at any time without notice to you. We may revise these Terms and Conditions at any time by updating these terms on our website. You are bound by such revisions and should therefore review the current Terms and Conditions as posted by Kentucky Bank on its website from time to time.

DISCLAIMERS OF WARRANTY

Digital Wallets are provided by any third parties that support Digital Wallets, and without warranty from us. You acknowledge and agree that from time to time, your use of your Card in connection with Digital Wallets 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 a Digital Wallet due to such delay, interruption, disruption or similar failure.

You acknowledge that we are not party to the terms and conditions for Digital Wallet between you and any third parties supporting Digital Wallet and we do not own and are not responsible for your Digital Wallet. We are not providing any warranty for your Digital Wallet. We do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your Eligible Device.

PRIVACY AND SECURITY

Your privacy and the security of your information are important to us. Bank's Privacy Notice (available at <https://kybankdev.wpengine.com/wp-content/uploads/2016/01/Privacy-Policy.pdf>) applies to your use of your Card in the Wallet. You agree that we may share your information with the Wallet provider, a payment network, and others in order to provide the Service, to make information available to you about your Card transactions, and to improve our ability to offer this Service. This information helps us to add your Card to the Wallet and to maintain the Wallet. We do not control the privacy and security of your information that may be held by the Wallet provider or third parties and that is governed by the privacy policy given to you by the Wallet provider or third parties.

QUESTIONS AND DISPUTES

If you have questions, disputes, or problems with the Wallet, contact the Digital Wallet Provider. If you have questions, disputes, or problems concerning the Kentucky Bank Card, you should contact us at 800-467-1939.