

Digital Wallet Terms and Conditions for Burke & Herbert Bank Customers

These Terms and Conditions represent your agreement with Burke & Herbert Bank (“Bank”) regarding the use of your eligible Burke & Herbert Bank Visa® Debit Card or Burke & Herbert Bank Visa® Business Debit Card (“Card”) with a digital wallet service (“Service”) such as Apple Pay, Google Pay, and Samsung Pay. Within these Terms and Conditions, “you”, “your”, or “user” refer to the cardholder whose name is located on the Card or any authorized user of the Card. “Bank”, “we”, “our”, or “us” refer to Burke & Herbert Bank the issuer of the Card. These Terms and Conditions are being provided electronically and are considered “in writing”, and are available to you in a form you may keep at burkeandherbertbank.com/terms/disclosures. Enrolling your Card into any Service constitutes acknowledgement and agreement to these Terms and Conditions.

1. Digital Wallet Service

The Service is provided by a third-party vendor for the purpose of using a wireless phone, tablet, watch, or other compatible device (“Device”) to purchase goods and services from merchants who accept the Service as a form of payment. The Service uses your Device to authorize your transaction at the merchant's point of sale terminal or reader without your plastic Card. The Service routes the transaction to the Card you have designated and returns authorization for the payment to the merchant. The Service may not be accepted at all places where your Card is accepted. Transactions on your Card initiated through the Service are governed by the applicable Deposit Account Agreement, associated Schedule of Fees, and Electronic Fund Transfer disclosures. The Service provider’s Terms & Conditions describe your rights and obligations regarding the Service. You should contact your digital wallet provider to learn about the terms of its agreement with you for your use of the Service, for any other limitations or restrictions related to the Service, for information on which mobile devices are supported by the Service, and for other minimum hardware and software requirements.

2. Responsibility for the Digital Wallet

The Bank is not the provider of the digital wallet, and we are not responsible for providing the Service to you. We are only responsible for supplying information securely to your digital wallet provider to allow usage of your Card in the digital wallet. We are not responsible for the performance or non-performance of a digital wallet or for any related third-party relationships that may impact your use of a digital wallet.

3. Relationships to Other Agreements

Your enrollment into the Service does not impact any other agreements we may have with you. The Deposit Account Agreement, associated Schedule of Fees, and Electronic Fund Transfer disclosures which were provided to you at account opening and amended from time to time remain in full force and effect regardless of whether or not you use the Service. Any transaction you make with your enrolled Card using the Service will be considered the same as if you had used your Card in person or online to conduct the transaction and any fees (if applicable) will apply per the terms of your Deposit Account Agreement and associated Schedule of Fees with us.

4. Eligibility

Only Cards that we indicate are eligible can be added to the Service. If your Card or underlying account is not in compliance with the applicable agreements or disclosures, or if the Bank otherwise suspects that there may be fraud associated with your Card, your Card will not be eligible to enroll in the Service. You can add an eligible Card to the Service by registering the Card through the Service by following the Service's authentication and enrollment requirements.

5. Fees

Any applicable fees and charges that apply to your Card also will apply when you use the Service to use your Card. The Bank does not charge you any additional fees for adding the Card to the Service or for using your Card in the Service. Any change to this in the future would be communicated to you in writing/electronically at least 30 days in advance of the date on which such fees would take effect. The digital wallet provider and other third parties such as wireless companies or data service providers may charge you fees. You are responsible for any service charges or fees imposed on you by your digital wallet provider, your wireless carrier, or any other associated third party. If you no longer wish to pay service charges or fees imposed on you by your digital wallet provider, it is your responsibility to terminate your Service.

6. Security

You are solely responsible for maintaining the security of your Service credentials (including user identification, password, or other access credentials), and any other means that you may use to access the Service securely on your device. You should not share your Service credentials with any other individuals. If you do share these credentials with any other person, you expressly authorize them to access your personal information, payment information, access your accounts, and initiate transactions with your Card using the Service. We will not be liable to you for any losses, costs or damages caused by your failure to properly use or secure the digital wallet.

You agree to safeguard your device at all times and not leave it unattended. If you enroll in the Service and the Device is lost or stolen, or you have reason to believe that the Device has been compromised, including that of your fingerprint reader, PIN, or other security device, you agree to contact the Bank immediately so that we can take action to disable your Card for use within the Service. Given that the Device can be used like a Card to make purchases, you must notify us in the event the Device is lost or stolen with the same urgency as if your physical Card is lost or stolen. If you fail to notify us, you may be liable for all or a portion of the losses associated with unauthorized use of your Card whether that use was through the Service or not. To notify of us of the loss or compromise of the Device, please contact us at 703-684-1655.

7. Limitation of Liability

The Bank is not responsible for the Service. You expressly acknowledge and agree that use of the Service is at your sole risk, and the Bank is not responsible for the risk as to satisfactory quality, performance, or accuracy. The Bank makes no representations or warranties of any

kind regarding the Service, including, without limitation merchantability or the implied warrant of fitness for a particular purpose and related warranties and representations. No verbal or written information or advice given by the Bank will create a warranty not expressly stated in this Agreement. Should the Service prove defective, the Bank assumes no liability for the costs of all necessary servicing, repair, or correction. You are solely responsible for the selection, maintenance, security, and operation of your Device, and the associated software, and telecommunication, mobile and internet services. The Bank expressly disclaims any and all liability as it relates to the improper use of your Device and the access and transmission of data except as provided by statute. The Bank is not responsible for any errors or failures due to any malfunction of your hardware or software, the unsuitability of your Device, or any virus, or problem that may be associated with the use of the Device or its software.

8. Indemnity

You agree to indemnify, defend, and hold the Bank harmless from and against any and all claims, actions, damages, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of your use of the Service, any negligent or intentional action or inaction, and/or any breach of the Terms and Conditions of this Agreement. You agree that this paragraph shall survive the termination of this Agreement for any reason.

9. Information Sharing & Privacy

Your privacy and the security of your information are important to us. Burke & Herbert Bank's Privacy Notice, located on our website, applies to your use of the Card in the Service. By enrolling in and using the Service, you authorize the Bank to collect information from the service provider to verify your identity and to enable you to use the Service. You agree that we may share your information with the service provider(s), payment networks, and others in order to provide the services you have requested, and to make information available to you about your Service transactions. We will use your information in accordance with our Privacy Notice. We do not control the privacy and security of the information that may be held by the digital wallet provider and that is governed by the privacy policy given to you by the digital wallet provider. You should contact your digital wallet provider or review its privacy policies to learn how your digital wallet provider collects, uses, and discloses your personal information.

10. Suspension or Discontinuing Digital Wallet Service

Upon your request or for our protection, we may block, suspend, or cancel use of your Bank issued Card within the Service. We may take these actions at any time and for any reason, such as if we suspect fraud with your Card, your Device becomes lost or stolen, or if applicable laws change. You may delete or remove your Card from the Service by following the Service instructions.

11. Replacement Cards

If the Bank issues you a replacement Card because your Card has expired, been compromised, or you have reported it as lost, stolen, or damaged, and you wish to continue to use the Service, then you will have to update your digital wallet service with the information from your new Card.

12. Change in Terms

We reserve the right, in our sole discretion and at any time, to discontinue or terminate the Service or access to your Card for the Service, or to terminate, add, delete or change any term or condition of these Terms and Conditions for the Service. We will provide you with notice of any such termination or change as required by law. Your continued use of the Service will constitute your acceptance and agreement to any change in the Terms and Conditions.

13. Contacting You Electronically

By enrolling, you consent to receive electronic communications and notices from us in connection with the Service or your Card by email or through text message to your Device. You agree that we can contact you by email at any email address you provide to us. You agree to update your contact information with us when it changes by calling us at 703-684-1655.

14. Governing Law and Disputes

These Terms and Conditions are governed by federal law and, to the extent that state law applies, the laws of the state that apply to the agreement under which your Card and underlying account is covered. Disputes arising out of or relating to these Terms and Conditions will be subject to any dispute resolution procedures in your Deposit Account Agreement and Electronic Fund Transfers disclosures.

15. Questions

If you have any questions, disputes, or complaints about the Service, contact the digital wallet provider using the information given to you by the provider. If your question, dispute, or complaint is about your Card, then contact us at 703-684-1655.

16. Representation

You represent that you are the legal owner of the account(s) and other financial information which may be accessed via the Service. You represent and agree that all information you provide to us in connection with the Service is accurate, current and complete, and that you have the right to provide such information to us for the purpose of using the Service. You agree not to misrepresent your identity or your account information. You agree to keep your account information confidential, up to date and accurate. You represent that you are an authorized user of the device you will use to access the Service.

17. Consent

By enrolling in the Service, you agree to receive these Terms and Conditions electronically and acknowledge that you have read and agree to be bound by these terms. Your acceptance will be considered binding as if you provided a signature. If you do not agree to provide this Consent or otherwise do not want to use the Service, please do not proceed with enrollment.

