

Terms and Conditions

These Terms and Conditions govern your use of First Reliance Bank's (the "Bank" "we", "us" and "our") digital wallet service (the "Service"). Any debit card you add to your digital wallet ("Wallet") and the account associated with your debit card will remain subject to the terms and conditions of all existing agreements with the Bank, including your Deposit Account Agreement and Online Banking Agreement. Please review the terms of those agreements, as amended from time to time, as they contain important information about your rights and responsibilities when making transactions through the Wallet.

You acknowledge that certain message and data rates may apply from your wireless service providers and/or wireless carriers which might impact your use of the Wallet. For example, your mobile service carrier or provider may impose data usage or text charges for your use of or interaction with the Wallet, including downloading the software, receiving or sending text messages, or other use of your mobile device when using the software or other products and services provided by the Wallet. You expressly agree that you are responsible for all such fees, limitations, and restrictions and that we may contact you via your mobile device for any purpose concerning your accounts at the Bank, including account servicing and collection purposes.

Adding your First Reliance Bank Card to a Wallet. To add your debit card to your Wallet, you should follow the instructions provided by the Wallet provider. Not all First Reliance Bank cards will be eligible to be added to a Wallet. The Bank reserves the right, in the Bank's sole discretion, to determine that your card is not eligible for enrollment.

Using a Wallet. A Wallet may enable you to create a virtual representation of your debit card on your mobile device. The Wallet may permit you to make contactless payment at merchants' point of sale terminals or readers that accept contactless payments. Once you have added your debit card to a Wallet, you can enter into transactions where the Wallet is accepted. The Wallet may not be accepted at all places where your debit card is accepted. Further, some merchants may require a physical presentation of your debit card or your government-issued identification to complete transactions above a certain dollar amount.

First Reliance Bank is not Responsible for Wallets. The Bank is not the provider of the Wallet, and as such, the Bank is not responsible for providing you with the Wallet. The Bank is only responsible for supplying secure information to the Wallet provider to allow you to use your debit card in the Wallet. The Bank is not responsible for any failure, errors, delays, performance, or nonperformance of the Wallet, the Wallet provider, or any third parties regarding your use of the Wallet, or any agreement you enter into with the Wallet provider or a third party related to the use of the Wallet.

Removing your Debit Card from a Wallet. To remove your debit card from the Wallet, you should follow the instructions provided by the Wallet provider.

Account Ownership/Accurate Information. You represent that you are the legal owner of the account and other financial information which may be accessed via the Wallet. You represent and agree that all information you provide in connection with the Wallet is accurate, current, and complete, and that you have the right to provide such information to us for the purpose of operating the Wallet. You agree not to misrepresent your identity or your account information.

Measures to Maintain Your Privacy and Security. You agree that we may share your information with the Wallet provider, a payment network, and others in order to provide the services you have requested, to make information available to you about your transactions, and to improve our ability to offer the Service. We do not control the privacy and security of your information that may be held by the Wallet provider and that is governed by the privacy policy given to you by the Wallet provider. You agree not to leave your mobile device unattended while logged into the Wallet and to log off immediately at the completion of each access by you. You agree not to provide your password or other access information to any other person. If you believe that someone may have unauthorized access to your mobile device, you agree to immediately cancel your access to the Wallet associated with the mobile device. You agree to provide us with immediate notice in the event you suspect fraud or any unauthorized access to any of your accounts. You agree to comply with all applicable laws, rules and regulations in connection with your debit card.

You agree to take every precaution to ensure the safety, security and integrity of your account and transactions when using the Wallet.

We may in some cases make individually identifying information available only in the following circumstances: where ordered by a court or other legal body or where it is lawfully permitted or required; where we have agreed to provide information under contracts to vendors and partners to make products and services available to our customers; or where the customer has requested or consents to the disclosure of information.

Changes in these Terms and Conditions. Except as otherwise required by law, the Bank may in its sole discretion change these terms, and modify or cancel the eligibility to use your debit card with a Wallet service at any time, without notice. Your continued use of the Services after we have made any changes to these terms, constitutes your acceptance of the new terms. You cannot change these terms, but you can terminate them by removing your debit card from the Wallet. The Bank reserves the right to refuse any transaction for any reason.

Exclusion of Warranties; Limitation of Liability.

YOU EXPRESSLY UNDERSTAND AND AGREE THAT YOUR USE OF A MOBILE WALLET AND THE SERVICE IS AT YOUR SOLE RISK. ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE WALLET IS OBTAINED AT YOUR OWN DISCRETION AND RISK, AND FIRST RELIANCE BANK IS NOT RESPONSIBLE FOR ANY DAMAGE TO YOUR MOBILE DEVICE OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL, WHETHER DUE TO ANY COMPUTER VIRUS OR OTHERWISE.

TO THE FULLEST EXTENT PERMITTED BY LAW, THE BANK DISCLAIMS ALL REPRESENTATIONS, WARRANTIES, AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO ANY AND ALL WALLETS AND ALL INFORMATION, PRODUCTS, AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM ANY WALLET. EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL FIRST RELIANCE BANK, ITS SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, OR REPRESENTATIVES BE LIABLE FOR DEATH, PERSONAL INJURY, PROPERTY DAMAGE, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL OR FINANCIAL DAMAGES, LOST REVENUES, OR OTHER LOSSES OF ANY KIND, ARISING OUT OF THESE TERMS

AND CONDITIONS, THE SERVICE, OR IN ANY WAY RELATED TO YOUR USE OR INABILITY TO USE ANY CARD IN CONJUNCTION WITH A NON-FIRST RELIANCE BANK WALLET OR SERVICES, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF THE BANK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

Indemnification. You shall indemnify and hold the Bank, its licensors, sponsors, agencies and its subsidiaries, affiliates, officers, and employees, harmless from any claim or demand, including reasonable attorneys' fees, made by any third party due to or arising out of (i) your use of any debit card and the Wallet or (ii) any breach of the terms and conditions set forth in these Terms and Conditions by you, your authorized users of the Wallet using your debit card or credentials. You must use your best efforts to cooperate with the Bank in the prosecution or defense of any such claim.

Contacting you Electronically and by Email. You acknowledge and agree that by adding your debit card to a Wallet, the Bank may contact you electronically or by email in connection with your debit card and the Wallet. You agree that the Bank may contact you at any email address you provide to the Bank in connection with your accounts. You agree to update your contact information with the Bank any time it changes.

Governing Law and Disputes. These Terms and Conditions are governed by the laws of the State of South Carolina, without regard to conflicts of law's provisions. Any disputes arising from these Terms and Conditions shall be governed by the dispute resolution provisions contained within your Online Banking Agreement, as amended from time to time.