

Terms of Use for Mobile Payment Services

Last Modified: September 2020

The following Terms of Use for Mobile Payment Services (“**Terms**”) apply when you choose to add a debit card or prepaid card issued by MetaBank®, National Association (“**Card**”) to a mobile or digital payment wallet (“**Wallet**”). In these Terms, “**Wallet**” refers to software-based systems and services, such as Apple Pay, Google Pay, Samsung Pay or similar services, to enable payment, purchase or other financial transactions to be made through computers, tablets or mobile phones or devices via linked accounts (including credit, debit, and prepaid or stored-value cards or accounts); “**you**” and “**your**” refer to the holder of the Card; and “**we,**” “**our,**” and “**Bank**” refer to MetaBank.

When you add a Card to a Wallet, you agree to these Terms:

- Adding a Card.** A Card may be added to any eligible Wallet by following the instructions of the Wallet provider. Only Cards indicated as eligible can be added to an eligible Wallet. A Card may be added to multiple Wallets and through multiple eligible devices. The Terms apply to each Card in each Wallet and to your use of each Card in each Wallet. You understand that your use of a Card through a Wallet is subject to the agreements or terms of use required by the Wallet provider, third party wireless companies, and/or data service providers and others (each, a “**Service Provider**”). You may not add a Card to a Wallet or use a Card in a Wallet if the Card has a negative balance, or if the Card has been cancelled, suspended or closed for any reason.
- Terms.** These Terms are in addition to and do not replace or supersede the terms of the agreement governing the Card (“**Accountholder Agreement**”). To the extent there is a conflict between these Terms and your Accountholder Agreement, the Terms control only with respect to Wallet Services. Any applicable fees and charges that apply to the Card will also apply when you use a Wallet to access the Card. The Wallet provider and Service Providers may charge fees for use of the Wallet that are not disclosed in the Accountholder Agreement.
- Liability.** MetaBank is not responsible for or the provider of the Wallet. MetaBank is not responsible for any failure of a Wallet or the inability to use a Wallet for any transaction. MetaBank is not responsible for the performance or non-performance of the Wallet provider or any other Service Provider or associated third party that may impact use of a Wallet. Questions about how to use a Wallet should be addressed to the Wallet provider.
- Wallet functions.** By adding the Card to a Wallet, the Card may be used to make purchases where the Wallet is accepted, but restrictions may apply to use of the Card and the Wallet. Card use restrictions include but are not limited to: (1) restricted geographic or merchant locations where there is a higher risk of fraud or illegal activity; (2) restrictions to comply with laws or prevent MetaBank liability; and (3) other restrictions to prevent fraud and other losses. Information about the Card and certain transactions may also be made available through a Wallet. The Wallet may not be accepted everywhere the Card is accepted.
- Security.** You agree to protect and keep confidential your User ID, passwords and all other authentication information required for your use of a Card in a Wallet. If you share any of these credentials with others, third parties may be able to use your Card through a Wallet and access Card information made available through the Wallet. To complete certain purchases, a merchant may require you to present a physical Card or government-issued form of identification.

6. Billing errors. You are responsible for identifying and reporting errors in accordance with the section of the Accountholder Agreement containing information about your right to dispute errors if any occur when you use a Card in a Wallet. Any reported error will be resolved in accordance with the terms disclosed in the Accountholder Agreement.

7. Ending or suspending use of a Card. Your ability to use a Card in a Wallet can be ended or suspended at any time, and MetaBank has the right to block transactions made with a Card through a Wallet at any time. You may remove your Card from a Wallet by following the instructions provided by the Wallet provider.

8. Privacy and Security. By using a Wallet, you agree to have information about you exchanged with the Wallet provider, Service Providers, the Card networks (e.g., Visa and Mastercard) and others in order to: (1) facilitate any Wallet services you request; (2) make information about Card transactions available to you; and (3) improve your ability to obtain Wallet services. This sharing may be in addition to and beyond the sharing provided for in our Privacy Policy. We do not control how the Wallet provider or Service Providers use information received in connection with the Card. Use of a Wallet involves the electronic transmission of personal information through third party connections. Reasonable commercial efforts will be used to ensure that information sent in connection with your use of a Wallet is sent securely. MetaBank is not responsible if a security breach occurs that affects any such information stored by a Wallet provider or a Service Provider.

9. Disclaimer of warranties. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF A CARD YOU ADD TO A WALLET IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE CARD MADE AVAILABLE TO YOU THROUGH A WALLET IS PROVIDED TO YOU "AS IS" AND "AS AVAILABLE," WITH ALL DEFECTS THAT MAY EXIST FROM TIME TO TIME AND WITHOUT WARRANTY OF ANY KIND, AND METABANK, ON BEHALF OF ITSELF AND ITS SUPPLIERS, HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO ANY CARD YOU ADD TO A WALLET, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY, QUIET ENJOYMENT, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

10. Governing law. The Terms are governed by federal law and, to the extent that state law applies, the laws that apply to the Accountholder Agreement. Disputes arising out of or relating to these Terms are subject to the dispute resolution procedures described in the Accountholder Agreement.

11. Changes to the Terms. The date of the most recent change to the Terms appears at the beginning of the Terms, immediately below the caption.

12. Questions. If you have questions, disputes, or complaints about a Wallet, contact the Wallet provider using the information provided to you. If you have questions, disputes, or complaints about a Card, refer to the contact information contained in the Accountholder Agreement and printed on the back of the physical Card.