

# BANCORP TERMS FOR CARD USE WITH WALLET SERVICES

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**PLEASE READ THIS DOCUMENT CAREFULLY.**

These terms for card use with Wallet services (the "**Terms**") apply when you choose to add a card issued by The Bancorp Bank ("**Card**") to a third party payment wallet ("**Wallet**"). In these Terms, "you" and "your" refer to the holder of the Card, and "we," "our," and "**Bank**" refer to The Bancorp Bank. The Terms apply 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**").

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

1. Adding a Card. A Card may be added to any eligible Wallet by following the instructions of the Wallet provider (e.g., ApplePay, GooglePay, Samsung Pay, etc.). You may not add a Card to a Wallet or use a Card in a Wallet if the Card or account has a negative balance, or if the Card has been cancelled, suspended or closed for any reason.
2. Relation to other Agreements. The terms of the Bank Account Agreement governing your account ("**Bank Account Agreement**") or Cardholder Agreement governing the Card ("**Cardholder Agreement**") do not change when you add the Card to a Wallet (collectively, the "**Agreements**"). To the extent of any consistency between these Terms and your Agreements, these Terms control only with respect to the provisioning of a Card to a Wallet service. Any applicable fees, limits and charges that apply to the Card will also apply when you use a Wallet to access the Card. Bank does not charge any additional fees for adding the Card to a Wallet or using the Card in a Wallet. The Wallet provider and Service Providers may charge fees.
3. Bank Responsibility. Bank is not the provider of any Wallet you use and is not responsible for providing Wallet services to you. Bank is not responsible for any failure of a Wallet or the inability to use a Wallet for any transaction. Bank is not responsible for the performance or non-performance of the Wallet provider or any other Service Provider regarding any

agreement you enter into with the Wallet 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.

4. Wallet functions. A Wallet simply provides another way for you to make purchases with the Card. 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/or the Wallet. Card use restrictions include but are not limited to: restricted geographic or merchant locations where there is a higher risk of fraud or illegal activity; restrictions to comply with laws or your Agreements; and other restrictions to prevent fraud and other losses. Information about the Card and certain recent transactions may also be made available through a Wallet. The Wallet may not be accepted everywhere the Card is accepted.
5. 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 Agreements. Any reported error will be resolved in accordance with the terms disclosed in the Agreements or the terms of the Wallet provider, if applicable.
7. Ending or suspending use of a Card. Your ability to use a Card in a Wallet can be blocked, suspended, or terminated at any time. You may remove your Card from a Wallet by following the instructions provided by the Wallet provider.
8. Privacy and security. You agree that by adding a Card to a Wallet, information about you will be exchanged with the Wallet provider, Service Providers, the Card networks (e.g., Visa® and Mastercard®) and others, despite what is stated in the Agreements and related Privacy Policies. Information may be shared in order to facilitate any Wallet services you request; to make information about Card transactions available to you; and/or to improve your ability to obtain Wallet services. 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. By using the Wallet, you acknowledge that Bank is not responsible for the security of information once it has been provided to the Wallet provider or any Service Provider, and Bank 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 BANK, 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 of the state that apply to the Agreements. Disputes arising out of or relating to these Terms are subject to the dispute resolution procedures described in the Agreements.
11. Changes to the Terms. The Terms may be changed at any time as allowed by law. You agree to any such changes by continued use of the Card in a Wallet and/or by keeping the Card in a Wallet. The date of the most recent change to the Terms appears above.
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 the Card, refer to the contact information contained in the Agreements and printed on the back of the physical Card.