

Digital Wallet Terms of Service for PayForward Visa® Prepaid Cards

Effective: April 1, 2020

Description and Background

These Terms of Service (“Terms”) are a legal agreement between you, Stride Bank, N.A., and PayForward, LLC governing the use of your PayForward Visa Prepaid Card issued by Stride Bank, N.A., member FDIC (“Prepaid Card”) when used in conjunction with your digital wallet. A digital wallet (“Wallet”) is a service provided by another company (such as Apple Pay, Android Pay, Samsung Pay, etc.), that allows you to use your Card to enter into transactions where the Wallet is accepted. A Wallet may not be accepted at all places where your Prepaid Card is otherwise accepted. You can add or remove your Prepaid Card to/from a Wallet by following the instructions of the Wallet provider. These Terms apply to you and anyone you authorize to use the Wallet. “You” and “your” mean the person to whom the Prepaid Card is registered and who is authorized to use the Card as provided by these Terms. “We”, “us”, “our” and “Bank” means Stride Bank, N.A., its successors and assigns. “Card Servicer” means PayForward, which functions as a Prepaid Card distributor and servicer on behalf of the Bank.

These Digital Wallet Terms and Conditions provided to you electronically are considered “in writing” and are available to you in a form that you can keep. Please read these Terms carefully before creating, activating, or using your Wallet to maintain a digital version of your Prepaid Card within the Wallet. The storage and usage of the digital version of your Prepaid Card when using the Wallet are subject to the terms and conditions found within the cardholder agreement of your Prepaid Card and deposit account as well as the following Terms of Service. If you do not want to agree to these Terms, you must not create, activate, download, or use the Wallet.

Relationship to Wallet Providers

Neither the Bank nor the Card Servicer are the provider of the Wallet and are not responsible for providing the Wallet service to you. We are only responsible for supplying information securely to the Wallet provider to allow usage of your Prepaid Card in the Wallet as you have requested. We are not responsible for any failure of the Wallet or the inability to use the Wallet for any transaction. We are not responsible for how the Wallet provider performs its services or any other third parties regarding any agreement you enter into with the Wallet provider or associated third party relationships that may impact your use of the Wallet. Neither the Bank nor the Card Servicer owns, operates, or controls any Wallet used. You understand that your use of the Wallet will also be subject to agreements or terms of use with your Wallet provider or other parties.

Cardholder Eligibility

The Wallet includes the ability to utilize any eligible Prepaid Cards issued to you by the Bank. In order for the Bank to authorize the use of your eligible Prepaid Card within the Wallet, your Prepaid Card and underlying account must be in good standing and you must not be restricted from using a digital wallet based upon any limitations imposed by your wireless or data service provider, and/or any other third party associated with your Wallet.

Device Eligibility

You are required to have an eligible mobile device in order to use this service. Your wireless or data service provider, at their sole discretion, determines which mobile devices are eligible to be used in conjunction with the service. Devices which have been unlocked in an unauthorized fashion (jail-broken) or otherwise modified are not eligible for use with the Wallet. You acknowledge that use of an ineligible mobile device with the Wallet is expressly prohibited, constitutes as breach of these Terms, and is grounds for your access to the Wallet to be temporarily suspended, permanently terminated, or otherwise denied for further access. We are not liable to you for the effects (third party or otherwise) of such termination or suspension. You should contact your wireless or data service provider if you are unsure whether your mobile device is eligible to support your digital Wallet.

Relationship to Cardholder and Other Agreements with the Bank and Card Servicer

Your enrollment into the Wallet does not impact any other agreement we have with you. Nothing in these Terms is intended to supersede, replace, or otherwise modify any cardholder or other agreement you may have with the Bank or Card Servicer. Your cardholder agreements with the Bank contain arbitration provisions which also apply to your use of your Prepaid Card through the Wallet service. For the avoidance of confusion, any transaction you make with your enrolled Prepaid Card through the Wallet service will be considered the same as if you had used your Prepaid card in person to conduct the transaction and all applicable conditions of the cardholder agreement will apply per the terms of the cardholder agreement.

Fees

We do not charge any fees for the ability to utilize the Wallet service; however, the Wallet provider and some third parties may charge fees for various items associated with the usage of the Wallet. You are responsible for any fees charged to you by the Wallet provider, wireless companies or data service providers, payment instrument, merchant, or any other third party in connection with your use of the Service.

Responsibility for Taxes

The reporting and payment of any applicable taxes arising from the use of the Wallet services is your responsibility. You hereby agree to comply with any and all applicable tax laws in connection with your use of the Wallet, including without limitation, the reporting and payment of any taxes arising in connection with payment transactions made through the Wallet.

Software and Updates

To utilize the Wallet service, you may be required to download and install a mobile application (app) or other software. From time to time, you may be required to install software updates.

Termination of Access

The Card Servicer may, at any time, block or suspend your access to the PayForward Mobile App, digital cards, or any components thereof, at its discretion. The Card Servicer may take these actions at any time and for any reason, such as if we suspect fraud with your Prepaid Card, if your device becomes lost, or if applicable laws change. You may uninstall the PayForward Mobile App at any time. You should uninstall the App if you transfer your device to someone else. The Card Servicer may, without prior notice or liability, discontinue or change any aspect of the App. This includes restricting or removing access to specific features or data which may previously have been accessible.

Privacy and Security

You agree that the Bank and Card Servicer may collect, transmit, store, and use certain information about you and your use of the Wallet service. Personal information transmitted to us, stored by us, or used by us will be treated in accordance with the privacy policies of the Bank and Card Servicer. This information helps us to add your Card to the Wallet and to maintain the Wallet. The aforementioned privacy policies can be viewed on the PayForward cardholder website or within the PayForward Mobile App.

We do not control the privacy and security of your information that may be held by the Wallet provider as that is governed by the privacy policy given to you by the Wallet provider. Additionally, if you have location services enabled on your device, the location of your device may be collected and shared by the Wallet provider. You understand and acknowledge that third parties, such as Apple, Google, Samsung, and Visa, will have access to certain information and details regarding transactions made using the Service. Any information provided to third parties will be treated in accordance with their respective privacy policies and not the privacy policies of the Bank and Card Servicer. To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.

Communication

Occasionally, the Bank or Card Servicer may need to provide you information regarding your Prepaid Card that is linked to your Wallet. You agree to receive electronic communication from us, including emails or text messages to the contact information you have provided in connection to your Prepaid Card account. These electronic communications will relate to your use of the Wallet service and your Prepaid Card. You agree to update your email address when it changes by contacting us. If you consent to receive text messages at the mobile phone number you have on file with us for your Prepaid Card, we will not charge a fee for sending you communications via text. Standard network charges from wireless providers or data service providers may apply for receiving text messages.

Support

For support related to PayForward Prepaid Card used in the Wallet service, please call 1-844-944-9273 for assistance. If you have any questions, disputes, or complaints about a Wallet, contact the Wallet provider using the information given to you by the Wallet provider.

Availability and Non-Endorsement

The availability and functionality of the Wallet service, or any part thereof, depends on various factors and elements, including software, hardware, and communication networks that are at least partially provided by third parties. These factors are not fault free. The Bank or Card Servicer does not warrant or guarantee that the Wallet service will operate without disruption, errors, or interruptions, or that it will be accessible or available at all times.

Neither the Bank nor the Card Servicer represent or endorse, and shall not be responsible for: the reliability or performance of any Seller, merchant, or Third Party Provider; the safety, quality, accuracy, reliability, integrity, or legality of any product, offer, loyalty program, or other items that may be stored, redeemed, and/or utilized as part of any process related to the Service; the truth or accuracy of the description of any product, or of any advice, opinion, offer, proposal, statement, data, or other information (collectively, "Content") displayed or distributed, purchased, or paid for through the use of the tools in the Wallet Service; or the availability, integrity, or security of any third-party service utilizing capabilities based on the Wallet service.

Changes in Terms and Severability

If any provision of the Terms is held to be illegal, invalid, or unenforceable by a competent court, then provision shall be performed and enforced to the maximum extent permitted by law, and the remaining provisions of the Terms shall continue to remain in full force and effect.

The Bank or Card Servicer may modify these Terms at any time. Your continued use of the Wallet service will indicate your acknowledgement of, and intent to be bound by, any modifications made subsequent to your initial acceptance of the Terms of Service.

Applicable Laws and Jurisdiction

The interpretation and enforcement of these terms and conditions shall be governed by and construed in accordance with the laws of the United States and the State of Oklahoma, without regard to principles of conflict of laws.

Indemnity

You agree to indemnify, defend, and hold both the Bank and Card Servicer 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 Wallet service, any negligent or intentional actions or inactions, 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.

Warranty

THE WALLET SERVICE IS PROVIDED ON AN "AS IS" BASIS WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, STRIDE BANK, N.A. AND PAYFORWARD, LLC DISCLAIM ALL WARRANTIES, EXPRESSED, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE QUALITY, AND NONINFRINGEMENT. STRIDE BANK, N.A AND PAYFORWARD, LLC EXPRESSLY DISCLAIM ANY WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICE, INCLUDING WITH RESPECT TO THE ACCURACY OR FUNCTIONABILITY OF THE WALLET SERVICE, OR THE ACCURACY, VALIDITY, OR THE COMPLETENESS OF ANY INFORMATION AVAILABLE THROUGH THE WALLET SERVICE.