Mobile Payment and Digital Wallet Terms
Last Modified: December 2023

The following Mobile Payment and Digital Wallet Terms ("Terms") apply when you choose to add a prepaid card issued by Avidia Bank, a state-chartered bank ("Card") to a mobile or digital payment wallet ("E-Wallet"). In these Terms, "E-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, debt, 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 Avidia Bank.

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

1. **Adding a Card**. A Card may be added to any eligible E-Wallet by following the instructions of the E-Wallet provider. Only Cards indicated as eligible can be added to an eligible E-Wallet. A Card may be added to multiple E-Wallets and through multiple eligible devices. The Terms apply to each Card in each E-Wallet and to your use of each Card in each E-Wallet. You understand that your use of a Card through an E-Wallet is subject to the agreements or terms of use required by the E-Wallet provider, third party wireless companies, and/or data service providers and others (each, a "**Service Provider**"). You may not add a Card to an E-Wallet or use a Card in an E-Wallet if the Card has a negative balance, if the Card has been cancelled, suspended, or closed or is otherwise not in good standing for any reason.

2. **Terms**. These Terms are in addition to and do not replace or supersede the terms of the agreement covering the Card ("Cardholder Agreement"). To the extent there is a conflict between these Terms and your Cardholder Agreement, the Terms control only with respect to the E-Wallet services. Any applicable fees and charges that apply to the Card will also apply when you use an E-Wallet to access the Card. We do not charge you for adding your Card to an E-Wallet, but the E-Wallet provider and/or Service Providers may charge fees for use of the E-Wallet that are not disclosed in the Cardholder Agreement.

3. **Liability**. We are not responsible for, or the provider of the E-Wallet. We are not responsible for any failure of an E-Wallet or the inability to use an E-Wallet for any transaction. We are not responsible for the performance or non-performance of the E-Wallet, E-Wallet provider or any other Service Provider or associated third party that may impact use of an E-Wallet. Questions about how to use an E-Wallet should be addressed to the E-Wallet provider.

4. **E-Wallet functions**. By adding the Card to an E-Wallet, the Card may be used to make purchases where the E-Wallet is accepted, but restrictions may apply to use of the Card and the E-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 our liability; and (3) other restrictions to prevent fraud and other losses. Information about the Card and certain transactions may also be available through an E-Wallet. The E-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 an E-Wallet. If you share any of these credentials with others, third parties may be able to use your Card through an E-Wallet and access Card information made available through the E-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 Cardholder Agreement containing information about your right to dispute errors if any occur when you use a Card in an E-Wallet. Any reported error will be resolved in accordance with the terms disclosed in the Cardholder Agreement.

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

8. **Privacy and Security**. By using an E-Wallet, you agree to have information about you exchanged with the E-Wallet provider, Service Providers, the Card networks (e.g., Visa and Mastercard) and others in order to: (1) facilitate any E-Wallet services you request; (2) make information about Card transactions available to you; and (3) improve your ability to obtain E-Wallet services. This sharing may be in addition to and beyond the sharing provided for in our Privacy Policy or Cardholder Agreement. We do not control how the E-Wallet provider or Service Providers use information received in connection with the E-Wallet. The terms and conditions with the E-Wallet provider will govern the use of your information by the E-Wallet provider. Use of an E-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 E-Wallet is sent securely. We are not responsible if a security breach occurs that affects any such information stored by an E-Wallet provider or Service Provider.

9. **Disclaimer of warranties**. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF AN E-WALLET IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, THE E-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 AVIDIA BANK, ON BEHALF OF ITSELF AND ITS SUPPLIERS, HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO ANY E-WALLET AND ANY CARD YOU ADD TO A E-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-INFRINGMENT 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 Cardholder Agreement. Disputes arising out of or relating to these Terms are subject to the dispute resolution procedures described in the Cardholder 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. You cannot change these Terms, but you may terminate these Terms by removing your Card from all E-Wallets.

12. **Questions**. If you have questions, disputes, or complaints about an E-Wallet, contact the E-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 Cardholder Agreement and printed on the back of the physical Card.