



TERMS AND CONDITIONS FOR DIGITAL WALLET AND TOKEN SERVICES

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE CREATING, ACTIVATING OR USING YOUR CARD IN THE DIGITAL WALLET OR FOR TOKEN SERVICES, BECAUSE BY DOING SO, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS. ***IF YOU DO NOT AGREE TO THESE TERMS, YOU MUST NOT CREATE, ACTIVATE OR USE A CARD IN A DIGITAL WALLET OR FOR TOKEN SERVICES.***

These Terms (the “**Terms**”) apply when you choose to add your physical or virtual Card (“**Card**”) to a Digital Wallet (“**Digital Wallet**”). In these Terms, “**you**” and “**your**” refer to the cardholder or a person authorized by the cardholder to use the Card (“**Customer**”). “**We**,” “**us**,” and “**our**,” refer to Jeeves Inc., the Digital Wallet provider (“**Jeeves**”) and Pathward, National Association (“**Issuing Bank**”), a federally chartered bank, member FDIC.

By designating us as your agent for payment facilitation services, and remaining in compliance with these Terms, the underwriting criteria for receipt of Token Services and the Program Agreement, You are able to make payments from and to customers, clients and third-party business through your Card and via “**Apple Pay**”, “**Google Pay**” and other tokenized payment services via a process called tokenization to create a unique and temporary code that represents your card (“**Token Services**”). In exchange for Token Services, You agree to pay us the rates, fees and other charges previously provided to You in writing by Jeeves (collectively, “**Fees**”). Besides us, there are other third parties involved in the facilitation and processing of Token Services; these third parties include banks (i.e., acquiring bank, sponsor bank), the major card networks/associations such as Visa and Mastercard (collectively, “**Card Brands**” unless referred to individually by name), Apple (for “**Apple Pay**”), Google (for Google Pay) and our designated payment processors (“**Processors**”). Each of these parties serve an important function in the facilitation, processing and settling of transactions associated with your business.

1. **ADDING YOUR CARD.** You can add an eligible Card to the Digital Wallet by following the instructions of the Digital Wallet provider. When you add a Card to the Digital Wallet, the Digital Wallet allows you to use the Card to enter into transactions where the Digital Wallet is accepted.

2. **TERMS THAT APPLY.** The terms of use for the Card do not change when you add your Card to the Digital Wallet and these Terms do not amend or supersede such Card agreements. You understand that the Digital Wallet and Token Services simply provide additional ways for You to make purchases with the Card and that your existing agreements or terms of service (including the Program Agreement) for the Card continue to apply to any Card transactions made through the Digital Wallet. We do not charge you any additional fees for adding your Card to the Digital Wallet or using your Card in the Digital Wallet. However, the Digital Wallet and Token Services providers and other third parties, such as wireless companies or data service providers, may charge you fees (for example, your mobile service carrier may impose data usage or text message charges for your use of or interaction with the Digital Wallet).

3. **PROCESSING LIMITS.** We reserve the right to assign a maximum dollar amount (“**Processing Limits Limit**”) of card, Token Services or payment transactions per calendar month to your account. If we assign a Processing Limit, we will communicate it to You in writing.

4. **PROHIBITED ACTIVITIES.** In receiving Token Services, You shall not, through yourself or a third party: (a) submit any transaction to us that was previously charged back and subsequently returned to You, irrespective of cardholder approval; (b) knowingly submit any transaction that is illegal or that You should have known was illegal (You acknowledge that such transaction must be legal in both your and the cardholder’s jurisdiction); (c) submit a transaction that You know, or should have known, is either fraudulent or not authorized by the cardholder; (d) sell, license, or exploit for any commercial purposes any use of or access to the Token Services other than as permitted by us; (e) forward any data generated from the Token Services without our prior written consent; (f) sublicense any or all of the Token Services to any third party; and/or (g) transfer or assign your account password or credentials, even temporarily, to a third party. We reserve the right to monitor You and your End User’s use of the Token Services to ensure compliance with this Agreement or applicable law. If we determine that You are not in compliance with this Agreement or applicable law, we reserve the right to take appropriate remedial action



including, without limitation, suspending or terminating Token Services, or suspending or terminating your access to the system or platform.

5. **SUSPENSION AND REMOVAL.** We reserve the right to discontinue offering or supporting the Digital Wallet or Token Services for any reason and we can block a Card in the Digital Wallet or Token Services from purchases at any time.

6. **PRIVACY.** You agree that we may share your information with the Digital Wallet or Token Services providers, a payment network, and others in order to (i) enable Card transactions through the Digital Wallet or Token Services, and (ii) to make information available to you about your Card transactions. When you use the Card within the Digital Wallet or Token Services, you will share transaction information with the Digital Wallet or Token Services providers in addition to us. We do not control the privacy and security of your information once it is shared with the Digital Wallet or Token Services providers. Please read the privacy policy of the Digital Wallet or Token Services providers to understand how they protect information provided to them.

7. **SECURITY.** You are solely responsible for maintaining the confidentiality of your passwords, login ID, and any other credentials or means that you use to access the Digital Wallet. Call us immediately if you lose your phone or if someone has used your Digital Wallet or your credentials without your authorization. When you get a new phone, please be sure to delete all your Cards and other personal information from the Digital Wallet on the old phone.

8. **CHARGEBACK LIABILITY.** For any transaction that results in a chargeback, we may withhold the chargeback amount in a reserve account. You grant us authorization to recover the amount of any chargeback and any associated fees, fines, or penalties listed in this Agreement, or assessed by the bank(s), the Card Brands, Apple, Google, Issuing Bank or our Processor. If You have pending chargebacks, we may delay payouts as necessary. Further, if we reasonably believe that a chargeback is likely with respect to any transaction, we may withhold the amount of the potential chargeback from remits otherwise due to You until such time that (a) the chargeback is assessed due to an End User (cardholder) complaint, in which case we will retain the funds; (b) the period of time under applicable law or regulation by which the End User (cardholder) may dispute that the transaction has expired; or (c) we determine that a chargeback on the transaction will not occur. If we are unable to recover funds related to a chargeback for which You are liable, You agree to pay us the full amount of the chargeback immediately upon demand. You agree to pay all costs and expenses, including attorneys' fees and other legal expenses, incurred by us for the collection of all amounts unpaid by You.

9. **DEFAULT LIABILITY.** The Parties agree and confirm that, if you (the "**Defaulting Party**") breach substantially any of the Terms, or fails substantially to perform any of the obligations under the Terms, such a breach shall constitute a default under this Agreement (a "**Default**"), then the non-defaulting Party whose interest is damaged thereby shall have the right to require the Defaulting Party to rectify such Default or take remedial measures within a reasonable period. If the Defaulting Party fails to rectify such Default or take remedial measures within such reasonable period or within ten (10) days of the non-defaulting Party notifying the Defaulting Party in writing and requiring it to rectify the Default, then the non-defaulting Party shall have the right, at its own discretion, to (1) terminate the Terms and require the Defaulting Party to indemnify it fully for the damage; or (2) demand the enforcement of the Defaulting Party's obligations hereunder and require the Defaulting Party to indemnify it fully for the damage.

10. **NO WARRANTIES.** We are not responsible in any way for any failure of the Digital Wallet or Token Services, or the inability to use the Digital Wallet or Token Services for any transaction. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF DIGITAL WALLET OR IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY DIGITAL 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 WE HEREBY DISCLAIM ALL WARRANTIES AND CONDITIONS WITH RESPECT TO ANY DIGITAL WALLET. THE TOKEN SERVICES ARE PROVIDED ON AN AS IS AND AS AVAILABLE BASIS. USE OF THE TOKEN SERVICES IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOKEN SERVICES ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.



11. **LIMITATION ON LIABILITY.** WE SHALL NOT BE LIABLE FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL, EXEMPLARY OR PUNITIVE DAMAGES, INCLUDING BUT NOT LIMITED TO, LOSS OF SALES, GOODWILL, PROFITS OR REVENUES. OUR LIABILITY UNDER THIS SUB-MERCHANT AGREEMENT FOR ANY CLAIM SHALL NOT EXCEED \$5,000. WE SHALL NOT BE LIABLE FOR ANY DAMAGES CAUSED DIRECTLY OR INDIRECTLY BY: (A) YOUR ACT OR OMISSION, OR THE ACT OR OMISSION OF ONE OF YOUR AFFILIATES OR END USERS; (B) YOUR USE OF OR INABILITY TO USE THE TOKEN SERVICES; (C) DELAYS OR DISRUPTIONS IN THE TOKEN SERVICES; (D) VIRUSES OR OTHER MALICIOUS SOFTWARE OBTAINED BY ACCESSING THE TOKEN SERVICES; (E) BUGS, ERRORS, OR INACCURACIES OF ANY KIND IN THE TOKEN SERVICES; (F) ACT OR OMISSIONS OF THIRD PARTIES; (G) A SUSPENSION OR OTHER ACTION TAKEN IN ACCORDANCE WITH THE TERMS OF THIS SUBMERCHANT AGREEMENT; (H) OUR NEED TO MODIFY PRACTICES, CONTENT, OR BEHAVIOR, OR YOUR DIMINISHED ABILITY TO DO BUSINESS AS A RESULT OF CHANGES TO THIS SUB-MERCHANT AGREEMENT OR OUR POLICIES OR TOKEN SERVICES MADE IN ACCORDANCE WITH THIS SUB-MERCHANT AGREEMENT OR APPLICABLE LAW; (I) ANY BREACH BY YOU OF THIS SUB-MERCHANT AGREEMENT; (J) INCORRECT OR INCOMPLETE TRANSACTION INFORMATION; OR (K) OUR ELECTION TO SUSPEND PROVIDING TOKEN SERVICES ON THE BASIS OF OUR LEGAL, COMPLIANCE, OR RISK POLICIES.

12. **INDEMNIFICATION.** You shall indemnify, defend and hold us and all third parties that assist in providing the Token Services (including the bank(s), the Card Brands, Apple, Google, Issuing Bank and our Processor), as well as our/their employees, directors, and agents harmless from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a third party person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in the Sub-Merchant Agreement; (b) your wrongful or improper use of the Token Services; (c) any transaction submitted by You through the Token Services (including without limitation the accuracy of any product information or service that You provide or any claim or dispute arising out of products or services offered or sold by You); (d) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (e) your violation of any applicable law; or (f) any other party's access and/or use of the Token Services with your access credentials.

13. **CONFIDENTIALITY.** Unless otherwise required by law, You shall, and shall cause your affiliates to, hold in strict confidence at all times following the date hereof all of our, our Issuing Bank's or our Processor's Confidential Information, and neither You nor any of your affiliates shall use such Confidential Information for any purpose other than for the performance of your duties and obligations hereunder. If You breach, or threaten to breach, any of the provisions of this section, in addition to any other rights we may have, including a claim for damages, we shall have the right to have the provisions of this section specifically enforced, and your breach or threatened breach enjoined, by any court of competent jurisdiction, without presentment of a bond (such requirement being expressly waived by You), it being agreed that any breach or threatened breach of this section would cause irreparable harm to us in that money damages would not provide an adequate remedy.

14. **FEEDBACK.** Customer will provide reasonable feedback to Jeeves concerning the features and functionality of the Token Services. If Customer provides feedback to Jeeves, all such feedback will be the sole and exclusive property of Jeeves. Customer hereby irrevocably transfers and assigns to Jeeves and agrees to irrevocably assign and transfer to Jeeves all of Customer's right, title, and interest in and to all feedback including all intellectual property rights therein.

15. **AUDIT.** Jeeves may, at any time during the term, of this Agreement, upon reasonable written notice and during Customer's normal business hours, audit Customer's use of the Token Services at Customer's premises, as reasonably necessary to confirm that Customer is using the Software in accordance with the terms and conditions of this Agreement. Jeeves may use a third-party organization reasonably acceptable to Customer to assist Jeeves in conducting such an audit. Customer will cooperate with Jeeves in such audit and will promptly make available to Jeeves all information and materials reasonably required by Jeeves to conduct such an audit.



16. **GENERAL.** Customer may not assign or otherwise transfer, by operation of law or otherwise, any of its rights under this Agreement without Jeeves's prior written consent, and any attempted assignment without such consent will be null and of no effect. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements, communications and understandings with respect to the Token Services. Unless otherwise specified, this Agreement will be construed, applied, and governed by the laws of the State of New York, exclusive of its conflict or choice of law rules except to the extent that US federal law controls. All litigation will be brought in the state or federal courts located in New York, New York unless the laws of a non-U.S. jurisdiction apply. If any provision of this Agreement is held invalid or unenforceable by a court of competent jurisdiction, such provision will be construed so as to be enforceable to the maximum extent permissible by law, and the remaining provisions of the Agreement will remain in full force and effect. The waiver of any breach or default will not constitute a waiver of any other right hereunder or of any subsequent breach or default.