

# nbkc bank

## CONSUMER CARDHOLDER AGREEMENT

***IMPORTANT – PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION ("ARBITRATION" SECTION) REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.***

### **"CUSTOMER SERVICE" CONTACT INFORMATION:**

Mailing Address: 475 10th Ave, 5th Fl, New York, NY, 10018

Support Email: [support@bellaloves.me](mailto:support@bellaloves.me)

Website: [www.bellaloves.me](http://www.bellaloves.me)

This nbkc bank Consumer Cardholder Agreement ("**Agreement**") applies to the Bella Loves Me LLC VISA Debit Card ("**Card**") previously issued, or to be issued, by nbkc bank ("**Bank**"), on behalf of Bella Loves Me LLC ("Platform") and represents an agreement between you ("**you**," "**your**," "**yours**") and Bank and its subsidiaries and affiliates. Bank is pleased to issue you a Card, which enables you to make certain electronic fund transfers to and from your deposit account with Bank ("**Deposit Account**" or "**Account**"). When you use your Card to access or conduct transactions on your Deposit Account, you also agree to the terms and conditions included in the Consumer Deposit Account Agreement provided to you at account opening. You can find a copy of your nbkc bank Consumer Deposit Account Agreement on the Platform's Website or mobile application (the "**Mobile App**") (if any). To the extent that both this Agreement and the Deposit Account Agreement apply to your relationship with Bank, they shall be read as a single, integrated agreement.

Bank's business days are Monday through Friday, excluding holidays.

### **1. ACTIVATING YOUR CARD**

A CARD CANNOT BE USED TO PERFORM TRANSACTIONS UNTIL YOU HAVE ACTIVATED THE CARD ACCOUNT PURSUANT TO THESE TERMS. BY ACTIVATING A CARD ACCOUNT OR BY PARTICIPATING IN THE PROGRAM IN ANY WAY, YOU REPRESENT THAT YOU HAVE READ AND UNDERSTAND THESE TERMS AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THESE TERMS AND BANK'S PRIVACY POLICY, AVAILABLE AT <https://www.nbkc.com/security/privacy-policy>.

### **2. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A CARD ACCOUNT**

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY, AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OBTAINS A CARD. WHAT THIS MEANS FOR YOU: WHEN YOU REGISTER A CARD, BANK WILL ASK FOR YOUR NAME, ADDRESS, DATE OF BIRTH, SOCIAL SECURITY NUMBER OR TAX IDENTIFICATION NUMBER, AND OTHER INFORMATION THAT WILL ALLOW BANK TO

IDENTIFY YOU. BANK MAY ALSO ASK TO SEE A COPY OF YOUR DRIVER'S LICENSE OR OTHER IDENTIFYING DOCUMENTS.

### **3. PIN & PIN SECURITY**

To protect your account, you will be provided a personal identification number ("**PIN**") for automated teller machine ("**ATM**") Transactions and point-of-sale ("**POS**") Card Transactions. You must memorize your PIN and not share it with anyone. Do not write the PIN on a Card or keep it in the same location as the Card. Do not share your Card number or PIN with anyone. If you believe that anyone has gained unauthorized access to your PIN, you should advise Bank via the Platform immediately, following the procedures in the section labeled "Your Liability for Unauthorized Transfers" below.

### **4. USING YOUR CARD**

#### **4.1 Making Purchases**

You may use your Card to make purchases at any merchant that accepts VISA debit cards or debit cards of other networks in which the Bank participates, subject to the funds available in your Deposit Account, the transaction limits described below, and the other terms and conditions of this Agreement. Each time you use your Card, you authorize Bank to reduce the value available in your Account by the amount of the transaction and any applicable fees. The new balance will be available for making purchases with your Card. You are not allowed to exceed the amount of available funds in your Account through an individual transaction or a series of transactions. If you do not have enough funds available in your Account, you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount using another payment method. These are called "split transactions." Some merchants do not allow cardholders to conduct split transactions. Nevertheless, if a transaction exceeds the amount of available funds in your Account, you will be fully liable to Bank for the full amount of the transaction and any applicable fees. When making purchases with your Card at POS device you may select "CREDIT" on the keypad to make a signature purchase. You may not use your Card for online gambling or illegal transactions. Bank may temporarily "freeze" your Account and attempt to contact you if Bank notices transactions that are unusual or appear suspicious.

#### **4.2 Merchant Holds on Available Funds**

When you use your Card or Card number to initiate a transaction at certain merchant locations, websites or mobile applications, such as hotels, restaurants, gas stations, and rental car companies, where the final purchase amount is unknown at the time of authorization, a hold may be placed on the available funds in your Account for an amount equal to or in excess of the final transaction amount. The funds subject to the hold will not be available to you for any other purpose until the merchant sends Bank the final transaction amount. Once Bank receives the final transaction amount, it may take up to seven days for the hold to be removed. During that period, you will not have access to the funds subject to the hold.

#### **4.3 Cash Access**

Your Card may be used with a PIN at any ATM connected to one of the various card processing networks in which Bank participates ("**Network**") to make cash withdrawals directly from your Account.

When you use an ATM not owned by Bank, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete

a fund transfer. Bank is not responsible for such fee. The amount of the fee should be disclosed at the ATM. Any such fee will be deducted from the balance of the Card, along with the amount of the withdrawal performed at the ATM.

If you seek to withdraw cash from a merchant POS device, please note that each merchant may establish limits as to how much cash may be obtained from a POS device at a single time or through a single location.

#### **4.4 Preauthorized Transfers**

If you use your Card or the Card number to authorize in advance any recurring payments from your Deposit Account and later wish to stop one or more of these payments, you should contact the merchant/biller directly. If the merchant/biller fails to stop the recurring payments, contact Customer Service. Refer to your Consumer Deposit Account Agreement for assistance on stopping preauthorized transfers. You must notify Platform, as provided in the Consumer Deposit Account Agreement, at least three (3) business days prior to the scheduled payment. Your Card may have to be cancelled in order to stop recurring payments.

#### **4.5 Transactions in a Foreign Currency**

If you make a purchase using your Card in a currency other than in U.S. dollars, the amount deducted from the available funds in the Card Account will be converted by VISA into U.S. dollars. The applicable exchange rate will be selected by VISA from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate VISA itself receives or the government-mandated rate. The exchange rate used on the central processing date may be different than the rate that was in effect on the date you performed the transaction.

#### **4.6 Foreign Currency Fee**

If you obtain your funds (or make a purchase) in a currency or country other than the currency or country in which your Card was issued ("**Foreign Transaction**"), you will be charged a fee equal to 1% on the total amount of the transaction in U.S. Dollars. The card association may consider transactions occurring in U.S. territories to be Foreign Transactions, so transactions originating from these locations may be subject to a Foreign Transaction Fee. If the Foreign Transaction results in a credit due to a return, Bank will not refund any Foreign Transaction Fee that may have been charged on your original purchase.

### **5. REPRESENTATIONS AND WARRANTIES**

By requesting, activating or using a Card or by retaining, using or authorizing the use of the Card, you represent and warrant to Bank that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the United States, Puerto Rico or the District of Columbia; (iii) you have provided Bank with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to Bank in connection with the Card is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card.

### **6. ACCOUNT BALANCE**

You are responsible for keeping track of your Account available balance for adding funds to your Card. You acknowledge and agree that the funds available to perform transactions are limited to the funds that have been added to your Account that are not subject to a hold. You are not authorized to use funds added to your Account in error. Any transaction that could create a negative balance for your Account is not permitted. Adjustments may be made to your Account to reverse an error, reflect a merchant adjustment, or resolve a dispute regarding a transaction posted to your Account. These processing and adjustment entries could cause your Account to

have a negative balance. If your Account has a negative balance, you agree: (i) that Bank may automatically apply any subsequent deposits to your Account to satisfy the negative balance and (ii) to pay Bank on demand by a personal check, money order, or other payment method authorized by Bank for the amount of the negative balance. If no future funds are added to your Account, Platform or Bank may send you a notice explaining the reason for the adjustment and requesting payment by a personal check, money order, or other payment method to satisfy the negative balance. Payments should be mailed to Bank at the address provided in the applicable notice sent to you.

## **7. ACCOUNT ALERTS**

If you provide your mobile phone number, other text message address or download the Mobile App to another mobile device, Platform may send you important notices to the mobile number, text message address or mobile device you have provided in the Mobile App. In addition, if you provide your mobile phone number, other text message address or download the Mobile App to another mobile device to Platform, you expressly consent to receive text messages relating to your Card and Account at that number, address or device. Third-party data and message fees may apply.

## **8. VERIFIED MOBILE DEVICE**

When using the Mobile App and other Card program services with your mobile device, you may provide a valid mobile device number or text message address in the Mobile App and verify such number or text message address as instructed. To verify your mobile device number or text message address, Platform may send you a code via text message to the mobile device number or text message address you provide, and you must enter that code as instructed. If you change your mobile device number or text message address, you must promptly provide and verify your new mobile device number or text message address.

## **9. RECEIPTS**

You should get a receipt for each Card transaction. You agree to retain, verify, and reconcile your Card transactions and receipts.

## **10. REFUNDS**

You will not receive cash refunds for Card transactions. If a merchant gives you a credit for merchandise returns or adjustments, the merchant may do so by processing a credit adjustment. Bank is not responsible for the delivery, quality, safety, legality, or any other aspects of goods or services that you purchase with your Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were purchased.

## **11. MAINTENANCE OF DEPOSIT ACCOUNT**

If, at any time, your Deposit Account with Bank is closed, you will lose access to your Account and your Card will no longer work.

## **12. EXPIRATION**

The Card plastic is valid through the expiration date shown on the front of the Card, except where prohibited or modified by applicable law. The funds associated with the Card do not expire. You will not be able to use your Card after the valid through date; however, you may request a replacement Card at no cost to you by following the procedures in the paragraph labeled "Card Replacement."

## **13. CARD REPLACEMENT**

If you need to replace your Card for any reason, please contact Platform at Customer Service to request a replacement Card. You will be required to provide personal information which may include your Card number, full name, transaction history, copies of accepted identification, etc. Platform and/or Bank reserves the right to require an affidavit signed by you and to conduct an investigation into the validity of any request. There may be a fee for expedited shipping of a replacement Card. It may take up to thirty (30) days to process a request for a replacement Card although Bank will endeavor to provide you with a replacement Card on as timely a basis as is reasonable under the circumstances.

#### **14. YOUR CARD OR PIN IS LOST, STOLEN OR SUBJECT TO ANY UNAUTHORIZED USE**

You agree to notify Customer Service immediately if your Card or PIN is lost or stolen, or if you believe either your Card, PIN, or the account number for your Card is subject to any unauthorized use. You also agree to take any reasonable actions Platform or Bank may request to prevent unauthorized Card use. Contact Customer Service IMMEDIATELY if you believe: (a) the Card has been lost or stolen, (b) someone has gained unauthorized access to any access information for your Deposit Account, or (c) someone has transferred or may transfer funds from the Card without your permission. Reporting a lost/stolen Card or unauthorized transactions through Customer Service or by logging into the Website to deactivate the Card is the best way to minimize possible losses. Telephoning is the best way to keep your possible losses down.

#### **15. YOUR RESPONSIBILITY FOR UNAUTHORIZED TRANSACTIONS**

Contact Customer Service **immediately** if you believe that your Card has been lost, stolen or subject to unauthorized use, as provided in Section 14 above. Telephoning is the best way of keeping your possible losses down. You can lose all the money in your Deposit Account.

If you believe your Card has been lost, stolen or subject to unauthorized use, and you tell Customer Service within two (2) business days after learning of the loss, theft, or possible unauthorized use, you can lose no more than \$50 if someone used your Card and PIN without your permission. For these transactions, if you DO NOT tell Customer Service within two (2) business days after learning of the loss, theft or unauthorized use, and Platform or Bank can prove it could have prevented someone from using your Card if you had told Customer Service in time, you could lose as much as \$500. If you are a California resident, you will not be liable for the \$500 amount described in this paragraph; however, if you fail to report any unauthorized use that appears on a periodic statement within 60 days of Bank's transmittal or making available your periodic statement to you, then you may be liable for the amount of each unauthorized transfer that occurs after the close of the 60 days and before you provide notice to Customer Service, unless the delay in notifying Customer Service was due to extenuating circumstances beyond your reasonable control.

Transactions Routed through the VISA System: VISA Zero Liability Protection. Under VISA U.S.A. Inc. Operating Regulations, your liability for unauthorized transactions using your Card Account that take place on the VISA system without a PIN is \$0.00 if you are not grossly negligent or fraudulent in the handling of your Card. This reduced liability does not apply to PIN transactions not processed by VISA or ATM cash withdrawals (see Transactions Not Routed Through the VISA System below).

Transactions Not Routed Through the VISA System: Unauthorized transactions that are not routed through VISA are not protected by the VISA Zero Liability Protection policy. These types of transactions include (i) ATM transactions, and (ii) point of sale, PIN, PINless, automated clearing house, or other debit transactions not processed by VISA.

#### **16. OUR LIABILITY FOR FAILURE TO MAKE TRANSFERS**

If Bank does not complete a transfer to or from your Deposit Account on time or in the correct amount according to the Deposit Agreement, Bank will be liable for all your damages proximately caused by such failure. However, there are some exceptions where Bank will not be liable, including but not limited to the following:

- If, through no fault of Bank's own, you do not have enough funds in your Deposit Account to make the transfer.
- If a merchant refuses to accept your Card.
- If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction.
- If access to your Account has been blocked after you reported your Account number lost or stolen.
- If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use.
- If Bank has reason to believe the requested transaction is unauthorized.
- If circumstances beyond Bank's control (such as fire, flood, or computer communication failure) prevent the completion of the transaction, despite reasonable precautions that Bank has taken.
- If the ATM terminal has insufficient cash to complete the transaction.

## **17. ERRORS OR QUESTIONS ABOUT YOUR ACCOUNT TRANSACTIONS**

Telephone Customer Service as soon as you can if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. Bank must allow you to report an error until sixty (60) days after the earlier of the date you electronically accessed your Account, if the error could be viewed in your electronic history, or the date Bank sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by contacting Customer Service. You will need to tell us:

- Your name, email, and Account number
- Why you believe there is an error, and the dollar amount involved
- Approximately when the error took place

If you provide this information orally, Bank or Platform may require that you send your complaint or question in writing within ten (10) business days.

Bank or Platform as Bank's agent will determine whether an error occurred within ten (10) business days after Bank hears from you and will correct any error promptly. If Bank needs more time, however, Bank may take up to forty-five (45) days to investigate your complaint or question. If Bank decides to do this, Bank will credit your Account within ten (10) business days for the amount you think is in error, so that you will have use of the money during the time it takes to complete the investigation. If Bank asks you to put your complaint or question in writing and you do not provide it within ten (10) business days, Bank may not credit your Account.

For errors involving new Accounts, point-of-sale transactions or foreign-initiated transactions, Bank may take up to ninety (90) days to investigate your complaint or question. For new Accounts, Bank may take up to twenty (20) business days to credit your Account for the amount you think is in error.

Bank will tell you the results within three (3) business days after completing the investigation. If Bank decides that there was no error, Bank will send you a written explanation. Copies of the

documentation used in the investigation may be obtained by contacting Bank at the phone number or address provided in the written explanation. If you need more information about Bank's error-resolution procedures, call Customer Service or visit the Website.

## **18. DISCLOSURE OF INFORMATION TO THIRD PARTIES**

Bank may disclose information to third parties about your Deposit Account and the transfers you make as described in Bank's Privacy Policy, which Bank may change, amend, or modify from time to time. You were provided the Privacy Policy when your Deposit Account was opened and will be notified of any updates.

## **19. CHANGES TO AND TERMINATION OF THIS AGREEMENT**

Except as required by applicable law, Bank may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on the Website, and any such amendment shall be effective upon such posting to that Website. The current Agreement is available at the Website. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes or otherwise the change is to your benefit, Bank may be able to implement such change without prior notice. Bank may cancel or suspend your Account or this Agreement at any time. You may cancel this Agreement by emailing Customer Service to close your Deposit Account. Your termination of this Agreement will not affect any of Bank's rights or your obligations arising under this Agreement prior to termination.

By retaining or using the Card or by authorizing anyone else to use the Card after the effective date of any change to this Agreement, you agree to that change. The Card is Bank's property, is nontransferable and must be surrendered to Bank upon demand.

## **20. UNCLAIMED PROPERTY**

If your Deposit Account becomes inactive (e.g., if you do not use the funds in your Card or access your Account for a certain period of time), applicable law may require Bank to report the funds in your Deposit Account as unclaimed property. If this occurs, Bank may try to locate you at the address shown in Bank's records. If Bank is unable to locate you, Bank may be required to deliver any funds in your Deposit Account to the applicable state as unclaimed property. The specified period of time to report and send funds in an inactive Deposit Account to a state varies by state, but usually ranges between two and five years.

## **21. MISCELLANEOUS**

### **21.1 Assignment**

To the extent permitted by applicable law, Bank may assign this Agreement without obtaining your consent. You may not assign or transfer your Card, your Card Account, or this Agreement without Bank's prior written consent.

### **21.2 Severability and Waiver**

If any provision of this Agreement is held to be invalid or unenforceable, such provision will be deemed to be modified to the minimum extent necessary to make it valid and enforceable and the rest of this Agreement will not be affected. Bank does not waive Bank's rights by delaying or failing to exercise them at any time.

### **21.3 Entire Agreement**

This Agreement constitutes the entire and sole agreement between you and Bank with respect to the Card program and supersedes all prior understandings, arrangements, or agreements, whether written or oral, regarding the Card program.

#### **21.4 Governing Law**

This Agreement will be governed by and construed in accordance with the laws of the State of Kansas, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction.

#### **21.5 Indemnification**

At Bank's request, you agree to defend, indemnify, and hold harmless Bank and Bank's parents, subsidiaries, and other affiliated companies, Bank's employees, contractors, officers, and directors against any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) that arise from your violation of this Agreement, applicable law, or any third-party rights or your fraud or willful misconduct. Bank reserves the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will cooperate in asserting any available defenses.

#### **21.6 LIMITATION OF LIABILITY**

Except as otherwise expressly provided in this Agreement or as otherwise required by applicable law, Bank, Bank's affiliates, and the parties with whom Bank contracts in order to offer the Cards, the Card Accounts, and related services are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to the Cards, the Account, any products or services purchased using a Card, or this Agreement (as well as any related or prior agreement that you may have had with Bank).

#### **21.7 No Warranty of Availability or Uninterrupted Use**

From time to time the Card services may be inoperative, and when this happens, you may be unable to use your Card or obtain information from your Card, including the available balance of funds associated with your Card. Please notify Customer Service if you have any problems using your Card. You agree that Platform or Bank, and their respective affiliates, employees, or agents are not responsible for any interruption of service.

#### **21.8 Website Availability**

Although considerable effort is expended to make the Website, Mobile App, and other operational and communications channels available around the clock, neither Bank or Platform warrants these channels to be available and error free every minute of the day. You agree that neither Bank or Platform will be responsible for temporary interruptions in service due to maintenance, Website or Mobile App changes, or failures, nor shall Bank or Platform be liable for extended interruptions due to failures beyond Bank or Platform's control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.

#### **21.9 English Language Controls**

Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

#### **21.10 Customer Service**

For assistance or additional information regarding your Card, please contact Customer Service.

#### **21.11 Section Headings**



Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any provision of this Agreement.

### **21.12 Arbitration**

Any claim, dispute, or controversy ("Claim") between you and Bank arising out of or relating in any way to this Agreement, your Account, your Card, your acquisition of the Card or Account, your usage of the Card or Account, or transactions on the Card or Account, no matter how described, pleaded or styled, shall be finally and exclusively resolved by binding individual arbitration conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules in your state of residence at a location that is reasonably convenient for both parties.

ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER YOU NOR BANK WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER YOU NOR BANK WILL HAVE THE RIGHT TO A TRIAL BY JUDGE OR JURY.

Bank will pay the initial filing fee to commence the arbitration.

You and Bank will have every remedy available in arbitration as you and Bank would have from a court and will be entitled to reasonable discovery. All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made finally and exclusively by the arbitrator. The arbitrator's award will be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

This arbitration provision shall survive: (i) the termination of this Agreement; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your Card or Account, or any amounts owed on your Card or Account, to any other person or entity. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. Any different agreement regarding arbitration must be agreed to in writing.

This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16.

Solely for purposes of this Section 21.12 "Arbitration", "We" or "Us" shall mean Bank, and its respective successors, affiliates or assignees as well as any third party using or providing any product, service or benefit in connection with the Card or Account.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE CARD OR ACCOUNT.

## **22. VIRTUAL CARD OPTION**

If enabled, you may have the option of accessing your Deposit Account with, in addition to your physical Card, a virtual card represented by a 16-digit account number ("**Virtual Card**"). The Virtual Card may either be single-use, meaning the 16-digit account number will expire after a single transaction, or recurring-use, meaning you may use your 16-digit account number for multiple transactions.

You may elect to add your Virtual Card to one or more digital wallets ("**Digital Wallets**") supported by Bank and subject to the Bank's terms for adding your Virtual Card to a Digital Wallet.

The Digital Wallet provider may allow you to conduct transactions at a point of sale device and you may not be able to use your Virtual Card to perform transactions at such point of sale devices until you have selected a PIN pursuant to this Agreement.

You may use your Virtual Card to make purchases at any merchant that accepts VISA debit cards or debit cards of other networks in which the Bank participates, subject to the funds available in your Deposit Account, the transaction limits described herein, and the other terms and conditions of this Agreement. You may not use your Virtual Card for making purchases at any vending machines, kiosks or gas station pumps. Each time you use your Virtual Card, you authorize Bank to reduce the value available in your Deposit Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the amount of available funds in your Deposit Account through an individual transaction or a series of transactions. If you do not have enough funds available in your Deposit Account, you can instruct the merchant to charge a part of the purchase to the Virtual Card and pay the remaining amount using another payment method. These are called "split transactions." Some merchants do not allow cardholders to conduct split transactions. Nevertheless, if a transaction exceeds the amount of available funds in your Deposit Account, you will be fully liable to Bank for the full amount of the transaction and any applicable fees. Except for Virtual Cards added to any Digital Wallet, in accordance with and subject to the Digital Wallet Terms, you will not receive a PIN with your Virtual Card or set a PIN for your Virtual Card. When you make purchases with your Virtual Card at any POS device other than through a Digital Wallet provider, they may select "CREDIT" on the keypad to make a signature purchase. You may not use your virtual Card for online gambling or illegal transactions. Bank may temporarily "freeze" your Deposit Account and attempt to contact you if Bank notices transactions that are unusual or appear suspicious.

You may not use your Virtual Card for ATM's or to otherwise obtain cash anywhere.

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