



Digital Wallet Terms and Conditions for Stride Bank, N.A.

Effective: 02/01/2019

Description and Background

These Terms and Conditions (“Terms”) are a legal agreement between you and Stride Bank, N.A. (collectively “Stride Bank”, “the Bank”, or “we”) and govern the use of your Stride Bank Visa debit card (“debit 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 Card is otherwise accepted. You can add or remove your 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 Service.

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 Digital Wallet to maintain a digital version of your Stride Bank debit card within the Wallet. The storage and usage of the digital version of your card when using the Service are subject to the terms and conditions of your debit 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 Service.

Relationship to Wallet Providers

We are not the provider of the Wallet, and we 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 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. Stride Bank does not own, operate, or control any Wallet used. You understand that your use of the Service will also be subject to agreements or terms of use with your Wallet provider or other parties.

Cardholder Eligibility

The Service includes the ability to utilize any debit cards issued to you by Stride Bank. In order for the Bank to authorize the use of your Stride Bank issued debit card within the Service your debit 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 digital 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 digital Wallet. You acknowledge that use of an ineligible mobile device with the Service is expressly prohibited, constitutes as breach of these Terms, and is grounds for your access to the Service 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 Stride Bank

Your enrollment into the Service 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 Stride Bank. Your cardholder agreements with Stride Bank contain arbitration provisions which also apply to your use of your debit card through the Service. For the avoidance of confusion, any transaction you make with your enrolled Stride Bank debit card through the Service will be considered the same as if you had used your debit 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 Service; however, the Wallet provider and some third parties may charge fees for various items associated with the usage of the Service. 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 Services is your responsibility. You hereby agree to comply with any and all applicable tax laws in connection with your use of the Services, including without limitation, the reporting and payment of any taxes arising in connection with payment transactions made through the Services.

Software and Updates

To utilize the 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

Stride Bank may, at any time, block or suspend your access to the Stride Bank Mobile App, digital cards, or any components thereof, at its discretion. We may take these actions at any time and for any reason, such as if we suspect fraud with your debit card, if your device becomes lost, or if applicable laws change. You may uninstall the Stride Bank Mobile App at any time. You should uninstall the App if you transfer your device to someone else. Stride Bank 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 we may collect, transmit, store, and use certain information about you and your use of the Service. Personal information transmitted to us, stored by us, or used by us will be treated in accordance with the Stride Bank Privacy Policy. This information helps us to add your Card to the Wallet and to maintain the Wallet.

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 Stride Bank Privacy Policy. 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, we may need to provide you information regarding your Card that is linked to your digital 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 debit card account. These electronic communications will relate to your use of the Service. 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 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 Stride Bank debit cards used in the Service, please call 1-888-313-0331 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 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. Stride

Bank does not warrant or guarantee that the Service will operate without disruption, errors, or interruptions, or that it will be accessible or available at all times.

Stride Bank does not 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 Service; or the availability, integrity, or security of any third-party service utilizing capabilities based on the 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.

Stride Bank may modify these Terms at any time. Your continued use of the 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 Stride Bank 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 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 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. DISCLAIMS 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 EXPRESSLY DISCLAIMS ANY WARRANTIES OF ANY KIND WITH RESPECT TO THE SERVICE, INCLUDING WITH RESPECT TO THE ACCURACY OR FUNCTIONABILITY OF THE SERVICE, OR THE ACCURACY, VALIDITY, OR THE COMPLETENESS OF ANY INFORMATION AVAILABLE THROUGH THE SERVICE.