



Terms for Adding Ando Debit Card to Digital Wallet

Effective 11/16/2020

Ando, Inc.
8996 Miramar Road, Suite 310
San Diego, California 92126

These Terms for Adding Your Ando Debit Card to a Digital Wallet (the "Terms") apply when you choose to add an Ando Debit Card ("Card") to a Digital Wallet ("Digital Wallet"). In these Terms, "you" and "your" refer to the cardholder of the Card, and "we," "us," and "our" refer to Community Federal Savings Bank ("CFSB"), member FDIC.

PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE CREATING, ACTIVATING OR USING YOUR CARD IN THE DIGITAL WALLET, BECAUSE BY DOING SO, YOU ACCEPT AND AGREE TO BE BOUND AND ABIDE BY THESE TERMS.

IF YOU DO NOT WANT TO AGREE TO THESE TERMS, YOU MUST NOT CREATE, ACTIVATE OR USE A CARD IN A DIGITAL WALLET.

1. Adding Your Card.

You can add an eligible Card to the Digital Wallet by following the instructions of the Digital Wallet provider. Only Cards that we indicate are eligible can be added to the Digital Wallet. If your Card or underlying account is not in good standing, that Card will not be eligible to enroll in the Digital Wallet or may be removed. 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. The Digital Wallet may not be accepted at all places where your Card is accepted.

2. Terms that Apply.

The terms of service for your account that govern your Card do not change when you add your Card to the Digital Wallet and these Terms do not amend or supersede that agreement. You understand that the Digital Wallet simply provides another way for you to make purchases with the Card and that your existing agreement may provide for fees, limitations and restrictions which might impact your use of the Digital Wallet (for example, your mobile service carrier may impose data usage or text message charges for your use of or interaction with the Digital Wallet), and you agree to be solely responsible for all such fees, limitations and restrictions.

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 provider and other third parties, such as wireless companies or data service providers, may charge you fees.

3. We are Not Responsible for the Digital Wallet.

We are not the provider of the Digital Wallet, and we are not responsible for providing the Digital Wallet service to you. We are only responsible for supplying information securely to the Digital Wallet provider to allow usage of the Card in the Digital Wallet. We are not responsible for any failure of the Digital Wallet, or the inability to use the Digital Wallet for any transaction. We are not responsible for the performance or non-performance of the Digital Wallet provider or any other

third parties regarding any agreement you enter into with the Digital Wallet provider or associated third party relationships that may impact your use of the Digital Wallet.

YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF ANY DIGITAL WALLET 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 DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO ANY DIGITAL 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-INFRINGEMENT OF THIRD PARTY RIGHTS. WE ALSO DO NOT WARRANT AGAINST INTERFERENCE WITH YOUR ENJOYMENT OF ANY DIGITAL WALLET, OR THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, A DIGITAL WALLET WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OR AVAILABILITY OF A DIGITAL WALLET WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN A DIGITAL WALLET WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US, ANY OF OUR AUTHORIZED REPRESENTATIVES OR ANY THIRD PARTY SHALL CREATE ANY WARRANTY.

4. Contacting You Electronically, and by Email.

You consent to receive electronic communications and disclosures from us in connection with your Card and the Digital Wallet. You agree that we can contact you by email at any email address you provide to us in connection with any account you have with us. It may include contact from companies working on our behalf to service your accounts. You agree to update your contact information with us when it changes.

5. Suspension and Removal of a Card from a Digital Wallet.

We reserve the right to discontinue offering or supporting the Digital Wallet for any reason and we can block a Card in the Digital Wallet from purchases at any time. Unauthorized use of the Digital Wallet, including, but not limited to, unauthorized entry into our systems, misuse of passwords or misuse of any other information, is strictly prohibited and will result in suspension and/or termination of your use of the Digital Wallet. You may not use the Digital Wallet in any manner that could damage, disable, overburden, or impair the service, we may block, restrict, suspend or terminate your use of the Digital Wallet at any time without notice and for any reason, including if you violate these Terms or any other agreements with us, except as otherwise required by applicable law. You agree that we will not be liable to you or any third party for any suspension, cancellation or termination of your use of the Digital Wallet.

You should contact the Digital Wallet provider on how to remove a Card from the Digital Wallet (for illustration purposes only, contact Apple on how to remove a Card from Apple Pay).

6. Governing Law and Disputes.

These Terms are governed by federal law and, to the extent that state law applies, the laws of the state that apply to the agreement under which your Card is covered. Disputes arising out of or relating to these Terms will be subject to any dispute resolution procedures in your Card agreement.

7. Ending or Changing these Terms; Assignments.

We can terminate these Terms at any time. We can also change these Terms, or add or delete any items in these Terms, at any time. We will provide notice if required by law and will indicate that changes to these Terms have been made by updating the date indicated after "Last Modified:" at the end of these Terms. We can also assign these Terms. You cannot change these terms, but you can terminate these Terms at any time by removing all Cards from the Digital Wallet. You may not assign these Terms. If you do not accept any revisions made to these Terms, your sole and exclusive remedy is to cancel your use of and delete any Cards from all Digital Wallets.

8. Privacy.

Your privacy and the security of your information are important to us.

Our [Privacy Policy](#) applies to your use of your Card in the Digital Wallet.

You agree that we may share your information with the Digital Wallet provider, a payment network, and others in order to provide the services you have requested, to make information available to you about your Card transactions, and to improve our ability to offer these services. This information helps us to add your Card to the Digital Wallet. You agree that the personal information you provide when loading your Card into the Digital Wallet will be shared with the Digital Wallet provider and us. When you use the Card within the Digital Wallet, you will share transaction information with the Digital Wallet provider in addition to us. We do not control the privacy and security of your information that may be held by the Digital Wallet provider and that is governed by the privacy policy given to you by the Digital Wallet provider.

9. Security.

You are solely responsible for maintaining the confidentiality of your passwords, login ID, and any other credentials or means that you may use from time to time have to access the Digital Wallet application. If you share these credentials with any other person, they may be able to use your Card(s) added to any Digital Wallet and get access to your personal and payment information available through the Digital Wallet services. You should keep your supported Digital Wallet device and these credentials secure in the same manner as you would keep your cash, checks, credit cards, and other personal identification numbers and passwords secure.

Call us immediately at 844-960-3939 if you believe your supported Digital Wallet or your credentials have been lost or stolen or someone has used or may use your supported Digital Wallet device or your credentials without your authorization. Also change your credentials immediately to avoid any unauthorized use of a Digital Wallet or of your personal information. If you get a new

supported Digital Wallet device, please be sure to delete all your Cards and other personal information from your prior supported Digital Wallet device.

The Digital Wallet provider may contemplate certain security features and procedures to protect against unauthorized use of any of your Card(s) in the Digital Wallet. These features and procedures are the sole responsibility of the Digital Wallet provider. You agree not to disable any of these security features and to use these security features and procedures to safeguard all your Cards added to Digital Wallets.

10. Indemnification.

BY ACCESSING THIS DIGITAL WALLET, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD US AND OUR AFFILIATES HARMLESS FROM AND AGAINST ANY ACTUAL OR ALLEGED CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, DAMAGES, LOSSES, LIABILITIES, AND ALL COSTS AND EXPENSES OF DEFENSE (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ARISING OUT OF OR RELATING TO: (A) YOUR BREACH OF THESE TERMS; (B) YOUR VIOLATION OF ANY LOCAL, STATE, FEDERAL OR INTERNATIONAL LAW, RULE OR REGULATION; (C) A CLAIM BY A THIRD PARTY THAT IS BASED ON YOUR USE OF THE DIGITAL WALLET; (D) INFORMATION OR MATERIAL POSTED OR TRANSMITTED THROUGH YOUR COMPUTER OR ACCOUNT, EVEN IF NOT SUBMITTED BY YOU; (E) ANY MISREPRESENTATION MADE BY YOU; (F) THE THEFT, MISAPPROPRIATION OR DISCLOSURE OF YOUR PASSWORD; (G) YOUR AUTHORIZATION OF ANYONE ELSE TO USE YOUR PASSWORD. YOU WILL COOPERATE AS FULLY AND AS REASONABLY REQUIRED IN OUR DEFENSE OF ANY CLAIM. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND YOU SHALL NOT, IN ANY EVENT, SETTLE ANY MATTER WITHOUT OUR WRITTEN CONSENT.

9. Notices.

We can provide notices to you concerning these Terms and your use of a Card in the Digital Wallet by posting the material on our website, through electronic notice given to any electronic mailbox we maintain for you or to any other email address or telephone number you provide to us, or by contacting you at the current address we have on file for you. You may contact us at: 844-960-3939.

10. Questions.

If you have any questions, disputes, or complaints about the Digital Wallet, contact the Digital Wallet provider using the information given to you by the provider. If your question, dispute, or complaint is about your Card, then contact us at: 844-960-3939.