

# Terms and Conditions

## 1. Introduction

These Terms of Service are a legal agreement between you and Bank that governs your access to and use of any eligible Bank card ("Card") when you add, use or remove a Card in any digital Wallet ("Wallet") through a respective Compatible Device ("Device").

**It is important that you read and understand these Terms of Service because you will indicate your acceptance of these Terms of Service when enrolling in a Digital Wallet or provisioning one or more Cards for use through any and all services offered by the Wallet.**

## 2. Other Documents and Agreements

- **Prepaid and Debit cards**

Prepaid and Debit cards are the banking cards issued by Codego Srl, authorized to distribute Mastercard and Visa cards (company code 06985680823, with a registered office mail address at Via Monte Napoleone, 8 20121 Milan; website address: [codegotech.com](http://codegotech.com))

Prepaid and debit cards can be used by you to carry out different transactions, including POS transactions, E-commerce transactions and/or ATM transactions.

- **Cardholder Agreement (*updated*)**

Use of a Card with a Wallet is governed by your Cardholder Agreement for Bank prepaid cards ("Card Agreement").

You understand and agree that all of the terms and conditions of your Card Agreement, as applicable, form part of these Terms of Service. All references to "Card" in your Card Agreement include the digital card contained in your Wallets. If there is a conflict between these Terms of Service and the applicable Card Agreement, these Terms of Service will govern to the extent necessary to resolve the conflict.

- **Wallet Agreements**

Your use of the Wallet and accompanying services may be governed by or be subject to agreements or terms of use entered into with the respective Wallet provider.

## 4. Use of Cards in a Wallet

If you want to add a Card to a Wallet, you must follow the procedures adopted by the respective Wallet provider and any instructions provided by Bank, and any further procedures the Wallet provider or Bank adopt. You understand that we may not add a Card to a Wallet if we cannot verify the Card, if your account is not in good standing, or if we otherwise suspect that there may be fraud associated with your Card.

Wallet providers may allow you to make purchases using an added Card wherever the respective method of payment is accepted. The method of payment in question may not be accepted at all places where your Card is accepted.

## 5. Removal of your Card

Bank may not permit the addition of a Card to a Wallet, or may remove, suspend or cancel your access to a Wallet at any time, if we cannot verify the Card, if we suspect that there may be fraud associated with the Card, if your account is not in good standing, if applicable laws change, or for any other reason determined by Bank in its sole discretion.

You may suspend, delete or reactivate a Card from a Wallet by following the Wallet provider's procedures for suspension, deletion or reactivation. In certain circumstances your Card may be suspended or removed from a Wallet by the Wallet provider.

## 6. Maximum Dollar Limit for Transactions

Visa, MasterCard, or other payment networks, Bank or Participating Merchants may, in their discretion, establish from time to time a maximum dollar limit for a single Transaction that may be completed using a particular Wallet. Different dollar limits may be set for different Wallets. As a result, you may not be able to use a Wallet to complete a Transaction, even if you have met the eligibility requirements for that particular Wallet.

If a Transaction is not completed because it exceeds a maximum dollar limit, we encourage you to use your physical Card instead of your Wallet to complete the Transaction.

## **7. Applicable Fees**

We do not charge you any fees for adding a Card to a Wallet. Please consult your Card Agreement for any applicable fees, interest or other charges associated with your Card.

Your mobile service carrier or provider, Wallet provider or other third parties may charge you service fees in connection with your use of your Device or respective payment method.

## **8. Security Requirements**

You are required to contact us immediately if your Card is lost or stolen, if your Device is lost or stolen, or if your Card account is compromised. If you report your Card lost or stolen, you will be able to continue to make Transactions using a Wallet on your Device unless you instruct us to suspend your service to that respective Wallet.

If you report your Device lost or stolen, you will be able to continue to make Transactions using your Card. If you get a new Device, please be sure to delete all your Cards and other personal information from your prior supported Device.

You are required to contact us immediately if there are errors or if you suspect fraud with your Card. We will resolve any potential error or fraudulent purchase in accordance with your Card Agreement, as applicable.

You agree to protect and keep confidential your Device and User ID and/or any passwords (including your fingerprint and any other biometric authentication information) and all other information required for you to make purchases with your Card using a Wallet. If you share these credentials with others, they may be able to access the Wallet and make purchases with your Card or obtain your personal information.

In addition to your efforts to keep your credentials secure, we take reasonable steps to help ensure that information we send to others from your use of a Card in a Wallet is sent in a secure manner. However, the Wallet provider is responsible for the security of information provided to the manufacturer of a Device or stored in the Wallet. Bank is not responsible if there is a security breach affecting information stored in or sent from the Wallet provider.

You are prohibited from using any Wallet on a Device that you know or have reason to believe has had its security or integrity compromised (e.g. where the device has been "rooted" or had its security mechanisms bypassed). You will be solely liable for any losses, damages and expenses incurred as a result of your use of the Wallet on a compromised Device.

## **9. Liability for Loss**

The Cardholder is responsible for all Transactions and any resulting interest, fees or losses incurred that are made using your Card or via a Wallet if you fail to comply with obligations described under "Security Requirements" until we receive written or verbal notice from you in accordance with that Section.

Bank will not be liable for any losses you incur except as set out in these Terms of Service or specifically described in your Card Agreement, or otherwise provided by applicable law.

## **10. Privacy**

See specific document also available on this site.

## **11. No Warranty and Exclusion of Liability**

For the purposes of this Section, “Bank” means Bank and its agents, contractors, distributors, channel partners and associated service providers, and each of their subsidiaries. All of the parties listed in the preceding sentence are third-party beneficiaries of this Section. The provisions set out in this Section shall survive termination of these Terms of Service.

Wallets are provided by Wallet providers and Bank is not responsible for their use or function. You acknowledge and agree that Bank makes no representations, warranties or conditions relating to Wallets of any kind, and in particular:

(a) Bank does not warrant the operability or functionality of any Wallet or that a respective Wallet will be available to complete a Transaction;

(b) Bank does not warrant that any particular merchant will be a Participating Merchant at which a Wallet is available;

(c) Bank does not warrant that a Wallet will meet your requirements or that the operation of a Wallet will be uninterrupted or error-free;

(d) Bank does not guarantee the availability or operability of the wireless networks of any Device. You may consider to keep your physical Card with you to use in the event when you cannot make a Transaction through a Wallet.

Bank will have no liability whatsoever in relation to a Wallet, including without limitation in relation to the sale, distribution or use thereof, or the performance or non-performance of the Wallet, or any loss, injury or inconvenience you suffer.

## 12. Changes to the Terms of Service

We may change, either permanently or temporarily, any term of these Terms of Service or replace these Terms of Service with another agreement, at any time. We will give you written notice of a change and any other information required by law at least 30 days before the change is stated to come into effect in the notice, by any method allowed by applicable law including by posting a notice on [www.bank.com](http://www.bank.com).

You may refuse the change by terminating these Terms of Service without cost, penalty or cancellation indemnity by stopping your use of a Wallet within 30 days of the effective date of the change.

## 13. Contacting us (updated)

If you have any questions about anything concerning mobile payment services or these Terms of Service, please contact us on [bank@bk.com](mailto:bank@bk.com). If you have any questions, disputes or complaints about a Wallet, you should contact the respective provider.

## 14. Definitions (updated)

In these Terms of Service,

**Cardholder** means primary cardholder of any Bank prepaid card, debit card and prepaid card;

**Cardholder Agreement** means the agreements governing the prepaid card account associated with your Bank prepaid card, as it may be updated, enhanced or modified by Bank from time to time;

**Bank, we, our or us** means Bank and/or Bank LTD (213 Derrick Street Boston, MA 02130 USA);

**Bank Service Agreement** means the agreements governing the debit card account associated with your Bank debit card, as it may be updated, enhanced or modified by Bank from time to time;

**Compatible Device** means any device, including but not limited to computers, mobile phones, digital tables, wearables, virtual headsets and devices, televisions, refrigerators, thermostats and cars, that is supported by a Wallet provider to successfully and legally process and complete Transactions;

**Participating Merchant** means a merchant that allows customers to complete Transactions using a Wallet;

**Bank Prepaid Card Agreement (new)** means the agreements governing the prepaid card account associated with your Bank prepaid card, as it may be updated, enhanced or modified by Bank from time to time;

**Transaction (updated)** means any credit, debit, or prepaid transaction made using a Wallet, including any transactions by any Bank prepaid card authorized user;

**User ID** means any and all information related to successfully logging into a Wallet;

**Wallet** means either an independent or free-standing digital service provided by a third-party that allows the facilitation of successful processing and completion of payments and transfer of funds through a Compatible Device;

**You** or **your** means each Cardholder.