

Petal Card Terms of Use for a Digital Wallet

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These Petal Card Terms of Use for a Digital Wallet (the “Terms”) apply when you add a Petal credit card account (“Petal Card”) to an electronic wallet or other third-party digital payment service (“Digital Wallet”). They are an agreement between you, the person to whom the Petal Card was issued, and WebBank, Member FDIC (“we”, “us,” and “our”) and apply to you and anyone else you authorize to use your Petal Card through your Digital Wallet (collectively, “you” and “your”). Your Petal Card is serviced by Petal Card, Inc.

If you do not agree to these Terms, do not add your Petal Card to, or use your Petal Card in connection with, a Digital Wallet. We reserve the right to change these Terms, including adding other eligibility criteria for participation in our Digital Wallet services, at any time and without notice as permitted by law, and your continued use of a Digital Wallet constitutes agreement to all such changes.

By adding your Petal Card to a Digital Wallet, you accept and agree to the following:

1. Adding your Petal Card. You can add an eligible Petal Card to a supported Digital Wallet by following the instructions of the Digital Wallet provider. For certain Digital Wallets, you may also see alternative instructions on Petal’s proprietary platform (e.g., Petal mobile app or petalcard.com). During registration, you may be required to take additional steps to authenticate yourself before your Petal Card is added to a Digital Wallet, such as providing additional identifying or verifying information. When adding your card to a Digital Wallet, a Digital Wallet Provider may add a unique identifier different from your Card number (“Device Account Number”) to your Digital Wallet that enables you to make purchases through that Digital Wallet.

If your Petal Card is not in good standing or your account is frozen for any reason, then your Petal Card will not be eligible to be added to any Digital Wallet and if already in a Digital Wallet, the card may be deactivated or removed. When you add a Petal Card to the Digital Wallet, you may use the Digital Wallet to transact with retailers who support that Digital Wallet. Note though, a Digital Wallet may not be accepted everywhere where your Petal Card is accepted.

2. Terms that Apply. In addition to these Terms, you agree that when you use a Digital Wallet, you will remain subject to the terms and conditions of all your existing agreements with us, your mobile service carrier (e.g., AT&T, Sprint, T-Mobile, Verizon, etc.), and your Digital Wallet Provider (e.g., Apple, Google, Samsung, etc.). These Terms do not amend or supersede any of those agreements, including but not limited to, your Petal Visa Credit Card Cardholder Agreement (“Cardholder Agreement”), disclosures agreed to as part of opening your Petal card (including, as applicable, the Privacy Policies, Truth in Lending

Disclosure, and Risk-Based Pricing Disclosure), and the Arbitration Agreement included in your Cardholder Agreement.

Any applicable interest, fees, and charges that apply to your Petal Card or underlying account will also apply when you use a Digital Wallet to make purchases with your Petal Card. We currently do not charge any additional fees for adding your Petal Card to a Digital Wallet, but we reserve the right to impose a fee in the future.

You understand that a Digital Wallet provider, or another third-party supporting a Digital Wallet provider, may however charge a fee or impose certain restrictions or limitations for using your Petal Card in a Digital Wallet. You agree that you are solely responsible for compliance with such agreements.

3. Third-Party Disputes. You understand and agree that we are not a Digital Wallet provider and therefore, are not responsible for the products and services associated with a Digital Wallet. Accordingly, you agree to resolve any disputes directly with the Digital Wallet provider or third-party service provider (such as your mobile service carrier) without involving us. Such disputes may include, but are not limited to, payment failures caused by the Digital Wallet and errors or delays caused by or the inability to use the Digital Wallet for a transaction. We are not responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or function of the Digital Wallet or any third party's products or services.

4. Notifications. You consent to us and/or the Digital Wallet provider sending you notifications through the Digital Wallet from time to time reflecting your Petal Card account activity and/or marketing messages. If you do not wish to receive notifications, you may turn them off through your device's settings or by the procedures established by the Digital Wallet provider.

5. Transaction History. The transaction history displayed in a Digital Wallet is for illustrative purposes only and may be preliminary and/or incomplete. You understand and agree the transaction amount that ultimately clears, settles, and posts to your Petal Card's monthly statement serves as the final record, even if it does not match the details of the Digital Wallet provider's transaction history.

6. Lost, Stolen or Unauthorized Use of your Eligible Device or Card. Some Digital Wallets can only be used with a compatible device determined by the Digital Wallet Provider for that Digital Wallet ("Eligible Device"). Devices modified contrary to the manufacturer's software or hardware guidelines, including by disabling hardware or software controls—sometimes referred to as "jailbreaking"—are not Eligible Devices. You acknowledge that the use of a modified device to use your Petal Card in connection with a Digital Wallet is expressly prohibited, constitutes a violation of these Terms, and is grounds for us to deny you access to your Petal Card through a Digital Wallet(s).

If you believe your Eligible Device or your credentials have been lost, stolen or otherwise compromised, or someone has used or may use your Eligible Device or your credentials without your authorization, you must call us immediately at the number on the back of your Petal Card. Additionally, please refer to and

follow the instructions provided by the Digital Wallet provider. If you fail to notify us without delay, you may be liable for part or all the losses in connection with any unauthorized use of your Petal Card in connection with that Digital Wallet.

If your physical Petal Card is lost or stolen, but your Eligible Device is not lost or stolen, the information on the newly reissued card may be automatically assigned to your existing Device Account Number. Due to the way a Digital Wallet operates, you may need to present your Eligible Device to a merchant when you return an item purchased using that Digital Wallet on such Eligible Device. So, for example, if you make a purchase using your Apple Wallet on your iPhone, the merchant may require you to have that same iPhone present to return the item.

7. Suspension/Removal of Your Petal Card. We reserve the right to discontinue offering or supporting Digital Wallet services at any time for any reason. Unauthorized use of a Digital Wallet, including, but not limited to, unauthorized entry into our systems, misuse of passwords or misuse of other information, is strictly prohibited and will result in suspension and/or termination of your use of a Digital Wallet. We reserve the right to block, restrict, suspend, or terminate your use of any Digital Wallet at any time without notice 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 a Digital Wallet.

For instructions on how to remove your Petal Card from a Digital Wallet, contact the Digital Wallet provider.

8. Authorization to Collect and Share Data. You agree that we may collect, transmit, store, and use technical, location, log in, or other information about you or your use of your Petal Card through a Digital Wallet. You also acknowledge that we may share certain details of your Petal Card Digital Wallet transactions with the Digital Wallet provider, merchants, a payment network, and others in order to provide the services you have requested, to make information available to you about your Petal Card transactions, and to improve our ability to offer these services. This information helps us to add your Petal Card to the Digital Wallet and to maintain the Digital Wallet services.

9. Privacy. We will use, share, and protect your personal information in accordance with the Petal Card, Inc. General Privacy Policy. We do not control the privacy and security of your information that may be held by the Digital Wallet provider. You acknowledge that the use and disclosure of any personal information provided by you directly to a Digital Wallet provider, payment network, or other third parties supporting that Digital Wallet, will be governed by such party's privacy policy and not the Petal Card General Privacy Policy.

10. Electronic Communications. You agree to receive electronic communications and disclosures, including automatically dialed calls or text messages, from us on your devices at the number you provide. You also agree that we can contact you by email at any email address you provide to us in connection with any Petal product, service or account, or through the mobile device on which you have downloaded the

Petal Mobile app. 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. If at any time you revoke this consent, we may suspend or cancel your ability to use your Petal Card in connection with a Digital Wallet.

11. Merchant Relationships and Disclaimers. Merchants may offer you certain discounts, rebates or other benefits (e.g. free shipping) (“Offers”) in a Digital Wallet. Such Offers are subject to certain terms and conditions and may change at any time without notice to you. We will not be liable for any loss or damage as a result of any interaction between you and a merchant with respect to such Offers. Subject to applicable law and your Cardholder Agreement, all matters, including delivery of goods and services, returns, and warranties, are solely between you and the applicable merchants. You acknowledge that we do not endorse or warrant the merchants that are accessible through a Digital Wallet or the Offers they provide.

12. Ending or Changing these Terms; Assignments. We can add to, delete portions of, or terminate these Terms at any time without notice to you, except where required by law. Your use of a Petal Card in a Digital Wallet after we have made such changes available will be considered your agreement to the changes. We can also assign these Terms. Furthermore, subject to applicable law, at any time we may (i) terminate your use of any Petal Card in connection with a Digital Wallet, (ii) modify or suspend the type or dollar amounts of transactions allowed using Petal Cards in connection with a Digital Wallet, (iii) change the Petal Card’s eligibility for use with a Digital Wallet and/or (iv) change the Petal Card authentication process. You cannot change these terms, but you can terminate these Terms at any time by removing your Petal Card from any Digital Wallets. You may not assign these Terms.

13. Governing Law. These Terms are governed by federal law and, to the extent that state law applies, the laws of the State of Utah, without regard to its conflicts of law provisions. Disputes arising out of or relating to these Terms will be subject to the Arbitration Agreement in your Cardholder Agreement.

14. Indemnification. You agree to indemnify and hold us, our licensors, sponsors, agencies, subsidiaries, affiliates, officers and employees, harmless from any claim or demand, including reasonable attorneys’ fees, made by any third party due to or arising out of (i) your use of a Digital Wallet service or (ii) any breach of the terms and conditions set forth in these Terms by you or other users of your Petal Card or Digital Wallet credentials. You must use your best efforts to cooperate with us in the prosecution or defense of any such claim. We reserve the right to employ counsel of our choice to defend and control any such matter subject to indemnification by you. You have the right, at your own expense, to employ separate counsel to participate in such matter on a non-controlling basis.

As provided in the Cardholder Agreement, you are responsible for all uses of your Petal Card account by third parties you gave access to, including if these third parties misuse your Petal Card or any Digital Wallet services.

15. Limitation of Liability; No Warranties. WE ARE NOT AND SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY, OR CONSEQUENTIAL

DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO YOUR ADDING YOUR PETAL CARD TO A DIGITAL WALLET, OR YOUR ACCESS OR USE OF A DIGITAL WALLET. TO THE FULLEST EXTENT PERMITTED BY LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND (EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING BUT NOT LIMITED TO THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT OF PROPRIETARY RIGHTS) AS TO ANY AND ALL DIGITAL WALLETS AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM THE DIGITAL WALLETS.

16. 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 Petal Card, then contact Petal Card support by emailing support@petalcard.com or calling the number on the back for your card.

The Petal Card is issued by WebBank, Member FDIC.

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