

# ALINE CARD BY ADP® VISA® PREPAID CARD TERMS OF USE FOR USE IN DIGITAL WALLET



The following terms and conditions (these “Terms of Use”) govern your use of ALINE Card by ADP® Visa Prepaid Card issued by MB Financial Bank, N.A. (the “Bank”) under which ADP, LLC (and its affiliates) (“ADP”) is the program manager (the “ALINE Card”), through a digital wallet, including Apple Pay, Android Pay or any other digital payment service provider, and related features (“Mobile Wallet Card”). These Terms of Use are a legal agreement between you, the Bank and ADP (“us”, “we” or “our”). They apply to you and anyone else you authorize to use your Mobile Wallet Card(s).

**PLEASE READ THESE TERMS OF USE CAREFULLY BEFORE CREATING, ACTIVATING OR USING YOUR MOBILE WALLET CARD. THE STORAGE AND USAGE OF YOUR MOBILE WALLET CARD(S) ARE SUBJECT TO THE TERMS AND CONDITIONS OF YOUR CARDHOLDER AGREEMENT FOR VISA® PREPAID CARD (ALINE CARD BY ADP®) (THE “CARDHOLDER AGREEMENT”) AS WELL AS THE FOLLOWING TERMS OF USE. IF YOU DO NOT WANT TO AGREE TO THESE TERMS OF USE, YOU MUST NOT CREATE, ACTIVATE OR USE YOUR MOBILE WALLET CARD(S).**

- **Digital wallets may allow you to create virtual representations of your ALINE Card(s) on your supported device that will permit you to use your supported device to make various payments. We are not responsible for any inability to (i) provision your ALINE Card(s) for mobile use in a digital wallet or (ii) use your Mobile Wallet Card(s).**
- **You are solely responsible for maintaining the confidentiality of your applicable User ID, passwords and any other means that you may have to access the digital wallet. If you share these credentials with any other person, they may be able to use your Mobile Wallet Card(s) and get access to your personal and payment information.**
- **If your phone or device is lost, stolen or compromised in any way, promptly contact Cardholder Services by calling 1.844.834.8556 or the toll-free phone number located on the back of your ALINE Card.**
- **These Terms of Use govern your access to and use of your Mobile Wallet Card(s) only as between us and you. The digital payment service provider, your wireless carrier, and other third party services or websites incorporated in the digital services may have their own terms and conditions and privacy policies. We are not responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or function of any third-party products or services.**

We do not currently charge any fee for creating or using your Mobile Wallet Card, you will be responsible for all fees that may be imposed by other parties in connection with your use (such as but not exclusive of data usage or text messaging charges imposed on you by your wireless carrier) and be subject to any restrictions those third parties may impose.

**You understand and acknowledge that we may be required to provide information related to our participation in a digital payment service provider’s program which such service provider may use for purposes such as performing service provider’s obligations, exercising its rights, and improving its service platform.**

We reserve the right for any reason to discontinue offering or supporting any Mobile Wallet Card or to not participate or terminate participation in a digital payment service provider’s program. Except as otherwise required by applicable law, we may block, restrict, suspend or terminate your use of any Mobile Wallet Card at any time without notice and for any reason, including if you violate these Terms of Use or any Cardholder Agreement, if we suspect fraudulent activity, or as a result of the cancellation or suspension of your ALINE Card account. You agree that we will not be liable to you or any third party for any block, suspension, cancellation or termination of your use of any Mobile Wallet Card.

## **DISCLAIMER OF WARRANTIES**

**YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF ANY MOBILE WALLET CARD IS AT YOUR SOLE RISK. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY MOBILE WALLET CARD 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 DISCLAIM ALL WARRANTIES AND**

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CONDITIONS WITH RESPECT TO ANY MOBILE WALLET CARD, 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 MOBILE WALLET CARD, OR THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PERFORMED OR PROVIDED BY, A MOBILE WALLET CARD WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OR AVAILABILITY OF A MOBILE WALLET CARD WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN A MOBILE WALLET CARD WILL BE CORRECTED. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US OR ANY THIRD PARTY SHALL CREATE ANY WARRANTY.

WE WILL NOT BE LIABLE TO YOU FOR ANY CIRCUMSTANCES THAT INTERRUPT, PREVENT, OR OTHERWISE AFFECT THE FUNCTIONING OF ANY MOBILE WALLET CARD, SUCH AS UNAVAILABILITY OF THE APPLICABLE DIGITAL PAYMENT SERVICES OR YOUR WIRELESS SERVICE, COMMUNICATIONS, NETWORK DELAYS, LIMITATIONS ON WIRELESS COVERAGE, SYSTEM OUTAGES, OR INTERRUPTION OF A WIRELESS CONNECTION.

USE OF A MOBILE WALLET CARD INVOLVES THE ELECTRONIC TRANSMISSION OF PERSONAL INFORMATION THROUGH THIRD-PARTY CONNECTIONS. WE CANNOT GUARANTEE THE PRIVACY OR SECURITY OF THESE DATA TRANSMISSIONS.

This section shall survive any termination of these Terms of Use.

## LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED BY LAW, IN NO EVENT SHALL WE, OUR DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE FOR DEATH, PERSONAL INJURY, PROPERTY DAMAGE, OR ANY INCIDENTAL, SPECIAL, INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHATSOEVER, INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF OR DAMAGE TO DATA, BUSINESS INTERRUPTION OR ANY OTHER COMMERCIAL OR FINANCIAL DAMAGES, LOST REVENUES, OR OTHER LOSSES OF ANY KIND, ARISING OUT OF THESE TERMS OF USE OR IN ANY WAY RELATED TO YOUR USE OR INABILITY TO USE ANY MOBILE WALLET CARD, HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT OR OTHERWISE) AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

This section shall survive any termination of these Terms of Use.

## MISCELLANEOUS

Your access to and use of a Mobile Wallet Card is subject to all applicable international, federal, state and local laws and regulations. We reserve the right to seek all remedies available at law and in equity for violations of these Terms of Use. These Terms of Use (including all agreements and policies referenced in these Terms of Use, which are not modified or superseded by these Terms of Use) set forth the entire understanding and agreement between you and us, whether written or oral, with respect to the subject matter hereof and supersede any prior or contemporaneous understandings or agreements with respect to such subject matter. If any part of these Terms of Use are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth above, then the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms of Use shall continue in effect. Our failure to exercise or enforce any right or provision of these Terms of Use shall not constitute a waiver of such right or provision. The section titles in these Terms of Use are for convenience only and have no legal or contractual effect. We may assign these Terms of Use, in whole or in part, at any time with or without notice to you. You may not assign these Terms of Use, or any part of it, to any other party. Any attempt by you to do so is void. These Terms of Use shall inure to the benefit of and be binding upon the parties hereto and their successors and assigns. There are no third-party beneficiaries to these Terms of Use, except that our affiliates are third-party beneficiaries of these Terms of Use with the right to enforce them. The terms of this section will survive termination of these Terms of Use, together with any other terms which by their nature the parties contemplate should survive.

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## CHANGES TO THESE TERMS OF USE

We reserve the right to revise these Terms of Use at any time and you are deemed to be aware of and bound by any changes to these Terms of Use by your continued access to or use of any Mobile Wallet Card. We will provide you notice if required by law. We will indicate that changes to these Terms of Use have been made by updating the date indicated after "Version:" (below). You also will be able to view the revised Terms of Use by accessing your Mobile Wallet Card(s). We may provide notices to you concerning these Terms of Use and your use of an ALINE Card in the applicable digital wallet by posting the material on our website, through electronic notice given to any email address you provide to us, or by contacting you at the current address we have on file for you. If you do not accept any revisions made to these Terms of Use, your sole and exclusive remedy is to cancel your use of and delete all Mobile Wallet Card(s). You may contact us at: 1.844.834.8556.