

Terms & Conditions for Adding Your *BankFinancial, N.A.* Visa Check Card to a Third-Party Mobile Wallet

These Terms & Conditions (the "Terms") apply for when you choose to add your *BankFinancial, N.A.* Visa Check Card ("Debit Card") to a Third-Party Mobile Wallet or Mobile Wallet or other payment service managed or owned by a third party ("Wallet"). In these Terms, "you" and "your" refer to the cardholder and "The Bank" refers to the issuer of your Debit Card, *BankFinancial, N.A.*

When you add a *BankFinancial, N.A.* Debit Card to a Wallet, you agree to these Terms:

1. Adding Your Debit Card.

You can add your Debit Card to a Wallet by following the instructions of the Wallet provider. When you add your Debit Card to a Wallet, the Wallet may allow you to (a) use the Debit Card to (i) enable transfers of money between you and others who are enrolled with the Wallet provider or a partner of such Wallet provider, and/or (ii) enter into transactions where the Wallet is accepted, including the ability to use the Debit Card to complete transactions at participating merchants' physical locations, e-commerce locations, and at ATMs; and (b) use other services that are described in the Wallet provider's agreement or that they may offer from time to time. The Wallet may not be accepted at all places where your Debit Card is accepted. The Bank reserves the right to terminate our participation in a Wallet or with a Wallet provider at any time.

2. Your Debit Card Terms Do Not Change.

The terms and agreement that govern your Debit Card do not change when you add your Debit Card to the Wallet. The [Customer Agreement and Disclosure \(CAD\)](#) "CAD" that governs the Debit Card, as amended from time to time, are incorporated by reference as part of these Terms. Please review the CAD, as applicable, for important information on your rights and responsibilities when making transactions through a Wallet. The Wallet simply provides another way for you to make purchases or other transactions with the Debit Card.

3. Applicable Fees.

Any applicable interest, fees, and charges that apply to your Debit Card or underlying account will also apply when you use a Wallet to access your Debit Card. BankFinancial does not charge you any additional fees for adding your Debit Card to the Wallet or using your Debit Card in the Wallet. The Wallet provider and other third parties such as wireless companies or data service providers may charge you fees. You are solely responsible for reporting and paying any applicable taxes arising from transactions originated using your Debit Card information transmitted by a Wallet and you shall comply with any and all applicable tax laws in connection therewith.

4. BankFinancial Is Not Responsible for the Wallet.

The Bank is not the provider of the Wallet, and The Bank is not responsible for providing the Wallet service to you. The Bank is only responsible for supplying information securely to the Wallet provider to allow usage of the Debit Card in the Wallet. The Bank is not responsible for any failure of the Wallet, for any errors, delays caused by or the inability to use the Wallet for any transaction. The Bank is not responsible for the performance or non-performance of the Wallet provider or any other third parties regarding any agreement you enter with the Wallet provider or associated third-party relationships that may impact your use of the Wallet.

5. Transaction History.

You agree and acknowledge that the transaction history displayed in the Wallet solely represents our authorization of your Wallet transaction and may not reflect complete information about the transaction, nor any post-authorization activity, including but not limited to clearing, settlement, foreign currency exchange, reversals, returns or chargebacks. Accordingly, the purchase amount, currency, and other details for the Wallet provider's transaction history in connection with use of your Debit Card in the Wallet may be preliminary and/or incomplete and may not match the transaction amount that ultimately clears, settles, and posts to your Debit Card's periodic statement, which shall be deemed the prevailing document.

6. Contacting You Electronically and by Email or through Your Mobile Device.

You consent to receive electronic communications and disclosures from The Bank in connection with your Debit Card and the Wallet. You agree that The Bank can contact you by email at any email address you provide in connection with any BankFinancial product, service or account, or through the mobile device on which you have downloaded the BankFinancial Mobile app. It may include contact from third parties including the Wallet provider. You agree that it is your sole responsibility to update your contact information with The Bank when it changes to ensure that your information is current and accurate.

7. Removing Your Debit Card from the Wallet.

You should contact the Wallet provider on how to remove your Debit Card from the Wallet. The Bank can also block a Debit Card in the Wallet from certain transactions or purchases at any time.

8. Governing Law and Disputes.

These Terms are governed by federal law and, to the extent that state law applies, the laws of the State of Illinois. Disputes arising out of or relating to these Terms will be subject to any dispute resolution procedures within the CAD.

9. Ending or Amending these Terms; Assignments.

The Bank can terminate these Terms at any time. The Bank can change or amend these Terms at any time. The Bank will provide notice of these changes as required by applicable law. Your use of the Debit Card in a Wallet after the Bank has made such changes will be considered your agreement to the changes. The Bank can also assign these Terms. You cannot change these terms, but you can terminate these Terms at any time by removing all Debit Cards from the Wallet. You may not assign these Terms to any other party.

10. Termination of Use

Subject to applicable law, at any time The Bank may (i) terminate your use of any Debit Card in connection with a Wallet, (ii) modify or suspend the type or dollar amounts of transactions allowed using Debit Cards in connection with a Wallet, (iii) change a Debit Card's eligibility for use with a Wallet and/or (iv) change the Debit Card authentication process.

11. Privacy.

Your privacy and the security of your information are important. The Bank's [Privacy Policy](#), as amended from time to time, applies to your use of your Debit Card in the Wallet. You may be provided with the ability to share your Debit Card number with Wallet providers, and you agree that The Bank may share certain of your other information with the Wallet providers, merchants, and others in order to provide the services you have requested, to make information available to you about your Debit Card transactions, and to improve The Bank's ability to offer these services. This information helps The Bank add your Debit Card to the Wallet and maintain the Wallet. The Bank



Mobile Wallet Terms & Conditions

does not control the privacy and security of your information that may be held by the Wallet provider and that is governed by the privacy policy given to you by the Wallet provider.

12. Notices.

The Bank can provide notices to you concerning these Terms and your use of a Debit Card in the Wallet in any manner, including by posting the material on The Bank's website, through electronic notice given to any electronic mailbox The Bank maintains for you or to any other email address or telephone number you provide, or by contacting you at the current address The Bank has on file for you. You may contact The Bank at: **1-800-894-6900**.

13. Limitation of Liability; No Warranties.

THE BANK IS NOT AND SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOST PROFITS, USE, DATA, OR OTHER LOSSES INCURRED BY YOU ARISING FROM OR RELATED TO YOUR ADDING A DEBIT CARD TO A WALLET, OR YOUR ACCESS OR USE OF A WALLET, INABILITY TO USE A WALLET, OR TERMINATION OF THE USE OF A WALLET, REGARDLESS OF THE FORM OF ACTION OR CLAIM (WHETHER CONTRACT, TORT, STRICT LIABILITY OR OTHERWISE), EVEN IF THE BANK HAVE BEEN INFORMED OF THE POSSIBILITY THEREOF, EXCEPT AS OTHERWISE REQUIRED BY LAW. TO THE FULLEST EXTENT PERMITTED BY LAW, THE BANK DISCLAIMS 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 WALLETS AND ALL INFORMATION, PRODUCTS AND OTHER CONTENT INCLUDED IN OR ACCESSIBLE FROM THE WALLETS.

14. Questions.

If you have any questions, disputes, or complaints about the Wallet, contact the Wallet provider using the information given to you by the provider. If your question, dispute, or complaint is about your Debit Card, then contact The Bank at: 1-800-894-6900.

Debit card products are provided by *BankFinancial* N.A.