

User Terms & Conditions

Last updated: June 15, 2016

THIS PAYWITH USER TERMS AND CONDITIONS (“**AGREEMENT**” OR “**TERMS**”) IS A CONTRACT BETWEEN YOU (“**YOU**” OR “**USER**”) AND PAYWITH WORLDWIDE INC., A DELAWARE CORPORATION (“**PAYWITH**”). THIS AGREEMENT GOVERNS YOUR USE OF PAYWITH MOBILE PAYMENT, WEB APPLICATIONS, AND NATIVE IOS AND ANDROID APPLICATIONS AND ALL RELATED SERVICES (COLLECTIVELY “**PAYWITH APPLICATION**”). TO USE PAYWITH APPLICATION, YOU MUST: (1) READ, AGREE WITH, AND ACCEPT ALL THE TERMS AND CONDITIONS OF THIS AGREEMENT; AND (2) COMMUNICATE YOUR ACCEPTANCE OF THIS AGREEMENT BY EITHER CLICKING ON THE “SIGN UP” BUTTON WHEN SENT A GIFT, ENTERING THE VERIFICATION CODE PAYWITH SENDS YOU, OR BY CLICKING ON THE LINK SENT TO YOU BY PAYWITH TO CONFIRM YOUR MOBILE NUMBER. IF YOU DO NOT TAKE ANY OF THESE ACTIONS, YOU WILL NOT BE ABLE TO DOWNLOAD OR ACCESS THE PAYWITH APPLICATION. YOUR USE OF THE PAYWITH APPLICATION ALSO COMMUNICATES YOUR ACCEPTANCE OF THIS AGREEMENT, AS IT MAY BE MODIFIED FROM TIME TO TIME. THIS AGREEMENT INCLUDES THE PROVISIONS BELOW AND THE PROVISIONS OF PAYWITH’S PRIVACY POLICY (“**PRIVACY POLICY**”) AND E-SIGN POLICY (“**E-SIGN POLICY**”), BOTH OF WHICH ARE POSTED AT PAYWITH’S WEBSITE PAYWITH.COM (“**PAYWITH’S WEBSITE**”). THEREFORE, WHEN YOU ACCEPT THIS AGREEMENT, YOU ALSO ACCEPT PAYWITH’S PRIVACY POLICY AND PAYWITH’S E-SIGN POLICY. THE TERMS “**YOU**” AND “**USER**” ARE USED INTERCHANGEABLY IN THIS AGREEMENT.

PayWith reserves the right to modify this Agreement, the [Privacy Policy](#), the [E-Sign Policy](#), and any other applicable PayWith agreements or policies relating to PayWith Application at any time in its sole and absolute discretion by posting the modifications on PayWith’s Website. Your use of PayWith Application after the posting of any modification on PayWith’s Website constitutes your acceptance of the modification. It is your responsibility to visit PayWith’s Website on a regular basis to obtain the latest updates of this Agreement, including the Privacy Policy and PayWith’s E-Sign Policy. You can always find the most recent, updated versions of this Agreement, the Privacy Policy and the E-Sign Policy on PayWith’s Website.

1. Eligibility

In order to create a PayWith account and use the PayWith Application, you must:

- have a mobile device with internet connectivity and data plan which utilizes an operating system version released in the last two years, and
- have a valid mobile phone number associated with a monthly telco carrier plan, and
- have the right to use a funding instrument: either a Visa® or MasterCard® credit or debit card

2. Funding your account

2.1 Funding instrument. When you create an account to use the PayWith Application, you agree to assign a valid funding instrument against your PayWith Account to complete your purchase transaction. The following are valid funding instruments:

- Visa® credit card or debit card;
- MasterCard® credit card or debit card;
- American Express® card.

You will need to provide the 16-digit Primary Account Number, expiry date and 3-digit CVV security code for your funding instrument. PayWith will not store this information in any form but will pass the information directly to a secure PCI-DSS certified partner in order that future authorizations and charges can be presented against that funding instrument by PayWith.

2.2 Authority. When you provide a funding instrument to us, you confirm that you are permitted to use that funding instrument. When you fund a transaction, you authorize us (and our designated payment processor) to charge the full amount to the funding instrument you designate for the transaction.

2.3 Pre-authorization. When you request a form of payment using the PayWith Application, we may obtain a pre-authorization from the issuer of your specified funding instrument for an amount. When you set up your PayWith

Account, you are responsible for setting a PayWith Credit Limit. This is the amount PayWith will pre-authorize against your funding instrument each time that a form of payment is presented to you on the PayWith Application. Dependent on your issuing bank, you may see this pre-authorization appear on your credit card statement. NOTE THAT THIS IS SIMPLY A GUARANTEE OF THE AVAILABILITY OF FUNDS AND IS NOT A CHARGE AGAINST YOUR ACCOUNT. IT WILL BE CANCELLED WHEN AN ASSOCIATED PURCHASE TRANSACTION IS MADE OR AFTER A PERIOD OF TIME IF NO ASSOCIATED PURCHASE TRANSACTION IS MADE.

2.4 Charging your funding instrument. When you elect to load funds to your PayWith Account, which you may do at any time, you choose the amount you wish to load and your funding instrument will be charged the same amount. There is no fee to load funds to your account. If you have set a PayWith Credit Limit against your account, immediately following a successfully authorized transaction using the form of payment presented to you on the PayWith Application, we will charge your funding instrument for the difference between the amount of that transaction (including all taxes and tips) and the amount of applicable PayWith Credit on your account. The applicable PayWith Credit is the sum of any funds you have loaded to your account and any gift or rebate credit which is applicable to the transaction. When this charge is completed, we will cancel the corresponding pre-authorization against your funding instrument.

2.5 Costs of funding. PayWith is responsible for the fees related to processing payment against your funding instrument. PayWith will appear as the merchant of record on your credit card statement or bank account statement for the purchase you have made at a participating merchant. If you fund a payment by debit card and your load transaction results in an overdraft or other fee from your bank, you alone are responsible for that fee.

3. Making purchases

3.1 Form of payment. The PayWith Application will provide you with a means of making payment at participating merchant locations provided a number of conditions are met. The ability to complete a payment transaction at a participating merchant is dependent on:

- The merchant's agreement and ability to accept payment in the forms provided by the PayWith application;
- PayWith's agreement that the merchant should be able to process payments using the forms provided by the PayWith application;
- Your successful completion of the PayWith account application procedure including the acceptance of these Terms and Conditions;
- PayWith's acceptance of your account application;
- Your assignment of a valid credit card or Visa® or MasterCard® debit card to your PayWith account;
- The pre-authorization of your assigned funding instrument to a value greater than the amount of the purchase to be made at the merchant;
- Your possession of an appropriate smartphone or other device which has internet connectivity.

If any one of the above conditions is not met, then you may not be able to complete a payment transaction. PayWith does not guarantee either that you will be presented with a form of payment when using the PayWith Application at a participating merchant or that any form of payment which is presented will transact successfully. YOU ARE ADVISED TO ENSURE THAT YOU HAVE AN ALTERNATIVE FORM OF PAYMENT PRIOR TO COMMITTING TO A TRANSACTION.

3.2 Pricing. Pay attention to the details of the transaction, because your total price may include taxes, fees, and shipping costs, all of which you are responsible for funding.

3.3 Extra terms. You may be presented with additional terms related to a specific purchase before you confirm the transaction (such as shipping terms for tangible goods, service charges, tips, or application of credit granted by the merchant, etc). These additional terms will also govern that transaction.

3.4 Future Delivery. You should not use the PayWith Application or the form of payment provided to you to purchase goods or services which will be delivered at a future time. You should not purchase gift cards, vouchers or coupons which claim to offer monetary value, discounts or other purchase benefits at a future time. PAYWITH DOES NOT GUARANTEE THAT SUCH INSTRUMENTS WILL BE REDEEMABLE.

3.5 Actual sale. You may only use the PayWith Application to process a funding transaction for a legitimate, bona fide purchase of a product or service. You may not use the PayWith Application to fund a transaction or otherwise transfer electronic value not in conjunction with a purchase.

3.6 No Warranties. You acknowledge that the products or services you may purchase are sold by merchants, not by

PayWith. WE MAKE NO WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY PRODUCTS OR SERVICES SOLD BY MERCHANTS WHICH YOU PURCHASE USING THE PAYWITH APPLICATION.

3.7 Promotional offers may be limited in number.

4. Rewards and Credits

4.1 Credits. PayWith Credit (“Credit” or “Credits”) is a form of non-monetary reward issued to you by PayWith and can be used to make purchases at certain participating merchants under certain circumstances. The amount of Credit you have access to at the time you request a form of payment is equal to the sum of all merchant-specific Credits applicable to the transaction you wish to execute, all general Credits on your account and any amounts funded by you through your funding instrument. The following terms apply to the usage of Credits:

1. When you receive Credits, you have a limited right to use the Credits in connection with certain features on PayWith.
2. Except as otherwise stated, purchases of Credits are non-refundable to the full extent permitted by law.
3. You may not sell Credits to anyone, or transfer them to anyone outside of PayWith.
4. We may change the way in which Credits are earned at any time, as well as the ways that you can use or transfer Credits.
5. We reserve the right to stop issuing Credits.
6. Credits are not redeemable for any sum of money or monetary value from us unless we agree otherwise in writing or unless required by law.
7. Credits are subject to our Abandoned Property provision (Section 5.6 below).

4.2 Conversion of Credits. PayWith may, in its sole discretion, offer you the opportunity to convert Credits which are restricted in their usage, for example to a specific merchant, into Credits which may have fewer restrictions. Prior to executing a conversion, PayWith will advise you of the conversion rate, i.e. the amount of Credits you will receive divided by the amount you are converting. In executing the conversion, you accept the conversion rate and acknowledge that the conversion transaction is final and irreversible.

5. Your Privacy and Ownership of data

5.1 Purchase Data. “Purchase Data” is information related to a purchase completed or attempted by you at a merchant location using a PayWith form of payment provided to you. This includes, but is not limited to:

- Your PayWith account User Name;
- Information relating to the merchant where the purchase was completed or attempted;
- The form of payment details including the 16-digit card number, expiry date and CVV (if applicable);
- Transaction information including the date and time of the transaction, the gross value of the transaction and the items purchased with applicable prices.

You acknowledge and agree that Purchase Data belongs to PayWith. You may access the Purchase Data related to your transactions using the PayWith Application. We reserve the right to acquire, store, transmit and distribute this data. We further reserve the right to share this data with any third party in any form under any commercial arrangement between PayWith and the third party.

5.2 Profile Data. We may share your Profile information with the merchant or organization whose brand and corporate identity is associated with an application you have downloaded to your mobile device. This includes, but is not limited to your cellphone number and your email address.

5.3 Funding Data. “Funding Data” is information related to any charges made by PayWith against the funding instrument associated with your PayWith account or provided to PayWith when you purchase a gift card. PayWith is the merchant of record on all such funding transactions. PayWith may share or publish aggregated Funding Data covering multiple PayWith accounts but will not share your detailed Funding Data with any third party without your permission.

5.4 Privacy. Our [Privacy Policy](#) explains:

- What information we collect and why we collect it.
- How we use that information.
- The choices we offer, including how to access and update information.

6. Actions we may take

6.1 At-will use. We may revoke your eligibility to use the PayWith Application at any time at our sole discretion.

6.2 Inquiries. By using PayWith, you acknowledge and agree that we may make any inquiries that we consider necessary, either directly or through third parties, concerning your identity and creditworthiness.

6.3 Right to cancel. We may cancel any transaction if we believe the transaction violates these Terms, our Merchant Terms and Conditions or our Privacy Policy or if we believe doing so may prevent financial loss. We may also cancel any Credit balance accumulated, transferred, assigned, or sold as a result of fraudulent or illegal behavior.

6.4 Payment limitations. In order to prevent financial loss to you or to us, we may place a delay on a payment for a period of time, or limit funding instruments for a transaction, or limit your ability to make a purchase, or deactivate your account.

6.5 Sharing of information. In order to prevent financial loss to you or to us, we may contact your funding instrument issuer, law enforcement, or affected third parties (including other users) and share details of any payments you are associated with, if we believe doing so may prevent financial loss or a violation of law.

6.6 Abandoned Property. If you leave a Balance unused for the period of time set forth by your state, country, or other governing body in its unclaimed property laws, or if you delete your account and leave a Balance, or if we deactivate your account and you do not meet any conditions necessary to reinstate it within six (6) months, we may process your balance in accordance with our legal obligations, including by submitting funds associated with your Balance to the appropriate governing body as required by law.

7. Disputes and reversals

7.1 Customer assistance. We provide various tools to assist you in communicating to resolve a dispute arising from a payment transaction, including:

- You can obtain answers to Frequently Asked Questions at www.paywith.com/faq
- A Customer Service representative can be reached by phone on 1-855 PAYWITH

7.2 No liability for spend transaction. If you enter into a transaction with a merchant or other third party and have a dispute over the goods or services purchased, PayWith has no liability for the goods or services underlying the transaction. Our only responsibility is to provide a form of payment and to handle your funding transaction. All funding transactions are final unless required by law.

7.3 Duty to notify us. If you believe that an unauthorized or otherwise problematic transaction has taken place under your account, you agree to notify us immediately, so that we may take action to prevent financial loss. Unless you submit the claim to us within 30 days after the charge, you will have waived, to the fullest extent permitted by law, all claims against us arising out of or otherwise related to the transaction.

7.4 Intervention. We may intervene in disputes concerning payments that may arise between you and a third party, but we have no obligation to do so.

8. Notices and amendments to these Terms

8.1 Notice to you. By using the PayWith service, you agree that we may communicate with you electronically any important information regarding your purchases or your account. We may also provide notices to you by posting them on our website, or by sending them to an email address or street address that you previously provided to us. Website and email notices shall be considered received by you within 24 hours of the time posted or sent; notices by postal mail shall be considered received within three business days of the time sent.

8.2 Notice to us. Except as otherwise stated, you must send notices to us relating to PayWith and these Terms by postal mail to: PayWith, Attn: Legal Department, 150-200 Granville Street, Vancouver, BC, Canada, V6C 1S4.

8.3 Amendment guidelines. We may update these User Terms at any time without notice as we deem necessary to the full extent permitted by law. The User Terms in place at the time you confirm a transaction will govern that transaction.

9. Additional Terms

9.1 Conflict of terms. In the event of any conflict between these Terms, the Merchant Terms and Conditions and PayWith Privacy Policy these Terms shall prevail.

9.2 Conflict of laws. Some countries may restrict or prohibit your ability to make payments through PayWith. Nothing in these Terms should be read to override or circumvent any such foreign laws.

9.3 Courtesy translations. These Terms were written in English (US). To the extent any translated version of these

terms conflicts with the English version, the English version controls.

9.4 “Us”. Without limiting Section 5.1, above, the following are the entities to which “us,” “we,” “our,” or “PayWith” refer: 1. If you are a resident of or have your principal place of business in the U.S. or Canada, these User Terms are between you and PayWith Worldwide Inc., a Delaware corporation. To view PayWith Worldwide Inc.’s Privacy Policy, please visit <https://www.paywith.com/privacy>. 2. All PayWith transactions and other payments made to or on PayWith are conducted via PayWith.

9.5 Issuer This card is issued by MetaBank®. MetaBank is a member of FDIC.