

# indi Digital Terms of Use



## I. INTRODUCTION

This Agreement (the “Digital Agreement”) between you and numo LLC (“numo”) and PNC Bank, N.A. (“PNC”) governs the use of the website and mobile application for the indi product (“indi”). indi, a product provided by numo and PNC (collectively, “we,” “us,” or “our”) provides information to assist you in managing your finances and permits you to perform a number of banking functions on a prepaid card account (“the Account”) through the use of a personal computer or a mobile device. This Digital Agreement, along with the indi Schedule of Fees and indi Terms and Conditions (collectively, the “indi Terms and Conditions”), explains the terms and conditions governing indi’s mobile application and website (collectively, the “Digital Services”). Please read this Digital Agreement carefully.

By enrolling electronically or otherwise, and by using any of the Digital Services, you agree to be bound by the terms and conditions of this Digital Agreement. This Digital Agreement also contains important information regarding what you should do if you believe that an unauthorized person has gained access to your accounts or an error has occurred. Keep this Digital Agreement for future reference. Except as stated below this Digital Agreement is governed by the laws and regulations of the Commonwealth of Pennsylvania and the United States, as amended from time to time. When you use any of the Digital Services described in this Digital Agreement, or authorize others to use them, you agree to the terms and conditions of the Digital Agreement that apply to you.

This Digital Agreement includes by reference:

- The indi Digital Privacy Policy provided to you through the Digital Services available on the mobile application or provided to you via e-mail.
- The indi Terms and Conditions, which governs the indi prepaid account, and includes the indi Schedule of Fees and Funds Availability Policy.
- The Electronic Communications Disclosure, which explains the means by which we can communicate important information and legal disclosures to you.
- Any terms provided separately to you for the Digital Services, including product or program terms, ordering, activation, payment terms, etc.

## II. TERMS AND CONDITIONS

### A. Fees

Any fees that you will be charged for accessing the Account through the Digital Services shall be disclosed in the Schedule of Fees accessible through the Digital Services.

### B. Use of the Digital Services

The Digital Services are intended solely for individuals who are age 18 or older who have enrolled in the Digital Services with true and accurate identification information. Any access to or use of the Digital Services by anyone under 18 or anyone who has not enrolled is unauthorized, unlicensed, and in violation of these this Digital Agreement. By accessing or using the Digital Services, you represent and warrant that you are 18 or older and that you are the individual who has enrolled for the Digital Services. The Digital Services are only intended for use by persons who reside in the 50 U.S. states and the District of Columbia, and are not available for use by persons who reside in U.S. territories or outside of the United States (including at U.S. military installations outside of the United States). We make no

representation that the Digital Services are appropriate or available for use outside the 50 U.S. states and the District of Columbia.

### *C. Availability of Digital Services; Confidential Information*

The Digital Services may not be available at all times. We cannot always foresee or anticipate technical or other difficulties which may result in failure to obtain data, the loss of data, or other service interruptions. We cannot guarantee the timeliness and accuracy of the information provided in the Digital Services. The Digital Services are offered "AS IS" and "AS AVAILABLE" and without warranty or guarantee.

You acknowledge and agree that from time to time, the service may be delayed, interrupted, or disrupted periodically for an indeterminate amount of time due to circumstances beyond our reasonable control including, but not limited to, any Internet Service Provider outages, hardware or software failures, interruption of wireless connectivity or phone service, telecommunications facilities or interference from an outside source.

You further acknowledge and agree that the Digital Services require the use of the indi mobile application and/or website to ensure indi's full functionality and that you will, accordingly, download and install any updates to the indi mobile application as such updates become available. Purchase and use of the indi mobile application also may be subject to the app store or marketplace at which the indi mobile application is made available, and this Digital Agreement does not amend or supersede any terms and conditions of any such app store or marketplace.

We will not be liable for any losses in contract, tort, warranty, or otherwise, incurred in connection with (i) the failure of electronic transmission of confidential communications or information to or from the mobile application or website containing the Digital Services, (ii) the implementation of any security procedures established for the purpose of limiting access to, and protecting, confidential communications or information, (iii) any decision made, action, or inaction taken by any party in reliance upon any contents of the mobile application or website and electronic transmission of confidential communications or information or security procedures, or (iv) any delays, inaccuracies, errors in, or omissions of the mobile application or website, confidential client communications or information, or security procedures.

### *D. Addition of New Products*

We may, from time to time, introduce new products to the Digital Services. We may notify you of the existence of these new products when they become available and, if you choose to make use of any new product, you agree to be bound by any terms and conditions regarding the new products that we may send to you.

### *E. Cancellation and Reinstatement of Digital Services*

We may suspend, or modify the Digital Services at any time and for any reason including, but not limited to, if we believe you have engaged in unauthorized transactions or have gained unauthorized access to information concerning another individual, or if we detect potential fraudulent activity. Neither suspension nor modification of the Digital Services shall affect your liability or obligations under this Digital Agreement. You agree that we shall not be liable to you or any third party for any suspension or modification of your access to, or use of, our Digital Services.

If you wish to cancel and/or reinstate any of the Digital Services, you may e-mail [support@goindi.com](mailto:support@goindi.com) with your request.

## *F. Use of Electronic Mail (e-mail)*

Sending an e-mail to indi is a way to communicate with us, as required elsewhere in this Digital Agreement. However, there may be times when you need to speak with someone immediately (especially to report a lost or stolen password, or to stop a payment). In these cases, do not use e-mail. Customers must call us at 833-285-1736 (voice) or 866-317-9343 (TTY). Also, it is important to remember that email is intended only as a method to contact indi customer service; you cannot use e-mail to transfer funds or to conduct transactions. Except where expressly indicated otherwise, e-mails to and from indi are not sent in a secure form and can be intercepted by third parties and may not be immediately received. Please do not use e-mail to send us communications which contain confidential information.

Our employees and/or agents will not contact you via e-mail or phone requesting your Password, User ID or any sensitive account information. If you are contacted by anyone requesting this information, please hang up and call us immediately at 833-285-1736 (voice) or 866-317-9343 (TTY).

## *G. Communication Preferences; Notifications*

In order to deliver notifications of important information and legal disclosures, you must update us with any change in your e-mail address(es) and mobile phone number. You can change the e-mail address(es) and mobile phone number for notifications at any time by accessing your profile within the indi mobile application. We are not responsible if you do provide us with accurate contact information or if you do not notify us of changes in your contact information.

We are not responsible for text message or e-mail delivery failures beyond our control, including, but not limited to, Internet Service Provider outages, hardware or software failures, interruption of wireless connectivity or phone service, telecommunications facilities or interference from an outside source. Depending upon your computer's spam filter, you may wish to add support@goindi.com to your e-mail address book.

Wireless carrier charges may apply to you or the recipient for text messaging services and data usage. Check with your wireless carrier for details regarding your specific wireless plan and any text messaging charges or data usage charges that may apply.

## *H. Communications from numo and PNC*

We will only send information concerning Digital Services to the street address, email address, and phone number you have provided to us and that we have on record. This is done as a security procedure to help ensure the confidentiality of your data. As a part of the Digital Services, you consent to receive all legally required notifications via electronic means. We will provide all future electronic notices by e-mail or via the indi mobile application. However, if an emergency occurs or if a change is necessary to maintain or restore the security of the Digital Services, we will provide any required change in terms notice as soon as possible if we are not able to provide it to you at least twenty-one (21) days in advance. You may download or print the notices from your computer or other device. At your request, we will provide you with a paper copy of any of the above documents or notices without any fee. You may obtain paper copies by calling us at 833-285-1736 (voice) or 866-317-9343 (TTY). You may withdraw your consent to receiving future notices in electronic form, but if you do, we may immediately terminate your participation in the Digital Services.

## *I. Transfers and Payments*

We may from time to time, limit the number of, the type, and dollar amounts of any withdrawals or transfers made through the Digital Services, notwithstanding the amount in your accounts. If a hold has been placed on deposits made to your Account, you cannot transfer the portion of the funds held until the hold is removed. We may, at our discretion, allow your transfers to be paid and create an overdraft on the

account. You agree to immediately reimburse us for the amount of the overdraft, and to pay any overdraft charges that may apply to your account, as set forth in your indi Terms and Conditions. You authorize us to withdraw, debit or charge the necessary funds from your account on the date on which you schedule any payment to begin processing or submit a transfer request.

#### *J. Tax Information Services*

In addition to the payment services described in this Digital Agreement, numo may provide estimated tax information via the indi mobile application. numo provides this information based on data you choose to provide to us, data we obtain through your usage of the indi mobile application, website, and/or other account functionality, and data we obtain from third parties with your consent.

WE ARE NOT PROVIDING TO YOU, AND THE DIGITAL SERVICES PROVIDED HEREUNDER ARE NOT AND SHALL NOT BE DEEMED OR CONSTRUED TO BE, LEGAL, FINANCIAL, ACCOUNTING OR INVESTMENT ADVICE OR RECOMMENDATIONS. THE DIGITAL SERVICES ARE INTENDED TO ONLY ASSIST YOU IN YOUR FINANCIAL ORGANIZATION AND IS BROAD IN SCOPE. YOUR FINANCIAL SITUATION IS UNIQUE, AND ANY INFORMATION PROVIDED THROUGH THE DIGITAL SERVICES MAY NOT BE APPROPRIATE FOR YOUR SITUATION. ACCORDINGLY, YOU SHOULD CONSULT WITH YOUR OWN LEGAL, FINANCIAL, ACCOUNTING OR INVESTMENT ADVISORS WHO ARE FULLY AWARE OF YOUR INDIVIDUAL CIRCUMSTANCES. FURTHER, YOU AGREE THAT WE ARE NOT ACTING AS YOUR AGENT OR FIDUCIARY IN CONNECTION WITH YOUR USE OF THE DIGITAL SERVICES.

INFORMATION PROVIDED BY US REGARDING POTENTIAL TAX LIABILITY IS INTENDED TO BE AN AID IN YOUR OWN FINANCIAL PLANNING AND NOT A CONCISE CALCULATION OF YOUR ACTUAL TAX LIABILITY. WE DO NOT REPRESENT IN ANY MANNER THAT THE TAX INFORMATION PRESENTED THROUGH THE DIGITAL SERVICES WILL PROVIDE ACCURATE CALCULATIONS OF YOUR ACTUAL TAX LIABILITY OR THAT ALL OF YOUR SPECIFIC PERSONAL CIRCUMSTANCES WILL BE REFLECTED IN THE TAX INFORMATION PROVIDED BY US.

THE TAX INFORMATION PROVIDED THROUGH THE DIGITAL SERVICES IS GENERATED BASED ON INFORMATION PROVIDED BY YOU, AND BY USING THE DIGITAL SERVICES, YOU ASSUME THE RESPONSIBILITY FOR ENSURING THE ACCURACY OF THE INFORMATION PROVIDED TO US.

THE TAX INFORMATION PROVIDED RELATES SOLELY TO FEDERAL AND STATE TAXATION. THE TAX INFORMATION DOES NOT REFLECT ANY MUNICIPAL OR OTHER LOCAL TAXATION, INCLUDING SALES AND EXCISE TAXES.

#### *K. Reflection of Available Balance in Digital Services*

The Account will be reflected in the Digital Services as containing two categories of funds, "Tax Savings" and "Okay to Spend." Tax Savings is money that is designated by you, based on tax information provided through the Digital Services, for payment of future tax obligations. Okay to Spend is money that is not designated by you, based on tax information provided through the Digital Services, for payment of future tax obligations. Your "Available Balance" is comprised of all money in your Account, including any and all money categorized as Tax Savings and/or Okay to Spend. The Digital Services provide information on how much money should be categorized as Tax Savings or Okay to Spend based on (i) the money you have earned as a self-employed worker or independent contractor and (ii) expenses that you have categorized through the Digital Services as business expenses. The Digital Services will show a "Tax Savings Goal," related to your potential tax liability, that is used by us to suggest how much money you should designate as Tax Savings. As explained more fully in Section II(J) of this Digital Agreement, the Digital Services, including the categorization of Tax Savings and Okay to Spend, do not constitute legal, financial, accounting, or investment advice or recommendations.

Money categorized as Tax Savings is available to be used for transactions and is categorized only for illustrative purposes. All money in the Available Balance is contained in a single Card account, and money categorized as Tax Savings are not contained in a separate account or subaccount. If you spend or withdraw more money from your Available Balance than is categorized as Okay to Spend, this will result in the use of money categorized as Tax Savings to cover the transaction(s) that exceeded the money categorized as Okay to Spend. If money that you have categorized as Tax Savings is also insufficient to cover your transaction(s), your transaction(s) may be declined.

If you authorize us to pay transaction(s) that result in the use of money categorized as Tax Savings, this will affect the amounts reflected as your Tax Savings Goal, Tax Savings, and Okay to Spend. For example, if you use money categorized as Tax Savings to cover your transactions, we may suggest that you categorize a larger proportion of your future deposits as Tax Savings.

#### *L. Privacy; Recording of Information and Disclosure to Third Parties*

The indi Digital Privacy Policy explains how we collect and protect personal information and how and why in certain limited cases we may share such information. Please review this disclosure at <https://goindi.com/>.

The information, data, e-mail messages, and other communications you enter through the Digital Services may be recorded. Your usage of the Digital Services, including the actions you perform, where you perform them from, and any errors you may encounter may also be recorded for the purpose of improving the Digital Services. We may disclose information about your account, or the transfers, transactions or payments you perform, to third parties and you hereby authorize those third parties to disclose similar information to us:

- where it is necessary for completing transfers or transactions; or
- in order to verify the existence and condition of your account for a third party such as, for example, a credit bureau, a merchant or another financial institution; or
- where required by a federal, state, or local law or regulation to do so;
- in response to a subpoena or are ordered by a court to do so;
- in the investigation or prosecution of alleged fraudulent activity concerning your accounts;
- if you give us your permission; or
- as may be otherwise authorized in the indi Digital Privacy Policy provided to you.

#### *M. Password and Security/Your Liability for Unauthorized Transactions/Errors and Questions*

You agree not to give or make available your PIN/Password/User ID or other means to access your account to any unauthorized individuals. You are responsible for all payments you authorize using the Digital Services. If you permit other persons to use the Digital Services or your PIN/Password/User ID or other means to access your account, you are responsible for any transactions they authorize. If you believe that your PIN/Password/User ID or other means to access your account has been lost or stolen or that someone may attempt to use the Digital Services without your consent or has transferred money without your permission, you must notify us at once by contacting us at 833-285-1736 (voice) or 866-317-9343 (TTY).

For more information on your rights and obligations concerning unauthorized or erroneous transactions, please refer to the indi Terms and Conditions, which may be accessed within the Digital Services.

#### *N. Ownership and Intellectual Property*

The technology and content used to offer, or provided in connection with the Digital Services, are either owned by us or licensed by us from affiliate or third-party licensors. Such content includes the look and

feel of the Digital Services, all of our promotional materials, all text, graphics, blogs, photographs, illustrations, images, notices, software and other content used to deliver the Digital Services. All such content is protected by the copyright law of the United States and international treaties, trademark and patent laws, and other intellectual property laws. As provided under this Digital Agreement, we grant you a nonexclusive, limited, royalty-free, revocable license during the term of this Digital Agreement to use the Digital Services strictly to facilitate your personal use of the features and tools of the Digital Services. Except as indicated in this paragraph, you may not copy, reproduce, perform, create derivative works from, republish, upload, post, transmit, or distribute in any way whatsoever any of our content, information or trademarks without our prior express and written consent.

#### *O. Alterations, Amendments and Termination*

This Digital Agreement, the indi Terms and Conditions, or any applicable fees and service charges may be changed, altered or amended by us at any time and from time to time. In such event, we shall provide notice to you in accordance with applicable law. Any use of the Digital Services after the effective date of any change in terms will constitute your agreement to such change(s). Further, we may, from time to time, revise or update the Digital Services and/or related material.

We reserve the right to immediately terminate this Digital Agreement and/or block access to the Digital Services for any reason. Reasons why we may terminate this Digital Agreement and/or block access to the Digital Services include, without limitation: (1) you misuse any of the Digital Services; (2) if we determine that your use of the Digital Services poses a security threat; (3) if you withdraw your consent to receiving future notices in electronic form; (4) you assume residency in a location in which the Digital Services are not offered pursuant to This Digital Agreement. Additionally, by using the Digital Services, you agree and acknowledge that we may immediately terminate this Digital Agreement and/or block access to the Digital Services if you upload, post, link to, or transmit any of the following: virus, trojan horse, worm or other disruptive or harmful software or data; or any information, software or other content which is not legally yours and/or used without permission from the copyright owner or intellectual property rights owner.

We may also, at our discretion, close your Card and/or Account (as defined in the indi Terms and Conditions) as a result of the termination of this Digital Agreement or blocking access to the Digital Services.

#### *P. Disputes*

In the event of a dispute regarding the Digital Services, you, numo, and PNC agree to resolve the dispute by looking to this Digital Agreement. You agree that this Digital Agreement and your indi Terms and Conditions are the complete and exclusive statement of the agreement between you and us regarding indi, which supersedes any proposal or prior agreement, oral or written, and any other communications between you and us relating to the subject matter of the Digital Agreement and the indi Terms and Conditions. If there is a conflict between what our employee(s)/agent(s) say and the terms of this Digital Agreement, the terms of this Digital Agreement will prevail.

#### *Q. Assignment*

You may not assign this Digital Agreement to any other party. We may assign this Digital Agreement to our parent corporation or to any now-existing or future direct or indirect subsidiary of our parent corporation. We may also assign or delegate certain of our rights and responsibilities under this Digital Agreement to independent contractors or other third parties.

## *R. No Waiver*

We shall not be deemed to have waived any of our rights or remedies hereunder unless such waiver is in writing and signed by us. No delay or omission on the part of us in exercising any rights or remedies shall operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions.

## *S. Captions*

The captions of sections hereof are for convenience only and shall not control or affect the meaning or construction of any of the provisions of this Digital Agreement.

## *T. Governing Law*

This Digital Agreement will be governed by federal law and where not in conflict with federal law, the laws of the State of Delaware, without regard to conflict of law principles.

This Digital Agreement is also at all times governed by the laws and regulations of the United States of America. To the extent that the terms of this Digital Agreement conflict with applicable state or federal law, such state or federal law shall replace such conflicting terms only to the extent required by law. Unless expressly stated otherwise, all other terms of this Agreement shall remain in full force and effect.

IN NO EVENT SHALL WE BE LIABLE FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING LOST PROFITS (EVEN IF ADVISED OF THE POSSIBILITY THEREOF) ARISING IN ANY WAY OUT OF THE INSTALLATION, USE, OR MAINTENANCE OF THE EQUIPMENT, SOFTWARE, AND/OR THE DIGITAL SERVICES.

## *U. Exclusions of Warranties*

THE DIGITAL SERVICE AND RELATED DOCUMENTATION ARE PROVIDED "AS IS" WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESSED OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

WE DO NOT WARRANT THAT THE DIGITAL SERVICES OR ANY FUNCTION CONTAINED IN THE DIGITAL SERVICES WILL BE UNINTERRUPTED OR ERROR-FREE, THAT DEFECTS WILL BE CORRECTED, OR THAT THE DIGITAL SERVICES OR THE SERVERS THAT MAKE THE DIGITAL SERVICES AVAILABLE ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

WE DO NOT MAKE ANY REPRESENTATIONS REGARDING THE USE OR THE RESULTS OF THE USE OF THE SERVICES IN OR ON THE DIGITAL SERVICES IN TERMS OF THEIR CORRECTNESS, ACCURACY, RELIABILITY, OR OTHERWISE. WE EXPRESSLY DISCLAIM ANY DUTY TO UPDATE THE INFORMATION ON THE DIGITAL SERVICES.

FURTHER, PLEASE NOTE THAT NO ADVICE OR INFORMATION, OBTAINED BY YOU FROM OUR PERSONNEL OR THROUGH THE DIGITAL SERVICES SHALL CREATE ANY WARRANTY NOT EXPRESSLY PROVIDED FOR IN THESE TERMS.

## *V. Third-Party Links*

This Digital Agreement applies only to the Digital Services, and not to the websites and/or applications of any other person or entity.

We may provide, or third parties may provide, links or reference links to non-indi websites ("third party websites"). If you access third-party websites or follow links to third-party websites, you may be exposed to content that you consider offensive or inappropriate. We are not responsible for monitoring these sites, and we are not responsible for the content, terms of use or privacy practices of any third-party website, nor are we responsible for any link contained in a third-party website. The inclusion of a third party link within the Digital Services does not imply any endorsement by us or any affiliation with us. You access any third-party website at your own risk, and we expressly disclaim any liability arising out of your access or use of any third-party website or link.

In connection with the Digital Services, you may be made aware of services, products, articles, offers, and promotions provided by third parties. If you decide to use these third-party services, you are responsible for reviewing and understanding the terms and conditions governing those services. You agree that the third party, and not numo or PNC, is responsible for performance of the services.

#### *W. Miscellaneous*

You agree that our rights and remedies arising out of any breach of your representations and warranties in this Digital Agreement, the limitations on our liability and our rights to indemnification under this Digital Agreement are continuing and shall survive the termination of this Digital Agreement, notwithstanding the lack of any specific reference to such survivability in these provisions. Our failure to enforce the strict performance of any provision of this Digital Agreement will not constitute a waiver of our right to subsequently enforce such provision or any other provisions of this Digital Agreement.

### **III. HOW TO CONTACT US**

For general inquiries, please contact us at:  
PNC Bank – indi c/o Visa Inc.  
USCS P.O. Box 026098  
Miami, FL 33102-6098

833-285-1736 (voice)  
866-317-9343 (TTY)  
support@goindi.com

For payment inquiries, please contact us at:  
PNC Bank – indi c/o Visa Inc.  
USCS P.O. Box 026098  
Miami, FL 33102-6098

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