

INDI MOBILE WALLET TERMS OF USE

Effective March 16, 2021

These Terms of Use (“Terms”) apply when you choose to add and use an **indi** Card (“Card”) within this mobile payment application (“Application”). In these Terms, “you” and “your” refer to the cardholder of the Card. “We,” “us,” and “our” refer to PNC Bank, National Association, the issuer of the Card, and Numo, LLC, the program manager that provides the Card.

This Application. We do not own or operate this Application and are not responsible for any information or services provided by the owner or developer of this Application, your wireless service provider, or any other third parties associated with this Application. We are only responsible for providing information to the provider of this Application in order to allow you to add and use your Card within this Application. We are not responsible for any failure of or inability to use this Application for any transaction. We are not responsible for the performance or non-performance of the provider of this Application or any other third parties regarding any agreement you enter into with them that impacts your use of this Application.

Card or Underlying Account Terms. The terms and conditions applicable to your Card or the underlying account do not change as a result of adding or using your Card within this Application. This Application is just another way you can use your Card to make purchases of goods and services at locations that accept this Application. This Application may not be accepted at all places where your Card is accepted. Any applicable interest, fees and other charges that apply to your Card or the underlying account will also apply when you use your Card within this Application to make purchases.

NOTICE REGARDING ARBITRATION. THE AGREEMENT GOVERNING YOUR CARD OR THE UNDERLYING ACCOUNT CONTAINS AN ARBITRATION PROVISION SECTION WHICH APPLIES TO CLAIMS ARISING FROM YOUR USE OF YOUR CARD. THAT PROVISION ALSO APPLIES TO ANY DISPUTES BETWEEN YOU AND US ARISING FROM YOUR USE OF YOUR CARD WITHIN THIS APPLICATION.

Eligibility. You are only able to use a Card on an eligible mobile device. An “eligible mobile device” is a mobile device in which the provider of this Application makes it available for use and that has not been modified contrary to the device manufacturer’s guidelines, including but not limited to disabling hardware or software controls. If we have indicated that the Card you wish to add to this Application can be added, then for you to use the Card within the Application the Card or the underlying account must also be in good standing and you must not otherwise be restricted from using the Application based on any limitations imposed by the provider of the Application, your wireless service provider, and/or any third party associated with the Application.

Use of Your Card. This Application enables you to use your Card and an eligible mobile device to make purchases of goods and services. When you enroll your Card within the Application, your Card information is converted to a device-only account number and stored on your eligible mobile device. The device-only account number may be used to pay for goods and services at participating merchants that accept this Application. By selecting your Card within the Application and following the instructions provided by provider of the Application, you are authorizing payment from your Card for the purchase of goods or services.

All purchases made using your Card within this Application, including the delivery of such goods and services, returns, and warranties, are solely between you and the applicable merchant. You acknowledge that we do not endorse or warrant any merchants that are accessible using this Application and we are not responsible for or liable for any loss or damage as a result of any interaction between you and a merchant.

Lost or Stolen. If your eligible mobile device is lost or stolen, your Application authentication (e.g., fingerprint or similar authentication method, or PIN) is compromised, or if your Card has been used without your permission, you must notify us immediately. If you fail to notify us immediately, you may be liable for part or all of the losses in connection with any unauthorized use of your Card.

Offers. Third parties, such as merchants, may present you certain discounts, rebates or other benefits within the Application. You acknowledge and agree that we do not endorse or warrant any of these offers and we are not responsible for or liable for any loss or damage as a result of your acceptance or use of an offer.

Fees. We do not currently impose a fee for using your Card within this Application. However, the provider of this Application and/or your wireless service provider may impose certain charges or other fees for use of the Application.

Consent. You consent to receive electronic communications and disclosures from us and our service providers in connection with your Card and its use within this Application.

If additional verification is required to add your Card to this Application, we or one of our service providers may need to ask for additional verification using text message or email. Only one message per user will be sent. For help with additional verification or to stop additional verification, please see the below instructions:

HELP instructions: Text HELP to 91098.

STOP instructions: Text STOP to 91098 to cancel.

You agree that by providing telephone number(s), email addresses and other contact information to us now or at any later time, you authorize us and our service providers to contact you using such information regarding any of your accounts with us. You also consent to us and our service providers using any means to call you at any telephone number(s) provided, including by (i) placing calls using an automated dialing system to a cell, VoIP or other wireless phone number and (ii) sending prerecorded messages or text messages to those numbers, even if you may be charged for the calls or text messages. You also consent to us monitoring or recording any phone call with you; contacting you by email or any other form of electronic communication and/or by fax in accordance with applicable law; and using third parties to contact you by phone, email, other electronic communication or by fax to the same extent as though we were making those contacts itself. If at any time you revoke this consent, we may suspend or cancel your ability to use your Card within this Application.

You acknowledge and agree that we may contact your wireless service provider and authorize your wireless service provider to disclose certain information about your wireless account, including but not limited to, your eligible mobile device phone number, IP address, name, address, and device data, in order to allow us to verify your identity and validate the information you provide to us. You also consent to us using certain technologies to collect information related to the status and condition of your mobile device to support the security of the transaction and for research purposes.

Data. You agree that we may collect, transmit, store, and use certain information about you and your use of your Card within this Application. We will use, share and protect your personal information in accordance with the privacy policy applicable to your Card or the underlying account. You acknowledge that other third parties, such as the provider of this Application, Visa, and Mastercard, will have access to certain details of Card transactions made using this Application and any personal information that you may provide such third party directly. You acknowledge that we do not have control over the privacy and security of your information that may be provided to or held by the provider of this Application or other third parties that support this Application and that any information you disclose to the provider or any third party is subject to their respective privacy policy and not the privacy policy applicable to your Card or the underlying account.

Third Party Agreements and Support. The Application provider, your wireless service provider, and other third parties may have their own terms and conditions and other policies, such as privacy policies, and you are subject to those agreements when you agree to utilize their products and/or services. We are not responsible for and does not provide support or assistance with any products or services offered by the provider of this Application, your wireless service provider, or any other third party.

Suspension; Cancellation. We reserves the right to discontinuing participating in this Application. We may suspend or cancel your use of your Card in this Application at any time without notice and for any or no reason. You agree that we will not be liable to you or any third party for any blocking, suspension, cancellation, or termination of your use of your Card in this Application. You also acknowledge that use of a non-eligible mobile device to use your Card within this Application is expressly prohibited, constitutes a breach of these Terms of Use, and is grounds for us to suspend, cancel, and deny further access of all Cards within the Application.

Disclaimer of Warranties. You expressly acknowledge and agree that use of your Card in this Application is at your sole risk and that the entire risk as to satisfactory quality, performance, accuracy and effort is with you. No oral or written information or advice provided by us, our authorized representatives or any third party shall create any express, implied or statutory warranty with respect to your use of your Card within this Application. We will not be liable to you for any circumstances beyond our control that interrupt, prevent or otherwise affect your use of your Card within this Application, such as unavailability of this Application or your wireless service, communications, network delays, limitations on wireless coverage, system outages, or interruption of a wireless connection. We make no guarantees about the information shown in this Application. We are also not responsible for your mobile device or the software or hardware it contains and makes no representations, warranties, or guarantees concerning such matters.

Limitation of Liabilities. Except as otherwise provided by law, in no event will we, our direct or indirect subsidiaries, affiliates, shareholders, directors, officers, 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 this Agreement or in any way related to your use or inability to use your Card within this Application 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.

Indemnification. You agree to indemnify, defend, and hold us, our direct or indirect subsidiaries, affiliates, shareholders, directors, officers, agents, employees, and representatives harmless from and against any and all claims, damages, losses, liabilities and expenses (including all fees of counsel and all expenses of litigation or preparation thereof) which may be incurred or asserted against any of the above by any third party in connection with or arising out of (i) your use of a Card within this Application or (ii) any breach of these Terms of Use by you, any joint accountholders, or authorized users you permit to use your Card or related information within this Application. You must use your best efforts to cooperate with us and may also participate at your own expense in the defense of any such claim.

Governing Law. The provisions of this Agreement will be governed by federal law and, to the extent that state law applies, the laws of the state that apply to your Card or underlying account agreement. If a court decides not to enforce a part of this Agreement, this Agreement will then read as if the unenforceable or invalid part were not there. All provisions in this Agreement are subject to any restrictions under applicable law.

Change in Terms. We may change the terms of this Agreement from time to time and for any reason, except as prohibited by applicable law. If required by applicable law, we will notify you of changes.

Notices. Notices from you to us will be effective upon our receipt and reasonable time to process. We may notify you concerning these Terms of Use and use of your Card in this Application by posting the notice on the [indi mobile application](#) or the [indi website](#), through electronic notice given to you at any e-mail address or by contacting you using any telephone number you have provided to us, or by contacting you at the address we have on file for you.