

VARO BANK, N.A.  
MOBILE PAYMENT SERVICES TERMS OF USE  
EFFECTIVE JANUARY 12, 2023  
PLEASE READ THIS DOCUMENT CAREFULLY

## MOBILE PAYMENT SERVICES TERMS OF USE

These terms of use for mobile payment services (the “Terms”) apply when you choose to add a Varo debit or Varo Believe card (“Varo Card”) to a mobile payment wallet (“Wallet”). In these Terms, “you” and “your” refer to the holder of the Varo Card, and “we”, “our”, “Varo Bank” and “Varo” refer to Varo Bank, N.A..

When you add a Varo Card to a Wallet, you agree to these Terms:

1. Adding a Varo Card. A Varo Card may be added to any eligible Wallet by following the instructions of the Wallet provider (e.g., ApplePay, GooglePay, Samsung Pay, etc.). A Varo Card may be added to multiple Wallets and through multiple eligible devices. The Terms apply to each Varo Card in each Wallet and to your use of each Varo Card in each Wallet. You understand that your use of a Varo Card through a Wallet is subject to the agreements or terms of use required by the Wallet provider, third party wireless companies, and/or data service providers and others (each, a “Service Provider”). You may not add a Varo Card to a Wallet or use a Varo Card in a Wallet if the Varo Card has not been activated or has been canceled, suspended or closed for any reason.
2. The terms and agreements that govern your Varo Card do not change. The applicable card agreements (which can be found here <https://www.varomoney.com/privacy-legal/>) are incorporated by reference in these Terms and do not change when you add the Varo Card to a Wallet. A Wallet provides another way for you to make purchases with the Varo Card. Varo does not charge any additional fees for adding the Varo Card to a Wallet or using the Varo Card in a Wallet. The Wallet provider and Service Providers may charge fees. In addition, the Varo Bank General Terms Agreement and Disclosures are hereby incorporated by reference into these Terms.
3. Varo is not responsible for the Wallet. Varo is not the provider of each Wallet you use, and is not responsible for providing Wallet services to you. Varo is responsible for supplying information securely to the Wallet provider to allow use of the Varo Card in the Wallet. Varo is not responsible for any failure of a Wallet or the inability to use a Wallet for any transaction. Varo is not responsible for the performance or non-performance of the Wallet provider or any other Service Provider regarding any agreement you enter into with the Wallet provider or associated third party that may impact use of a Wallet. Questions about how to use a Wallet should be addressed to the Wallet provider.

4. **Wallet functions.** By adding the Varo Card to a Wallet, the Varo Card may be used to make purchases where the Wallet is accepted but restrictions may apply to use of the Varo Card and/or the Wallet. Varo Card use restrictions include, but are not limited to: restricted geographic or merchant locations where there is a higher risk of fraud or illegal activity; restrictions to comply with laws or prevent Varo liability; and other restrictions to prevent fraud and other losses. Information about the Varo Card and certain recent transactions may also be made available through a Wallet. The Wallet may not be accepted everywhere the Varo Card is accepted.

5. **Billing errors.** You are responsible for identifying and reporting errors in accordance with the applicable Varo Card terms and agreements which can be found here <https://www.varomoney.com/privacy-legal/>. Any reported error will be resolved in accordance with the Varo Card terms and agreements.

6. **Ending or suspending use of a Varo Card.** Your ability to use a Varo Card in a Wallet can be ended or suspended at any time and Varo has the right to block transactions made with a Varo Card through a Wallet at any time. You may remove your Varo Card from a Wallet by following the instructions provided by the Wallet provider.

7. **Privacy and security.** The privacy and security of your personal information are important to Varo. Our Online and Mobile Privacy Policy, and where appropriate, our U.S. Consumer Privacy Notice (available at <https://www.varomoney.com/privacy-legal/>), as amended from time to time, applies to your use of your Varo Card in a Wallet. You agree that by adding a Varo Card to a Wallet, information about you will be exchanged with the Wallet provider, Service Providers, merchants, a payment network and others in order to facilitate any Wallet services you request, to make information about Varo Card transactions available to you, and/or to improve your ability to obtain Wallet services. We do not control the privacy and security of information held by a Wallet provider, as that is governed by the Wallet provider's privacy policy.

8. **Disclaimer of warranties.** YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF A VARO CARD YOU ADD TO A WALLET IS AT YOUR SOLE RISK. THE VARO CARD MADE AVAILABLE TO YOU THROUGH A WALLET 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 VARO IS NOT AND SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE OR INJURY OR FOR ANY DIRECT, INDIRECT, SPECIAL, INCIDENTAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, ARISING FROM OR RELATED TO YOU ADDING A VARO CARD TO A WALLET, OR YOUR ACCESS OR USE OF A VARO CARD THROUGH A WALLET. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, VARO HEREBY DISCLAIMS ALL WARRANTIES AND CONDITIONS WITH RESPECT TO ANY VARO CARD YOU ADD TO A WALLET, 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.

9. Changing or ending the Terms. Subject to applicable law, the Terms may be changed or terminated at any time. You agree to any such changes by continued use of the Varo Card in a Wallet and/or by keeping the Varo Card in a Wallet. The date of the most recent change to the Terms appears at the beginning of the Terms, immediately below the caption.

10. Questions. If you have questions, disputes, or complaints about a Wallet, contact the Wallet provider using the information provided by the Wallet provider. If you have questions, disputes, or complaints about a Varo Card, refer to the contact information contained in the Card terms and agreements and printed on the back of the physical Varo Card.

Varo Bank

[www.varomoney.com](http://www.varomoney.com)

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