

Google Payments Terms of Service – Buyer (US)

September 10, 2015

These Terms of Service are a legal agreement, between you and Google Payment Corp. ("GPC" or "we"), a wholly owned subsidiary of Google Inc., that govern your access to and use of the Services (as defined below). Please review these Terms of Service before you decide whether to accept them and continue with the registration process. These Terms of Service are divided into the following parts:

[A. Definitions](#)

[B. Google Payments Terms](#)

[C. Android Pay & Buy with Google Terms](#)

[D. Google Play Gift Card Terms](#)

[E. Google Wallet Terms & Fees](#)

[F. General Terms](#)

By agreeing to these Terms of Service, you represent the following:

- You are between 13 and 17 years of age and creating a Google Payments Account for the sole and limited purpose of redeeming Google Play Gift Card value for select items that are eligible for purchase by you on Google Play, subject to applicable laws and Google's discretion;

or

- You are 18 years of age or older; and
- Capable of entering into a legally binding agreement.

If you are a business entity, you also represent that you are:

- Duly authorized to do business in the country or countries where you operate; and
- Your employees, officers, representatives, and other agents accessing the Services are duly authorized to access the Services and to legally bind you to these Terms of Service and all transactions conducted under your username and password.

By agreeing to these Terms of Service, you authorize GPC to charge your Payment Instrument and/or debit your Google Wallet Balance, as applicable, when you incur transactions or fees using any of the services offered hereunder.

A. Definitions

1. Definitions Appearing in These Terms of Service

"Android Pay" The Service that enables you (i) to make purchases at locations where contactless payments using your mobile device, along with a credit/debit card or an Android Pay Virtual Card, are accepted, and (ii) to make purchases on merchant mobile applications accepting Android Pay.

"Android Pay Virtual Card" The MasterCard-branded prepaid debit virtual payment card product issued by Bancorp and transmitted wirelessly via near field communication ("NFC") from a mobile device as part of certain Android Pay transactions.

"Android Pay Virtual Card Terms of Use" The terms and conditions between you and Bancorp that are applicable to use of the Android Pay Virtual Card.

"Applicable Law" Any and all federal, state and local laws, rules and regulations applicable to the Services.

"Bancorp" The Bancorp Bank.

"Buy with Google" The Service that enables you to make purchases using a Google Wallet Online Card on participating online merchant websites and mobile applications displaying a "Buy with Google" or "Google Wallet" button.

"Buyer" A Customer using a Service to purchase goods and/or services from a Seller.

"Cards Saved to Android Pay" Non-payment-card items stored in your Google Payments Account consisting of Offers, Loyalty Programs, gift cards redeemable at a specific merchant store or group of stores (i.e., closed loop gift cards), and more which are added by you or which are pushed by a merchant or third party into your Google Account and displayed on your supported mobile device.

"Carrier" A mobile telephone operator approved by GPC that offers a Carrier Billing Account.

"Carrier Billing Account" The monthly or other periodic billing account provided to you by your Carrier that you register to fund certain Payment Transactions.

"Carrier Billing Service" The payment process whereby GPC, on behalf of Seller, submits a Payment Transaction to the Carrier for billing to a Buyer's Carrier Billing Account.

"Customer" A person who registers for the Service(s).

"Funding Account" A credit card, debit card or ACH-enabled checking or savings account that is registered or used by you to fund P2P Payments or payments made by you to your Google Wallet Balance.

"Google" Google Inc.

"Google Account" The account you create with Google Inc. for the use of Google Services, as defined in the Google Terms of Service.

"Google Payments Account" The account assigned to you by GPC when you accept these Terms of Service. The account may be accessed at <https://payments.google.com>.

"Google Wallet Balance" Funds you maintain in your Google Payments Account as part of the Google Wallet Service. The Google Wallet Balance is held in a deposit account at a Partner Bank.

"Google Wallet Card" The MasterCard branded debit card issued by Bancorp which is linked to your Google Payments Account and can be used to access your Google Wallet Balance.

"Google Wallet Card Terms of Use" The terms and conditions between you and Bancorp that apply to use of the Google Wallet Card.

"Google Wallet Online Cards" The Google Wallet Virtual OneTime Card and the Google Wallet Virtual Discover Card.

"Google Wallet Online Card Terms of Use" The Google Wallet Virtual OneTime Card Terms of Use and the Google Wallet Virtual Discover Card Terms of Use.

"Google Wallet Virtual Discover Card" The Discover-branded prepaid debit virtual payment card product issued by Bancorp for use at certain online merchants.

"Google Wallet Virtual Discover Card Terms of Use" The terms and conditions between you and Bancorp which are applicable to use of the Google Wallet Virtual Discover Card.

"Google Wallet Virtual OneTime Card" The MasterCard-branded prepaid debit virtual payment card product issued by Bancorp for one time use at certain online merchants.

"Google Wallet Virtual OneTime Card Terms of Use" The terms and conditions between you and Bancorp which are applicable to use of the Google Wallet Virtual OneTime Card.

"Google Web Sites" The web site pages or mobile application interfaces of Google, a Google affiliate or a Google-affiliated or partner company.

"GPC" Google Payment Corp.

"Loyalty Program(s)" A membership, affinity, or rewards program that you have already registered for or may newly register for via Android Pay and which, when stored as a Card Saved to Android Pay, may enable you to receive direct communications from the participating merchant and, in certain instances, allows you to accrue and/or redeem rewards program points and other incentives from that merchant.

"Offer(s)" Vouchers, coupons, discounts or other Cards Saved to Android Pay content that can be redeemed at a participating merchant.

"Online Card Processing Service" The service by which GPC holds a Buyer's registered Payment Instrument information in Buyer's Google Payments Account and, at the time of Buyer's purchase from a Seller using such Payment Instrument, GPC provides such information to Seller (or Seller's card processor, including potentially GPC itself) for processing through the applicable card network, which Seller, in turn, provides to the issuer of Buyer's Payment Instrument for approval and financial settlement through the card network to the Seller.

"P2P Service" The Google Wallet Service facilitating peer to peer payment transactions.

"P2P Payment" or **"Peer to Peer Payment"** Payment initiated to another Customer using the P2P Service that debits (or charges) a Funding Account or Google Wallet Balance of the Sender and makes the funds available to be claimed via the Recipient's Google Payments Account. P2P Payments may not be used for business transactions, other than business transactions between individuals. The P2P Service also may not be used for charitable transactions.

"Partner Bank" One or more U.S. banks and other U.S. financial institutions at which GPC establishes an account holding Google Wallet Balances.

"Payment Instrument" A credit card, debit card, ACH-enabled checking or savings account, merchant gift card or other prepaid payment method, Carrier Billing Account, Google Wallet Balance, and/or other financial account that is registered in a Customer's Google Payments Account or, in the case of the Android Pay and Buy with Google Services, a credit or debit card registered by a Customer in the Service. Not all Payment Instruments are eligible for use with all Services.

"Payment Transaction" The processing of a payment that results in the debiting, charging, or other related transaction, of the Purchase Amount to a Buyer's Payment Instrument.

"Processing Service" The Online Card Processing Service and the Carrier Billing Service.

"Product" Any merchandise, good or service that a Buyer may purchase using a Service.

"Purchase Amount" The dollar amount of a Payment Transaction to pay for a Product, and any related fees, taxes or shipping charges, as applicable.

"Recipient" Customer who receives a payment from the Sender as the result of a P2P Payment. P2P Payments may not

include business transactions, other than business transactions between individuals. The P2P Service also may not be used for charitable transactions.

"Save To Android Pay Service(s)" Services that relate to the scanning, storage, display, status, and/or redemption of non-payment-card items stored in your Google Payments Account as Cards Saved to Android Pay, which may include loyalty points, order tracking, display of gift card balance, delivery updates, and more.

"Seller" Customer who uses the Processing Service to process Payment Transactions from Buyers.

"Sender" Customer who uses the P2P Service to initiate a P2P Payment to send a payment to a Recipient. P2P Payments may not include business transactions, other than business transactions between individuals. The P2P Service also may not be used for charitable transactions.

"Service(s)" The Google Payments products and services described in these Terms of Service that are or facilitate (i) the Processing Service, (ii) Android Pay, (iii) Buy with Google, (iv) Google Wallet Balance and (v) P2P Payments.

"We", "us" Google Payment Corp.

"You", "you" A person or business that applies to, or registers to use, or uses, the Services.

B. Google Payments Terms

2. Registration for Google Payments

2.1 Setting Up a Google Payments Account

When you accept these Terms of Service (for example, when first registering a Payment Instrument in your Google Payments Account, setting up Android Pay, or setting up Google Wallet), you are creating a Google Payments Account that is associated with your Google Account, and which may be accessed at <https://payments.google.com>. Depending on the Services of Google Payments Services you use, you may be asked to provide information such as your name, contact information, Payment Instrument information (including your bank name, routing number and account number for the account, if applicable), date of birth, and/or your social security number. We may verify your registration information with a third party verification vendor. In some cases, we may ask you to send us additional information, such as a copy of your driver's license or passport, or to answer additional questions to help us verify your identity. Finally, if you register a Carrier Billing Account, we will ask you to provide your mobile telephone number and the name and billing address associated with that number.

The information you provide will be used by us to determine if you are eligible to begin and/or continue to use the Services. Provision and use of such data is subject to the Google Payments Privacy Notice, as described more fully in Section 8 below.

2.2 USA PATRIOT ACT NOTICE

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each individual or business that opens an account or requests credit.

2.3 Accuracy of Registration Information

You are responsible for providing accurate registration information and for keeping your registration information up to date, or notifying us in the event of changes. Changes to your primary residence address may require you to accept new Google Payments terms of service for the country to which you have moved. In addition, as certain services are currently offered only in select countries, changes to your primary residence address may result in your becoming ineligible for certain services.

2.4 Relation to your Google Account

In order to use the Services, you must have a Google Account which is in good standing with Google, in accordance with the Google Terms of Service. If you or Google closes your Google Account for any reason, your Google Payments Account will also be closed and you will no longer be able to access the Services.

3. The Processing Service

3.1 Getting Started with the Processing Service

In order to use the Processing Service, you must complete all information elements required on pages where you register a Payment Instrument in your Google Payments Account. You must register a valid Payment Instrument to make Payment Transactions.

You authorize GPC to confirm that your Payment Instrument is in good standing with the issuing financial institution and/or Carrier (as applicable), including, but not limited to, by submitting a request for a payment authorization and/or a low dollar credit and/or debit to the Payment Instrument, in accordance with the relevant card association or Carrier rules as applicable. GPC, in its sole and absolute discretion, may refuse to approve or may terminate existing registrations for the Processing Service with or without cause or notice, other than any notice required by any Applicable Law, and not waived herein.

3.2 Online Card Processing Service

The Online Card Processing Service facilitates a credit or debit card purchase by a Buyer from a Seller that is registered with GPC to receive certain merchant payment processing services. The Online Card Processing Service stores information from Buyers, such as their Payment Instruments and shipping information. GPC processes Payment Transactions on behalf of Sellers, as the agent of the Seller, through the appropriate credit card or debit card network or through a participating Carrier, as applicable. When Buyer chooses to pay for Products with the Processing Service, Buyer authorizes the Seller to submit charges (and, in the case of refunds, credits) to Buyer's registered Payment Instrument. GPC will assist as agent of the Seller in accessing the card networks and processing the Payment Transaction. Once Buyer's registered Payment Instrument is authorized, Buyer's payment obligation to Seller shall be deemed completed and discharged (except for Buyer's obligations in the event of a chargeback or other reversal). Purchases made through the Online Card Processing Service are also subject to the terms and conditions governing Buyer's Payment Instrument between Buyer and the issuer of the Payment Instrument. Buyer is responsible for any charges and related fees that may be imposed under the Payment Instrument terms and conditions as a result of Buyer's use of a Payment Instrument.

You acknowledge and agree that your purchases of Products are transactions between you and the Seller, and not with GPC, Google or any of their affiliates. Neither GPC nor Google are a party to your Payment Transaction for the purchase of Products, and GPC, Google, or other GPC affiliates are not a Buyer or a Seller in connection with any Payment Transaction, unless expressly designated as such in the listing of the Product on a Google Web Site.

3.3 Carrier Billing Service

Certain Sellers that use the Processing Service may permit you to have your purchase billed to your Carrier Billing Account. These additional terms apply when you use Carrier Billing through the Processing Service:

- Registering your Carrier Billing Account as a payment option requires your mobile telephone number, name and billing address of the Carrier Billing Account associated with that number. You consent to your Carrier providing this information to GPC, and you will review the information during sign-up for Carrier Billing, and correct any inaccuracies. This information will be used by GPC for the purpose of establishing your Carrier Billing Account as a Payment Instrument in your Google Payments Account, and for operating the Processing Service. You also agree that GPC and your Carrier may share information with each other regarding your Carrier Billing activity in order to charge or credit your Carrier Billing Account and otherwise complete payments for purchases, reversals, refunds or adjustments of Payment Transactions, resolve disputes, provide customer support, and for other

Carrier Billing-related purposes.

- When you choose to pay for a transaction with Carrier Billing, you authorize the Seller and GPC, as agent of and processor for the Seller, to submit charges and credits to your Carrier, and your Carrier to make such charges and credits to your Carrier Billing Account, as necessary to complete the Payment Transaction, or to complete the reversal, refund, or adjustment of that Payment Transaction.
- You can use Carrier Billing to purchase applications (e.g., downloadable or networked applications, wallpapers, ring-tones, games, and productivity tools) ("**Apps**") for and with your compatible device from certain merchants on Google Play. These Apps are not sold by your Carrier, Google, GPC, or Google Play. You can identify the Seller of the App at the point of purchase.
- Purchases made through Carrier Billing are also subject to the terms and conditions of your Carrier Billing Account. You are responsible for any charges and related fees that may be imposed under your Carrier Billing Account terms and conditions as a result of your use of Carrier Billing.
- You may contact your Carrier's customer service if you have a question about the charges or fees billed to your Carrier Billing Account. You should direct support questions regarding products, such as Google Play Apps, purchased through Carrier Billing to the Seller from whom you purchased the App.
- None of Carrier, Google, GPC, or Google Play is responsible for any product (including an App) purchased with Carrier Billing, including download, installation, use, transmission failure, interruption, or delay, refunds, third party advertisements you may encounter while using the product or App, alterations any App may make to the functionality of your device, including any changes that may affect your Carrier's plan, service, or billing, or any content or website you may be able to access through the App

3.4 Passing Payment Instrument Details to Third Parties

Where requested by You, GPC may pass details of your Payment Instrument and related information to a third party for that third party to charge the Payment Instrument for goods or services it will supply to You. In such cases, after passing the Payment Instrument details to that third party, GPC will have no further involvement in Your transaction with that third party (and You acknowledge and agree that your purchases made are transactions between you and the third party and not with GPC, Google or any of GPC's affiliates). This is not a Payment Transaction. You should contact the third party or Your Payment Instrument provider (e.g., credit or debit card provider) directly regarding any issues with such third-party transactions, including refunds and disputes.

3.5 Subscriptions/Recurring Transactions Purchases

In the event that the Processing Service offers you the ability to pay for subscriptions, your subscription will start when you click "Accept & buy" on a subscription purchase. This is a recurring billing transaction. Unless otherwise stated, your subscription and the relevant billing authorization will continue indefinitely until cancelled by you.

By clicking "Accept & buy," you authorize the applicable Seller to bill your chosen Payment Instrument during the subscription at the Purchase Amount. The Purchase Amount will continue to be charged to your Payment Instrument, until you cancel your subscription, unless as otherwise stated in the terms and conditions. The billing rate is subject to change by the Seller during the subscription period.

Your Payment Instrument will be billed each period based on the date of the subscription purchase.

You may cancel a subscription at any time, but the cancellation will not become effective until the end of the current billing period. You will not receive a refund for the current billing period. You will continue to be able to access the relevant subscription for the remainder of the current billing period.

We reserve the right to issue refunds or credits at our sole discretion. If we issue a refund or credit, we are under no obligation to issue the same or similar refund in the future.

3.6 Permissible Payment Transactions

You may only use the Processing Service to process a Payment Transaction for a Product that is purchased from a Seller through a legitimate, bona fide sale of the Product. The Processing Service may not be used to process a Payment

Transaction, or otherwise transfer money between a Buyer and Seller, that is unrelated to a purchase of a Product. The Processing Service may not be used to receive cash advances from Sellers or to facilitate the purchase of cash equivalents (travelers checks, prepaid cards, money orders, etc.). You may not use the Processing Service to purchase any illegal goods or services or for any other underlying illegal transaction.

You agree that you will not use the Processing Service to purchase any Products that violate these Terms of Service, other policies or rules applicable to the Processing Service, or Applicable Law. The current policy that establishes the Products and other transactions that may not be paid for with the Processing Service is provided [here](#). Failure to comply with these limitations may result in suspension or termination of your use of the Processing Service.

Additional terms may apply for the use of the Android Pay, Virtual Card, the Android Pay Online Cards, and the Google Wallet Card, as described below.

3.7 Service Fees

GPC does not charge a fee to use the Processing Service as a Buyer. The financial institution that issues, or the Carrier that provides, your Payment Instrument may charge a fee in connection with the debiting or charging of the Payment Instrument resulting from the Payment Transaction. You should consult the terms and conditions governing your Payment Instrument for more information about any such fees.

3.8 Disputes

GPC will provide various tools to assist Customers in communicating with each other to resolve a dispute that may arise between Buyers and Sellers with respect to their transaction.

For transactions other than those involving the Android Pay, Virtual Card, the Google Wallet Card, or your Wallet Balance (including with the Google Wallet Card and P2P Payments), if Customers are unable to resolve a dispute, GPC can mediate disputes between buyers and sellers if either party requests assistance. If this occurs, GPC will review the dispute and propose a non-binding solution, if appropriate. For more detailed information, please see our [Frequently Asked Questions](#). For disputes applicable to the Google Wallet Online Cards and the Android Pay Virtual Card, please see Section 4. For the Google Wallet Balance Customer Service and Error Resolution Policy applicable to the Google Wallet Card, Google Wallet Balance, and certain P2P Payments, please see Section 6.

GPC may offer a feedback or other ranking system on the Processing Service to assist you in evaluating other Customers of the Service. You acknowledge that any such feedback or ranking system represents solely the opinion of other Customers of the Processing Service, and is not an opinion, representation, or warranty by GPC with respect to other Customers of the Processing Service.

You agree to release GPC, Google, and other GPC affiliates, and their agents, contractors, officers and employees, from all claims, demands and damages (actual and consequential) arising out of or in any way connected with a dispute. You agree that you will not involve GPC in any litigation or other dispute arising out of or related to any transaction, agreement, or arrangement with any Seller, other Buyer, advertiser or other third party in connection with the Service. If you attempt to do so, (i) you shall pay all costs and attorneys' fees of GPC, Google, and other GPC affiliates and shall provide indemnification as set forth below, and (ii) the jurisdiction for any such litigation or dispute shall be limited as set forth below. However, nothing in these Terms of Service shall constitute a waiver of any rights, claims or defenses that you may have with respect to a Payment Transaction under the Buyer's card issuer agreement or Carrier Billing Account terms and conditions, the card association rules or applicable state and federal laws, such as the federal Truth in Lending Act or the Electronic Fund Transfer Act.

If you are a California resident, you hereby expressly waive California Civil Code §1542, which states: "A general release does not extend to claims which the creditor does not know or suspect to exist in his favor at the time of executing the release, which if not known by him must have materially affected his settlement with the debtor."

3.9 Refunds

Except as set forth in these Terms of Service, all Payment Transactions processed through the Processing Service are non-refundable to Buyer by GPC and are non-reversible by Buyer through the Processing Service. You may have additional refund or charge-back rights under your Payment Instrument issuer agreement or applicable state and federal laws. You should review your periodic statement received from the issuer of your Payment Instrument which will reflect all purchase transactions through the Processing Service. The refund procedure described in this Section 3.9 does not apply to transactions involving the Android Pay Virtual Card, the Google Wallet Online Cards, or your Google Wallet Balance (including with the Google Wallet Card and P2P Payments). For refund policies applicable to these products, please see Sections 4 and 6.

C. Android Pay & Buy with Google Terms

For certain Android Pay services, please also see the Android Pay Virtual Card Terms of Use between you and Bancorp. For Buy with Google, please also see the Google Wallet Online Card Terms of Use between you and Bancorp.

4. Android Pay & Buy with Google

Sections 4.1 - 4.3 and 4.5 - 4.7 govern your use of Android Pay. Sections 4.4 and 4.5 govern your use of Buy with Google.

4.1 General Description of Android Pay

Android Pay allows you to make Payment Transactions in two ways using a credit or debit card registered with Android Pay: (i) at participating merchant locations, using an eligible NFC mobile device and either the Android Pay application that resides on your mobile device or the Android Pay functionality in your Android device's settings, or (ii) online in certain merchant apps. Android Pay may store your Payment Instruments in your Google Payments Account, on GPC's servers, for purchases on Google Play and elsewhere. Android Pay may also enable you to access Offers, Loyalty Programs, rewards, gift cards and other items stored as Cards Saved to Android Pay. Android Pay and its various features may only be available for use in certain regions, with certain cards or card-issuing banks, or with certain merchants. Such regions, cards, banks, and merchants are subject to change at any time.

The terms governing your use of Android Pay differ depending on whether or not your card's issuing bank participates in Android Pay. If (i) your card's issuer does not currently participate but your card was previously registered for use with Google Wallet's "tap-and-pay" NFC feature or its "Buy with Google" feature for online and in-app purchases, or (ii) if your issuer allows, you may be able to use the card with Android Pay for a limited time using the Android Pay Virtual Card. See Section 4.3 for further details.

4.2 Android Pay Using Cards Supported by Participating Issuers

The terms of this Section 4.2 apply only to the use of Android Pay with credit or debit cards that participating card issuing banks have made eligible to be registered with Android Pay.

(a) Getting Started. You must have a Google Account to use Android Pay. You may set up the Service using either the Android Pay application that resides on your mobile device, or the Android Pay functionality in your Android device's settings. After you have provided the requested information and attempted to add a credit or debit card to Android Pay, Android Pay will check both whether your card's issuer currently supports the Service and whether the card itself is eligible to be used with Android Pay. All of a participating issuer's cards may not be eligible. If your card's issuer does not currently support Android Pay or your card is not eligible to be added to Android Pay, GPC may alert you via email when your card becomes eligible. If your card's issuer supports Android Pay and your card is eligible, when adding it you will see a screen asking you to accept the card issuer's terms and conditions. Once you have done so and successfully added the card, Android Pay will store a "virtual account number" that represents your card's actual card number. This virtual account number will be used for all in-store Payment Transactions using Android Pay. For in-app Payment Transactions involving online merchants, Android Pay will cause either this or another uniquely generated virtual account number to be sent to the merchant, as a representation of your registered card.

(b) Use of Android Pay. Your use of Android Pay with a given Payment Instrument is governed by these Terms of Service as well as your card issuer's applicable cardholder agreement and privacy policy. Nothing in these Terms of Service modifies such issuer terms or privacy policy. You acknowledge that the Android Pay app may display your recent transaction history for each card used with Android Pay. You agree not to use Android Pay for unlawful or fraudulent purposes, or otherwise in violation of applicable law and regulation. You agree not to directly or indirectly interfere with, disrupt, or otherwise misuse the Android Pay Service, including any of its related servers, networks, or other infrastructure. You agree that Android Pay is for your personal use, with your own credit or debit cards. If you use Android Pay with an eligible corporate card, you agree that you are doing so with your employer's authorization and with the ability to bind your employer to these Terms of Service.

(c) GPC's Role. While Android Pay enables you to store your Payment Instruments as virtual account numbers and transmit those numbers to merchants, neither GPC nor Google processes Android Pay Payment Transactions, and neither exercises control over or is otherwise responsible for the availability or accuracy of payment cards, payments, refunds, chargebacks, the provisioning (or addition) of cards to Android Pay, or other commercial activity relating to your use of Android Pay. You acknowledge and agree that your purchases through Android Pay are transactions between you and the merchant and not with GPC, Google or any of their affiliates. For disputes relating to Payment Transactions conducted using Android Pay, contact your card's issuer or the appropriate merchant. Neither GPC nor Google is a party to your registered Payment Instruments' cardholder agreements, and neither is involved in issuing credit or determining eligibility for credit. GPC does not make any representation or verify that any of your Payment Instruments are in good standing or that the issuer of your Payment Instrument will authorize or approve any purchase of Products from a merchant when you use Android Pay in connection with that purchase.

4.3 Android Pay Using Other Cards and the Android Pay Virtual Card

The terms of this Section 4.3 apply only to the use of Android Pay with Payment Instruments that are not eligible to be registered with Android Pay under Section 4.2. Also see Section 4.5 for additional terms.

(a) Getting Started. You may set up Android Pay by entering the requested information into either the Android Pay application that resides on your mobile device, or the Android Pay functionality in your Android device's settings. If you attempt to register a credit or debit card that is not currently supported by an issuer participating in Android Pay, you may still be able to use it with Android Pay if that issuer allows or if, as of September 10, 2015, that card was already registered for use with Google Wallet's "tap-and-pay" NFC feature (using the former Google Wallet Virtual Card) or its "Buy with Google" feature for online and in-app purchases (using the Google Wallet Online Cards). If that is the case, when adding the card to Android Pay, you will see a message informing you that GPC has worked with Bancorp to assign your card a virtual account number, along with a screen asking you to accept the Bancorp Android Pay Virtual Card Terms of Use. Once you have done so and successfully added the card to Android Pay, Android Pay will store a "virtual account number" that represents your card's actual card number. Android Pay will use this virtual account number for all in-store Payment Transactions using Android Pay using that card. For in-app Payment Transactions involving online merchants, Android Pay will cause another uniquely generated virtual account number to be sent to the merchant, as a representation of your registered card. You will not see your actual Payment Instrument's card art in the Android Pay app or settings. You can determine if you are using the Android Pay Virtual Card by opening the Android Pay app and touching your selected card to see card details. If the card details show a "Change Google Payments PIN" option, you are using the Android Pay Virtual Card. You acknowledge that the Android Pay app's card details view may display your recent transaction history for cards you use with Android Pay.

(b) Issuance of the Android Pay Virtual Card. To enable your use of Android Pay Service via your NFC mobile device, GPC has arranged for Bancorp to provide you with access to a MasterCard®-branded virtual prepaid debit payment card product, the Android Pay Virtual Card, which is stored on your mobile device. By using Android Pay and the Android Pay Virtual Card, you also agree to the Android Pay Virtual Card Terms of Use, which may be updated from time to time. For avoidance of doubt, the Android Pay Virtual Card Terms of Use are between you and Bancorp, not Google or GPC. In addition, the terms and conditions and privacy policies applicable to your chosen Payment Instrument also apply to all transactions involving the Android Pay Virtual Card. Please refer to the terms and privacy policies applicable to your chosen Payment Instrument. By requesting Android Pay on your NFC enabled mobile device, you are requesting the issuance of the Android Pay Virtual Card in order to facilitate your use of the Service.

(c) Using the Android Pay Virtual Card. When you place your mobile device near the merchant's NFC reader, your Android Pay Virtual Card information will be transferred from your NFC mobile device to the merchant for use in processing the Payment Transaction. The Android Pay Virtual Card is a prepaid debit card that can be used to make purchases when you use Android Pay at a merchant location that accepts contactless payments, even if the issuer of your registered debit or credit card does not participate in Android Pay for NFC transactions. The Android Pay Virtual Card is different from your debit or credit card registered in Android Pay. The merchant will not receive your registered debit or credit card information. You will charge your selected Payment Instrument for purchases using the Android Pay Virtual Card. GPC will bill your selected Payment Instrument for the total Purchase Amount of the Payment Transaction.

(d) Payment Transaction Limits. There are maximum dollar limits on purchase payments that you may make using Android Pay Virtual Card. Maximum purchase payments may not exceed the lesser of \$1,000 per day or any daily purchase transaction limit imposed by your selected credit or debit card. GPC may, at its discretion, increase this maximum upon verification of your identity. In addition, Android Pay Virtual Card purchase transactions below this amount may be declined if GPC is unable to complete a funding transaction to your selected Payment Instrument. The Android Pay Virtual Card may not be used for transactions in which you request cash back from the merchant. In addition, you may be subject to limitations on the amount or type of transaction or merchant as per the terms and conditions of your selected credit or debit card. Please refer to the terms and conditions of your selected credit or debit card. You are responsible for any charges and related fees that may be imposed under the terms and conditions applicable to the selected Payment Instrument for any Payment Transaction using an Android Pay Virtual Card. The Android Pay Virtual Card is not a credit card, and GPC and Bancorp are not extending you credit in connection with your use of Android Pay or the Android Pay Virtual Card. GPC will instruct Bancorp to deny a requested Android Pay Virtual Card purchase if GPC has reason to believe that it will not be able to initiate a charge to your selected Payment Instrument or if GPC otherwise believes that GPC will not be able to obtain funds from you to complete the requested purchase payment. We reserve the right to decline any Android Pay Virtual Card-initiated Payment Transaction.

4.4 "Buy with Google" Using Google Wallet Online Cards

The Buy with Google Service permits you to make purchases on participating online merchant websites and mobile applications accepting Buy with Google or Google Wallet. Please be aware that the Buy with Google Service will be offered only for a limited time, and will be phased out as online merchants transition to Android Pay for in-app Payment Transactions. Also see Section 4.5 for additional terms.

(a) Issuance of a Google Wallet Online Card enables your use of the Buy with Google Service online using your mobile phone, a computer, or other device, GPC holds a Buyer's registered Payment Instrument information and facilitates payment to participating online merchants using a Google Wallet Online Card, after which GPC will charge the Buyer's selected Payment Instrument for the purchase. When you use Buy with Google to make a purchase online, Bancorp will (i) issue you a Google Wallet Virtual OneTime Card, a MasterCard-branded virtual prepaid debit card product that can only be used for the specific purchase for which it was issued, or (ii) a Google Wallet Virtual Discover Card, a Discover-branded virtual prepaid debit card product that can only be used at the online merchant for which it was issued. After issuance of the Google Wallet Online Card, GPC facilitates the payment to a merchant through such card, and then charges your selected Payment Instrument. When you choose to pay for a purchase online using Buy with Google, you authorize the merchant and GPC to submit charges (and, in the case of refunds, credits) to your Google Wallet Online Card and the applicable registered Payment Instrument. By using a Google Wallet Online Card, you also agree to the applicable Google Wallet Online Card Terms of Use which may be updated from time to time. For the avoidance of doubt, the Google Wallet Virtual OneTime Card Terms of Use and the Google Wallet Virtual Discover Card Terms of Use are between you and Bancorp, the issuer of the Google Wallet Online Card, and not Google, GPC, or any of their affiliates.

(b) Using a Google Wallet Online Card To Make Merchant Purchases. The Google Wallet Online Card is a prepaid debit card that can be used to make online purchases at a registered merchant's site. The Google Wallet Online Card is different from the debit or credit card registered in a Buyer's Google Payments Account. The merchant will not receive your full registered debit or credit card information. You will charge your selected Payment Instrument for purchases using the Google Wallet Online Card. GPC will bill your selected Payment Instrument for the total Purchase Amount of

the Payment Transaction.

(c) **Payment Transaction Limits.** There are maximum dollar limits on purchase payments that you may make using a Google Wallet Online Card. Maximum purchase payments may not exceed the lesser of \$2,000 or any daily purchase transaction limit imposed by your selected credit or debit card. GPC may, at its discretion, increase this maximum upon verification of your identity. In addition, Google Wallet Online Card purchase transactions below this amount may be declined if GPC is unable to complete a funding transaction to your selected Payment Instrument. The Google Wallet Online Card may not be used for transactions in which you request cash back from the merchant. In addition, you may be subject to limitations on the amount or type of transaction or merchant as per the terms and conditions of your selected credit or debit card. Please refer to the terms and conditions of your selected credit or debit card. You are responsible for any charges and related fees that may be imposed under the terms and conditions applicable to the selected Payment Instrument for any Payment Transaction using a Google Wallet Online Card. The Google Wallet Online Cards are not credit cards, and GPC and Bancorp are not extending you credit in connection with your use of Android Pay or the Google Wallet Online Cards. GPC will instruct Bancorp to deny a requested Google Wallet Online Card purchase if GPC has reason to believe that it will not be able to initiate a charge to your selected Payment Instrument or if GPC otherwise believes that GPC will not be able to obtain funds from you to complete the requested purchase payment. We reserve the right to decline any Google Wallet Online Card-initiated Payment Transaction.

4.5 General Terms Relating to the Use of the Android Pay Virtual Card and Buy with Google's Google Wallet Online Cards

The terms of this Section 4.5 supplement those in Sections 4.3 - 4.4. They do not apply to any use of Android Pay under Section 4.2.

- (a) In order to use the Android Pay Virtual Card or Google Wallet Online Cards, you must be a resident of a U.S. state or the District of Columbia.
- (b) By using the Android Pay Virtual Card or Google Wallet Online Cards to make Payment Transactions as described in Sections 4.3 - 4.4, you authorize GPC to charge your selected Payment Instrument for such Payment Transactions.
- (c) GPC does not make any representation or verify that any of your Payment Instruments are in good standing or that the issuer of your Payment Instrument will authorize or approve any purchase of Products from a merchant when you use Android Pay or Buy with Google in connection with that purchase.
- (d) GPC does not guarantee and makes no representations that the issuer or the associated payment network of any Payment Instruments you use with Android Pay or Buy with Google will honor any usual or promotional rewards or benefits (including any purchase protection or insurance) for your purchases using Android Pay or Buy with Google. The issuer and associated network of your Payment Instruments will determine whether or not any rewards or benefits will apply to purchases made using Android Pay or Buy with Google. GPC and Google are not providing you with any rewards or benefits (including purchase protection and insurance) for your use of Android Pay or Buy with Google.
- (e) You agree to notify GPC immediately of any unauthorized use of Android Pay or Buy with Google, or any other breach of security regarding those Services of which you have knowledge.
- (f) GPC will instruct Bancorp to deny a requested Android Pay or Buy with Google purchase if GPC has reason to believe that it will not be able to initiate a charge to your selected Payment Instrument, or if GPC otherwise believes that GPC will not be able to obtain funds from you to complete the requested purchase payment. We reserve the right to decline any Android Pay or Buy with Google-initiated Payment Transaction. We reserve the right to suspend your use of Android Pay or Buy with Google for any reason.
- (g) You acknowledge and agree that your purchases through Android Pay and Buy with Google are transactions between you and the merchant and not with GPC, Google or any of their affiliates.
- (h) The Android Pay Virtual Card and Google Wallet Online Cards may only be used for U.S. dollar transactions within the U.S. and do not support payments in foreign currencies.

- (i) **Your Authorization for Android Pay and Buy with Google Billing.** By using Android Pay or Buy with Google to make a purchase payment, you authorize the use of the Android Pay Virtual Card or Google Wallet Online Cards, as applicable, to complete a payment to the merchant, and you authorize GPC to charge the applicable credit or debit card that is registered in your Google Payments Account and selected by you as the default Payment Instrument for the Purchase Transaction. The charge by GPC to your registered Payment Instrument is a separate payment transaction from the Android Pay or Buy with Google purchase transaction. This funding transaction will identify GPC or Google within the payment transaction identifier on your Payment Instrument statement.
- (i) **Receipts At Merchant Locations.** You may receive a transaction receipt from a merchant when you use Android Pay or Buy with Google. This merchant receipt will reflect the last four digits of the Android Pay Virtual Card or Google Wallet Online Card, as applicable, and not your credit card or debit card number that will be charged by Android Pay or Buy with Google for the payment. GPC is under no obligation to provide you with a receipt or other written confirmation in connection with the charge made at a merchant location or with an online merchant.
- (k) **Limits on Merchants and Purchases.** We may impose limits on merchants where you can use Android Pay or Buy with Google. Please also refer to the Android Pay Virtual Card Terms of Use or Google Wallet Online Card Terms of Use, as applicable, for further information on additional limitations on permissible payments using Android Pay or Buy with Google.
- (l) **Periodic Statements.** You agree that we will not provide you with a separate periodic statement for your use of the Android Pay Virtual Card or Google Wallet Online Cards. GPC will email to your registered email address a receipt reflecting GPC's charge to your registered credit or debit card in connection with individual Android Pay or Buy with Google transactions. You are responsible for reviewing these receipts and maintaining them for your records.
- (m) **Customer Service.** If you have an inquiry regarding a payment made with Android Pay or Buy with Google, or you believe there has been an error or unauthorized transaction regarding a payment transaction using Android Pay and the Android Pay Virtual Card or Buy with Google and the Google Wallet Online Card, please contact GPC at 1-855-492-5538.
- (n) **Errors and Unauthorized Transactions.** GPC provides you with certain rights and protections in the event of an error or unauthorized transaction arising from your use of Android Pay or Buy with Google in which the Android Pay Virtual Card or the Google Wallet Online Card has been used to facilitate a payment to a merchant. With respect to Payment Transactions made using the Android Pay Virtual Card or the Google Wallet Online Card, see the applicable Terms of Use between you and the issuer of these cards, Bancorp, for more details regarding these protections and a statement of your potential liability for use of the Android Pay Virtual Card or the Google Wallet Online Card. You may also have certain rights and protections that are provided to you under your agreement with the issuer of your Payment Instrument or Applicable Law with respect to the charges for a purchase payment made to your registered credit or debit card. You should consult your agreement with the issuer of your Payment Instrument for details.

4.6 Cards Saved to Android Pay

- (a) **Cards saved to Android Pay.** Cards Saved to Android Pay can be stored by you in your Google Payments Account, or pushed to your Google Payments Account by a participating merchant with your consent, on an Android Device. Cards Saved to Android Pay may consist of (but are not limited to) items such as Offers, Loyalty Program items, closed loop gift cards that can be redeemed at a specific merchant store or group of stores, and/or other items from third party merchants which you can add to your Google Payments Account, and which may be redeemable for discounts or points from the third party merchant or issuer. The Save to Android Pay Service includes scanning, storage, manually and automatically updated gift card balance displays, loyalty points, status updates and more. Cards Saved to Android Pay contain data, images, and messages that are controlled and updated solely by the third party merchant who issues them. Cards Saved to Android Pay data may be presented to you on Google websites or mobile applications, participating third party websites or mobile applications, through the Android Pay application, or at a merchant's physical location. If you are logged into your Google Payments Account on an Android device, you may select and store an Offer to appear in your Google Payments Account for redemption with a participating merchant.

(b) Storing Cards Saved to Android Pay. In order to store Cards Saved to Android Pay into your Google Payments Account, you must use an Android device and provide all information required by Android Pay.

(c) Redemption of a Card Saved to Android Pay. In order to redeem an item stored as a Card Saved to Android Pay with a participating merchant, you may be asked to:

- (i) permit the merchant to read the redeemable Card Saved to Android Pay off the screen of the mobile device;
- (ii) use Android Pay to redeem the Card Saved to Android Pay in conjunction with a payment transaction;
- or
- (iii) provide the promotion code or other code associated with the Card Saved to Android Pay to the participating merchant upon such merchant's request.

By taking any of the foregoing actions, you authorize the information regarding the specific redeemable item stored as a Card Saved to Android Pay to be transferred from your Google Payments Account to the merchant for redemption. The redemption of the Card Saved to Android Pay is processed by the merchant at its discretion, in accordance with the merchant's terms and conditions for that item, as applicable. If you have questions regarding redemption of a particular Card Saved to Android Pay, please contact the merchant directly.

(d) Your purchases of Products and/or redemptions of Cards Saved to Android Pay are transactions between you as a Buyer and the merchant as the merchant, and not with GPC or any Google affiliates. GPC is not a party to your purchase of Products or redemption of Cards Saved to Android Pay.

4.7 Cards Saved to Android Pay and the Save to Android Pay Service; Limitations of Liability; Merchant Communications

Cards Saved to Android Pay and the Save to Android Pay Service are intended for display, storage, and/or redemption of Offers, rewards, Loyalty Programs, closed loop gift cards, and other services such as viewing of loyalty points, manual and automatic gift card balance displays for users who have added a gift card, and status updates on an Android device. The Save to Android Pay API and Save to Android Pay Service are not intended for the storage of payment cards or open loop gift cards, which are prepaid gift cards with network logos on the back of the card which can be used at most merchant locations. Cards Saved to Android Pay and the Save to Android Pay Service are no longer supported on iOS devices.

(a) By saving Cards Saved to Android Pay into your Google Payments Account, you agree you are providing your prior express consent to receive communications from a third party merchant directly to you through Android Pay. Google does not create or control the content sent by the merchant to you. You may remove the Cards Saved to Android Pay or other items from your Google Payments Account at any time to stop receiving merchant communications through Google Payments. Removal of a particular Card Saved to Android Pay will remove all communications sent by that merchant to you through Android Pay, but will not discontinue your Loyalty Program with that merchant or discontinue your communications from that merchant to you outside of Android Pay. To discontinue a Loyalty Program completely, you must contact the specific merchant directly.

(b) GPC does not guarantee the security of a third party merchant's Offers, rewards, Loyalty Program or gift card program, and does not guarantee that the merchant's systems will be error free, or that merchant systems will honor all Offers, rewards, and loyalty points, gift cards, or other stored or any stored items. GPC is not liable for errors or omissions from the merchant in the enrollment or administration of their Loyalty Programs, or in the purchase and redemption of closed loop gift cards, and is not liable for any third party merchant's security breaches that arise due to omissions or commissions within the merchant's systems or processes. GPC is also not liable to you for merchants who do not honor the value of a closed loop gift card, reward, Loyalty, or other redeemable item.

(c) You may add personal or other images to a Card Saved to Android Pay using your device camera. Please use reasonable care and common sense in what you scan and store as images. GPC is not liable for user-added images to Cards Saved to Android Pay, including images which contain personally-identifiable or other sensitive information.

GPC is not liable for errors resulting from scanning or storing of an image. You are required to follow our Wallet content policies for user-added images. Violating the content policy as to user added images may result in the termination of your account.

(d) GPC may display as part of the Save to Android Pay Service the balances of gift cards, loyalty points, or other balances, to users who store such items into Wallet. GPC is not liable for any errors or interruptions in the display of gift card or other balances or updates which are offered as a convenience to you, and GPC is not liable for any errors or interruptions in your use of the Save to Android Pay Service.

(e) GPC may at any time choose to suspend indefinitely or terminate any Save to Android Pay Service for any purpose.

D. Google Play Gift Cards Terms

5. Google Play Gift Cards

5.1 Eligibility and Redemption

Google Play Gift Cards ("**Gift Cards**") are valid only for users who are 13 years of age or older, and who are residents of the USA. Gift cards are issued by GPC, unless specified otherwise. To redeem a Google Play Gift Card, you will need access to the internet, and you will need to create a Google Payments Account. For users between 13-17 years of age, Google Payments Account enrollment is limited solely to redemption of Gift Cards on Google Play. Google Play Gift Cards must be redeemed toward the purchase of eligible products on <https://play.google.com>. Purchases are deducted from the Gift Card balance. Any unused Google Play Gift Card balance will be placed in the recipient's Google Play Gift Card account when redeemed. GPC may provide Gift Card purchasers with information about the redemption status of Google Play Gift Cards that they purchase. To view Google Play Gift Card balances, visit <https://payments.google.com/manage/#paymentMethods>. Gift Card use is subject to the Google Play Gift Card Terms of Service, available at https://play.google.com/intl/ALL_us/about/card-terms.html.

5.2 Limitations

The Gift Card is not redeemable for cash or other cards, is not reloadable or refundable, cannot be combined with other non-Google Play Gift Card balances in your Google Payments Account, and cannot be resold, exchanged or transferred for value, except as required by law. If an order exceeds the Gift Card amount, the transaction will be declined unless more value is added to the Google Play Gift Card balance. GPC disclaims all express or implied warranties as to the Google Play card and Google Play.

5.3 Fraud

Neither GPC nor Google is responsible if a Gift Card is lost, stolen, destroyed or used without your permission. GPC and Google will have the right to close customer accounts and bill alternative forms of payment if a fraudulently obtained Gift Card is redeemed and/or used to make purchases.

E. Google Wallet Terms & Fees

For certain Google Wallet services, please also see the Google Wallet Card Terms of Use between you and Bancorp.

6. Google Wallet Balance, P2P Payments and the Google Wallet Card

6.1 Google Wallet Balance

(a) Creating Google Wallet Balance. You may maintain funds in your Google Payments Account that are known as your Google Wallet Balance. To create a Google Wallet Balance, you will first be asked to provide certain registration information, as described in Section 2 above.

Funds can be accumulated in your Google Wallet Balance by means of:

- (i) a transfer of funds from a Funding Account;
- (ii) funds received from a Sender; and/or,
- (iii) a credit issued to you in accordance with the terms of the Google Wallet Balance Customer Service and Error Resolution Policy, or as a courtesy by GPC or Google.

We can institute limits on amounts you can add to your Google Wallet Balance using your Funding Accounts in our discretion and without notice. GPC will use commercially reasonable efforts to make funds available to you no later than three (3) business days after GPC receives final settlement of the funding transaction.

For any transfer from a Funding Account which is a credit card, if your credit card issuer deems your addition of funds to your Google Wallet Balance to be a cash advance transaction or a similar non-purchase transaction, you may incur cash advance or similar fees assessed by your credit card issuer. Please refer to your agreement with your Funding Account provider for information on whether cash advance fees may be incurred. Using your Google Wallet Balance in order to monetize/maximize any rewards programs offered under the issuer's terms for your credit or debit card is prohibited under these Terms of Service.

(b) **Withdrawal of Google Wallet Balances.** You may register an ACH-enabled checking, savings, or debit card account as the Funding Account for your Google Wallet Balance in order to withdraw funds from your Google Wallet Balance. If you are permitted by GPC to withdraw funds to a bank account or debit card, you must be the named account-holder of both the Google Wallet Balance and the bank account or debit card to which funds are withdrawn. You can also withdraw funds in the form of cash at certain automated teller machines, via over the counter transactions, and via point of sale transactions with the use of the Google Wallet Card. Withdrawals may be processed in part by third parties (such as your account-holding bank). We are not responsible for withdrawn funds once provided to the third party for delivery to you at your request or upon distribution of your Google Wallet Balance to you in cash. You are solely responsible for any fees that may be charged to you by a third party for processing a withdrawal. GPC will not be responsible for withdrawals provided to the wrong party or account, or where you provided incorrect withdrawal account details to GPC.

(c) **Use of Google Wallet Balances.** You may use your available Google Wallet Balance for P2P Payments, Payment Transactions on Google Play, point of sale transactions using a Google Wallet Card, and withdrawals as described in Section 6.1(b) above.

(d) **Limits.** No transaction using your Google Wallet Balance, including with your Google Wallet Card or any P2P transfer, may exceed Ten-Thousand Dollars (\$10,000) as an individual transaction or Fifty-Thousand Dollars (\$50,000) in aggregate transactions over five (5) days. The Google Wallet Card has a maximum spending limit of \$5,000 per 24 hour period, and a cash withdrawal limit at ATMs which you can see in your Google Wallet application. GPC or the Partner Bank may impose additional limitations on the dollar amount or frequency of any withdrawals permitted; these limitations are subject to change.

(e) **No Interest on Google Wallet Balances.** GPC and the Partner Bank do not pay interest to you on Google Wallet Balances or any other funds. You assign to GPC the right to earn interest on funds in the deposit account of the Partner Bank, in consideration of your use of the Service.

(f) **Negative Google Wallet Balances.** If for any reason, your Google Wallet Balance becomes negative, you authorize GPC to:

- i. Initiate a debit or charge to your Funding Accounts in your Google Payments Account to bring your Google Wallet Balance to \$0 and / or
- ii. Use a third party to recover funds from you to bring your Google Wallet Balance to \$0.

Your authorizations under this Section 6.1(f) remain in effect while you are a Customer and for a period of ninety (90) days following termination or cancellation of the Services.

(g) **Liability for Failure to Make Transactions.** We may restrict access to your Google Wallet Balance, including transactions using your Google Wallet Card, temporarily or permanently, if we notice suspicious activity in connection with your Google Wallet Balance account. We have no liability for restricting access to the Google Wallet Balance because of suspected suspicious activity. If we do not complete a transaction using your Google Wallet Balance on time or in the correct amount according to our Agreement with you (other than for restrictions because of suspicious activity), we will be liable for the correct amount of the transfer. However, there are some exceptions. We will not be liable, for instance:

- If through no fault of ours, a merchant refuses to honor a transaction using your Google Wallet Balance;
- If through no fault of ours, you do not have enough money available in your Google Wallet Balance to make a purchase;
- If the terminal or system was not working properly;
- If the transaction information supplied by you or a third party is incorrect or untimely;
- If circumstances beyond our control (such as flood or fire) prevent a transaction, despite reasonable precautions that we have taken; or
- The merchant authorizes an amount greater than the purchase amount.

In addition, we will also not be liable for Google Wallet Card transactions in the following circumstances:

- If the Google Wallet Card is expired, damaged or revoked; or
- If the Google Wallet Card has been reported lost or stolen, or we have reason to believe that the Google Wallet Card has been stolen.

There may be other applicable exceptions as otherwise provided by state or federal laws.

6.2 P2P Payments

(a) Requirements for Registration

In order to use the P2P Service to make P2P Payments using a debit card, or ACH-enabled checking or savings account, you must register one or more such account(s) as your Funding Account(s) for the P2P Service. You authorize us to confirm that your Funding Account(s) are in good standing with the issuing financial institution, including by submitting a request for a payment authorization and/or a low monetary credit and/or debit to the Funding Account.

The P2P Service is currently available only to Senders and Recipients who are U.S. residents and who otherwise meet the requirements of these Terms of Service. The P2P Service may not be used for business transactions, other than business transactions between individuals. All users of the P2P Service agree to the restrictions contained in [this Content Policy](#). Any use of the P2P Service which violates the requirements of the Content Policy may result in a user being suspended from the P2P Service and/or other Services. The P2P Service may also not be used for charitable transactions.

(b) Your Authorization for a P2P Payment

(1) When you request a P2P Payment to be effected through the P2P Service, you must designate a Funding Account, or your Google Wallet Balance, for such P2P Payment. As determined by the Funding Account or Google Wallet Balance you select, you authorize GPC to:

- (i) For a P2P Payment made from your Google Wallet Balance, debit funds in the P2P Payment amount from your Google Wallet Balance;
- (ii) For a Funding Account that is a debit card, initiate a charge through the applicable payment network in the P2P

Payment amount; and,

(iii) For a Funding Account that is an ACH-enabled checking or savings account, initiate a debit through the ACH Network in the P2P Payment amount; and

(iv) Initiate any subsequent credit, debit or charge to your Funding Account or Google Wallet Balance in order to process a return, chargeback, reversal, refund, adjustment or rejection, to correct an error relating to, or to resubmit a P2P Payment.

(2) Your authorizations under this Section 6.2 remain in effect while you are a Customer and for a period of ninety (90) days following termination or cancellation of the Services.

6.3 Processing of P2P Payments

(a) You may send a P2P Payment to any other person who is a resident of the United States with a valid email address who otherwise meets the requirements of these Terms of Service to receive such P2P Payment. You must select the Funding Account or your Google Wallet Balance from which your P2P Payment will be sent at the time you initiate the P2P Payment. You will also have the option to enter a "memo" or note for the P2P Payment, which may be retained by GPC as part of the P2P Payment record and/or monitored by GPC in accordance with its financial regulatory obligations.

(b) In the event you initiate a P2P Payment from your Google Wallet Balance and there are insufficient funds for the P2P Payment, your Google Wallet Balance may be debited in the amount of the insufficient funds. In the event your Google Wallet Balance incurs a negative balance as a result of this debit, your Funding Accounts will be debited in the order listed in your Google Payments Account to bring your Google Wallet Balance to \$0 (as described in Section 6.2(a) above).

(c) GPC will hold funds debited from a Sender's Funding Account or Google Wallet Balance pending transfer to the Recipient. You will not have access to funds in the process of transmission to the Recipient.

(d) The Recipient will receive an email from the Sender of a P2P Payment advising the Recipient that funds have been received for him or her. Such funds may not be available to the Recipient at the time he or she receives the email.

(e) The Recipient must either have or create a Google Payments Account in order for the funds to become available to him or her. A Recipient may be required to take certain actions, such as providing Google Wallet with additional registration information, or accepting the Google Payments Terms of Service, prior to the funds becoming available. GPC is not responsible if the intended Recipient does not have or create accounts necessary to receive a P2P Payment.

(f) A requested P2P Payment is complete when funds are (i) credited to the Recipient's Google Wallet Balance and available for use or withdrawal by the Recipient or (ii) directed by the Recipient to the Recipient's bank account (via the Recipient's debit card or the ACH Network). The Sender may request that GPC cancel the P2P Payment prior to such completion of the P2P Payment, as described in our Customer Service & Error Resolution Policy. The Sender may request cancellation of the P2P Payment by calling GPC at 1-855-492-5538. GPC will use commercially reasonable efforts to cancel the P2P Payment upon request by the Sender. In the event that GPC is able to cancel the P2P Payment, the funds will be credited to the Sender's Funding Account, or Google Wallet Balance, that was used to fund the P2P Payment. GPC may deduct applicable fees from the returned funds, to the extent permitted by applicable law. P2P Payments that have been completed as set forth in this subsection are ineligible for cancellation.

(g) GPC reserves the right (but is not obligated) to make funds available to a Recipient before GPC receives final settlement of the Sender's funding transaction. GPC also reserves the right in its sole discretion to delay transfer of funds to Recipient or place a hold on funds in the Recipient's Google Wallet Balance.

(h) Notwithstanding the foregoing, GPC will use commercially reasonable efforts to make funds available to a Recipient no later than three (3) business days after GPC receives final settlement of the Sender's funding transaction. Except as set forth in the Customer Service & Error Resolution Policy, GPC has no liability to you or any other person for any

delay in making funds available to the Recipient.

(i) If a requested P2P Payment cannot be completed for any reason, including because the Recipient is not a U.S. resident, or the Recipient does not or is ineligible to create a Google Payments Account and / or Google Wallet Balance in order to receive the funds within ten (10) days of the Sender initiating the P2P Payment, the P2P Payment will be canceled and, to the extent possible, funds will be returned to the Sender's Funding Account or Google Wallet Balance.

(j) Use of Gmail and Google+. You may be able to initiate a P2P transaction using Gmail. The text of Gmail email messages for P2P Payments, any accompanying photo(s), and any other attachments, data, or information included in such messages, are not considered part of P2P Payments processed by GPC. In the event that you have created a Google+ profile that includes your photo(s), such photo(s) may be visible to Senders and Recipients and included with your P2P transaction. You may limit the sharing of your photos by changing the settings of your Google+ profile in your Google+ account. Your use of Gmail and Google+ are subject to the terms of service and policies of those individual products. P2P Payments initiated through Gmail are offered as part of Google Wallet by GPC under the terms of this agreement. Gmail and Google+ are offered under the terms of your agreement for those services with Google Inc.

6.4 Google Wallet Card

(a) Issuance of the Google Wallet Card. GPC may arrange for Bancorp to provide you with access to a MasterCard branded physical debit payment card, the Google Wallet Card. By using the Google Wallet Card, you also agree to the Google Wallet Card [Terms of Use](#), which may be updated from time to time. For avoidance of doubt, the Google Wallet Card Terms of Use are between you and Bancorp, not Google or GPC.

(b) Using the Google Wallet Card. The Google Wallet Card is a debit card that can be used to make purchases with a merchant or cash withdrawals, in each case, using any available amounts in your Google Wallet Balance.

(c) Payment Transaction Limits. You can only make transactions using the Google Wallet Card to the extent that you have a Google Wallet Balance to support those transactions. Therefore, you should know the amount available in your Google Wallet Balance to use the Google Wallet Card. You agree not to make a purchase or other transaction in excess of your Google Wallet Balance. If you do make a purchase or other transaction that exceeds the balance available in your Google Wallet Balance, you agree that we can recover any negative balance incurred as indicated in Section 6.1(f).

If you have zero or negative Google Wallet Balance, any subsequent transaction authorizations using your Google Wallet Balance will be declined. Any transaction attempted for more than the amount available in your Google Wallet Balance may be declined if that merchant does not accept more than one form of payment. Certain merchants, such as restaurants and hotels, may factor in a tip of 20% or more on your purchase amount when authorizing a transaction. If your bill plus the factored tip is greater than your Google Wallet Balance, then your purchase will be declined. This factored tip will be held against your Google Wallet Balance until the actual purchase and tip amount posts to your Google Wallet Balance. In addition, the transaction limits set forth in Section 6.1(d) also apply to your use of the Google Wallet Card. GPC may also set forth additional limits on your use of the Google Wallet Card from time to time. Further, there are limits to the amounts that you may withdraw at an ATM, a point of sale cash withdrawal, or over the counter. Please review the limits communicated to you in your Google Wallet application or in your account online.

(d) ATM Access. You can set a PIN number for the Google Wallet Card using your Google Wallet application. You may use your Card and PIN to access cash via a participating Automated Teller Machine ("ATM"). Do not write or keep your PIN with your Google Wallet Card. If you believe your PIN has been compromised, please immediately contact the Customer Service Number. To get cash, use the "withdrawal from checking" option at an ATM. Acceptance within ATM Networks may change at any time. Use of the Card at ATMs is subject to all applicable fees, surcharges, rules and customs of any clearinghouse, ATM network, or other institution or association involved with the transaction. We may impose a fee each time a Card is used to obtain cash or any other services from an ATM, as set forth in the Section 6.6. The owner of the ATM may impose a fee in addition to any fee charged by us. The ATM owner must disclose any fee(s) they charge prior to your confirming the transaction.

(e) **No Cash Value.** The Google Wallet Card is not redeemable for cash or other cards, and cannot be resold, exchanged or transferred for value, except as required by law. GPC disclaims all express or implied warranties as to the physical Google Wallet Card. Except as otherwise set forth herein or required by applicable law, GPC is not responsible if your Google Wallet Card is lost, stolen, destroyed, or used without your permission.

(f) **Illegal Activity.** The Google Wallet Card may not be used for any illegal activity. You agree not to use the Google Wallet Card for Internet gambling, whether or not internet gambling is illegal in the jurisdiction in which you are located. You are liable for transactions you initiate by the use of the Card, whether deemed legal or illegal.

(g) **No Right to Stop Payment.** You do not have the right to stop payment on a transaction originated with the Google Wallet Card. You are responsible for all authorized transactions initiated by use of the Google Wallet Card.

(h) **“Lock Card” Feature.** You can prevent future transactions from your Google Wallet Card by locking the card with the Google Wallet mobile application’s “Lock Card” feature. Use of this feature will not prevent processing of pending transactions initiated prior to locking your Google Wallet Card. A Google Wallet Card will only be considered “locked” once a properly functioning Google Wallet mobile application has provided confirmation that the card has been locked. Similarly, a “locked” Google Wallet Card cannot be used for transactions until you have selected the Google Wallet mobile application’s “Unlock Card” option and a properly functioning Google Wallet mobile application has provided confirmation that the card has been unlocked. You are responsible for preventing unauthorized locking and unlocking activity on your device relating to your Google Wallet Card. Such activity, when not authorized, may be deemed invalid in GPC’s sole discretion.

6.5 Transaction Records, Customer Service and Error Resolution Policy

Records of your P2P Payments through the P2P Service, transactions using your Google Wallet Card and your other Google Wallet Balance transactions (together, your "Google Wallet Balance Transactions") will be reflected in your transaction history in your Google Payments Account. In addition, you will be provided with a monthly statement of your Google Wallet Balance Transactions, which can be accessed by logging into your account at wallet.google.com or in the Google Wallet mobile application. You are responsible for reviewing your statement and transaction activity to determine if there are any errors or unauthorized transactions, and for alerting GPC of such events, in accordance with the [Google Wallet Balance Customer Service and Error Resolution Policy](#), available in your Google Payments Account. You should review the Google Wallet Balance Customer Service and Error Resolution Policy to understand certain rights you may have as to your Google Wallet Balance Transactions.

It is your obligation to save or print a copy of your Google Wallet Balance statement. If your access to the Service is canceled or terminated by you or by us for any reason, you will not be permitted to access statements stored by GPC. You may request paper copies of certain electronic records about your account and stored by GPC, subject to the limitations of the Electronic Communications policy, as stated in Section 10 below. GPC reserves the right to charge you fees for such paper copies.

6.6 Fees

GPC may charge fees in accordance with the then-current fee schedule, as stated herein. Google Wallet does not assess a fee for any P2P Payment.

Google Wallet may assess a fee of 2.9% of the transaction amount, with a minimum fee of \$0.30, for adding funds to your Google Wallet Balance when you use a debit card as your Funding Account. Such fee shall be waived when you use an ACH-enabled checking or savings account as the Funding Account to add funds to your Google Wallet Balance.

Google Wallet may also assess a fee of 2.9% of the transaction amount, with a minimum fee of \$0.30, on the total amount your Funding Account is charged to bring your negative Google Wallet Balance to \$0.

Google Wallet does not assess a fee for any transaction using your Google Wallet Card at an ATM. Please note: ATM owners/operators may charge their own fees for ATM transactions and balance inquiries.

Please review the account terms provided by the issuer of your Funding Account for any fees they may assess on your use of your Funding Account.

F. General Terms

The terms in this Part F (General Terms) are applicable to all Services described in these Terms of Service.

7. Use of Services

7.1 Limitations

Notwithstanding any limitations described elsewhere in these Terms of Service, we may establish general practices and limits concerning use of the Services, including without limitation individual or aggregate transaction limits on the dollar amount or number of transactions during any specified time period(s). We reserve the right to change, suspend or discontinue any aspect of the Services at any time, including hours of operation or availability of the Services or any Service feature, without notice and without liability. We also reserve the right to impose limits on certain Service features or restrict access to some or all of the Services without notice and without liability. We may decline to process any transaction without prior notice to you.

GPC may delay, hold, cancel or reverse processing of any transaction if:

- (a) a Sender makes a claim to GPC for a refund or other reversal, or
- (b) GPC, in its sole discretion, believes that the transaction is invalid, suspicious, involves misconduct or fraud, or otherwise violates Applicable Law, these Terms of Service, or any applicable GPC or Google policies.

Buyer authorizes the charge or debit to Buyer's Payment Instrument, by GPC as agent of the Seller, as necessary to complete processing of a Payment Transaction. Buyer also authorizes the crediting or debiting, as applicable, to Buyer's Payment Instrument, by GPC as agent of the Seller, in connection with chargebacks, reversals, refunds, or adjustments through the Service by a Seller.

We may limit or suspend your use of one or more Services at any time, in our sole and absolute discretion. If we suspend your use of a Service, we will attempt to notify you by electronic mail. Suspension of your use of a Service will not affect your rights and obligations pursuant to these Terms of Service arising before or after such suspension or with respect to any non-terminated Services.

Android Pay and Buy with Google are intended for use on mobile devices, Android operating systems, or other devices or operating systems approved by Google, as provided to you directly by Google or your mobile carrier. You are strictly prohibited from using Android Pay or Buy with Google on a mobile device or Android operating system, or other device or operating system approved by Google, that has been modified or customized in any way. You bear sole responsibility for such unauthorized use of Android Pay or Buy with Google on a modified mobile device, Android operating system, or other device or operating system approved by Google.

7.2 Fraud

If you believe your Google Payments Account has been opened or used in an unauthorized manner, please see our [fraud protection process](#). Also, please see our Help Center for more information on how GPC protects you from fraud.

7.3 Unclaimed Property

If GPC is holding funds due to you arising from a Payment Transaction processed using any service described herein, and GPC is unable to contact you and has no record of your use of the service for several years, Applicable Law may require GPC to report these funds as unclaimed property. If this occurs, GPC will try to locate you at the address shown

in our records, but if GPC is unable to locate you, it may be required to deliver any such funds to the applicable state as unclaimed property. GPC reserves the right to deduct a dormancy fee or other administrative charges from such unclaimed funds, as permitted by Applicable Law.

7.4 GPC Not a Banking Institution, Issuer, or Processor

GPC is not a bank or other chartered depository institution. GPC is not an issuer of any Funding Account, Payment Instrument or other item stored as a Valuable, unless expressly stated otherwise. With respect to Android Pay or Buy with Google transactions, all payment processing is handled solely by the merchant, and GPC is not involved in the merchant's processing of the payment. For Payment Transactions facilitated with the Android Pay Virtual Card or the Google Wallet Online Cards, GPC handles the payment to the merchant and the charging of your registered credit or debit card to conduct your payment for the purchase.

With respect to the Processing Service, GPC processes Payment Transactions through the Processing Service as an agent of and on behalf of Sellers. Funds held by GPC or its service providers (including any bank service providers) in connection with the processing of Payment Transactions are not deposit obligations of Buyer and are not insured for the benefit of Buyer by the Federal Deposit Insurance Corporation or any other governmental agency.

These Terms of Service do not amend or otherwise modify your agreement with the issuer of your Funding Account or Payment Instrument or redeemable Card Saved to Android Pay, and you are responsible for ensuring your use of the Services complies with such agreements. You also are responsible for all charges and/or debits to your Funding Account or Payment Instrument resulting from purchases of Products or redemptions of items stored as Cards Saved to Android Pay, in accordance with such agreements. In the event of any inconsistency between these Terms of Service and your agreement with the issuer of your Funding Account, Payment Instrument or redeemable Card Saved to Android Pay, these Terms of Service govern the relationship between you and GPC solely with respect to the Services, and your agreement with the issuer of your Funding Account, Payment Instrument or Card Saved to Android Pay governs the relationship between you and the issuer of such item. You acknowledge and agree that you are solely responsible for the Funding Account Payment Instrument or for Cards Saved to Android Pay, and any other information you enter or otherwise store in Android Pay or Buy with Google. GPC is not responsible for the accuracy or availability of any information you enter or otherwise store with the Services, including, without limitation, whether such information is current and up-to-date.

7.5 Communication with Issuers

By electing to use Android Pay or Buy with Google, you authorize GPC, directly or through such Service, to communicate with the issuer of your Funding Account, Payment Instrument, or Card Saved to Android Pay, to provide or obtain any information required by that issuer. In providing this information, an issuer does not endorse and is not responsible for Android Pay or Buy with Google.

7.6 Third Party Providers

GPC may have arranged for third party providers to provide products or services to you through the Services ("**Third Party Providers**"). In order to use these products or services, you may be required to agree to additional terms and conditions from those Third Party Providers, and may be subject to additional requirements of the Third Party Provider. By agreeing to these Terms of Service or continuing to use the Services, you hereby agree to any Third Party Provider terms that apply to your use of such products and services through the Services, which may be updated from time to time. For avoidance of doubt, these Third Party Provider terms are between you and the applicable Third Party Provider, not GPC.

7.7 Advertising

Some of the Services' features may be supported by advertising revenue and may display advertisements and promotions. In consideration for GPC granting you access to and use of the Services, you agree that GPC may place such advertising. In addition, you may have the choice to opt-in to allowing information from the Services to be used by GPC and Google, in order to present you with more relevant advertising, as well as more relevant items for you to

store and/or redeem as Cards Saved to Android Pay.

7.8 Third Party Fees

You are responsible for any fees charged by your telecommunications provider, Payment Instrument, or Save to Android Pay issuer, merchant, or any other third party in connection with your use of the Services.

7.9 No Extension of Credit

Neither the Android Pay Virtual Card nor the Google Wallet Online Card is a credit card, and GPC and Bancorp are not extending credit in connection with your use of the Android Pay Virtual Card or the Google Wallet Online Card.

7.10 No Relationship with Issuer of Payment Instruments

Use of the Services is not approved by or offered in conjunction with the issuer of your Funding Account or Payment Instrument. Your Funding Account or Payment Instrument issuer may impose fees, transaction limits, or other limitations on transactions incurred using the Services.

7.11 Instruction Regarding Consumer Reports

You instruct and authorize GPC to obtain consumer reports about you, as the term "consumer reports" is defined under the Fair Credit Reporting Act, and to use the information contained in such consumer reports to evaluate your prospective or ongoing eligibility to use the Services, to detect and prevent fraud, and to create, evaluate, and modify GPC risk management and mitigation tools, and to otherwise improve GPC's Services.

8. Privacy

You understand and agree that personal information provided to Google or GPC in connection with the Services is subject to the Google Payments Privacy Notice: <https://payments.google.com/files/privacy.html>. By agreeing to these Terms of Service you hereby agree to the Google Payments Privacy Notice, which may be updated by Google or GPC from time to time. You understand and agree that, to the extent permitted by Applicable Law, any data you provide to GPC in connection with the Services may be shared with Google and, conversely, any data you provide to Google in connection with the Services may be shared with GPC.

You may opt-in to providing location data through your mobile device so that GPC can provide you with more relevant advertising, payment information, or more relevant items for you to store as Cards Saved to Android Pay based on your location. If you opt-in to providing location data, you consent to the collection, use, sharing, and onward transfer of location data, as further set forth in the Google Privacy Policy.

9. Username and Password Information

You are responsible for:

- (a) maintaining the confidentiality of your username and password,
- (b) any and all transactions by persons that you give access to or that otherwise use such username or password, and
- (c) any and all consequences of use or misuse of your username and password. You agree to notify us immediately of any unauthorized use of your username or password or any other breach of security regarding the Services of which you have knowledge.

If you are a business entity, you agree that all officers, employees, agents, representatives and others having access to the username and/or password shall be vested by you with the authority to use the Services and to legally bind you. You shall be responsible for all actions by current and former officers, employees, agents, representatives and others,

regardless of whether authorized by you, that access the Services using the business' user name and password.

10. Electronic Communications

GPC, Google Wallet, and Third Party Providers may be required to provide certain disclosures, notices and communications (collectively "**Communications**") to you in written form. Pursuant to these Terms of Service, we will deliver such Communications to you in electronic form. Your agreement to these Terms of Service confirms your ability and consent to receive such Communications electronically, rather than in paper form.

10.1 Electronic delivery of communications

You agree and consent to receive electronically all Communications provided to you in connection with your Google Payments Account and your use of the Services. Communications include:

- (a) agreements and policies you must agree to in order to use the Services (e.g., these Terms of Service and the Google Payments Privacy Notice), including updates to those agreements and policies;
- (b) payment authorizations and transaction receipts or confirmations;
- (c) account statements and history; and,
- (d) all other communications or documents related to or about your account and your use of the Services.

Electronic Communications shall be deemed to be received by you upon delivery in the following manner:

- (a) posting them to your Google Payments Account on the Google Payments or Google Wallet website or in an associated mobile application;<
- (b) posting them on or in a website or mobile application associated with Google or the Services;
- (c) sending them via electronic mail to the email address you used to create your Google and Google Payments Account registrations; or
- (d) otherwise communicating them to you via the Services.

It is your responsibility to open and review Communications that we deliver to you through the methods described above. We may, but are not obligated to under these Terms of Service, provide you with notice of the availability of a Communication that is delivered in one of the methods described above (for example, by informing you of such Communication through a notification sent to your mobile device).

You should maintain copies of electronic Communications by printing paper copies or saving electronic copies, as applicable.

10.2 Hardware and software requirements

In order to access and retain electronic Communications, you will need to maintain or have access to the following computer hardware and software at your own expense:

- (a) a computer or mobile device with Internet or mobile connectivity;
- (b) a current web browser that includes 128-bit encryption (e.g. Internet Explorer version 6.0 and above, Firefox version 2.0 and above, Chrome version 3.0 and above, or Safari 3.0 and above) with cookies enabled;
- (c) the appropriate mobile application, in the case of Communications delivered through such application,

- d) software capable of opening documents in PDF format;
- (e) access to the valid email address you used to create your Google and Google Payments Account registrations; and,
- (f) sufficient storage space to save past Communications or a printer to print them.

By giving your consent to these Terms of Service, you confirm that you are able to meet the above requirements, and that you can receive, open, and print or save any Communications referenced in these Terms of Services for your records.

10.3 Requesting additional copies and withdrawing consent

The following additional terms will apply to such electronic Communications:

- (a) you may contact GPC, Google Wallet or the Third Party Provider, as applicable, to request another electronic copy of the electronic Communication without a fee;
- (b) you may request a paper copy of such electronic Communication within ninety days of the original Communication issuance date, and GPC, Google Wallet or the Third Party Provider, as applicable, reserves the right to charge a fee to provide such paper copy;
- (c) you may contact Google to update your registration information used for electronic Communications or to withdraw consent to receive electronic Communications; and
- (d) GPC or the Third Party Provider reserves the right to terminate your use of the Services and the associated Third Party Provider products and services if you decline or withdraw consent to receive electronic Communications.

You may contact GPC in relation to this Section 10 by logging in to your Google Payments Account at payments.google.com, selecting the Help link, and then selecting Contact Us.

11. Termination of Service

We may, in our sole and absolute discretion without liability to you or any third party, terminate your use of one or more Services for any reason, including without limitation inactivity or violation of these Terms of Service or other policies we may establish from time to time.

Upon termination of your use of the Services, you remain liable for all Payment Transactions, P2P Payments and any other obligations you have incurred under these Terms of Service. Upon termination, we have the right to prohibit your access to the Services, including without limitation by deactivating your username and password, and to refuse future access to the Services by you or if a business entity, its parent, affiliates or subsidiaries or its or their successors).

12. Responsibility for Taxes

The reporting and payment of any applicable taxes arising from the use of the Services is your responsibility. You hereby agree to comply with any and all applicable tax laws in connection with your use of the Services, including without limitation, the reporting and payment of any taxes arising in connection with Payment Transactions made through the Services, or income received through P2P Payments.

13. No Endorsement of Products

GPC and Google do not represent or endorse, and shall not be responsible for:

- (a) the reliability or performance of any Seller, merchant or Third Party Provider;

(b) the safety, quality, accuracy, reliability, integrity or legality of any Product, Offer, Loyalty Program, or other items that may be stored and/or redeemed as Cards Saved to Android Pay;

(c) the truth or accuracy of the description of any Product or Card Saved to Android Pay, or of any advice, opinion, offer, proposal, statement, data or other information (collectively, "**Content**") displayed or distributed, purchased or paid through the Services, or the Google Web Sites; or

(d) your ability to buy or redeem Products or Cards Saved to Android Pay using the Services. GPC and Google hereby disclaim any liability or responsibility for errors or omissions in any Content in the Services. GPC and Google reserve the right, but shall have no responsibility, to edit, modify, refuse to post or remove any Content, in whole or in part, that in its sole and absolute discretion is objectionable, erroneous, illegal, fraudulent or otherwise in violation of these Terms of Service.

14. Indemnification

You agree to indemnify, defend and hold harmless GPC, Google, and their subsidiaries and other affiliates, and its and their directors, officers, owners, agents, co-branders or other partners, employees, information providers, licensors, licensees, consultants, contractors and other applicable third parties (including without limitation, Bancorp, and Paymentech, L.P. and relevant Customers) (collectively "**Indemnified Parties**") from and against any and all claims, demands, causes of action, debt or liability, including reasonable attorneys fees, including without limitation attorneys fees and costs incurred by the Indemnified Parties arising out of, related to, or which may arise from:

(a) your use of the Services;

(b) any breach or non-compliance by you of any term of these Terms of Service or any GPC Party policies;

(c) any dispute or litigation caused by your actions or omissions; or

(d) your negligence or violation or alleged violation of any Applicable Law or rights of a third party.

15. Disclaimer

THE SERVICES, INCLUDING ALL CONTENT, SOFTWARE, FUNCTIONS, MATERIALS, AND INFORMATION MADE AVAILABLE ON, PROVIDED IN CONNECTION WITH OR ACCESSIBLE THROUGH THE SERVICES, ARE PROVIDED "AS IS." TO THE FULLEST EXTENT PERMISSIBLE BY LAW, GPC, GOOGLE, AND THEIR SUBSIDIARIES AND OTHER AFFILIATES, AND THEIR AGENTS, CO-BRANDERS OR OTHER PARTNERS, INCLUDING BUT NOT LIMITED TO, DEVICE MANUFACTURERS (COLLECTIVELY, "**GPC PARTIES**"), MAKE NO REPRESENTATION OR WARRANTY OF ANY KIND WHATSOEVER FOR THE SERVICES OR THE CONTENT, MATERIALS, INFORMATION AND FUNCTIONS MADE ACCESSIBLE BY THE SOFTWARE USED ON OR ACCESSED THROUGH THE SERVICES, OR FOR ANY BREACH OF SECURITY ASSOCIATED WITH THE TRANSMISSION OF SENSITIVE INFORMATION THROUGH THE SERVICES. EACH GPC PARTY DISCLAIMS WITHOUT LIMITATION, ANY WARRANTY OF ANY KIND WITH RESPECT TO THE SERVICES, NONINFRINGEMENT, MERCHANTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE. THE GPC PARTIES DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE. THE GPC PARTIES SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, BUT NOT LIMITED TO, SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION OR SETTLEMENT OF PAYMENT TRANSACTIONS, P2P PAYMENTS OR THE SERVICES.

THE GPC PARTIES ARE NOT RESPONSIBLE FOR THE ACCURACY OF ANY PAYMENT INSTRUMENT OR SAVE TO ANDROID PAY INFORMATION, INCLUDING, WITHOUT LIMITATION, WHETHER SUCH INFORMATION IS CURRENT AND UP-TO-DATE. WITHOUT LIMITING THE GENERALITY OF THE PRECEDING SENTENCE, YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT SUCH INFORMATION IS REPORTED BY THE ISSUER AS OF A PARTICULAR TIME ESTABLISHED BY THE ISSUER AND MAY NOT

ACCURATELY REFLECT YOUR CURRENT TRANSACTIONS, AVAILABLE BALANCE, OR OTHER ACCOUNT OR PROGRAM DETAILS AT THE TIME THEY ARE DISPLAYED TO YOU THROUGH THE SERVICES OR AT THE TIME YOU MAKE A PURCHASE OR REDEMPTION. YOU MAY INCUR FEES, SUCH AS OVERDRAFT FEES OR OTHER CHARGES AS A RESULT OF SUCH TRANSACTIONS, PER YOUR AGREEMENT WITH YOUR PAYMENT INSTRUMENT OR SAVE TO ANDROID PAY ISSUER, OR YOUR ATTEMPT TO MAKE A PURCHASE OR REDEMPTION MAY NOT BE SUCCESSFUL.

16. Limitations of Liability; Force Majeure

IN NO EVENT SHALL ANY GPC PARTY BE RESPONSIBLE OR LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY, DAMAGES OR LOSSES, INCLUDING BUT NOT LIMITED TO DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES WHICH MAY BE INCURRED IN CONNECTION WITH ANY GPC PARTY OR THE SERVICES, OR ANY GOODS, SERVICES, OR INFORMATION PURCHASED, RECEIVED, SOLD, OR PAID FOR BY WAY OF THE SERVICES, REGARDLESS OF THE TYPE OF CLAIM OR THE NATURE OF THE CAUSE OF ACTION, EVEN IF THE GPC PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE OR LOSS. IN NO EVENT SHALL THE GPC PARTIES' TOTAL CUMULATIVE LIABILITY ARISING FROM OR RELATING TO THESE TERMS OF SERVICE EXCEED THE NET FEES GPC HAS ACTUALLY RECEIVED AND RETAINED FROM YOUR VALID TRANSACTIONS DURING THE THREE MONTH PERIOD IMMEDIATELY PRECEDING THE DATE OF THE CLAIM.

Each party acknowledges that the other party has entered into these Terms of Service relying on the limitations of liability stated herein and that those limitations are an essential basis of the bargain between the parties. In addition to and without limiting any of the foregoing, no GPC Party shall have any liability for any failure or delay resulting from any condition beyond the reasonable control of such party, including but not limited to governmental action or acts of terrorism, earthquake, fire, flood or other acts of God, labor conditions, power failures and Internet disturbances.

17. Governing Law

These Terms of Service shall be governed by the laws of California, except for California's choice of law rules, and applicable federal United States laws. Each party agrees to submit to personal and exclusive jurisdiction of the courts located in Santa Clara County, California. The parties specifically exclude from application to the Terms of Service the United Nations Convention on Contracts for the International Sale of Goods and the Uniform Computer Information Transactions Act.

18. Notice

In addition to the electronic communications authorized under the Section entitled, "Electronic Communications", statements, notices and other communications to you may be made by mail, email, postings on the Google Web Sites or other reasonable means. We may also provide notices of changes to the Terms of Service or other matters by displaying links to notices on the Google Web Sites. Notice to GPC and Google may be made by mail to:

Google Inc.
Attn: Google Payments
1600 Amphitheatre Parkway
Mountain View, CA 94043

19. Modification of Terms of Service

We have the right, in our sole and absolute discretion, to change, modify, or amend any portion of these Terms of Service at any time by posting notification here or otherwise communicating the notification to you. The changes will become effective, and shall be deemed accepted by you, after the initial posting and shall apply on a going-forward

basis with respect to transactions initiated after the posting date. In the event that you do not agree with any such modification, your sole and exclusive remedy is to terminate your use of the Services.

20. Assignment

You may not assign these Terms of Service or any rights or obligations hereunder, by operation of law or otherwise, without our prior written approval and any such attempted assignment shall be void. We reserve the right to freely assign these Terms of Service and the rights and obligations hereunder, to any third party without notice or consent. Subject to the foregoing, these Terms of Service shall be binding upon and inure to the benefit of the parties hereto, their successors and permitted assigns.

21. Survival

Upon termination of your use of the Services or termination of these Terms of Service for any reason, in addition to this section, the following sections shall survive termination: 3.2, 3.8, 3.9, and 10 through 23.

22. English Language Controls

Any translation of these Terms of Service is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

23. Other Provisions

The failure of GPC or Google to exercise or enforce any right or provision of the Terms of Service shall not constitute a waiver of such right or provision. If any provision of these Terms of Service shall be adjudged by any court of competent jurisdiction to be unenforceable or invalid, that provision shall be limited or eliminated to the minimum extent necessary so that these Terms of Service shall otherwise remain in full force and effect and remain enforceable between the parties. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section. These Terms of Service, including GPC's or Google policies governing the Services referenced herein, constitute the entire agreement between you and GPC with respect to the use of the Services. These Terms of Service are not intended and shall not be construed to create any rights or remedies in any parties other than you and GPC, Google, and other GPC affiliates which each shall be a third party beneficiary of these Terms of Service, and no other person shall assert any rights as a third party beneficiary hereunder.