

# Paze<sup>SM</sup> Service Agreement

**Updated: August 5, 2024**

Early Warning Services, LLC (“Early Warning”) (referred to in this Service Agreement as “Paze,” “we,” “us,” or “our”) operates Paze on behalf of, and as a service provider for, participating financial institutions that offer eligible credit and debit card accounts (“Participating Financial Institutions”). Paze stores eligible credit and debit cards issued by Participating Financial Institutions and related personal information in a digital wallet (“Paze Wallet”) created for you.

We have partnered with select online participating merchants (“Participating Merchants”). You can use Paze only at Participating Merchants’ websites. You can select an eligible credit or debit card in your Paze Wallet to share with Participating Merchants to make online purchases (the “Service”). When you use the Service, Paze will share related personal information to the credit or debit card you select in the Paze Wallet with Participating Merchants as described in more detail below.

You must agree to this Service Agreement to use Paze. By agreeing to this Service Agreement, you also agree to the Paze Service Privacy Notice available at <https://mywallet.paze.com/> (“Privacy Notice”), which is incorporated into and made a part of this Service Agreement by reference. This Service Agreement, along with the Privacy Notice (collectively, the “Service Agreement”) and terms provided by your Participating Financial Institution(s), govern your use of Paze and affect your legal rights. Please read them carefully.

**The Service Agreement includes an agreement to mandatory arbitration, which means that you agree to submit any dispute related to the Service Agreement or Paze to binding individual arbitration rather than proceeding in court. The Service Agreement also includes a class action waiver, which means that you agree to proceed with any dispute individually and not as part of a class action. See section 14 for more information and how you can opt out of the Arbitration Agreement and Class Action Waiver.**

## **1. Description of the Service:**

**1.1 Creating your Paze Wallet and information sharing:** Pursuant to the privacy notices provided by your Participating Financial Institution(s), Participating Financial Institutions share with Paze eligible credit and debit card primary account numbers (“Payment Credentials”) and related personal information including, but not limited to, your name, hashed social security number or tax identification number, email address, mobile phone number, and billing address. We use a service provider to exchange your Payment Credentials for a unique alternate card number (“Tokenized Payment Credentials”). Transactions using the Tokenized Payment Credentials are subject to the terms provided by your Participating Financial Institution(s). Paze eligibility criteria determine which credit and debit cards of primary and joint account holders are eligible for Paze.

**1.2 Activating your Paze Wallet:** Paze offers two ways to activate your Paze Wallet for the first time.

The first way to activate your Paze Wallet is when you visit a Participating Merchant that offers Paze at checkout and you enter an email address that matches an email address provided to Paze by your Participating Financial Institution(s), a Paze digital experience will appear. You must agree to this Service Agreement. You also must provide your mobile number and consent to Paze sending you a passcode to your mobile phone by text message each time you use the Service. If your mobile number

## Paze<sup>SM</sup> Service Agreement

entered matches the mobile number provided by one or more of your Participating Financial Institution(s) (and also matches the email address you entered), Paze will text you a passcode. See Section 6 below for more details about the delivery of text messages. After you provide the correct passcode, the eligible credit and debit cards in your Paze Wallet will appear. When you select an eligible card, you will be prompted to provide the 3-digit security code, or CVV/CVC, for the associated card. By providing the correct CVV/CVC, you will be able to access the selected card in your Paze Wallet to use with a Participating Merchant. To help protect your Paze Wallet, you may be prompted to enter the CVV/CVC for the card you select when you use Paze in the future.

The second way to activate your Paze Wallet is if your Participating Financial Institution provides access to Paze through a link in the mobile app and/or website of your issuing Participating Financial Institution. After you authenticate with your Financial Institution and click the Paze link, you will be taken to the Paze digital experience where you must agree to this Service Agreement and follow the prompts to activate your Paze Wallet.

**1.3 Using your Paze Wallet:** Paze can be used for online transactions at Participating Merchants. Paze cannot be used at physical merchant locations. After activating your Paze Wallet, when you enter your email address with a Participating Merchant that matches an email address in Paze, Paze will send a passcode to your mobile phone. You will be prompted to select from among your eligible credit and debit cards in your Paze Wallet and may be asked to enter the CVV/CVC for the card you select. You can edit shipping addresses in your Paze Wallet and add additional shipping addresses (“Shipping Address”) to be stored in your Paze Wallet. At your direction, Paze will share your name, billing address, phone number, email address, Tokenized Payment Credentials, and other relevant information (“Card Details”) with the Participating Merchant to make transactions. The Participating Merchant may request your preferred Shipping Address from your Paze Wallet, which Paze will share with the Participating Merchant at your direction.

In addition to online checkout, Participating Merchants may also give you the option to use Paze in other ways, including to help set up an online account when making a transaction, share and store your Card Details, or share and store your Card Details and Shipping Address(es) for future use with the Participating Merchant. If you store your Card Details or Shipping Address(es) with a Participating Merchant, the Participating Merchant may be able to initiate payment on the card even if you later choose to remove the card from your Paze Wallet. If you want to change or remove your Card Details or Shipping Address(es) that have been stored by a Participating Merchant, you must make that request with the Participating Merchant. Setting up an online account with the Participating Merchant is optional and not required to use Paze at that Participating Merchant or other Participating Merchants.

Some Participating Merchants may display a Paze payment button. Once selected, you will be prompted to enter an email address to access your Paze Wallet as described in the first paragraph of this section 1.3.

**1.4 Consent to share Card Details with Participating Merchants:** When you use Paze to create an account, store your card on file, or checkout with a Participating Merchant, you direct Paze, on behalf of your Participating Financial Institution, to share your Card Details and Shipping Address, if applicable, with the Participating Merchant. Paze will transmit your selected Card Details and Shipping Address, if applicable, to the Participating Merchant (or

## Paze<sup>SM</sup> Service Agreement

a third party that provides payment acceptance functionality on behalf of the Participating Merchant). Paze is not involved in processing any payment transactions, which are transactions between you and the Participating Merchant. Payment transactions will be reflected on your credit or debit card account with your Participating Financial Institution(s).

**1.5 Opting-Out of Paze:** You can choose to opt-out of Paze when the Paze experience displays on a Participating Merchant's website or by visiting the Paze website at <https://mywallet.paze.com/>. For authentication purposes, you will be asked to request a passcode to be delivered via text message to opt-out. If you opt-out of Paze, your Card Details will be deleted from your Paze Wallet, but some of your personal information will be retained to help prevent fraud and to honor your opt-out request. After opting out, you will no longer have the ability to use Paze to make transactions with Participating Merchants. If you later want to use Paze, you may be able to add eligible credit and debit cards through your Participating Financial Institution(s).

**1.6 Adding or Removing Cards from Your Paze Wallet:** You can also remove specific credit and debit cards from your Paze Wallet through your Participating Financial Institution's mobile app and/or website and the Paze website at <https://mywallet.paze.com/>. Removing credit and debit cards will not remove your Paze Wallet, but only the specific cards you select to remove. You can add eligible credit and debit cards to your Paze Wallet through the mobile app and/or website of your issuing Participating Financial Institution(s).

**1.7 Maintaining information in your Paze Wallet:** Your Participating Financial Institution(s) provides continuous updates about your Card Details to Paze to populate your Paze Wallet. It is your responsibility to maintain the most up-to-date contact information, including your email address, phone number, and billing address, with your Participating Financial Institution(s). Contact your Participating Financial Institution(s) to provide updates to your contact information. Failure to keep updated contact information with your Participating Financial Institution(s) may impact your ability to access Paze or the ability of Paze to provide accurate information to Participating Merchants. Paze is not responsible for the accuracy of the Card Details received from your Participating Financial Institution(s).

**1.8 Access to your Paze Wallet.** Consistent with applicable law or regulation, Paze may temporarily or permanently suspend your ability to access your Paze Wallet in whole or in part, at its sole discretion, in order to prevent fraud or to prevent reputational harm or brand damage to Paze.

**2. Paze role:** Paze is not a party to the agreements between you and your Participating Financial Institution(s) that apply to your credit and debit card accounts. Nor is Paze a party to any agreements between you and Participating Merchants. Nothing in this Service Agreement modifies those agreements between you and your Participating Financial Institutions or Participating Merchants. This Service Agreement will govern the relationship between you and Paze as we fulfill our role as a service provider to your Participating Financial Institution(s) in providing the Services described in this Service Agreement to you on their behalf, and your Participating Financial Institution(s) terms will govern the relationship between you and the Participating Financial Institution(s). Paze is not involved in issuing credit or determining eligibility for credit. Paze is not able to provide refunds or reverse transactions. If you have concerns about the goods or services you purchased, you should contact the Participating Merchant. The Participating Financial Institution(s) that issued the credit or debit card you used to make the transaction may also be able to help in some cases.

## Paze<sup>SM</sup> Service Agreement

**3. Eligibility:** Your use of Paze is contingent on you and your credit and/or debit card accounts meeting the eligibility requirements of your Participating Financial Institution(s). You represent that (a) you are a US resident, and (b) you are at least 18 years of age.

**4. Termination of this Service Agreement:** Subject to applicable law, Paze may terminate or suspend this Service Agreement and your use of Paze, in whole or part, at any time for any reason without cause and without prior notice. Any obligations or liabilities incurred by you prior to the date of termination shall survive the termination of this Service Agreement.

**5. Amendments to this Service Agreement:** Subject to applicable law, Paze may amend or change this Service Agreement from time to time, in its sole discretion, by posting the updated Service Agreement on the Paze management website at <https://paze.com>. Please access and review this Service Agreement regularly. If you find the Service Agreement unacceptable to you at any time, promptly opt-out of Paze and immediately discontinue your use of Paze. Your continued use of Paze after any amendment, modification or change to this Service Agreement shall constitute your agreement and acceptance to such amendment, modification or change.

**6. Consent to Emails and Automated Text Messages:** By using Paze, you consent to the receipt of emails from Paze and Participating Financial Institutions or their respective agents about Paze. You consent to the receipt of text messages from Paze or its agents about Paze. You agree that Paze or its agents may use automatic telephone dialing systems in connection with calls or text messages sent to any mobile phone number associated with your credit and debit card accounts enrolled in Paze. You further acknowledge and agree:

- a. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text, or other message services, including without limitation for short message service. Please check with your mobile service agreement for details or applicable fees as message and data rates may apply.
- b. You will immediately notify your Participating Financial Institution(s) if any mobile number or email address associated with your credit or debit cards enrolled in Paze is (i) surrendered by you, or (ii) changed by you.
- c. To cancel text messaging from Paze, send STOP to 24636. For help or information regarding text messaging, send HELP to 24636. You expressly consent to receipt of a text message to confirm your "STOP" request. However, text messages are a critical security element of the Paze service and failure to receive text messages will make the service unusable.
- d. Message frequency may vary.

**7. Wireless Operator Data:** You authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Paze or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. See our Privacy Policy for how we treat your data.

**8. Consent to Use and Disclose Personal Information (Including Account Information):** By accepting this Service Agreement, you consent to Paze using and disclosing your personal information (including your credit and debit card account information) to Participating Merchants or other third parties for the following purposes:

- 1) Wallet Provisioning, Maintenance, Transaction Facilitation & Operations
  - a) to facilitate the creation of your Paze wallet and resolve related issues to tokenize your Payment Credentials;
  - b) to perform activities such as account servicing and providing analytic services;

## Paze<sup>SM</sup> Service Agreement

- c) to facilitate transactions;
- d) to help provide you with a safe and efficient experience;
- 2) Identity Verification & Authentication (to validate your identity, authenticate you, and enable secure use of Paze)
  - a) to verify your identity;
  - b) to enable your access to Paze;
- 3) Choice & Consent (to effectuate your choices and consents)
  - a) to respond to your requests and comply with your stated communication preferences;
  - b) to opt you out of Paze per your request;
- 4) Communication & Notification (to contact you or notify you of relevant information)
  - a) to send you notifications pertaining to Paze;
- 5) Fraud Detection & Prevention (to manage fraud and risk)
  - a) to prevent, detect, and protect against security incidents, fraud, and prohibited or illegal activities;
  - b) to conduct fraud prevention, risk management, remediation activities, and fraud program activities;
- 6) Paze Analytics & Research
  - a) to identify and repair errors that impair existing or intended functionality;
  - b) to research and resolve issues related to transactions;
  - c) to conduct data analysis
- 7) Legal & Compliance (to comply with applicable laws and regulations and enforce our terms and conditions)
  - a) to enforce the Service Agreement;
  - b) respond to lawful requests by law enforcement, government agencies, and other authorized third parties;
  - c) to comply with applicable law;
- 8) Improve the Paze Service
  - a) to create, develop, and improve the Service;

and as otherwise permitted by the terms of our Privacy Notice.

**9. Fees:** Paze does not charge fees to use Paze. You are responsible for any interest, fees, charges, or other expenses imposed by Participating Financial Institutions in connection with transactions on credit or debit cards you use in connection with Paze.

**10. Disclaimer of Warranties:** EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, PAZE MAKES NO EXPRESS OR IMPLIED WARRANTIES, REPRESENTATIONS OR ENDORSEMENTS WHATSOEVER WITH RESPECT TO THE SERVICE. PAZE EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, WITH REGARD TO THE SERVICE DESCRIBED OR PROVIDED. PAZE DOES NOT WARRANT THAT THE SERVICE WILL BE UNINTERRUPTED, TIMELY, INVULNERABLE TO CYBER ATTACK OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

**11. Limitation of Liability:** EXCEPT AS OTHERWISE PROVIDED HEREIN AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL PAZE, ITS OWNERS, DIRECTORS, OFFICERS, AGENTS OR PARTICIPATING FINANCIAL INSTITUTIONS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING

## Paze<sup>SM</sup> Service Agreement

OUT OF (I) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE SERVICE; (II) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE SERVICE DESCRIBED OR PROVIDED, (III) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (IV) ANY OTHER MATTER RELATING TO THE SERVICE DESCRIBED OR PROVIDED, EVEN IF PAZE HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE SERVICE OR WITH THE TERMS OF THIS SERVICE AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE SERVICE.

IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF PAZE, ITS OWNERS, DIRECTORS, OFFICERS AND AGENTS OR PARTICIPATING FINANCIAL INSTITUTIONS IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT SHALL, IN NO EVENT, EXCEED ONE HUNDRED DOLLARS (\$100.00).

**12. Indemnification:** You acknowledge and agree that you are personally responsible for your conduct while using Paze, and except as otherwise provided in this Service Agreement, you also agree to indemnify, defend and hold harmless Paze, its owners, directors, officers, agents and Participating Financial Institutions from and against all claims, losses, expenses, damages and costs (including, but not limited to, direct, incidental, consequential, exemplary and indirect damages), and reasonable attorney's fees, resulting from or arising out of your use, misuse, or inability to use Paze, or any violation by you of the terms of this Service Agreement.

**13. Governing Law; Choice of Law; Severability:** This Service Agreement will be governed by and construed under the laws of the State of Delaware, excluding only its conflict of law provisions, and shall inure to the benefit of Paze, its successors and assigns, whether by merger, consolidation or otherwise. You further agree to comply with any applicable federal, state and local laws in your use of Paze. If any provision of this Service Agreement is found to be unenforceable for any reason by a court of competent jurisdiction, that provision will be deemed to be restated to reflect as nearly as possible the original intentions of the parties in accordance with applicable law. The remaining provisions of this Service Agreement will not be affected thereby, and each of those provisions will be valid and enforceable to the full extent permitted by law.

### **14. Agreement to Arbitrate and Class Action Waiver:**

**ANY AND ALL CLAIMS OR DISPUTES BETWEEN US RELATING IN ANY WAY TO THIS SERVICE AGREEMENT, OUR PRIVACY NOTICE, OR PAZE MUST BE RESOLVED IN BINDING ARBITRATION RATHER THAN IN COURT. IN ARBITRATION THERE IS NO JUDGE OR JURY, AND COURT REVIEW OF AN ARBITRATION AWARD IS LIMITED. THE ARBITRATOR CAN AWARD ANY DAMAGES OR RELIEF ON YOUR INDIVIDUAL CLAIM THAT A COURT OF LAW COULD, INCLUDING INDIVIDUAL INJUNCTIVE RELIEF AND ATTORNEY'S FEES WHEN AVAILABLE UNDER THE GOVERNING LAW. AS SET FORTH IN THE CLASS ACTION WAIVER BELOW, ALL ARBITRATIONS WILL BE CONDUCTED ON AN INDIVIDUAL BASIS, AND THERE SHALL BE NO CLASS ACTIONS IN ARBITRATION.**

Notwithstanding this Agreement to Arbitrate, you and we agree that if a dispute is otherwise within the jurisdiction of a small claims court of competent jurisdiction in a location where you reside, either you or we may require that the dispute be resolved on an individual basis in small claims court and not in arbitration. In small claims court, each party will be responsible for such fees and costs as determined by the court's rules and orders.

## Paze<sup>SM</sup> Service Agreement

You may opt out of this Agreement to Arbitrate, and the Class Action Waiver stated below, by notifying us in writing of your intention to do so. **Written notice should be provided to Early Warning Services, LLC, Attn: Litigation Support, 5801 N. Pima Rd. Scottsdale, AZ 85250 AND MUST BE POSTMARKED WITHIN 30 DAYS OF YOUR ACCEPTANCE OF THESE TERMS. Any opt-out request postmarked after that date will not be effective, and you will continue to be bound by the Agreement to Arbitrate, including the Class Action Waiver.**

Arbitrations will be administered by the American Arbitration Association (“AAA”) under the AAA’s Consumer Arbitration Rules and (if applicable) Mass Arbitration Supplementary Rules in effect at the time the arbitration is commenced. All cases in a mass arbitration shall be assigned to a single merits arbitrator or to as few merits arbitrators as is reasonably practicable. Arbitration costs (including administrative fees, arbitrator compensation, and other costs and expenses) will be allocated or reallocated as provided in AAA’s Consumer Arbitration Rules and (if applicable) Consumer Mass Arbitration and Mediation Fee Schedule. The AAA rules and fee schedules are available at [www.adr.org](http://www.adr.org), and they include detailed information about how to initiate an arbitration. Each party shall be responsible for paying its own attorney’s fees.

If the AAA declines to administer or continue to administer a Mass Arbitration on the terms described herein, then either you or we may request that a court of competent jurisdiction appoint an arbitrator pursuant to section 5 of the Federal Arbitration Act. In the event of a conflict between the AAA’s rules and this Agreement to Arbitrate, this Agreement to Arbitrate will control.

The arbitrator will apply the same substantive law, statutes of limitations and privileges as would apply in court (subject to the choice of law provision set forth in section 13 above). Arbitration will not be deemed commenced for statute of limitations purposes until you either pay your share of arbitration filing fees or file a written demand for arbitration that includes a written request that we advance your share of arbitration filing fees.

If the arbitrator determines that the claims or defenses of a party to the arbitration lacked merit and were presented in bad faith or for purposes of harassment, the arbitrator shall award to the other party such fees and costs as were reasonably incurred in responding to the improperly presented claims or defenses.

You agree that these terms affect interstate commerce. Accordingly, the Federal Arbitration Act and federal arbitration law will apply to this Agreement to Arbitrate and govern its interpretation and enforcement (notwithstanding the choice of law provision set forth in Section 13 above).

**CLASS ACTION WAIVER. ALL CLAIMS AND DISPUTES WILL BE RESOLVED ON AN INDIVIDUAL BASIS. YOU AND PAZE WAIVE ANY ABILITY TO PARTICIPATE IN A CLASS ACTION AS A CLASS REPRESENTATIVE OR AS A CLASS MEMBER. THERE WILL BE NO CLASS ACTIONS, REPRESENTATIVE ACTIONS, OR CONSOLIDATED ACTIONS EITHER IN ARBITRATION OR IN SMALL CLAIMS COURT.** Notwithstanding the foregoing, if you assert against any Participating Financial Institution(s) a claim or claims that would be arbitrable pursuant to this Agreement to Arbitrate, had such claim(s) been asserted against us directly (“Related Participating Financial Institution Claim(s)”), then such Participating Financial Institution(s) shall have the right to have all proceedings on all Related Financial Institution Claim(s) arbitrated on an individual basis as part of a single arbitration among you, us and such Participating Financial Institution(s). No class actions, representative actions or (except as expressly stated in the previous sentence) consolidated actions may be pursued in regard to

## **Paze<sup>SM</sup> Service Agreement**

any Related Financial Institution Claim. If this Class Action Waiver is held unenforceable, in whole or in part, as to any claim, then the Agreement to Arbitrate also will not apply to that claim.

**15. Miscellaneous:** Subject to the terms of this Service Agreement, Paze is generally available 24 hours a day, seven (7) days a week with the exception of outages for planned and unplanned maintenance and circumstances beyond the control of Paze and the Participating Financial Institutions.