



Terms of Use for Android Pay

Effective Date: March 1, 2016

These Vectra Bank Colorado Terms of Use for Android Pay ("Terms of Use") apply to and govern the use of a Vectra Bank Colorado Visa Credit Card or Vectra Bank Colorado Visa Debit Card that is added to Android Pay and used in Android Pay or other Google features and services (collectively, the "Google Payment Services."). If a Vectra Bank Colorado Visa Credit Card is added to Android Pay, these Terms of Use are part of the Credit Card Agreement; if a Vectra Bank Colorado Visa Debit Card is added to Android Pay, these Terms of Use are part of the Deposit Account Agreement.

1. Definitions. In these Terms of Use,

- a. "We", "our", and "us" refer to Vectra Bank Colorado and "you" and "your" refer to each and every person who is authorized to use a Card added to Android Pay.
- b. "Android Device" means any device that is developed or authorized by Google to support Android Pay.
- c. "Android Pay" means the mobile payment application developed and offered by Google that allows a user to pay for purchases made at retail outlets by using a digital representation of a Card that has been stored on an Android Device.
- d. "Card" means the digital representation displayed on an Android Device of a Vectra Bank Colorado Visa Credit Card or Vectra Bank Colorado Visa Debit Card added to Android Pay.
- e. "Credit Card Account" means the credit card account associated with a Vectra Bank Colorado Visa Credit Card that is added to Android Pay in a digital representation.
- f. "Credit Card Agreement" means the Vectra Bank Colorado Consumer Credit Card Agreement and Disclosure Statement that governs a Credit Card Account.
- g. "Deposit Account" means the deposit account(s) accessible by a Vectra Bank Colorado Visa Debit Card that is added to Android Pay in a digital representation.
- h. "Deposit Account Agreement" means the contract of terms and conditions, including the Consumer Debit Card ("Check Card") Cardholder Agreement and Disclosure Statement that governs a Deposit Account.
- i. "Google" means Google, Inc.

2. Activating and Using Android Pay. By adding or attempting to add a Card to Android Pay or by using a Card that has been added to Android Pay, you agree to these Terms of Use, as they may be modified from time to time. If you add a Card to more than one Android Device, these Terms of Use will apply to the Card on each such Android Device and to the use of Android Pay on each such Android Device by you or anyone you authorize to use Android Pay on such Android Device. You understand and agree that your use of Google Payment Services will also be subject to agreements or terms of use with Google and other third parties.

PLEASE NOTE: When you add or attempt to add a Card to Android Pay, Google may add the corresponding Vectra Bank Colorado Visa Credit Card or Vectra Bank Colorado Visa Debit Card as a payment method for Google Payments and other Google properties.

3. Making Payments Through Android Pay. Once you add a Card to Android Pay on an Android Device, you may use the Card to make payments (i) at any merchant that accepts Android Pay or (ii) through the Android in-app purchase payment system (when available from Google). You make a payment at a merchant location by unlocking your Android Device, selecting the Card you wish to use for the payment, and holding the Android Device near the merchant's "contactless" point-of sale terminal. (You may also have to enter a PIN to complete the payment transaction.) If the Card is a Vectra Bank Colorado Visa Credit Card, the payment will be charged to the Credit Card Account; if the Card is a Vectra Bank Colorado Visa Debit Card, the payment will be debited against the Deposit Account. To complete certain Android Pay payments, a merchant may require you to present the Vectra Bank Colorado Visa Credit Card or Vectra Bank Colorado Visa Debit Card corresponding to the Card or a government-issued form of identification.

4. Lost or Stolen Android Device; Unauthorized Transactions. If you believe your Android Device has been lost or stolen or someone has used or may use your Android Device or your credentials without your authorization, please immediately call the telephone number on the reverse of your physical Card.

5. Protecting Your Android User Credentials. You agree to protect and keep confidential your Google User ID, Android Device passwords, and all other information required to use Android Pay on an Android Device. If you share these credentials with others, they may be able to use your Android Device to make payments through Android Pay or access personal and Card information available through the Google Payment Services. If you enable the fingerprint scanner feature on your Android Device, anyone whose

fingerprints can unlock your Android Device may be able to make purchases using Android Pay on your Android Device. Subject to the applicable Credit Card Agreement or Deposit Account Agreement governing the use of the Card used to make a payment through Android Pay, you are responsible for all transactions made using the Card.

6. Fees. We do not charge you any fees to add a Card to Android Pay or to use the Card through an Android Device equipped with Android Pay. However, Google or other third parties, such as wireless companies or data service providers, may charge you fees in connection with your use of Android Pay. We reserve the right to institute or change such fees after sending you notice.

7. Questions Concerning Android Pay or an Android Device. Questions concerning the use of Android Pay or the operation of an Android Device equipped with Android Pay should be directed to Google. We are not responsible for (i) providing Google Payment Services to you; (ii) any failure of Google Payment Services or any Android Device equipped with Android Pay; (iii) your inability to use, or the unavailability of, Android Pay to make a payment in connection with any transaction; (iv) the performance or non-performance of Google or any third party providing services on behalf of Google in connection with any transaction involving Google Payment Services; or (v) any loss, injury, or inconvenience that you sustain as a result of matters addressed subparts (i), (ii), or (iii) of this Paragraph.

8. Billing Errors; Identity Theft. You are responsible for identifying and notifying us of any billing errors that occur as a result of your use of a Card through Android Pay. Refer to the Credit Card Agreement or the Deposit Account Agreement, as applicable, for further information on reporting billing errors and the procedures we will use to resolve any potential errors. **IN THE EVENT OF ANY IDENTITY THEFT OR OTHER FRAUD OR UNAUTHORIZED USE OF A CARD THROUGH ANDROID PAY, WE WILL NOT BE LIABLE FOR ANY LOSSES YOU INCUR EXCEPT AS PROVIDED BY APPLICABLE LAW AND THE EXPRESS TERMS OF THE CREDIT CARD AGREEMENT OR THE DEPOSIT ACCOUNT AGREEMENT, AS APPLICABLE.**

9. Terminating or Suspending Use of a Card; Blocking Transactions. We reserve the right to terminate or suspend your use of a Card through Android Pay and to block any transaction made with a Card through Android Pay. You may remove a Card from Android Pay by following Google's directions for that procedure. You may not add a Card to Android Pay or use a Card through Android Pay at any time the related Credit Card Account or Deposit Account is not in good standing.

10. Sharing of Android Pay Information.

- a. We may share information about you with Google, your Card network, and other third-parties in order to (i) add a Card to Android Pay, (ii) provide Google Payment Services that you request, including the display of your Android Pay transactions on an Android Device, or (iii) maintain or improve your ability to use Android Pay or receive Google Payment Services. You authorize Vectra Bank Colorado to collect, use, and share your information in accordance with our Privacy Notice and Online Privacy Statement, as they may be amended from time to time, and which are available at: https://www.vectrabank.com/resources/PrivacyPolicy_Bro10.pdf and <https://www.vectrabank.com/resources/policies-terms/Online-Privacy-Statement.pdf>. If you do not want us to share your information for these purposes, you must remove all Cards from Android Pay.
- b. Use of Google Payment Services involves the electronic transmission of information about your payment transactions to Google through the facilities of third-parties, including your wireless carrier. We do not control how Google receives, collects, or uses information it receives in connection with an Android Pay transaction or how such information is sent to or from, or stored on, an Android Device during the course of an Android Pay transaction. We are not responsible for maintaining the security of the transmission of such information at any point during the course of an Android Pay transaction or the storage of such information on an Android Device during or following an Android Pay transaction. Nor are we responsible for any breach of security affecting any information sent to or from, or stored on, an Android Device in connection with an Android Pay transaction.

11. Changes to Terms of Use. We may change these Terms of Use at any time and from time to time. You agree to all such changes by your continued use of a Card or by keeping a Card in Android Pay after the Effective Date shown on the first page of these Terms of Use, immediately below the caption. If you do not accept any changes to these Terms, you must remove all Cards from Android Pay.

12. Questions Concerning Your Credit Card Account or Deposit Account. If you have questions about a Credit Card Account or Deposit Account associated with a Card, please contact us using the toll-free telephone number printed on the reverse side of the physical Card.

13. Contacting You by Email and Electronically. In connection with your use of a Card through Android Pay,

- a. we may contact you by email at any email address you provide to us in connection with any Vectra Bank Colorado Credit Card Account or Deposit Account;

- b. YOU CONSENT TO RECEIVE NON-MARKETING ELECTRONIC COMMUNICATIONS, INCLUDING SMS AND MMS, FROM US ON ANY ANDROID DEVICE ON WHICH ANDROID PAY HAS BEEN ACTIVATED, INCLUDING COMMUNICATIONS THAT ORIGINATE FROM THIRD PARTIES PROVIDING SERVICES TO VECTRA BANK COLORADO. YOU MAY WITHDRAW THIS CONSENT AT ANY TIME, BUT IF YOU DO, YOU MUST REMOVE ALL CARDS FROM ANDROID PAY; and
- c. you agree to notify us of changes to your contact information.

14. Governing Law and Disputes. These Terms of Use are governed by federal law and, to the extent that state law applies, the laws of the state of Utah, regardless of where you may reside or use your Card at any time. Disputes arising out of or relating to these Terms of Use are subject to the dispute resolution provisions in, as applicable, your Credit Card Agreement or your Deposit Account Agreement.

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