

Terms of Use for Credit and Debit Cards in Electronic Payment Tools

These Terms of Use (the “Terms”) are a legal agreement between you and Arvest Bank, Fayetteville, Arkansas (“Arvest,” “we” or “us”), regarding the use of your eligible Arvest credit or debit card (each, a “Card”) in certain supported electronic payment tools (each a “Payment Tool”) offered through one or more software application(s) on your eligible device (the “Device”). Payment Tools we currently support include Google Pay offered by Google Payment Corp. (“Google”), Samsung Pay offered by Samsung Pay Inc. (“Samsung”), and Apple Pay offered by Apple Inc. (“Apple”). We may elect to support additional Payment Tools from time to time, in our sole discretion, and these Terms shall also apply to any such Payment Tool. Google, Samsung, Apple, and any other provider of a Payment Tool are each referred to in this Agreement as a “Provider” and collectively as “Providers”.

You may set up one or more Payment Tools on your Device using the Provider’s software application, which will allow you to add your Card for use with the Provider’s Payment Tool. Each Payment Tool permits you to maintain a digital version of your Card on your Device, which may be used to authorize payment in stores accepting contactless payments and online or in apps offering the Payment Tool as a payment method. By loading a Card into the Payment Tool, you represent and warrant that you are the cardholder whose name is embossed on the Card. You agree that, by loading your Card into the Payment Tool, (a) you are requesting that one or more virtual card number(s) for that Card be created on your behalf, from time to time, that emulate your Card and may be used to access your Card account and authorize Card transactions, and (b) any future use of a virtual card number and the Payment Tool to conduct a transaction will be subject to the terms and conditions of your existing agreements with us governing the Card used in the transaction, as well as the terms and conditions of any agreement you have with any Provider. Such agreements may include the Cardholder Agreement and Disclosure Statement for your Arvest credit Card(s) and your existing EFT Agreement for your Arvest debit Card(s), as each may be amended from time to time. You further agree that we may require you to take additional steps to confirm your identity before we provide you with a virtual card number and that we may refuse to provide you with a virtual card number at our sole discretion.

The following additional terms and conditions apply to the use of your Card in a Payment Tool:

1. **Cardholder Agreements.** Nothing in these Terms supersedes or otherwise modifies any agreement you may have with us concerning the terms and conditions applicable to your Card. If there is a conflict between any such agreement and these Terms, that agreement will take precedence over these Terms.
2. **Software.** To utilize each Payment Tool, you are required to utilize, download and/or install an application or other software from the Provider. The Provider may require that you install software updates from time to time.
3. **No Affiliation with the Providers.** Arvest is not affiliated with any Provider and does not represent or endorse and has no responsibility for (a) the safety, quality, accuracy, reliability, integrity or legality of any product, offer, loyalty program or other item that may be stored, redeemed and/or utilized as part of any process related to any Payment Tool, (b) the truth or accuracy of the description of any product or of any advice, opinion, offer, proposal, statement, data or other information displayed or distributed, purchased or paid for through any Payment Tool, or (c) the availability, integrity, or security of any Payment Tool.
4. **Availability.** The availability and functionality of each Payment Tool, or any part thereof, depends on various factors and elements, including software, hardware and communication networks that are provided by third parties. These are not fault free, and Arvest does not warrant or guarantee that any Payment Tool will operate without disruption, errors or interruptions, or that a Payment Tool will be accessible or available at all times. While your account with Arvest remains active, you may continue to use your Card in the traditional manner even if the Payment Tool is not properly functioning.
5. **Changes to Terms.** Arvest may modify these Terms at any time. Your continued use of your Card through a Payment Tool will indicate your acknowledgment of, and intent to be bound by, any modifications made subsequent to your initial acceptance of these Terms.

6. **Privacy.** Any personal information provided to a Provider will be subject to the terms of that Provider's privacy policy.
7. **Unauthorized Use.** You agree not to use or allow others to use your Card in a Payment Tool in any way that would violate any agreement you have with us, including but not limited to any prohibition on fraudulent or illegal activity contained in the agreement(s) governing your use of the Card. If you permit other persons to use your Card in a Payment Tool, you are responsible for any transactions they authorize to the extent permitted by applicable law and the agreement(s) controlling the Card.
8. **Support.** If you have an Arvest Debit Card, please call us at (866) 952-9523 for support related to your Card used in a Payment Tool or if your Device is lost, stolen or compromised. If you have an Arvest Credit Card, please call us at (855) 380-2204 for support related to your Card used in a Payment Tool or if your Device is lost, stolen or compromised.
9. **Third-party Fees.** You are responsible for any fees charged by any third party in connection with your use of a Payment Tool, including, without limitation, your mobile telephone service provider, Internet provider or any merchant.
10. **Severability.** If any term, provision, covenant or condition of these Terms is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remainder of the provision will remain in full force and effect and will in no way be affected, impaired or invalidated.
11. **Applicable Law.** These Terms are governed by, and will be construed in accordance with, the laws of the State of Arkansas.
12. **No Warranty.** EACH PAYMENT TOOL IS PROVIDED BY ITS PROVIDER ON AN "AS IS" BASIS, WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, ARVEST DISCLAIMS ALL WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, TITLE, QUALITY, AND NONINFRINGEMENT. ARVEST EXPRESSLY DISCLAIMS ANY WARRANTIES OF ANY KIND WITH RESPECT TO EACH PAYMENT TOOL, INCLUDING WITH RESPECT TO THE ACCURACY OR FUNCTIONALITY OF THE PAYMENT TOOL, OR THE ACCURACY, VALIDITY, OR COMPLETENESS OF ANY INFORMATION AVAILABLE THROUGH THE PAYMENT TOOL.