



Terms for Adding Your Prosperity Bank Card to a Digital Wallet

These terms for adding your Prosperity Bank card to a digital wallet (the “Terms”) apply when you choose to add a Prosperity Bank credit card or debit card (“Prosperity Card”) to a digital wallet (“Wallet”). In these Terms, “you” and “your” refer to the cardholder of the Prosperity Card, and “we,” “us,” “our,” and “Prosperity” refer to Prosperity Bank, a Texas banking association and the issuer of your Prosperity Card.

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

1. Adding Your Prosperity Card.

You can add an eligible Prosperity Card to the Wallet by following the instructions of the Wallet provider. Only Prosperity Cards that we indicate are eligible can be added to the Wallet. If your Prosperity Card or underlying account is not in good standing, that Prosperity Card will not be eligible to enroll in the Wallet. When you add a Prosperity Card to the Wallet, the Wallet allows you to use the Prosperity Card to enter into transactions where the Wallet is accepted.

2. Your Prosperity Card Terms Do Not Change.

The terms and account agreement that govern your Prosperity Card do not change when you add your Prosperity Card to the Wallet. The Wallet simply provides another way for you to make purchases with your Prosperity Card. Any applicable interest, fees and charges that apply to your Prosperity Card will also apply when you use the Wallet to access your Prosperity Card. Prosperity does not charge you any additional fees for adding your Prosperity Card to the Wallet or using your Prosperity Card in the Wallet. The Wallet provider and other third parties such as wireless companies or data service providers may charge you fees.

3. Prosperity Is Not Responsible for the Wallet.

Prosperity is not the provider of the Wallet, and we are not responsible for providing the Wallet service to you. We are only responsible for supplying information securely to the Wallet provider to allow usage of the Prosperity Card in the Wallet. We are not responsible for any failure of the Wallet or the inability to use the Wallet for any transaction. We are not responsible for the performance or non-performance of the Wallet provider or any other third parties regarding any agreement you enter into with the Wallet provider or associated third-party relationships that may impact your use of the Wallet.

4. Contacting You Electronically and by Email.

You consent to receive electronic communications and disclosures from us in connection with your Prosperity Card and the Wallet. You agree that we can contact you by email at any email address you provide to us in connection with any Prosperity account. It may include contact from companies working on our behalf to service your accounts. You agree to update your contact information with us when it changes.

5. Removing Your Prosperity Card from the Wallet.

You should contact the Wallet provider to learn how to remove a Prosperity Card from the Wallet. We can also block a Prosperity Card in the Wallet from purchases at any time.

6. Governing Law and Disputes.

These Terms are governed by applicable federal law and the laws of the state that apply to the agreement under which your Prosperity Card is covered. Disputes arising out of or related to these Terms will be subject to any dispute resolution procedures in your Prosperity Card agreement.

7. Ending or Changing these Terms; Assignments.

We can terminate these Terms at any time. We can also change these Terms, or add or delete any items in these Terms, at any time. We will provide notice if required by law. We can also assign these Terms. You cannot change these Terms, but you can terminate these Terms at any time by removing all Prosperity Cards from the Wallet. You may not assign these Terms.

8. Privacy.

Your privacy and the security of your information are important to us. Our Privacy Notice found at <https://www.prosperitybankusa.com/privacy.aspx> applies to your use of your Prosperity Card in the Wallet. You agree that we may share your information with the Wallet provider, a payment network and others in order to provide the services you have requested, to make information available to you about your Prosperity Card transactions and to improve our ability to offer these services. This information helps us to add your Prosperity Card to the Wallet and to maintain the Wallet. We do not control the privacy and security of your information that may be held by the Wallet provider, which is governed by the privacy policy given to you by the Wallet provider.

9. Notices.

We can provide notices to you concerning these Terms and your use of a Prosperity Card in the Wallet by posting the material on our website, through electronic notice given to any electronic mailbox we maintain for you or to any email address or telephone number you provide to us, or by contacting you at the current address we have on file for you. You may contact us at 1-800-531-1401.

10. Questions.

If you have any questions, disputes or complaints about the Wallet, contact the Wallet provider. If your question, dispute or complaint is about your Prosperity Card, then contact us at 1-800-531-1401.