



## Ban Transfer Terms of Service

**Effective Date: June 2025**

These Terms of Service (“Terms”) govern your use of the 360 Spend Card and the Ban Transfer cardholder portal (collectively, the “Services”). Please read them carefully. By creating an account, accessing the portal, signing, activating, or using your 360 Spend Card, you agree to be bound by these Terms. If you do not agree, you must not use the Services.

### 1. Definitions

- **“Card”**: The 360 Spend Card, branded and issued under the Visa network.
- **“Issuer”**: The financial institution that issues your Card.
- **“Program Manager”**: Ban Transfer, Inc. (“Ban Transfer,” “we,” “our,” or “us”), which administers the Card program and provides the portal.
- **“Cardholder” or “you”**: The person to whom the Card is issued and who accesses the portal.
- **“Portal”**: The secure online platform through which Cardholders may view and manage their Card account information.

### 2. Eligibility

You must be at least 18 years old and legally capable of entering into binding contracts to use the Services. By using the Services, you represent and warrant that you meet these requirements.

### 3. Use of the Card and Portal

- Your Card may be used to make purchases at merchants that accept Visa and to perform other permitted transactions in accordance with your Cardholder Agreement.
- The portal allows you to view balances, transaction history, and related Card account information.
- You agree not to use the Services for any unlawful, fraudulent, or abusive purpose, or in a manner that interferes with the security, integrity, or availability of the Services.



#### **4. Fees and Charges**

All applicable fees and charges related to the Card are described in your Cardholder Agreement. You are responsible for reviewing those terms and ensuring timely payment of any amounts owed.

#### **5. Account Security and Responsibility**

You are responsible for maintaining the confidentiality of your login credentials and for all activity conducted through your account. Notify us immediately if you suspect unauthorized access.

#### **6. Privacy and Data Use**

Your information will be handled in accordance with our [Privacy Policy](#). By using the Services, you consent to the collection, use, and sharing of your information as described therein.

#### **7. Intellectual Property**

All content, trademarks, logos, and software associated with the Services are owned by Ban Transfer or its licensors and may not be copied, modified, or distributed without our prior written consent.

#### **8. Third-Party Services**

Certain functions of the Services depend on third parties (such as the Issuer, Visa, and service providers). We are not responsible for the availability, accuracy, or performance of third-party services.

#### **9. Termination or Suspension**

We may suspend or terminate your access to the Services at our discretion, including for violation of these Terms, fraudulent activity, or legal/regulatory requirements. Termination of access to the portal does not affect your obligations under the Cardholder Agreement.

#### **10. Disclaimer of Warranties**

The Services are provided “as is” and without warranty of any kind, whether express or implied. We do not guarantee uninterrupted or error-free operation of the Services.



## 11. Limitation of Liability

To the maximum extent permitted by law, Ban Transfer and the Issuer are not liable for any indirect, incidental, special, or consequential damages arising out of or related to your use of the Services.

## 12. Indemnification

You agree to indemnify and hold harmless Ban Transfer, the Issuer, and their affiliates from any claims, damages, losses, or expenses (including legal fees) resulting from your misuse of the Services or violation of these Terms.

## 13. Changes to the Terms

We may update or modify these Terms at any time by posting the revised version on the portal or our website. Continued use of the Services after the effective date of changes constitutes your acceptance of the revised Terms.

## 14. Governing Law

These Terms are governed by U.S. federal law and the laws of the state in which the Issuer is located, without regard to conflict of law principles.

## 15. Contact Information

For questions, support, or to report issues, please contact:

### **Ban Transfer, Inc. Customer Service**

Phone: +1 929-436-4686

Email: [customersupport@bantransfer.com](mailto:customersupport@bantransfer.com)

Mail: 8200 NW 41st St, Suite #48, Doral, FL 33166

## 16. Acknowledgment

By using the Services, you acknowledge that you have read, understood, and agreed to these Terms of Service, as well as the Cardholder Agreement and our Privacy Policy.