

Terms and Conditions

Bank of America (“we”, “us” or the “Bank”) provides an online point of sale POS Solution (“POS Solution”) to retailers, restaurants and other business owners (“Merchants”). These Terms and Conditions apply to you if you are a consumer shopping with or purchasing products or services from one of these Merchants and you register or create an account with the Merchant, or request to receive invoices, estimates, receipts, appointment confirmations and reminders, purchase confirmations and similar transactional messages (collectively “Receipts & Reminders”) from the Merchant. These Terms and Conditions also apply if you consent to receive promotions or other marketing messages from one of these Merchants (“Marketing Messages”).

By registering with a Merchant or requesting Receipts & Reminders or Marketing Messages, you represent that you are the owner of the email address, U.S. mobile phone number, and/or other alias you registered. You consent to the receipt of Merchant-initiated emails and/or text messages from us in connection with the POS Solution. You agree that we may use automatic telephone dialing systems in connection with text messages sent to any U.S. mobile phone number you enroll.

One Time Authentication Codes

If you provide your phone number when you register with a Merchant, we will use SMS-based authentication to authorize access to the account you registered with that Merchant. Each time you request a text message verification code, an authentication message with a unique passcode (“One Time Authentication Code” or “OTAC”) will be sent to your mobile phone.

To cancel OTAC text messages, reply “STOP” or text STOP to **31737**. For help or information regarding OTAC text messaging, text HELP to **31737**. You expressly consent to receipt of a text message to confirm your “STOP” request. Canceling OTAC text messages will cancel OTAC text messages from all Merchants using the POS Solution. OTAC messages sent to your primary email address will not be affected by this action.

Receipts & Reminders

If you request to receive Receipts & Reminders from a Merchant by email and/or text, we will send applicable Receipts & Reminders to the email and/or mobile phone number you provided. The POS Solution sends Receipts & Reminders transactional messages in the following categories:

- Transaction/purchase receipts
- Recurring payments reminders, invoices and estimates
- Appointment confirmations and reminders
- Gift card-related purchase and balance notifications

You will only receive Receipts & Reminders for the applicable category or categories that you have requested. For example, if you make an appointment with a Merchant and ask for the confirmation, you will receive appointment confirmations and reminders from the applicable Merchant. You will not receive other types of Receipts & Reminders from that Merchant unless you separately request them.

You may cancel Receipts & Reminders at any time for a particular category. To cancel email Receipts & Reminders, click on the unsubscribe link in the email to cancel Receipts & Reminders for that category. To cancel Receipts & Reminders text messaging, reply STOP to cancel messaging for that category, or text STOP to the applicable toll-free number below:

- Transaction/purchase receipts: +1 (833) 362-9796

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- Recurring payments reminders, invoices, and estimates: +1 (833) 362-6917
- Appointment confirmations and reminders: +1 (833) 702-6291
- Gift card-related purchase and balance notifications: +1 (833) 400-2231

You must separately cancel Receipts & Reminders for each category that you signed up for. You expressly consent to receipt of a text message to confirm your cancellation request. Canceling Receipts & Reminders text messages will cancel that category of text messages from all Merchants using the POS Solution.

Receipts & Reminders sent to your primary email address will not be affected by this action.

Marketing Messages

If you request to receive Marketing Messages from a Merchant by email and/or text, we will send recurring Marketing Messages from the Merchant to the email and/or mobile phone number you provided.

To cancel email Marketing Messages, click on the unsubscribe link in the email. To cancel text Marketing Messages, reply STOP. You expressly consent to receipt of a text message to confirm your "STOP" request.

General

By registering with a Merchant or requesting Receipts & Reminders or Marketing Messages, you further acknowledge and agree:

1. Receipts and Reminders may be sent by us and received by you electronically, including, but not limited to, through email or mobile text messaging during any part of the day, including outside of normal business hours and between the hours of 9 p.m. and 8 a.m. local time. You agree that the Bank will not be liable for any damages or other liability related to the time of day any electronic communications, alerts, or notifications are sent or received.
2. 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 POS Solution. Please check your mobile service agreement for details or applicable fees.
3. You must immediately notify the merchant if any email address or mobile phone number you have enrolled is (i) surrendered by you, (ii) inactivated or removed by your provider, or (iii) changed by you. For your security, if we notice changes to your email or mobile number, or we are unable to deliver notifications, we may delete it and notify you.
4. Your wireless carrier is not liable for any delay or failure to deliver any message sent to or from us.
5. We may use information on file with your wireless operator to further verify your identity and to protect against or prevent actual or potential fraud or unauthorized use of the POS Solution. By using the POS Solution, you authorize your wireless operator (AT&T, Sprint, T-Mobile, US Cellular, Verizon, or any other branded wireless operator) to use or disclose information related to your wireless subscriber account (such as your mobile number, name, address, email, network status, customer type, mobile device identifiers and other device and subscriber status information) to Bank of America or its service providers, which they

may use for the duration of your business relationship with them, solely to verify your identity and help prevent fraud.]

For more information and to read the Bank of America U.S. Online Privacy Notice, please visit: <https://www.bankofamerica.com/security-center/privacy-overview/>.

We may amend these terms, and modify or cancel the OTAC, Receipts & Reminders or Marketing Messages without notice.

WE AND OUR VENDORS EXPRESSLY DISCLAIM 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 POS SOLUTION. NEITHER WE NOR OUR VENDORS WARRANT THAT THE POS SOLUTION WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. THE POS SOLUTION IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS.

EXCEPT AS OTHERWISE PROVIDED HEREIN, AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL WE OR OUR VENDORS BE LIABLE FOR ANY DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY OR OTHER INDIRECT DAMAGES ARISING OUT OF (I) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE POS SOLUTION, (II) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (III) ANY OTHER MATTER RELATING TO THE POS SOLUTION, EVEN IF WE OR OUR VENDORS HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF US OR OUR VENDORS 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).