Guest Wallet Terms

Effective date: June 29th, 2026
Last updated: July 26, 2026

These Guest Wallet Terms ("Terms") apply when you use a digital wallet (the "wallet") provided by a business (the "Merchant") and powered by Wallet Inc., a Delaware corporation ("Wallet", "we", "us"). The wallet shows the Merchant's brand; Wallet provides the underlying technology (the "Wallet platform"). By using the wallet, you agree to these Terms.

These Terms are between you and Wallet regarding the wallet technology. Your relationship with the Merchant, and the Merchant's goods, services, offers, points, and rewards, is between you and the Merchant.

1. Eligibility

By using the wallet, you represent and warrant that you are at least 18 years old and have the legal capacity to enter into these Terms. Some Merchants operate in age-restricted categories (for example, gaming, alcohol, tobacco, or firearms); for those wallets you must be at least 21, or any higher minimum age the Merchant's category requires, and by using such a wallet you represent that you meet that age. The wallet is not directed to children, and we do not knowingly collect personal information from children under 13. If we learn that you do not meet these requirements, we may suspend or close your access.

2. How the wallet works

You normally use the wallet on the web: you enter your phone number and confirm a one-time code we send you by text, so there is no separate app to download and no password to remember. You may be able to add the wallet to your device's home screen.

If instead a Merchant makes the wallet available as an installable application from an app store, your use of that application is also governed by the end-user license that applies to it (which may be the app store's standard license or a custom End-User License Agreement the Merchant provides) and by the terms of the app store you downloaded it from (for example, Apple's or Google's). Those terms cover the application itself; these Guest Wallet Terms and our Privacy Policy continue to govern your use of the underlying Wallet platform. If an app-store term or the applicable end-user license conflicts with these Terms, that term or license governs matters specific to the application and the app store, and these Terms govern everything else about your use of the Wallet platform. In all cases, the dispute-resolution provisions in Section 9 apply to any dispute between you and Wallet.

3. Points, rewards, and Merchant Credit

The wallet may hold loyalty points, rewards, offers, and tier status in the Merchant's program, and may hold "Merchant Credit," which is store credit the Merchant issues for use toward the Merchant's own goods or services. Points, rewards, and Merchant Credit are provided and honored by the Merchant, not by Wallet, and are subject to the Merchant's own program rules. They are not cash and have no value outside the Merchant's program.

4. Text messages

If you use the wallet, we may send you a one-time code to confirm your identity (a transactional message). A Merchant may also send you recurring program messages (for example, offers or reminders) if you have opted in through the Merchant's flow; message frequency depends on the Merchant's program. Consent to receive marketing messages is not a condition of any purchase. A Merchant may offer a reward or discount for opting in, but opting in is always optional and no wallet feature or purchase requires it. You can reply STOP at any time to opt out of further messages and HELP for help. Message and data rates may apply. How we handle your information is described in our Privacy Policy.

5. Privacy

Our handling of your personal information is described in our Privacy Policy. For the wallet you use, the Merchant is generally the controller of your information and Wallet processes it on the Merchant's behalf. Please also review the Merchant's own privacy notice.

6. Acceptable use; suspension

You will use the wallet only for its intended purpose and will not misuse it, interfere with its operation, or attempt to access it in an unauthorized way. We may suspend or terminate your access to the wallet if you violate these Terms, if we reasonably believe your use is unlawful or harmful to other users, the Merchant, or Wallet, or if we are required to do so by law or by the Merchant. Suspending or terminating the wallet technology does not by itself affect your relationship with the Merchant or any points, rewards, or Merchant Credit, which remain governed by the Merchant's program.

7. Disclaimers

THE WALLET IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. TO THE MAXIMUM EXTENT PERMITTED BY LAW, WALLET AND ITS AFFILIATES, LICENSORS, AND SUPPLIERS DISCLAIM ALL WARRANTIES, EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE

IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT, AND ANY WARRANTY THAT THE WALLET WILL BE UNINTERRUPTED, TIMELY, SECURE, ERROR-FREE, OR FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. The wallet may be modified, suspended, or discontinued at any time. Wallet is not responsible for the Merchant's goods, services, offers, points, rewards, or Merchant Credit, or for any dispute between you and a Merchant. Some jurisdictions do not allow the exclusion of implied warranties, so some of the above exclusions may not apply to you.

8. Limitation of liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WALLET AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, LICENSORS, AND SUPPLIERS (THE "WALLET PARTIES") WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES, OR FOR ANY LOSS OF PROFITS, DATA, OR GOODWILL, ARISING OUT OF OR RELATING TO THESE TERMS OR THE WALLET. TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE TOTAL LIABILITY OF THE WALLET PARTIES ARISING OUT OF OR RELATING TO THESE TERMS OR THE WALLET WILL NOT EXCEED THE GREATER OF THE AMOUNT YOU PAID WALLET (IF ANY) FOR USE OF THE WALLET IN THE TWELVE MONTHS BEFORE THE EVENT GIVING RISE TO THE CLAIM OR ONE HUNDRED US DOLLARS ($100).

Nothing in these Terms limits or excludes any liability that cannot be limited or excluded under applicable law, including liability for fraud or fraudulent misrepresentation, for death or personal injury caused by negligence, for gross negligence or willful misconduct, or for any violation of law that applicable law does not permit to be limited by contract. Some jurisdictions do not allow the exclusion or limitation of incidental or consequential damages, so some of the above limitations may not apply to you.

9. Dispute resolution; arbitration and class-action waiver

PLEASE READ THIS SECTION CAREFULLY. It affects how disputes with Wallet are resolved and requires most disputes to be brought individually in arbitration rather than in court, unless you opt out as described below.

9.1 Informal resolution first. Before starting an arbitration, you agree to contact us at legal@wallet.inc with a short description of the dispute and the relief you seek, and to give us 60 days to try to resolve it informally. Most concerns can be resolved this way.

9.2 Binding individual arbitration. If we cannot resolve the dispute within that period, any dispute between you and Wallet arising out of or relating to the wallet or these Terms will be resolved by binding arbitration on an individual basis, rather than in court, except as provided in Section 9.4. The arbitration will be administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules then in effect. Judgment on the award may be entered in any court with jurisdiction. The arbitrator, and not any court, has exclusive authority to resolve any dispute about the interpretation, scope, enforceability, or formation of this arbitration agreement, except that a court, not the arbitrator, decides the enforceability of the class-action and jury-trial waiver in Section 9.5.

9.3 Location, fees, and process. The arbitration will be conducted by videoconference or, if an in-person hearing is required, in the county where you live or another mutually agreed location. Arbitration fees are governed by the administrator's rules; where those rules require, Wallet will pay or advance the fees for consumer claims. Either party may ask that a dispute be decided on the written submissions where the administrator's rules allow.

9.4 Exceptions. Either party may (a) bring an individual claim in small-claims court if it qualifies, or (b) seek injunctive or other equitable relief in court to protect its intellectual property or confidential information. Exercising either option does not waive the rest of this Section.

9.5 Class-action and jury-trial waiver. You and Wallet agree to bring claims against each other only in an individual capacity, and not as a plaintiff or class member in any class, collective, consolidated, or representative action. The arbitrator may not consolidate more than one person's claims or preside over any class or representative proceeding. You and Wallet each also waive any right to a jury trial.

9.6 Your 30-day right to opt out. You may opt out of this Section 9 (arbitration and the class-action waiver) by emailing legal@wallet.inc within 30 days after the date you first accept these Terms or first use the wallet, whichever is earlier, stating your name, the phone number associated with your wallet, and that you opt out of arbitration. Opting out will not affect any other part of these Terms.

9.7 Coordinated and mass filings. If 25 or more similar arbitration demands are submitted against Wallet by or with the assistance of the same or coordinated counsel, the parties agree the demands will be administered in staged batches: a limited number of bellwether cases will be arbitrated first, common issues will be coordinated to avoid duplicative filing fees, and the results may be used to inform resolution of the remaining demands, all as the administrator's rules permit. This Section 9.7 does not waive any party's individual rights and is intended to make coordinated arbitration workable, not to deny access to it.

9.8 Severability of this Section. If the class-action and jury-trial waiver in Section 9.5 is found unenforceable as to a particular claim or request for relief, that claim or request will proceed in court while the remaining claims are arbitrated. If any other part of this Section is found unenforceable, the rest of this Section remains in effect.

10. Governing law

These Terms are governed by the laws of the State of California, without regard to conflict-of-law rules, except that the Federal Arbitration Act governs Section 9. Nothing in this Section deprives you of the protection of any mandatory consumer-protection laws of your state of residence that cannot be waived by agreement.

11. General

11.1 Severability. If any provision of these Terms is held invalid or unenforceable, that provision will be enforced to the maximum extent permitted and, if it cannot be, severed, and the remaining provisions will remain in full force and effect. This general severability is in addition to the specific severability in Section 9.8.

11.2 Entire agreement; order of precedence. These Terms, together with our Privacy Policy and any Merchant end-user license that applies to an installable application, are the entire agreement between you and Wallet regarding the wallet technology and supersede any prior understanding on that subject. In the event of a conflict, these Terms govern your use of the Wallet platform, except as stated in Section 2 for matters specific to an installable application and its app store.

11.3 Assignment. You may not assign these Terms. Wallet may assign them, including in connection with a merger, acquisition, financing, or sale of assets.

11.4 No waiver. Our failure or delay in enforcing any provision of these Terms is not a waiver of it, and no waiver is effective unless in writing.

11.5 Survival. Sections 3, 6, 7, 8, 9, 10, and 11 survive any termination of these Terms.

11.6 Changes. We may update these Terms and will post the updated version with a new "Last updated" date. Your continued use of the wallet after an update takes effect means you accept the updated Terms.

11.7 Contact. Questions: privacy@wallet.inc (privacy) or legal@wallet.inc (other). Wallet Inc., a Delaware corporation, 275 E. Hillcrest Dr. #160-21, Thousand Oaks, CA 91360.