Patriot Bank Commercial Mastercard Debit Cardholder Agreement

Last Updated: August 15, 2023.

This Commercial Debit Cardholder Agreement (the "Agreement") outlines the terms, conditions and disclosures for your Mastercard-branded debit card ("Card") and the associated transaction account ("Transaction Account") issued to you by Patriot Bank, N.A. (the "Bank"), Member FDIC, pursuant to license by Mastercard International. The Bank has retained Apto Payments Inc. (the "Servicer") to provide certain banking and cardholder support services on the Bank's behalf (the "Services") using the Servicer's card program management technology (the "Servicer Platform"). Servicer will make the Transaction Account and the Card available to you by integrating the website or mobile application of the company whose logo appears on the Card (the "Program Partner") with the Servicer Platform. The Transaction Account will be linked to the account you maintain with Program Partner ("Program Partner Account"). References to "You" and "your" means the legal entity that holds the Transaction Account, and, as applicable, each person who has been issued a Card, is provided access to the Transaction Account or is an authorized user of the holder of the Transaction Account and the Card. "We," "us," and "our" means the Bank, our successors, affiliates, assignees, Servicer, Program Partner and our third-party service providers. The Servicer, the Program Partner, and their respective affiliates may offer you additional services through the Servicer Platform and the Program Partner's website or mobile application ("the Program Partner Platform"), pursuant and subject to the terms and conditions between you and the Servicer (such terms and conditions, the "Servicer Terms"), and between you and the Program Partner (such terms and conditions, the "Program Partner Terms"), and such services are not governed by this Agreement and not offered by Bank.

This Agreement is provided to you in electronic format pursuant to the E-Signature and Electronic Consent Disclosure Terms set forth in Section 19 below. By applying for a Transaction Account and accepting a Card, you agree that you have read and that you agree to be bound by the E-Signature and Electronic Consent Disclosure Terms, and the terms and conditions contained in this Agreement.

THIS AGREEMENT IS SUBJECT TO MANDATORY ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT AND A WAIVER OF CLASS ACTION AND JURY TRIAL PROVISION IN THE MANNER DESCRIBED IN SECTION 17. PLEASE READ SECTION 17 CAREFULLY AND DO NOT APPLY FOR A TRANSACTION ACCOUNT OR USE A CARD IF YOU DO NOT CONSENT TO THE ARBITRATION TERMS.

FEES: The fees relating to the use, or misuse, of your Card and/or Transaction Account are set forth by the Program Partner Account and are defined in the attached Exhibit 1 "Fees". Fees incurred pursuant to the terms of this Agreement will be debited from your Transaction Account and will be assessed even if there is no remaining balance in your Transaction Account, unless prohibited by law. You agree to pay all Fees associated with the Card. We may from time to time amend the Fees, at our sole discretion and will notify of such change in accordance with applicable law. If you request, or if we provide, a service that is not included in this Agreement and there is a fee for such service, such fee will be disclosed prior to the service, and you agree the fee will be deducted from your Transaction Account balance.

1. Introduction. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions and their third parties to obtain, verify, and record information that identifies each customer who obtains a Card and a Transaction Account. Federal regulations require that you provide us with information concerning the beneficial owners and at least one control person of the legal entity that is applying for a Transaction Account and a Card. We will request the name, address, date of birth, and taxpayer ID number or social security number of certain beneficial owners and at least one control person. We may also ask to see other identifying documents, such as a driver's license, taxpayer identification number; passport number and country of issuance; alien identification card number; or number and country of issuance of any other government-issued document evidencing nationality or residence and bearing a photograph or similar safeguard. If, for any reason, you, any control person or beneficial owner are unable to provide the information necessary to verify your identity, the Account may be blocked or closed, which may result in additional fees assessed to the Transaction Account. You may also be asked to provide such information at other times (and on any qualifying account) upon request of the Bank. You will have a continuing obligation to provide any other documentation we may request from time to time, including any information required under our customer identification program to establish your identity. If at any time we determine that the information you provided us was false, incorrect, or of concern to the Bank, or if you refuse to provide, or delay in providing us with the information when requested, we may close, block, restrict or freeze any or all of your Transaction Accounts and Cards. You represent and warrant that individual applying for the Transaction Account on behalf of the legal entity customer has the power, and where applicable, each of your authorized users have the power to execute and perform your obligations under this Agreement. We reserve the right to require you to furnish us with resolutions, agreements, or documents as we may reasonably request to evidence the authority of individuals to act on your behalf. You also agree that the power and authority of each individual named as authorized to take action with respect to the Transaction Account will continue in full force and effect until we receive written notice of revocation, whether by dissolution or termination of the Transaction Account or otherwise. By applying for a Transaction Account with us, you agree that we can gather personal information about you and your beneficial owners from one or more consumer reporting agencies, governmental entities, or other third parties to determine your eligibility for a Transaction Account or Card. You also agree that we have the right to access follow-up reports while your Transaction Account is open for maintenance, review, or collection purposes. We may share any of the information we collect and any results of any investigation with the Servicer, which may be used pursuant to its Privacy Policy.

2. The Card and Transaction Account

a. The Transaction Account and Card is only available to an entity legally operating in the U.S. and with a U.S. physical address and may only be used for business purposes, and not for personal, family, or household purposes. You acknowledge and understand that neither the Transaction Account nor the Card will be treated as a consumer account or card under the provisions of state and federal law. You are not entitled to open a Transaction Account and receive a Card under this Agreement if you are not a corporation, unincorporated business association, partnership, limited liability company, incorporated nonprofit organization or sole proprietorship. We reserve the right to cancel, close or restrict use of your Transaction Account, including by refusing to process any transaction if we determine that you are using it for any impermissible purpose, or if we believe you have violated the terms of this Agreement or any applicable law, as we may determine from time to time.

b. You may not use the Card for illegal gambling or any other illegal transaction. We reserve the right to cancel, close or restrict use of the Card and your Transaction Account, including by refusing to process any transaction, if we believe you have violated this Agreement or any applicable law. We may decline to authorize a transaction for any reason. We are not responsible for any losses you may incur if we do not authorize a transaction. You understand that any person may deny acceptance of or refuse to accept your Card and we are not responsible for such denial or refusal.

c. You must activate the Card and complete the activation process before you can use it. For some transaction types, you will also need to set a Personal Identification Number ("PIN"), before you can use your Card. You should memorize your PIN and not write down your PIN or keep your PIN with your Card. If you believe that anyone has gained unauthorized access to your PIN, you should advise us and our Servicer immediately, following the procedures in Section 15 (Your Liability for Unauthorized Transactions) below. You may need to provide personal information for us to verify your identity and for completion of the activation process. If the Card is not activated within sixty (60) days of card issuance, we reserve the right to close the Card. The Program Partner may require additional identity verification steps for you to open a Program Partner Account.

d. The Card is a physical or virtual debit card that allows you make purchases using funds deposited by you or on your behalf into your Transaction Account using one or more funding sources authorized by us (each, a "Funding Source"). Funding Sources may include ACH transfers from a bank account you own, transfers from another debit card you own, loading funds at supported retail locations, and receiving transfers from other cardholders. We may add or remove Funding Sources at any time. For a list of the current Funding Sources authorized for use with your Card, access the Program Partner Account or reference the attached Exhibit 1 "Fees". The Card is not a charge card, credit card or a gift card and may not be gifted, sold, or transferred. Additional terms and conditions that apply, and rights that you possess regarding specific Funding Sources are set forth in Section 5 below. You will not receive any interest on any funds in the Transaction Account, but funds deposited in your Transaction Account will be eligible for FDIC insurance pursuant and subject to applicable law. The expiration date of the Card is listed on the Card. However, the funds in your Transaction Account will not expire, regardless of the expiration date listed on the Card. If your Transaction Account is inactive, all remaining funds in the account are subject to state abandoned property laws, whereas the funds may be surrendered to your state of residence as prescribed by Applicable Law. The Card will remain the property of the Bank and must be surrendered by you upon demand. We may cancel, repossess, or revoke the Card at any time without prior notice, subject to applicable law. We have no responsibility for failure of any machine, merchant, financial institution, or any other party to honor your Card.

3. No Authorized Users. Except where prohibited by law, you are responsible for all authorized transactions initiated and fees incurred by use of the Card. You may not permit anyone else to use your Card. Without limiting the foregoing, if you permit another person to have access to the Card, this will be treated as if you authorized such use, and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms of this Agreement and other applicable law.

4. Using the Card and Transaction Account; Funding Sources; Transaction Limits

a. Subject to the limitations set forth in this Agreement, you may use your Card to purchase goods or services wherever your Card is honored, considering the Transaction Account has adequate funds available and the aggregate purchases do not exceed the transaction limits identified in Exhibit 2 "Transaction Limits". You may incur Fees associated with some of these transactions. For fee information, see Exhibit 1 attached to this Agreement or log in to your Program Partner Account.

b. Before using your Card, you must enable one or more Funding Sources for your Card and Transaction Account through the Servicer Platform or the Program Partner Platform.

If it is available to you and you choose to use your Funding Source as a bank account you own (a "Linked Account"), when you provide us with your Linked Account bank account number and bank routing number information and authorizing us to debit funds from your Linked Account through the Servicer Platform is the legal equivalent of physically signing an authorization to debit your Linked Account via Automated Clearing House ("ACH") with us. If you add a Linked Account as a Funding Source and designate it as your primary Funding Source, you promise us that you are the legal owner of the Linked Account, that you are authorized to transfer funds from the Linked Account into the Transaction Account. If you have enabled a Linked Account as your primary Funding Source and you do not have sufficient funds in your Linked Account or your Transaction Account, payments using your Card may be declined and your payment will not be processed.

If it is available to you and you choose to fund your Card and your Transaction Account via direct deposit as a Funding Source. You acknowledge and agree that neither we nor Servicer provide direct deposit services in connection with your Card and Transaction Account, and you are solely responsible for any losses you incur that result from choosing to fund your Transaction Account via direct deposit. Your eligibility to fund your Transaction Account by direct deposit is determined solely by the directe deposit provider and may require you to: (i) enter into a direct deposit authorization agreement between you and your direct deposit provider and (ii) provide the direct deposit provider with the correct Transaction Account or Card account information. We will have no liability to you for a failure to transfer your direct deposit funds into your Transaction Account in a timely manner or at all.

c. If we are unable to access funds from the Transaction Account or your specified Funding Source to pay amounts you owe, you agree that you will reimburse us (i) immediately, upon demand, for the transaction amount to the extent that we sent a payment to the payee on your behalf; (ii) for any fees imposed on us as a result of the failed transaction; and (iii) for any fees we incur in attempting to collect the amount of the transaction from you. We are not responsible for any overdraft fees, over-the-limit fees, or insufficient fund charges (including finance charges, late fees, or similar charges) imposed on you by your Funding Source account provider that result from your failure to maintain a balance in the Funding Source account that is sufficient to fund all payments or transfers you initiate to the Transaction Account.

d. With your PIN, the Card may be used to obtain cash at any Automated Teller Machine ("ATM") in the U.S. or internationally displaying the Mastercard, Maestro, Accel, MoneyPass, or Cirrus acceptance marks, which are subject to (1) possible fees indicated by accessing the Program Partner Account or Exhibit 1 "Fees" and (2) the applicable daily cash withdrawal limits identified in Exhibit 2 "Transaction Limits". ATM owner-operators may impose their own fees and lower limits on cash withdrawals. All ATM transactions are treated as cash withdrawal transactions and subject to your daily cash withdrawal limit. You may use

your PIN to make purchases at any Point of Sale (“POS”) device that bears the Mastercard or Accel acceptance marks, as permitted by a merchant, and subject to your daily purchase limit.

e. You may use the Card to conduct transactions on international merchant websites or mobile applications, and any international POS locations, provided the merchant accepts the Mastercard logo. All international debits to your Transaction Account will be posted in U.S. dollars. Transactions you make in a foreign currency are converted into U.S. dollar amounts by Mastercard, using its then-current currency conversion procedure and rate. The currency conversion rate used on the processing date may differ from the rate in effect on the transaction date or periodic statement posting date. Foreign transactions are subject to foreign transaction fees and will be included in the amount charged to your Transaction Account. For details on applicable Foreign Transaction Fees, reference the attached Exhibit 1 "Fees".

f. If you initiate a transaction without presenting your Card (such as for a mail order, internet, or telephone purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of such transactions you make.

g. The total amount of purchases, funding transfers and cash withdrawals (including withdrawals inside a bank office) that you can perform in any single day or over any other period is limited to the amounts defined by accessing the Program Partner Account or referencing the attached Exhibit 2 "Transaction Limits". For security reasons, we may further limit the number or dollar amount of transactions you can make with your Card, and we may, at our discretion, modify any such limits from time to time without notice to you for security reasons or to prevent fraud. Otherwise, we will notify you of any change in the manner provided in Section 19. We may change Card limits pursuant to periodic review of your Transaction Account history, activity, and other factors. We retain sole discretion to apply and change limits. Except as required by applicable law, other limits may apply, as may be described on or in Servicer's and Program Partner's respective Platforms.

h. Digital Wallet. We may give you the opportunity to use a virtual Card through a third-party wallet service. If we do, you may be required to accept additional terms and conditions regarding your use of the virtual Card. We are not responsible for any third-party wallet service**. Please see Exhibit 3 for more details.**

5. Split Transactions and Authorization Holds

a. Split Transactions*.* If you do not have sufficient funds in your Transaction Account, you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with cash or another card. These are called “split transactions.” Some merchants do not allow cardholders to conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash. If you fail to inform the merchant that you would like to complete a split transaction before swiping your Card, your Card is likely to be declined.

b. Authorization Holds. When you use your Card to purchase goods or services or to make a cash back withdrawal transaction, the merchant may attempt to obtain preauthorization for the transaction. If the merchant makes such a request, a “hold” is placed on your Transaction Account balance for the amount of the preauthorization request (which may vary in some cases from the amount of the actual purchase,

depending on the merchant or purchase type), until the merchant sends the final payment amount of your purchase, or for up to sixty (60) days, even if you fail to make the purchase. During the hold period, you may not have access to the preauthorized amount in your Transaction Account. We will not be responsible if any transactions are not completed because of the hold. If the preauthorization request varies from the amount of the actual transaction, the actual transaction amount will be debited from your Transaction Account, even if this results in your Transaction Account balance becoming negative. You remain responsible for any negative balances in your Transaction Account. If you use the Card at an automated fuel dispenser ("pay at the pump"), the transaction may be preauthorized for an amount up to $175.00. If the Card is declined, but you have sufficient funds available in your Transaction Account, you should use the Card to pay for the purchase inside with the cashier. If you use the Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the merchant may preauthorize the transaction for the purchase amount plus up to 20% to ensure there are sufficient funds available to cover tips or incidental expenses incurred. You do not have the right to stop payment on any purchase or payment originated using the Card.

6. Obligation for Negative Balances. Each time you initiate a Card transaction, you authorize the Bank to reduce the funds available in your Transaction Account by the amount of the transaction and all associated fees. You are not allowed to exceed the available amount in your Transaction Account through an individual transaction or a series of transactions (creating a "Negative Balance"). Nevertheless, if any transactions cause the balance in your Transaction Account to go negative, including any purchase transactions where the retailer or merchant does not request authorization, you will remain fully liable to us for the amount of any Negative Balance and any corresponding transaction fees. If we are unable to collect amounts you owe us by debiting or charging your primary Funding Source, we reserve the right to bill you directly for any Negative Balance or to recoup such Negative Balance from any other Card we have issued to you. You agree to pay us promptly for the Negative Balance and any related fees. We also reserve the right to cancel your Card if you create one or more Negative Balances with your Card. If you fail to pay us amounts owed under this Agreement, we may refer your Transaction Account and collection of amounts owed to a collection agency.

7. Recurring Transactions. If you intend to use your Card for recurring transactions, you should monitor your Transaction Account balance to ensure you have sufficient funds available to cover the transactions. "Recurring transactions" are transactions that you authorize in advance to be charged to your Card at substantially regular intervals. We are not responsible if a recurring transaction is declined because you have not maintained a sufficient balance in your Transaction Account to cover the transaction. If these recurring transactions vary in amount, the recipient of the recurring transaction should inform you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set. If you have provided instructions for recurring transactions from your Transaction Account, you can stop the payment by notifying us verbally or via email by using the cardholder support contact information at least three (3) business days before the scheduled date of the transfer. Note that verbal notifications may require submission of a written request within fourteen (14) days after the verbal request in writing and deliver it to us within fourteen (14) days after you call. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, we will be liable to you for the amount of the transaction. If you have authorized a merchant to make the recurring transaction, you also should contact the applicable merchant to stop the recurring transaction.

8. Transaction Account Statements. You may obtain information about the amount of funds available in your Transaction Account, including a 12-month history of Card transactions, by logging in to the Program Partner Platform. Per the terms of section 19, we will not provide you with paper statements. You are responsible for keeping track of your available Transaction Account balance. Merchants generally will not be able to determine your available Transaction Account balance when you make purchases.

9. Returns and Refunds. Neither we nor our Servicer is responsible for the delivery, quality, safety, legality or any other aspects of the goods or services you purchase from others with the Card. If you have a problem with a purchase you made with the Card, or if you have a dispute with the merchant, you must handle it directly with the merchant. If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to your Transaction Account for refunds and agree to the refund policy of the merchant. The amounts credited to your Card for refunds may not be available for up to five (5) days from the date the refund transaction occurs.

10. Receipts. You should get or request a receipt at the time you make a transaction or obtain cash using your Card. You agree to retain your receipts to verify your transactions. You can get a receipt at the time you make any transfer from your Transaction Account using an ATM terminal.

11. Card Cancellation, Suspension and Limits and Card Replacement. We reserve the right, in our sole discretion, to limit your use of the Card, including limiting or prohibiting specific types of transactions. The Bank may refuse to issue a Card, revoke Card privileges, or cancel your Card with or without cause or notice, other than as required by applicable law. If you would like to cancel the use of your Card, you may do so by notifying us verbally or via email by using the cardholder support contact information. You agree not to use or allow others to use an expired, revoked, canceled, suspended or otherwise invalid Card. The cancellation of Card privileges will not otherwise affect your rights and obligations under this Agreement. Not all services described in this Agreement are available to all cardholders or at all locations. We reserve the right to limit, at our sole discretion, the provision of any such services to any cardholder or in any location. Any offer of a service in this Agreement will be deemed void where prohibited. We can waive or delay enforcement of any of their rights under this Agreement without losing them.

If you need to replace the Card for any reason, notify us verbally or via email by using the cardholder support contact information to request a replacement. You will be required to provide personal information which may include the 16-digit Card number, and if applicable, your full name and knowledge of the Card transaction history. If you believe the Card has been lost or stolen, you may immediately disable it by notifying us verbally or via email by using the cardholder support contact information. We may cancel any Card that has been disabled for sixty (60) calendar days or inactive for one (1) year.

12. Confidentiality. The Bank may disclose your personal information and information about the legal entity that owns the Transaction Account to Servicer, Program Partner, and other third parties about your Card or the transactions you make using your Card: (a) where it is necessary to complete transactions; (b) to verify the existence and condition of your Card for a third party, such as a merchant; (c) to comply with government agency, court order, or other legal reporting requirements; (d) if you give the Bank your written permission; (e) to our and the Bank's employees, auditors, affiliates, service providers, or attorneys as needed; (f) to collect funds you may owe us; and (g) as otherwise provided in the Bank's Privacy Policy, the Servicer Privacy Policy, and your Program Partner's Privacy Policy, respectively.

13. Our Liability for Failure to Complete Transactions. We may decline to authorize a transaction for any reason, and we are not responsible for any losses you may incur if we do not authorize a transaction. You understand that any person may deny acceptance of or refuse to accept your Card and we are not responsible for such denial or refusal. In no event will Bank or Servicer be liable for indirect or consequential damages (including lost profits), extraordinary damages, special or punitive damages. Neither Bank nor Servicer will be liable, for instance: (a) if, through no fault of Servicer or of the Bank, you do not have enough funds available in your Transaction Account to complete the transaction; (b) if a merchant refuses to accept your Card or provide cash back; (c) if an ATM where you are making a cash withdrawal does not have enough cash; (d) if an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction; (e) if access to your Card has been blocked after you reported your Card lost or stolen; (f) if there is a hold or your funds are subject to legal process or other encumbrance restricting their use; (g) if Servicer or the Bank has reason to believe the requested transaction is unauthorized; (h) if circumstances beyond Servicer or the Bank's control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that Servicer or the Bank has taken; or (i) any other exception stated in this Agreement with you.

14. Lost or Stolen Cards or Unauthorized Transfers. If you believe your Card or PIN has been lost, stolen or compromised, or if you believe an electronic transfer has been made using the information from your Card or Transaction Account without your permission, notify us verbally or via email by using the cardholder support contact information immediately.

15. Your Liability for Unauthorized Transactions. A transaction is unauthorized if it is not initiated by you, you did not give permission to make the transaction, or you do not benefit from the transaction in any way. In all cases, our liability for an unauthorized transaction is limited to reimbursing you for the face amount of the unauthorized transaction and any corresponding fees, except as otherwise required by applicable law. We may suspend or cancel your Card or corresponding Transaction Account in the event of excessive reports of Card loss or theft.

If you become aware of, or your Transaction Account statement shows transactions you did not make, notify us at once utilizing the procedures documented in Section 16 (Your Right to Dispute Errors) and you will not be liable for unauthorized uses for loss theft or unauthorized use of your Card, subject to the following conditions. You will not be held responsible for unauthorized transactions if: (1) You have used reasonable care in protecting your card from loss or theft; (2) You agree to cooperate completely with us and Servicer in attempts to recover funds from unauthorized users and to assist in their prosecution; and (3) You promptly reported loss or theft to your financial institution. However, we are unable to reimburse an unauthorized transaction if: (1) You do not notify us within sixty (60) days after you become aware of the transaction or after the statement was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time; (2) You share your Card(s) or PIN with another person, use of your Transaction Account by that person as it may be considered as authorized; or (3) You authorize another person to use your Card or Access Code(s), you agree that you will be liable for all transactions arising from use of the Card or Access Code(s) by such person except as otherwise set forth in this Agreement. Zero Liability does not apply to Mastercard payment cards that are used for commercial purposes.

Pending the legitimacy of an unauthorized transaction claim, replacement funds may be provided on a provisional basis and may be withheld, delayed, limited, or rescinded by your issuer based on gross

negligence or fraud, a delay in reporting unauthorized use, an investigation and verification of a claim, and account standing and history. The Bank may deactivate or reissue Card(s) or Access Code(s)to prevent future losses, but only after you have provided such proof and security or indemnification as the Bank may require.

16. Your Right to Dispute Errors. When an unauthorized transaction or other error occurs in the Transaction Account, including unauthorized transactions that occur because the Card has been lost or stolen, we will cover you for the amount described in Section 16 of every eligible unauthorized transaction or other error as long as you follow the procedures described in this Section 16. We must hear from you no later than sixty (60) days after the FIRST statement is available to you on which the problem or error appeared.

1. Tell us your name and Card Number.
2. Describe the error or transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing. We will review the information submitted in a commercially reasonable manner, but because the Transaction Account and Card are commercial products, you are not entitled to and we are not obligated to follow the requirements or obligations of the Electronic Funds Transfer Act and Regulation E, which only apply to consumer accounts and cards. If you need more information about our error resolution process, notify us verbally or via email by using the cardholder support contact information.

17. Arbitration; Jury Trial and Class Action Waiver

a. This Section 17 constitutes your agreement to arbitrate ("**Arbitration Agreement**") all disputes arising under or in connection with this Agreement and your relationship with us (collectively, a "**Claims**"). This includes Claims made by us against you, by you or anyone connected to you against us (and "us" includes Servicer and Program Partner) or any of our subsidiaries, affiliates, agents, employees, predecessors, successors, or assignees. Arbitration is often used to resolve Claims more efficiently than a trial, particularly where the amount of the Claims is small. YOU ARE WAIVING THE RIGHT TO LITIGATE A CLAIM IN COURT AND TO HAVE A JURY TRIAL ON ANY CLAIM. ANY ARBITRATION UNDER THIS AGREEMENT WILL ONLY BE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATIONS WITH OTHER ARBITRATIONS ARE NOT PERMITTED. AN ARBITRATOR CAN AWARD RELIEF ONLY ON AN INDIVIDUAL BASIS. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR AS A PRIVATE ATTORNEY GENERAL RELATING TO ANY CLAIM AGAINST BANK, SERVICER AND PROGRAM PARTNER RELATED TO THIS AGREEMENT.

b. All Claims will be decided finally and exclusively by binding individual arbitration with a single arbitrator administered by the American Arbitration Association ("**AAA**") according to this provision and the AAA rules and procedures, including Commercial Arbitration Rules (collectively, the "**AAA Rules**"), which may limit the discovery available to you or to us. You can obtain copies of the AAA Rules and forms by contacting AAA at 1-800-778-7879 or www.adr.org. Unless the parties to the arbitration agree otherwise, any arbitration hearings will take place in Stamford, Connecticut. The arbitrator will apply applicable

substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1-16 ("**FAA**") and applicable statutes of limitations and will honor claims of privilege recognized at law.

c. The arbitrator's award will be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. While an arbitrator may award declaratory or injunctive relief, the arbitrator may do so only with respect to the individual party seeking relief and only to the extent necessary to provide relief warranted by the individual party's Claims. The arbitrator's decision and judgment criteria will not have a precedential or collateral estoppel effect on Claims asserted by any individual or entity who was not party to the arbitration. If any provision of this Arbitration Agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced (but in no case will there be a class or representative arbitration). This Arbitration Agreement will be governed by the FAA. If a court or arbitrator decides that this Arbitration Agreement cannot be enforced as to a particular Claim for relief, then that Claim (and only that Claim) must be severed from the arbitration and may be brought in court. The arbitrator alone will have the authority to interpret the scope and enforceability of this Arbitration Agreement, except that any Claim concerning the scope or enforceability of the prohibition on class, collective, or representative Claims, or Claims in arbitration for public injunctive relief, will be resolved by the state and federal courts in Connecticut in accordance with Connecticut law. All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

d. ARBITRATION OPT-OUT: IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE CARD, OR IF IT HAS ALREADY BEEN ACTIVATED, NOTIFY US VIA EMAIL BY USING THE CARDHOLDER SUPPORT CONTACT INFORMATION TO CANCEL YOUR CARD AND YOUR TRANSACTION ACCOUNT.

18. Other Terms.

a. The Card and Transaction Account and your obligations under this Agreement may not be assigned. The Bank may transfer its rights under this Agreement without your consent. Use of the Card and Transaction Account is subject to all applicable rules and customs of the Mastercard payment network and of any clearinghouse or other association involved in transactions. The Bank does not waive its rights by delaying or failing to exercise them at any time. If any provision of this Agreement will be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement will not be affected. This Agreement will be governed by the laws of the State of Connecticut except to the extent governed by federal law.

b. We may revise the terms and conditions of this Agreement by posting a revised version here: www.aptopayments.com/legal. We will notify of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we or our Servicer can implement such change without prior notice. We may cancel or suspend the Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us or to the Servicer. Your termination of this Agreement will not affect any of our or the Servicer's rights or your obligations arising under this Agreement prior to termination. In the event your Card or Transaction Account is canceled, closed, or terminated for any reason, any remaining available funds associated with the Transaction Account will be returned to you, subject to any contrary provision in this Agreement and applicable law.

C. INDEMNIFICATION. YOU AGREE TO DEFEND, INDEMNIFY, AND HOLD HARMLESS BANK, SERVICER, PROGRAM PARTNERS, AND THEIR RESPECTIVE AFFILIATES (COLLECTIVELY, THE "INDEMNIFIED PARTIES"), AND ALL INDEMNIFIED PARTIES' EMPLOYEES, CONTRACTORS, OFFICERS, AND DIRECTORS AGAINST ANY AND ALL CLAIMS, SUITS, DAMAGES, COSTS, LAWSUITS, FINES, PENALTIES, LIABILITIES, AND EXPENSES (INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES) THAT ARISE FROM YOUR VIOLATION OF THIS AGREEMENT, APPLICABLE LAW, OR ANY THIRD-PARTY RIGHTS OR YOUR FRAUD OR INTENTIONAL MISCONDUCT. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL COOPERATE IN ASSERTING ANY AVAILABLE DEFENSES.

D. OUR LIABILITY TO YOU IS LIMITED. EXCEPT AS OTHERWISE PROVIDED IN THESE TERMS AND SUBJECT TO APPLICABLE LAW, IN NO EVENT WILL BANK OR SERVICER BE LIABLE TO YOU OR TO ANYONE ELSE FOR ANY LOST PROFITS OR DAMAGES WHATSOEVER, INCLUDING, BUT NOT LIMITED TO ANY DIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, CONSEQUENTIAL OR PUNITIVE DAMAGES, REGARDLESS OF THE LEGAL THEORY OR OTHER DAMAGES ARISING OUT OF (A) ANY TRANSACTION CONDUCTED THROUGH OR FACILITATED BY THE CARD OR THE TRANSACTION ACCOUNT; (B) ANY CLAIM ATTRIBUTABLE TO ERRORS, OMISSIONS, OR OTHER INACCURACIES IN THE TRANSACTION ACCOUNT OR CARDS DESCRIBED OR PROVIDED TO YOU, (C) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA, OR (D) ANY OTHER MATTER RELATING TO THE TRANSACTION ACCOUNT AND CARD DESCRIBED OR PROVIDED TO YOU, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF YOU ARE DISSATISFIED WITH THE TRANSACTION ACCOUNT OR THE CARD, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USING THE TRANSACTION ACCOUNT OR CARD. IN THOSE STATES WHERE THE EXCLUSION OR LIMITATION OF LIABILITY FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES MAY NOT APPLY, ANY LIABILITY OF BANK AND SERVICER, AND THEIR RESPECTIVE OWNERS, DIRECTORS, OFFICERS AND AGENTS IN THOSE STATES IS LIMITED AND WARRANTIES ARE EXCLUDED TO THE GREATEST EXTENT PERMITTED BY LAW, BUT WILL IN NO EVENT EXCEED ONE HUNDRED DOLLARS ($100.00).

e. Some of the terms of this Agreement will remain in effect even after you have stopped using the Card and have closed your Transaction Account. These terms include Section 7 (Negative Balances); Section 13 (Confidentiality); Section 17 (Arbitration; Jury Trial and Class Action Waiver); and this Section 18 (Other Terms).

19. E-Signature and Electronic Disclosure Consent Terms.

a. E-Sign Consent. Bank, Servicer and their respective affiliates and third-party service providers may provide you with certain communications, notices, agreements, Transaction Account statements, or disclosures in writing ("Communications") regarding the Transaction Account and Cards. Your agreement to these E-signature and Electronic Disclosure Consent Terms confirms your ability and consent to receive Communications electronically from Bank, Servicer and their respective affiliates and third-party service providers rather than in paper form, and to the use of electronic signatures in our relationship with you ("Consent"). If you choose not to agree to this Consent or you withdraw your consent, you may be restricted from using the Services.

b. Electronic Delivery of Communications. Under this Consent, we may provide all Communications electronically by email to cardsupport@aptopayments.com, or to the mobile phone number you provided

as part of your application for the Transaction Account or Card, or by making them accessible via a Servicer-powered website or mobile application. Communications include (i) agreements and policies required to use the Transaction Account and the Card (e.g., this Agreement, the Bank Privacy Policy, and the Servicer Privacy Policy), (ii) the Transaction Account balances and transaction history, and Transaction Account statements, (iii) required federal and state documents, and (iv) any other written Communications between you and us. We may also use electronic signatures and obtain them from you.

c. System Requirements. To access and retain the electronic Communications, you will need the following:

- A mobile device with Internet or mobile connectivity.
- A recent device operating system that supports text messaging, email, downloading, and applications from the Apple App Store or Google Play store.
- The most recent versions of Apple Safari or Google Chrome on iOS or Google Chrome for Android OS.
- The Servicer-powered mobile application.

d. Withdrawal of Consent to Electronic Communications. You may withdraw your Consent to receive electronic Communications at any time, by notifying us via email by using the cardholder support contact information. However, withdrawal of your consent to receive electronic Communications may result in termination of your access to your Transaction Account and your Card. Any withdrawal of your Consent will be effective after a reasonable period of time for processing your request.

e. Updating your Mobile Phone Number or Email. You can change your mobile phone number or email address by notifying us via email by using the cardholder support contact information.

f. Telephone Communications. We, Servicer and Program Partner may record or monitor any telephone conversations with you. If we do record, we do not have to keep the recordings, unless applicable law says that we must. When you give us your mobile number, we have your Consent to contact you at that number about your Card and Transaction Account. Your Consent allows us to use text messaging, artificial or prerecorded voice messages, and automatic dialing technology for informational and service calls, but not for telemarketing or sales calls. This Communication may include contact from companies working on our behalf to service your Transaction Account. Message and data rates may apply. You may change these texting and messaging preferences by notifying us via email by using the cardholder support contact information.

Exhibit 1

Fees

All Fees	Amount	Details
Get Started		
Card Account Purchase Fee	$0	Fee charged to obtain the card
Card Account Activation Fee	$0	Fee charged for card activation
Card Account Registration Fee	$0	Fee charges for account registration
Add Money		
Bank-to-Card Transfer	$0	
Spend Money		
POS PIN Debit Purchase	$0	Fee charged for POS PIN debit purchase
POS Signature Purchase	$0	Fee charged for POS signature debit purchase
Bank Teller Withdrawal	$0	Fee charged for Bank Teller withdrawal
POS PIN Purchase (Declined)	$0	Fee charged for POS PIN purchase (Declined)
POS Signature Purchase (Declined)	$0	Fee charged for signature purchase (Declined)
Get Cash		
ATM Withdrawal In-Network (US)	$2.00	Fee applies to transactions done at In-Network ATMs (US)
ATM Withdrawal Out-of-Network (US)	$2.00	Fee applies to transactions done at Out-of-Network ATMs (US)
ATM Withdrawal (Declined)	$0	No fee charged for ATM Withdrawal (Declined)
Information		
Automated System Customer Service	$0	Fee charged for Automated System Customer Service
Live Agent Customer Service Fee	$0	Fee charged for Live Agent Customer Service
ATM Balance Inquiry	$0	Fee charged for ATM Balance Inquiry
Using your card outside the U.S.		
ATM Withdrawal (Int'l)	$2.00	Fee charged for International ATM Withdrawal
ATM Withdrawal (Declined) (Includes Foreign Transaction Fee)	$0	Fee charged for International ATM Withdrawal (Declined)
POS PIN Debit Purchase (Includes Foreign Transaction Fee)	3.00%	Fee charged for International POS PIN Debit purchase
POS Signature Purchase (Includes Foreign Transaction Fee)	3.00%	Fee charged for International POS Signature Debit purchase

POS PIN Purchase (Declined) (Int'l)	$0	Fee charged for International POS PIN Purchase (Declined)
POS Signature Purchase (Declined) (Int'l)	$0	Fee charged for International POS Signature Purchase (Declined)
Other		
Inactivity Fee	$0	Fee charged for inactivity
Insufficient Funds/NSF Fee	$0	Fee charged for insufficient funds
Close Card	$0	Fee charged for closing card
Replace Card	$0	Fee charged to process and distribute a replacement card

To be eligible for FDIC insurance and other protections, you must register and activate your Card with us. We will hold the funds you transfer to your Transaction Account at Patriot Bank, N.A., an FDIC-insured financial institution. Once there, your funds will be insured up to $250,000 by the FDIC in the event that Patriot Bank fails, and if specific deposit insurance requirements are met. See fdic.gov/deposit/deposits/prepaid.html for details.

For general information about your Card and Transaction Account, visit cfpb.gov/prepaid. If you have a complaint about your Card and Transaction Account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit cfpb.gov/complaint.

Cardholder Contact Information

Contact us by calling 1-855-459-0326 or by email at apto.cardsupport@qenta.com.

Email Support: Monday - Friday 7am - 8pm PST. Saturday and Sunday 8am-5pm PST
Phone Support: Monday - Friday 9am- 5pm PST

Your purchase transactions may be subject to additional fees from your Funding Source provider or from individual merchants. These fees are not assessed or received by us and are not included in the above list.

Exhibit 2

TRANSACTION LIMITS

All Limits	Amount	Details
Get Cash		
Daily ATM withdrawal amount	$500.00	Total daily maximum withdrawal amount
Daily ATM number of withdrawal transactions	10	Total daily maximum number of ATM withdrawals
Maximum ATM withdrawal amount (US)	$500.00	Maximum amount of a single ATM withdrawal (US)
Spend Money		
Daily maximum purchases amount	$5,000.00	Total daily maximum amount of purchases
Daily maximum number of purchases	15	Total daily maximum of number of purchases
Maximum amount of purchase	$5,000.00	Maximum amount for a single purchase

Exhibit 3

Digital Wallet Terms

a. Digital Wallets. These terms apply to you if you add or attempt to add your Card to Apple Pay, Samsung Pay, Google Wallet, or any other digital wallet that we elect to support (each, a "Digital Wallet"). The terms of the Cardholder Agreement and the terms and conditions ("Digital Wallet Terms") of your Digital Wallet provider ("Digital Wallet Provider") will also apply. Do not add your Card to a Digital Wallet and do not make purchases with your Card through a Digital Wallet if you do not agree to these Digital Wallet terms and the applicable Digital Wallet Provider Terms.

b. Availability of a Digital Wallet and Your Eligibility. One or more Digital Wallet Providers may make a Digital Wallet available to you to make purchases. Not all merchants accept Digital Wallets as a payment method, and some Digital Wallets do not support all of the Card features we provide you. We may also limit the use of your Card in a Digital Wallet: (i) if your Card, Transaction Account, or Program Partner Account is not in good standing; (ii) if you are restricted due to limitations on your use imposed by your Digital Wallet Provider, mobile provider or any third party associated with your Digital Wallet; (iii) if we do not support the Digital Wallet or Digital Wallet Provider; or (iv) for any other reason determined by us in our sole discretion.

c. Digital Wallet Provider Relationship. We enter into agreements with supported Digital Wallet Providers to permit you to add your Card, but neither we nor any of our third-party service providers is responsible for providing Digital Wallets to you, nor do we own, control, have access to, or operate your Digital Wallet. As such, we are not responsible or liable for any service provided to you by your Digital Wallet Provider or any third party that supports your Digital Wallet or your Digital Wallet Provider, or for any failure of or performance of your Digital Wallet or your Digital Wallet Provider's products or services. Digital Wallet Providers may also require you to use a compatible mobile device to access the Digital Wallet (the "Supported Devices"). We do not control or endorse the installation of any Digital Wallet on your Supported Device. Visit the Digital Wallet Provider for Terms of Service.

d. Digital Wallet Support. We are not responsible for, and do not provide support or assistance for any Digital Wallet or Digital Wallet Provider's software, systems, products or services (including any Digital Wallet or Supported Device). Contact your Digital Wallet Provider if you have questions about the use of a Digital Wallet or the operation of a Supported Device. We are not responsible or liable to you for: (i) providing Digital Wallet services to you; (ii) any failure of the Digital Wallet or any Supported Device; (iii) your inability to use, or the unavailability of the Digital Wallet to make a payment in connection with any transaction; (iv) the performance or nonperformance of the Digital Wallet, Digital Wallet Provider or any third party providing services on behalf of such Digital Wallet or Digital Wallet Provider; (v) any loss, injury or inconvenience that you sustain as a result of matters addressed subparts (i) through (iv) of this Section; or (vi) the security, accuracy, legality, appropriateness or any other aspect of the content or function of a Digital Wallet, Digital Wallet Provider's or any third party's products or services.

e. Adding your Card to a Digital Wallet. By registering your Card with a Digital Wallet, you authorize us to share your Card and Transaction Account information with the Digital Wallet Provider and the applicable payment networks. We and your Digital Wallet Provider will transmit and store your information according to the Digital Wallet and payment card network procedures for your Supported Device. You will be required to complete this process for each Digital Wallet and for each Card, and we

may require you to take additional steps to authenticate yourself before we permit the Digital Wallet Provider to add your Card to a Digital Wallet. We may also permit your Authorized Users to add your Card to a Digital Wallet, and any such transactions using the Card with such Digital Wallet are covered by this Agreement. If your physical plastic Card is lost or stolen and your Supported Device is not lost or stolen, we may require you to add the new physical plastic Card to a Digital Wallet. If your Supported Device is lost or stolen, you will need to add your Card to a Digital Wallet on a new Supported Device. We do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your Supported Device or the Digital Wallet. You are responsible for choosing the Supported Device, and for all issues relating to the operation, performance and costs associated with such Supported Device. You authorize your mobile operator or your financial institution to disclose your mobile number, name, address, email, network status, customer type, customer role, billing type, account activation date and device make and model, where provided, in accordance with your mobile operator's or our Privacy Policy, to allow verification of your identity and for fraud prevention purposes.

f. Using Your Card with a Digital Wallet. By adding your Card to a Digital Wallet, you are creating a virtual or digital version of your Card to enable you to make payments at any merchant that accepts the Digital Wallet and Card. You may also (i) make contactless payments at merchants who accept the Digital Wallet and the Card and have physical point-of-sale terminals or card readers that accept contactless payments; (ii) make in-app purchases or purchases through merchants' websites where permitted; and (iii) use other services that are offered by the Digital Wallet Provider. We reserve the right for any reason to change the digital representation of your Card in the Digital Wallet and to discontinue your use of your Card with any Digital Wallet at any time.

g. Supported Devices. You are required to have a Supported Device to use your Card in a Digital Wallet. Your Digital Wallet Provider, in its sole discretion, will determine which mobile device is a Supported Device that is eligible to be used with a Digital Wallet under this Agreement. Any mobile device that is unlocked in an unauthorized fashion ("jailbroken") or otherwise altered or modified are not Supported Devices under this Agreement and you may not use any such mobile device with any Digital Wallet under this Agreement. You acknowledge that use of any ineligible, non-supported mobile device with any Digital Wallet is expressly prohibited, constitutes a breach of the terms and conditions of this Agreement and is cause for us to temporarily suspend, permanently terminate, or otherwise restrict or deny your further access to, attempted use of or use of your Card in any Digital Wallet. We will not be liable to you (or any third party or otherwise) for such suspension, restriction, or termination.

h. Transaction History. The Digital Wallet may display your Card transaction history on your Supported Device. The transaction history does not reflect any post-authorization activities (e.g., settlement, foreign currency exchange, chargebacks, etc.). The details for your Card transaction history available in your Digital Wallet may not match the amount that ultimately clears, settles, and posts to your Transaction Account, or any other actual transaction details. All transactions you initiate using the Card or Digital Wallet must comply with all federal, state, and local laws, rules, and regulations applicable to you, including any applicable tax laws and regulations, and you must not use your Card through a Digital Wallet for any fraudulent undertaking or in any manner so as to interfere with the operation of a Digital Wallet.

i. Digital Wallet Fees. We do not charge you any fees to add a Card to or use your Card to make purchases through a Digital Wallet. However, Digital Wallet Providers, mobile operators, data service providers, and any other or other third parties authorized by you may charge you fees in connection with your use of a Digital Wallet. You agree to be solely responsible for all such fees and agree to comply with any limitations and restrictions relating to a Digital Wallet or your Supported Device. We reserve the right to institute or

change a fee to add a Card to a Digital Wallet, or to use a Card in connection with a Digital Wallet after sending you prior notice.

j. Third-Party Agreements and Merchant Relationships. Each Digital Wallet Provider, your mobile operator and other third-party websites or services that support the Digital Wallet have their own terms and conditions and privacy policies ("Third-Party Agreements"), and you are subject to those Third-Party Agreements when you give them your personal information, use their services, or visit their respective sites. Merchants may present certain discounts, rebates, or other benefits to you in a Digital Wallet (the "Promotions"). Promotions are subject to separate terms and conditions and are subject to change at any time and without notice to you from the provider, and we are not responsible for making Promotions available to you. We will not be liable for any loss or damage as a result of any interaction between you and a merchant relating to Promotions. Subject to applicable law and this Agreement, all matters, including delivery of goods and services, returns and warranties, are solely between you and the applicable merchants. We do not endorse or warrant the merchants that are accessible through a Digital Wallet or the Promotions that they provide.

k. Compromised Supported Device. In addition to the security procedures described elsewhere in this Agreement, you are solely responsible for maintaining the confidentiality of your Digital Wallet Provider credentials and any other means that you may use to securely access your Digital Wallet or your Supported Device. If another person's biometric identifier is loaded onto a Supported Device, you must take immediate steps to ensure that the biometric identifier is removed from the Supported Device, otherwise any transaction using such Supported Device by a person to whom you have granted access will not be an unauthorized transaction for the purposes of determining liability. Similarly, if you provide your user ID, PIN or password necessary to access your Supported Device, you must take immediate steps to change such user ID, PIN or password to ensure no third party has access to or knows such user ID, PIN or password. Otherwise, any transaction using such Supported Device by a person to whom you provide your user ID, PIN or password will not be an unauthorized transaction for the purposes of determining liability. If your PIN, biometric authentication, or other passcode is compromised or your Card has been used through a Digital Wallet without your permission, or you have a Supported Device and it has been lost or stolen, you must notify us immediately. If you fail to notify us without delay, you may be liable for part or all of the losses in connection with any unauthorized use of your Card in connection with that Digital Wallet. You should notify us by calling the number on the back of your Card or in the app you use to manage your Card.

l. Suspension; Cancellation of Digital Wallet Services. We reserve the right to discontinue offering or supporting any Card with any Digital Wallet. Except as otherwise required by applicable law, we may block, restrict, suspend, or terminate the use of your Card at any time without notice and for any reason, if we suspect fraudulent activity or as a result of cancellation or suspension of your Card account. You agree that we will not be liable to you if your Digital Wallet Provider or any third-party blocks, cancels or terminates your use of the Card or Digital Wallet services. You may remove one or more of your Cards from your Digital Wallet at any time by following the instructions in your Digital Wallet or by calling the number on the back of your Card.

m. Use Your Card with a Digital Wallet. You understand and agree that we are granting you a non-exclusive, non-sublicensable, non-transferable, personal, limited license to install and use your Card with the Digital Wallet on a Supported Device solely in accordance with the terms and conditions of this Agreement. The license is limited to use on a Supported Device that you own and control and as permitted by any applicable Digital Wallet Terms. This license does not allow you to use your Card on any devices

that you do not own or control (or for which you do not have authorization to install or run the Digital Wallet, such as where prohibited by applicable security policies), and you may not distribute or make any Card or the Digital Wallet available over a payment network where it could be used by multiple devices at the same time. We may revoke this limited license at any time in our sole discretion. We, your Digital Wallet Provider, and any other third party that provides services to you in connection with a Digital Wallet retain all right, title and interest in and to the software used to provide the Card, the Digital Wallet and any modifications or updates to the Card or Digital Wallet. You agree not to use any third-party materials associated with the Card or the Digital Wallet in a manner that would infringe or violate the rights of any party, and that we are not in any way responsible for any such use by you. All third-party intellectual property marks, including the logos of merchants, are the property of their respective owners. We disclaim any representations or warranties related to non-infringement of the Digital Wallet or in connection with your use of the Card with the Digital Wallet. You agree that we may automatically update or upgrade your Card at any time, in our sole discretion and without prior notice, and that we may expand, reduce, or suspend the type or dollar amounts of transactions allowed using your Card with a Digital Wallet. The license granted in this Subsection 1(m) is effective until terminated by you or us. Your rights will terminate automatically without notice from us if you fail to comply with these terms or if we terminate the use of your Card or the Digital Wallet. Upon termination of the license, you must cease all use of the Digital Wallet and delete your Card(s) from the Digital Wallet.

n. Electronic Communications Involving the Digital Wallet and Your Use of the Digital Wallet. In addition to communications that you expressly consent to elsewhere in this Agreement, you expressly consent to receive phone calls, text messages, push notifications, and emails related to the Digital Wallet from us, our Servicer, your Digital Wallet Provider and any of our third-party service providers that support or provide assistance in connection with your Digital Wallet at any phone number (including any mobile phone number) and email address you have provided to us, our Servicer, your Digital Wallet Provider or any of our other third-party service providers. Such phone calls and text messages may include auto-dialed phone calls and text messages, prerecorded phone calls and text messages, or both.

o. DISCLAIMER OF WARRANTIES. DIGITAL WALLETS ARE PROVIDED TO YOU BY THE APPLICABLE DIGITAL WALLET PROVIDER AND OTHER THIRD PARTIES THAT SUPPORT SUCH DIGITAL WALLET PROVIDER, AND THE USE OF ANY CARD IN A DIGITAL WALLET IS AT YOUR SOLE RISK. WE NEITHER CONTROL NOR ENDORSE, AND ARE NEITHER RESPONSIBLE NOR LIABLE FOR: (I) ANY DIGITAL WALLET OR SERVICES PROVIDED BY ANY DIGITAL WALLET PROVIDER; (II) ANY ACT OR OMISSION OF A DIGITAL WALLET PROVIDER OR ANY PARTY SUPPORTING A DIGITAL WALLET OR ANY MERCHANT; (III) SUPPORTED DEVICES, INCLUDING THEIR OPERATION; OR (IV) ANY ACT OR OMISSION OF ANY OTHER THIRD PARTY. WE ARE NOT RESPONSIBLE FOR THE ACCURACY, COMPLETENESS, RELIABILITY, INTEGRITY, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF ANY THIRD-PARTY INFORMATION, DIGITAL WALLET, OR SUPPORTED DEVICE. WE DO NOT WARRANT THAT THE FUNCTIONS CONTAINED IN, OR SERVICES PROVIDED OR PERFORMED BY ANY DIGITAL WALLET OR DIGITAL WALLET PROVIDER, OR ANY THIRD PARTY PROVIDING SUPPORT FOR ANY DIGITAL WALLET OR DIGITAL WALLET PROVIDER WILL MEET YOUR REQUIREMENTS, THAT THE OPERATION OR AVAILABILITY OF DIGITAL WALLETS OR SERVICES OF A DIGITAL WALLET PROVIDER WILL BE UNINTERRUPTED OR ERROR-FREE, OR THAT DEFECTS IN THE DIGITAL WALLET OR WITH THE DIGITAL WALLET PROVIDER'S SERVICES OR PRODUCTS WILL BE CORRECTED. ACCESS TO, USE, AND MAINTENANCE OF YOUR CARD IN A DIGITAL WALLET WILL DEPEND ON YOUR SUPPORTED DEVICE PROVIDER, THE DIGITAL WALLET AND THE PAYMENT CARD NETWORKS AND MOBILE OPERATORS. WE DO NOT OPERATE OR CONTROL THE DIGITAL WALLET OR SUCH SUPPORTED DEVICES, PAYMENT CARD NETWORKS, OR MOBILE OPERATORS. WE WILL NOT BE LIABLE FOR ANY CIRCUMSTANCES THAT INTERRUPT, PREVENT OR OTHERWISE AFFECT THE FUNCTIONING OF ANY CARD WITH A DIGITAL WALLET OR DIGITAL WALLET SERVICE OR YOUR MOBILE SERVICE,

COMMUNICATIONS, NETWORK DELAYS, LIMITATIONS ON YOUR MOBILE COVERAGE, SYSTEM OUTAGES, OR INTERRUPTIONS OF YOUR MOBILE CONNECTION. WE DISCLAIM ANY RESPONSIBILITY FOR ANY DIGITAL WALLET OR ANY MOBILE SERVICE USED TO ACCESS, USE, OR MAINTAIN YOUR CARD IN ANY DIGITAL WALLET.

USE OF YOUR CARD WITH A DIGITAL WALLET INVOLVES THE ELECTRONIC TRANSMISSION OF PERSONAL INFORMATION THROUGH THIRD-PARTY CONNECTIONS. BECAUSE WE DO NOT OPERATE OR CONTROL THESE CONNECTIONS, WE CANNOT GUARANTEE THE PRIVACY OR SECURITY OF THESE DATA TRANSMISSIONS. ADDITIONALLY, YOUR SUPPORTED DEVICE'S BROWSER IS GENERALLY PRE-CONFIGURED BY YOUR MOBILE OPERATOR. YOU SHOULD CHECK WITH YOUR DIGITAL WALLET PROVIDER AND YOUR MOBILE OPERATOR FOR INFORMATION ABOUT THEIR PRIVACY AND SECURITY PRACTICES. FOR PERSONAL OR CONFIDENTIAL INFORMATION SENT TO OR FROM US OVER THE INTERNET FROM YOUR SUPPORTED DEVICE, WE RESERVE THE RIGHT TO LIMIT SUCH CONNECTIONS TO "SECURE SESSIONS" THAT HAVE BEEN ESTABLISHED USING TRANSPORTATION LAYER SECURITY OR OTHER SECURITY STANDARDS WE, IN OUR SOLE DISCRETION, SELECT. WE MAKE NO GUARANTEES ABOUT THE INFORMATION SHOWN IN THE DIGITAL WALLET SOFTWARE OR HARDWARE IT CONTAINS AND MAKE NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES REGARDING THE SAME.