

List of all fees for GiveCard Prepaid Mastercard (“Fee Schedule”)

All Fees	Amount	Details
Get started		
Card issuance/activation	\$0	Fee charged for activation of the card.
Monthly usage		
Monthly fee	\$0	This fee will be deducted from your Card Account each month, beginning on the date of activation and each month thereafter on the anniversary date of activation.
Add money		
Direct deposit	\$0	
Cash reload	N/A	
Spend money		
Card to card transfer	\$0	
Get cash		
ATM withdrawal (in-network)	\$0	“In-network” refers to the MoneyPass ATM Network. Locations can be found at https://www.moneypass.com/atm-locator.html .
ATM withdrawal (out-of-network)	\$1	“Out-of-network” refers to all the ATMs outside of the MoneyPass ATM Network. You may also be charged a fee by the ATM operator even if you do not complete a transaction.
Over-The-Counter Cash Withdrawal	\$1	This is our fee for “Over-The-Counter” (OTC) cash withdrawals at financial institutions or retailers in the U.S. who offer this service. The OTC location may also charge you a fee.
Information		
Customer service (automated)	\$0	Fee for each inquiry with the Automated (IVR) system.
Customer service (live agent)	\$0	Fee for each inquiry with a live agent.
ATM balance inquiry (in-network)	\$0	“In-network” refers to the MoneyPass ATM Network. Locations can be found at https://www.moneypass.com/atm-locator.html .
ATM balance inquiry (out-of-network)	\$0.50	“Out-of-network” refers to all the ATMs outside of the MoneyPass ATM Network. You may also be charged a fee by the ATM operator even if you do not complete a transaction.

GiveCard Cardholder Agreement

This Cardholder Agreement, including the Fee Schedule, and any Privacy Notice provided to you by us (collectively referred to as this “Agreement”), sets forth the terms of your GiveCard Prepaid Mastercard®. Please read it carefully and retain it for your records. Your Card is issued by Sutton Bank, member Federal Deposit Insurance Corporation (“**FDIC**”).

1. DEFINITIONS.

“**You**” and “**Your**” means the Authorized User of the Card.

“**Access Information**” means collectively a PIN, online username, password, challenge questions, and any other security information used to access the Card Account.

“**Account Owner**” means the entity that has qualified for and established a Funding Account.

“**Authorized User**” means any person designated by the Business Administrator as authorized to receive and use a Card transacting on funds associated with the applicable Card Account. An Authorized User must not have an employment relationship with the Account Owner and is categorized as a Consumer.

“**Bank**” means Sutton Bank, member Federal Deposit Insurance Corporation (“**FDIC**”).

“**Business Administrator**” means the person Account Owner designates on the Website to administer the Funding Account and act on Account Owner’s behalf in connection with these Terms, including, without limitation, for purposes of designating Authorized Users, funding the Funding Account and Card Accounts, and setting Card Account limitations.

“**Business Days**” are Monday through Friday, excluding federal holidays. Saturday, Sunday, and federal holidays are not considered business days, even if we are open.

“**Card**” means the Mastercard-branded prepaid debit card issued by Bank to Account Owner through the GiveCard Card Program that allows Authorized Users to access funds loaded to the Funding Account and assigned to a Sub-Account. Each reference to “**Card**” also shall include “**Cards**.” A Card may be a virtual card represented by a 16-digit account number and/or a physical card embossed with the same 16-digit number. The Card is a Consumer Prepaid Card under Mastercard definitions.

“**Card Account**” means a designated portion of the Funding Account with a pre-established limit that the Business Administrator has given an Authorized User the ability to access using a Card. Under Mastercard rules, once a Card has been given to an Authorized User, the funds deposited in the Card Account are owned by them, except under the circumstances highlighted in 2.7.

“**Funding Account**” means the account between Account Owner and Bank established and governed by these Terms and includes all Sub-Accounts.

“**Payment Card**” means Account Owner’s credit or debit card issued in Account Owner’s name by a U.S. financial institution.

“**We**,” “**us**,” and “**our**” mean GiveCard Financial Inc. and its successors, affiliates, assignees, and

agents.

“**Website**” means: www.givecard.io or www.givecardplatform.com.

“**Fraudulent Transaction**” means a cleared Card transaction that occurred without the intent, knowledge, and authorization of the Authorized User of a Card.

2. THE CARD.

2.1 Agreement to Terms. By using your Card, you agree to the terms of this Agreement. If you do not agree to the terms of this Agreement or do not want to use the Card, please destroy the Card at once by cutting it in half and call us at (908) 529-0955 to cancel your Card Account. When any provision in this Agreement states that we may take certain actions, we may do so in our sole discretion. The terms of this Agreement are subject to amendment at any time in accordance with the “Change in Terms” section below.

2.2 Prepaid Card. The Card is a prepaid card. The Card allows you to access funds loaded or deposited to your Card Account by the Business Administrator. Your Card Account does not constitute a checking or savings account and is not connected in any way to any other account you may have. The Card is not a gift card, nor is it intended to be used for gifting purposes. The Card is not a credit card and may not provide the same rights to you as those available in credit card transactions. You will not receive any interest on the funds in your Card Account. Your funds will never expire, regardless of the expiration date on the front of your Card. The Card will remain the property of the Bank, must be surrendered upon demand and is nontransferable.

2.3 Activating Your Card. No Authorized User may use a Card until the Business Administrator has activated that Card pursuant to these Terms. No card is deemed active until the Business Administrator has loaded funds onto the Card Account. The Business Administrator may decide to add additional activation steps, either through our Website or through processes established and maintained by the Business Administrator and Account Owner.

2.4 Using Your Card, Card Number and Account Number. Subject to terms and limitations set forth in this Agreement, once your card has been activated, you may use your Card, Card Number or Account Number, as applicable, to: (1) purchase goods or services wherever your Card is honored as long as you do not exceed the value available in your Card Account (see section below labeled “Using Your Card for Purchases”) and that GiveCard and the Business Administrator has not set any limitations on the merchants your card can purchase from, and (2) withdraw cash from your Card Account (see section below labeled “Using Your Card to Get Cash”), as long as you do not exceed the available balance in your Card Account and that GiveCard and the Business Administrator has not set any limitations on withdrawing cash. There may be fees associated with some of these transactions; see the Fee Schedule above for more details. Some of these services may not be available at all terminals.

Each time you use your Card, Card Number or Account Number purchase goods or services, obtain cash or initiate another type of funds transfer authorized by this Agreement, you authorize us to reduce the available balance in your Card Account by the amount of the transaction plus applicable fees, if any. You agree that you will: (i) not use your Card at gambling websites or to purchase illegal goods or services; (ii) promptly notify us of any loss or theft of your Card; (iii) promptly notify us of the loss, theft, or unauthorized disclosure of any Access Information used to access your Card Account information or Card funds; (iv) not use the Card for business purposes; and (v) use the Card only as permitted by us. The Card may not be accepted by certain merchants whose goods or services are not legal for minors. We may refuse to process any transaction that we believe violates the terms of this Agreement.

2.5 Personal Identification Number “PIN”: A PIN is a four-digit code that may be used to make purchase transactions instead of signing for your transaction. You have the option to create a pin through our Website, and the Business Administrator may require you do so as part of activating your Card. Only one (1) PIN will be issued for the Card. To prevent unauthorized access to the Card balance, you agree to keep your PIN confidential. We recommend that you memorize your PIN and do not write it down. You may change or reset you PIN by calling (908) 529-0955 or by visiting our Website. Some merchants may require you to make purchases using a PIN rather than your signature. Your PIN can also be used to obtain cash (see 2.9).

2.6 Limitations on Card Usage. Use of your Card is subject to the limitations set forth below, and no transaction may exceed the value available in your Card Account. For security reasons, we may further limit the amount or number of transactions you can make with your Card on a daily or monthly basis, or in the aggregate, and we may limit the dollar amount of transactions to or from your Card Account. We may increase or decrease these limits or add additional limits from time to time in our sole discretion without prior notice to you except as required by law.

Limitation Type		Frequency and/or Dollar Limits (for typical transactions)
Card Limits		
Maximum Card Account balance		\$9,999 at any given time
Load Limits*		
Card Account Loads		\$5,000.00 per month
Spend Limits*		
Cash Withdrawals (ATM)		\$500.00 per day
Cash Withdrawal (Over the Counter from Store Teller)		\$250.00 per day
Card Purchases (Signature & PIN)		\$5,000.00 per day

*Other third parties involved in the transaction (e.g. ATM operator, reload network, bank teller) may have their own daily, weekly or monthly limits on the frequency and/or dollar amount of the transactions you request. Additionally, the Business Administrator may set velocity-based or merchant-based restrictions onto the Card at their discretion.

2.7 Adding Funds to Your Card Account. You may not add funds to your Card Account. The only entity with the privileges to do this is the Business Administrator. Whilst the funds in the Card Account are the property of the Authorized User upon assignment of the Card, there are a few cases where the Business Administrator may take funds back off from the Card Account: (1) accidental loads; cases where the Business Administrator did not intend to add funds to the Card or intended to add funds to a different card. (2) If the Account Owner, through any side agreements they may have with the Authorized User, find that the Cardholder does not meet the requirements the Account Owner established to be an Authorized User, through fraud, inaction or misinformation on the Cardholder’s part.

2.8 Using Your Card for Purchases: You can use your Card to purchase goods and services everywhere Mastercard prepaid cards are accepted, subject to the limitations in 2.6 or any merchant-based limitations applied by the Business Administrator or GiveCard. If you do not have enough funds available in your Card Account for the entire purchase, you can instruct the merchant to charge part of the purchase to your Card Account and pay the remaining amount with other funds. These are called split transactions and some merchants do not permit them. If a merchant attempts to process a transaction for more than the value available in your Card Account, or if the transaction will cause the purchase limit we have established to be exceeded, then the transaction will be declined. Unusual or multiple purchases may prompt a merchant inquiry or card suspension to allow us to investigate such unusual activity.

If you use your Card Number or Account Number without presenting your Card (such as for mail order, telephone or Internet purchases), the legal effect will be the same as if you used the Card itself. For mail order, telephone, Internet or other card-not-present purchases, merchants may choose to route a transaction through as a PIN or signature purchase. In these circumstances, we recommend that you ask the merchant whether your transaction will be routed as a PIN or signature transaction, to the extent we may assess different fees for PIN and signature purchase transactions (see our Fee Schedule above).

When you use your Card Account to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and may estimate its final value. When we authorize the transaction, we commit to make the requested funds available when the transaction finally settles and may place a temporary hold on your Card's funds for the amount indicated by the merchant (which may be more than the final settled transaction amount). If you use your Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the merchant may preauthorize the transaction amount for the purchase amount plus up to 20% more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Transactions at certain merchants that authorize high dollar amounts, especially rental car companies and hotels, may cause an "authorization" or "hold" on your available balance for up to thirty (30) days. Until the transaction finally settles or we determine that it is unlikely to be processed, the funds subject to the hold will not be available to you for other purposes. We will only charge your Card Account for the correct amount of the final transaction, however, and will release the hold on any excess amount when the transaction finally settles.

2.9 Using Your Card to Get Cash: You may use your Card and PIN to obtain cash at ATMs displaying the Mastercard name or logo, the MoneyPass name or logo, or at merchants that have agreed to provide cash back with a PIN purchase, subject to the limitations in 2.6. The minimum cash withdrawal at ATMs is \$20.00. ATM, PIN purchase and over-the-counter cash withdrawals are limited to the available balance in your Card Account. Merchants, banks and ATM operators may have additional limitations. You will be charged a fee by us for each cash withdrawal and balance inquiry made at an ATM in the amount disclosed in our Fee Schedule set forth above. In addition, when you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

Negative Balance. You acknowledge and agree that the value available in your Card Account is limited to the funds that have been loaded to your Card Account on your behalf. Each time you use your Card, you authorize us to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. You may not initiate transactions exceeding the available balance in your Card Account. Nevertheless, if any fees, transaction fees from merchants or other activity cause your Card Account to have a negative balance, you agree to pay us immediately for the full amount of the negative balance without further demand. We do not offer an overdraft or other credit feature with this Card. We may deduct the negative balance owing from any current or future funds loaded to your Card Account or any other account you activate or maintain with us. If your Card Account has a zero or negative balance, we may, at our option, cancel your Card Account without notice.

2.10 Preauthorized Payments from Your Card. You may preauthorize a merchant to make recurring electronic funds transfers from your Card Account. If these regular payments may vary in amount, the person you are going to pay will tell you ten (10) days before the payment is due when it will be deducted from your Card Account value and how much it will be. If you have told us in advance to make regular, recurring payments from your Card Account, you can stop any of these payments by calling us at (908) 529-0955 or emailing us at support@givecard.io in time for us to receive your request at least three (3) business days or more before the payment is scheduled to be made. Fees may apply for a stop payment. Please see our Fee Schedule above for more information. If you call, we may also require you to put your request in writing and get 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, and we do not do so, we will be liable for the amount of the payment.

2.11 Refunds for Purchases Made with the Card. Any refund for goods or services purchased with the Card Account will be made in the form of a credit to the Card Account. You are not entitled to receive a cash refund.

2.12 Disputes with Merchants. We are not responsible for the delivery, quality, safety, legality or any other aspect of goods and services that you purchase from others with a Card. All such disputes should be addressed to the merchants from whom the goods and services were purchased.

2.13 Reversal. Point of sale transactions cannot be reversed. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold of funds equal to the estimated purchase amount, for up to seven (7) days.

2.14 Fee Schedule. We will charge you, and you agree to pay, the fees and charges set forth in the Fee Schedule above. We generally deduct fees and charges from the Card Account at the time a fee or charge is incurred. The owners of ATMs or other networks may impose an additional charge to use their terminals. Such other fees and charges may be deducted from your Card Account. If you request a service that is not included in the Fee Schedule, if there is a fee for such service it will be disclosed at that time, and you agree that any such fee may be deducted from your Card Account.

3. RECEIPTS, TRANSACTIONS AND EXPIRATION

3.1 Receipts. You should get a receipt from the merchant, bank or ATM at the time you make a transaction or obtain cash using your Card. Please note there are some merchants that choose not to provide a receipt if the amount of the transaction is \$15 or less.

3.2 Card Account Balance and Transaction History. You can obtain information about the amount of money you have remaining in your Card Account by calling (908) 529-0955. You may also obtain your balance information, along with a 12-month history of your Card Account transactions, at no charge by logging in to your Card Account at our Website. You also have the right to obtain at least 24 months of written history of your Card Account transactions by calling (908) 529-0955. You will not be charged a fee for this written history.

3.3 Foreign Transactions. The Card is only programmed to operate in the United States, with merchants that operate in United States Dollars, and so the Card will decline if Foreign Transactions are attempted.

3.4 Change in Terms. Subject to the requirements and limitations of applicable law, we may at any time add to, delete or change the terms of this Agreement without advance notice to you except as required by law. Advance

notice may not be given if we need to make the change immediately in order to maintain or restore the security of your Card or Card Account or any related payment system.

3.5 Cancellation and Suspension. We reserve the right, in our sole discretion, to limit your use of the Card. We may refuse to issue a Card Account or may revoke or suspend your Card Account privileges with or without cause or notice, other than as required by applicable law. If you would like to cancel the use of your Card, contact us at (908) 529-0955 or our Website. You agree not to use or allow others to use an expired, revoked, cancelled, suspended or otherwise invalid Card. Our cancellation of Card Account privileges will not otherwise affect your rights and obligations under this Agreement. Unless you have engaged in fraud or other illegal activities using your Card, if your Card Account privileges are cancelled or suspended, you may request the unused balance to be returned to you via a check. There may be a fee for this service, determined at the time of request.

3.6 Card Expiration/Settlement. Subject to applicable law, you may use the Card only through its expiration date, which is stated on the front of the Card. If you attempt to use the Card after the expiration date, the transactions may not be processed. If there is a balance remaining in your Card Account upon expiration, a new Card may be issued to you. You must activate any newly issued Card in order to access the funds in your Card Account. If we do not choose to issue a new Card to you or if we cancel your Card Account for any reason, we will attempt to refund to you the balance remaining in your Card Account less any amounts owed to us (e.g., fees and charges). A check made payable to you will be mailed to you at the latest postal address reflected in our records. A fee may be imposed for refunding the remaining account balance by check, determined at the time of request.

3.7 Unclaimed Property. You acknowledge and agree that we may be required by applicable law to turn over to a state government authority any funds remaining on your Card Account after a period of inactivity or dormancy. Card funds in Card Accounts will be remitted to the custody of the applicable state agency in accordance with state law, and we will have no further liability to you for such funds unless otherwise required by law. If this occurs, we may try to locate the Cardholder through the email address provided to us on our Website, so we encourage you to keep us informed if you change email addresses. You may notify us of a change of address by logging in to our Website or by calling Customer Service at (908) 529-0955.

4. INFORMATION

4.1 Information Given to Third Parties. We may disclose information (including personally identifiable information) to third parties about you, the Card, your Card Account and the transactions related to the Card or Card Account: (i) where it is necessary or helpful for completing a transaction; (ii) in order to verify the existence and condition of the Card or Card Account for a third party (e.g., a merchant); (iii) in order to comply with any law or to comply with requirements of any government agency or court order; (iv) if you give us your written consent; (v) to service providers who administer the Card or the Card Account or perform data processing, records management, collections, and other similar services for us, in order that they may perform those services; (vi) in order to prevent, investigate or report possible illegal activity; (vii) in order to issue authorizations for transactions on the Card; (viii) in accordance with our Privacy Policy; and (ix) as otherwise permitted by law. Information Security: Only those persons who need it to perform their job responsibilities are authorized to have access to Cardholder Information. In addition, we maintain physical, electronic, and procedural security measures that comply with federal regulations to safeguard Cardholder Information. Please see the Bank's Privacy Policy for further details.

4.2 Website Availability. Although considerable effort is expended to make the website and other means of communications and access available around the clock, we do not warrant that these forms of access will be available and error free at all times. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond

our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts. We shall not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our systems or systems and software utilized by you to initiate or process banking transactions, whether such transactions are initiated or processed directly with our systems or through a third party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.

4.3 Protecting Your Access Information. To prevent unauthorized access to your Card and Card Account, you agree to keep your Access Information confidential. We recommend that you memorize your Access Information and do not write it down. If you believe the security of your Access Information has been compromised in any way (for example, your password has been lost or stolen, someone has attempted to use our website under your user name without your consent, or your Card has been accessed), you must notify us immediately. Under certain circumstances, we may deny your access to our website in order to maintain or restore security or performance of the website. We may do so if we reasonably believe your Access Information has been or may be obtained or is being or may be used by an unauthorized person. We may try to notify you in advance, but cannot guarantee we will do so.

5. FRAUD AND LOST OR STOLEN CARDS

5.1 How to Notify Us of Lost or Stolen Card, PIN or Unauthorized Transfers. If you believe your Card or any other Access Information has been lost or stolen, call: (908) 529-0955 or email Customer Service via support@givecard.io. You should also call the number or write to the address listed above if you believe a transfer has been made using the information from your Card or Access Information without your permission.

5.2 Your Liability for Unauthorized Transfers. Tell us AT ONCE if you believe your Card or Access Information has been lost or stolen or if you believe that an electronic funds transfer has been made without your permission. Telephoning us (908) 529-0955 is the best way to minimize your possible losses. You could lose all the money in your Card Account. You agree that any unauthorized use does not include use by a person to whom you have given authority to use or access your Card Account or Access Information and that you will be liable for all such uses and funds transfers by such person(s).

If you tell us within 2 business days after you learn of the loss or theft of your Card or Access Information you can lose no more than \$50 if someone used your Card or Access Information without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card or Access Information and we can prove we could have stopped someone from using your Card or Access Information without your permission if you had told us within this time frames, you could lose as much as \$500 if someone used your Card or Access Information without your permission.

Also, if your electronic history shows transactions that you did not make, including those made by Card, Access Information or by other means, tell us AT ONCE. If you do not tell us within 120 days after the alleged unauthorized transfer was credited or debited to your Card Account, you may not get back any money you lost after this period if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from learning of the unauthorized transaction and telling us, we will extend the time periods for a reasonable period in our sole discretion.

5.3 Additional Limits on Liability Under Mastercard Rules.

Under Mastercard Rules, you will not be liable for any unauthorized transactions using your Card Account you can demonstrate that you have exercised reasonable care in safeguarding your Card from risk of loss or theft. You must notify us within 2 days after the electronic statement was made available to you showing unauthorized transaction(s) in order to take advantage of any such limited liability provisions.

Our Liability for Failing to Make Transfers. If we do not complete a transaction to or from your Card Account on time or in the correct amount according to our Agreement with you, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) if, through no fault of ours, your Card funds are insufficient for the transaction or are unavailable for withdrawal (for example, because there is a hold on your funds or your funds are subject to legal process);
- (2) if a computer system, ATM, or POS terminal was not working properly and you knew about the problem when you started the transaction;
- (3) if the ATM where you are making the transfer does not have enough cash;
- (4) if a merchant refuses to honor your Card;
- (5) if circumstances beyond our control (such as fire, flood, terrorist attack or national emergency) prevent the transaction, despite reasonable precautions that we have taken;
- (6) if any failure or malfunction is attributable to your equipment, to merchant or ATM equipment, or to any internet service or payment system;
- (7) if you attempt to use a Card that has not been properly activated;
- (8) If your Card or Access Information has been reported as lost or stolen, if your Card Account has been suspended by us, or we have reason to believe the transaction is not authorized by you; or
- (9) As otherwise provided in this Agreement.

6. DISPUTES AND COMMUNICATION

6.1 Information about Your Right to Dispute Errors. In case of errors or questions about your Card Account, please contact us as soon as possible at (908) 529-0955 or write to us via email at support@givecard.io. We must allow you to report an error until 120 days after the transfer allegedly in error was credited or debited to your Card Account. You may request a written history of your transactions at any time by contacting us at the telephone number or address above. You will need to tell us: (1) your name; (2) your Card Number, (3) why you believe there is an error, (4) the dollar amount involved, and (5) approximately when the error took place. If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Card Account within 10 business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Card Account. For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to provisionally credit your Card Account for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error resolution procedures, call us at the telephone number shown above.

6.2 Questions. If you have questions regarding your Card, you may call (908) 529-0955 or email us at support@givecard.io or visit our Website.

6.3 Communications. We may contact you from time to time regarding your Card Account. We may contact you in any manner we choose unless the law says that we cannot. For example, we may:

- (1) contact you by mail, telephone, email, fax, recorded message, text message or personal visit;
- (2) contact you by using an automated dialing or similar device (“Autodialer”);
- (3) contact you at your home and at your place of employment;
- (4) contact you on your mobile telephone;
- (5) contact you at any time, including weekends and holidays;
- (6) contact you with any frequency;
- (7) leave prerecorded and other messages on your answering machine/service and with others; and
- (8) identify ourselves, your relationship with us and our purpose for contacting you even if others might hear or read it.

Our contacts with you about your Card Account are not unsolicited and might result from information we obtain from you or others. We may monitor or record any conversation or other communication with you. Unless the law says we cannot, we may suppress caller ID and similar services when contacting you regarding your card. When you give us your mobile telephone number, you hereby expressly agree that we or any third party acting on our behalf may contact you at this number, including through the use of an Autodialer or prerecorded message. You may request this number not be used by calling (908) 529-0955 or email us at support@givecard.io.

We may offer options that allow you to receive or access text messages or other electronic communications or Card Account alerts from your mobile phone. By enrolling for these types of communications, you understand and agree to be responsible for any fees or charges you incur as a result of this enrollment.

If you ask us to discuss your Card Account with someone else, you must provide us with documents that we ask for and that are acceptable to us.

6.4 Change of Address: If any of your contact information changes (e.g. physical address, mailing address, e-mail address, phone number or your name), you must notify us immediately. We will attempt to communicate with you only by use of the most recent contact information you have provided to us. Failure to promptly notify us of changes in your contact information may result in information regarding the Card or Card Account being mailed to the wrong person or your transactions being declined. Any notice given by us shall be deemed given to you if mailed to you at the last U.S. mail address for the Card Account furnished by you. You agree that we may accept changes of address from the U.S. Postal Service. You also agree that if you attempt to change your address to a non-U.S. address, your Card Account may be cancelled, and funds returned to you in accordance with this Agreement.

6.5 Dispute Resolution by Binding Arbitration: For any and all controversies, disputes, demands, claims, or causes of action between the Authorized User and us (including arbitrability of the controversy, dispute, demand, claim, or cause of action) relating to the Program, Card Accounts, or these Terms (as well as any related or prior agreement that y may have had with us), Authorized User and we agree to resolve any such controversy, dispute, demand, claim, or cause of action exclusively through binding and confidential arbitration and the terms of this. The arbitration will take place in the federal judicial district located in the borough of Manhattan, New York, New York, or in the alternative, may be conducted telephonically at Authorized User request. As used in this Section, “we” and “us” mean Bank and its subsidiaries, affiliates, predecessors, successors, and assigns and all of Bank’s employees, officers, directors, agents, and representatives. In addition, “we” and “us” includes any third party providing any product, service, or benefit in connection with the Card Account or these Terms (as well as any related or prior agreement that Authorized User may have had with us) if such third party is named

as a co-party with us in any controversy, dispute, demand, claim, or cause of action subject to this Section.

Arbitration will be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration will be conducted before one commercial arbitrator from the American Arbitration Association (“AAA”) with substantial experience in resolving commercial contract disputes. As modified by these Terms, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA’s Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively, the “**Rules and Procedures**”). Notwithstanding this agreement to arbitrate, either party may seek emergency equitable relief in federal court if it has jurisdiction or, if it does not, in a state court located in the federal judicial district of Account Owner’s principal place of business residence in order to maintain the status quo pending arbitration, and each party hereby agrees to submit to the exclusive personal jurisdiction of the courts located within the federal judicial district of Account Owner’s principal place of business for such purpose. A request for interim measures will not be deemed a waiver of the obligation to arbitrate.

Authorized User agrees to the following in connection with any arbitration: (a) no class or similar group arbitration will be permitted; (b) the arbitration will be confidential, and neither Authorized User nor we may disclose the existence, content, or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award; (c) subject to our Limitations of Liability expressed in this agreement, the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; and (d) each party will pay its own attorneys’ fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys’ fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law.

Account Owner understands and agrees that, by agreeing to these Terms:

- **ACCOUNT OWNER IS GIVING UP ACCOUNT OWNER RIGHT TO HAVE A TRIAL BY JURY; and**
- **ACCOUNT OWNER IS GIVING UP ACCOUNT OWNER RIGHT TO HAVE A COURT RESOLVE ANY DISPUTE BETWEEN US.**

This Section will survive termination of the Card Account or these Terms as well as any voluntary payment of any debt in full by Authorized User or bankruptcy by Authorized User, or any bankruptcy by us. With the exception of subparts (a) and (b) of this Section (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting part was not contained herein.

Location of Arbitration. Unless you and we agree to a different location, the arbitration will be conducted in the county where you reside.

6.6 Waiver of Rights. You are waiving your right to a jury trial, to have a court decide your Dispute, to participate in a class action lawsuit, and to certain discovery and other procedures that are available in a lawsuit. You and we agree that the arbitrator has no authority to conduct class-wide arbitration proceedings and is only authorized to resolve the individual Disputes between you and us. The validity, effect, and enforceability of this waiver of class action lawsuit and class-wide arbitration, if challenged, are to be determined solely by a court of competent jurisdiction and not by the AAA, JAMS, or an arbitrator. If such court refuses to enforce the waiver of class-wide arbitration, the Dispute will proceed in court and be decided by a judge, sitting without a jury, according to applicable court rules and procedures, and not as a class action lawsuit. The arbitrator has the ability to award all remedies available by statute, at law, or in equity to the prevailing party.

7. MISCELLANEOUS TERMS

7.1 Survival. This arbitration provision shall survive: (1) cancellation, payment, charge-off, or assignment of this Agreement; (2) the bankruptcy of any party; and (3) any transfer, sale, or assignment of this Agreement, or any amounts owed under this Agreement, to any other person or entity.

7.2 Assignability. We may assign or transfer our rights and obligations under this Agreement at any time without prior notice to you. The Card Account established under this Agreement is not assignable or transferable by you. Notwithstanding the foregoing, this Agreement shall be binding on you, your heirs, your executors, administrators, guardians, personal representatives, or trustee in bankruptcy.

7.3 Entire Terms. These Terms constitute the entire and sole agreement between Account Owner and us with respect to the GiveCard Card Program and supersedes all prior understandings, arrangements, or agreements, whether written or oral, regarding the GiveCard Card Program.

7.4 Miscellaneous Provisions: We do not waive our rights by delaying or failing to execute them at any time. To the extent permitted by law and as permitted by the Waiver of Jury Trial and Arbitration above, you agree to be liable to us for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Account. If a court finds any provision of this Agreement invalid or unenforceable, such finding shall not make the rest of this Agreement invalid or unenforceable. To the fullest extent possible, any such provision shall be deemed to be modified so as to be rendered enforceable or valid; however, if such provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.