

Pay Tgthr, Inc. Cardholder Agreement and Terms of Service

Last Updated: -- May 15, 2021

The following additional terms and conditions ("**Terms**") apply if you use the Pay Tgthr Card and related Pay Tgthr Card Services.

This Cardholder Agreement (this "**Agreement**") outlines the terms and conditions under which the Pay Tgthr Card has been issued to you by Patriot Bank, N.A.

NOTICE: THIS AGREEMENT REQUIRES ALL DISPUTES TO BE RESOLVED BY WAY OF BINDING INDIVIDUAL ARBITRATION. THE TERMS OF THE ARBITRATION CLAUSE APPEAR AT THE END OF THIS AGREEMENT.

A. Using the Services

1. Definitions

In this Agreement "you," and "your," refers to the individual, company or legal entity and/or entities that you represent. "Issuer" refers to Patriot Bank. "We", "us", "our" and "Pay Tgthr" refers to Pay Tgthr, Inc. and the Issuer. "Partner banks" refers to our bank partners that provide non-card financial services to us and the banks we may use to perform ACH debits or payment card acquiring transactions to fund your purchases. We also rely on services from Dwolla, Inc. ("**Dwolla**"). Depending on the context, the term "partner banks" may also include the Issuer.

The "Pay Tgthr Card Services" consist of Pay Tgthr software, including the Pay Tgthr mobile application (the "**Pay Tgthr Mobile App**"), that provides you with the opportunity to apply for and use a Pay Tgthr Mastercard ("**The Pay Tgthr Card**"), including one or more virtual Pay Tgthr Mastercards, in connection with your Pay Tgthr Account. Pay Tgthr is not a bank and we do not offer banking services as defined by the United States Department of Treasury. You must open a Pay Tgthr Account before accessing the Pay Tgthr Card Services.

"Card" or "Pay Tgthr Card" means the Mastercard payment card issued to you by our partner bank. The Card is not a gift card, nor is it intended for gifting purposes. Funds are not stored on the Card or in any corresponding account, and your account with the Card Issuer is not interest bearing.

"Account" or "Pay Tgthr Account" is the software and services account offered by us. Your Account does not hold any funds. Instead, all funds are received and held by our bank partners.

"Partner" means the person(s) with whom you share a Group.

"Group" means the Person(s) you have chosen to share the cost of transactions with by registering a Pay Tgthr Account, creating a Group, and using the Pay Tgthr Card.

2. About the Program

By using the Pay Tgthr Card Services, you agree to be bound by the Pay Tgthr Terms of Services (paytgthr.com/legal/termsofservice.pdf) ("**Terms of Service**"), this Cardholder agreement ("**Pay Tgthr Cardholder Agreement and Terms of Service**"), and all other terms, policies and guidelines applicable to the Services used (including but not limited to the Pay Tgthr Privacy Policy: paytgthr.com/legal/privacypolicy.pdf) ("**Privacy Policy**").

This Pay Tgthr Card will be linked to your Pay Tgthr Account and funded by an account you own and control at a U.S. depository institution ("**Funding Account**"). Purchases made with your Pay Tgthr Card will automatically be listed on your Pay Tgthr Mobile App. You will be responsible to immediately settle with Pay Tgthr and prefund your Funding Account the cost of the purchases you make using the Pay Tgthr Card. To assist you with this obligation, one of our bank partners will debit your Funding Account in an amount equal to each Card transaction and applicable fees.

3. Fees

The following fees are assessed on your use of the Pay Tgthr Card.

All Fees	Amount	Details
Get Started		
Card Purchase	N/A	Fee charged for purchase of the Pay Tgthr Mastercard Card.
Secondary Card Purchase Fee	N/A	You are only permitted to hold one (1) Pay Tgthr Card at a time.
Monthly Usage		
Monthly Fee	\$1.00	Monthly fee occurs on the monthly anniversary of your Card activation date.
Add Money		
Funding from a Bank Account	N/A	N/A
Spend Money		
Bill Payment (Regular Delivery)	N/A	Bill pay is not provided as part of the Card offering. Any bill pay services provided to you by us will come from a separate provider and be a separate financial service.
Bill Payment (Expedited Delivery)	N/A	
Get Cash		
ATM Withdrawal-In Network	N/A	The Pay Tgthr Card may not be used to withdraw funds from an ATM.
ATM Withdrawal-Out-of Network	N/A	The Pay Tgthr Card may not be used to withdraw funds from an ATM.

Bank Teller Withdrawal	N/A	The Pay Tgthr Card may not be used to withdraw funds from a Bank Teller.
Cash Back at Point of Sale	N/A	The Pay Tgthr Card may not be used to obtain cash back at the point of sale.
ATM Decline-In Network	N/A	The Pay Tgthr Card may not be used to withdraw funds from an ATM.
ATM Decline-Out-of Network	N/A	The Pay Tgthr Card may not be used to withdraw funds from an ATM.
Information		
Automated & Live Agent Phone Calls	N/A	No fee for each customer service contact with a live agent.
Email and Text Message Alerts	N/A	Standard text messaging rates may apply.
Mobile Application	N/A	Standard data rates and service carrier fees may apply.
Mailed Periodic Statement Fee	\$5.00	One request per month is included at no charge. The fee will be charged for each additional request made in the same month.
ATM Balance Inquiry (In-Network)	N/A	The Pay Tgthr Card may not be used to withdraw funds from an ATM.
ATM Balance Inquiry (Out-of-Network)	N/A	The Pay Tgthr Card may not be used to withdraw funds from an ATM.
Using your card outside the U.S.		
ATM Withdrawal-International	N/A	The Pay Tgthr Card may not be used internationally.
ATM Decline-International	N/A	The Pay Tgthr Card may not be used internationally.
ATM Balance Inquiry (International)	N/A	The Pay Tgthr Card may not be used internationally.
Foreign Transaction Fee	N/A	The Pay Tgthr Card may not be used internationally.
Other		
Inactivity Fee	N/A	N/A
Replacement Card (Standard Delivery)	\$0.50	Per replacement card ordered.
Paper Check Fee	N/A	Paper checks are not offered in connection with your Card. Any such services offered to you by us would be provided via a separate financial services product.

Your purchases may be subject to additional fees from your Funding Account provider or from individual merchants. These fees are not assessed or received by Pay Tgthr and are not included in the above list.

4. Requirements to use the Card Services

In order to access the Pay Tgthr Card Services, you represent that:

- You are a legal resident of the United States, a United States citizen or a business entity authorized to conduct business by the state(s) in which you operate and that you are an authorized signatory for the business.
- You are at least 18 years old.
- You have not been previously banned from using our services, and that you have not previously violated our terms of service.
- You have not been barred from receiving similar services under the laws of the United States, your home state or the state of New York.

By accepting these terms, you also represent that:

- You have the capacity to be bound by them.
- Any information you provide in connection with the Pay Tgthr Services accurately and truthfully represents your identity and the identity of any associated business.
- You and all transactions initiated by you will comply with all federal, state, and local laws, rules, and regulations applicable to you.
- You will not use the Pay Tgthr Card Services, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the operation of the Pay Tgthr Card Services.

5. Your Agreement on Card Use

With each transaction you process through the Pay Tgthr Card Services you represent, warrant and agree that:

- The Card transaction represents a bona fide sale;
- The Card transaction accurately describes the goods and/or services obtained from the merchant;
- You will fulfill all of your obligations to the merchant and will resolve any dispute or complaint directly with the merchant;
- You and the Card transaction comply with all federal, state, and local laws, rules, and regulations applicable to you, including any applicable tax, wage and hour, and tip laws and regulations; and

- You will not use the service in a fraudulent, disruptive, aggressive, manipulative or any other inappropriate matter.

6. Prohibited Uses

You may not, nor may you permit any third party, directly or indirectly, to:

- Export the Pay Tgthr Card Services, which may be subject to export restrictions imposed by US law, including US Export Administration Regulations (15 C.F.R. Chapter VII);
- Use and benefit from the Pay Tgthr Card Services via a rental, lease, timesharing, service bureau or other arrangement;
- Use the Pay Tgthr Card Service in conjunction with automated purchasing software programs;
- Use the Pay Tgthr Card Service to exploit new user, referral programs, promotions offered by other merchants, or otherwise use the Pay Tgthr Card Service to violate the terms and conditions of a merchant;
- Act as a payment facilitator or otherwise resell the Pay Tgthr Card Services to any third party; or
- Use the Pay Tgthr Card Services to handle, process or transmit funds for any third party.

In addition, you may not, nor may you permit any third party, directly or indirectly, to use the Pay Tgthr Card Services for the following businesses or activities:

- Any illegal activity or goods;
- Paraphernalia that may be used for illegal activity;
- Unauthorized multi-level marketing businesses;
- Rebate based businesses;
- Betting, including lottery tickets, sports related gambling, casino gaming chips, off-track betting, and wagers at races;
- Manual or automated cash disbursements;
- Prepaid cards or checks;
- Sales of money-orders or foreign currency;
- Peer-to-peer money transfers;
- Wire transfers or money orders; or
- High-risk products and services, including telemarketing sales.

7. Authorized Users

You are responsible for all authorized transactions initiated and fees incurred by use of your Pay Tgthr Card(s), including any transactions initiated and fees incurred by your Partner's Pay Tgthr Card(s). If you permit another person to have access to a Card or Card number, 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 and conditions of this Agreement.

B. Payment Authorizations

1. Adding a Funding Source

In order to use the Pay Tgthr Card Services, you must first add an eligible funding source to your Pay Tgthr Account via the Pay Tgthr Mobile App. By entering your funding source information on the Pay Tgthr Mobile App, you will have signed the ACH authorization. You may want to print and save a copy for your records. You can change a funding source in the Pay Tgthr Mobile App.

When you add a funding source to your Pay Tgthr Account, you agree that:

- You are the owner of the Funding Account;
- You are authorized to transfer funds from that Funding Account;
- You authorize us to initiate debits from your Funding Account according to your instructions; and
- You will maintain a balance or available credit limit in the specified Funding Account that is sufficient to fund all payments you initiate.

2. Bank Account Information and Authorized Actions

If you choose to add a bank account as your Funding Account for your Pay Tgthr Card Services, you may be asked to provide access credentials (such as a username and password) that allow you to gain online access to your account at that third-party financial institution (your "**Authorized Bank Account**").

Pay Tgthr works with third party services, including but not limited to Plaid Technologies, Inc. ("**Plaid**") who will securely store pursuant to industry standards any Authorized Bank Account access credentials that you provide and will access your Authorized Bank Accounts for the purposes of providing and improving the Pay Tgthr Card Services. You may only provide account access credentials for and authorize us to access valid accounts that you hold in your own name. You may not provide access credentials for an account that is held by a third person.

If you choose to provide your Authorized Bank Account credentials to us, you authorize us to use this information to provide you with the services we offer through the Pay Tgthr Card Services. This authorization will remain in effect until you notify us that you wish to revoke this authorization, which may affect your ability to receive the Pay Tgthr Card Services. Plaid's services and use of your information, including on or through the Pay Tgthr Card Services, are governed by its Terms of Use and its Privacy Policy located at <https://plaid.com/legal>.

3. Your Electronic Funds Transfer and ACH Debit Authorization

When you use the Pay Tgthr Card Services you authorize our bank partners to immediately debit your Funding Account by the amount of any transactions made using a Pay Tgthr Card including any applicable fees. This debit will allow us to prefund your account for the proper amount of the transaction. Your authorizations will remain in full force and effect until you close a Card or your Pay Tgthr Account is closed or terminated. Any attempt by you to revoke this authorization will result in your inability to use the Pay Tgthr Card Services.

If you provide us with the ACH routing and account information for your Funding Account, you authorize Pay Tgthr and our partner bank to initiate electronic transfers (via the Automated Clearing House ("**ACH**") of NACHA - The Electronic Payment Association ("**NACHA**")) from your Funding Account up to your Personal Limit (as defined below) on a daily basis. You agree that ACH transactions you authorize comply with all applicable laws. Your personal limit ("**Personal Limit**") will be set by us as part of your onboarding process and communicated to you through your Pay Tgthr Mobile App or other electronic means, and will be no more than \$1,000. Your Personal Limit may be increased or decreased automatically based on certain actions taken by you on your Pay Tgthr Card, or may increased or decreased manually by us under certain circumstances.

When your checking account is used as your funding source for a transaction, you are requesting that the Issuer, Dwolla, or another of our partner banks initiate an electronic transfer on your behalf from your bank account. You agree that we may resubmit any ACH debit you authorized that is returned for insufficient or uncollected funds, except as otherwise provided by NACHA's rules, or applicable law. Where the amounts owed by you for use of the Pay Tgthr Card Services is more than your Personal Limit, you authorize us, Dwolla, and/or our partner banks to debit your Funding Account for the amount owed.

In order to use the Pay Tgthr Card Services, you must open a "Dwolla Platform" account provided by Dwolla and you must accept the Dwolla Terms of Service (<https://www.dwolla.com/legal/tos/>) and Privacy Policy (<https://www.dwolla.com/legal/privacy/>). Any funds held in the Dwolla account are held by Dwolla's financial institution partners as set out in the Dwolla Terms of Service. You authorize us to collect and share with Dwolla your personal information including full name, email address and financial information, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Dwolla account through our application, and Dwolla account notifications will be sent by us, not Dwolla. We will provide customer support for your Dwolla account activity, and can be reached at paytgthr.com and hi@paytgthr.com.

For all other payment methods, such as debit card funding, you authorize Pay Tgthr to transmit payment details to a bank acting under Pay Tgthr's instructions to charge your Funding Account. You agree to maintain funds in the specified Funding Account that are sufficient to cover all of your activities with the Pay Tgthr Card Services.

You indemnify and hold us, Dwolla, and our partner banks harmless from any claims by any other owner of the Funding Account. You are responsible for confirming the accuracy of the information you provide about each payment.

4. Inability to Access Funds from your Funding Account

If we are unable to access funds from your specified Funding Account to complete a transaction that you request for any reason (for example, if there are insufficient funds or credit available in your Funding Account to cover the requested transaction), the transaction may not be completed. In such case, you agree:

- You will reimburse Pay Tgthr immediately, upon demand, the transaction amount to the extent that Pay Tgthr sent a payment to the payee on your behalf;
- You will reimburse Pay Tgthr for any fees imposed on us as a result of the failed transaction; and
- You will reimburse us for any fees we incur in attempting to collect the amount of the failed 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) that result from your failure to maintain a balance or available credit in the Funding Account that is sufficient to fund all payments you initiate.

5. Right of Setoff

We may (with or without prior notice and when permitted by law) set off the funds due and payable to us now and in the future made by either you or your Partner. You hereby acknowledge and agree that you will jointly and severally liable for all debts of your Partner in the event we are unable to recover such sums from your Partner's Funding Account, and that we may debit your Funding Account for any unpaid amounts due and payable by your Partner.

C. Our Rights Regarding the Services

1. Modifications to this Agreement

You agree that Pay Tgthr and the Issuer may modify this Agreement, or any other Pay Tgthr terms, policies, or guidelines at any time in our sole discretion. Any new agreement will be effective immediately, by posting a new agreement and updating the "Last Updated" date at the top of these terms. You agree that even if you have not personally visited the website with the

new terms of this agreement, that they may have force immediately. To the extent permitted by applicable law, you agree to waive any right you may have to receive additional notice of such changes.

Your continued use of the Pay Tgthr Card Services following the posting of changes or modifications will confirm your acceptance of such changes or modifications. You should frequently review these Terms and all applicable terms, policies and guidelines to understand the terms and conditions that apply to your use of the Pay Tgthr Card Services.

If you do not agree to the amended terms, you must stop using the Pay Tgthr Card Services. Any use of the Pay Tgthr Card Services in violation of these Terms may result in, among other things, termination or suspension of your right to use the Pay Tgthr Card Services. You agree that your use of the Pay Tgthr Card Services will always be subject to the most current version of these Terms at the time of such use.

2. Limits on Your Use of the Card Services

You acknowledge that Pay Tgthr, Dwolla or our partner banks may impose limits on your use of the Pay Tgthr Card Services. We may not allow payment from all types of funding sources and that we may otherwise limit payments, and/or payees at our discretion. You cannot use the Cards in any way beyond their intended purpose.

For security and fraud protection, Pay Tgthr will impose limits on the dollar amount that you can authorize in a transaction, and over a period of time. In addition to these set limits, Pay Tgthr, Dwolla and its partner banks retain the right to impose additional limits at our discretion.

3. Investigations, Account Suspensions and Termination

Pay Tgthr, Dwolla and our partner banks reserve the right to investigate your use of the Pay Tgthr Card Service for compliance with this Agreement, and in order to comply with law, regulation, legal process or government request.

We may refuse to process any transaction that we believe violates the terms of this Agreement, the Pay Tgthr Terms, any other agreements between you and Pay Tgthr or any applicable network rule or law.

The Pay Tgthr Card is the property of the Issuer and must be surrendered upon demand. The Card is nontransferable and it may be canceled, repossessed, or revoked at any time without prior notice.

If we suspect you of violating any applicable Terms, network rule or law, Pay Tgthr or Issuer may suspend or terminate your ability to access the Pay Tgthr Card Services under any or all of your accounts. Pay Tgthr reserves the right to determine whether or not you have access to these services.

4. Identity Verification

To help the government fight the funding of terrorism and money laundering activities, federal law requires us to help the Card Issuer obtain, verify, and record information that identifies each person who requests to use the Pay Tgthr Card Services.

When you register for the Pay Tgthr Card Services we will ask you for information such as your name, address, date of birth, your Social Security number, and other information that will allow us to identify you. You authorize us and our partners to make inquiries that we consider appropriate and use third party services to help us verify your identity and determine if we should open, maintain, collect or close your account.

We may make additional requests for information at any time. We may require you to provide all of a taxpayer identification number, take steps to confirm ownership of your email address or financial instruments, provide a copy of an identifying ID card such a driver's license or passport, and verify information you provide against third party databases or through other sources.

We, Dwolla and our partner banks, may also report the status, history and/or closure of your Account to third-party services.

If you do not provide this information or we cannot verify your identity, we can refuse to allow you to use the Pay Tgthr Card Services, or suspend or terminate your account. If you allow someone else to use your Pay Tgthr Account, you are responsible and liable for all transactions, withdrawals, deposits and fees that arise out of such use.

D. Refunds, Errors and Disputes

1. Payment History:

When you use your Pay Tgthr Card a record of the transaction will automatically recorded in the "Purchases" section of the Pay Tgthr Mobile App. You should also receive a receipt directly from the merchant.

Except as required by law, you are responsible for:

- Compiling and retaining permanent records of all transactions and other data associated with your Pay Tgthr Account and your use of the Pay Tgthr Card Services; and
- Reconciling all transactional information that is associated with your Pay Tgthr Account.

If you believe that there is an error or unauthorized transaction activity is associated with your Pay Tgthr Account, you must contact us immediately.

2. Refunds and returns

If you are entitled to a refund for any reason for goods or services obtained with your Card, the return and refund will be handled by the merchant. If the merchant credits your Card, the credit may not be immediately available. While merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit transaction and the refund may not be available for a number of days after the date the refund transaction occurs. Refunds will be recorded along with your transactions in the “Purchases” section of the Pay Tgthr Mobile App.

Neither the Issuer nor Pay Tgthr 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.

3. Processing Errors

We will generally attempt to fix any processing errors that we discover. If the error resulted in your payment of an amount larger than what you authorize, we will transfer the difference to your Funding Account. If the error resulted in your payment of an amount less than what is required to satisfy your account, will debit the extra funds from your Funding Account.

Please notify Pay Tgthr immediately regarding any processing errors you discover. When you contact us, please include:

- Your name and Pay Tgthr Account information;
- A description of the error or transaction and why you believe it is an error or why you need more information; and
- The dollar amount of the suspected error.

Please send your notice to hi@paytgthr.com or by mail to 981 Mission Street, San Francisco, California 94103 as soon as possible. Your failure to notify us of a processing error within sixty (60) days of when it first appears on your electronic transaction history will be deemed a waiver of any right to amounts owed to you.

4. Disputes

You agree to comply with the payment dispute resolution procedure described below for any payments made using a Pay Tgthr Card. If you're unable to resolve a transaction related issue directly with a merchant, please notify us as soon as possible. This is our process for resolving disputes.

- A. Contact hi@paytgthr.com directly to open a dispute case within sixty (60) days of the date of the transaction in question as displayed on your downloadable statement or “Purchases” section. Your notice must include the following information:

- a. Your name, and Pay Tgthr Account email address;
- b. The Pay Tgthr Card you're referring to;
- c. Why you believe there is an Unauthorized Transaction or other error, and the dollar amount involved; and
- d. Approximately when the Unauthorized Transaction or other error took place.

Depending on your claim (item not received or refund not received), we may ask you to wait 10 business days from the transaction date to proceed with the payment dispute.

- B. Respond to our requests for other information. We may require you to provide receipts, third party evaluations, police reports or other documents depending on the situation. You must respond to these requests in a timely manner as requested in our correspondence with you.
- C. Comply with our shipping requests in a timely manner. If you're filing a claim that goods are significantly not as described, we may require you, at your expense, to ship the item back to the seller, to us, or to a third party (specified by Pay Tgthr) and to provide signature confirmation proof of delivery.
- D. Pay Tgthr and our partner bank will make a final decision on your claim, in our sole discretion, based on the coverage and eligibility requirements set forth above, any additional information provided during the online payment dispute resolution process or any other information Pay Tgthr deems relevant and appropriate under the circumstances.
- E. Pay Tgthr will tell you the results within three (3) business days after completing the investigation. If Pay Tgthr decides that there was no error, Pay Tgthr will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting Pay Tgthr at hi@paytgthr.com.

For purposes of this Section:

An "Unauthorized Transaction" is an error that occurs when your Card is used without your authorization and/or you did not benefit from the transaction. For example, if someone steals the Card and uses it for a purchase, an Unauthorized Transaction has occurred. If you give the Card to a person with permission to use it, you are responsible for all transactions conducted by on the person even if they make more transactions than you authorized, unless you notified Pay Tgthr that transactions by that person are no longer authorized.

5. Your Liability for Unauthorized Transfers

If you believe your Pay Tgthr Card has been lost or stolen or you believe a transaction has been made without your permission using information from your Card, or Pay Tgthr Account or you believe your Pay Tgthr Account credentials have been used without your permission tell us AT ONCE, and FREEZE the relevant Card(s) via the "Your Cards" section in the Pay Tgthr Mobile

App. Reporting your Card lost or stolen, and any unauthorized or unexpected activity to hi@paytgthr.com as soon as possible is the best way of keeping your possible losses down.

We may suspend or cancel your Card and corresponding Pay Tgthr Account in the event of excessive reports of Card loss or theft. You agree that any unauthorized use does not include use by a person to whom you have given authority to use the Card, including any Partner in your Group, and that you will be liable for all such uses by such person. For example, if you have given your Card or Card information to another person to use, such as a friend or relative, you are responsible for that person's transactions with your Card, and if you have given your Card information to a merchant for a transaction, you have given authority to that merchant to debit the Card for that transaction.

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

Also, if you become aware of and/or your statement shows transactions you did not make, notify Pay Tgthr at once following the procedures stated in the Section of this Agreement titled "Disputes". If you do not notify Pay Tgthr within sixty (60) days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any value you lost after the sixty (60) days if Pay Tgthr can prove that we could have stopped someone from taking the value if you had notified Pay Tgthr in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, Pay Tgthr may extend the time periods. If the Card has been lost or stolen, the Card will be blocked to keep losses down and a replacement card will be sent to you.

You agree to cooperate reasonably with us and the Issuer in our attempts to recover funds from, and to assist in the prosecution of, any unauthorized users of your Card.

6. Additional Limits on Liability Under Mastercard Rules.

Under Mastercard Rules, you will not be liable for any unauthorized transactions using your Pay Tgthr Card if you can demonstrate that you have exercised reasonable care in safeguarding your Card from risk of loss or theft. You must notify us within two (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.

E. Other Terms

1. Notices (E-Sign disclosure)

As part of your use of the Pay Tgthr Card Services provided by Pay Tgthr and the Issuer, you are entitled by law to receive certain information in writing. The federal E-SIGN Act allows us to

provide this information to you electronically, instead, with your prior consent. You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "**Communications**") that we and the Issuer provide in connection with your Pay Tgthr Account and your use of the Pay Tgthr Card Services. We, or the Issuer, will provide these Communications to you by posting them on paytgthr.com, pushing notifications through the Pay Tgthr Card Services, sending them via SMS messages, and/or by emailing them to you at the email address registered to your Account.

Electronic disclosures and notices have the same meaning and effect as if they had been provided to you as paper copies. Such disclosures and notices are considered received by you within twenty-four (24) hours of the time posted to our website, or within twenty-four (24) hours of the time emailed to you unless we, or the Issuer, receive notice that the email was not delivered.

If you wish to withdraw your consent to receive Communications electronically, you may do so by emailing us at hi@paytgthr.com or by calling (844) 949-1193. Please note, however, that if you withdraw your Electronic Consent, you may no longer use the Pay Tgthr Card Services.

YOU MUST KEEP YOUR EMAIL OR ELECTRONIC ADDRESS CURRENT WITH US in order for us to be able to provide you with important notices and other information from time to time, and you must ensure that the contact information, including the email address registered to your account, is current.

2. Address or Name changes

You are responsible for notifying us of any change in your name, physical address, mailing address, email address, or phone number. Requests for address or name changes may be subject to additional verification requirements.

We will attempt to communicate with you only by use of the most recent contact information you have provided to us. You agree that any notice or communication sent to you at an address noted in our records shall be effective unless we have received an address change notice from you.

We cannot accept responsibility for any email messages not received by you or for any delay in the receipt or delivery of any email notification. If you make your email account available to any other individual, you agree that you are responsible for any release of any Account information to such individual.

3. Confidentiality

You acknowledge and agree that the Issuer and Pay Tgthr may, subject to applicable law, share information regarding you, your Card, your Pay Tgthr Account, your Card request and Card transaction activity as necessary to provide customer service, service the Card or your Pay Tgthr Account, investigate and act on the Card or your Pay Tgthr Account and/or your Card- or

Pay Tgthr Account-related claims and as necessary to comply with applicable law. Information about the Card, your Pay Tgthr Account, or the transactions you make with any of them may be disclosed to third parties:

- Where it is necessary for completing transactions;
- In order to verify the existence and condition of the Card for a third party, such as a merchant;
- In order to comply with government agency, court order, or other legal, regulatory or administrative reporting requirements;
- In order to prevent, investigate or report possible illegal activity;
- In order to issue authorizations for transactions on the Card;
- If you consent by giving us your written permission;
- To service providers who help us administer and provide the Card and related Pay Tgthr Card Services;
- To our employees, auditors, affiliates, service providers, or attorneys as needed;
- As permitted by applicable law;
- As necessary to fulfill our obligations under this Agreement; or
- As set forth in the Pay Tgthr Privacy Policy and Issuer Privacy Policy.

4. No Warranty Regarding Goods or Services as Applicable

Pay Tgthr and the Issuer are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with a Pay Tgthr Card.

5. No Warranty of Availability or Uninterrupted Use

From time to time the Pay Tgthr Card Services may be inoperative, and when this happens, you may be unable to use your Card or obtain information from your Card, including your Pay Tgthr Account. Please notify us immediately at hi@paytgthr.com if you have any problems using your Card. You agree that the Issuer, Pay Tgthr, and their respective affiliates, employees, or agents are not responsible for any interruption of service.

6. Miscellaneous

- a. Assignment: To the extent permitted by applicable law, we may assign this Agreement without obtaining your consent. You may not assign or transfer your

Card, or this Agreement without our prior written consent.

- b. **Severability:** This Agreement will be enforced to the fullest extent permitted under applicable law. If any provision of the Agreement is found to be invalid or unenforceable by a court of competent jurisdiction, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of the Agreement will remain in effect. The Issuer does not waive its rights by delaying or failing to exercise them at any time. This Agreement will be governed by the law of the State of New York except to the extent governed by federal law.
- c. **Language:** This Agreement was drafted in English. In the event that this Agreement, or any part thereof, is translated to a language other than English, the English-language version shall control in the event of a conflict.
- d. **Section Headings:** Section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any provision of this Agreement.
- e. **Cancellation:** The Issuer or Pay Tgthr may cancel or suspend the Card or this Agreement at any time. You may cancel this Agreement by returning the Card to the Issuer, or contacting hi@paytgthr.com. Your termination of this Agreement will not affect any of the Issuer's or Pay Tgthr's rights or your obligations arising under this Agreement prior to termination. In the event your Card is cancelled, closed or terminated for any reason, any remaining available funds or credits associated with the Card would revert to your Funding Account.
- f. **Entire Agreement:** This Agreement comprises the entire agreement between you and Pay Tgthr with respect to the above subject matter and supersedes and merges all prior proposals, understandings and contemporaneous communications.

7. Indemnification

You agree to defend, indemnify, and hold harmless Pay Tgthr, our program partners, and Issuer, our parents, subsidiaries, and other affiliated companies, and our and their 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 willful 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.

8. Limitation of Liability

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT OR AS OTHERWISE REQUIRED BY APPLICABLE LAW, NONE OF PAY TGTHR, OUR PROGRAM

PARTNERS, ISSUER, OUR AFFILIATES, AND THE PARTIES WITH WHOM WE CONTRACT IN ORDER TO OFFER THE CARDS, YOUR PAY TGTHR ACCOUNT, AND RELATED SERVICES ARE NEITHER RESPONSIBLE NOR LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING OUT OF OR RELATING IN ANY WAY TO THE CARDS, THE PAY TGTHR CARD SERVICES, ANY PRODUCTS OR SERVICES PURCHASED USING A PAY TGTHR CARD, OR THIS AGREEMENT (AS WELL AS ANY RELATED OR PRIOR AGREEMENT THAT YOU MAY HAVE HAD WITH US).

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF PAY TGTHR, OUR PROGRAM PARTNERS, ISSUER, OUR AFFILIATES, AND THE PARTIES WITH WHOM WE CONTRACT IN ORDER TO OFFER THE CARDS, YOUR PAY TGTHR ACCOUNT, AND RELATED SERVICES IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES EARNED BY PAY TGTHR IN CONNECTION WITH YOUR USE OF THE PAY TGTHR CARD SERVICES DURING THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY OR (B) \$10.

9. Survival

The provisions related to indemnification, limitation of liability, arbitration and any other provisions necessary to give effect to a party's rights shall survive the termination of the Agreement, the bankruptcy of any party, any transfer, sale or assignment of the Card, or expiration of the Card.

F. Arbitration

1. Agreement to Arbitrate

You, Pay Tgthr and Issuer agree to arbitrate any and all disputes arising from your attempted or actual use of the Pay Tgthr Card Services ("**Dispute**") by a neutral arbitrator who has the power to award the same damages and relief that a court can.

ANY ARBITRATION UNDER THESE GENERAL TERMS WILL ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, REPRESENTATIVE ACTIONS AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED. YOU WAIVE ANY RIGHT TO HAVE YOUR CASE DECIDED BY A JURY AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST PAY TGTHR, OUR PROGRAM PARTNERS AND ISSUER.

If any section of these arbitration provisions 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).

ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION,

NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.

Your agreement to arbitrate and these related terms are made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16), and not any state arbitration law.

2. Limitation on Time to Initiate a Dispute

Any action or proceeding by you relating to any Dispute must commence within 90 days after the cause of action accrues.

3. Process for Arbitration of Disputes

All disputes shall be FINALLY and EXCLUSIVELY resolved by binding individual arbitration conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules under in your state of residence at a location that is reasonably convenient for both parties. For a copy of the procedures, to file a claim or for other information about the AAA, contact: AAA, 335 Madison Avenue, New York, NY 10017 or at www.adr.org.

Pay Tgthr will pay the initial filing fee to commence arbitration. If you are a consumer bringing a claim relating to personal, household, or family use, any arbitration hearing will occur within the county where you reside. Otherwise, any arbitration hearing will occur in San Francisco County, California, or another mutually agreeable location.

Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures may be SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrators’ decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

All final determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

IF YOU DO NOT AGREE TO THE TERMS OF THESE ARBITRATION PROVISIONS, DO NOT ACTIVATE OR USE THE CARD, OR IF IT HAS ALREADY BEEN ACTIVATED, CANCEL IT.

YOU MAY CANCEL THE CARD BY CONTACTING CUSTOMER SERVICE AT hi@paytgthr.com.