

# Terms & Conditions - NFINIT

NFINIT is a partner of Deposits, Inc. ("Deposits") is providing this Agreement to you on behalf of Bank and/or Program Manager ("PM") NFINIT. Deposits is an agent of Bank/PM for some purposes and will be responsible for carrying out some of our responsibilities under this Agreement as our agent, including receiving notices from you, responding to any notices relating to questions or complaints concerning your Account, and carrying out other responsibilities described in this Agreement. Accordingly, where we are responsible for matters under this Agreement, those matters may be handled either by Deposits, PM, Bank or by us directly.

YOU ACKNOWLEDGE THAT BY OPENING AN ACCOUNT THROUGH THE PLATFORM WEBSITE or APP, YOU AUTHORIZE BANK TO ACCEPT ALL TERMS AND INSTRUCTIONS PROVIDED TO BANK BY PLATFORM OR DEPOSITS ON YOUR BEHALF.

## TERMS AND CONDITIONS

These Terms of Service are a user agreement ("Agreement") between you ("user," "you", "your") and Deposits, Inc., a Delaware Corporation, on its own behalf and on behalf of its direct and indirect subsidiaries and affiliates with its office located at 2001 Ross Ave. Suite 700, Dallas, TX, 75201 ("Deposits" herein). As used in this Agreement, "Service" refers to Deposits' payment processing services, as well as our website, any software, programs, documentation, tools, hardware, internet-based services, components, and any updates (including software maintenance, service information, help content, bug fixes or maintenance releases) thereto provided to you by Deposits, directly or indirectly. To use the Service, you must agree to all the terms in this Agreement.

Deposits offers the Service through Deposits' website and mobile applications and integrations with third-party websites and mobile applications ("Platform", "Platforms", "Platform Partners"). The Platform's terms of service and privacy policy apply to your use of the Platform, and this Agreement and Deposits' Privacy Policy apply to your use of the Service.

This Agreement incorporates by reference all policies, notices, and other content that appear on our website at [www.deposits.inc](http://www.deposits.inc) and/or any other website(s) that we inform you of (the "Website").

## **1. Relationship with Deposits**

Deposits allows individuals, businesses, and nonprofit organizations to register with Deposits. You may open an Account for a business or nonprofit organization only if it is legitimate and you have the authority to enter into this Agreement on its behalf. Your acceptance of this Agreement constitutes acceptance by the business or nonprofit organization.

Each Account must be linked to at least one verified U.S. bank account. To register with Deposits, you need to provide information, including email address and a self-selected password, in order to create an account ("Account"). You are responsible for maintaining the secrecy and security of your Account access credentials and for any use of or action taken under them.

To register a business or nonprofit organization you have to provide additional information, such as street address, telephone number, tax identification number (or social security number), and date of birth, and other identifying information for at least one principal of the business. You agree to provide supplemental documentation upon request (including but not limited to: articles of incorporation, passports, driver's license, or a business license).

You authorize Deposits, directly or through third parties, to make inquiries or verify that this information is accurate (for example, through social media or third-party databases). You specifically authorize Deposits to request a consumer report that contains your name and address.

You must provide accurate and complete information. If we cannot verify that this information is complete and accurate, we may deny your use of our Service or close your Account.

## **2. API Developer Relationship with Deposits**

Deposits offers an application programming interface ("API") to retrieve information from or submit requests to Deposits. If you use the Deposits API to develop applications or integrate our Service into your website or mobile application, then the users that these applications or integrations serve are subject to the terms of this Agreement.

Deposits will issue you an access token for each user of your website or application who creates a Deposits Account. You agree that access tokens are the property of Deposits, and that misuse of access tokens by you or your users could cause substantial loss and damage to Deposits.

### **3. E-Sign Disclosure and Consent**

By accepting this Agreement, you agree and consent to our E-Sign Consent Agreement, to receive electronically all communications, agreements, documents, notices, and disclosures (collectively, "Communications") that we provide in connection with your Deposits Account and your use of the Service.

We will provide these Communications to you by emailing them to you at the primary email address listed in your Deposits Account registration, by emailing you a link or instructions on how to access them on a website, or (if permitted by law) by posting them on the Website.

Consent to access, processing and storage of your personal data. You consent to us accessing, processing and retaining any personal information you provide to us for the purpose of us providing Deposits Services to you. This consent is not related to, and does not affect, any rights or obligations we or you have in accordance with data protection laws, privacy laws and regulations. You can withdraw your consent at any time by closing your account with us. However, we may retain and continue to process your personal information for other purposes. Please see our Privacy Policy for further information about how we process your personal data, and the rights you have in respect of this.

### **4. Prohibited Activities**

By registering with Deposits, you also confirm that you will not accept payments or use the Service in connection with the following activities, items, or services:

Adult content, bail bonds, bankruptcy lawyers, check cashing, or payment for a dishonored check or for an item deemed uncollectible by another merchant, credit counseling or credit repair agencies, credit protection or identity theft protection services, counterfeit or possibly counterfeit goods, debt collection, consolidation, or reduction services, distressed property sales and marketing, door to door sales, drugs, alcohol, or drug paraphernalia, or items that may represent them, factoring, liquidators, bailiffs, bail bondsmen, gambling or betting, including lottery tickets, casino gaming chips, off-track betting, memberships on gambling-related internet sites and wagers at races, hate, violence, racial intolerance, or the financial exploitation of a crime, marijuana, obscene or pornographic items, prostitution, escort services, and other explicit sexually related services, unlawful activities or items, or activities or items that encourage, promote, facilitate or instruct others regarding the same, violent acts towards self or others, or activities or items that encourage, promote, facilitate or instruct others regarding the same, weapons, including replicas and/or ammunition, or any embassy, consulate office, or foreign mission related activity.

If Deposits determines that you have received funds resulting from fraud or a prohibited activity, those funds may be frozen, returned to the Payor, or seized. In addition, if we reasonably suspect that your Account has been used for an unauthorized, illegal, or criminal purpose, you give us express authorization to share information about you, your Account, your access to the Deposits Service, and any of your transactions with law enforcement.

## **5. Our Role and Your Responsibilities**

Deposits provides hosting and data processing services for our users. Deposits is a Payment Service Provider ("PSP"), not a bank, money transmitter, or Money Services Business ("MSB"), and we do not offer banking or MSB services as defined by the United States Department of Treasury. Specifically, Deposits acts as your (i.e. Payee's) agent in so far as collecting payments/funds from Payors. Deposits will inform you when it has collected funds/payments from your Payors and you agree to credit your Payors' accounts at the time Deposits provides such confirmation.

As a PSP, Deposits collects, analyzes, and relays information generated in connection with payments to and from our users. You authorize Deposits to provide this information to the FSPs that Deposits partners with, in order for the FSP to facilitate payments from/to our users through the various payment networks ("Network", "Networks"), including ACH and/or Check21 and/or VISA and/or Mastercard OCT (Original Credit Transaction), as applicable. As a result, Deposits through its FSP conducts the settlement of Network transactions from/to our users. Deposits does not at any point hold or own funds in connection with the Service, nor does Deposits transmit money or monetary value. In connection with the Service, Deposits does not actually or constructively receive, take possession of or hold any money or monetary value for transmission, and does not advertise, solicit or hold itself out as receiving money for transmission. In order to act as a PSP, Deposits must enter into agreements with Networks and FSPs. You are not a third-party beneficiary of these agreements. Each of the Networks and FSPs is a third-party beneficiary of this Agreement and has beneficiary rights, but not obligations, and may enforce this Agreement against you. Some of these third parties may require a direct agreement with you. If you are required to enter into such an agreement and, if you decline to do so, we may suspend or terminate your Account.

Depending on the network chosen for settlement e.g. ACH and/or Check21 and/or VISA/Mastercard OCT, either by you or by Deposits. Deposits can and will create a paper version of the Check being used for payment. This paper Check can and will be stored in a vault either onsite or offsite Deposits' premises. The length of storage of this original Check will be in compliance with statutory regulations and guidelines as applicable.

If you are using the Deposits Recurring Payments or Invoices feature, you agree that it is your responsibility to comply with applicable laws, including the Electronic Funds Transfer Act (Regulation E), including by capturing your customers' agreements to be billed on a recurring basis. You may not resell any hardware provided to you by Deposits or a third party for use with the Service.

If Company is a HIPAA Covered Entity or Business Associate. Company and Deposits will engage in a business relationship in which Deposits provides certain Services to Company. In this relationship, Deposits may receive, use, maintain, disclose, or otherwise process PHI as a Business Associate for or on behalf of Company in the course of performing such Services.

Notwithstanding Deposits' assistance in understanding the Operating Regulations and Network Rules, you expressly acknowledge and agree that you are assuming the risk of compliance with all provisions of the Operating Regulations and Network Rules, regardless of whether you have possession of those provisions. We can provide you with excerpted provisions of the Network Rules upon your request.

## **6. Underwriting and Sharing Information**

We may share some or all of the information about you and your transactions with our FSP(s), Networks, and our other partners (and their respective affiliates, agents, subcontractors, and employees), who may use this information to perform their obligations under their agreements with Deposits, to operate and promote their respective networks, to perform analytics and create reports, to prevent fraud, and for any other lawful purpose. At any time, Deposits, its FSP processor, or its other partners may conclude that you will not be permitted to use Deposits.

You agree that Deposits is permitted to contact and share information about you and your Account with banks and other financial institutions. This includes sharing information (a) about your transactions for regulatory or compliance purposes, (b) for use in connection with the management and maintenance of the Service, (c) to create and update their customer records about you and to assist them in better serving you, and (d) to conduct Deposits' risk management process.

## **7. Taxes**

You are responsible for determining any and all taxes assessed, incurred, or required to be collected, paid, or withheld, in connection with your use of the Service. You are solely responsible for collecting, withholding, reporting, and remitting correct any taxes to the appropriate tax authority. Deposits is not obligated to, and will not, determine whether taxes apply, or calculate, collect, report or remit any taxes to any tax authority arising from your use of the Service.

## **8. Dormant Accounts**



If there is no activity in your Account (including access or payment transactions) for a period of time we may give you the option of keeping your Account open or close it. If you do not respond to our notice within the time period specified in the notice, we may close your Account.

## 9. Privacy and Security

Your privacy is very important to us. By accepting this Agreement, you confirm that you have read, understood, and accepted our Privacy Policy.

We have implemented technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, or disclosure. However, we cannot guarantee that unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. For any Cardholder data transmitted to us, we will maintain all applicable PCI DSS requirements to the extent that we possess or otherwise store, process, or transmit cardholder data on your behalf, or to the extent that we could impact the security of our customer's cardholder data environment. United States - California residents. This section provides additional details about the personal information we collect about California consumers as well as the rights of California consumers under the California Consumer Privacy Act (CCPA).

How We Collect, Use, and Disclose your Personal Information. Your CCPA Rights and Choices. As a California consumer and subject to certain limitations under the CCPA, you have choices regarding our use and disclosure of your personal information: Exercising the right to know. You may request, up to twice in a 12-month period, the following information about the personal information we have collected about you during the past 12 months:

- the categories and specific pieces of personal information we have collected about you;

- the categories of sources from which we collected the personal information;
- the business or commercial purpose for which we collected the personal information;
- the categories of third parties with whom we shared the personal information; and
- the categories of personal information about you that we disclosed for a business purpose, and the categories of third parties to whom we disclosed that information for a business purpose.
- Exercising the right to delete. You may request that we delete the personal information we have collected from you, subject to certain limitations under applicable law.
- Exercising the right to opt-out from a sale. You may request to opt out of any “sale” of your personal information that may take place. As described in Advertising, we do not use, share, rent or sell the Personal Data of our Users’ Customers for interest-based advertising. We do not sell or rent the Personal Data of our Users, their Customers or our Site visitors.
- Non-discrimination. The CCPA provides that you may not be discriminated against for exercising these rights. To submit a request to exercise any of the rights described above, you may contact Deposits at support@deposits.inc. We may need to verify your identity before responding to your request, such as verifying that the email address from which you send the request matches your email address that we have on file. Authentication based on a government-issued and valid identification document may be required. If you are a Customer of a Deposits User, please direct your requests directly to the Deposits User with whom you shared your personal information.

## 10. Termination

If your Deposits Account is terminated for any reason or no reason, you agree: (a) to continue to be bound by this Agreement, (b) to immediately stop using the Service and to remove all logos from your website and wherever else they are displayed, (c) that the license provided under this Agreement shall end, (d) that we reserve the right (but have no obligation) to delete all of your information and Account data stored on our servers, and (e) that Deposits shall not be liable to you or any third party for termination of access to the Service, deletion of your information or Account data, or export of your information or Account data.

You may terminate this Agreement per the terms of the Pricing Agreement you have signed with Deposits. If you haven't signed any Pricing Agreement in addition to these Terms and Conditions you may terminate this agreement anytime provided you pay all outstanding bills, dues, charges whether they are per transaction or subscription-based. When you close your Deposits Account, any pending transactions will be canceled. Any funds that Deposits thru its FSP is holding in custody for you at the time of closure, less any applicable fees, will be paid out to you according to your payout schedule, assuming all payout-related authentication requirements have been fulfilled (for example, you may not close your Deposits Account as a means of evading your payout schedule). If an investigation is pending at the time you close your Deposits Account, Deposits may hold your funds as described herein. If you are later determined to be entitled to some or all of the funds in dispute, the FSP will release those funds to you.

We may terminate this Agreement and close your Deposits Account for any reason or no reason at any time upon notice to you. We may also suspend the Service and instruct our FSP to suspend access to your Deposits Account (including the funds in your Deposits Account) if you (a) have violated the terms of the Deposits' policies or this Agreement, (b) pose an unacceptable credit or fraud risk to us, or (c) provide any false, incomplete, inaccurate, or misleading information or otherwise engage in fraudulent or illegal conduct.

We will not be liable to you for compensation, reimbursement, or damages in connection with any termination or suspension of the Service. Any termination of this Agreement does not relieve you of any obligations to pay any Fees or costs accrued prior to the termination and any other amounts owed by you to us as provided in this Agreement.

## 11. Your License

Deposits grants you a personal, limited, non-exclusive, revocable, non-transferable license, without the right to sublicense, to electronically access and use the Service solely to accept and receive payments and to manage the funds you so receive. You will be entitled to download updates to the Service, subject to any additional terms made known to you at that time, when Deposits makes these updates available.

You may not, nor may you permit any third party to, do any of the following: (i) access or monitor any material or information on any Deposits system using any manual process or robot, spider, scraper, or other automated means unless you have separately executed a written agreement with Deposits referencing this section that expressly grants you an exception to this prohibition; (ii) copy, reproduce, alter, modify, create derivative works, publicly display, republish, upload, post, transmit, resell or distribute in any way material or information from Deposits; (iii) permit any third party to use and benefit from the Service via a rental, lease, timesharing, service bureau or other arrangement; (iv) transfer any rights granted to you under this Agreement; (v) perform or attempt to perform any actions that would interfere with the proper working of the Service, prevent access to or use of the Service by our other users, or impose an unreasonable or disproportionately large load on our infrastructure.

## 12. Deposits' Intellectual Property Rights

The Service is licensed and not sold. The Service is protected by copyright, trade secret, and other intellectual property laws. Deposits owns the title, copyright, and other worldwide intellectual property rights in the Service and all copies of the Service. This Agreement does not grant you any rights to Deposits' trademarks or service marks, nor may you remove, obscure, or alter any of Deposits' trademarks or service marks included in the Service.

## 13. Indemnity

You will indemnify, defend and hold us and our processors and partners harmless (and our and their respective employees, directors, agents, affiliates and representatives) from and against any and all claims, costs, losses, damages, judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a third party person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in this Agreement, including without limitation any violation of our policies or the Operating Regulations; (b) your wrongful or improper use of the Service; (c) any transaction submitted by you through the Service (including without limitation the accuracy of any product information that you provide or any claim or dispute arising out of products or services offered or sold by you); (d) your violation of any third-party right, including without limitation any right of privacy, publicity rights or intellectual property rights; (e) your violation of any law, rule or regulation of the United States or any other country.

## 14. Disclaimer of Warranties by Deposits

THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. USE OF THE SERVICE IS AT YOUR OWN RISK. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE SERVICE IS PROVIDED WITHOUT WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM DEPOSITS OR THROUGH THE SERVICE WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. WITHOUT LIMITING THE FOREGOING, DEPOSITS, ITS PROCESSORS, ITS PROVIDERS, ITS LICENSORS AND THE BANK (AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) DO NOT WARRANT THAT THE CONTENT IS ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICE WILL MEET YOUR REQUIREMENTS; THAT THE SERVICE WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

DEPOSITS DOES NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SERVICE OR ANY HYPERLINKED WEBSITE OR SERVICE, OR FEATURED IN ANY BANNER OR OTHER ADVERTISING, AND DEPOSITS WILL NOT BE A PARTY TO OR IN ANY WAY MONITOR ANY TRANSACTION BETWEEN YOU AND THIRD-PARTY PROVIDERS OF PRODUCTS OR SERVICES.

All third-party hardware and other products included or sold with the Service are provided solely according to the warranty and other terms specified by the manufacturer, who is solely responsible for service and support for its product. For service, support, or warranty assistance, you should contact the manufacturer or distributor directly. DEPOSITS MAKES NO WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH THIRD PARTY PRODUCTS, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

## **15. Limitation of Liabilities and Damages**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DEPOSITS, ITS PROCESSORS, SUPPLIERS, LICENSORS, NETWORKS, OR THE BANK (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE SERVICE. UNDER NO CIRCUMSTANCES WILL DEPOSITS BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICE OR YOUR DEPOSITS ACCOUNT OR THE INFORMATION CONTAINED THEREIN. IN NO EVENT WILL DEPOSITS BE LIABLE FOR ANY INCIDENTAL, CONSEQUENTIAL, OR COVER DAMAGES ARISING OUT OF YOUR USE OF OR INABILITY TO USE THIRD-PARTY PRODUCTS OR ANY AMOUNT IN EXCESS OF THE AMOUNT PAID BY YOU FOR THE PRODUCT THAT GIVES RISE TO ANY CLAIM.



TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, DEPOSITS, ITS PROCESSORS, THE NETWORKS AND THE BANK (AND THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY (I) ERRORS, MISTAKES, OR INACCURACIES OF CONTENT; (II) PERSONAL INJURY OR PROPERTY DAMAGE, OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE SERVICE; (III) ANY UNAUTHORIZED ACCESS TO OR USE OF OUR SECURE SERVERS AND/OR ANY AND ALL PERSONAL INFORMATION STORED THEREIN; (IV) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE SERVICE, OR ANY DELAY IN PERFORMING OUR OBLIGATIONS UNDER THIS AGREEMENT, REGARDLESS OF WHETHER THE FAILURE OR DELAY IS CAUSED BY AN EVENT OR CONDITION BEYOND OUR CONTROL; (V) ANY BUGS, VIRUSES, TROJAN HORSES, OR THE LIKE THAT MAY BE TRANSMITTED TO OR THROUGH THE SERVICE BY ANY THIRD PARTY; (VI) ANY ERRORS OR OMISSIONS IN ANY CONTENT OR FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT POSTED, EMAILED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE SERVICE; AND/OR (VII) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. IN NO EVENT SHALL DEPOSITS, ITS PROCESSORS, AGENTS, SUPPLIERS, LICENSORS, NETWORKS, OR THE BANK (OR THEIR RESPECTIVE AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES) BE LIABLE TO YOU FOR ANY CLAIMS, PROCEEDINGS, LIABILITIES, OBLIGATIONS, DAMAGES, LOSSES OR COSTS IN AN AMOUNT EXCEEDING THE AMOUNT OF FEES EARNED BY US IN CONNECTION WITH YOUR USE OF THE SERVICE DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY.



THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF DEPOSITS HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

The Service is controlled and operated from facilities in the United States. Deposits makes no representations that the Service is appropriate or available for use in other locations. Those who access or use the Service from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Service if you are a resident of a country embargoed by the United States or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Service are solely directed to individuals, companies, or other entities located in the United States.

## **16. Disputes**

If a dispute of any kind arises, we want to understand and address your concerns quickly and to your satisfaction. Please contact Deposits support with any dispute. If we cannot resolve your concerns, we agree to an informal and inexpensive dispute resolution process requiring individual arbitration.

## 17. Binding Individual Arbitration; Waiver of Class Action

You and Deposits agree to arbitrate all "Disputes," defined as any claim, controversy, or dispute (whether involving contract, tort, equitable, statutory, or any other legal theory) between you and Deposits, including but not limited to any claims relating in any way to this Agreement (including its breach, termination, and interpretation), any other aspect of our relationship, Deposits advertising, and any use of Deposits software or services. "Disputes" also include any claims that arose before this Agreement and that may arise after termination of this Agreement.

Arbitration; Waiver of Class Action. If we cannot resolve the dispute through the Formal Complaint Process, you and we agree that any dispute arising out of or relating to this Agreement or the Deposits Services, including, without limitation, federal and state statutory claims, common law claims, and those based in contract, tort, fraud, misrepresentation, or any other legal theory, shall be resolved through binding arbitration, on an individual basis (the "Arbitration Agreement").

Subject to applicable jurisdictional requirements, you may elect to pursue your claim in your local small claims court rather than through arbitration so long as your matter remains in small claims court and proceeds only on an individual (non-class and non-representative) basis. Arbitration shall be conducted in accordance with the American Arbitration Association's rules for arbitration of consumer-related disputes (accessible at <https://www.adr.org/sites/default/files/Consumer%20Rules.pdf>).

This Arbitration Agreement includes, without limitation, disputes arising out of or related to the interpretation or application of the Arbitration Agreement, including the enforceability, revocability, scope, or validity of the Arbitration Agreement or any portion of the Arbitration Agreement. All such matters shall be decided by an arbitrator and not by a court or judge.

CLASS ACTION WAIVER: TO THE EXTENT PERMISSIBLE BY LAW, ALL CLAIMS MUST BE BROUGHT IN A PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS, COLLECTIVE ACTION, OR REPRESENTATIVE PROCEEDING (COLLECTIVELY "CLASS ACTION WAIVER"). THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS OR ENGAGE IN ANY CLASS ARBITRATION. YOU ACKNOWLEDGE THAT, BY AGREEING TO THESE TERMS, YOU AND DEPOSITS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION.

The arbitration will be conducted by a single, neutral arbitrator and shall take place in the county or parish in which you reside, or another mutually agreeable location, in the English language. The arbitrator may award any relief that a court of competent jurisdiction could award and the arbitral decision may be enforced in any court. An arbitrator's decision and judgment thereon will not have a precedential or collateral estoppel effect. At your request, hearings may be conducted in person or by telephone and the arbitrator may provide for submitting and determining motions on briefs, without oral hearings. To the extent permitted by law, the prevailing party in any action or proceeding to enforce this Agreement, any arbitration pursuant to this Agreement, or any small claims action shall be entitled to costs and attorneys' fees. If the arbitrator or arbitration administrator would impose filing fees or other administrative costs on you, we will reimburse you, upon request, to the extent such fees or costs would exceed those that you would otherwise have to pay if you were proceeding instead in a court. We will also pay additional fees or costs if required to do so by the arbitration administrator's rules or applicable law.

Notwithstanding the foregoing, you or Deposits may choose to pursue a claim in court and not by arbitration if you fail to timely pay amounts due. Deposits may assign your account for collection, and the collection agency may pursue in any court of competent jurisdiction any claim that is strictly limited to the collection of past due amounts and any interest or cost of collection permitted by law or this Agreement.

## **18. Governing Law**

This Agreement and any dispute will be governed by Texas law and/or applicable federal law (including the Federal Arbitration Act) as applied to agreements entered into and to be performed entirely within Texas, without regard to its choice of law or conflicts of law principles that would require application of law of a different jurisdiction. Basically, This Agreement and any Dispute will be governed by Texas law and/or applicable federal law.

## **19. Limitation on Time to Initiate a Dispute**

Unless otherwise required by law, an action or proceeding by you relating to any Dispute must commence within six months after the cause of action accrues.

## **20. Third-Party Services and Links to Other Web Sites**

If you decide to use third-party services, including one of our Platform Partners, you will be responsible for reviewing and understanding the terms and conditions associated with them. You agree that Deposits is not responsible for the performance of these third-party services. The inclusion of any website link does not imply an approval, endorsement, or recommendation by Deposits. Deposits expressly disclaims any liability for these websites.

## **21. Amendment of Agreement**

We have the right to change or add to the terms of this Agreement at any time, and to change, delete, discontinue, or impose conditions on any feature or aspect of the software or Service with notice that we in our sole discretion deem to be reasonable in the circumstances, including notice on our Website or any other website maintained or owned by us and identified to you. Any use of our software or Service after our publication of any such changes shall constitute your acceptance of this Agreement as modified. No modification or amendment to this Agreement shall be binding upon Deposits unless in a written instrument signed by a duly authorized representative of Deposits.

## **22. Other Provisions**

Except as expressly provided in this Agreement, these terms are a complete statement of the agreement between you and Deposits, and they describe the entire liability of Deposits and its vendors and suppliers (including processors) and your exclusive remedy with respect to your access and use of the Service. In the event of a conflict between this Agreement and any other Deposits agreement or policy, this Agreement shall prevail on the subject matter of this Agreement. If any provision of this Agreement is invalid or unenforceable under applicable law, then it shall be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. The Agreement does not limit any rights that Deposits may have under trade secret, copyright, patent or other laws. Deposits' failure to assert any right or provision under this Agreement shall not constitute a waiver of such right or provision.

## **23. Our Fees**

Deposits charges fees ("Fees") to use the Service as described in Appendix A of this Agreement or Deposits' official website or a separate Pricing Agreement. These Fees are collected directly by Deposits or by a Platform Partner on Deposits' behalf. The Platform Partner may also add additional fees. A Platform Partner may also charge fees that are collected by Deposits on the Platform's behalf.

The Financial Services Providers ("FSP") that Deposits partners with to complete the transaction processing may withhold these Fees from payments received by you. Refer to section 6 below for more information on the role that the FSP has.

Deposits also charges fees for exceptions processing, such as for chargebacks. You agree to pay Deposits the Fees that are posted from time to time by Deposits or the Platform. In general, Fees posted by Deposits and the Platform are cumulative; however, in case of inconsistency, the Fees posted by the Platform apply.

Subject to the terms of this Agreement, we and the Platform reserve the right to change our Fees. By continuing to use the Service, you consent to the change in Fees. To withdraw your consent, you must close your Account.

## **24. Your Payment Authorization**

You authorize Deposits through its FSP to hold, receive, disburse and settle funds on your behalf. Your authorization permits Deposits through its FSP to generate a paper draft or electronic funds transfer to process each payment transaction that you authorize.

You authorize the FSP to initiate electronic Network entries to each bank account for which you input or enable the retrieval of the routing number and account number on Deposits' website, mobile app or any other ingress point such as through one of our Partners, and to initiate adjustments for any transactions credited or debited in error. You agree to be bound by the Network Rules, and you agree that all Network transactions that you initiate will comply with all applicable law.

Your authorization will remain in full force and effect until you notify us that you revoke it by contacting Deposits Customer Support in accordance with instructions on our website or by closing your Account. You understand that Deposits requires a reasonable time to act on your revocation, not to exceed five (5) business days.

## **25. Survival**

Any provision that is reasonably necessary to accomplish or enforce the purpose of this Agreement shall survive and remain in effect in accordance with its terms upon the termination of this Agreement.

## **Terms And Conditions for Accounts Receivable**

The following terms apply only if you are using Deposits' platform for collecting payments i.e. payment(s) you are collecting for goods and/or services sold/transferred.

## **26. Transactions**

Upon the release of transaction information by Deposits, a Payor will be debited or charged by Deposits. You agree that the Payor's obligation to the recipient is treated as paid after processing has been initiated by Deposits and the transaction enters the "Completed" status in Deposits. After the initiation of processing by Deposits, you agree not to attempt to collect or otherwise seek payment from the Payor, because you agree that Payor's obligation to you has been conclusively discharged. Transactions may stay in a "Pending" state before "Completed" if Deposits is reviewing a transaction for risk purposes. Transactions in this state should not be treated as paid until they are "Completed".

Transactions may be disputed by the Payor at any time up to the number of days stipulated in applicable Network regulations from the date the transaction appears in the Payor's bank account. Disputes resolved in favor of the Payor may result in reversal of the disputed transaction, regardless of state.

Deposits reserves the right to limit or restrict transaction size or volume at any time. If you would like to increase your limits, please contact Customer Support. Upon receiving this request, Deposits will conduct a review of your Account, and decide whether to lift or remove these limits.

## **27. Payout Schedule**



Deposits through its FSP will transfer funds to your bank account according to the typical schedule applicable to the specific Network used to transfer the funds. Regardless of the Network used to transfer the funds, Deposits through its FSP will transfer funds to your bank account no more than thirty (30) days after funds settle to the FSP, subject to any "Reserve" imposed under Section 11 below. If Deposits cannot transfer the funds to your bank account (due to inaccurate or obsolete bank account information entered by you, or for any other reason), Deposits may refund the funds to the Payor or escheat them pursuant to Section 14 below. Neither the FSP, Deposits, nor the Payor will have any liability to you for funds so refunded.

Settlements to a bank account may be limited or delayed based on your perceived risk and history with Deposits. If you would like to request an increase to your settlement limit, please contact Deposits Support. Upon receiving this request, Deposits will conduct a review of your account. Deposits will consider a variety of factors in making this decision and will make this determination at its sole discretion. Should Deposits need to conduct an investigation or resolve any pending dispute related to your Account, Deposits may defer payout or restrict access to your funds for the entire time it takes us to do so. Deposits may also defer payout or restrict access to your funds as required by law or court order, or if otherwise requested by law enforcement or governmental entity.

Furthermore, if Deposits or the FSP suspects future chargebacks or disputes as a result of transactions to your Account, Deposits may defer payout and/or restrict access to your funds until Deposits or the FSP reasonably believes, in their sole discretion, that the risk of receiving a chargeback or dispute has passed. All settlements to Merchants are subject to review for risk and compliance purposes and can be delayed or postponed at Deposits' sole discretion.

## **28. Reserve**

At any time and from time to time, Deposits may temporarily suspend or delay payments to you and/or designate an amount of funds that Deposits through its FSP must maintain in your Account ("Reserve") to secure the performance of your payment obligations under this Agreement. We may require a Reserve for any reason, including high chargeback risk or indications of performance problems related to your use of the Service.

The Reserve will be in an amount as reasonably determined by us to cover anticipated chargebacks, returns, unshipped merchandise and/or unfulfilled services or credit risk based on your processing history or such amount designated by our processor. The Reserve may be raised, reduced or removed at any time by Deposits, in its sole discretion, based on your payment history, a credit review, the amount of any arbitration award or court judgment against you in Deposits' favor, or otherwise as Deposits or its processor or the FSP may determine or require. If you do not have sufficient funds in your Reserve, Deposits may fund the Reserve from any funding source associated with your Account, or from any other Account under your control or any funding source associated with such other Account, including but not limited to any funds (a) credited to your Account, (b) due to you under this Agreement, or (c) available in your bank account, or other payment instrument registered with us.

You grant us a security interest in and lien on any and all funds held in any Reserve, and also authorize us to make any withdrawals or debits from the Reserve, without prior notice to you, to collect amounts that you owe us under this Agreement, including without limitation for any reversals of deposits or transfers made to your Account. You will execute any additional documentation required for us to perfect our security interest in any funds in the Reserve. This security interest survives for as long as we hold funds in your Reserve; however, it does not apply to any funds for which the grant of a security interest would be prohibited by law. You irrevocably assign to us all rights and legal interests to any interest or other earnings that accrue or are attributable to your Reserve.

## **29. Refunds and Returns Provided by You**

You agree to process returns of, and provide refunds and adjustments for, goods or services through your Deposits Account in accordance with this Agreement and the Operating Regulations and Network Rules, as applicable. The Operating Regulations require that you will (a) maintain a fair return, cancellation or adjustment policy; (b) disclose your return or cancellation policy to Payors at the time of purchase, (c) not give cash refunds to a Payor in connection with a payment processed through our Service, unless required by law, and (d) not accept cash or any other item of value for preparing a sale refund through the applicable Network. Your refund policies must be the same for all payment methods.

## **30. Liability for Chargebacks**

The amount of a payment may be charged back to you if (a) it is disputed by a Payor, (b) it is reversed for any reason, (c) it was not authorized or we have any reason to believe that the transaction was not authorized, or (d) it is unlawful, suspicious, or in violation of the terms of this Agreement. You are responsible for all chargebacks, whether or not the chargeback complies with the Operating Regulations.

## **31. How Deposits Handles Chargebacks**

You owe us and will immediately pay us the amount of any chargeback and any associated Fees, fines, or penalties assessed by our partner FSP(s) or Networks. If you do not have sufficient funds in your Account, we will have the remedies set forth in "Our Set-off and Collection Rights" below. If you have pending chargebacks, Deposits through it's FSP may delay payouts to you.

Further, if we reasonably believe that a chargeback is likely with respect to any transaction, Deposits may withhold the amount of the potential chargeback from payments otherwise due to you under this Agreement until such time that: (a) a chargeback is assessed due to a Payor's complaint, in which case Deposits' FSP will retain and refund the funds; (b) the period of time under applicable law or regulation by which the Payor may dispute that the transaction has expired; or (c) we determine that a chargeback on the transaction will not occur.

If we determine that you are incurring an excessive amount of Chargebacks, Deposits may establish controls or conditions governing your Account, including without limitation, by (a) assessing additional Fees, (b) creating a Reserve in an amount reasonably determined by us to cover anticipated chargebacks and related fees, (c) delaying payouts, and (d) terminating or suspending the Service or closing your Account.

You agree to assist us when requested, at your expense, to investigate any of your transactions processed through the Service. To that end, you permit us to share information about a chargeback with the Payor, the Payor's financial institution, and your financial institution in order to investigate and/or mediate a chargeback. We will request the necessary information from you to contest the chargeback. If the chargeback is contested successfully, we will release the reserved funds to you. If a chargeback dispute is not resolved in your favor by the Networks or issuing bank or you choose not to contest the chargeback, we may recover the chargeback amount and any associated fees as described in this Agreement. You acknowledge that your failure to assist us in a timely manner when investigating a transaction, including providing necessary documentation within seven (7) days of our request, may result in an irreversible chargeback. We reserve the right, upon notice to you, to charge a fee for mediating and/or investigating chargeback disputes.

## 32. Our Set-Off and Collection Rights

To the extent permitted by law, Deposits may set off any obligation you owe us under this Agreement (including chargebacks) against any credit in your Account or against any amounts due to you. All Fees are deducted first from the transferred or collected funds and thereafter from your Account. If you do not have sufficient funds, Deposits thru it's FSP may collect from any funding source associated with your Account, or from any other Account under your control, or from any funding source associated with such other Account, including but not limited to any funds (a) deposited by you, (b) due to you under this Agreement, or (c) available in your bank account, or other payment instrument registered through Deposits. Your failure to pay in full amounts that you owe us on demand will be a breach of this Agreement. You will be liable for our costs associated with collection in addition to the amount owed, including without limitation attorneys' fees and expenses, collection agency fees, and interest at the lesser of one-and-one-half percent (1-1/2%) per month or the highest rate permitted by law. In its discretion, Deposits may make appropriate reports to credit reporting agencies and law enforcement authorities, and cooperate with them in any resulting investigation or prosecution.

## Policies and Agreements

[Terms and Conditions](#)[Privacy Policy](#)[E-Sign Consent Agreement](#)[Business Associate Agreement](#)[EFT Agreement](#)

Current as of: September 19, 2022

Heading 1

## **Juice Prepaid Mastercard Cardholder Agreement**

### **IMPORTANT – PLEASE READ CAREFULLY**

This document is an agreement (“Agreement”) containing the terms and conditions that apply to the **Juice Prepaid Mastercard®** that has been issued to you by Metropolitan Commercial Bank (Member FDIC). **You will be accepting and agreeing to be bound by this Agreement, including all of its terms and conditions, if you use the card for any transactions.**

**Please note, this Agreement includes an Arbitration Provision in Section 32.**

“Metropolitan Commercial Bank” and “Metropolitan” are registered trademarks of Metropolitan Commercial Bank © 2014. The Mastercard® name is used pursuant to a license from Mastercard International.

1. **Terms and Conditions for the Juice Prepaid Mastercard.** The “Program Manager” for the **Juice Prepaid Mastercard** is **Praxell, Inc. dba Juice Financial** and the Customer Service telephone number is **855-687-2114** or the toll-free telephone number on the back of your Card. If you have received this card through your employer, you acknowledge that you have been provided with all applicable notices, disclosures and consent, as required by applicable law, from your employer to receive payment of wages loaded to the **Juice Prepaid Mastercard**.

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In this Agreement, "Card" means the **Juice Prepaid Mastercard** issued to you by the Bank, including any Physical Card, Virtual Card, and Secondary Card(s) (each as defined below) you may request, as permitted under this Agreement. "Card Account" means the records we maintain to account for the value of transactions associated with the Card. "You" and "your" means the person or persons who have received the Card and who are authorized to use the Card as provided for in this Agreement. "We," "us," "our," and "Bank" mean Metropolitan Commercial Bank, together with its successors and assigns. "Program Manager" means **Praxell, Inc.**, together with its successors and assigns. The Card will remain the property of the Bank and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference.

**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 person who obtains a Card. What this means for you: When you apply for a Card, we will ask you, or the company that provided you a Card, which may be your employer, for your name, address, date of birth, social security number or country identification number, and other information that will allow us to identify you. We also may ask to see your driver's license or other documentation bearing your photo as verification of your identity.**



By participating in the Card program, you agree that the information and statements you provide to us are accurate, including, but not limited to, your real name, valid U.S. mailing address and residential address (if different), social security number or other identification documentation, date of birth, and telephone number. If you fail to provide accurate information that we request, we may cancel your Card. In addition, funds tied to suspected illicit or illegal activity may be subject to both internal and potentially federal investigation. We reserve the right to restrict or delay your access to any such funds.

1. **English Language Controls.** The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information provided in the original English Cardholder Agreement.
2. **Using Your Card and Activating Your Card.** You will be issued one Card when you establish your Card Account, which will be the "Primary Card." All references in this Agreement to the "Card" refer to your Primary Card that you are issued, except as is otherwise made clear by the context.

The Card is a prepaid card. The Card allows you to access funds loaded or deposited to your Card Account by you or on your behalf. The funds in your Card Account will be FDIC-insured once we have verified your identity. You may access the funds in your Card Account by using (1) your Card, (2) the number inscribed or printed on the front of your Physical Card or the number provided to you in connection with your Virtual Card, as applicable (the "Card Number" or "Card Numbers"), or (3) by automated clearinghouse ("ACH") debit using your Account Number. The Card is **not** a credit card. The Card is **not** a gift card, nor is it intended for gifting purposes. You will **not** receive any interest on your funds on the Card. The funds in your Card Account will **not** expire, regardless of the expiration date on the front of your Card.



You cannot use your Card until it has been activated. If you do not want to activate or use the Card, please contact Customer Service at the number on the back of your Card, or **855-687-2114**, and, if issued by your employer, contact your employer immediately. You may also need to inform your employer that you do not wish to receive your wages and compensation on your Card.

You may request, be issued, and/or use a physical plastic card (a "Physical Card") or a virtual representation of the card (a "Virtual Card"). If you have and use a Physical Card and a Virtual Card at the same time, both forms of your Card are associated to one Primary Access Number ("PAN"), which allows you to access the funds available in your Card Account. Except as otherwise stated in this Agreement, you have the same rights and responsibilities under this Agreement whether you use a Physical Card or Virtual Card.

1. **Virtual Card.** You may request a Virtual Card either through use of the website **getjuicecard.com** at the time of enrollment. Your Virtual Card will be displayed either in the mobile app or the website after the successful verification of your identity as described above and will be activated and ready for use after the first successful load of funds to your Card Account. You may access the funds in your Card Account by using your Virtual Card Number for transactions or purchase initiated over the phone or online. You will not receive a PIN for your Virtual Card. [If you choose to receive and use a Physical Card, you will be able to continue using your Virtual Card.]

2. **Physical Card.** If you request a Physical Card, it will be mailed to the address you provide to us during the registration process. When you receive your Physical Card, call Customer Service at **855-687-2114** to activate the Card and receive your PIN (as set forth in the Section of this Agreement titled "Personal Identification Number ("PIN")"). Upon receipt and activation of your Physical Card, your Virtual Card will not be automatically disabled. If the Virtual Card is automatically disabled, then all further transactions will be processed through your Physical Card.
3. **The fees relating to the use (and misuse) of your Card are set forth in the "Schedule of Fees and Charges (Schedule A)" ATTACHED TO THIS AGREEMENT AND INCORPORATED HEREIN BY REFERENCE. FEES INCURRED PURSUANT TO THE TERMS OF THIS AGREEMENT will be withdrawn from your Card Account and will be assessed so long as there is a remaining balance in your Card Account, unless prohibited by law.** You agree to pay all fees associated with the Card. We may from time to time amend the Fee Schedule at our sole discretion as set forth in the Section of this Agreement titled "Amendment and Cancellation."

4. **Authorized Users.** You may not request an additional Card ("Secondary Card") to allow another person to access the funds in your Card Account. The maximum number of Secondary Cards permitted is zero (0). If you permit another person to have access to your Card or Card Number, you are liable for all transactions made with the Card, Card Number or Account Number, and all related fees incurred, by those persons. To cancel your Card, telephone the toll-free number on the back of your Card or **855-687-2114** and you must follow-up not later than 10 business days with the written notification to revoke (cancel) permission for any person you previously authorized to use your Card. Until we have received your notice of such a revocation (cancellation) and have had a reasonable time to act upon the written notification of cancellation, you are responsible for all transactions and fees incurred by you or any other person you have authorized. If you tell us to revoke (cancel) your Card, we may revoke (cancel) your Card and issue a new Card with a different Card Number and/or Account Number. You are wholly responsible for the use of your Card according to the terms of this Agreement, subject to the Section labeled "Lost or Stolen Cards/Unauthorized Transfers" below, and other applicable laws.
5. **Card Account Use and Purpose.** Subject to the limitations set forth in this Agreement, you may use your Card, Card Number, or Account Number, as applicable, to (1) add funds to your Card Account (as described in the Section below titled "Adding Funds to Your Card Account"), (2) transfer funds between Card Accounts, (3) purchase goods or services wherever your Card is honored as long as you do not exceed the value available in your Card Account or the Daily Purchase Limit (as defined in the table below), and (4) withdraw cash from your Card Account (as described in the Section below titled "Using Your Card to Get Cash." There may be fees associated with some of these transactions. For fee information, see the "Schedule of Fees and Charges (Schedule A)" attached to this Agreement. You agree not to use your Card for illegal gambling or any other illegal purpose.

You will be provided with our routing number and assigned a 16-digit Account Number once your identity has been verified. Our routing number and your assigned Account Number are for the purpose of initiating direct deposits to your Card Account and authorized automated clearinghouse ("ACH") debit transactions only. The 16-digit Card Number embossed or printed on your Card should not be used for these types of transactions or they will be rejected. You are not authorized to use our routing number and Account Number if you do not have sufficient funds in your Card Account. These debits will be declined, and your payment will not be processed. You also may be assessed an ACH Decline Fee (see the "Schedule of Fees and Charges (Schedule A)" attached to this Agreement).

- 1. Limitations on Frequency and Dollar Amounts of Transactions.** The total amount of purchases that you can perform in any single day is limited to the Daily Purchase Limit and the total amount of cash withdrawals (including withdrawals from a teller inside a bank office) that you can perform in any single day is limited to the Daily Withdrawal Limit (as defined in the table below). The maximum aggregate value of your Card Account(s) may not exceed **\$25,000.00** at any time. The maximum value will be determined by aggregating the activity and value of all Card Accounts you may have with the Program. For security reasons, we may further limit the number or dollar amount of transactions you can make with your Card. The following grid is provided in order to highlight the frequency and limitations of cardholder transactions in a single day or additional time frame if warranted:

1. **Personal Identification Number ("PIN").** When you activate your Physical Card and after your identity has been verified, we will give you a PIN that you may use with your Physical Card. Only one PIN will be issued for each Card Account. You will need a PIN to obtain cash at an ATM or to make a PIN purchase or obtain cash back at a point-of-sale ("POS") terminal. You should not write or keep your PIN with your Card. If you believe that anyone has gained unauthorized access to your PIN, you should immediately call the number on the back of your Card, **855-687-2114**, or send notice through **getjuicecard.com**, or write to the Program Manager at **Praxell, Inc., Juice Cardholder Services, P.O. Box 315, New York, NY 10018**.
2. **Adding Funds to Your Card Account.** You may add funds to your Card (called "value loading" or "loading") at any time. The maximum load amount is **\$5,000.00**. Note: Some reload locations may have additional limits on the minimum amount you may load to your Card. The maximum aggregate value of funds in your Card Account(s) may not exceed **\$10,000.00** at any time. You agree to present the Card and meet identification requirements to complete value load transactions as may be required from time to time. Load locations may have their own load limits that may be less than our allowable amount. Load locations also may assess a fee to load funds to your Card Account. You also may direct deposit funds to your Card Account by providing our routing number and your assigned Account Number to your employer or other direct deposit payor (as described in the Section above titled "Card Account Use and Purpose"). You cannot load your Card Account by check or money order.

3. **Using Your Card to Get Cash.** With a PIN, you may use your Card to (i) obtain cash or check your balance at any Automated Teller Machine ("ATM") that bears the Mastercard or Cirrus, Pulse or AllPoint® brands, or (ii) obtain cash at merchants or banks that have agreed to provide cash back at POS terminals bearing the Mastercard or Maestro All ATM transactions are treated as cash withdrawal transactions. The maximum amount of cash you may withdraw at an ATM on a daily basis is **\$2,500.00** as described in the Section above titled "Limitations on Frequency and Dollar Amounts of Transactions." We may limit the amount of any individual ATM withdrawal, and merchants, banks and ATM operators may impose additional withdrawal limits. You will be charged a fee by us for each cash withdrawal and balance inquiry made at an ATM or cash withdrawal obtained through a bank teller, in the amount disclosed in the accompanying "Schedule of Fees and Charges (Schedule A)." 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).

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4. **Split Transactions.** If you do not have enough value loaded on your Card 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.
5. **Transactions Using Your Card Number.** If you initiate a transaction without presenting your Card (such as for a mail order, internet or telephone purchase, or an ACH debit purchase), the legal effect will be the same as if you used the Card itself.
6. **Your Obligation for Negative Balance Transactions.** Each time you initiate a Card transaction, you authorize us to reduce the funds available in your Card Account by the amount of the transaction and all associated fees. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions (creating a "negative balance"). Nevertheless, if any transactions cause the balance in your Card Account to go negative, including any purchase transactions where the retailer or merchant does not request authorization, you shall remain fully liable to us for the amount of any negative balance and any corresponding transaction fees. You may also be liable for any related Insufficient Funds/NSF Fee(s) as set forth in the accompanying "Schedule of Fees and Charges (Schedule A)." We reserve the right to bill you 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.
7. **Business Days.** Our business days are Monday through Friday, excluding federal and legal banking holidays in the State of New York, from 9:00AM to 5:00PM ET.

8. **Authorization Holds.** You do not have the right to stop payment on any purchase transaction originated by use of your Card, other than a Recurring Transaction as described in the Section below titled "Recurring Transactions." When you use your Card to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and the merchant may estimate its final value. When you use your Card to obtain cash at an ATM or from a bank teller, we will authorize the transaction in advance (including all applicable fees). When we authorize a purchase transaction, we commit to make the requested funds available when the transaction finally settles, and we will place a temporary hold on your Card's funds for the amount indicated by the merchant. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds. Car rentals, hotels and other service-oriented merchants may choose to factor in additional amounts upon check-in, and it may take up to 60 days after your stay or your rental to have any excess amounts held by the hotel or rental company added back to your available balance. Similarly, some gas stations may factor in additional amounts to cover potential filling of the tank; if you want to avoid such a hold, you may want to pay inside the gas station, instead of paying at the pump. Until the transaction finally settles, the funds subject to the hold will not be available to you for other purposes. We will only charge your Card for the correct amount of the final transaction, and we will release any excess amount when the transaction finally settles.

When you use your Card at certain restaurants and service-oriented merchants, there may be an additional 20% (or more) added to the authorization to cover any tip you may leave on the purchase. If this occurs, and your total bill, after adding in the additional 20% (or more), exceeds the amount available on your Card, your transactions may be declined. Accordingly, you should ensure that your Card has an available balance that is 20% (or more) greater than your total bill before using your Card.



- 1. Recurring Transactions.** If you intend to use your Card for recurring transactions, you should monitor your balance and ensure you have funds available in your Card Account to cover the transactions. "Recurring transactions" are transactions that are authorized in advance by you 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 Card Account to cover the recurring transaction. If these recurring transactions may vary in amount, the person you are going to pay should tell you, 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 your Card was obtained through your employer or you receive electronic deposits of federal payments to your Card:*** If you have told us in advance to make regular payments (i.e., recurring transactions) from your Card Account, you can stop the payment by calling the number on the back of your Card, **855-687-2114**, or by sending notice through **getjuicecard.com** or by mailing notice to **Praxell, Inc., Juice Cardholder Services, P.O. Box 315, New York, NY 10018** at least three business days before the scheduled date of the transfer. If you call, we also may require you to put your request in writing and get it to us within 14 days after you call. If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your direct losses or damages. If you have authorized a merchant to make the recurring transaction, you also should contact the applicable merchant in order to stop the recurring transaction. We do not offer a bill payment service, therefore, if you have authorized a merchant to make the recurring transaction, you must always contact the applicable merchant in order to stop the recurring transaction.

2. **Preauthorized Credits.** If you have arranged to have direct deposits made to your Card Account at least once every 60 days from the same person or company and you do not receive a receipt/statement (or paystub), you can view deposits and other transactions at [go.cardportal.us](http://go.cardportal.us), or call the number on the back of your Card or **855-687-2114** to find out whether or not the deposit was made.
3. **Returns and Refunds.** If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card Account for such refunds. You are not entitled to a check refund unless your Card has been closed. The amounts credited to your Card for refunds may not be available for up to five days from the date the refund transaction occurs.
4. **Card Cancellation and Suspension; Limits.** We reserve the right, in our sole discretion, to limit your use of the Card, including limiting or prohibiting specific types of transactions. We 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 calling the number on the back of your Card or **855-687-2114**. You agree not to use or allow others to use an expired, revoked, canceled, suspended or otherwise invalid Card. Our cancellation of Card privileges will not otherwise affect your rights and obligations under this Agreement. If we cancel or suspend your Card privileges through no fault of yours, you will be entitled to a refund as provided below in the Section titled "Amendment and Cancellation." Not all services described in this Agreement are available to all persons or at all locations. We reserve the right to limit, at our sole discretion, the provision of any such services to any person or in any location. Any offer of a service in this Agreement shall be deemed void where prohibited. We can waive or delay enforcement of any of our rights under this Agreement without losing them.

5. **International Transactions.** Any transaction initiated on a Card in a currency or country other than the currency or country in which the Card was issued will be subject to a fee on the transaction (including credits and reversals) as set forth in the "Schedule of Fees and Charges (Schedule A)" attached to this Agreement. This fee is in addition to the currency conversion rate. If you effect a transaction with your Prepaid Mastercard in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by Mastercard. The exchange rate Mastercard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.
6. 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 Card Account using one of our ATM terminals.
7. **Obtaining Balance and Transaction Information for Your Card; Periodic Statements Alternative.** You should keep track of the amount of funds available in your Card Account. You may obtain information about the amount of funds you have remaining in your Card Account by calling the number on the back of your Card. This information, along with a 12-month history of account transactions, is also available on-line through our customer self-service website at [getjuicecard.com](http://getjuicecard.com), shown on the back of the Card. You also have the right to obtain a 24-month written history of account transactions by calling the number on the back of your Card or **855-687-2114**, or visiting [go.getjuicecard.com](http://go.getjuicecard.com) or writing to **Praxell, Inc, Juice Cardholder Services, P.O. Box 315, New York, NY 10018**.

8. We may disclose information to third parties about your Card or the transactions you make using your Card: (1) where it is necessary for completing transactions; (2) in order to verify the existence and condition of your Card for a third party, such as a merchant; (3) in order to comply with government agency, court order, or other legal reporting requirements; (4) if you give us your written permission; (5) to our and the Program Manager's employees, auditors, affiliates, service providers, or attorneys as needed; and (6) as otherwise provided in our Privacy Policy Notice below.

If your employer provided you this Card to you and also provides administrative services in connection with your Card, as permitted by law, that employer does have access to information about Card loads initiated or canceled by employer. You authorize Company representatives to have access to information about Card loads that are initiate or cancelled by Company.

1. **Our Liability for Failure to Complete Transactions.** In no event will we or the Program Manager be liable for consequential damages (including lost profits), extraordinary damages, special or punitive damages. We will not be liable, for instance: (1) if, through no fault of ours or of the Program Manager, you do not have enough funds available in your Card Account to complete the transaction; (2) if a merchant refuses to accept your Card or provide cash back; (3) if an ATM where you are making a cash withdrawal does not have enough cash; (4) 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; (5) if access to your Card has been blocked after you reported your Card or Access Code(s) ("Access Code" includes your user ID(s), password(s), PIN(s), and any other access code or credential related to your Card Account) lost or stolen; (6) if there is a hold or your funds are subject to legal process or other encumbrance restricting their use; (7) if we or the Program Manager have reason to believe the requested transaction is unauthorized; (8) if circumstances beyond our or the Program Manager's control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we or the Program Manager have taken; or (9) for any other exception stated in our Agreement with you.

2. **In Case of Errors or Questions about your Card Account.** If you think an error has occurred in your Card Account, promptly call the number on the back of your Card, **855-687-2114**, provide notice through **getjuicecard.com** or write to **Praxell, Inc., Juice Cardholder Services, P.O. Box 315, New York, NY 10018**. We will allow you to report an error until 60 days after the earlier of the date you electronically access your Card Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling **855-687-2114**, the number on the back of your Card, or by writing to the Program Manager at **Praxell, Inc., Cardholder Services, P.O. Box 315, New York, NY 10018**. You will need to tell us: (1) your name and Card Number; (2) why you believe there is an error, and the dollar amount involved, and (3) approximately when the error took place. If you tell us orally, we will require that you send 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 within 10 business days for the amount you think is in error, so that you will have the use of the money during the time it takes to complete the investigation. If we ask you to put your complaint or question in writing and you do not provide it within 10 business days, we may not credit your Card Account. For errors involving new Card Accounts for which the initial deposit or value load occurred within the last 30 days, POS transactions, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Card Accounts, we may take up to 20 business days to provisionally credit your Account for the amount you think is in error. We will tell you the results within three business days after completing the investigation. If we decide that there was no error, we will send you a written explanation and debit your Card Account for the amount of the provisional credit. 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 the Program Manager at the number on the back of your Card. ***Notwithstanding the above, if your card account has not been verified, you will not be credited until our investigation is complete and we have determined an error occurred.*** 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 the Program Manager at the number on the back of your Card.

3. **Lost or Stolen Cards/Unauthorized Transfers.** If you believe your Card, Access Code(s), or PIN has been lost or stolen, call the number on the back of your Card, or **855-687-2114**, or send notice through **getjuicecard.com**, or write to the Program Manager at **Praxell, Inc., Juice Cardholder Services, P.O. Box 315, New York, NY, 10018**. You should also call **855-687-2114**, the number on the back of your Card or write to the address shown here if you believe an electronic transfer has been made using the information from your Card, Access Code(s), or PIN without your permission.

4. **Your Liability for Unauthorized Transfers.** You agree to exercise reasonable control over the information related to your Card Account, including your Card, Access Code(s) and PIN. Tell us AT ONCE if you believe your Card, Access Code(s), or PIN has been lost or stolen. Also, if your transaction history shows transfers that you did not make, including those made with your Card, Card Number or Account Number, or you believe an electronic transfer has been made without your permission, tell us at once. The best way to keep your losses down is by calling the toll-free number on the back of your Card or **855-687-2114**. You could lose all of the money in your Card Account. If you tell us within two business days after you learn of the loss or theft of your Card, you can lose no more than \$50.00 if someone used your Card without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Card, and we can prove that we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as \$500.00. Also, if your online or written Card Account transaction history shows transfers that you did not make, including those made by Card, Access Code or other means, tell us at once. If you do not tell us within 60 days after the earlier of the date you electronically access your Card Account or the date we sent the FIRST written history on which the error appeared, you may not get back any money you lost after the 60 days 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 telling us, we will extend the time periods.

**Mastercard's Zero Liability Policy.** Under Mastercard rules, you will not be held responsible for unauthorized transactions if you have used reasonable care in protecting your Card from loss or theft and you have promptly reported to us when you knew that your Card was lost or stolen. Zero Liability does not apply to Mastercard payment cards that are used for commercial purposes or anonymous prepaid cards (until such time as the identity of the cardholder has been registered with us).



1. **Other Terms.** Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. Except as set forth in the Arbitration Provision, if any provision of this Agreement is determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, whether local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement shall be governed by the law of the State of New York except to the extent preempted or governed by federal law.

2. **Amendment and Cancellation.** We may amend or change the terms and conditions of this Agreement at any time upon at least thirty (30) days written notice to you using at least 12 point font of any change including any change in the "Schedule of All Fees and Charges (Schedule A)." .. We will not apply any amendments or changes to the Arbitration Provision to any arbitration that is pending at the time of the amendment or change. You will be notified of any change in the manner provided by applicable law before the effective date of the change. However, if the change is made for security purposes, we may implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. You also may cancel this Agreement by calling the number on the back of your Card or **855-687-2114**. If you cancel your Card, you may zero out your Card Account balance before closing your Card Account or request that we send you a check in the amount of your Card Account balance when you close your Card Account, which we will do for a fee as set forth in the "Schedule of Fees and Charges (Schedule A)" attached to this Agreement. You have seven (7) calendar days after card activation to request closure of the card account and request a paper check for the balance on your card at no cost. If your Card is canceled by us when your Card Account has a balance, we will send you a check in the amount of your Card Account balance for no charge. In all events, any check we send will be sent to the address we have for you in our records. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement before termination.

- 3. Telephone Monitoring/Recording; Calls and Messages to Mobile Phones.** From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law. We may use automated telephone dialing and electronic mail to provide communications and to contact you about transactions and other important information regarding this Agreement or your relationship with us. Telephone messages may be played by a machine automatically when the telephone is answered whether answered by you, someone else or a voicemail or answering machine. You authorize us to call any telephone number you have given us or you give to us in the future and to play prerecorded messages with information about the Agreement over the phone. You also give us permission to communicate such information to you by e-mail. You understand that, when you receive such calls or e-mails, you may incur a charge from the company that provides you with telecommunications, wireless and/or internet services. You agree that we will not be liable to you for any fees, inconvenience, annoyance, or loss of privacy in connection with such calls or e-mails. You understand that anyone with access to your telephone, answering machine or email account may listen to or read the messages, notwithstanding our efforts to communicate only with you. This authorization is part of our bargain concerning your use of the prepaid card subject to this Agreement and we do not intend it to be revocable. However, to the extent we are required by applicable law to allow you to revoke your consent to these automatic reminders, you may do so by contacting us at **Praxell, Inc., Juice Cardholder Services, P.O. Box 315, New York, NY 10018.**
- 4. No Warranty Regarding Goods and Services.** We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

5. **Arbitration Provision.** This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) shall be arbitrated instead of litigated in court upon the election of either party. *You may reject this Arbitration Provision* by sending us a written notice which gives your name, address, email address, and each Card number with a statement that you reject the Arbitration Provision. The rejection notice must be sent by certified mail, return receipt requested, to **Praxell, Inc., Juice Cardholder Services, P.O. Box 315, New York, NY 10018, Attn: Arbitration Rejection Notice.** A rejection notice must be signed by you and received by us within 45 days after the date you receive the first Card issued under this Agreement. Rejection of arbitration will not affect any other term of this Agreement.

(a) Definitions: As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us, or between you and **Praxell, Inc.**, as Program Manager for the **Juice Prepaid Mastercard®** or any of its agents or retailers, arising from or relating to the Card or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement or any of the foregoing. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims, claims based upon contract, tort, fraud and other intentional torts, consumer rights, statutes, regulations, ordinances, common law and equity, and claims which arose before the date of this Agreement. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your Card, or the Cards of any additional cardholders designated by you; (ii) the amount of available funds on the Cards; (iii) advertisements, promotions or oral or written statements related to the Cards, or goods or services purchased with the Cards; (iv) the benefits and services related to the Cards; (v) data breach or privacy claims arising from or relating directly or indirectly to our disclosure of any non-public personal information about you; (vi) collection of any debt and the manner of collection; and (vii) your enrollment for any Card. We shall not elect to use arbitration under the Arbitration Provision for any individual Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in that court; any Claim that is appealed, transferred or removed from that court shall be subject to arbitration. Also, "Claim" does not include disputes about the validity, enforceability, coverage, or scope of this Arbitration Provision or any part thereof; all such disputes are for a court and not an arbitrator to decide. Notwithstanding the foregoing, the term "Claim" includes any dispute about the validity or enforceability of this Agreement as a whole; any such Claim is for the arbitrator, not a court, to decide. Even if all parties have opted to litigate a Claim in court, you or we may elect arbitration with respect to any Claim made by a new party or any Claim later asserted by a party in that or

any related or unrelated lawsuit (including a Claim initially asserted on an individual basis but modified to be asserted on a class, representative or multi-party basis). Nothing in that litigation shall constitute a waiver of any rights under this Arbitration Provision. As solely used in this Arbitration Provision, the terms "we" and "us" shall for all purposes mean the Bank, the Program Manager, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with any Cards (including, but not limited to merchants who accept the Card, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms "you" or "yours" shall mean all persons or entities approved by us to have and/or use a Card, including but not limited to all persons or entities contractually obligated under any of the Agreements and all additional cardholders.

(b) Initiation of Arbitration Proceeding/Selection of Administrator: Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either Judicial Arbitration and Mediation Services ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within thirty (30) days after you receive notice of our election to select the other organization listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at [www.jamsadr.com](http://www.jamsadr.com); and (ii) AAA at 120 Broadway, Floor 21, New York, NY 10271; website at [www.adr.org](http://www.adr.org). If both JAMS and the AAA are unable to serve as administrator and we cannot agree on a replacement, a court with jurisdiction will appoint the administrator or arbitrator.

(c) Significance of Arbitration: IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF JAMS OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR SHALL NOT CONDUCT A CLASS, PRIVATE ATTORNEY GENERAL OR OTHER REPRESENTATIVE ARBITRATION. THE ARBITRATOR SHALL NOT JOIN OR CONSOLIDATE CLAIMS EXCEPT AS SET FORTH BELOW. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

(d) Restrictions on Arbitration: If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action or private attorney general basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Cardholders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties. This section of this Arbitration Provision is the "Class Action Waiver." (Special procedures apply to Claims that seek public injunctive relief, as set forth below).

(e) Location of Arbitration/Payment of Fees: Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing, administrative and/or hearing fees for any individual Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to your billing address and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.



(f) Arbitration Procedures: This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that this Arbitration Provision shall control if it is inconsistent with the applicable Code or with other provisions of this Agreement. The arbitrator will be selected under the administrator's rules, except that the arbitrator must be a lawyer with experience in the subject matter of the Claim or a retired judge, unless you and we agree otherwise in writing.

The arbitrator shall apply the applicable substantive law, consistent with the FAA, that would apply if an individual matter had been brought in court. The arbitrator may award any damages or other relief of remedies that would apply under applicable law to an individual action brought in court, including, without limitation, punitive damages (which shall be governed by the Constitutional standards employed by the courts) and injunctive, equitable, and declaratory relief (but only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim). The arbitrator will have the authority to award fees and costs of attorneys, witnesses and experts to the extent permitted by the administrator's rules or applicable law. The arbitrator shall apply applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the request party, within 15 days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within 20 days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, if the amount in controversy exceeds, \$50,000, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have 30 days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization

in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Code and issue its decision within 120 days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding except for any appeal rights under the FAA.

(g) No Preclusive Effect: No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Provision.

(h) Continuation and Severance: This Arbitration Provision shall survive cancellation, suspension, revocation or termination of your Card or this Agreement as well as voluntary payment of the debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is held to be invalid or unenforceable, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity except that: (A) If the Class Action Waiver is declared unenforceable in a proceeding between you and us with respect to a Claim that does not seek public injunctive relief, and that determination becomes final after all appeals have been exhausted, this entire Arbitration Provision (except for this sentence) shall be null and void in such proceeding; and (B) If a claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action Waiver and/or elsewhere in this Arbitration Provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim, and that determination becomes final after all appeals have been exhausted, the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for class-wide or public injunctive relief be arbitrated.

1. **Prefunded Check Transactions ("Check Terms").** Prefunded Check Transactions are not allowed in this program.

2. **Delivery of Electronic Communications.** The following E-Communication Disclosure (“**Disclosure**”) applies to any and all communications or disclosures that we are legally required to provide to you in writing in connection with your Card Account and any related products and services (“**Communications**”), to the extent you have consented to receiving such Communications electronically and failure to consent will result in a declined application for a **Juice Prepaid Mastercard**, except as provided below.

***Scope of Communications to Be Provided in Electronic Form.*** When you use a product or service to which this Disclosure applies, you agree that we may provide you with any Communications in electronic format, and that we may discontinue sending paper Communications to you, unless and until you withdraw your consent as described below. Your consent to receive electronic Communications includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with your Card Account and any related products or services
- Your Cardholder Agreement and any notices about a change in terms of your Cardholder Agreement
- Privacy policies and notices
- Error resolution policies and notices
- Responses to claims filed in connection with your Card Account
- Notices regarding insufficient funds or negative balances

***Method of Providing Communications to You in Electronic Form.*** All Communications that we provide to you in electronic form will be provided either (1) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, or (2) by posting such Communications at [go.getjuicecard.com](https://go.getjuicecard.com).

***How to Withdraw Consent.*** You may withdraw your consent to receive Communications in electronic form at any time by calling the number on the back of your Card, **855-687-2114** or by visiting **go.getjuicecard.com**, or by writing to the Program Manager at **Praxell, Inc., Cardholder Services, P.O. Box 315, New York, NY 10018**. If you do withdraw your consent, we will close your Card Account, except where prohibited by law. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your request for withdrawal. In the meantime, you will continue to receive Communications in electronic form. If you withdraw your consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected.

***How to Update Your Records.*** It is your responsibility to provide us with your true, accurate and complete e-mail address (if you have elected to receive e-mail messages from us), your contact information, and other information related to this Disclosure and your Card Account, and to maintain and update promptly any changes in this information. You can update information (such as your e-mail address) by emailing **go.getjuicecard.com** or by calling the number on the back of your Card or **855-687-2114**.

***Hardware and Software Requirements.*** In order to access, view, and retain Communications that we make available to you electronically, you must have:

- An Internet browser that supports **128bit** encryption
- *Google Chrome 52.0.3203.94* or above, *Firefox 57.0* or the equivalent software
- Sufficient electronic storage capacity on your computer's hard drive or other data storage unit
- An e-mail account with an Internet service provider and e-mail software

- A personal computer (*for PCs: i3 core CPU or higher, 4GB memory*), operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing Communications received from us in via a plain text-formatted e-mail or by access to our web site using browser specified above or equivalent software.
- *Adobe Reader version 11 or higher if using Windows 10, Windows built-in with Microsoft Edge*

***Requesting Paper Copies.*** We will not send you a paper copy of any Communication, unless you request it or we otherwise deem it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, call the number on the back of your Card, **855-687-2114**, or visit **go.getjuicecard.com**, or write to the Program Manager at **Praxell, Inc., Juice Cardholder Services, P.O. Box 315, New York, NY 10018**.

***Termination/Changes.*** We reserve the right, in our sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions on which we provide electronic Communications. We will provide you with notice of any such termination or change as required by law.

Rev. 8/2022


Schedule A

**SCHEDULE OF ALL FEES AND CHARGES FOR JUICE PREPAID MASTERCARD®**

**State: ALL**

Transaction/load type	Maximum amount
Maximum balance on the Card	<b>\$25,000.00</b> (includes all cash and direct deposit loads)
Cash withdrawal (ATM)	<b>\$2,500.00</b> per day
Cash withdrawal (bank teller)	<b>Up to the amount of your wages for the most recent pay period or balance remaining on the Card</b>
Cash Withdrawals by other than a Bank Teller or ATM	<b>\$2,500.00 per day</b> (includes all bank teller, ATM and cash back from POS purchases) (the "Daily Withdrawal Limit")
Purchases (POS)	<b>\$2,500.00</b> per day (the "Daily Purchase Limit")
Cash deposits*	<b>\$950.00</b> per day. Requires verification.
Card-to-card transfers (within program)*	<b>\$1,700.00</b> per day. Requires verification.
Direct deposits (bank-to-card transfers)*	<b>\$5,000.00</b> per day (includes all cash and ACH loads) or up to <b>\$10,000.00</b> per day with verification.
*See Section 6.	



<b>FACTS</b>	<b>WHAT DOES METROPOLITAN COMMERCIAL BANK DO WITH YOUR PERSONAL INFORMATION?</b>
<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
<b>What?</b>	The types of personal information we collect and share depend on the product or service you have with us. This information can include:  Social Security