

# Uphold Mastercard Cardholder Agreement

IMPORTANT: PLEASE READ CAREFULLY

## I. Terms and Conditions for the Uphold Mastercard

This Cardholder Agreement (“Agreement”) outlines the terms and conditions under which the Uphold Mastercard (the “Card”) has been issued to you by Evolve Bank & Trust (Member FDIC) (the “Bank”). The Bank has retained a Program Manager to provide certain services on the Bank’s behalf. “Program Manager” for the Uphold Mastercard is Apto Payments, Inc.. “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,” and “our” means the Bank, our successors, affiliates, assignees and our third-party service providers. 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.

This Agreement is provided to you in electronic format pursuant to the E-Signature and Electronic Disclosure Agreement that you accepted and agreed to when you opened your Card Account.<sup>1</sup> By accepting and/or using this Card, you agree to be bound by the terms and conditions contained in this Agreement.

Please keep for future reference the customer service telephone number, 1-855-568-8580 or the toll-free telephone number on the back of your Card in case the Card is lost, stolen or destroyed.

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 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, or applying for a Card, you certify that all information you have provided to us, including, but not limited to, your real name, valid U.S. mailing address and residential address (if different), social security number or identification documentation, date of birth, telephone number and other information provided at our request, is true, accurate and complete. If you falsify, misrepresent, or fail to provide requested information, we may cancel your Card and Card Account. 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, subject to applicable law. We may share any of the information collected and any results of any investigation with the Program Manager, which may be used pursuant to its Privacy Policy <https://www.aptopayments.com/#/privacy>.

**THIS AGREEMENT IS SUBJECT TO MANDATORY ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT AND A WAIVER OF CLASS ACTION PROVISION. SEE SECTION XIX BELOW.**

## II. The Card

A. The Card is a debit card that is funded by your Card Account. The Card allows you to access funds deposited to your Card Account by you or on your behalf. The funds in your Card Account will be FDIC-insured pursuant and subject to applicable law. You may access the funds in your Card Account by using your Card or Card Number or by Automated Clearing House (“ACH”) debit using your Account Number. The Card is not a credit card or a gift card and may not be gifted, sold or transferred. You will not receive any interest on your funds in the Card Account. The expiration date of the Card is listed on the Card. However, the funds in your Card Account will not expire, regardless of the expiration date listed on the Card. If your Card

---

<sup>1</sup>

Account becomes inactive and subject to escheatment under state law, we may remit funds in your Card Account to the state of your residence, and you may claim the funds from the state.

B. You agree that the Card will be used primarily for personal, family and household purposes only and not for business use. You may not use the Card for illegal gambling or any other illegal transaction. We reserve the right to cancel, close or restrict use of the Card and Card Account, including by refusing to process any transaction, if we believe you have violated this Agreement or any applicable law.

C. You must activate the Card and complete the activation process, including setting a Personal Identification Number ("PIN"), before it may be used. You should memorize your PIN and not write down your PIN or keep your PIN with your Card. If you believe that anyone has gained unauthorized access to your PIN, you should advise the Bank, Uphold, and Program Manager immediately, following the procedures in Section XVII (Your Liability for Unauthorized Transfers) below. You may need to provide personal information in order for your identity to be verified and for completion of the activation process. You agree to sign the back of the Card immediately upon receipt.

### III. Fees

The fees relating to the use (including misuse) of your Card or Card Account are set forth in this Agreement and the attached fees exhibit (Exhibit 1) (the "Fees"). Exhibit 1 is incorporated herein by reference. Fees incurred pursuant to the terms of this Agreement will be withdrawn from your Card Account and will be assessed even if there is no 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 Fees, at our sole discretion, as set forth in Section XX (Other Terms). If you request a service that is not included in Exhibit 1 and there is a fee for such service, such fee will be disclosed at the time you request the service and you agree that any such fee may be deducted from your Card Account.

### IV. No Authorized Users

You are responsible for all authorized transactions initiated and fees incurred by use of the Card. You may not permit anyone else to use your Card or Card Account. Without limiting the foregoing, if you permit another person to have access to the Card or Card Account, this will be treated as if you authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms of this Agreement, subject to Section XVI (Lost or Stolen Cards or Unauthorized Transactions) and Section XVII (Your Liability for Unauthorized Transactions) below, and other applicable laws.

### V. Using the Card and Card Account and Limits

Subject to the limitations set forth in this Agreement, you may use your Card and Card Account, as applicable, to access funds in your Card Account, including to purchase goods or services wherever your Card is honored as long as you do not exceed the value available in your Card Account and aggregate purchases do not exceed the limits set forth in Exhibit 2. There may be Fees associated with some of these transactions. For fee information, see the Exhibit 1 attached to this Agreement.

A. With your PIN, the Card may be used to obtain cash at any Automated Teller Machine ("ATM") in the U.S. displaying the Mastercard or Interlink acceptance marks, subject to your applicable daily cash withdrawal limit set forth in Exhibit 2. The Card cannot be used at international ATMs. Fees may apply (see Exhibit 1 for details). ATM owner-operators may impose their own fees and lower limits on cash withdrawals. All ATM transactions are treated as cash withdrawal transactions and subject to your daily cash withdrawal limit. You may use your PIN at any Point of Sale ("POS") device, as permitted by a merchant that bears the [Insert Network (e.g., Maestro, PULSE)] acceptance marks, and subject to your daily purchase limit. Each time you use the Card, you authorize the Bank to reduce the value available in your Card Account balance by the amount of the transaction and any applicable fees.

B. Foreign Transactions. The Card may only be used to conduct transactions within the 50 United States, District of Columbia and U.S. Territories (Puerto Rico, Guam, Northern Marianas, the U.S. Virgin Islands, and American Samoa). The Card may be used to conduct international transactions, including, without limitation, transactions conducted on international merchant websites or mobile applications accessible within the United States; provided the merchant accepts the Mastercard or any other logo on the Card. All debits to your Card Account will be posted in U.S. dollars. Transactions made in a foreign currency are converted into U.S. dollar amounts by [Visa/Mastercard], using its then current currency conversion procedure and rate. The currency conversion rate used on the processing date may differ from the rate in effect on the transaction date or periodic statement posting date. Foreign transactions are subject to foreign transaction fees, as set forth in Exhibit 1, and will be included in the amount charged to your Card Account.

C. Card Not Present Transactions. If you initiate a transaction without presenting your Card (such as for a mail order, internet or telephone purchase or an ACH debit), the legal effect will be the same as if you used the Card itself. For security reasons, the amount or number of such transactions you may make may be limited.

D. The total amount of purchases, transfers, reloads and cash withdrawals (including withdrawals inside a bank office) that you can perform in any single day or over any other period is limited to the amounts set forth in the enclosed Exhibit 2. For security reasons, you may be further limited as to the number or dollar amount of transactions you can make with your Card. We may, at our discretion, modify the limits from time to time. You will be notified of any change in the manner provided by applicable law prior to the effective date. Card limits are subject to periodic review and may be changed based on your Card Account history, activity, and other factors, including but not limited to your Card activity. We retain sole discretion to apply and change limits.

E. You may add funds to your Card Account at any time. The maximum deposit amount is set forth in Exhibit 2. You agree to present the Card and meet identification requirements to complete deposit transactions as may be required from time to time. Deposit locations may have their own deposit limits that may be less than our allowable amount. Deposit locations also may assess a fee to deposit funds to your Card Account. You also may direct deposit funds to your Card Account by providing the Bank's routing number and your assigned Account Number to your employer or other direct deposit payor. You cannot deposit funds into your Card Account by check or money order.

## VI. Split Transactions and Authorization Holds

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

B. Authorization Holds. When you use your Card to purchase goods or services or to make a cash back withdrawal transaction, the merchant may attempt to obtain preauthorization for the transaction. If the merchant makes such a request, a "hold" is placed on your Card Account balance for the amount of the preauthorization request (which may vary in some cases from the amount of the actual purchase, depending on the merchant or purchase type), until the merchant sends the final payment amount of your purchase, or for up to sixty (60) days, even if you fail to make the purchase. During the hold period, you may not have access to the preauthorized amount in your Card Account. We will not be responsible if any transactions are not completed because of the hold. If the preauthorization request varies from the amount of the actual transaction, the actual transaction amount will be debited from your Card Account, even if this results in your Card Account balance becoming negative. You remain responsible for any negative balances in your Card Account. If you use the Card at an automated fuel dispenser ("pay at the pump"), the transaction may be preauthorized for an amount up to \$100.00. If the Card is declined, but you have sufficient funds available in your Card Account, you should use the Card to pay for the purchase inside with the cashier. If you use the Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the transaction may be preauthorized for the purchase amount plus up to 20% to ensure there are sufficient funds available to cover tips or incidental

expenses incurred. You do not have the right to stop payment on any purchase or payment transaction originated by use of the Card.

#### VII. Obligation for Negative Balances

Each time you initiate a Card transaction, you authorize the Bank 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 Exhibit 1. 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. If you fail to pay us amounts owed under this Agreement, we may refer your Card Account and collection of amounts owed to a collection agency.

#### VIII. 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 transaction. If these recurring transactions vary in amount, the recipient of the recurring transaction should inform you, ten (10) days before each payment, when it will be made and how much it will be. You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set. If you have provided instructions for recurring transactions from your Card Account, you can stop the payment by notifying us orally at 1-855-568-8580 or in writing to 150 Sutter Street, P.O. Box 372, San Francisco, CA 94104 at least three (3) 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 fourteen (14) days after you call. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, we will be liable 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.

#### IX. Preauthorized Credit.

If you have arranged to have direct deposits made to your Card Account at least once every sixty (60) days from the same person or company and you do not receive a receipt/statement (paystub), you can call us at 1-855-568-8580 to find out whether or not the deposit was made.

#### X. Statements

You may obtain information about the amount of funds available in your Card Account by using the Uphold mobile application or visiting the Uphold website at <https://uphold.com>. This information, along with a 12-month history of Card transactions, is available by logging into your account using the Uphold mobile application or website. You also have a right to obtain a 24-month written history of Card transactions by sending an email to [cardsupport@uphold.com](mailto:cardsupport@uphold.com) or by calling 1-855-568-8580. Pursuant to the E-Signature and Electronic Disclosure Agreement, we will deliver any account statements required by law to you in electronic form. This means you will not automatically receive paper statements. You are responsible for keeping track of your available Card Account balance. Merchants generally will not be able to determine your available balance. It is important to know your available Card Account balance before making any transaction.

#### XI. Return and Refunds

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

#### XII. Receipts

You should get or request a receipt at the time you make a transaction or obtain cash using your Card. You agree to retain your receipts to verify your transactions. You can get a receipt at the time you make any transfer from your Card Account using one of our ATM terminals.

#### XIII. **CARD CANCELLATION, SUSPENSION AND LIMITS AND CARD REPLACEMENT**

We reserve the right, in our sole discretion, to limit your use of the Card, including limiting or prohibiting specific types of transactions. The Bank may refuse to issue a Card, revoke Card privileges or cancel your Card with or without cause or notice, other than as required by applicable law. If you would like to cancel the use of your Card, you may do so by calling [Insert Toll Free Number] or the number on the back of your Card. You agree not to use or allow others to use an expired, revoked, cancelled, suspended or otherwise invalid Card. The cancellation of Card privileges will not otherwise affect your rights and obligations under this Agreement. Not all services described in this Agreement are available to all 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 their rights under this Agreement without losing them.

If you need to replace the Card for any reason, call 1-855-568-8580 or send an email to [cardsupport@uphold.com](mailto:cardsupport@uphold.com) to request a replacement. You will be required to provide personal information which may include the 16-digit Card number, your full name and knowledge of the Card transaction history. If you believe the Card has been lost or stolen, you may immediately disable it by calling us at 1-855-568-8580. We may cancel any Card that has been disabled for sixty (60) calendar days or longer.

#### XIV. Confidentiality

The Bank 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 the Bank your written permission; (5) to our and the Bank's employees, auditors, affiliates, service providers, or attorneys as needed; (6) in order to collect funds you may owe us; and (7) as otherwise provided in the Bank's Privacy Policy Notice <https://www.getevolved.com/privacy-policy/>.

#### XV. Our Liability for Failure to Complete Transactions

In no event will Bank or Program Manager be liable for consequential damages (including lost profits), extraordinary damages, special or punitive damages. Neither Bank nor Program Manager will be liable, for instance: (1) if, through no fault of Program Manager or of the Bank, 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 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 Program Manager or the Bank has reason to believe the requested transaction is unauthorized; (8) if circumstances beyond Program Manager or the Bank's control (such as fire, flood or

computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that Program Manager or the Bank has taken; or (9) any other exception stated in this Agreement with you.

#### XVI. Lost or Stolen Cards or Unauthorized Transfers

If you believe your Card or PIN has been lost, stolen or compromised, call 1-855-568-8580 or the number on the back of your Card or write to us by email at [cardsupport@uphold.com](mailto:cardsupport@uphold.com) or write us at 150 Sutter Street, P.O. Box 372, San Francisco, CA 94104. You should also call us at the number set forth in this Section or write us at the address set forth in this Section if you believe an electronic transfer has been made using the information from your Card or Card Account without your permission.

#### XVII. Your Liability for Unauthorized Transactions

You agree to exercise reasonable control over your PIN(s); user ID(s); and password(s) and any other access code related to your Card Account (each, an "Access Code") and your Card. If you believe the Card or Access Code has been lost, compromised or stolen, immediately contact us at [Insert phone number] or email us at [Insert Email Address]. Telephoning is the best way to minimize your possible losses. If you believe the Card has been lost or stolen, or that someone has transferred money or may transfer money from your Card Account without your permission, call 1-855-568-8580 or email at [cardsupport@uphold.com](mailto:cardsupport@uphold.com). We may suspend or cancel your Card and/or corresponding Card Account in the event of excessive reports of Card loss or theft. 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). In the event that Mastercard Zero Liability does not apply, if you notify us within two (2) business days after you learn of any unauthorized transactions, you can lose no more than \$50.00 if someone used your Card without your permission. If you do not notify us within two (2) 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 promptly notified us, you could lose as much as \$500.00.

Also, if you become aware of and/or your statement shows transactions you did not make, notify us at once following the procedures stated in Section XVIII (Your Right to Dispute Errors). If you do not notify us within sixty (60) days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time.

You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or unauthorized use of your Card or Access Code(s). You also agree to cooperate completely with us and the Bank in attempts to recover funds from unauthorized users and to assist in their prosecution. The Bank may issue replacement Card(s) or Access Code(s), but only after you have provided such proof and security or indemnification as the Bank may require. In addition, you acknowledge that the Bank may have to deactivate your Card(s) and/or Card Account to prevent future losses. If you share your Card(s) or Access Code(s) with another person, use of your Card Account by that person may be considered as authorized. If you authorize another person to use your Card or Access Code(s), you agree that you will be liable for all transactions arising from use of the Card or Access Code(s) by such person except as otherwise set forth in this Agreement. In all cases, our liability for an unauthorized transaction is limited to reimbursing you for the face amount of the unauthorized transaction and any corresponding fees, except as otherwise required by applicable law. A transaction is unauthorized if it is not initiated by you, you did not give permission to make the transaction or you do not benefit from the transaction in any way.

#### XVIII. Your Right to Dispute Errors

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

1. Tell us your name and account number.

2. Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

3. Tell us the dollar amount of the suspected error.

If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (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 forty-five (45) days (ninety (90) days for those transactions at merchant POS terminals, processed on a new account, or initiated outside the United States) to investigate your complaint or question. If we decide to do this, we will credit your account within ten (10) business days for the amount you think is in error so that you will have full use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new accounts (an account where the first deposit to the account occurs less than 30 days before the error), we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

## XIX. Arbitration

This Section 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.

A. Definitions: As used in this Arbitration Section, the term "Claim" means any claim, dispute or controversy between you and Bank, Program Manager or any of their 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, including the validity, enforceability or scope of this Arbitration Section or the Agreement. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. 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, goods or services purchased with the Cards; (iv) the benefits and services related to the Cards; and/or (v) your enrollment for any Card. We shall not elect to use arbitration under the Arbitration Provision for any 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 appeals from that court shall be pursued only in arbitration. As used in this Arbitration Section, the terms "we" and "us" shall for all purposes mean the Bank, Program Manager, their respective 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 Section, 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 335 Madison Avenue, New York, NY 10017; website at [www.adr.org](http://www.adr.org).

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, YOU WILL NOT 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 ARBITRATION OR A JOINT ARBITRATION, 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 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.

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 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 Section 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 (to the extent enforceable under the FAA) this Arbitration Section shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and 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 fifteen (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 twenty (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, 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 thirty (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 one hundred twenty (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.

G. Continuation: This Arbitration Section shall survive termination of your Card 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 Section is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Section, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

XX. Other Terms.

A. The Card and your obligations under this Agreement may not be assigned. The Bank may transfer its rights under this Agreement. Use of the Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. The Bank does not waive its rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Tennessee except to the extent governed by federal law.

B. By activating the Card or by retaining, using or authorizing the use of it, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a jurisdiction where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the fifty (50) states of the United States ("U.S.") or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information you provide to us in connection with the Card is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card.

C. The terms and conditions of this Agreement may be revised by posting a revised version in the Uphold mobile application or at <https://uphold.com/>. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, the Bank or Program Manager can implement such change without prior notice. We may cancel or suspend the Card or this Agreement at any time. You may cancel this Agreement by returning the Card to the Bank. Your termination of this Agreement will not affect any of the Bank's or Program Manager's rights or your obligations arising under this Agreement prior to termination. In the event your Card is cancelled, closed or terminated for any reason, any remaining available funds associated with the Card Account will be returned to you, subject to any contrary provision in this Agreement and applicable law.

**Exhibit 1****Fees**

<b>ALL FEES</b>	<b>AMOUNT</b>	<b>DETAILS</b>
<b>Get Started</b>		
Card Purchase Fee	\$9.95	Fee charged to obtain the Uphold card
Card Activation Fee	\$0.00	No fee charged for Card Activation
Account Registration Fee	\$0.00	No fee charges for Account Registration
<b>Monthly Usage</b>		
Monthly Fee	\$0.00	No monthly fee charged
Weekly Fee	\$0.00	No weekly fee charged
<b>Add Money</b>		
Retail Load	N/A	N/A
MoneyGram Load	N/A	N/A
Western Union Reload	N/A	N/A
GreenDot Reload	N/A	N/A
Direct Deposit	N/A	N/A
Card-to-Card Transfer	N/A	N/A
Bank-to-Card Transfer	N/A	N/A
Cardholder-to-Cardholder Transfer	N/A	N/A
<b>Spend Money</b>		
Retail Unload	N/A	N/A
MoneyGram Unload	N/A	N/A
Western Union Unload	N/A	N/A
GreenDot Unload	N/A	N/A
POS PIN Debit Purchase	\$0.00	No fee charged for POS PIN Debit purchases
POS Signature Purchase	\$0.00	No fee charged for POS Signature Debit purchases
Bank Teller Withdrawal	\$0.00	No fee charged for Bank Teller withdrawals
Send Money	N/A	N/A
POS PIN Purchase (Declined)	\$0.00	No fee charged for POS PIN Purchase (Declined)
POS SIG Purchase (Declined)	\$0.00	No fee charged for SIG Purchase (Declined)
<b>Get Cash</b>		
ATM Withdrawal In-Network (US)	\$2.50	Fee applies to transactions done at In-Network ATMs (US)
ATM Withdrawal Out-of-Network (US)	\$2.50	Fee applies to transactions done at Out-of-Network ATMs (US)
ATM Withdrawal (Declined)	\$0.00	No fee charged for ATM Withdrawal (Declined)
<b>Information</b>		
Automated System Customer Service	\$0.00	No fee charged for Automated System Customer Service
Live Agent Customer Service Fee	\$0.00	No fee charged for Live Agent Customer Service
ATM Balance Inquiry	\$0.00	No fee charged for ATM Balance Inquiry
<b>Using your card outside the U.S.</b>		
ATM Withdrawal (Int'l)	\$3.50	Fee applies to transactions done at ATMs (Int'l)
ATM Withdrawal (Declined) (Int'l)	\$0.00	No fee charged for International ATM Withdrawal

POS PIN Debit Purchase (Int'l)	\$0.00	No fee charged for International POS PIN Debit purchases
POS Signature Purchase (Int'l)	\$0.00	No fee charged for International POS Signature Debit purchases
POS PIN Purchase (Declined) (Int'l)	\$0.00	No fee charged for International POS PIN Purchase (Declined)
POS SIG Purchase (Declined) (Int'l)	\$0.00	No fee charged for International POS SIG Purchase (Declined)
<b>Other</b>		
Inactivity Fee	\$0.00	No fee charged for Inactivity
Close Card	\$0.00	No fee charged for closing card
Replace Card	\$9.95	Fee charged to process and distribute a replacement card
Expedite Card	N/A	N/A

**Exhibit 2****Transaction Limits**

<b>ALL LIMITS</b>	<b>AMOUNT</b>	<b>DETAILS</b>
<b>Get Cash</b>		
Daily ATM withdrawal amount (US)	\$1,500.00	Total daily maximum withdrawal amount (US)
Daily ATM withdrawal transactions (US)	10	Total daily maximum number of withdrawals (US)
Maximum ATM withdrawal amount (US)	\$500.00	Maximum amount of a single ATM withdrawal (US)
Daily ATM withdrawal amount (Int'l)	\$1,500.00	Total daily maximum withdrawal amount (Int'l)
Daily ATM withdrawal transactions (Int'l)	10	Total daily maximum number of withdrawals (Int'l)
Maximum ATM withdrawal amount (Int'l)	\$500.00	Maximum amount of a single ATM withdrawal (Int'l)
<b>Spend Money</b>		
Daily maximum purchases amount	\$10,000.00	Total daily maximum of purchases
Daily maximum number of purchases	15	Total daily maximum of number of purchases
Maximum amount of purchase	\$5,000.00	Maximum amount for a single purchase