

Equals Money Corporate Prepaid Mastercard® Cardholder Agreement

IMPORTANT – Please read this Agreement carefully and keep it for future reference.

1. Terms and Conditions for the Equals Money Corporate Prepaid Mastercard®.

- 1.1. These Terms and Conditions (“terms”) are the terms on which Equals Money PLC (“We, Us, Our, Equals, Equals Money”) supply products and/or services to You. In these Terms and Conditions “You” means the account holder of the products and/or services supplied by Us, except where specifically stated.
- 1.2. This document, including the “Schedule of All Fees and Charges (Schedule A),” is an agreement (“Agreement”) containing the terms and conditions that apply to the **Equals Money Corporate Prepaid Mastercard®** issued by Cross River Bank (Member FDIC) pursuant to a license from Mastercard International Inc. (“Mastercard”). “Cross River Bank” and “CRB” are registered trademarks of Cross River Bank © 2014. You, the “Business”, shall be responsible for notifying Cardholders of the relevant terms applicable to their Card use and for ensuring that each Cardholder complies with the terms and conditions set forth in this Agreement, which includes an Arbitration Provision in Section 47. Please read this Agreement carefully and keep it for future reference. By accepting and/or using any Card, the Business agrees to be bound by the terms and conditions contained in this Agreement.
- 1.3. The “Program Manager” for the Equals Money Corporate Prepaid Mastercard is Equals Pay LLC and the Customer Service telephone number is (833) 295 3757 or the toll-free telephone number on the back of your Card.
- 1.4. This Website (or this “Website”) meaning www.equalsmoney.com and any associated domain, or mobile and web App (or the “App”) is owned and operated by Equals Money PLC, Vintners’ Place, 68 Upper Thames Street, London, EC4V 3BJ, United Kingdom.
- 1.5. Use and access to this Website and App is provided on the basis of the following terms and conditions.

2. Definitions

- 2.1. The definitions and rules of interpretation in this clause apply in these terms as follows:
- 2.2. The “Program Manager” for the Equals Money Corporate Prepaid Mastercard® is Equals Money.
- 2.3. “**Card**” means an Equals Money Corporate Prepaid Mastercard issued by the Bank in the name of a designee of the Business.
- 2.4. “**You**” and “**your**” mean the “**Business**” and, where applicable, each “**Cardholder**”, and any Members who are authorized to use the Card as provided for in this Agreement.

- 2.5. **"Card Account"** means the records we maintain to account for the transactions made with the associated Card(s). This is the Account linked to each Card.
- 2.6. **"Account Owner"** or **"Business"** means the commercial enterprise that qualified for and opened the Card Account and owns the funds in the Account. Account Owner must be an organization and may be an individual operating as a sole proprietorship, partnership, limited liability company, corporation, trust or other form of commercial entity authorized by applicable law. The owners or Members of the Account Owner must also personally guarantee and be personally liable for all transactions associated with the Card(s) and the Account. All such guarantees are unlimited and joint and several where Account Owner has multiple owners or principals.
- 2.7. **"Access Code"** means any user ID(s), password(s), PIN(s), and any other access code or credential related to a Card.
- 2.8. **"Authorized user"** means any person you notify us of, in writing, and who we accept has authority to act on your behalf.
- 2.9. **"Cardholder"** means a person associated with and designated by the Business in writing to make purchases on behalf of the Business and any Member issued a Card at the request of the Admin. Each Cardholder will be issued a Card linked to the Account Owner's Account and subject to any restrictions or limitations established by the Admin.
- 2.10. **"Card Number"** means the 16-digit number printed or embossed on a Card or available through the Electronic Platform.
- 2.11. **"Account Number"** means the number provided to the Business for the purpose of initiating deposits to the Card Account for a Card.
- 2.12. **"Account Balance"** means the money held on the platform available to be spent by Authorized Users of the Card(s).
- 2.13. **"Applicable Law"** means all applicable statutes, bylaws, ordinances, subordinate legislation and other laws (regardless of their source), including any judicial or administrative interpretation of them, in force from time to time in the United Kingdom or United States.
- 2.14. **"We," "us," and "our"** means Equals Money as your Program Manager.
- 2.15. **"Bank"** means Cross River Bank, our successors, affiliates or assignees.
- 2.16. **"UBO"** means Ultimate Beneficial Owner.
- 2.17. **"PIN"** means the Personal Identification Number that is issued to the Cardholder to verify transactions on the Card.
- 2.18. **"Business Day"** means Monday through Friday, excluding federal and legal banking holidays in the State of New Jersey, from 9:00 AM – 5:00 PM ET.
- 2.19. **"Client Money"** means money held by Cross River Bank on your behalf, which will be held in a designated client account, segregated from our money and not used as business expenditure unless specifically set out in these terms.
- 2.20. **"Client Nominated Account"**: the bank account nominated by us from time to time into which the client funds will be paid.
- 2.21. **"Electronic Platform"**: the electronic trading platform used by us to

provide the services.

2.22. **“Goods and services”**: all goods and services including, but not limited to, intellectual property, such as computer software and patents, and land.

2.23. You acknowledge that you have not relied on any statement, promise, representation, assurance, or warranty made or given by or on behalf of us which is not set out in these terms and that you shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in this agreement.

3. **Who can use our services?**

3.1. You must be eighteen (18) years or over to use our services.

3.2. If you are using or attempting to use our services on behalf of a business or any entity, you must have authority to bind the business or entity on whose behalf you use our services. In doing so, that business or entity accepts these terms and conditions. We reserve the right to seek confirmation you have suitable authority where we deem this appropriate.

3.3. Your use of our services must not violate any Applicable Laws. You commit to us that your use of our services does not violate any laws applicable to you. You take responsibility for any consequences of your breach of this section.

4. **Identity Verification.** 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 Account Owner or UBO. What this means for you:

4.1. When you apply for an Account, we are required to verify any UBO of an organization and request documents necessary to verify such.

4.2. We may also ask for information to verify the identity of Cardholders. Business information which may be collected, includes but is not limited to address, entity organizational documents and certificates, and federal employer identification number (EIN).

4.3. Personal information that may be collected from the Business' principal owners, representatives and Cardholders includes name, address, phone number, date of birth, social security number or country identification number, driver's license or passport and other information that will allow us to identify you.

4.4. By participating in the Equals Money Corporate Prepaid Mastercard®, 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.

4.5. If you falsify, misrepresent, or fail to provide requested information, we may cancel the entire application or any existing account and cards. 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, refuse or delay your access to any such funds.

5. **Anti-money laundering policies**

- 5.1. We reserve the right to perform identity checks in accordance with these terms on all individuals who place an Order. By law, we must check your identity and perform relevant checks on your business. We will do so by searching your record at identity authentication companies and fraud prevention agencies. The agencies will keep a record of our search. We may use an automated scoring system as part of our verification process, or we may ask you for documentary evidence. We may also need to visit your business premises. If we suspect that you have given us false or inaccurate information, we may record our suspicions at fraud prevention agencies and may pass information about you to law enforcement agencies without further notice to you.
- 5.2. We are obliged by law to monitor and report any unusual or suspicious transactions of any size taking place where we have reasons to believe the money is derived from unlawful or illegal activity.
- 5.3. We reserve the right at all times to refuse to process any Order or terminate any Contract which we believe, in our sole discretion, is connected in any manner to any unlawful or illegal purpose.
- 5.4. There is a statutory obligation on all our employees and their agents to report suspicious transactions to law enforcement agencies. Where any such report is made, we accept no liability for any delay in transmission of, or confiscation of the funds.

6. **Language**

- 6.1. These Terms and Conditions are written in the English language. If this text is translated into another language and there is a conflict between versions, the English text will prevail.

7. **Shortfall**

- 7.1. In the event of there being a shortfall on your account, we will seek reimbursement of the shortfall from you immediately. We will seek to transfer the shortfall amount from any other account that you have with us, from another payment method that you may nominate at that time, or from any funds that you subsequently pay into your account. Until the shortfall has been paid, we may suspend your account.

8. **Closing your Account**

- 8.1. Normally, we will give you 60 days' notice before closing your Account. However, we can close your Account immediately if we suspect fraud or misuse of the Account, if you act in a threatening or abusive manner to our staff and representatives, if you are in breach of these terms and conditions, if we have security concerns, or if required by law. We will tell you of the closure as soon as we can or are permitted to do so.

9. **Reliance on information posted**

- 9.1. We shall use its reasonable endeavors to ensure that any dated information contained or reproduced on the Website and App is up to date at the stated date of its publication.

10. **Intellectual property**

- 10.1. All intellectual property and materials comprising or contained in the Website and App are owned or licensed by us unless otherwise expressly stated.

- 10.2. You are entitled to access the Website and App for the purposes of accessing the facilities offered by us. You may not use in any way, directly or indirectly, the Website and App or any of its components for any other purpose. The materials contained on the Website and App may not be copied or redistributed for commercial purposes or for compensation of any kind without prior written permission from us.

11. Account Use and Purpose

- 11.1. Subject to the limitations set forth in this Agreement, you may use your Card or Card details to purchase goods or services wherever your Card is honored provided you do not exceed the value available to your card. Aggregate purchases should not exceed the limits set forth in clause 20 **“Limitations on Frequency and Dollar Amounts of Transactions”** of this Agreement. For fee information, see clause 58 **“Schedule of Fees and Charges”** attached to this Agreement.
- 11.2. You agree not to use your Card for illegal gambling or any other illegal purpose. If any Cardholder is permitted to use the Card, the Account Owner will be responsible for any transactions made and any fees incurred by the Cardholder even if the Cardholder exceeds the scope of the authority granted to such Cardholder by the Account Owner.
- 11.3. If a transaction causes a Card to have a negative balance, we may deduct any negative balance amounts from the Account Balance(s) or future funds on the Account Balance(s).
- 11.4. Cardholders should only be persons the Account Owner trusts to honor its instructions and limitations.
- 11.5. You will be provided with the Routing number or SWIFT BIC, Account Number and your unique reference once your Account has been established to enable you to make payments to your Account Balance(s). The Bank routing number and your assigned Account Number are for the purpose of initiating credits to your Account Balance by wire payment or ACH debit. The Bank SWIFT BIC and Account Number are for the purpose of initiating credits to your Account Balance by SWIFT payment.

12. Use of our online services

- 12.1. This clause applies if you use our Electronic Platform or such other platform we may elect for our customers to use from time to time.
- 12.2. Upon our approval of your request to access the electronic platform, we grant you (and your authorized users) a non-exclusive non-transferable license to use the Electronic Platform.
- 12.3. You acknowledge that due to the nature of the internet and electronic communication there is a risk that communications may not operate free from error or interruption. We shall not be liable for:
- 12.3.1. any error or interruption in communications; or
 - 12.3.2. any losses or delays in the transmission of instructions caused by any ISP or software failure; or
 - 12.3.3. for any breaches of security of the electronic platform beyond our reasonable control.

13. Cybercrime Alert: Emails and Bank Details

- 13.1. There is a significant and increasing risk posed by cyber fraud, specifically with the interception of email accounts and bank account details.
- 13.2. Please be extra vigilant when making payments and ensure you are only making payment to bank details you have been provided with from us.
- 13.3. For confirmation of such details please contact us or verify through your online account on the Electronic Platform.

14. Limitations on liability

- 14.1. All content shown on the Website and App (and all products and services provided by it) are provided and made available without any warranties, conditions or guarantees given by us. In particular, we do not warrant the accuracy, suitability, reliability, completeness, performance and/or fitness for the purpose of the content of any products and services available through this Website and App.
- 14.2. We use reasonable skill and care in providing our products and services to you. However (to the maximum extent permitted by law) we are not liable to you for any loss, damage, claim or compensation (including loss of profit or loss of use) arising out of:
 - 14.2.1. Any inability to perform any of our obligations due to failure of any technical or computer systems, or due to any other abnormal or unforeseeable circumstances beyond our control (such as acts of God, terrorism, war, government action or natural disaster), the consequences of which would have been unavoidable despite all its efforts to the contrary.
 - 14.2.2. Any breach by us of any of our obligations, where such breach is due to our duty to comply with any applicable laws of the United Kingdom.
 - 14.2.3. Any loss resulting from third party misuse, including but not limited to email interception, stolen identity, and fraud.
 - 14.2.4. Any damage to your computer equipment as a result of using this Website or any products or services provided from it.
 - 14.2.5. Any change in foreign currency rates applicable to your card or account activity, which may occur from time to time.
- 14.3. The disclaimers and limitations of liability in these terms shall not apply to any damages arising from death or personal injury caused by the negligence of us or any of our employees or agents or for fraud.

15. Warranties, representations, and undertakings

- 15.1. You warrant and represent to us on a continuing basis that all information that you supply to us is complete, true, accurate and not misleading in any material respect, and that:
 - 15.1.1. you are acting as a principal and not as another party's agent or representative;
 - 15.1.2. you are not prevented by any legal disability or subject to any law or regulation that would prevent you from performing your obligations under these terms and any related transactions contemplated by them;

- 15.1.3. you have all necessary consents and have the authority to enter into an agreement under these terms and subsequent Orders or other transactions contemplated by them (and if you are a body corporate, you are properly empowered and have obtained all necessary corporate or other authority pursuant to its constitutional and organizational documents);
- 15.1.4. you comply with all relevant laws, regulations, exchange control requirements and registration requirements.
- 15.1.5. You undertake to inform us with immediate effect, if you are a corporation, where beneficial ownership of your corporation changes by more than 10%.

16. Confidentiality, privacy and data protection

- 16.1. 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 ours and Equals' employees, auditors, affiliates, service providers, or attorneys as needed; and (6) as otherwise provided in our Privacy Policy Notice below, and the Equals Privacy Policy: www.equalsmoney.com/us/privacy
- 16.2. By using the Website and App you confirm that all data you provide is accurate.

17. Our contact details

- 17.1. You can contact us via the contact page facility on the Website or App.

18. Complaints

- 18.1. If you are unhappy in any way with your Account, please tell us so we can try to resolve the situation. You can file a complaint via email, post or by calling us. Please visit the contact page on the Website or App.
- 18.2. We will aim to resolve any complaints within 15 business days of receiving your complaint and in exceptional circumstances within 35 business days. Non-payment related complaints may take up to 8 weeks to resolve.
- 18.3. You can request our complaints procedure via email, phone or by visiting our Website or App.
- 18.4. If we are not able to resolve the complaint to your satisfaction and you are eligible, you may be able to refer it to the Consumer Financial Protection Bureau Ombudsman.
- 18.5. The Consumer Financial Protection Bureau Ombudsman is a free, independent service which might be able to settle a complaint between you and us. Their contact details are:

Phone

(855) 830 7880

(202) 435 7880

TTY/TDD (202) 435 9835

Email

CFPBOmbudsman@cfpb.gov

19. Assignment

19.1. We may assign the benefit and burden of these terms or any Contract or Order to another company at any time. If we do this, your rights will not be affected.

20. Limitations on Frequency and Dollar Amounts of Transactions.

20.1. The total amount of purchases and cash withdrawals that you can perform in any single day is limited to the Transaction Limits set forth below. The following grid is provided in order to highlight the frequency and limitations of Cardholder transactions in a single day. We reserve the right to place further limits on your account for any reason

20.2. Where functionality is provided to place further limits on an individual card, either in frequency or dollar amounts, the Account Owner is responsible for ensuring these limits are set correctly.

Transaction Type	Maximum Frequency/Amount
Maximum Company Balance amount	\$2,000,000.00
Maximum Balance per individual card	\$200,000.00
Maximum Cash Withdrawal amount per individual Card	\$3,000.00 per day
Maximum number of ATM Cash withdrawals per individual Card	5 per day
Maximum Card load amount per individual card load	\$200,000.00 per day
Maximum single Card load amount per individual card load	\$20,000
Maximum card unload value per day per individual card	\$200,000.00

21. Corporate Card

21.1. The Cards are business prepaid cards. Each Card allows its related Cardholder to access funds loaded to the Card. The Business' USD funds in the Card Accounts will be FDIC-insured. The Cards will remain the property of the Bank and must be surrendered upon demand. The Cards are not transferable, and they may not be canceled, repossessed, or revoked at any time without prior notice subject to applicable law.

- 21.2. A Cardholder may access the funds loaded to his or her Card by presenting the Card in person or by providing the Card Number to a merchant to pay for goods and services. The Cards are not credit cards or gift cards, nor are they intended for gifting purposes. The Cards may not be used to disburse payroll or compensation to any person, including the associated Cardholder. Interest will not be paid on funds on deposit in the Card Accounts. The funds loaded to a Card will not expire, regardless of the expiration date on the front of the Card.
- 21.3. The Business may have as many Card Accounts as we shall allow at our discretion. The Business is an unlimited guarantor for all activities on the Cards. The owners or principals of the Business must personally guarantee and be personally liable for all transactions associated with the Cards. All such guaranties are unlimited and are also joint and several where the Business has multiple owners or principals. The Business can add or remove Cardholders, obtain Card and Card Account information, deposit funds to Card Accounts, transfer funds among Card Accounts and take administrative actions in connection with the Card Accounts and Cards as contemplated by this Agreement.
- 21.4. Cardholders must be individuals who are associated with the Business. The Business is the owner of all funds in the Card Accounts at all times and Cardholders agree that their Cards shall only be used as authorized by the Business, which may never involve transactions intended for personal, family or household purposes of the Cardholder or any other person.
- 21.5. The Business must notify us to revoke any Cardholder's authorization to use a Card. The Business may do this through the Website or App, by calling the number on the back of any Card or 1-833-295-3757, by visiting app.equalsmoney.com or by writing to Equals Money PLC, Vintners Place, 68 Upper Thames Street, London EC4V 3BJ, United Kingdom. If the Business instructs us to revoke a Cardholder's use of a Card, we will cancel the Card once we have had a reasonable opportunity to take action.
- 21.6. The Business is wholly responsible and liable for all transactions made with the Cards, Card Numbers and the Account Number, subject to applicable law or as otherwise provided in this Agreement. The Business' liability applies even if a Cardholder exceeds the scope of his or her authority, including but not limited to, situations where the Cardholder uses the Card for personal, family or household purposes, or when a Cardholder authorizes a third-party to use a Card. The Business shall ensure that Cardholders are not permitted to authorize other persons to use their Card. To cancel a Card, call the toll-free number on the back of your Card or 1-833-295-3757. Once we notice of such a revocation (cancellation) and have had a reasonable time to act we will exercise reasonable efforts to block additional purchases on the Card.
- 21.7. The Card can be used at any location that displays the Mastercard Acceptance Mark. Before using the Card you need to make sure there are enough funds available in your Account Balance(s). The Card is not a credit card and is not connected to a bank account. The Card is an electronic

money (e-money) device. Neither you nor the Cardholder will receive any interest on any funds held on the Card.

21.8. Cardholder requirement

21.8.1. To receive a Card the Cardholder must be at least 18 years old.

21.9. Activating the Card

21.9.1. When you receive your Card, we may ask you to activate it following the procedures in clause 21.4 or clause 21.5 before using it to make transactions.

21.10. Physical Card

21.10.1. The Cardholder will need to activate their Card by logging into their account via the Website or App and viewing the Card details, before they will be able to use it. The Cardholder will receive a PIN for use with their Card, which can be changed by logging into their account via the Website or App to a more memorable number and then completing the change via an ATM. Only one PIN will be issued for each Card. You will need a PIN to: obtain cash at an ATM, 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 notify the Program Manager, following the procedures in clause 39 below titled "**Your Liability for Unauthorized Transfers**".

21.10.2. The Card will remain the property of Cross River Bank and must be returned if requested. The Card is non transferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law.

21.11. Virtual Card

21.11.1. The Cardholder will need to activate their Card by logging into their account via the Website or App and viewing the Card details, before they will be able to use it.

21.12. Card Balances

21.12.1. You will be able to add and remove money from the balance or balances associated with the Card via the Website or App, to be spent once the Card has been activated. You will be able to view any transactions made on the Card against an associated balance. We reserve the right not to accept any moving of money between balances.

21.13. Using your Card

21.13.1. We will deduct the value of your transactions from the balance on the Card as soon as they are made. We will also deduct any applicable fees as soon as they are payable. See below for details of all fees associated with the Card. If sufficient funds are not credited on your Card at the time of a transaction to cover the amount of the transaction and the fees, the transaction will be declined.

21.14. Cancellation and expiration of your Card

- 21.14.1. If you wish to cancel the Card, you can update the status immediately through the platform or by contacting us. If the Card is canceled, we will immediately block it so it cannot be used. You must destroy it securely by cutting it up, making a clear cut directly through the Card chip and signature strip (if present).
 - 21.14.2. You will not be entitled to a refund of money already spent on transactions authorized or pending or any fees for use of the Card before the Card is canceled or expires. If you cancel the Card, you can transfer any unused funds to another Card once all transactions and fees have been deducted. Alternatively, you can request we arrange for any unused funds to be refunded to you for a fee (see fee table below). The Cardholder will have no right to receive a refund.
 - 21.14.3. We may also cancel your Card immediately if we suspect fraud or misuse of your Card, if we have any other security concerns or we need to do so to comply with the law. If we do this, we will tell you as soon as we can, after we have taken these steps.
 - 21.14.4. When the Card expires it will no longer be valid and the Cardholder will no longer be able to use it. We will arrange for the balance of funds to be transferred to a new Card after deducting any outstanding transactions and fees. However, we will not issue a new Card if you tell us in writing at least 28 days before the Card expires that you do not wish us to replace the Card.
- 21.15. Keeping the Card secure**
- 21.15.1. The Cardholder must keep the Card safe and not let anyone else use it. If you permit another person to have access to your Card or Card Number, you are liable for all transactions made with the Card or Card Number and all related fees incurred by those persons.
 - 21.15.2. You should check the online account and Card statement regularly. If there is an entry which seems to be wrong, you should tell us as soon as possible so that we can investigate it. During our investigation, you should cooperate with us and with other authorities, if we need to involve them.
 - 21.15.3. If the Cardholder loses the Card, it is stolen or they suspect that it has been used by someone other than the Cardholder, you must tell us immediately by calling +1 833-295-3757 during business hours so that we can cancel the Card. Alternatively, mark the Card as lost or stolen via our App or the Website.
- 21.16. Personal Identification Number**
- 21.16.1. A PIN is a four-digit code that we provide to each Cardholder to be used in lieu of signing for a transaction. Only one PIN will be issued for each Card at any point in time. The Cardholder can retrieve their PIN that they may use with their Card. Avoid selecting a PIN that can be compromised using other information about you, such as numbers from your date of birth. Cardholders will need a PIN to obtain cash at an ATM or to make a PIN purchase. Taking care of

your PIN is essential to help prevent fraud and protect your account. Cardholders should not let anyone else use their Card, and should not tell anyone else their PIN, password or other security information. Memorize your PIN, password and other security information. Never record your PIN or other security information. If a Cardholder believes that anyone has gained unauthorized access to their PIN, they should immediately pause the card in the app and/or call the number on the back of their Card, (833) 295 3757, or send notice through www.equalsmoney.com, or write to the Program Manager at Equals Money – Equals Money Corporate Prepaid Mastercard, hello@equalsmoney.com. You must follow the procedures in clause 39 below titled “**Your Liability for Unauthorized Transfers.**” We will never ask you to tell us your PIN. If you are in any doubt whether a call, email, text, or any other form of communication is genuine, or if you are suspicious about them, make a record of their details and call us.

22. **Authorized users**

22.1. If you permit another person to have access to your Card, you are liable for all transactions made with the Card, and all related fees incurred by those persons. If an admin wants to cancel a card, they must follow the instructions on our website, or call 1-833-295-3757. If a card is lost, stolen or is in the name of a person who no longer requires a card, you are responsible and liable for all transactions and fees incurred by you or any other person. If you tell us to revoke (cancel) another person’s use of your Card, we may revoke (cancel) the Card and issue a new Card with different card details such as card number, CVV, expiration date, PIN etc. You are wholly responsible for the use of each Card according to the terms of this Agreement, subject to clause 38 labeled “**Lost or Stolen Cards/Unauthorized Transfers**” below, and other applicable laws.

23. **Adding Funds to Your Card**

23.1. You will be able to add and remove money from the balance(s) associated with the Card via the Website or App, to be spent once the Card has been activated. You will be able to view any transactions made on the Card against an associated balance. We reserve the right not to accept any moving of money between balances or to reject and return any funds credited to your account.

24. **Using Your Card to Get Cash.**

24.1. With a PIN, your Cardholders may use their Cards to obtain cash or check their balance at any Automated Teller Machine (“ATM”) that bears the Mastercard® brand. The maximum amount of cash a Cardholder may withdraw at an ATM on a daily basis is shown in the limits set forth in clause 20 “**Limitations on Frequency and Dollar Amounts of Transactions**” of this Agreement. ATM operators may impose additional withdrawal limits. All ATM withdrawals will be charged in accordance with the accompanying fee found in clause 58 “Schedule of Fees and Charges (Schedule A)”. In addition, when a Cardholder uses an ATM, they may be charged a fee by

the ATM operator or any network used (and a Cardholder may be charged a fee for a balance inquiry even if they do not complete a fund transfer).

25. **Split Transactions**

25.1. If a Cardholder does not have enough value loaded on their Card they 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.

26. **Transactions Using Your Card Number**

26.1. If you initiate a transaction without presenting your Card (such as for a mail order, internet or telephone purchase), the legal effect will be the same as if you used the Card itself.

27. **Your Obligation for Negative Balance Transactions**

27.1. Each time you initiate a Card transaction, you authorize the merchant to reduce the funds available in your Card balance by the amount of the transaction and all associated fees. You are not allowed to exceed the available amount in your Card balance through an individual transaction or a series of transactions (creating a “negative balance”). Nevertheless, if any transactions cause the balance in your Card to go negative, including any purchase transactions where the retailer or merchant does not request authorization, you shall remain fully liable for the amount of any negative balance and any corresponding transaction fees. We may deduct any negative balance amounts from any current or future funds on your Card or recoup such negative balance from the Company Balance. You agree to pay us promptly for the negative balance and any related fees. We also reserve the right to cancel your Card, or suspend or cancel all other Cards attached to your Account, if you create one or more negative balances with your Card.

28. **Business Days**

28.1. Our business days are Monday through Friday, excluding federal and legal banking holidays in the State of New Jersey.

29. **Authorization Holds**

29.1. You do not have the right to stop payment on any purchase transaction originated by use of your Card(s), other than a Recurring Transaction as described in the Section below titled “**Recurring Transactions.**” When you use your Card(s) 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 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 the Bank 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.

29.2. 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.

29.3. 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.

30. **Recurring Transactions**

30.1. If you intend to use your Card for recurring transactions, you should monitor your balance and ensure you have funds available in your 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 Account to cover the recurring transaction. If these recurring transactions may vary in amount, the person you are going to pay should tell 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 authorized a merchant to make the recurring transaction, you also should contact the applicable merchant in order to stop the recurring transaction.

31. **Returns and Refunds**

31.1. 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 for such refunds. 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.

32. **Card Cancellation and Suspension; Limits.**

32.1. We reserve the right, in our sole discretion, to limit your use of the Card(s), including limiting or prohibiting specific types of transactions. We or 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 or Account, you may do so by contacting us. 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 the 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 or the Bank can waive or delay enforcement of any of our rights under this Agreement without losing them.

33. International Transaction Fee

- 33.1. If you initiate a transaction in a currency or country other than the currency or country in which your Card was issued, you will be charged a fee on the transaction (including credits and reversals) as set forth in clause 58 "**Schedule of Fees and Charges (Schedule A)**" attached to this Agreement. This fee is in addition to the currency conversion rate. If the transaction is in a currency other than the currency of the country in which your Card was issued, the merchant, network, Program Manager or card association that processes the transaction may convert the transaction (including credits and reversals) into the currency of your Card in accordance with its policies and rates in effect at the time of the transaction. If Mastercard International ("Mastercard") converts the transaction, it will establish a currency conversion rate for this convenience using a rate selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date which may vary from the rate Mastercard itself receives, or the government mandated rate in effect for the applicable central processing date. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.

34. Receipts

- 34.1. 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.

35. Obtaining Balance and Transaction Information for Your Card; Periodic Statements Alternative

- 35.1. You should keep track of the amount of funds available in your Account. You may obtain information about the amount of funds you have remaining in your Card or Account Balance along with a 12-month history of account transactions on-line, through our customer self-service website shown on the back of the Card. You also have the right to obtain a 24-month written history of account transactions by calling +1 833-295-3757, or using the details shown on our 'contact us' page: www.equalsmoney.com/us/contact.

36. Our Liability for Failure to Complete Transactions

- 36.1. In no event will We or the Bank 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 Bank, a Cardholder does not have enough funds available on their Card to complete the transaction; (2) if a merchant refuses to accept the Card (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 PIN 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 Bank have reason to believe the requested transaction is unauthorized; (8) if circumstances beyond our or the Bank's control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we or the Bank have taken; or (9) for any other exception stated in our Agreement with you.

37. **In Case of Errors or Questions about your Account** contact our Customer Services team by calling +1 833-295-3757, or using the details shown on our 'contact us' page: www.equalsmoney.com/us/contact.

38. **Lost or Stolen Cards/Unauthorized Transfers**

- 38.1. If a Cardholder believes their Card or PIN has been lost or stolen they should block their card using our pause option on the user account and contact our Customer Services team using the details on our Contact page. You should also contact us if you believe an electronic transfer has been made using the information from your Card or PIN without your permission.
- 38.2. If the Business or any Cardholder believes an error occurred, a Card, PIN, or Access Code(s) has been lost or stolen, or that someone has made an unauthorized transaction with a Card or may attempt to use a Card without permission, you agree to notify us immediately by calling the number on the back of the Card, or (833) 295 3757, or sending notice through www.equalsmoney.com, or writing to the Program Manager at Equals Money – Equals Money Corporate Prepaid Mastercard, hello@equalsmoney.com. You will need to tell us: (1) the Business name; (2) your name; (3) the Card Number and other identifying details; (4) why you believe there is an error; (5) the dollar amount involved; and (6) approximately when the error took place. We will cancel the Card, and if our records show that available funds remain in the Card Account, we will issue a replacement Card loaded with the remaining value. You agree to assist us in determining the facts relating to any possible unauthorized use or error associated with the Card, and to comply with the procedures we may require for any investigation.

39. **Your Liability for Unauthorized Transfers**

- 39.1. You agree to exercise reasonable control over your PIN(s) and password(s) and any other access code related to your Account and your Card(s). Tell us AT ONCE if you believe your Card(s) or passwords have been lost or stolen. If your transaction history shows transactions that you did not make with your Card or Card Number, tell us at once. You will be responsible for all authorized and unauthorized transactions made through

the use of any Card, except as otherwise described in this Agreement. Cardholders will not have the benefit of any consumer law limiting liability with respect to the unauthorized use of a Card. This means liability for the unauthorized use of a Card could be greater than the liability in a consumer prepaid card transaction. You accept and agree to undertake the additional risk and greater measure of liability associated with the use of business purpose cards as described in the Agreement. Electronic transfers made to an account used for business purposes, regardless of account ownership, are not subject to the Electronic Funds Transfer Act and Regulation E. In the case of a discrepancy or questions about electronic transaction(s), contact us using the details displayed on our contact us page.

40. 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).

41. **Other Terms**

- 41.1. Your Card and your obligations under this Agreement may not be assigned. We and/or the Bank 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 and the Bank do not waive our rights by delaying or failing to exercise them at any time. 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 Jersey except to the extent preempted or governed by Federal law.

42. **Fees**

- 42.1. The fees relating to the use (and misuse) of your Card are set forth in clause 58 “**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 Account and/or Card(s) and will be assessed so long as there is a remaining balance in your Account and/or Card(s), 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 and upon review and written approval by the Bank as set forth in the Section of this Agreement titled “**Amendment and Cancellation.**” If you request a service that is not included in this Schedule of Fees and Charges 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 Account.

43. **Links to other sites**

- 43.1. The Website and App may contain links to third party Websites. Such links are provided to you for your convenience only.
- 43.2. We have no control over any material which has been published or contained on such third party Websites. We do not warrant the content or accuracy of such third party Websites nor do we accept responsibility or

liability in relation to the content or products offered by or through such third party Websites.

44. Amendment and Cancellation

44.1. We or the Bank may amend or change the terms and conditions of this Agreement at any time. Account Owners 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 or the Bank can implement such change without prior notice. We or the Bank may cancel or suspend your Card(s) or this Agreement at any time. You also may cancel this Agreement by email or on the phone. If you cancel your Card(s), you may zero out your Card balance and Account Balance before closing your Account. If your Card is canceled by us when your Card has a balance, we will return the balances to the source of funds for no charge. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement before termination.

45. Telephone Monitoring/Recording

45.1. From time to time we or the Bank 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.

46. No Warranty Regarding Goods and Services

46.1. We and/or the Bank are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card. All such disputes should be addressed to the merchants from whom the goods and services were purchased.

47. Arbitration Provision

47.1. 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.

47.1.1. Definitions: As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us, or between you and Equals. Program Manager for the Equals Money Prepaid Mastercard® Card and/or the Bank 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, including the validity, enforceability or scope of this Arbitration Provision 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 (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 Provision, the terms “we” and “us” shall for all purposes mean 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.

47.1.2. 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; and (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at www.adr.org.

47.1.3. 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.

- 47.1.4. 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.
- 47.1.5. 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.
- 47.1.6. 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 (to the extent enforceable under the FAA) this arbitration Provision 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, 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 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 except for any appeal rights under the FAA.

47.1.7. 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.

47.1.8. Continuation: This Arbitration Provision 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 Provision 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 Provision, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

48. **Delivery of Electronic Communications**

48.1. 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 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 an Equals Spend For Business Prepaid Mastercard Card, except as provided below.

- 48.2. *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:
- 48.2.1. All legal and regulatory disclosures and communications associated with your Account and any related products or services
 - 48.2.2. Your Cardholder Agreement and any notices about a change in terms of your Cardholder Agreement
 - 48.2.3. Privacy policies and notices
 - 48.2.4. Error resolution policies and notices
 - 48.2.5. Responses to claims filed in connection with your Account
 - 48.2.6. Notices regarding insufficient funds or negative balances
- 48.3. *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 on our website at
- 48.3.1. www.equalsmoney.com/us
- 48.4. *How to Withdraw Consent.* You may withdraw your consent to receive Communications in electronic form at any time by calling 1-833-295-3757, or using the details shown on our 'contact us' page: www.equalsmoney.com/us/contact. 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.
- 48.5. *How to Update Your Records.* It is your responsibility to provide us with a true, accurate and complete email address (if you have elected to receive e-mail messages from us), your contact information, and other information related to this Disclosure and your Account, and to maintain and update promptly any changes in this information. You can update information (such as your email address) using the instructions on the Equals App and website.
- 48.6. *Hardware and Software Requirements.* In order to access, view, and retain Communications that we make available to you electronically, you must have:

- 48.6.1. An Internet browser that supports 128 bit encryption
- 48.6.2. Microsoft Internet Explorer 6.0 or above, or the equivalent software
- 48.6.3. Sufficient electronic storage capacity on your computer's hard drive or other data storage unit
- 48.6.4. An email account with an Internet service provider and email software
- 48.6.5. A personal computer (1.0 GHz Base or higher), operating system and telecommunications connections to the Internet capable of receiving, accessing, displaying, and either printing or storing Communications received from us via a plain text-formatted e-mail or by access to our web site using browser specified above or equivalent software.
- 48.6.6. Adobe Reader version 9.0 or higher
- 48.7. *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, contact us by calling 1-833-295-3757, or using the details shown on our 'contact us' page: www.equalsmoney.com/us/contact.
- 48.8. *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.

49. Schedule of Fees and Charges:

All fees and charges in this Schedule are exclusive of any applicable taxes

Schedule A

SCHEDULE OF ALL FEES AND CHARGES FOR Equals Money Corporate Prepaid Mastercard®.

TYPE	COST	DETAILS
Adding Funds To/From Your Card	\$0.00	No fee

• Value Load	\$0.00	No fee
• Direct Deposit	\$0.00	No fee
• Card-to-Card Transfer (within same Account)	\$0.00	No fee
• ATM Withdrawal (US)	\$3.00	Plus third party ATM operator fees, if any. Per withdrawal, plus third party ATM operator fees, if any.
• ATM Withdrawal (with currency conversion)	\$3.00 + 1.5% of transaction amount	Per withdrawal, plus the Foreign transaction surcharge and third party ATM operator fees, if any.
• POS PIN Debit Purchase (with currency conversion)	1.5%	Per any international PIN based transactions
• POS Signature Purchase (with currency conversion)	1.5%	Per any international Signature based transactions
ATM Balance Inquiry	\$0.00	Plus third party ATM operator fees, if any
ATM Balance Inquiry (Int'l)	\$0.00	Plus third-party ATM operator fees, if any
Monthly Fees	Up to \$300.00	Maximum monthly fee. See website for specific pricing
Replace Card	\$10.00	Maximum replacement card fee. See website for specific pricing

New Card Fee	Physical card \$10.00 per card Virtual card \$5.00	\$10.00 + VAT per physical card ordered. Maximum virtual card order fee. See website for specific pricing
Card Activation Fee	\$0.00	No fees

49.1. Our contact details

49.1.1. You can contact us via the contact page facility on the Website or App.

Your Card is registered for FDIC insurance eligibility and other protections. Your funds will be held at or transferred to Cross River Bank, an FDIC-insured institution. Once there, your funds are insured for the benefit of the Business up to \$250,000 by the FDIC in the event Cross River Bank fails, if specific deposit insurance requirements are met and your card is registered. See fdic.gov/deposit/deposits/prepaid.html for details.

No overdraft/credit feature.

Contact Equals Money by calling (833) 295 3757, by mail at Equals Money, Floor 3, Vintners' Place, 68 Upper Thames Street, London, EC4V 3BJ, UNITED KINGDOM, or visit www.equalsmoney.com.

SCHEDULE A

The fees and charges contained in this Schedule are collectively referred to as the “Fee Schedule”

All Fees	Amount	Detail
Incomplete transactions		
Returned payment	\$50	Charged for each instance of a returned payment.
Transfer charges		
SWIFT fee	\$20	Charged per outbound SWIFT transaction
SEPA fee	\$3	Charged per outbound SEPA transaction
Additional information: SWIFT and SEPA fees are displayed in the platform as the customer executes a transaction.		
GBP international	\$1	Charged per GBP transaction where the Recipient's bank account is located within the United Kingdom and is able to accept Faster Payments Service (FPS) or BACS transactions
USD domestic	\$0	Charged on all USD transactions where the Recipient's bank account is located within the United States
Non-settlement		
Non-settlement charge	Effective Federal Funds Rate + 3%	Calculated daily. Charged on all funds that are not settled as per the terms of this Agreement. For more information on the Federal Funds Rate, please visit this website:

		https://www.newyorkfed.org/markets/reference-rates/effr
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50. **Bank Privacy Policy Notice:**

FACTS	WHAT DOES CROSS RIVER BANK DO WITH YOUR PERSONAL INFORMATION?	
Why?	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.	
What?	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> · Identification Information · Account Balances · Transaction History · Account Transactions · Checking Account Information · Wire Transfer Instructions <p>When you are no longer our customer, we continue to share your information as described in this notice.</p>	
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Cross River Bank chooses to share; and whether you can limit this sharing.	
Reasons we can share your personal information	Does Cross River Bank share?	Can you limit this sharing?
For our everyday business purposes such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No

For our marketing purposes to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	No
For our affiliates' everyday business purposes information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes information about your creditworthiness	No	We don't share
For non-affiliates to market to you	No	We don't share
Questions?	Call 1-866-363-8226 or visit https://www.crossriver.com/	
What We Do		
How does Cross River Bank protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings. We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.	
How does Cross River Bank collect my personal information?	We collect your personal information, for example, when you <ul style="list-style-type: none">· Open an account· Apply for financing· Provide account information· Give us your contact information	

- Show your driver's license

We also collect your personal information from others, such as credit bureaus, affiliates or other companies

Why can't I limit all sharing?

Federal law gives you the right to limit only:

- sharing for affiliates' everyday business purposes - information about your credit worthiness
- affiliates from using your information to market to you
- sharing for non-affiliates to market to you

State laws and individual companies may give you additional rights to limit sharing.

Definitions

Affiliates

Companies related by common ownership or control. They can be financial and non-financial companies. *Cross River Bank does not share with our Affiliates so they can market to you.*

Non-affiliates

Companies not related by common ownership or control. They can be financial and non-financial companies. *Cross River Bank does not share with non-affiliates so they can market to you.*

Joint Marketing

A formal agreement between non-affiliated financial companies that together market financial products or

services to you. *Our joint marketing partners include credit Account companies.*

Other Important Information

For Alaska, Illinois, Maryland and North Dakota Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing – without your authorization.

For California Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing – without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us.

For Massachusetts, Mississippi and New Jersey Customers. We will not share personal information from deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing – without your authorization.

For Texas Customers. If you have a complaint, first contact the customer service division of Cross River Bank at 1-866-363-8226. If you still have an unresolved complaint regarding the company's money transmission activity, please direct your complaint to Texas Department of Banking, 2601 North Lamar Boulevard, Austin, Texas 78705, 1-877-276-5554 (toll free), www.dob.texas.gov.

For Vermont Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing without your authorization, and we will not share personal information with affiliates about your creditworthiness without your authorization.