

Welcome to



Thank you for opening your Spendr Digital Wallet. We look forward to serving you. Use your Wallet to make purchases and earn Spendr Rewards.

This Spendr Prepaid Digital Wallet Welcome Package has four sections:

1. Consumer Terms and Conditions of Service Agreement.
2. Summary of Fees that are applicable to your Digital Wallet.
3. Comprehensive Service and Fee Schedule.
4. Spendr Rewards Program Terms of Use

Consumer Terms and Conditions of Service

Effective June 17, 2026

These Terms and Conditions of Service ("Terms and Conditions") govern your use of the Spendr, Inc. ("Spendr") Software Services Application ("Spendr Services"). Spendr and you are referred to herein each as a "Party" and together as the "Parties." By accessing and/or using the Spendr Services, you agree that you have read, agree with, and accept all of these Terms and Conditions, as well as the Spendr Privacy Policy ("Privacy Policy"), which is available at www.spendr.com/legal and is incorporated herein by this reference. If you do not agree to these Terms and Conditions, you must immediately stop using the Spendr Services. THESE TERMS AND CONDITIONS CONTAIN ARBITRATION AND INDEMNITY PROVISIONS, AS WELL AS A CONSENT TO RECEIVE COMMUNICATIONS ELECTRONICALLY IN LIEU OF MAILING YOU PAPER COPIES. Spendr may modify these Terms and Conditions at any time by posting a revised version on www.spendr.com/legal. We will provide you with notice of such modifications as required by applicable law. Amended Terms and Conditions will be considered effective at the time they are posted at spendr.com/legal and your continued use of the Spendr Services will constitute your acceptance of the amended Terms and Conditions.

THESE TERMS INCLUDE, AMONG OTHER THINGS, YOUR AUTHORIZATION FOR DEBITS FROM AND TO YOUR DESIGNATED BANK ACCOUNT (AS DEFINED HEREIN) VIA THE AUTOMATED CLEARING HOUSE NETWORK.

GENERAL:

The Spendr Services is a payment platform provided by Spendr, in its capacity as a paid agent on behalf of Participating Merchants that facilitates the processing of cashless Transactions in connection with the purchase by Merchant Customers of goods and services from any Participating Merchant. Participating Merchants contract with Spendr to access Spendr Services as a result of certain impediments to the acceptance of debit and credit card payments through the customary bank card networks. In that respect, the Spendr Services facilitates the ability of: (i) Merchant Customers to Load funds to a prepaid digital wallet account with Custodial Bank ("Wallet Account"); and (ii) Participating Merchants to accept electronic payments from Merchant Customers for goods and services. By agreeing to these Terms and Conditions, you acknowledge that you understand and agree with the following: (1) Spendr provides the Spendr Services primarily for the benefit of Participating Merchants; (2) All Wallet Account Funds are held within an FDIC insured omnibus account at the Custodial Bank; (3) neither your bank nor any Participating Merchant's bank is party to this Agreement; (4) to the extent that your bank, or any Participating Merchant's

bank, has any responsibilities contemplated by this Agreement, such responsibilities are governed by separate agreements between you and your bank, and Participating Merchant and their bank, respectively; and (5) funds held in your Wallet Account may only be used to purchase goods and services from Participating Merchants as provided under these Terms and Condition and may not be used or transferred for any other purpose.

Spendr and its licensors exclusively own all right, title and interest in and to the Spendr Services, including all associated intellectual property rights. You acknowledge that the Services are protected by copyright, trademark, and other laws of the United States and foreign countries.

1. SPENDR AUTHORIZATION

1.1. ACH Authorization The Spendr Services enable Participating Merchants who have enrolled to use the Spendr payment software to conduct Transactions with Merchant Customers. By using the Spendr Services, you authorize us and our affiliates to direct, from time to time, the appropriate financial institution to execute transfers in accordance with your payment instructions via an Automated Clearing House (“ACH”) transfer in each of the following situations: (i) to Load funds from your Designated Account into your Wallet Account (each, a “Load”) for use in conducting Transactions for goods and services with Participating Merchants; and (ii) to process the transfer of any remaining balance from your Wallet Account to the Designated Bank Account the original Load was made from. You acknowledge and agree that: (a) both Loads and Withdrawals will be processed through ACH, (b) all Loads and Withdrawals are governed by ACH rules, and (c) your ACH Transactions will comply with U.S. law. You can learn more about the ACH at www.nacha.org.

You hereby authorize your Designated Bank to respond to our or the Custodial Bank’s inquiries regarding the Designated Bank Account. You further agree that, at all times during which these Terms and Conditions remain in effect, the Designated Bank Account shall be located in the United States, and that no Withdrawal or Reversal will be directed to an account located outside the United States. For purposes of ACH debits and credits, and all electronic payments made or received through the Spendr Service, you agree to be subject to and comply with this Agreement, the Nacha Rules, and all other applicable laws, rules and regulations. In addition, you also authorize us and our affiliates to charge your Wallet Account via non-ACH debits in the amount of each Transaction you execute with a Participating Merchant, including as necessary to cover any sales, use or other taxes payable on Participating Merchant Transactions, and for adjustments to these various amounts. Your authorizations under this Agreement will remain in full force and effect until we receive your written notification of termination in such time and manner as to afford Spendr a reasonable opportunity to act on your termination notice.

1.2. Return or Dishonor If any amount payable by you is dishonored or returned for any reason, such as, but not limited to, insufficient funds, account closed, inability to locate account, or reversal by you and/or your bank, Spendr may, and you hereby authorize it to,; (i) reverse any corresponding credit issued to a merchant without liability to us, (ii) reverse a Transaction, (iii) refuse to perform further Services, (iv) initiate another debit in substitution for the dishonored debit until the debit is honored and to initiate separate debits to cover any NSF fee or dishonored Transaction, (v) charge you a one-time insufficient funds penalty fee for each occurrence, (vi) report this information to any and all credit agencies and/or financial institutions, and/or (viii) immediately terminate this Agreement. You represent, warrant and acknowledge that Spendr may undertake any one or more of the foregoing actions in its sole and absolute discretion. In addition to any fees that may be assessed by Spendr, you hereby acknowledge that you may also be subject to additional third-party fees, such as insufficient funds, ACH reversal, or other fees that your bank may charge. In the event that Spendr is unable to successfully recover any deficiency in your Wallet Account utilizing any one or more the remedial powers under this Section, you hereby agree to pay the full amount of such deficiency to Spendr within five business days of written demand made therefor by Spendr.

1.3. Limits of Service As a technology provider to Participating Merchants, Spendr creates all Data File(s) necessary to permit Merchant Customers to Load funds into a Spendr Wallet Account to be used

exclusively for the purchase of goods or services from Participating Merchants. Upon receipt of the Data File(s) from Spendr, the Custodial Bank shall process it in accordance with applicable rules and regulations. In light of the foregoing, you acknowledge that Spendr is not a bank, credit reporting institution, money service business, or money transmitter. The Spendr Services can only be used at Participating Merchants and in a manner consistent with these Terms and Conditions. Spendr does not guarantee that your Transactions with any Participating Merchant will be completed and does not insure, endorse, or assume any liability for products or services you purchase from a Participating Merchant. Spendr does not assume any liability for payments, returns, refunds, chargebacks, declined Transactions, or any responsibility with respect to questions or disputes you may have with a Participating Merchant. A current listing of all Participating Merchants can be found on the Spendr App

2. ELIGIBILITY; REGISTRATION

2.1. Eligibility By using the Spendr Services as a Merchant Customer, you represent and warrant that you are a resident of the United States, 18 years or older, and not listed on any U.S. Government list of prohibited or restricted parties. The Spendr Services may only be used in the United States.

2.2. Registration During the Merchant Customer registration process, you will be required to provide certain personal information, including your name, address, birthdate, email address, text-enabled cellular/wireless telephone number, Government-issued ID (only required on Loads in excess of a total of \$3,000 per month), and relevant Designated Bank Account information (collectively, "Merchant Customer Information"). As part of the registration process, each Merchant Customer will be given a unique User ID ("User ID"), which will be used for user identification within the Spendr Platform and will not be visible to the user. The designated cellular/wireless telephone number of the Merchant Customer will be used to login into the Spendr App. You represent and warrant that the Merchant Customer Information you provide to Spendr is accurate and complete. You also agree to keep such information true and accurate at all times by logging on to your Spendr App and updating such information, as appropriate or by contacting Spendr Support for information that cannot be updated directly through the Spendr App. You authorize Spendr, directly or through third parties, to make any inquiries or otherwise use such information to verify your identity, obtain a personal credit report from a credit bureau in accordance with the Fair Credit Reporting Act, and perform the services that are necessary to enable you to use the Spendr Services with Participating Merchants, as well as other uses permitted by Spendr's Privacy Policy. To the extent that we are unable to verify any Merchant Customer Information, we reserve the right to deny you access to the Spendr Services.

2.3. Spendr Profile In the event you satisfy the registration requirements set forth above, you will become an authorized Spendr Services user with a Spendr Profile containing your Merchant Customer Information. You will need continuous access to your registered phone number to login to your Spendr Profile, manage Merchant Customer Information, and view Transaction History on the Spendr Mobile App.

2.4. Limited License Upon acceptance of your Registration, Spendr grants to you a limited non-exclusive, non-transferable license, with no right to sublicense, to download and install the App on your personal computers, mobile handsets, tablets, wearable devices, and/or other devices and to run the App to Load funds to your Wallet Account exclusively for the purchase of goods and services from Participating Merchant solely for your own personal non-commercial purposes. Except as expressly permitted in these Terms and Conditions, you may not: (i) copy, modify or create derivative works based on the App; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile or disassemble the App (unless applicable law permits, despite this limitation); or (iv) make the functionality of the App available to multiple users through any means.

2.5. Security of Login Credentials You are the only person authorized to use your Spendr Wallet Account and are solely responsible for maintaining the confidentiality thereof. You shall not permit or allow other persons to have access to or use your Spendr Wallet Account. You are responsible for the use of the Spendr Services under your Spendr Wallet Account. You are responsible for protecting the information on

your computer and mobile device such as by installing anti-virus software, updating your software, password protecting your files, and not permitting third party physical or electronic access to your computer or bank account.

3. USE OF SPENDR SERVICES TO EXECUTE TRANSACTIONS

3.1. Mobile Device Requirements In order to use the Spendr Services, your mobile device must have the ability to receive SMS text messages, an internet connection, and support an up to date version of one of the following browsers: Chrome, Safari, or Edge.

3.2. Conducting A Transaction At the point-of-sale, the Participating Merchant will direct you to confirm the amount of your Transaction using the Spendr App. By doing so, you authorize Spendr, on behalf of the Participating Merchant, to originate a credit to the Participating Merchant's sub-account with the Custodial Bank from your Wallet Account in the amount of the Transaction. The Participating Merchant may also require you to provide a valid driver's license or other government-issued photo identification. The Spendr App will not process payment for any Transaction the amount of which exceeds the balance of your Wallet Account or otherwise violates these Terms and Conditions.

3.3. Your Designated Bank Account You are solely responsible for complying with any terms set by your bank with respect to your Designated Bank Account. You may be subject to third-party fees, such as insufficient fund fees, reversal, ACH insufficient funds, or other fees that your bank may charge. The Spendr Services are not a debit card, and the terms, benefits, and protections associated with the Spendr Services may vary from those that apply to a debit card issued by your bank. If you use the Spendr Services to make a purchase that exceeds the balance in the checking account linked to the Spendr Services, that account may become overdrawn even if you chose to not allow overdrafts with respect to a debit card issued by your bank. Similarly, the liability limits applicable to the Spendr Services may be different than those applicable to a debit card issued by your bank.

3.4. Participating Merchant Not Required To Accept A Participating Merchant is not required to accept your payment for goods or services using the Spendr Services. You may not hold Spendr liable for any damages resulting from a Participating Merchant's decision not to accept a payment, including the cost of any substitute goods that you purchase due to such decision.

3.5. Collection And Use Of Technical Information You agree that Spendr may collect and use technical data and related information including, but not limited to, information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Spendr Services. Spendr may also use this information, as long as it is in a form that does not personally identify you, to improve our products or to provide services or technologies to you.

4. Privacy

Your privacy is extremely important to Spendr. A copy of the Spendr Privacy Policy is available at www.spendr.com/legal and is incorporated herein by this reference.

5. Fees

5.1. No Fees For Spendr Services Spendr Services are provided primarily as a payment processing service to Participating Merchants, which are responsible for the payment of all operating fees related to the use of Spendr Services. Except as provided in this section 5.1, Merchant Customers will not be charged any fees by Spendr for accessing or utilizing the Spendr Services. Your account will be charged an inactivity fee of \$5 per month in the event that your account has remained dormant for a 24-month period and there is a positive balance on the account. In addition, you will also be charged a fee in

accordance with the table shown below, in the event that any Load is returned by your Designated Bank for insufficient funds or otherwise.

ACH Return Fees	1st time	2nd time	3rd time+
Fee	\$0	\$15	\$20

5.2. Message And Data Rates May Apply Messaging and data usage are required to utilize the Spendr Services. Therefore, you may incur message and data charges billed by your data and message provider.

6. Electronic Communications Delivery Policy. Amendments

6.1. Consent

- (a) **Transactional and Regulatory Communications:** You hereby agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (“Transactional and Regulatory Communications”) that Spendr provides in connection with your Spendr Profile and your use of the Spendr Services, and further agree and consent to conduct transactions pursuant to this Terms and Conditions through electronic means. Transactional and Regulatory Communications include, but are not limited to, communications involving and one or more of the following:
- All legal and regulatory disclosures and communications associated with the Spendr Services;
 - Agreements and policies (e.g., these Terms and Conditions and the Spendr Privacy Policy), including updates to these agreements or policies, which will be binding and enforceable;
 - Transaction alerts and other notifications related to the status of, or activity in, your Wallet Account; and
 - All other alerts and communications between Spendr and you concerning the Spendr Services, including, but not limited to, the delivery of one-time passwords or notices involving Promotional Programs or new or revised Spendr products or features.
- (b) **Marketing and Promotional Communications:** You hereby agree and consent to receive electronically, including by SMS text messaging and email delivery, any and all marketing and promotional communications delivered by Spendr, both on its own behalf and on behalf of any of its Participating Merchants or independent product brands, the primary purpose of which is the commercial advertisement or promotion of a commercial product or service (“Marketing Communications”). Marketing Communications may be sent by Spendr using artificial or prerecorded voice messages and automatic telephone dialing systems. This consent is not required as a condition to using the Spendr Mobile Wallet and making purchases therewith and may be revoked at any time. Marketing Communications and Transactional and Regulatory Communications are collectively referred to herein as “Electronic Communications.”
- (c) **Electronic Communication Delivery Channels:** Spendr will provide Electronic Communications to you by any one or more of the following methods, as circumstances warrant: (i) by posting them on www.spendr.com/legal; (ii) by emailing them to you at the email address that you provide to Spendr in connection with registration or through updates to your Spendr Profile; (iii) by SMS text message to the text-enabled cellular/wireless telephone number that you provide to Spendr in connection with registration or through updates to your Spendr Profile; and/or (iv) by in-app messaging or push notification. Any electronic Transactional or Regulatory Communication will be considered to be received by you within 24 hours after the time Spendr posts it to Spendr’s website, posts it for viewing through the Spendr Services, or emails or texts it to you in accordance with this Section. Spendr may also utilize artificial or prerecorded voice messages and automatic dialing technology to send Electronic Communications.

6.2. Hardware And Software Requirements In order to access and retain Transactional and Regulatory Communications provided in electronic form, you will need the following hardware and software:

- An up-to date device (e.g., personal computer, smartphone, tablet or other electronic device) that is suitable for connecting to the internet and able to download or print;
- A current web browser that includes 128-bit encryption (e.g. Internet Explorer version 6.0 and above, Firefox version 2.0 and above, Chrome version 3.0 and above, or Safari 3.0 and above) with cookies enabled;
- Adobe Acrobat Reader version 8.0 and above to open documents in .pdf format;
- A valid email address (your email address on file with Spendr); and
- Sufficient storage space to save past Communications or an installed printer to print them.

Spendr will notify you if there are any material changes to the hardware or software needed to receive electronic Transactional and Regulatory Communications from Spendr. By giving your consent, you are confirming that you have access to the necessary equipment and are able to receive, open, and print or download a copy of any Transactional and Regulatory Communications for your records. You may print or save a copy of these Transactional and Regulatory Communications for your records as they may not be accessible online at a later date.

6.3. Withdrawing Your Consent You may contact us anytime to change your Electronic Communications preferences or to withdraw your consent to receive Electronic Communications, in whole or in part, by writing to Spendr, Inc. at 312 Walnut Street, Suite 2120, Cincinnati, Ohio 45202, or by contacting us via e-mail at support@spendr.com. If you withdraw your consent to receive Transactional and Regulatory Communications electronically, Spendr reserves the right to deny, restrict, or deactivate your use of the Spendr Services. Withdrawal of your consent to receive Electronic Communications will be effective only after Spendr has a reasonable period of time to process your withdrawal. In the meantime, you will continue to receive Electronic Communications. If you withdraw your consent, the legal validity and enforceability of prior Electronic Communications will not be affected.

6.4. Requesting Paper Copies Spendr will not send you a paper copy of any Transactional or Regulatory Communication, unless you request it or Spendr otherwise deems it appropriate to do so. You can obtain a paper copy of an electronic Transactional or Regulatory Communication by printing it yourself or by contacting Spendr as described above and requesting that Spendr mail you a paper copy, provided that such request is made within a reasonable time after Spendr first provided the electronic Transactional or Regulatory Communication and that you have a current mailing address on file with Spendr. If you request paper copies, you understand and agree that Spendr may charge you a fee of up to \$5.

6.5. Updating Your Contact Information It is your responsibility to keep your primary contact information, including your text-enabled cellular/wireless telephone number and your email address, up to date so that Spendr can communicate with you electronically. You understand and agree that if Spendr sends you an electronic Transactional or Regulatory Communication but you do not receive it because your contact information on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Spendr will be deemed to have provided the Communication to you.

Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add Spendr to your email address book so that you will be able to receive the Communications Spendr sends to you.

You can update your contact information at any time by logging into the Spendr App on your mobile device. Any other updates to your registration information must be made by contacting Spendr support by phone at (513) 440-1590 or by email to support@spendr.com. If your text-enabled cellular/wireless telephone number or email address becomes invalid, Spendr may deem you to be “inactive”, and you will not be able to use the Spendr Services until we receive updated and valid contact information from you.

6.6. Communications In Writing All Transactional and Regulatory Communications in either electronic or paper format from Spendr to you will be considered to be “in writing.” You should print or download for your records a copy of this Agreement and any other Communications that are important to you.

6.7. Consent to Electronic Transactions You acknowledge and agree that your consent to conduct Transactions electronically and receive electronic Transactional and Regulatory Communications is being provided in connection with a Transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (the “E-Sign Act”), as well as subject to the Uniform Electronic Transactions Act (“UETA”), and that both Parties intend that the E-Sign Act and UETA apply to the fullest extent possible to validate Spendr’s ability to conduct business with you by electronic means.

6.8. Termination/Changes Spendr reserves the right, in its sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions by which Spendr provides electronic Communications. Spendr will provide you with notice of any such termination or change as required by law.

6.9. Amendments We may update the Terms and Conditions from time to time in our sole discretion. If we do, we’ll notify you by posting the updated Terms and Conditions at www.spendr.com/legal, to the App and/or may also send other communications via email or otherwise. It’s important that you review the Terms and Conditions whenever we update them or when you use the Spendr Services. If you continue to use the Spendr Services after we have posted updated Terms and Conditions, it means that you accept and agree to the changes. If you do not agree to be bound by the changes, you may no longer use the Spendr Services. Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

7. LOAD AND TRANSACTION LIMITS AND PROHIBITIONS

7.1. Load and Transaction Limits Use of Spendr Services is subject to the following daily Load and Transaction Limits: (i) the maximum value of funds that may be held in any Wallet Account may not exceed \$1,000 at any time; (ii) no more than \$1,000 maximum value can be initially or subsequently loaded to any Wallet Account on any single day; and (iii) no more than \$1,000 maximum value can be used to purchase goods and services from Participating Merchants on any single day.

7.2. Merchant Limits At their discretion and without notice, the Participating Merchant and/or Participating Merchant’s bank may impose stricter Transaction limitations than Spendr as they deem appropriate.

7.3. Reversals and Withdrawals Once funds have been loaded by you into your Wallet Account, they may only be used to conduct Transactions with Participating Merchants. You may request a Reversal or Withdrawal of any unused funds in your Wallet Account back into your Designated Bank Account by requesting a refund through the settings of the Spendr App or by contacting Spendr Support. All Reversals and Withdrawals must be processed back to the original Designated Bank Account the Load was made from or to an existing Designated Bank Account on file that was linked before the original Load was made. Spendr reserves the right to deny the processing of any Reversal or Withdrawal of funds if the original Designated Bank Account is closed or frozen or if no Designated Bank Account exists.

7.4. Promotional Programs From time to time, Spendr and one or more Participating Merchants may implement certain promotion and rewards programs (each, a “Program”) which may include the crediting of value to the designated rewards account of a particular Merchant Customer (each, a “Customer Rewards Account”). Each such Program shall be subject to such Load and Transaction limits as determined are necessary by Spendr in its absolute discretion. In addition, the use of such rewards may be limited in any manner determined under the Program, and in no event shall the value of any amount credited to a Customer Rewards Account be withdrawable in cash, transferrable, or redeemable for anything other than the goods or services of a Merchant participating in the Program.

8. TRANSACTION HISTORY

Spendr will maintain a record of your Transactions using the Spendr Services for the previous three (3) years. You may access and view your Transaction History through the Spendr App.

9. LOST OR STOLEN INFORMATION OR PHONE; ERROR RESOLUTION

9.1. Lost Or Stolen Information Or Phone If you believe that any of your Spendr Profile account information, User Name and User ID, or your mobile device registered to use the Spendr Services, has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your Spendr Profile, you should immediately contact Spendr at 513-440-1590 or support@spendr.com.

9.2. Error Resolution In case of errors or questions about your Spendr Digital Wallet telephone us at 513-440-1590 or write us at 312 Walnut Street, Suite 2120, Cincinnati, Ohio 45202 or email us at support@spendr.com as soon as you can, if you think an error has occurred in your prepaid account. We must allow you to report an error until 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You will need to tell us:

- Your name and phone number associated with your Spendr Account;
- The date and description of the error or the Transaction you are unsure about, and why you think it is an error or would like more information; and
- the dollar amount involved.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 90 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

10. THIRD PARTY AGREEMENTS

Your use of the Spendr Services may be subject to separate agreements you may enter into with your mobile device operating system provider, your mobile device manufacturer, your mobile service carrier, and other parties involved in providing your mobile device service. You agree to comply with all applicable third party terms of agreement that might apply when using the Spendr Services. Spendr is not a party to those agreements and has no responsibility for the products and services provided by third parties.

11. LIABILITY

11.1. Compliance With Law And Accuracy Of Payments You are solely responsible for ensuring that your use of the Spendr Services is in conformance with applicable federal, state and local laws and regulations (with the exceptions of any federal laws prohibiting the sale, use, or distribution of state-legal marijuana, which you hereby acknowledge and assume full responsibility for). You acknowledge that you are responsible for the accuracy of all payments sent using the Spendr Services, including, but not limited to, the accuracy of the amount paid and the recipient.

11.2. Disputes With Participating Merchants Spendr is not responsible for any dispute you may have with a Participating Merchant relating to the payment of goods or services using the Spendr Services. Accordingly, you hereby release Spendr, its affiliates, and their respective officers, directors, agents, employees and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.

11.3. Indemnification You agree to defend, indemnify and hold harmless Spendr, its affiliates, and their respective officers, directors, agents, employees, and representatives from any third party claims, actions, proceedings, and suits and related liabilities, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other litigation expenses) arising from: (a) your violation of these Terms and Conditions; (b) your use of the Spendr Services; (c) any purchases, including the usage thereof, you make using the Spendr Services; or (d) your actual or alleged violation of any third party rights, or any applicable laws, regulations or rules.

11.4. LIMITATION OF LIABILITY IN NO EVENT SHALL SPENDR, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY, DAMAGES OR LOSSES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES INCURRED IN CONNECTION WITH: (i) THESE TERMS AND CONDITIONS, (ii) YOUR USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE SPENDR SERVICES, OR (iii) ANY GOODS OR SERVICES PURCHASED, RECEIVED, OR PAID FOR USING THE SPENDR SERVICES, UNDER ANY THEORY OF LIABILITY OR CAUSE OF ACTION WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, REGARDLESS OF WHETHER SPENDR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SECTION WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

11.5. Force Majeure Spendr shall not be liable for any delay or failure in the performance or in delivery or shipment of materials, or for any damages suffered by you by reason of such delay or failures, directly or indirectly caused by or in any manner arising from or connected with acts of God, acts of public enemies, riots, strikes, pandemics, acts of governmental agencies, labor difficulties, failure of our power, telecommunications or other suppliers, viruses or other malware, security breaches, delays in securing or shortages of raw materials, breakdown or destruction of any system or equipment, or any other cause or causes beyond Spendr's control, whether or not similar to those enumerated herein.

12. NO WARRANTY; DISCLAIMERS

THE SPENDR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT ANY REPRESENTATION OF WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. USE OF THE SPENDR SERVICES ARE AT YOUR OWN RISK. SPENDR, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND REPRESENTATIVES SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, DATA SECURITY, VIRUS FREE OPERATION, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SPENDR DOES NOT HAVE CONTROL OF, OR LIABILITY FOR, ANY PRODUCTS OR SERVICES THAT ARE PAID FOR IN CONNECTION WITH YOUR USE OF THE SPENDR SERVICES AND CANNOT ENSURE THAT ANY THIRD PARTY YOU TRANACT WITH WILL COMPLETE THE TRANSACTION. SPENDR DOES NOT REPRESENT OR WARRANT THAT THE SPENDR SERVICES WILL MEET YOUR REQUIREMENTS, BE CONTINUOUS, UNINTERRUPTED, SECURE, TIMELY, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SPENDR OR THROUGH THE SPENDR SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. SPENDR SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS OR SYSTEM FAILURES THAT MAY AFFECT THE PROCESSING, COMPLETION OR SETTLEMENT OF TRANSACTIONS. THIS DISCLAIMER OF

WARRANTY SECTION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

13. PROHIBITIONS

13.1. (A) You agree that in connection with your use of the Spendr Services, or your interaction with Spendr, you will not:

- (i) breach these Terms and Conditions;
- (ii) provide false or inaccurate information to Spendr, including identity information;
- (iii) engage in Transactions involving illegal activities, goods, or services (except those involving the sale, distribution, or use of state-legal marijuana, for which you assume full responsibility);
- (iv) engage in Transactions involving sexually oriented materials or services;
- (v) engage in Transactions involving ammunition, firearms, or firearm parts or accessories;
- (vi) engage in Transactions involving the sale of traveler's checks or money orders;
- (vii) engage in Transactions involving currency exchanges or check cashing businesses or digital currencies such as bitcoins;
- (viii) infringe Spendr's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- (ix) facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information;
- (x) use any robot, spider, other automatic device, or manual process to monitor or copy Spendr's website;
- (xi) use any device, software or routine to bypass robot exclusion headers, or interfere or attempt to interfere, with Spendr's website or the Spendr Services;
- (xii) violate any posted acceptable use policy;
- (xiii) exploit the Spendr Services and related Spendr services in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity; or
- (xiv) export the Spendr Services or Spendr software outside of the United States.

(B) If Spendr has reason to believe that you have engaged in any action prohibited by Section 13.1(A), we may take various actions, including, but not limited to, the following:

- (i) close, suspend, or limit your access to the Spendr Services;
- (ii) contact your bank, law enforcement, or impacted third parties; and
- (iii) take legal action against you.

13.2. Survival In the event of termination of your use of the Spendr Services, the provisions herein that by their nature are continuing shall survive such termination, including, but not limited to, the disclaimers and limitations of liabilities. Obligations that have accrued on or prior to such termination shall also survive termination.

13.3. Governing Law The laws of the State of Ohio, without regard to principles of conflict of laws, govern these Terms and Conditions and any claim or dispute that has arisen or may arise between you and Spendr.

13.4. Entire Agreement These Terms and Conditions and other documents (including, but not limited to, the Spendr Privacy Policy) referenced in or linked to herein, which are hereby incorporated herein and made a part of these Terms and Conditions by this reference, contain the entire agreement regarding your use of the Spendr Services. If any provision of these Terms and Conditions is deemed to be illegal or unenforceable, such provision shall be enforced to the extent possible, and any remaining illegality or unenforceability will not affect the validity or enforceability of any other provisions of these Terms and Conditions, which together will be construed as if such illegal or unenforceable provision had not been included herein. The section headings are for convenience of reference only and are not to be considered as parts, provisions or interpretations of these Terms and Conditions. You may not transfer or assign any

rights or obligations you have under these Terms and Conditions without Spendr's prior written consent. Spendr reserves the right to transfer or assign these Terms and Conditions or any right or obligation hereunder at any time. Spendr's failure to act with respect to a breach by you or others does not waive our right to act with respect to that breach or subsequent or similar breaches.

14. TERMINATION

14.1. Termination By You You may terminate your use of the Spendr Services at any time by contacting Spendr customer service at support@spendr.com or by requesting an account closure through the settings off the Spendr App. You will remain responsible for the payment of any pending Transactions at the time of termination.

14.2. Termination By Spendr Spendr may terminate your access to the Spendr Services at any time, for any reason, without liability. Reason for termination may include, but is not limited to, your violation of these Terms and Conditions. To the extent possible, Spendr will use commercially reasonable efforts to provide advance notice to you of termination.

14.3. Effect Of Termination Upon termination by either you or Spendr: (i) you will no longer be able to conduct Transactions using the Spendr Services, nor will you be able to access your Spendr Profile or your Transaction History; and (ii) any remaining balance in your Wallet Account, exclusive of any unused promotional credits (if any) contained in your Customer Rewards Account, will be returned via ACH to your Designated Bank Account. Notwithstanding termination, you may request a written copy of your Transaction History by contacting Spendr at 513-440-1590 or support@spendr.com. This may entail processing and postage fees of \$10 per request.

14.4. Bankruptcy Proceedings In the event of any filing by you, or on your behalf, of a petition in bankruptcy, assignment for the benefit of creditors, or similar proceeding, it is your sole and exclusive obligation to ensure that all required disclosures regarding the existence of your Wallet Account are made. In the event that Spendr receives notice from a bankruptcy trustee, debtor in possession or other responsible party (each, a "Responsible Party," as applicable), with respect to any such filing, any funds remaining in your account at such time shall be frozen pending direction from the Responsible Party.

In the event of any filing by Spendr of a petition in bankruptcy, assignment for the benefit of creditors or similar proceeding, the Responsible party therefor shall maintain full responsibility for the disposition of any funds remaining in your Wallet Account, and the Custodial Bank shall bear no responsibility for any shortfall therein.

15. ARBITRATION

This Section 15 ("Arbitration Provision") sets forth the circumstances and procedures under which Claims may be arbitrated instead of litigated in court.

15.1. Mandatory Arbitration of Disputes We each agree that any dispute, claim or controversy arising out of or relating to these Terms and Conditions or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, "Disputes") will be resolved solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding. You and Spendr agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms and Conditions, and that you and Spendr are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms and Conditions.

15.2. Exceptions As limited exceptions to Section 15.1 above: (i) either party may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

15.3. Conducting Arbitration and Arbitration Rules The arbitration will be conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules (the “AAA Rules”) then in effect, except as modified by these Terms and Conditions. The AAA Rules are available at www.adr.org or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at www.adr.org. Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

15.4. Arbitration Costs Transaction of all filing, administration and arbitrator fees will be governed by the AAA Rules, and we won’t seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration, we’ll pay all of our attorneys’ fees and costs and won’t seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys’ fees and expenses to the extent provided under applicable law.

15.5. Injunctive and Declaratory Relief Except as provided in Section 15.2 above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party’s individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

15.6. Class Action Waiver YOU AND SPENDR AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the parties’ dispute is resolved through arbitration, the arbitrator may not consolidate another person’s claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

15.7. Severability With the exception of any of the provisions in Section 15.5 of these Terms and Conditions (“Class Action Waiver”), if an arbitrator or court of competent jurisdiction decides that any part of these Terms and Conditions is invalid or unenforceable, the other parts of these Terms and Conditions will still apply.

15.8. Waiver of Rights Spendr’s failure to enforce any right or provision of these Terms and Conditions will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Spendr. Except as expressly set forth in these Terms and Conditions, the exercise by either party of any of its remedies under these Terms and Conditions will be without prejudice to its other remedies under these Terms and Conditions or otherwise.

16. HOW TO CONTACT SPENDR

If you have questions or concerns regarding these Terms and Conditions or your use of the Spendr Services, you may contact us at 513-440-1590 between the hours of 9:00 am and 7:00 pm Eastern Standard Time, Monday through Friday, excluding federal holidays, or e-mail us at support@spendr.com.

17. FOR CALIFORNIA RESIDENTS, THE FOLLOWING TERMS AND CONDITIONS APPLY:

Any amounts Loaded into your Spendr Wallet Account are for prepurchase purposes only redeemable for goods and services provided by a Participating Merchant located in California.

18. DIGITAL GIFT CARD TERMS & CONDITIONS

18.1. Eligibility and Jurisdiction Digital Gift Cards issued by Spendr are available only within the United States and are governed by applicable U.S. federal and state laws. By purchasing, accepting, or using a Digital Gift Card, you agree that these Terms & Conditions are subject to and interpreted under the laws of the United States and the state in which the card was purchased, without regard to conflict of law principles. Digital Gift Cards are not valid or redeemable outside of the United States.

18.2. Non-Expiring Value Digital Gift Cards issued by Spendr do not expire. The full value of the digital gift card will remain available for use until the promo code associated with the Digital Gift Card has been redeemed in accordance with these Terms and Conditions. However, once the Digital Gift Card is redeemed, following 24-months of inactivity, it will be subject to the standard account inactivity fee described below.

18.3. Inactivity Fee After twenty-four (24) consecutive months of inactivity, a monthly inactivity fee of \$5.00 will be deducted from the remaining balance on the redeeming member's account. "Activity" is defined as any Transaction that results in decrease of the funds underlying the Digital Gift Card or Spendr Wallet balance, other than the imposition of a fee, or an adjustment due to an error or a reversal of a prior Transaction. Fees will be deducted until the remaining balance on the redeemers account is depleted or activity resumes, whichever occurs first, except where prohibited by applicable state law. You cannot "reload" your Digital Gift Card. Call (513) 440-1590, email support@spendr.com or visit www.spendr.com/legal for further information on the inactivity fee.

18.4. No Cash Redemption Digital Gift Cards are not redeemable for cash, in whole or in part, except where required by applicable state law.

18.5. Delivery of Digital Gift Cards Upon successful completion of a Digital Gift Card purchase, Spendr will deliver the Digital Gift Card to the purchaser via the email address provided on the purchasers Spendr Wallet Account. Please note that any payment or Load made in relation to the purchase of a Digital Gift Card must first clear the purchaser's bank before Spendr issues or delivers the Digital Gift Card.

Once payment has been confirmed and cleared, purchasers can generally expect to receive their Digital Gift Card within **one (1) to three (3) business days**. Delivery times may vary depending on payment processing times, network or system delays, or other factors beyond Spendr's reasonable control.

18.6. Lost or Stolen Digital Gift Card Codes Spendr is not responsible for lost or stolen Digital Gift Card codes, or for unauthorized use of the Digital Gift Card codes. Replacement of Digital Gift Card codes may be provided at the company's sole discretion and may require proof of purchase before replacement Digital Gift Card codes are provided.

18.7. Use of the Digital Gift Card The Digital Gift Card may only be used for purchases of goods and services at participating Spendr Merchants. The funds from the purchased Digital Gift Card cannot be used to purchase additional gift cards. If your desired purchase amount is greater than your available Digital Gift Card balance, you may pay for the difference using a payment method accepted by Spendr.

18.8. Not a Debit or Credit Card The Digital Gift Card is not a credit, debit, or charge card. No implied warranties attach to it except where otherwise required by law.

18.9. In the event that the Digital Gift Card system may become temporarily inoperative, you may be unable to use your Digital Gift Card. Please notify us if you have any problems using your Digital Gift Card.

18.10. Corrections Spendr reserves the right to correct the Digital Gift Card balance if we believe that a clerical, billing or accounting error has occurred. You also agree that we may restrict or lock the Digital Gift Card from use, may elect not to authorize a Digital Gift Card Transaction, or may revoke the Digital Gift Card if we suspect fraud, unlawful activity or improper Digital Gift Card use. You agree that you will not use a revoked Digital Gift Card.

18.11. Limits Digital Gift Cards may be purchased in amounts ranging from a minimum value of ten dollars (US \$10) to a maximum value of five hundred dollars (US \$500) per individual card. Amounts outside this range are not permitted.

When Digital Gift Cards are redeemed, the value credited to the redeeming users account will be subject to the same daily and monthly Load and Transaction limits outlined in Section 7.1. Specifically, the total amount that may be credited to an account through Digital Gift Card redemption may not exceed one thousand dollars (US \$1,000) per calendar day or three thousand dollars (US \$3,000) per calendar month, regardless of the number of cards redeemed.

18.12. Changes to Terms Spendr reserves the right to modify these Terms & Conditions as permitted by law. The most current version of these Terms will always be available at www.spendr.com/legal.

19. FUNDING YOUR SPENDR WALLET VIA PAYPAL

19.1. Eligibility and Account Requirement To fund your Spendr wallet using PayPal, you must hold a valid PayPal account in good standing. Use of PayPal is subject to PayPal's User Agreement and Privacy Policy, which govern your relationship with PayPal independently of your use of Spendr. Spendr is not a party to your agreement with PayPal and assumes no responsibility for PayPal's services, availability, or terms.

19.2. Authorization to Initiate Transfers By connecting your PayPal account as a funding source within the Spendr application, you expressly authorize Spendr to initiate, upon your instructions, transfers from your PayPal account to your Spendr Wallet Account on your behalf. Each transfer will be initiated only upon your affirmative instruction within the Spendr Application. Spendr will not initiate any transfer without your explicit direction at the time of the Transaction.

19.3. Fees Spendr does not charge any fee to fund your Spendr wallet via PayPal. Standard PayPal fees, if any, are governed solely by your agreement with PayPal. Spendr has no control over and assumes no responsibility for any fees PayPal may assess on your PayPal account including in connection with funding your Spendr wallet.

19.4. Use and Storage of PayPal Account Information Spendr accesses and stores PayPal account information solely to facilitate transfers to your Spendr Wallet Account. Spendr does not sell, rent, or share your PayPal account information with third parties except as required to process your requested Transactions or as otherwise described in Spendr's Privacy Policy, which governs Spendr's collection, use, and storage of your PayPal information and which can be found at www.spendr.com/legal. Spendr maintains industry-standard administrative, technical, and physical safeguards designed to protect your PayPal account information from unauthorized access, disclosure, or misuse.

19.5. Withdrawal of Consent You may revoke your authorization for Spendr to initiate transfers from your PayPal account at any time by disconnecting PayPal as a funding source on the Deposit page of the Spendr App. Revocation of consent will not affect any transfers already initiated prior to the time Spendr receives and processes your revocation. Spendr will process your revocation promptly and in no event later than three (3) business days of receipt.

19.6. Failed Transfers and Refunds In the event a PayPal-funded wallet transfer fails, Spendr will notify you and will not credit your Spendr Wallet for the failed Load amount. If a transfer has already been credited to your Spendr Wallet and is subsequently reversed or returned by PayPal, Spendr reserves the right to deduct the corresponding amount from your Spendr Wallet balance, consistent with Section 1.2 of Spendr's Terms and Conditions. Any refund of a completed PayPal transfer will be returned to the originating PayPal account from which the transfer was made. Spendr will not issue refunds to a different PayPal account than the one used to originate the original transfer. Spendr shall not be liable for any losses arising from a failed transfer caused by PayPal's systems, your PayPal account status, or factors outside Spendr's reasonable control.

19.7. Cancellations You may request cancellation of a PayPal-funded transfers after it has settled to your Spendr Wallet Account, subject to the conditions set forth in this section. All cancellation requests must be submitted by contacting Spendr Support.

19.7.1 Same-Day Cancellation Window Cancellation requests are eligible only for transfers made on the same calendar day as the request, submitted no later than 3:00 PM Eastern Time (ET) on the date the transfer was made.

19.8. Non-Discrimination Spendr does not discriminate against or impose any surcharge on users who elect to fund their Spendr wallet via PayPal. PayPal is offered on the same terms as other available funding methods.

19.9. PayPal's Terms Govern Your PayPal Account Your use of PayPal is independently governed by PayPal's User Agreement, Acceptable Use Policy, and Privacy Policy, each as amended from time to time by PayPal. Spendr is not responsible for any changes PayPal makes to its terms, services, or availability. If PayPal modifies or discontinues any feature that supports wallet funding within Spendr, Spendr will make reasonable efforts to notify you and provide alternative funding options. PayPal's status as a third-party service provider means that any service interruptions, errors, or actions taken by PayPal with respect to your PayPal account constitute circumstances outside Spendr's reasonable control for purposes of Section 11.5 of the Terms and Conditions.

19.10. Modifications to This Section Spendr reserves the right to modify or discontinue PayPal as available funding source at any time. Changes to this section are governed by the modification policy set forth in the Terms and Conditions. Where practicable, Spendr will provide you with no less than thirty (30) days' advance notice of material changes to this section via the Spendr application or your registered email address, except where earlier action is required by applicable law or by PayPal. Your continued use of PayPal as a funding source after the effective date of any modification constitutes your acceptance of the updated terms.

20. DEFINITIONS

"ACH" means the Automated Clearing House network for the electronic funds transfer system governed by the NACHA Rules.

"ACH Debit" means each of the following: (i) a withdrawal of funds from Merchant Customer's Designated Bank Account for a Load into Merchant Customer's Wallet Account; and (ii) a withdrawal of any remaining funds from Merchant Customer's Wallet Account for payment to your Designated Bank Account upon termination of your Spendr Account.

"Applicable Law" means, as applicable, all federal, state or other governmental statutes, codes, ordinances, laws, regulations, rules, guidance, written directives, orders and decrees applicable to the Spendr Services or the NACHA Rules.

“Bank” means a bank, credit union, or other U.S. depository financial institution.

“Claim” means any claim, dispute, or controversy between you and Spendr arising from or relating to the Spendr Services and/or these Terms and Conditions.

“Custodial Bank” means the insured depository institution that, on behalf of Participating Merchants, has agreed to hold all prepaid Wallet Account funds of Merchant Customers in an omnibus FDIC-insured deposit account in compliance with all applicable FDIC requirements for pass through deposit insurance under 12 CFR 330.5 and related FDIC guidance. For more information on your Custodial Bank, please contact us at support@spendr.com or 513-440-1590.

“Digital Gift Card(s)” means electronic gift cards issued by Spendr, which are only redeemable for goods or services via the Spendr Services.

“Merchant Customer” means an individual who has created a Spendr Profile for the purpose of conducting Loads and Transactions with Participating Merchants using the Spendr Services.

“Merchant Customer Information” means any information collected by Spendr from Merchant Customers, including name, address, date of birth, social security number, phone number, photograph, usernames, passwords and personal access codes, and information regarding the Designated Bank Account.

“Data” means Transaction Information and Merchant Customer Information.

“Data File” means properly formatted NACHA files created by Spendr.

“Designated Bank Account” or “Designated Account” means the checking or share draft account at a U.S. insured depository financial institution designated by Merchant Customer for debit/credit to conduct Transactions using the Spendr Services. No account held at any institution other than a U.S. based insured depository financial institution may be used to Load or withdraw funds from a Wallet Account.

“Spendr Services” means the services provided by Spendr on behalf of Participating Merchants, including (i) the creation of NACHA ACH files upon a Merchant Customer authorizing Custodial Bank to originate ACH debit/credit Transaction(s) to or from the Merchant Customer’s Designated Bank Account upon Merchant Customer’s authorization of a Load or in the event of a Withdrawal or Reversal, as applicable; (ii) the non-ACH transfer of funds from Merchant Customer’s Wallet Account upon a Merchant Customer authorizing a Transaction with any Participating Merchant; and (iii) providing access to, and use of, the Spendr software.

“Spendr Profile” means Merchant Customer Information and Transaction History held by Spendr.

“NACHA” means the National Automated Clearing House Association.

“NACHA Rules” means the bylaws, operating rules, guidance or other requirement of NACHA, as amended from time to time.

“Participating Merchant” means a merchant that has contracted with Spendr to act as its duly authorized agent in the facilitation of the processing of payments from Merchant Customers utilizing the Spendr payment software.

“Transaction” means a Merchant Customer’s purchase of goods or services from a Participating Merchant utilizing the Spendr Services.

“Reversal” means a consumer refund for the full amount of the original ACH Debit or PayPal Transfer.

“Transition History” means a record of Merchant Customer’s Transactions with Participating Merchants using the Spendr Services.

“Transaction Information” means information generated in connection or related to a Transaction utilizing the Spendr Services.

“Wallet Account” means Merchant Customer’s sub-account containing his or her prepaid funds from the Designated Bank Account, which are held in a custodial capacity for the benefit of Customer by the Custodial Bank.

“Withdrawal” means a consumer refund, processed via ACH, for the residual account balance.

Summary of Fees

Monthly Fee	Per Purchase	ATM Withdrawal	Cash Reload
\$0	\$0	Not Available	\$0
ATM balance inquiry			Not Available
Customer Service			\$0
Inactivity (after 24 months with no transactions)			\$5 per month
ACH Return Fees (In the event any reload is returned by your financial institution for insufficient funds or otherwise)			\$0 for 1 st occurrence \$15 for 2 nd occurrence \$20 for 3 rd and later occurrences
We charge no other types of fees.			
For general information about prepaid accounts, visit cfpb.gov/prepaid .			
Find details and conditions for all fees and services in Consumer Terms and Conditions of Service Agreement or call 513-440-1590 or visit www.spendr.com .			

COMPREHENSIVE SERVICE AND FEE SCHEDULE

List of all fees for Spendr Prepaid Digital Wallet:

All Fees	Amount	Details
Get Started		
Digital Wallet opening	\$0	Maximum number of Spendr Prepaid Digital Wallets per customer is one.
Monthly Usage		
Monthly Service Fee	\$0	
Add Money		
ACH transfers from checking/savings account	\$0	You cannot complete transfers from your Digital Wallet to a deposit account except when closing your Digital Wallet. See your agreement for limits on loads from your designated deposit account.
ACH return fees in the event any fee load is returned for insufficient funds or otherwise	\$0 \$15 \$20	First occurrence. Second occurrence. Third occurrence +
Spend Money		
Purchases	\$0	In participating stores and online with your Digital Wallet
Get Cash		
Not Available	\$0	You cannot get cash back with a purchase or get cash advances from an ATM or participating retailer
Information		
Telephone Customer Service/Balance Inquiry	\$0	
ATM balance inquiry (in- or out-of-network)	\$0	Not available
Online and mobile balance inquiry	\$0	For mobile users, message and data rates may apply.
Other		
Annual Fee	\$0	
Inactivity Fee	\$5	You will be charged an inactivity fee of \$5.00 per month if any positive balance on your Digital Wallet remains dormant for 24 consecutive months.

Contact Spendr by calling 513-440-1590, by mail at 312 Walnut Street, Suite 2120, Cincinnati, Ohio 45202, by e-mail at support@spendr.com or visit our web site at www.spendr.com.

For general information about prepaid accounts, visit cfpb.gov/prepaid.

If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit cfpb.gov/complaint.

SPENDR REWARD PROGRAM TERMS OF USE

Terms & Conditions

Effective May 8, 2024

The following terms of use (these "Program Terms") contain important information regarding the Spendr Rewards Program (the "Program" or "Rewards Program") of Spendr Inc. ("Spendr," "we," or "us") associated with the Spendr Software Services Application ("Spendr Services") governed by the Spendr Consumer Terms and Conditions of Service ("Spendr Terms of Service"). Your use of the Rewards Program, the Spendr Services and/or the Spendr website (the "Site") and/or any related application (the "App"), is subject at all times to these Program Terms, the Spendr Terms of Service, the Spendr Privacy Policy and all applicable federal, state and local laws, rules and regulations. Participation in the Program and/or redemption of Rewards is considered acceptance of these Program Terms, the Privacy Policy, the Spendr Terms of Service, and all other applicable operating rules, policies, and/or procedures that may be published or modified by us from time to time on the Site or the App, each of which is incorporated herein by reference. In the event of any conflict between these Program Terms and the Spendr Terms of Service, the Spendr Terms of Service shall control. The latest versions of these Program Terms, the Spendr Terms of Service and the Privacy Policy can be found at www.spendr.com/legal.

**BY PARTICIPATING IN THE PROGRAM, YOU AGREE TO THESE PROGRAM TERMS.
PLEASE NOTE THAT THESE PROGRAM TERMS:**

- ***CONTAIN PROVISIONS THAT LIMIT OUR LIABILITY TO YOU,***
- ***REQUIRE YOU TO RESOLVE DISPUTES WITH US ON AN INDIVIDUAL BASIS AND NOT AS A PART OF ANY CLASS OR REPRESENTATIVE ACTION,***
- ***ELIMINATE YOUR RIGHT TO A TRIAL BY JURY, AND***
- ***REQUIRE CLAIMS TO BE RESOLVED THROUGH FINAL AND BINDING ARBITRATION.***

IF YOU DO NOT AGREE TO THESE PROGRAM TERMS, YOU MAY NOT PARTICIPATE IN THE PROGRAM.

You agree that we may provide notices, disclosures and amendments to these Program Terms, and other information relating to the Program and the Spendr Services by electronic means, including, but not limited to, posting such information and materials online at www.spendr.com/legal.

ELIGIBILITY. Any purchases made or actions taken before the Program begins or after Program ends will not be eligible for Spendr Rewards. There are no participation or membership fees associated with the Rewards Program. Eligible Program participants ("Participants" or "you") are entitled to take advantage of certain rewards, promotions and incentives offered by Spendr and its affiliates that may change from time to time and, which may be made available for limited times, all as determined by Spendr in its sole discretion. To be eligible for the Program, you must have a valid Wallet Account in good standing for use with the Spendr Services, have a physical address located within the United States, and be eligible to make purchases and receive services from the Spendr App. Both the accrual and use of Spendr Rewards require the presence of a positive balance in Participant's Wallet Account. Spendr reserves the right to reduce, withdraw or revoke any Spendr Reward that was accrued in violation of these Program Terms. Spendr also reserves the right to reduce, withdraw or revoke any Spendr Reward that was inadvertently accrued as the result of the Participant's Wallet Account inadvertently reflecting a positive balance at the time one or more transactions with participating Merchants, such as, for example, by virtue of the subsequent return or dishonor of an ACH debit from Participant's Designated Bank Account.

The Program is not targeted towards, nor intended for use by, anyone under the age of eighteen (18). As discussed more thoroughly in the Spendr Terms of Service, the creation of a Spendr Wallet Account may require that you provide the following information: telephone number, e-mail address, physical address, social security number and Designated Account information. Except as otherwise provided herein, once you have a Wallet Account, you are automatically enrolled in the Program and can begin to earn Spendr Rewards immediately. You must provide true, accurate and complete information as required, and you must keep your account information up to date at all times.

The Spendr Rewards Program is intended for personal use only, and your Spendr Rewards are personal to you and may not be sold, transferred, or assigned to or shared with, family, friends or other third parties. Commercial use is prohibited. You may never use another person's account or registration information for the Program. Corporations, associations or other groups may not participate in the Spendr Rewards Program. It is fraudulent for any individual or company, association, or group to direct, encourage, or allow individuals to use a single Wallet Account for the purpose of accumulating Rewards for combined use. Spendr reserves the right to suspend or terminate participation in any aspect of the Rewards Program if it determines in good faith that a Participant has violated the terms of the Spendr Terms of Service or these Program Terms or otherwise engaged in fraudulent or illegal activities.

REWARDS PROGRAM OVERVIEW. Once you become a Participant, you can generally begin earning Spendr Rewards by purchasing items using the Spendr App or by meeting certain designated objectives or challenges offered from time to time, as discussed more thoroughly below. In addition, Merchants and participating brands may also utilize the Spendr Platform to implement loyalty rewards and promotional offerings, subject to the prior approval of Spendr and in accordance with the terms of this Agreement.

PERSONALIZED AND SPECIAL OFFERS. Personalized and Special Offers ("Special Offers") may be distributed by email, text message, or through the Spendr App (including via push notifications). In order to receive and activate Special Offers, you must remain opted-in to receive Marketing Communications from Spendr, as provided under the Spendr Terms of Service. Special Offers may be customized based on your purchase behaviors and preferences, and may include periodic discounts on products and merchandise, or the opportunity to earn bonus credits to your Wallet Account, all of which shall be subject to the satisfaction of any applicable challenge or promotional condition. For example, Spendr may alert new Participants through the Spendr App that a reward of \$10 in Spendr Rewards is available in exchange for simply linking the Participant's Designated Bank Account to the Spendr Platform. Special Offers may have certain restrictions, including expiration dates and short, time-limited redemption periods. Special Offers are personal to you and cannot be shared, copied or transferred. You may be required to pay through your Spendr Wallet Account in order to redeem Special Offers. Read each offer carefully for specific details, expiration dates, and limitations and restrictions. Spendr reserves the right to modify, suspend or discontinue Special Offers in its absolute discretion.

REDEMPTION AND USE. Subject to any minimum accumulation requirements, once claimed and posted to your Rewards Account, all Spendr Rewards, regardless of form, will be immediately available for redemption. Any such rewards accrued to a Participant's Reward Account have no cash value (other than in connection with making purchases at Participating Merchants), cannot be redeemed for cash, and may only be applied to purchases at Participating Merchants. In addition, your redemption of any reward under the Spendr Rewards Program cannot be combined with any other offers or discounts unless otherwise expressly permitted by Spendr. Except as otherwise provided herein or with respect to a specific reward term, accrued Rewards never expire and will continue to accumulate with each qualifying purchase or satisfied objective until used by a Participant. In the event that a Participant elects to use his or her accumulated Rewards to make a purchase at a Participating Merchant, such Participant must use the lesser of the following with respect to his or her Rewards Account balance: (a) the total purchase price for the transaction; or (b) the total accumulated balance in the Participant's Rewards Account. The return of any purchases made as a result of the redemption of Spendr Rewards may be subject to restriction.

APPLICATION TO DAILY LOAD AND SPEND LIMITS. Earning Rewards will not count against any daily load limits that apply to your Spendr Digital Wallet, as discussed more thoroughly in the Spendr Terms of Service. However, any redemption of Rewards to making purchases using the App will count against any daily spending limits applicable to your Spendr Digital Wallet. You can view and track the balance of your Spendr Rewards Account, as well as any additional benefits for which you are eligible as a Spendr Digital Wallet participant, on www.app.spendr.com.com or by using the mobile App. You may also contact us at 513-440-1590 between the hours of 9:00 am and 7:00 pm Eastern Standard Time, Monday through Friday; and 10:00 am and 6:00 pm Eastern Standard Time Saturday and Sunday, excluding federal holidays, for questions related to your Rewards balance. Certain Program Rewards may be available only while supplies last, and quantities may be limited.

TERMINATION OF PARTICIPATION. Spendr reserves the right, in its sole and absolute discretion, to suspend or terminate participation in the Rewards Program or otherwise prohibit any Participant from participating in any aspect of the Program if Spendr deems or suspects in good faith that such Participant has engaged in or has attempted to engage in any of the following: (a) acting in violation of these Program Terms or the Spendr Terms of Service; (b) damaging, tampering with or corrupting the operation of the Program, Site or App; (c) acting with intent to annoy, harass or abuse any other person; (d) any inappropriate, uncooperative, disruptive, fraudulent, potentially fraudulent, or unusual behavior or activity; or (e) activity deemed in the sole discretion of Spendr to be generally inconsistent with the intended operation of the Program. Any decision Spendr makes relating to termination or suspension of any Participant's participation in the Program shall be final and binding in all respects. Spendr shall be the sole determiner in cases of suspected abuse, fraud, or breach of these Program Terms or intent of these Program Terms. You agree that Spendr need not provide you notice before terminating or suspending your Wallet Account or participation in the Program.

If you voluntarily terminate or otherwise delete your Spendr Account, all Spendr Rewards that have been earned but unredeemed prior to such termination shall be deemed void, and you will not be able to thereafter redeem such Rewards for cash or purchases or otherwise direct such balances to your Designated Bank Account. All terminated Rewards shall immediately cease to be valid, and any renewal of your participation in the Spendr Digital Wallet Program thereafter will not revive any such terminated Rewards.

RELEASE AND INDEMNIFICATION. By participating in the Program, Participants release Spendr, its affiliates, suppliers, advertising and promotions agencies and their respective directors, officers, employees, and agents from any and all liability for any loss, harm, damages, cost or expense, including, without limitation, property damages, personal injury and/or death, arising out of or in any way connected to the Program and/or the use of any Rewards.

Participants agree to indemnify, defend and hold Spendr and its representatives and agents harmless from and against any and all third party claims, demands, liabilities, costs or expenses, including attorney's fees and costs, arising from, or related to any breach by Participant of any of these Program Terms, any negligence or willful misconduct of Participant, or any violation by Participant of applicable law.

WITHOUT LIMITING THE FOREGOING, AND TO THE FULLEST EXTENT PERMITTED BY LAW, THE REWARDS PROGRAM IS PROVIDED "AS IS" WITHOUT ANY WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE OR NON-INFRINGEMENT.

GOVERNING LAW. The Program and these Program Terms are governed by federal law and, to the extent state law applies, the laws of the State of Ohio, without any reference to its choice of law provisions. You may not assign your rights or obligations under these Program Terms to any other person or entity.

SEVERABILITY. If any provision or part of a provision of these Program Terms is unlawful, void or unenforceable, that provision or part of the provision is deemed severable from these Program Terms and does not affect the validity and enforceability of any remaining provisions.

DISPUTE RESOLUTION – ARBITRATION; NO CLASS ACTIONS. ANY DISPUTE OR CLAIM RELATING IN ANY WAY TO THE PROGRAM OR THESE PROGRAM TERMS WILL BE RESOLVED BY BINDING ARBITRATION, RATHER THAN IN COURT, AS PROVIDED UNDER SECTION 15 OF THE SPENDR TERMS OF SERVICE, AS MAY BE AMENDED FROM TIME TO TIME. YOU AND WE AGREE THAT EACH OF US MAY BRING ANY CLAIMS ARISING FROM OR RELATING TO THESE TERMS ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.

To the fullest extent permitted by applicable law, you hereby agree that: (i) any and all claims, judgments and awards shall be limited to actual out-of-pocket costs incurred, including costs associated with participating in this Program, but in no event attorneys' fees; and (ii) under no circumstances will you or anyone else be permitted to obtain awards for, and you hereby waive all rights to claim, punitive, incidental and consequential damages and any other damages, other than for actual out-of-pocket expenses. In addition, you hereby waive any and all rights to have damages multiplied or otherwise increased.

FORCE MAJEURE. To the fullest extent permitted by applicable law, Spendr shall not bear liability for any claim or loss arising in connection with any of the following occurrences which may affect the operation of the Program and/or Site or App: any catastrophic data or server error, criminal act, acts of war or vandalism, global pandemic, insurrection, cyber-attack or other similar events; hardware or software errors; faulty computer, telephone, cable, satellite, network, electronic, wireless or Internet connectivity or other online or other communication problems; errors or limitations of any Internet service providers, servers, hosts or providers; garbled, jumbled or faulty data transmissions; failure of any e-mail transmissions to be sent or received; lost, late, delayed or intercepted e-mail transmissions; inaccessibility of the Site or App in whole or in part for any reason; traffic congestion on the Internet or Site or App; unauthorized human or non-human intervention of the operation of the Program, including without limitation, unauthorized tampering, hacking, theft, virus, bugs, worms; or destruction of any aspect of the Program, or loss, miscount, misdirection, inaccessibility or unavailability of an account used in connection with the Program.

NO WAIVER. Our failure to enforce any part of these Program Terms shall not constitute a waiver of our right to later enforce that or any other part of these Program Terms. Waiver of compliance in any particular instance does not mean that we will waive compliance in the future. In order for any waiver of compliance with these Program Terms to be binding, we must provide you with written notice of such waiver through one of our authorized representatives.

PROGRAM PERIOD AND MODIFICATIONS. This Program will continue until terminated, suspended, modified and/or converted to another Rewards Program by Spendr, as determined by Spendr in its sole discretion. Spendr reserves the right to modify these Program Terms at any time without notice to you, including the right to determine and establish the criteria for the issuance of Rewards, so it is important to check the Program Terms periodically. Spendr may, in its sole and absolute discretion, cancel, change, suspend or modify any aspect of the Program and/or any Reward at any time, including the availability of any Reward, without notice. Any changes or modifications to the Rewards Program will be effective upon its posting to <https://www.spendr.com/legal>. You waive any right you may have to receive specific notice of such changes or modifications, and your continued access to or participation in the Program following any such changes or modifications confirms your acceptance of these Program Terms and such changes or modifications. If you do not agree with these Program Terms, you must stop accessing and participating in the Program.

PRIVACY. All information collected about you in connection with the Program is subject to the Spendr Privacy Policy. By enrolling in the Program, you consent to the release of your information to selected third parties as necessary or appropriate to carry out the Program, as further detailed in our Privacy

Policy. You shall maintain and update your registration information to ensure that it is always current, complete and accurate.

REWARD CONDITIONS. The Program and/or the Rewards are void where prohibited by law. Rewards may be taxable, depending on the value of the item and the federal, state, and local tax laws applicable to Participant. Participants are solely responsible for reporting such items on their tax returns and paying any associated tax liability. If an active Reward is not claimed or used within any time period stipulated by Spendr, it will expire and be deemed void. If a particular Reward expires or otherwise becomes unavailable, Spendr may, in its discretion, substitute a different Reward. Subject to the terms hereof, Spendr reserves the right to adjudicate all Spendr Reward discrepancies in its sole discretion, and the Participants agree to abide with any such adjudication.

MERCHANT REWARDS. In addition, Participating Merchants and brands may also, with Spendr's express prior written approval, implement their own loyalty rewards or promotional programs through the Spendr App (each a "Partner Rewards Program"). Such programs will be clearly designated as Partner Rewards Programs, and Spendr makes no warranties with respect to the operation of such programs. Any dispute that a Participant may have with respect to the operation of a Partner Rewards Program must be handled directly with the Participating Merchant or brand. Spendr reserves the right, in its absolute discretion, to refuse to honor the redemption of any Partner Reward that has not been implemented in compliance with these Program Terms or any other agreement between Spendr and the Participating Merchant or brand.

CONTACT. If you are having difficulty accessing or navigating the Site or App or have other questions about the Program, you may contact us at 513-440-1590 between the hours of 9:00 am and 7:00 pm Eastern Standard Time, Monday through Friday; and 10:00 am and 6:00 pm Eastern Standard Time Saturday and Sunday, excluding federal holidays, or email us at support@spendr.com.