



CLOAKED PAY CHARGE CARD CARDMEMBER AGREEMENT

These Important Disclosures About Your Cloaked Pay Charge Card (the “**Disclosures**”) are part of your Charge Card Cardmember Agreement and contains important information about current fees applicable to your Card and Card Account. See the remaining Agreement for additional terms and conditions governing your Card and Card Account and for definitions of terms used herein.

IMPORTANT DISCLOSURES ABOUT YOUR CHARGE CARD	
FEES	
Membership Fees	
• Annual Fee	None
• Participation Fee	None
Transaction Fee	None
Penalty Fees	
• Late Payment Fee	None
• Returned Payment Fee	None
Foreign Transaction Fee	None

Billing Rights Summary: Information on your rights to dispute transactions and how to exercise those rights is provided in the Charge Card Cardmember Agreement.

The Cloaked Pay Charge Card is issued by Community Federal Savings Bank. Mastercard is a registered trademark of Mastercard International, Inc. and is used by the issuer pursuant to license from Mastercard (the “**Card Network**”).

CHARGE CARD CARDMEMBER AGREEMENT

THIS AGREEMENT INCLUDES AN ARBITRATION CLAUSE (EXHIBIT A). PLEASE READ IT CAREFULLY. UNLESS YOU ARE A COVERED BORROWER UNDER THE MILITARY LENDING ACT AT THE TIME YOU OPEN YOUR ACCOUNT, THE ARBITRATION PROVISION WILL HAVE A SUBSTANTIAL IMPACT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE WITH US. IF WE ELECT TO REQUIRE ARBITRATION OF A DISPUTE, YOU WILL NOT HAVE A RIGHT TO A JURY TRIAL OR A RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION. IF YOU DO NOT AGREE TO THE TERMS OF THE ARBITRATION CLAUSE, DO NOT APPLY FOR CARD AND/OR OPEN CARD ACCOUNT.

This Charge Card Cardmember Agreement, together with the Disclosures above and the Arbitration Clause set forth under Exhibit A (collectively, this “**Agreement**”) contains the terms and conditions which govern the use of your Cloaked Pay charge card (“**Card**”) issued to you by Community Federal Savings Bank (the “**Bank**”). Cloaked Pay, LLC (“**Program Manager**”) is the company that provides various services to Bank in connection with the Card and Card Account. This Agreement and the Card and Card Account are made available to you through the website and/or mobile application of Program Manager (collectively, the “**App**”). By accepting and using the Card and/or Card Account, or by authorizing anyone else to use the Card or Card Account, you agree to be bound by the terms and conditions in this Agreement. If you do not wish to be bound to this Agreement, please cancel your Card and do not use it or let anyone else use your Card or Card Account within the 30 days after you received the Card. The application you signed or otherwise submitted (including the federal and state notices), any temporary card and the card carrier the Bank sends with your Card are part of and are incorporated into this Agreement. Please read them in their entirety and keep them for your records.

In addition to this Agreement, your Card is governed by Statements, our privacy policy, any brochure describing benefits provided by Card Network, all disclosures and materials provided to you before and when you applied for and/or opened your Card and Card Account and any future changes to the aforementioned documents.

If any fee in the Fees table of the Disclosures is marked “none” or “not applicable”, the section of this Agreement that relates to that fee does not apply.

Contact us if you have any questions about this Agreement or your Card or Card Account. You may contact us by calling +1(888) 857-5490 or write to us at support@cloaked.com.

Important Information About Procedures for Opening a New Card and Card Account

To help the government fight the funding of terrorism and money laundering activities, Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who obtains a Card and Card Account.

What this means for you: When you apply for a Card and Card Account, we will ask for your name, address, date of birth, social security number or tax identification number, and other information that will allow us to identify you. We may also ask to see a copy of your driver's license or other identifying documents.

1. Definitions.

All capitalized terms used in this Agreement and not otherwise defined have the meanings set forth below.

“Authorized User” means any person to whom you have granted permission to use a Card or other access credentials associated with your Card Account. Authorized Users may initiate transactions using the Card or Card Account, but they are not parties to this Agreement and are not liable for any amounts owed.

“Billing Cycle” means the time period between billing statements and is used to manage your Card Account. Each Statement shows the closing date, which is the last day of the Billing Cycle.

“Card” means one or more charge cards or other access devices, including your Card Account number or any virtual card, that we may issue to you or you may otherwise use to access your Card account (**“Card Account”**), and includes all renewals and substitutions of the same. All the terms of this Agreement also apply to the Card Account.

“Fees” means charges imposed on your Card as set out in the Fees table of the Disclosures.

“Linked Account” means the debit card account, deposit account (e.g., checking), or other account or card type issued by a U.S. financial institution that you link to your Card Account that enables you to pay amounts through App functionality and owed under this Agreement. Additional payment options, such as ACH transfers, may be available through the App, subject to Program Manager’s terms and conditions.

“New Balance” means the total of all unpaid Purchases, transactions, fees, charges, or any other amounts due under this Agreement as of the last day of the Billing Cycle. The New Balance includes any new transactions, fees or charges posted to the Account during the Billing Cycle and any amounts unpaid from prior Billing Cycles.

“Payment Due Date” means the payment due date shown on your Statement.

“Purchase” means the use of your Card or Card Account to buy or lease goods or services, including payment to government agencies (e.g., tax payments), service providers, and other permitted transactions as determined by us. This includes any associated fees or charges processed as part of the transaction.

“Spending Limit” means the transactional (dollar) amount or limits per day that you are permitted to spend on through your Card Account.

“Statement” means the periodic statement(s) we send to you in connection with your Card and Card Account.

“We,” “us,” and “our” mean Community Federal Savings Bank, and its agents, authorized representatives, successors, assigns. For purposes of the Arbitration Clause only, “we,” “us,” and “our” also include Program Manager and other identified in the Arbitration Clause, as applicable.

“You” and “your” mean each person who applied for and has been approved by us for the Card and/or Card Account, and who is legally responsible for all transactions and obligations under this Agreement.

2. Account Information and Contacting You

Card and Card Account Information. We need information about you to open and manage your Card and Card Account. This includes but is not limited to: (1) your legal name; (2) a valid mailing address; (3) your date of birth; (4) your Social Security number or other government identification number, and may also include (5) your telephone number(s); (6) your email address; and (7) your employment and income information. We may also require additional information such as photo identification, to verify your identity or comply with applicable law.

Changes to Your Card Account. You provided certain personal information to us when you opened your Card and Card Account. You must tell us immediately when this information changes. We may ask you for or require you to provide additional information, supplemental information or both to verify any changes to information you have provided us. The supplemental information may affect your Spending Limit. A failure to provide the information we request or require may result in suspension or termination of your Card and Card Account. We may also restrict or close your Card and Card Account if we cannot verify your information.

Contacting You. To the extent permitted by applicable law, you authorize us and consent to us and our Program Manager and each of our respective affiliates, agents, and contractors, and anyone to whom we may sell your Card and Card Account, to contact you to service your Card and Card Account or for collection purposes. You agree that these contacts are not unsolicited for purposes of state or federal law. You further agree that we, our affiliates, agents, and contractors (including, but not limited to, Program Manager) and anyone to whom we may sell your Card and Card Account may: (1) contact you in any way, including mail, email, calls, and texts, including a mobile, wireless, or similar device, even if you are charged by your provider, and using automated telephone equipment or pre-recorded messages; (2) contact you at any number that you have given us or any number we have for you in our records, even if that number is a wireless, cellular, or mobile number, is converted to a mobile/wireless number, or connects to any type of mobile/wireless device, and even if such telephone number is currently listed on a Do Not Call Registry; and (3) contact you at any email address you provide to us or any other person or company that provides any services in connection with this Agreement. We may monitor, tape or electronically record our telephone calls with you, including any calls with our customer service department, collection department and any other department. For the avoidance of doubt, you agree you will accept calls from us regarding your Card and Card Account. You understand these calls could be automatically dialed and a recorded message may be played. You agree to notify us immediately if you change your email address, mailing address, or phone number.

3. Card and Card Account Availability

The Card and Card Account are available to United States citizens or lawful permanent residents of the U.S. with a U.S. physical address or with military addresses (APO or FPO) who are at least 18 years old (or the age of majority in such person's home jurisdiction) and who have a valid social security number or tax identification number.

4. Use of Your Card

To use your Card, you must first log-in to the App and identify the Linked Accounts that you want linked to your Card Account to pay any amounts you may owe under this Agreement. You must maintain at least one Linked Account at all times and agree that we may directly debit any Linked Account for payment of amounts owed in accordance with the terms of this Agreement.

You may use your Card for Purchases we may permit from time to time up to the amount of your Spending Limit. You agree we may honor and process all Purchases made in connection with your Card, even if such Purchases or transactions are not contemplated or intended by you. You agree that we may rely on information provided by merchants and the Card Network.

You may use your Card to make Purchases or transactions for personal, family, or household purposes from any person or establishment that accepts the Card. We are not responsible for any losses you incur if we do not authorize any Purchase or if anyone refuses to accept your Card for any reason. You agree that you will not use your Card and/or Card Account for any business purpose, or for any unauthorized or illegal purpose. We reserve the right to close your Card and Card Account if we determine that is used for any impermissible purpose, as we may determine from time to time. You may not use your Card and Card Account for illegal gambling or any other illegal purchase or transaction, and you will be responsible for any such purchases or transactions if you do. You understand that this prohibition includes any purchase or transaction that is illegal in the jurisdiction where you live, where the transaction is made, or in any

other jurisdiction affected by the transaction. You are responsible for determining the legality of your purchase or transaction in all applicable jurisdictions before making a purchase or entering a transaction. We have no obligation to review, monitor, evaluate or determine the legality of any purchase or transaction made using your Card or Card Account. We reserve the right, however, to decline, reject, refuse or deny any purchase or transaction that we believe may be illegal, related to an illegal activity, or a high-risk transaction. To the fullest extent permitted by law, you agree to pay for all Purchases and transactions made with your Card and Card Account, even if such Purchase or transaction is determined to be illegal, impermissible or associated with any illegal or unauthorized activity. We also reserve the right to cancel, close or restrict the use of the Card and Card Account, including to decline and refuse to authorize and process any transaction, if we believe you have violated this Agreement or applicable law.

You understand that our services, including access to the Card and Card Account, may not always be available, and that we are not liable for any losses that may result when such services are unavailable due to any reason outside of our control, including, but not limited to, failure of any machine, merchant, financial institution or any other party to honor your Card.

5. Additional Card Use Terms

Single-Use and Multi-Use Virtual Cards

Your Card Account allows you to generate virtual Cards. You may create:

- Single-use virtual Cards, which can be used for one transaction only. Once used, the card number associated with the virtual Card expires and cannot be reused.
- Multi-use virtual Cards, which may be used for multiple transactions (until the virtual Card expires or up to any usage limits you set are reached. These virtual Cards can be configured for recurring use (e.g., daily, weekly, monthly) or for a fixed number of uses, depending on your preferences and the App's capabilities. These virtual Cards are accepted wherever the Card Network is supported and may offer enhanced security features, including customizable expiration dates, spending limits and merchant restrictions. We do not charge any fees for creating single or multi-use virtual Cards. All virtual card data is protected in accordance with applicable data security standards, including PCI DSS, where required.

6. Card Not Present Transactions.

If you use the Card number without presenting the Card in person (such as for mail order, telephone, or internet purchase), the legal effect will be the same as if you used the Card itself.

7. Promise to Pay.

You promise to pay us the amounts of each purchase and each transaction, together with all charges, fees and any other amounts charged to your Card and/or Card Account. This includes amounts where you did not sign a purchase slip or other document for the transaction. If you let someone else use your Card or Card Account, you are responsible for all charges made by that person, whether or not you have notified us that the person will be using your Card or Card Account and whether or not the amount of the actual use exceeds your permission. To the extent permitted by applicable law, you agree to pay all costs and disbursements, including reasonable attorney fees, incurred by us in legal proceedings to collect or enforce your indebtedness and/or the terms of this Agreement.

8. Authorizations

We do not guarantee approval of transactions or any purchase. We reserve the right to deny transactions or purchases for any reason, such as exceeding your Spending Limit, account default, suspected fraudulent or unlawful activity, internet gambling, or any indication of increased risk related to the

transaction or purchase. We also may limit the number of authorizations we allow during a period of time. When you use your Card or Card Account to initiate a transaction or purchase at certain merchant locations, such as hotels, restaurants, gas stations, and rental car companies, where the final purchase amount is unknown at the time of authorization, a hold may be placed by the merchant on the available credit in your Card Account for an amount equal to or in excess of the final transaction or purchase amount. The credit amount subject to the hold will not be available to you for any other purpose until the merchant sends us the final transaction or purchase amount. Once we receive the final transaction or purchase amount, it may take several days for the hold to be removed. During that period, you will not have access to the credit amount subject to the hold. If you give your Card or Card Account information to a merchant to bill your Card or Card Account for recurring payments, or to keep it on file for future purchases or payments, and your Card number, expiration date, or security code changes, you should notify the merchant with your new Card and Card Account information.

You are responsible for all repayment obligations based on how the purchase or transaction is categorized. Merchants generally are permitted to request authorization only for the actual amount of a transaction. However, certain kinds of merchants in specified situations are permitted to request authorization for a Card transaction in an amount different from the amount of the actual transaction. For example, restaurants and drinking establishments may request authorization for the estimated amount of a transaction, and others may request authorization for an amount up to 20% over the amount of the actual bill in order to cover an anticipated tip. When we receive an authorization request from a merchant, we do not receive information from which to determine whether the request covers the actual amount of a transaction, an estimated amount, or whether the merchant's request exceeds the amount permitted and you agree that you remain obligated to us for the excess amount charged to your Card despite that it may exceed your Spending Limit.

9. Disputed Transactions

You agree to inspect each Statement you receive and contact us about any errors or questions you have, as described in "Billing Rights" below. If you do not notify us of an error, we will assume that all information on the Statement is correct. If we credit your Card Account for all or part of a disputed transaction or purchase, you give us all of your rights against others regarding that transaction or purchase, and will also: (1) give us any information about the disputed transaction or purchase, if we ask; (2) not pursue any claim or reimbursement of the transaction or purchase amount from the merchant or any other person; and (3) help us get reimbursement from others.

10. Spending Limits.

Your card does not have a preset spending limit; however, this does not mean unlimited spending. We may impose internal limits on your Card Account based on factors such as your payment history, account activity and other risk considerations. These limits are determined by us and may change at any time without prior notice. Transactions may be declined if they exceed these limits or if we otherwise determine that additional risk controls are necessary.

You are required to pay the full balance shown on your billing statement by the due date each billing cycle, regardless of any internal limits we apply. The absence of a disclosed preset spending limit does not relieve you of your obligation to pay in full each cycle. We may also require additional information or verification before approving certain transactions that approach or exceed your internal limit.

11. Foreign Transactions and Foreign Conversion Fee

A foreign transaction is any transaction (1) made in a foreign currency, or (2) made in U.S. dollars if the transaction is made or processed outside of the United States. This includes online transactions made in the U.S. but processed by a foreign merchant or processor.

If a transaction is made in a foreign currency, the Card Network will convert the charge into a U.S. dollars in accordance with its operating regulations and use its conversion procedures in effect at the time the transaction is processed. The conversion rate may differ from the rate on the transaction date or posting date. All foreign transaction fees assessed by any Card Network or any other third party will be posted to your Card Account. The foreign transaction fee set forth in the fees table under Section 13("Fees") is in addition to any conversion rate assessed by the Card Network or any third party.

12. Interest

We do not charge interest, including penalty interest, for the use of the Card.

13. Fees

We do not charge any fees in connection with your Card Account, including annual or participation fees, transaction fees, penalty fees (such as late payment or returned payment fees), or foreign transaction fees, as indicated in the Important Disclosures About Your Charge Card table. If any fees are introduced in the future, we will provide notice and amend this Agreement in accordance with the "Changes to This Agreement" section and applicable law.

14. Statements

We will generally send or make available to you a Statement for your Card and Card Account after the end of each Billing Cycle. The transaction history will remain available to you in your dashboard. However, under certain circumstances, the law may not require us to send or make a Statement available to you or may prohibit us from doing so. Each Statement covers a single Billing Cycle. We send only one Statement for all Cards with your Card Account number. If there are two or more of you, you agree that all Statements and notices regarding the Card and Card Account may be sent solely to the email address shown on our billing records. The Statement will show the transactions billed to your Card Account during the Billing Cycle, your previous Card Account balance, your New Balance, your Payment Due Date and additional information. Please review each Statement carefully. You must notify us promptly of any change in your name, residence or billing address by emailing us at or contacting us at support@cloaked.com. Preservation of your rights under federal law regarding resolution of billing errors depends upon your timely recognition of potential errors, as explained below. We will not send your Statement if (a) we deem your Card Account uncollectible, (b) delinquency collection proceedings have been instituted, or (c) for any other reason permitted by applicable law. The "closing date" is the last day of the Billing Cycle. All transactions posted after the closing date will appear on your next Statement.

15. Payment

You agree to pay us in full each month for the entire New Balance and any additional amounts owed under this Agreement as provided in your Statement. Your payment is due on or before the Payment Due Date shown on your Statement, which will be at least 21 days after your Statement date. You can pay your Statement balance through the App by using either an electronic Preauthorized Transfer or an electronic One Time Transfer as described below. Each time you authorize us to initiate a payment from your Linked Account, you are promising us that you are legally authorized to use the Linked Account(s) to make the payment. When you provide us with your Linked Account information, you authorize us to (i) retain the information to initiate payments based on your instructions; (ii) credit your Linked Account; and (iii) correct any payment, credit, or other errors.

Preauthorized Transfers. You may authorize us to initiate recurring or automatic payments from your Linked Account(s) for each Statement balance or other payments to your Card Account ("**AutoPay**"). If you select AutoPay, you authorize us to initiate repayment from your Linked Account(s) (A) for the amount of the purchase or transaction after you complete a purchase or transaction, and (B) for the Statement balance by the Payment Due Date. If more than one of your Linked Accounts is set up for AutoPay, and if your primary Linked Account lacks sufficient funds to cover the amount of your AutoPay, we will deduct

the remaining amounts from your alternative Linked Account that are set up for AutoPay. **It is important that you correctly set your default Linked Account in App for repayment purposes. If you have multiple Linked Accounts, we will initiate repayments starting with your default account and then from any additional Linked Accounts you have designated, in the order you select. We are not responsible for any overdraft fees or any penalties imposed on you by the issuer of your Linked Account that result from our attempt to process an AutoPay payment.**

One-Time Transfers: You may initiate a one-time transfer ("**One-Time Transfer**") from your Linked Account by logging into the App and selecting a one-time transfer.

You may cancel AutoPay or any scheduled payment by contacting us. We must receive your cancellation request 3 business days before your scheduled payment.

We may cancel or reject any AutoPay or One-Time Transfer you attempt to make that does not comply with the payment instructions set forth under this Agreement or on your Statement or for any reason we deem appropriate, and we will notify you of such cancellation or rejection. We may permit new payment methods in our discretion.

If the Billing Cycle ends on a day that falls on a weekend or a U.S. federal holiday, we may debit your Linked Account via AutoPay on the last business day prior to the end of the Billing Cycle.

Payments initiated by 11:59 p.m. (EST) will be credited that same day.

You may pay all or any part of Card Account balance at any time without incurring any prepayment charge or penalty. Prepayments will reduce the amount you owe us, but you must still pay the full outstanding balance by the Payment Due Date shown on each Statement.

We may elect in our discretion to reject or accept any payment if there is a credit balance on your Card Account or would be a credit balance after such payment. We will not pay interest on any credit balance.

Generally, credits to your Card Account, such as those generated by merchants or by person-to-person money transfers, are not treated as payments and will not satisfy your obligation to pay your Statement balance by the Payment Due Date.

16. Payment Application and Instructions

Subject to applicable law, when we receive a payment for your Card Account, we apply amounts in any manner we choose. If you do not pay your New Balance, as shown on your Statement, in full each month, you may not be able to use your Card Account to initiate new Cards to make new purchases. We apply payments to balances as they appear on your Statement before being applied to new transactions. An example of a new transaction is a recent purchase you made that has not yet been included in the New Balance as shown on your Statement.

All payments must be made in U.S. dollars drawn on funds on deposit in the United States. We will reject payments that are not drawn in U.S. dollars and funds drawn on a financial institution located outside of the United States. Payments on your Card Account should be made from your Linked Account via One-Time Transfers or by setting up AutoPay. You agree not to make any payment by cash, cash advance, or any method other than an acceptable Linked Account. If you attempt to make payment by any prohibited method, the payment will be rejected, and your Card Account may be subject to further review and potential restrictions. We do not generally accept checks as a method of payment for your Card Account, however, if we do accept a check, we may, in our sole discretion, accept late payments, partial payments, and payments marked "paid in full", or "without recourse", or any payment restrictively endorsed without waiving our right to payment in full of your entire Card Account balance or our other rights under this Agreement. Subject to applicable law, we may make third-party services available to you that allow you to make faster or recurring payments online or by telephone. We or the third party providing

such services will describe the terms of such services before you use them, including any fees (which will be third-party fees and not fees of our own).

We may delay, limit or restrict the use of your Card Account, including the availability of credit for use, until we confirm that any payment you have made has cleared and funds have been received by us. This may happen even if we initially or provisionally credit your payment to your Card Account. We may resubmit and collect returned payments electronically. If necessary, we may adjust your Card Account to correct errors, process returned and reversed payments and handle similar issues. We may reject and return any payment that creates or adds to a credit balance on your Account. We may without notice restrict the availability of any credit balance in our sole and absolute discretion. We may reduce the amount of any credit balance by any new charges or if we have a reasonable belief that any balance may not be collectible from you, subject to applicable law. We may also adjust your Spending Limit if we have a reasonable belief that the balance on your Card Account may not be collectible from you, subject to applicable law. You may send an email to support@cloaked.com or call the number on the back of your Card to request a refund of any available credit balance over \$1, which we will process within 7 business days of receiving your request. If you do not request a refund, we will apply the credit balance to new purchases and transactions unless we are required by law to provide you with a refund.

17. Authorization to Link a Linked Account to Your Card Account

To add a Linked Account to your Card Account, the third-party service that we use may ask you to provide your online banking credentials. We currently use Plaid for this service, but we may use others. You can only provide credentials for Linked Accounts that you own. By providing your credentials to the third-party service provider, you authorize us to use the information from your Linked Account to provide you with services for your Card Account, including to help determine your Spending Limit. Your authorization will remain in effect until you revoke it, which may affect your ability to receive the services. Plaid's terms of use and privacy policy are here: <https://plaid.com/legal>.

18. Authorization to Debit Linked Account

You authorize us to collect amounts owed under this Agreement by debiting your Linked Account as provided in Section 15 of this Agreement. You acknowledge and agree that this authorization will remain in full force and effect until you notify us in writing that you wish to revoke this authorization. If you withdraw the debit authorization from all Linked Accounts, you must pay all transactions, fees, and other amounts not yet reflected on your Statement immediately. You may do so via manual payment methods provided in the App.

Any debit we initiate via ACH will be governed by the National Automated Clearinghouse Association's rules for consumer-related ACH debits.

If an automatic debit fails, we may attempt to debit the Linked Account again. If there is an error in processing, you authorize us to correct the error by initiating an electronic credit or debit to the relevant Linked Account and we will notify you of any correction made.

19. Authorized Users

If you ask us to issue a Card to an Authorized User, and we approve your request, we may require certain information about them, and you should let them know that you are sharing their information with us. We may limit their ability to use your Card Account. They may have access to certain information about your Card Account. You will be liable, to the fullest extent permitted by law, for their use of the Card Account and anyone else they allow to use your Card Account, even if you did not want, or agree to, that use. For purposes of your liability for transactions under the Card Account and except as otherwise provided by law, the term Authorized User also includes any person to whom you permit to use or provide access to a Card, a device that can access the Card Account or authentication credentials for the Account.

If you want to remove an Authorized User from your Account, you must contact Program Manager via the App or by emailing support@cloaked.com and request their removal. You also must immediately ensure any Cards or virtual credentials are returned or destroyed and disabled. They will be able to use your Card Account until you have notified us that you are removing them from your Card Account. During this time, you will still be responsible for all amounts they charge to your Card Account to the fullest extent permitted by law. You will be responsible even if these amounts do not appear on your Card Account until later. In some cases, when an Authorized User is removed, we may need to close your Card Account, open a new account and issue a new Card to you.

20. Recurring Transactions

If you authorize a merchant or any other person to charge your Account for recurring transactions, you must ensure that you are eligible to use your Spending Limit when the merchant or other person charges your Card Account. If your Card Account has a balance, your Card Account is closed or suspended, your Card number changes, or there is any other reason for which you are not eligible to use your Spending Limit and we decline the transaction, we will not be responsible for any losses associated with the declined recurring transaction. If your Card Account is closed, suspended, or your Card number changes, you are responsible for contacting the merchant or other person you are paying by a recurring transaction, and for any amounts owed to us.

21. Cash Advances and Balance Transfers.

Cash advances and balance transfers are not permitted on your Card Account. Any attempt to initiate such a transaction may be declined. We are not liable for any fees or losses incurred as a result of declined transactions of this nature.

22. Credit Reports

We do not obtain credit reports or report your Card Account activity to credit bureaus.

23. Third Party Rewards Programs

In connection with the Card, you may be provided with the opportunity to earn certain rewards, participate in subscription programs, promotions or other benefits or services provided and separately offered to you by one or more other parties (including, our Program Manager) (each, a “**Rewards Program**”). Any Rewards Program is governed by separate terms provided by the applicable provider. You acknowledge and agree that any such Rewards Program is not a part of this Agreement, and we are not responsible for providing the management and services for any Rewards Program, including points, promotional offerings, membership subscriptions, redemptions for merchandise or other benefits or services and that we do not manage, service or otherwise participate in such Rewards Program with any other party (including our Program Manager). We will not have any obligation or liability to you for your participation in any Rewards Program or the management or servicing by any other party (including by Program Manager) of any Rewards Program. You further understand and acknowledge that any Rewards Program will be governed by separate terms and conditions provided to you by the applicable entity associated with the Rewards Program. If you have any questions regarding the Rewards Program, please contact the entity providing the Rewards Program.

24. Account Default and Cost of Collection

Account Default. If you are in default, we can charge you fees as set forth herein, lower or restrict your Spending Limit, file a lawsuit against you and/or pursue another action not prohibited by law, declare the entire balance of your Card Account due and payable at once without notice or demand, suspend, restrict or cancel your Card and Card Account and/or terminate this Agreement without liability. You are in default if: (i) you fail to make a required payment when due or by the Payment Due Date; (ii) you remove all your Linked Accounts from your Card Account and do not provide an alternative payment method to us; (iii) we

determine you made a false or misleading statement to us at any point in relation to your application for a Card Account or this Agreement, or otherwise attempted to defraud us; (iv) you are subject to a bankruptcy or insolvency proceeding; (v) you die, are declared incompetent, or become insolvent; (vi) a receiver is appointed or a writ or order of attachment, levy or garnishment is issued against you or any of your property assets or income; (vii) any payment you make is rejected, not paid or cannot be processed; (viii) you exceed your Spending Limit; (ix) you permanently reside outside of the U.S.; (x) you fail to comply with any term of this Agreement; or (xi) we believe in good faith, that the likelihood of you paying or performing all your obligations under this Agreement is impaired. If your Account is past due 90 days or more, is part of a bankruptcy proceeding or is otherwise charged off, the total balance is immediately due and payable. In the event of your default, and subject to any limitations or requirements of applicable law, you agree to pay all costs, including costs of collections, reasonable attorney's fees and court costs (including costs incurred in bankruptcy and appellate court proceedings) that are incurred by us in collecting all amounts due on your Card Account, whether or not suit is brought against you, and in protecting ourselves from any harm that we may suffer as a result of your default.

Cost of Collections. Except as noted below, in the event of default you agree to pay all costs incurred by us in collecting any amount you owe or in enforcing or protecting our rights under this Agreement as permitted by applicable law. Subject to applicable law, costs of collection include, but are not limited to, collection agency fees, repossession fees, court fees or fees for any other judicial proceeding, and reasonable attorneys' fees for any action taken by an attorney, which may include a salaried employee if state law allows.

25. Suspension and Termination

We may, at any time and for any reason, suspend or close your Card and Card Account or otherwise terminate your right to use your Card and Card Account, even if you are not in default. You may close your Card and Card Account at any time by sending us an email to support@cloaked.com. Your obligations under this Agreement continue even after the Card and Card Account is closed. You must destroy all Cards or other credit devices on the Card Account when the Card Account is closed. When your Card Account is closed, you must contact anyone authorized to charge transactions to your Card Account, such as any subscription services. These transactions may continue to be charged to your Card Account until you change your billing information with such third parties. If we believe you have authorized a transaction or are attempting to use your Card and/or Card Account after you have requested to close the Card and Card Account, we may allow the transaction to be charged to your Card Account.

26. Security; Lost or Stolen Card; and Unauthorized Use

You must take reasonable steps to prevent the unauthorized use of your Card, Card Account and/or Card Account number. We reserve the right to request you take specific steps to limit access to or prevent unauthorized use of your Card and/or Card Account. For security reasons, you must comply with any card activation procedures that may be prescribed by us. If a Card is lost or stolen or if you believe someone else may be using your Card or Card Account without your permission, you must notify us immediately by sending us an email at support@cloaked.com and take reasonable actions we may request to prevent unauthorized use of your Card and/or Card Account.

Reporting a lost/stolen Card or unauthorized transactions through [+1 (888) 857-5490], logging into the App or sending an email to support@cloaked.com to deactivate the Card is the best way to minimize possible losses.

27. No Warranty Regarding Merchant Goods or Services

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card and Card Account beyond your rights described in the Billing Rights below.

28. Assignment and Sharing Information

We may at any time, and without notice to you, sell, assign or transfer your Account, any amounts due on your Account, this Agreement, or rights or obligations under your Account or this Agreement to any person or entity, including our Program Manager. The person or entity to whom we make any such sale, assignment or transfer shall be entitled to all of our rights and shall assume our obligations under this Agreement, to the extent sold, assigned or transferred, and shall have the right to, without notice to you, sell, assign or transfer your Account, any amounts due on your Account, this Agreement, or rights or obligations under your Account or this Agreement to any other person or entity. For information regarding our privacy practices for your account, please refer to our Privacy Policy located at https://www.cfsb.com/wp-content/uploads/2023/03/CFSB-Privacy-Notice_December-2023-FINAL.pdf.

29. Change in Terms

We reserve the right to amend this Agreement at any time, by adding, deleting, or changing provisions of this Agreement. We will provide notice only to the extent required by applicable federal law or the laws of New York that are in effect at that time. If an amendment gives you the opportunity to reject the change, and if you reject the change in the manner provided in such amendment, we may terminate your right to receive credit and may ask you to return all credit devices as a condition of your rejection. If you use your Card after the effective date of any change, you will be considered to have agreed to the new terms even if you have sent us such written notice. We may replace your Cards with other Cards at any time.

30. Program Manager

The Program Manager services parts of your Card and Card Account, including, but not limited to, Card Account and/or Card management through the App and customer service relating to any rewards, subscriptions services offered in connection with your Card or Card Account. In this capacity, Program Manager may act on our behalf, perform our obligations or enforce our rights under this Agreement. You understand and acknowledge that we may share with Program Manager any information you provide to us in connection with your Card and Card Account or any information we collect in connection with your Card and Card Account in order for Program Manager to provide you with products and/or services in connection with your Card and/or Card Account.

31. Military Lending Act

Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than credit application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account). To receive this information and a description of your payment obligation, please call +1 (888) 857-5490 or send an email to support@cloaked.com.

If any provision of this Agreement is contrary to the rights and protections afforded to you by the Military Lending Act and its implementing regulations, including, but not limited to 32 C.F.R. § 232.8, then the conflicting provisions or proscribed terms are inoperative, and shall have no force and effect. However, all remaining terms and provisions of this Agreement not proscribed or prohibited shall remain in full force and effect.

32. Governing Law

This Agreement is governed by and construed in accordance with the laws of the United States. To the extent state law applies to this Agreement, this Agreement will be governed by the laws of the State of

New York. This Agreement is not valid until accepted by us in New York, and any credit extended to you is extended in and from New York, regardless of where you reside or use your Card or Card Account. You agree that if a dispute arises and you file suit against us, services of process on the us may be made only at our main office in New York.

33. Waiver; Entire Agreement; and Severability

We will not lose any of our rights if we delay or choose not to take any action for any reason. We may waive any rights without notifying you. Without limiting the generality of this section, we may waive fees or other charges that we may charge you without notifying you and without losing our right to charge them in the future. This Agreement is the final expression of the agreement between you and us and may not be contradicted by evidence of any alleged oral agreement. If any of the provisions of this Agreement (other than the requirement for arbitration in the Arbitration Clause) are held to be unenforceable or invalid for any reason, the remaining provisions hereof shall nevertheless remain enforceable and shall be interpreted in such a manner to preserve the enforceability of this Agreement to the maximum extent permitted by applicable law.

34. Notices

You agree to receive notices from us electronically via email to the address you provided, or by mail to your billing address. We may also send service-related alerts via text message to your mobile number. Notices are considered delivered when sent, unless we receive notification that the message was undeliverable. If a notice is undeliverable, we may attempt to resend it or deliver it by mail. By agreeing to electronic delivery, you confirm that you can access and retain electronic communications. You may withdraw consent at any time by contacting us, which may affect your ability to use certain services.

35. State Notices

The following notices apply only to residents of the states listed below. If you reside in one of these states, the notice for your state applies to your Card Account.

These state-specific notices are provided to comply with applicable law and inform you of your rights. They do not constitute legal advice and should not be relied upon as such. You are encouraged to consult your own legal counsel regarding your rights and obligations under applicable state laws.

This disclaimer is intended solely for informational and compliance purposes and is intended to waive, limit or alter any rights or remedies and is in no way intended to circumvent or diminish your substantive legal protections you may have under federal or state law.

CALIFORNIA RESIDENTS: The applicant, if married, may apply for a separate account. After credit approval, as applicable: (a) each applicant shall have the right to use this account to the extent of any credit limit set by the creditor; and (b) each applicant may be liable for all amounts of credit extended under this account to each joint applicant.

You are hereby notified that, in our discretion, a negative credit report reflecting on your credit record may be submitted to a credit reporting agency if you fail to fulfil the terms of your credit obligations.

MASSACHUSETTS RESIDENTS: Massachusetts law prohibits discrimination based on marital status or sexual orientation.

MISSOURI AND NEBRASKA RESIDENTS: Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt, including promises to extend or renew such debt, are not enforceable. To protect you (borrower) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this

Agreement, which is the complete and exclusive statement of the agreement between you and us, except as we may later agree in writing to modify it.

NEW JERSEY RESIDENTS: The section headings of the Agreement are a table of contents and not contract terms. Portions of this Agreement with references to actions taken to the extent of applicable law apply to acts or practices that New Jersey law permits or requires. In this Agreement, acts or practices (i) by you which are or may be permitted by 'applicable law' are permitted by New Jersey law, and (ii) that may or will be taken by you unless prohibited by 'applicable law' are permitted by New Jersey law. Because certain provisions of this Agreement are subject to applicable laws, they may be void, unenforceable or inapplicable in some jurisdictions. None of these provisions, however, are void, unenforceable or inapplicable in New Jersey.

NEW YORK RESIDENTS: New York residents may contact the New York State Department of Financial Services at (800) 342-3736 or <https://www.dfs.ny.gov/> for free information on a comparative credit card rates, fees and grace periods.

OHIO RESIDENTS: The Ohio laws against discrimination require that all creditors make credit equally available to all creditworthy customers and that credit reporting agencies maintain separate credit histories on each individual upon request. The Ohio Civil Rights Commission administers compliance with this law.

SOUTH DAKOTA RESIDENTS: If you believe there have been any improprieties in making this loan or in the lender's loan practices, you may contact the South Dakota Division of Banking at 1714 Lincoln Ave., Suite #2, Pierre, SD 57501 or by phone at (605) 773-3421.

WASHINGTON RESIDENTS: Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt, including promises to extend or renew such debt, are not enforceable. To protect you (borrower) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this Agreement, which is the complete and exclusive statement of the agreement between you and us, except as we may later agree in writing to modify it.

WISCONSIN RESIDENTS: If the credit card for which you are applying is granted, you will notify Program Manager if you have a spouse who needs to receive notification that credit has been extended to you.

Your signature confirms that this loan obligation is being incurred in the interest of your marriage or family. No provision of any marital property agreement, unilateral statement or court decree adversely affects a creditor's interest unless, prior to the time the credit is granted, the creditor is furnished a copy of the agreement, statement or decree or has actual knowledge of the adverse provision.

THE FOLLOWING IS REQUIRED BY VERMONT LAW: NOTICE TO CO-SIGNER: YOUR SIGNATURE ON THIS NOTE MEANS THAT YOU ARE EQUALLY LIABLE FOR REPAYMENT OF THIS LOAN. IF THE BORROWER DOES NOT PAY, THE LENDER HAS THE LEGAL RIGHT TO COLLECT FROM YOU.

NOTICE TO ALL VERMONT, NEW YORK AND RHODE ISLAND RESIDENTS: We may obtain at any time your consumer reports, for any legitimate purpose associated with the Account or the application or request for an Account, including but not limited to reviewing, modifying, renewing and collecting on your Account. On your request, you will be informed if such a report was ordered. If so, you will be given the name and address of the consumer reporting agency furnishing the report.

36. Survival.

Notwithstanding anything herein to the contrary, the provisions of this Agreement will survive termination to the extent necessary to effectuate their respective purposes.

37. Digital Wallet Terms.

This subsection governs your access to, and use of your Card through a digital wallet provided by another company (such as Apple Pay, Google Pay, Samsung Pay, Amazon, PayPal, Venmo, etc.) or a merchant-branded website or digital wallet where your Card information is stored for future use (each, a "Digital Wallet").

Adding your Card to a Digital Wallet: To add your Card to a Digital Wallet, you must link your Card with that Digital Wallet by following the instructions of the provider of the Digital Wallet or another third party supporting the Digital Wallet (collectively, the "**Digital Wallet Provider**"). You may be required to take additional steps to authenticate yourself or the Card before your Card is added to the Digital Wallet. We may not add a Card to your Digital Wallet if we cannot authenticate the Card or if we otherwise suspect that there may be fraud associated with the Card.

You may only use a Digital Wallet with a compatible device, as determined by the Digital Wallet Provider ("**Compatible Device**").

If you request to add your Card to a Digital Wallet, you authorize us to collect, transmit, store, use and share information with third parties (including, but not limited to, the Digital Wallet Provider and applicable payment card networks) about you, your Card, your Compatible Device, and your use of the Card to the extent necessary to effectuate the addition of your Card, and the use of your Card, in the applicable Digital Wallet(s) to which you have requested to add your Card.

We reserve the right to add or remove the Digital Wallets in which you may add or use your Card in our sole discretion.

Using Your Card in a Digital Wallet: Once you add a Card to a Digital Wallet on a Compatible Device, you may use the Compatible Device to make payments utilizing the Card at any merchant that accepts the Digital Wallet and Card, subject to your agreement with the Digital Wallet Provider. By selecting an added Card in the Digital Wallet and using merchant's contactless-enabled point-of-sale terminal or reader or by using a Card for an in-app or a website purchase, you are authorizing the payment for the applicable merchant's products or services with that Card in the Digital Wallet. The Digital Wallet may display transaction history, but it does not reflect any post-authorization activities and may not match the actual transaction details that are posted to your Card Account.

A Digital Wallet may not be accepted at all merchants where your Card is otherwise accepted, and your Card may not be eligible for all the features and functionalities offered by the Digital Wallet.

Any virtual Card we may issue you that is linked with the Digital Wallet may be, in our sole discretion, automatically updated or upgraded without notice to you.

We reserve the right to restrict the use of Cards within a Digital Wallet at any time and for any reason. We may terminate your access to, or use of your Card, with a Digital Wallet at any time and for any reason, including if you violate any of the terms or conditions of these Digital Wallet Terms. Some examples of instances where we may take action to restrict or terminate use of your Card in a digital wallet include: if we suspect fraud with your Card, if applicable law changes or if we are directed to do so by the Digital Wallet Provider or the relevant payment card network.

You may remove your Card from a Digital Wallet by following the Digital Wallet Provider's procedures for removal. You are liable for purchases and transactions made through the Digital Wallet.

Digital Wallet Provider Agreements: You understand and agree that your use of a Digital Wallet is subject to the terms and conditions set forth by the Digital Wallet Provider with respect to the use of that Digital Wallet. You acknowledge that we are not party to any agreement or the terms and conditions for a Digital Wallet between you and a Digital Wallet Provider, and we do not own and are not responsible for a Digital Wallet.

Your agreement with any Digital Wallet Provider does not impact this Agreement. Any use of your Card in or through the Digital Wallet continues to be subject to all terms and conditions of this Agreement.

Applicable Fees: We do not charge you any additional fees for adding your Card to a Digital Wallet or for using your Card in the Digital Wallet. However, any fees and charges that would apply when you use your Card outside the Digital Wallet will also apply when you use a Digital Wallet to make purchases with your Card or otherwise access your Card.

The Digital Wallet Provider and other third parties (such as wireless companies or data service providers) may charge you fees, and you agree to be responsible for such fees.

Limitation of Our Liability: We are not the provider of the Digital Wallet, and we are not responsible for providing the Digital Wallet service to you or for ensuring that your Card is compatible with any Digital Wallet service. We are not affiliated with any Digital Wallet Provider, and we do not endorse any Digital Wallet Provider. We do not make any representation or warranty of any kind regarding the performance or operation of your Compatible Device or the Digital Wallet.

Some Digital Wallets may use your palm print, fingerprint, facial map or any other biometric data to recognize you, authenticate your identity, or authorize your transactions, and you understand we do not provide any such technology or services and have no obligation regarding the security of such technology or services. By using such technology or services with a Digital Wallet to conduct any transaction, you are authorizing a transaction on your Card. We are only responsible for supplying information to the Digital Wallet provider to allow usage of your Card in the Digital Wallet as you have requested.

In no event are we responsible for: (i) any failure of the Digital Wallet, any mobile device you use with the Digital Wallet, or the inability to use the Digital Wallet for any transaction or (ii) how the Digital Wallet Provider performs its services or any other third parties regarding any agreement you enter into with the Digital Wallet Provider or other third party. We do not control the privacy and security of any of your information that may be held by the Digital Wallet Provider. Any information held by the Digital Wallet Provider is governed by the Digital Wallet Provider's privacy policy

TO THE MAXIMUM EXTENT PERMITTED BY LAW, UNDER NO CIRCUMSTANCES AND UNDER NO LEGAL THEORY ARE WE LIABLE FOR ANY LOSSES, CLAIMS, EXPENSES OR DAMAGES RESULTING FROM YOUR USE OF A DIGITAL WALLET, YOUR USE OF THE CARD OR VIRTUAL CARD IN CONNECTION WITH A DIGITAL WALLET, OR A MOBILE DEVICE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF A CARD PROVISIONED TO THE DIGITAL WALLET OF YOUR CHOICE AND THE DIGITAL WALLET SERVICE IS AT YOUR SOLE RISK.

Security. If you use a Digital Wallet, you should protect your Digital Wallet and your Compatible Device as you would your Card. If your Digital Wallet or Compatible Device is compromised, lost or stolen, you should also consider your Card lost or stolen and notify us immediately. If your physical plastic Card is lost or stolen and your Compatible Device is not lost or stolen, you may be required to add the replacement physical plastic Card to a Digital Wallet. If your Compatible Device is lost or stolen, you will need to add your Card to a Digital Wallet on a new Compatible Device.

Digital Wallet Provider Disclosures:

Apple Pay: For additional information and terms regarding the use of Apple Pay, click [here](#). We do not control or endorse the provisioning or use of Apple Pay.

Google Pay: These Terms do not apply to transactions in Google products that are not initiated or effectuated through the Digital Wallet. Your use of Google Pay is also subject to the terms and conditions set forth in the Google Pay Terms of Service. We do not control or endorse the provisioning or use of Google Pay.

Samsung Pay: Your use of Samsung Pay is also subject to the terms and conditions set forth in the Samsung Pay Terms and Conditions. We do not control or endorse the provisioning or use of Samsung Pay Money Transfer services.

If you have any questions, disputes, or complaints about a Digital Wallet, contact the Digital Wallet Provider using the information given to you by the Digital Wallet Provider.

EXHIBIT A

ARBITRATION CLAUSE

READ THIS ARBITRATION CLAUSE CAREFULLY AS IT INCLUDES A CLASS ACTION WAIVER AND WAIVER OF A TRIAL BY JURY. PLEASE KEEP A COPY OF THIS ARBITRATION CLAUSE FOR YOUR RECORDS.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION CLAUSE, DO NOT APPLY FOR AND/OR OPEN AN ACCOUNT.

IF YOU ARE A COVERED BORROWER UNDER THE MILITARY LENDING ACT WHEN YOU OPEN YOUR ACCOUNT, THIS EXHIBIT A AND ARBITRATION CLAUSE DO NOT APPLY.

1. Informal Mediation.

Before formally pursuing a dispute in arbitration or small claims court, you agree to first send a detailed notice ("Notice") to Community Federal Savings Bank, Attn: Legal Department, 89-16 Jamaica Avenue, Woodhaven, NY 11421 in case of a dispute with the Bank, and to Program Manager, Cloaked Pay, LLC, Attn: Legal Department, 116 E. 16th St., Unit 6, New York, NY 10003. in case of a dispute with Program Manager. If we (or Program Manager) have a dispute with you, we, and our Program Manager agree to first send a Notice to you at your most recent email address on file with us, or if no email address is on file, other contact information associated with your Card Account. Your Notice must contain all of the following information: (1) your full name; (2) information that enables us to identify your Card Account, your address, mobile phone number, email address, and date of birth you used to register your Card Account if any; and (3) a detailed description of your dispute including the nature and factual basis of your claim(s) and the relief you are seeking with a corresponding calculation of your alleged damages (if any).

You must personally sign this Notice for it to be effective. Our (or Program Manager's) Notice must likewise set forth a detailed description of its dispute, which shall include the nature and factual basis of its claim(s) and the relief it is seeking, with a corresponding calculation of our damages (if any). You and we (and/or the Program Manager) agree to then negotiate in a good faith effort to resolve the dispute. As part of these good faith negotiations, if we (or Program Manager) request a telephone conference with you to discuss your dispute, you agree to personally participate, with your attorney if you are represented by counsel. Likewise, if you request a telephone conference to discuss our or Program Manager's dispute with you, then we (or Program Manager) agree to have one representative participate. This informal process should lead to a resolution of the dispute. However, if the dispute is not resolved within 60 days after receipt of a fully completed Notice and the Parties have not otherwise mutually agreed to an extension of this informal dispute resolution time-period, you, we, or Program Manager may initiate an arbitration (subject to a Party's right to elect small claims court as provided below).

Completion of this informal dispute resolution is a condition precedent to filing any demand for arbitration or small claims court action. Failure to do so is a breach of this Agreement. The statute of limitations and any filing fee deadlines will be tolled while you, we, or Program Manager engage in this informal dispute resolution process. Unless prohibited by applicable law, the arbitration provider shall not accept or administer any demand for arbitration and shall administratively close any arbitration unless the Party bringing such demand for arbitration can certify in writing that the terms and conditions of this informal dispute resolution process were fully satisfied. A court of competent jurisdiction shall have authority to enforce this provision and to enjoin any arbitration proceeding or small claims court action.

2. Scope of Arbitration.

All disputes, claims, or controversies between you and us, or between you and Program Manager arising out of or related to this Agreement or any aspect of the relationship between you and us (or Program Manager), whether based in contract, tort, statute, fraud, misrepresentation, consumer rights, constitution, regulation, ordinance or any other legal theory, will be resolved through final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury. Claims subject to arbitration include initial claims, counterclaims, cross-claims, and third-party claims. Such claims also include data breach or privacy claims arising from or relating directly or indirectly to our disclosure (or disclosure by a third party acting on our behalf) of any non-public personal information about you, and disputes arising from communications involving telephones, automatic dialing systems, artificial or prerecorded voice messages, SMS text messages or facsimile machines. Claims subject to arbitration also include disputes arising from facts, actions or omissions that occurred prior to the date of this Agreement. You agree that we, Program Manager and you are each waiving the right to trial by a jury. The only exceptions to mandatory arbitration are the following: (1) invocation of small claims under the procedures set forth under this Arbitration Clause; or (2) any claim for injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation, or violation of either party's copyrights, trademarks, trade secrets, patents, or other intellectual property rights.

Solely for purposes of this Arbitration Clause, the terms "we," "us" and "our" include (a) us, our Program Manager, and our and our Program Manager's respective subsidiaries, affiliates, agents, employers, successors, and assigns and all of their employees, officers, directors and controlling persons, and (b) any other person or company who provides any goods or services in connection with the Agreement if you assert a claim against such other person or company in connection with a claim you assert against us. You, us and our Program Manager are also referred to under this Arbitration Clause individually as a "**Party**" or, collectively, as the "**Parties**".

3. Arbitration Rules.

The arbitration will be administered by National Arbitration and Mediation ("NAM"). NAM shall not accept or administer any demand for arbitration and shall administratively close any arbitration unless the Party bringing such demand for arbitration can certify in writing that the terms and conditions of the informal mediation process provided above is fully satisfied. Any arbitration between the Parties shall be administered by NAM in accordance with NAM's operative Comprehensive Dispute Resolution Rules and Procedures (the "NAM Rules") in effect at the time any demand for arbitration is filed with NAM, as modified by this Agreement. For a copy of the NAM Rules, please visit <https://www.namadr.com/resources/rules-fees-forms> or contact NAM at NAM's National Processing Center at 990 Stewart Avenue, 1st Floor, Garden City, NY 11530 and email address commercial@namadr.com, or call NAM at (800) 358-2550. If NAM is unable or unwilling to perform its duties under this Agreement, the Parties shall mutually agree on an alternative administrator that will replace NAM and assume NAM's role consistent with this Agreement. If the Parties are unable to agree, they will petition a court of competent jurisdiction to appoint an administrator that will assume NAM's duties under this Agreement. Payment of all filing, administration and arbitrator fees will be governed by the NAM Rules or rules of the other organization.

Notwithstanding any choice of law or other provision in this Agreement, the Parties agree and acknowledge that this Arbitration Clause evidences a transaction involving interstate commerce and that the Federal Arbitration Act, 9 U.S.C. § 1 et seq. ("FAA"), will govern its interpretation and enforcement and proceedings pursuant thereto. It is the intent of the parties that the FAA and NAM Rules pre-empt all state laws to the fullest extent permitted by law. If the FAA and NAM Rules are found to not apply to any issue that arises under this Arbitration Clause or the enforcement thereof, then that issue shall be resolved under the laws of the State of New York.

4. Arbitration Procedure.

A Party who desires to initiate arbitration must provide the other party with a written demand for arbitration as specified in the NAM Rules. The Parties agree that each individual claim for arbitration must set out the identity of the plaintiff and the plaintiff's counsel, a detailed description of the legal claims being asserted and the requested relief, including a good-faith calculation of the specific amount in dispute.

The arbitrator, and not any federal, state, or local court or agency, has exclusive authority to resolve any disputes relating to the interpretation, applicability, enforceability or formation of this Arbitration Clause, including any claim that all or any part of this Arbitration Clause is void or voidable. The arbitrator is responsible for determining all threshold arbitrability issues, including issues relating to whether this Agreement is unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

The arbitrator will conduct hearings, if any, by teleconference or videoconference, rather than by personal appearances, unless the arbitrator determines upon request by you or by us (or Program Manager) that an in-person hearing is required. Any in-person appearances will be held at a location which is reasonably convenient to the Parties with due consideration of their ability to travel and other pertinent circumstances. If the Parties are unable to agree on a location, such determination should be made by the NAM or by the arbitrator.

The arbitrator's decision will follow the terms of this Agreement and will be final and binding, subject to any appeal rights under the FAA. The arbitrator must apply substantive governing law consistent with the FAA and applicable statutes of limitation and privileges. The arbitrator may award any damages or other relief or remedies that would apply under applicable law to an individual action brought in court. The arbitrator will have authority to award temporary, interim, or permanent injunctive relief or relief providing for specific performance of this Agreement, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. The award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction thereof. Notwithstanding any of the foregoing, nothing in this Agreement will preclude you from bringing issues to the attention of federal, state, or local agencies and, if the law allows, they can seek relief against us (or the Program Manager) for you.

5. Mass Filing.

If, at any time, 25 or more similar demands for arbitration are asserted against us, Program Manager or related parties by the same or coordinated counsel or entities ("Mass Filing"), consistent with the definition and criteria of Mass Filings set forth in the NAM's Mass Filing Supplemental Dispute Resolution Rules and Procedures ("NAM's Mass Filing Rules", available at <https://www.namadr.com/resources/rules-fees-forms/>), the additional protocols set forth below shall apply.

- i. If you or your counsel file a demand for arbitration (a "Demand") that fits within the definition of Mass Filing referred to above, then you agree that your Demand for arbitration shall be subject to the additional protocols set forth in this Mass Filing subsection. You also acknowledge that the adjudication of your dispute might be delayed and that any applicable statute of limitations shall be

tolled from the time at which you initiate informal dispute resolution until your Demand is decided, withdrawn, or settled.

- ii. NAM's Mass Filing Rules shall apply if your Demand is deemed by NAM, in its sole discretion pursuant to NAM's Mass Filing Rules and this dispute resolution section, to be part of a Mass Filing. Such election for NAM's Mass Filing Rules and related fee schedule must be made by either you, us, or Program Manager in writing and submitted to NAM and all Parties.
- iii. **Bellwether Proceedings.** Bellwether proceedings are encouraged by courts and arbitration administrators when there are multiple disputes involving similar claims against the same or related parties. Counsel for the Mass Filings claimants (including you) and counsel for us (or Program Manager) shall each select 15 Demands (30 total), and no more than 30 arbitrations shall be filed, processed, adjudicated, or pending at the same time, with each of the 30 individual arbitrations presided over by a different arbitrator, in a first set of bellwether proceedings. During this time, no other Demands that are part of the Mass Filings may be filed, processed, adjudicated, or pending. If the Parties are unable to resolve the remaining Demands after the first set of bellwether proceedings are arbitrated or otherwise resolved, then counsel for the claimants and counsel for us (or Program Manager) shall each select an additional 15 Demands (30) total to be filed, processed, and adjudicated as individual arbitrations, with each of the 30 arbitrations presided over by a different arbitrator, in a second set of bellwether proceedings. During this time, no other Demands for arbitration that are part of the Mass Filings may be filed, processed, or adjudicated. This staged process of bellwether proceedings, with each set including 30 Demands adjudicated on an individual basis, shall continue until each Demand included in the Mass Filings (including your Demand) is adjudicated or otherwise resolved. Fees associated with a Demand included in the Mass Filings, including fees owed by the us or the Program Manager and the claimants (including you), shall only be due after your Demand is chosen as part of a set of bellwether proceedings and therefore properly designated for filing, processing, and adjudication. Any applicable statute of limitations shall be tolled beginning when you initiate the informal dispute resolution process set forth above in this section 5 of this Arbitration Clause, and if the first Mass Filings' Demands are chosen for the initial set of bellwether proceedings have been filed, your claims will remain tolled until your Demand is decided, withdrawn, or settled. A court of competent jurisdiction located in New York, New York, U.S.A. shall have the power to enforce this subsection.
- iv. The bellwether proceedings set forth in subsection (iii) above are preferred by the Parties. However, if said proceedings are determined to not be feasible under the circumstances, the Parties agree to cooperate with each other and the arbitrator to establish alternative processes or procedures that the arbitration provider or arbitrator believe will provide for an efficient, cost-effective resolution of claims. Any disagreement between the parties as to whether subsection (iii) above should apply shall be resolved by a procedural arbitrator appointed by NAM.
- v. The Parties each agree that we each value the integrity and efficiency of the arbitration and small claims court process and wish to employ the process for the fair resolution of genuine and sincere disputes between us. The Parties acknowledge and agree to act in good faith to ensure the fair resolution of genuine and sincere disputes. The Parties further agree that application of these Mass Filings procedures have been reasonably designed to result in an efficient and fair adjudication of such cases.

6. Class and Consolidated Action Waiver.

You agree that any arbitration under this Agreement will take place on an individual basis, and not as a class, collective, private attorney general, or representative action or proceeding and such class, collective, private attorney general, or representative arbitrations are not permitted, and (unless all parties otherwise agree in writing) you are agreeing to give up the ability to participate in or join claims of multiple individuals against us (or Program Manager) in a single proceeding (the "Class Action Waiver").

If a claim does not proceed in arbitration for any reason, the Class Action Waiver will remain in effect, and you shall not join or file any action or proceeding in court on a class, representative or joint basis against us (or the Program Manager).

7. Jury Waiver.

Each Party waives the right to a trial by jury in any court in any suit, action, or proceeding on any matter arising in connection with or in any way related to the transactions of which this Agreement is a part or its enforcement, except where such waiver is prohibited by law or deemed by a court of law to be against public policy. The Parties each acknowledge that each Party makes this waiver knowingly, willingly and voluntarily and without duress, and only after extensive consideration of the ramifications of this waiver with their respective attorneys.

8. Small Claims Exception.

Notwithstanding the foregoing, either you, us, or Program Manager may elect to have an individual claim heard in small claims court. If the request to proceed in small claims court is made after an arbitration has been initiated but before an arbitrator has been appointed, such arbitration shall be administratively closed. Any controversy over the small claims court's jurisdiction shall be determined solely by the small claims court.

All other issues (except as otherwise provided herein) are exclusively for the arbitrator to decide, as well as any request to proceed in small claims court that is made after an arbitrator has been appointed. If you, us, or the Program Manager challenges the small claims court election in your dispute, and the small claims court determines that it does not have jurisdiction, then the claim shall be heard in arbitration. However, such court determination shall not be considered or deemed binding with respect to Program Manager's other contracting parties.

9. Venue and Forum Selection.

Except where prohibited by law and except for claims that are heard in a small claims court as set forth in this Agreement, any claims arising out of or relating to this Agreement, our services, or to your relationship with us or Program Manager that for whatever reason are not required to be arbitrated or filed in small claims court, will be litigated exclusively in the federal or state courts located in New York, New York, U.S.A. You and Program Manager consent to the exercise of personal jurisdiction of courts in the State of New York and waive any claim that such courts constitute an inconvenient forum.

10. Severability; Survival; Conflicts.

If any part of this Arbitration Clause is found by a court or arbitrator to be unenforceable, the remainder is enforceable, except that: (A) if the Class Action Waiver is limited, voided or found unenforceable in a proceeding between you and us, and that determination becomes final after all appeals have been exhausted, then this Arbitration Clause (except for this sentence) shall be null and void with respect to such proceeding; and (B) if a claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action Waiver or elsewhere in this Arbitration Clause prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such claim, and that determination becomes final after all appeals have been exhausted, the claim for public injunctive relief

will be determined in court and any individual claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. This Arbitration Clause will survive the termination of the Agreement, regardless of reason for termination, the sale or assignment of your obligation by us to a third party, the repayment of some or all amounts owed under the Agreement and any bankruptcy by you, to the extent consistent with applicable bankruptcy law. In the event of a conflict or inconsistency between this Arbitration Clause, on the one hand, and the applicable arbitration rules or the other provisions of the Agreement, on the other hand, this Arbitration Clause shall govern.

BILLING RIGHTS SUMMARY

YOUR BILLING RIGHTS – KEEP THIS NOTICE FOR FUTURE USE: This notice tells you about your rights and our responsibilities under the Fair Credit Billing Act.

WHAT TO DO IF YOU FIND A MISTAKE ON YOUR STATEMENT: If you think there is an error on your Statement, write to us at:

Cloaked Pay, LLC
116 East 16th St, Floor 6, New York, NY, 10003
You may also contact us on the Web and/or by email: support@cloaked.com

In your letter, give us the following information:

- Account information: Your name and Card Account number.
- Dollar amount: The dollar amount of the suspected error.
- Description of the problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your Statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors *in writing* [or electronically]. You may call us at +1 (888) 857-5490, but if you do, we are not required to investigate any potential errors, and you may have to pay the amount in question.

WHAT WILL HAPPEN AFTER WE RECEIVE YOUR EMAIL: When we receive your letter, we must do two things:

- Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error; and
- Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount;
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount;
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your Credit Limit.

After we finish our investigation, one of two things will happen:

- **If we made a mistake:** You will not have to pay the amount in question or any interest or other fees related to that amount.
- **If we believe there was a mistake:** You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within *10 days* telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all the rules above, you do not have to pay the first \$50 of the amount you question, even if your bill is correct.

YOUR RIGHTS IF YOU ARE DISSATISFIED WITH YOUR CARD PURCHASE: If you are dissatisfied with the goods or services that you have purchased with your Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither these are necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your Card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your Card Account do not qualify.
3. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* or electronically at:

Cloaked Pay, LLC

116 East 16th Street, Floor 6, New York, 10003

You may also contact us on the Web and/or by email: support@cloaked.com

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.