

ADA Rewards World Elite Business Mastercard® Credit Agreement

PRICING INFORMATION

Interest Rates and Interest Charges

Annual Percentage Rate (APR) for Purchases	19.74% to 26.74%, based on your creditworthiness and other factors as determined at the time of account opening. This APR will vary with the market based on changes in the Prime Rate
APR for Balance Transfers	19.74% to 26.74%, based on your creditworthiness and other factors as determined at the time of account opening. This APR will vary with the market based on changes in the Prime Rate
APR for Cash Advances	27.74% This APR will vary with the market based on changes in the Prime Rate
Penalty APR and When It Applies	We do not impose a Penalty APR on your Account.
How to Avoid Paying Interest on Purchases	Your due date is at least 21 days after the close of each billing cycle. If you pay your entire New Balance in full by the payment due date shown on your billing statement, we will not charge you any interest on new purchases that are posted during that billing cycle. There is no grace period for Balance Transfers and Cash Advances.
Minimum Interest Charge	None

Fees

Annual Fee	\$0
Balance Transfer Fee	Either 3% of the amount transferred or \$5, whichever is greater
Cash Advance Fee	Either 4% of the amount advanced or \$10, whichever is greater
Foreign Transaction Fee	\$0
Late Payment Fee	Up to \$19 on balances up to \$100
	Up to \$29 on balances from \$100 up to \$250
	Up to \$39 on balances of \$250 or more
Returned Payment Fee	Up to \$35
Over-the-Credit-Limit Fee	\$0
Card Replacement Fee	\$20, for replacement of physical card via expedited delivery

How We Will Calculate Your Balance: We use the average daily balance method (including new purchases).

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your Agreement.

BUSINESS CREDIT CARD AGREEMENT

This Business Credit Card Agreement ("Agreement") is a legal contract between you and FinWise Bank d/b/a Cottonwood Payments ("Cottonwood Payments," "we," "us," or "our"), serviced by Tallied Technologies, Inc. ("Servicer"), for your ADA® Rewards World Elite Business Mastercard® Account ("Account"). By using your Card or Account, you agree to be bound by the terms of this Agreement.

IMPORTANT: This Agreement contains a mandatory arbitration clause and class action waiver. Please read the arbitration section carefully.

ACCOUNT FEATURES AND YOUR USE OF THE ACCOUNT

Account Information Requirements

We need current and accurate information about you, each person who directly or indirectly owns or controls 25% or more of your business (a "beneficial owner"), at least one individual with significant responsibility to control, manage, or direct the legal entity (i.e., an individual who holds a senior management position, such as an executive officer or someone performing similar functions, a "controlling person"), and your business to manage your Account effectively. This includes:

1. your legal name as it appears on government-issued identification;
2. your business name, type of business entity, state of organization, and business address;
3. a valid U.S. mailing address and residential address for the business and each beneficial owner (if different from business address);
4. the date of birth of each beneficial owner and the controlling person;
5. the Social Security number or Individual Taxpayer Identification Number of every beneficial owner and the controlling person;
6. your business tax identification number (EIN or SSN if sole proprietorship);
7. the primary telephone number of the business and every beneficial owner and the controlling person;
8. your employment status and income information; and
9. income statements, balance sheets, cash flow statements, and other financial statements and tax returns.

You must notify us promptly when any of this information changes by calling Customer Service at 1-888-293-1595 or writing to us at the address provided in this Agreement. You must notify us of any changes to Beneficial Owner Certification Information promptly following a change. Types of changes include a new individual who owns 25% or more of the entity or a new individual who controls the entity. We may request additional documentation to verify changes to your information. We reserve the right to restrict, suspend, or close your Account if we cannot verify your information or if you fail to provide required updates.

1. Business Use

You may use the Account only for business, commercial, or professional purposes. This Account is intended solely for business use. **IMPORTANT: Federal and state consumer protection laws, including but not limited to the Truth in Lending Act, Fair Credit Billing Act, and Credit CARD Act, do not apply to business credit transactions.** You represent that you are applying for this Account for business purposes and that you have the authority to enter into this Agreement on behalf of your business. You may not use this Account for personal, family, or household purposes.

2. Purchases

You may use your Card to purchase goods or services from merchants that accept Mastercard®, including transactions initiated by mail, telephone, or Internet. You are responsible for all authorized Purchases made with your Account, even if you have not signed a receipt or received written proof of purchase, except as expressly limited by applicable law.

3. Cash Advances

Cash Advances are transactions that provide direct access to credit from your Account. Cash Advances include: cash obtained from ATMs and certain other transactions as determined by Mastercard® or merchant coding. Only a portion of your Credit Limit is available for Cash Advances, and this amount may vary. Contact Customer Service at 1-888-293-1595 to determine your available cash advance limit.

4. Balance Transfers

When we make Balance Transfer offers available, you may transfer balances from other credit accounts to your Account subject to the terms specified in our offer materials. Balance Transfers will be processed according to the terms disclosed at the time of the offer. You may not transfer balances from accounts you have with us or our affiliates. If a requested Balance Transfer would exceed your available Credit Limit, we may process the full amount, a partial amount up to your available limit, or decline the transfer entirely at our discretion.

5. Prohibited Uses

You may not use your Account for: illegal activities; cash advances to pay other credit obligations; purchases of cryptocurrency, foreign currency, or other cash-equivalent items; internet gambling where prohibited by law; or any other uses prohibited by applicable law or Mastercard® rules. We may decline transactions that we believe violate these restrictions.

6. Credit Limit Management

We will establish a Credit Limit for your Account based on your creditworthiness, business financial information, and other factors. Your Credit Limit represents the maximum amount of credit available across all transaction types (Purchases, Balance Transfers, and Cash Advances). We will notify you of your Credit Limit in the online portal and on your monthly statements.

You agree not to exceed your Credit Limit. We may authorize transactions that would cause you to exceed your Credit Limit, but we are not obligated to do so. Authorization of over-limit transactions does not increase your Credit Limit, and you remain responsible for paying all amounts that exceed your limit. We may increase, decrease, suspend, or cancel your Credit Limit at any time without advance notice. Business accounts are not subject to the Credit CARD Act restrictions on overlimit fees and Credit Limit changes.

Your available credit equals your Credit Limit minus your current balance and any pending transactions. After you make a payment, your available credit may not be restored until we verify that your payment has cleared your financial institution.

7. Authorized Users

You may request that we issue additional Cards for employees or other persons you authorize to use your Account ("Authorized Users"). You remain fully responsible for all transactions, fees, and charges incurred by any Authorized User, including any unauthorized, fraudulent, or illegal use of your Account by an Authorized User.

If you wish to add/remove an Authorized User, you can manage this by logging in at adamastercard.com and updating your account preferences. Upon your request to remove an Authorized User, we will cancel the Authorized User's Card. You are responsible for retrieving and destroying any Cards issued to the removed Authorized User. We are not liable for any transactions made by a removed Authorized User until we have had reasonable time to process your cancellation request and block the Authorized User's access to your Account.

Authorized Users have no authority to make changes to your Account, receive Account information, or make decisions regarding the Account.

INTEREST CHARGES AND ACCOUNT FEES

8. Variable Interest Rates

Variable APRs disclosed above are determined by adding a percentage margin to the U.S. Prime Rate. We use the U.S. Prime Rate or the average of the U.S. Prime Rate if there is more than one, published in the Money Rates column of *The Wall Street Journal* on the 25th day of each month. If *The Wall Street Journal* is not published on the 25th day of the month, then see the immediately preceding edition of *The Wall Street Journal*. The APR may increase or decrease if the U.S. Prime Rate changes. An increase or decrease in the APR may increase or decrease the total amount of interest you pay. It may also increase the Minimum Payment due. If the U.S. Prime Rate changes, your new rate will take effect on your next billing cycle.

The APR will equal:

Purchase APR: Prime Rate plus a margin of 12.74% - 19.74%

Balance Transfer APR: Prime Rate plus a margin of 12.74% - 19.74%

Cash Advance APR: Prime Rate plus a margin of 20.74%

9. How We Calculate Interest

We use the average daily balance method (including new purchases) as described in the pricing table above.

Interest Accrual Timing: Interest charges accrue from the transaction date for cash advances and balance transfers. For purchases, if you have been paying your Account in full without interest charges but fail to pay your next New Balance in full, we will charge interest on the unpaid balance. Unpaid interest charges are added to your Account balance.

Periodic Interest Charge Calculation (See the APRs in the Interest and Fees Table): We calculate the interest charge on your Account by applying the periodic rate to the average daily balance on your Account. To get the "average daily balance," we start with the beginning balance each day (to get the beginning balance for the first day of the billing cycle, we take the New Balance at the end of the previous billing cycle and subtract any fees). Each day, we take the beginning balance, add any new purchases, and subtract the portion of any new payments or credits that are applied to the purchase balance. This gives us the daily balance. Then, we add up all the daily balances for the billing cycle and divide the total of the daily balances by the number of days in the billing cycle. This gives us the "average daily balance." Finally, we multiply the "average daily balance" by the daily periodic rate (the APR on the account divided by 365) and multiply this amount by the number of days in the billing cycle to calculate your "Total Interest For This Period." You are responsible for paying the "Total Interest For this Period," which is shown in the "Transactions" section of your billing statement.

10. Grace Period

When your Account is in an interest-free period, we do not charge interest on new purchases. When you have paid the New Balance shown on your most recent billing statement in full by the payment due date and cutoff time, your Account is in an interest-free period. If you do not pay the New Balance shown on your most recent billing statement by the payment due date and cutoff time, you will lose your interest-free period and we will charge interest on your purchases. You can regain the benefit of the interest-free period by paying your New Balance by the due date and time. When your Account is not in an interest-free period, we will charge you interest on your purchases from the date the purchases appear on your Account until your New Balance is paid in full. There is no grace period for cash advances or balance transfers.

11. Account Fees

The fees for your Account are shown in the Fees table above. Additional fees may include:

- **Duplicate Documentation Fee:** We may charge up to \$5.00 for copies of statements or transaction records (no charge for billing error investigations)

BILLING AND PAYMENTS

12. Monthly Statements

We will provide you with a monthly Statement for each billing cycle in which you have a balance, make transactions. Your Statement will show your account activity, balance information, payment due date, minimum payment due, and other important account details. Business accounts are not subject to the same billing statement timing requirements as consumer accounts.

Electronic Statement Delivery: By opening and using your Account, you consent to receive your Statements and other account communications electronically. Electronic Statements will be made available through your online account portal and you will receive email notification when each Statement is ready for viewing.

Statement Delivery Exceptions: We will not send you a Statement if: (1) your Account is deemed uncollectable; (2) formal collection proceedings have been initiated; (3) your Account has been charged off; or (4) as otherwise prohibited by applicable law.

13. Minimum Payment

Your minimum payment due is the GREATER of: (a) \$10 (or your full balance if less than \$10), OR (b) The sum of: 1% of your New Balance, all interest charges, all late fees and returned payment fees, any past due amounts, and any amount over your Credit Limit.

14. Payment Methods and Timing

You may pay by:

- Online at your account website (24/7)
- Phone at 1-888-293-1595 (with customer service agent)
- Mail to: ADA® Mastercard® (% Tallied Technologies Inc.), PO Box 5244, Sioux Falls, SD 57117-5244

Do not send cash; we will not be responsible for cash payments.

In order to use the payment functionality of Tallied's application, you must open a "Dwolla Account" provided by Dwolla, Inc. and you must accept the Dwolla Terms of Service and Privacy Policy (<https://www.dwolla.com/legal/tos/>). Any funds held in or transferred through your Dwolla Account are held or transferred by Dwolla's financial institution partners. You must be at least 18 years old to create a Dwolla Account. You authorize Servicer to collect and share with Dwolla your personal information including full name, email address and financial information, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Dwolla Account through Servicer's application, and Dwolla account notifications will be sent by Servicer, not Dwolla. Servicer will provide customer support for your Dwolla Account activity.

Payment Crediting: Payments received at the designated address by 5:00 p.m. Eastern Time on any banking day will be credited on the day of receipt.

15. Payment Application

For payment amounts exceeding the Minimum Payment specified in Paragraph 13, we apply payments to balances with the highest APR first, then to balances with lower APRs.

USING YOUR CARD

16. Lost or Stolen Cards

If your Card is lost or stolen, or if you suspect unauthorized use, you should first log in at adamastercard.com to lock the card and/or file the lost/stolen report online. You can also contact us at 1-888-293-1595 (available 24/7 online and via the automated phone system). Card can be locked via the automated phone system 24/7. If Cottonwood Payments issues less than ten (10) credit cards to you and your employees as Authorized Users, you will not be liable for unauthorized transactions that we determine were not made by you or an authorized user.

17. Using a PIN

We may give you a personal identification number ("PIN"). For security reasons, you may have to provide the PIN before you are able to use your Card. Keep your PIN secure. Do not write it down, give it to anyone, or keep it with your Card. If you lose your Card or believe the confidentiality of your PIN has been compromised for any reason, you must contact us immediately at the number provided on the back of your Card.

18. Your Promise to Pay

By using your Card or your Account, you promise to pay us for all transactions made on your Account, as well as any fees, interest charges or other charges or fees.

19. Disputed Transactions

You must inspect each Statement you receive and must contact us about any errors or questions you have within 30 days of the statement date. Business accounts are not subject to the consumer protections of the Fair Credit Billing Act. You can dispute a transaction by logging in at adamastercard.com. If you do not notify us of an error within 30 days, we will assume that all information on the Statement is correct. If we credit your Account for all or part of a disputed transaction, you give us all of your rights against others regarding that transaction and will also: (1) give us any information about the disputed transaction, if we ask; (2) not pursue any claim or reimbursement of the transaction amount from the merchant or any other person; and (3) help us get reimbursement from others.

Business Account Dispute Limitations: You must resolve such disputes directly with the merchant. We may, at our discretion, investigate billing errors but are not required to provide the same protections available to consumer accounts.

20. Authorizing Transactions

We reserve the right to decline to authorize a transaction for any reason, including but not limited to an account default, suspected fraudulent, illegal or unlawful activity or any indication of increased risk related to a transaction. We do not guarantee approval of any transaction. We are not responsible for any losses resulting from our decision to decline a transaction even if you have available credit on your Account. We reserve the right to limit the number of transactions that may be approved in one day. We may close or suspend your Account if we suspect fraud or illegal activity or for our own business reasons, and we will notify you as soon as possible if we do so. We may refuse to authorize any transaction when your credit card has been reported lost or stolen or when we reasonably believe there may be fraudulent, suspicious, or illegal activity involving the credit card or your Account. If you freeze your credit card, we will stop authorizing card transactions. When we issue you a credit card, it is not activated and cannot be used to make purchases until you activate it.

21. International Use

Your Card is accepted worldwide wherever Mastercard® is accepted. We do not charge foreign transaction fees as shown in the Fees table above.

22. Digital Wallet and Mobile Payments

You may add your Card to digital wallets such as Apple Pay, Google Pay, and Samsung Pay. Complete terms for digital wallet usage are provided in the Digital Wallet section below.

23. Account Monitoring and Transaction Authorization

We employ sophisticated monitoring systems to detect potentially fraudulent or unauthorized activity on your Account. We may decline authorization for any transaction for reasons including but not limited to:

- Suspected fraudulent, illegal, or unauthorized activity
- Transactions that would exceed your Credit Limit
- Account delinquency or default status
- Unusual spending patterns or high-risk merchant categories
- Technical issues or system unavailability
- Compliance with applicable laws and regulations

Even if you have available credit, we do not guarantee a transaction can be authorized. We are not responsible for any consequences, damages, or losses resulting from declined transactions, including but not limited to merchant disputes, missed payments to third parties, or emergency situations.

Daily Transaction Limits: We may impose daily limits on the number and dollar amount of transactions you can make for security purposes. These limits may vary based on your account history, payment patterns, and risk assessment.

Account Security Monitoring: We may temporarily freeze or restrict your Account if we detect suspicious activity. If this occurs, we will attempt to contact you using the contact information on file to verify recent transactions. You may also contact us at 1-888-293-1595 if you believe your Account has been compromised.

Merchant Authorization: Some merchants may place temporary authorization holds on your Account for amounts greater than your actual purchase (common with gas stations, hotels, and car rental companies). These holds will reduce your available credit until the final transaction amount is processed, which may take several days.

International Transaction Monitoring: Transactions attempted in foreign countries or with foreign merchants may be subject to additional security reviews and may be declined unless you notify us of your travel plans in advance.

REWARDS PROGRAM

24. Rewards

Your Account may be eligible for rewards through a program managed by Tallied Technologies, Inc. ("Servicer"). If it does, Tallied Technologies, Inc. will separately provide you with information and terms about the rewards or promotion. Reward program(s), promotional offerings or bonus option(s) that are offered to you are not offered by Cottonwood Payments and are offered by Tallied Technologies, Inc. If you have questions regarding rewards, promotional offering or bonus options, please contact the Servicer at 1-888-293-1595.

INTRODUCTORY AND PROMOTIONAL RATES

We may, at our option, offer you introductory or promotional interest rates for all or part of new Purchase, Cash Advance, or Balance Transfers posted to your Account. We will tell you in the offer materials the introductory or promotional rate and the period of time during which that rate will be in effect and any conditions or requirements of the offer. Unless the offer materials state otherwise, an introductory or promotional rate will remain in effect until the last day of the billing cycle in which the introductory or promotional rate expires. Any introductory or promotional rate that applies to new or outstanding Account balances will increase to the standard rate that would otherwise apply.

COMMUNICATIONS

Unless we tell you otherwise, you can notify us at support@adamastercard.com or call us at 1-888-293-1595. When writing, please include your company name, contact person or controlling person, company address, and company telephone numbers and extensions.

To the extent permitted by applicable law, you authorize us and our affiliates, agents, and contractors, our Servicer and anyone to whom we may sell your Account, to contact you to service your Account or for collection purposes. You agree that these contacts are not unsolicited for purposes of state or federal law. You further agree that Cottonwood Payments, its affiliates, agents, and contractors, Servicer and anyone to whom it may sell your 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 prerecorded messages; (2) contact you at any number that you have given us, have called us from or any number we have for you in our records, including your cellular or other wireless device, 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, email us from or any other person or company that provides any services in connection with this Agreement. You authorize us to monitor and/or record your calls with us, including but not limited to, using voice recognition technology to verify your identity when you call and capturing and storing your voiceprint for this purpose. You agree to notify us within five (5) business days after changing your email address, mailing address, or phone number. You are responsible for any service provider charges you may incur because of us contacting you by any means, whether or not such charges are text, data, equipment or other plans.

DEFAULT AND REMEDIES

25. Events of Default

Your Account will be in default if any of the following occur:

- (a) You fail to make any required payment when due;
- (b) Any payment you make is returned unpaid or cannot be processed;
- (c) You exceed your Credit Limit without our prior approval;
- (d) Your business fails to provide requested financial statements, fails to maintain required insurance, changes control on the company without approval from Cottonwood Payments, makes a representation or warranty that is false or misleading when made, transfers substantially all the assets of company, the company suffers a material adverse change in its financial condition, loses a specified key principal, owner or executive, loses it licenses or permits to conduct business, or violates any federal or state law, including anti-money laundering laws or rules, anti-bribery laws or rules, or becomes subject to any law or Presidential Order prohibiting Cottonwood Payments or Servicer from conducting business with the company;
- (e) Your business files for bankruptcy or becomes subject to insolvency proceedings;
- (f) Your business becomes insolvent, assigns any property to creditors, or goes into receivership;
- (g) Any guarantor dies or becomes legally incapacitated;
- (h) You provide false, incomplete, or misleading information to us;
- (i) You violate any term of this Agreement;
- (j) You use your Account for illegal activities or prohibited transactions;
- (k) Your financial condition deteriorates such that, in our reasonable judgment, you may be unable to fulfill your payment obligations;
- (l) You fail to provide required information or documentation when requested;
- (m) You reside outside the United States for an extended period without our approval;
- (n) Any legal action is taken against you that may impair your ability to repay amounts owed;
- (o) You become subject to adverse action by regulatory authorities;
- (p) You request closure of your Account while amounts remain outstanding.

26. Our Rights Upon Default

If you are in default, we may, without prior notice and in addition to any other rights available to us:

- (a) Declare the entire outstanding balance immediately due and payable;
- (b) Close, suspend, or restrict your Account and cancel all Cards;
- (c) Reduce your Credit Limit to zero or any amount we determine appropriate;
- (d) Refuse to authorize new transactions;
- (e) Refuse to permit earning and/or redemption of rewards points;
- (f) Increase your APRs to the maximum rates permitted by law;
- (g) Assess additional fees as permitted by this Agreement and applicable law;
- (h) Report your default to credit reporting agencies;
- (i) Initiate collection activities, including retaining collection agencies;
- (j) Pursue legal action to collect amounts owed, including obtaining judgment and garnishment;
- (k) Require you to pay our reasonable collection costs, including attorney fees and court costs, to the extent permitted by law;
- (l) Take any other action permitted by law to protect our interests.

Continuation of Obligations: Your obligations under this Agreement continue even after default and Account closure. You remain liable for all outstanding balances, accrued interest, fees, and collection costs until paid in full.

27. Business Liability for Charges

You and your business (including any individual co-obligors who executed the application for credit or have otherwise agreed to be liable) are jointly and severally liable for all charges to the Account. This includes all transactions, fees, interest charges, and other amounts incurred by any Authorized User. Your liability includes unauthorized charges made by employees or other Authorized Users, and applies when you and your business have agreed that you or the Authorized User is liable for certain transactions. We may provide your business with transaction activity, Account status, and any Account delinquency information for any employee or Authorized User.

TERMS FOR USING A CARD WITH A DIGITAL WALLET OR MOBILE DEVICE

If we permit you to load your Card to a smart phone or tablet application, or any other electronic device provided by a third-party ("Mobile Device") or a digital wallet provided by another company (such as Apple Pay, Google Pay, Samsung Pay, etc.) ("Digital Wallet"), this section governs your use of your Card through these services.

General Terms: The use of your Card with a Digital Wallet or Mobile Device may not be accepted at all places where your Card is otherwise accepted. Your use is subject to the terms and conditions set forth by the third-party provider. Your agreement with any Mobile Device Provider does not impact our Agreement with you.

Adding Your Card: To add your Card to a Digital Wallet or Mobile Device, follow the provider's instructions. You agree to allow us to share your Card information with the provider. You may be required to authenticate yourself before your Card is added.

Fees: We do not charge additional fees for adding your Card to or using it in a Digital Wallet or Mobile Device. However, all standard Account fees apply. Third-party providers may charge their own fees.

Security: Protect your Mobile Device as you would your physical Card. If your Mobile Device is lost or stolen, contact us immediately and consider your Card lost or stolen as well.

Liability Limitation: TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE ARE NOT LIABLE FOR ANY LOSSES, CLAIMS, OR DAMAGES RESULTING FROM YOUR USE OF A DIGITAL WALLET OR MOBILE DEVICE.

Provider-Specific Terms:

- Google Pay: Subject to Google Pay Terms of Service
- Apple Pay: Subject to Apple Pay terms and conditions
- Samsung Pay: Subject to Samsung Pay Terms and Conditions

We do not control or endorse the provisioning or use of any digital wallet service.

LEGAL TERMS

28. Intent to Repay

Every time you use your Account, you represent to us that you intend to and have the ability to repay your Account obligations. We rely on this representation every time you use your Account.

29. Changes to Agreement

We may change the terms of this Agreement, including interest rates and fees, at any time with or without notice as permitted by law. Business accounts are not subject to the advance notice requirements that apply to consumer credit cards. Rate increases may be applied to existing balances immediately upon notice.

30. Governing Law

This Agreement is governed by Utah state law and applicable federal law.

31. Assignment

We may sell, assign, or transfer your Account to another company without notice. You may not assign your obligations without our written consent.

32. Account Closure

Either you or we may close your Account at any time. Contact Customer Service at 1-888-293-1595 to close your Account.

33. Collection Costs

If we retain an attorney to collect amounts you owe, you agree to pay our reasonable attorney fees and costs to the extent permitted by law.

ARBITRATION PROVISION

This Section sets forth the circumstances and procedures under which Claims (as defined below) shall be arbitrated instead of litigated in court upon the election of either party.

(1) Definitions

As used in this Arbitration Section, the term "Claim" means any claim, dispute or controversy between you and Cottonwood Payments, Tallied Technologies Inc. as Servicer, or any of their agents or retailers, arising from or relating to the Card or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this Arbitration Section or the Agreement. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your Card or Account; (ii) advertisements, promotions or oral or written statements related to the Card or Account or goods or services purchased with the Cards; (iii) the benefits and services related to the Card or Account; and (iv) your enrollment for any Card or Account. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in that court; any appeals from that court shall be pursued only in arbitration. As used in this Arbitration Section, the terms "we" and "us" shall for all purposes mean Cottonwood Payments and Tallied Technologies Inc., and their respective affiliates, licensees, predecessors, successors, and assigns, and all their respective agents, employees, directors and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with any Cards (including, but not limited to merchants who accept the Card, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Section, the terms "you" or "your" shall mean all persons or entities that have access to or use a Card or Account, including but not limited to all persons or entities contractually obligated under any of the Agreements.

(2) Initiation of Arbitration Proceeding/Selection of Administrator

Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Section and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either Judicial Arbitration and Mediation Services ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at www.jamsadr.com; and (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at www.adr.org.

(3) Significance of Arbitration

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

(4) Restrictions on Arbitration

If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other cardholders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

(5) Location of Arbitration/Payment of Fees

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

(6) Arbitration Procedures

This Arbitration Section is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Section shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Code and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

(7) Survival

This Arbitration Section shall survive termination of your Card or Account as well as voluntary payment of the debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Section is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Section, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

IMPORTANT DISCLOSURES

34. Credit Reporting

We may report information about your Account to credit bureaus. We may report information about your Account to credit bureaus and others. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report. Information we provide may appear on your credit reports. If you believe that we have reported inaccurate information about your Account to a credit bureau or other consumer reporting agency, notify us in writing to ADA® Mastercard® (% Tallied Technologies Inc.), PO Box 88710, Sioux Falls, SD 57109-8710. When you write, tell us the specific information that you believe is incorrect and why you believe it is incorrect.

35. Communication Consent

You agree that we may contact you by phone, text, or email regarding your Account.

36. Stop Payment Procedures

For payments that support stop payment requests, contact us promptly with an oral request, then provide written confirmation within 14 days. Bank transfers can be cancelled up until 4 PM CT on the same business day if initiated before 4 PM CT. If initiated after 4 PM CT, they can be cancelled before 4 PM CT on the following business day.

CONTACT INFORMATION

Customer Service: 1-888-293-1595

Hours: Monday-Saturday 7:00 AM - 7:00 PM EST; Sunday 9:00 AM - 5:00 PM EST

Lost/Stolen Cards: 24/7 online and via the automated phone system

Online Access: 24/7 at adamastercard.com

Mailing Address: ADA® Mastercard® (% Tallied Technologies Inc.) PO Box 88710 Sioux Falls, SD 57109-8710

YOUR BILLING RIGHTS - BUSINESS ACCOUNTS

IMPORTANT: Business credit accounts are not covered by the Fair Credit Billing Act. The following rights are more limited than those available to consumer accounts.

What to Do If You Find a Mistake on Your Statement:

If you think your bill is wrong, or if you need more information about a transaction, write to us at the address above. We must hear from you no later than 30 days after we sent you the statement on which the error appeared.

In your letter, include:

- Your name and account number
- The dollar amount of the suspected error
- A description of the error and why you believe there is an error

What Will Happen After We Receive Your Letter:

We will acknowledge your letter within a reasonable time and investigate the matter. Unlike consumer accounts, we are not required to follow specific timeframes for business account investigations.

While we investigate, you remain responsible for paying all undisputed amounts on your Account.

Your Rights Regarding Business Credit Card Purchases:

Business accounts have limited rights regarding disputes about goods or services purchased with your credit card. You must work directly with the merchant to resolve any problems with business purchases. We are not required to withhold payment or provide the same purchase protections available to consumer credit cards.

If you have a problem with goods or services purchased for business purposes, contact the merchant directly to resolve the issue.

For billing errors or disputed charges, contact us in writing at:

ADA® Mastercard® (% Tallied Technologies Inc.)
PO Box 88710
Sioux Falls, SD 57109-8710

This Agreement is effective as of the date you first use your Account. Please keep this Agreement for your records.