



1. Your Cloaked Pay and This Agreement

Your Cloaked Pay Account ("**Account**") is issued by Patriot Bank, N.A. ("**Issuing Bank**"). As applicable, Credit is provided by Cloaked Pay, LLC ("**Cloaked**" or "**Cloaked Pay**"). This Cloaked Pay Agreement, the Fees Table, and any changes we make to the agreement between you and us ("**Agreement**") in the future governs the use of your Account. The Agreement takes effect when you use a Card; or, if you don't use a Card, 30 days after we provide you the Agreement unless you contact us to cancel your Account. You may only use your Account for consumer purposes, and you cannot use your Account for business purposes.

The Cloaked Charge Card is not like other cards you may have used before, and it is important that you understand what makes it unique. Please review this Agreement carefully before you use your Account. If you do not understand any portion of this Agreement, please get in touch with us before you use your Account, and we will be glad to help explain how the Account works.

THIS AGREEMENT REQUIRES ANY LEGAL DISPUTES BETWEEN YOU AND US TO BE DECIDED BY ARBITRATION AND NOT IN A COURT OF LAW, AND IT ALSO FORBIDS YOU FROM PARTICIPATING IN A CLASS ACTION AGAINST US UNLESS YOU EXERCISE YOUR RIGHT TO REJECT ARBITRATION AS DESCRIBED IN THE ARBITRATION PROVISION IN SECTION 11 OF THIS AGREEMENT.

Note: We provide examples and additional explanations throughout this Agreement to help you understand the Account's features. *These examples and additional explanations are intended to illustrate how portions of the Account features work, and are not part of the contract terms. Examples are included in boxes in italics.*

2. Definitions

Defined terms used in the Agreement. We may also define other important terms within the body of the Agreement itself.

"**App**" means the Servicer mobile application or www.cloaked.app.

"**Billing Cycle**" means the period between the dates that we create a billing statement for your Account; our Billing Cycle is every thirty (30) days.

"**Card**" means one or more cards or other devices we issue to you to access your Account.

"**Linked Account**" means the debit card, checking account or other account type with ACH, credit card, or any combination of the three payment accounts issued by a U.S. financial institution that you link.

"**Servicer**" refers to Cloaked Pay, LLC, or a future card servicer, as applicable.

"**Spending Limit**" means the maximum amount of credit we allow you to spend on any single Transaction or on any given day.

"**Statement Balance**" means the amount you owe on your billing statement.

"**Transaction**" means any transaction used to buy or lease goods or services, any other permitted transaction, and any adjustments to transactions made to your Account.

"**Transaction Amount**" means the amount of a Transaction, inclusive of any third-party or transaction fees charged to you as part of the Transaction.

"**Transaction Payment**" means a payment made for the Transaction Amount.

“We,” “us” and “our” mean, depending on context, Issuing Bank, Cloaked Pay, LLC, and/or Servicer.

“You” means the Account owner.

3. Your Account and How it Works

- a. **Use of Your Account and Cards.** To create an Account and to use your Cards, you must connect at least one Linked Account that we support through the App. If you add more than one Linked Account, you need to choose which Linked Account is your primary Linked Account through the App (“**Primary Linked Account**”). Any Linked Accounts that are not Primary Linked Accounts are alternative Linked Accounts (“**Alternative Linked Accounts**”). You agree that any and all Linked Accounts may be used for purposes of repayment. As discussed in section 3(b), we determine your Spending Limit, including any Spending Limit you request, in part, based on the daily balances, Linked Account transactions, or credit available in your Linked Account(s).
- b. **Spending Limit.** Your Spending Limit is how much credit we allow you to spend. You set an initial Spending Limit when you open your Account, which we confirm is payable through your Linked Account(s). We then set one or more Spending Limits that we calculate on an ongoing basis using the amounts you have in your Linked Accounts, your Account history, and other factors. We may increase or decrease your Spending Limit at any time, subject to applicable law. Your Spending Limits may differ from the credit limits, spending limits, and funds availability limits imposed on you by the issuers of your Linked Accounts. Because we determine your Spending Limit based on the most recent information available to us when you request a specific Spending Limit and each time you perform a Transaction, your Spending Limit could vary. While we usually decline any Transactions that would cause you to exceed your Spending Limit, we may authorize Transactions that cause your Account balance to exceed your Spending Limit. If we do, we do not give up any of our rights under this Agreement to continue to implement controls on your Spending Limit, and any Transaction approvals we make that exceed your Spending Limit do not constitute a guarantee that we will permit you to exceed your Spending Limit again. You are responsible for paying all amounts you owe us under this Agreement.

Example: Andrea checks her App on Monday morning and sees she has a Spending Limit of \$2,000. Andrea did not use her Card that Monday, but her Linked Account was debited Monday evening because Andrea made a transaction with another merchant using her Linked Account. Andrea checks her App on Tuesday morning and sees she has a Spending Limit of \$1,900. Spending Limit is less because her Linked Account has less money in it on Tuesday than it had on Monday.

- c. **Using your Spending Limit.** To use a Card to access your Spending Limit, you must not have a balance or pending balance on your Account. This means you must have made Transaction Payments for all Transactions from the current Billing Cycle and all required payments for Statement Balances from prior billing statements. If you have made all such payments in full, you may use your Card for a Transaction, including any Transaction fees, up to your Spending Limit. **To use your Account again after your Transaction, you must make a Transaction Payment or pay your Statement Balance. If you don’t, you cannot use a Card for a Transaction.** If you try to do so, we will decline the Transaction. You can find instructions on how to make Transaction Payments and Statement Balance payments in Section 4 below.
- d. **Holds and Additional Charges.** Certain merchants may place “authorization holds” for specified amounts when you use a Card. For example, a hotel may place a hold for a specified amount of funds beyond the cost of the stay of your hotel rental. To the extent we are able, we treat a merchant’s “hold” differently in this situation than we treat pending balances for other Transactions. For such holds, we will deduct the “hold” amount from your Spending Limit but we will not require you to repay the “hold” amount to use your Account again unless the merchant settles the “hold” by charging you for the “hold” amount. If the merchant releases the “hold” instead of charging you for the “hold” amount, the “hold” will be released from your Spending Limit once it is removed from your Account. We do not control how long it takes for a “hold” to be removed. You agree that we are not liable to you for any losses caused by Transactions that are, or are not, categorized as “holds,” including any limitations on your ability to use your Account because of such categorization. You are responsible for all repayment obligations based on how the Transaction is categorized. Some merchants assess additional charges, such as tips, beyond the initial Transaction amount. For additional charges, we will charge

your Card for the remaining balance of the Transaction that the merchant charges you beyond the amount of your initial Transaction. The additional charge may cause you to exceed your Spending Limit. You agree that you owe us any additional charges, notwithstanding that amount being above your Spending Limit or requested limit on a Card.

- e. **No Authorized Users.** We will not issue an additional Card to allow anyone other than you to access your Account. You are the only person who can use your Card or Account. If you authorize someone else to use your Card or Account, you are responsible for all Transactions and/or fees incurred by that person, including if that person exceeds your authority, loses your card, or otherwise fails to protect your credentials. You are solely responsible for the use of your Card and Account in accordance with the terms and conditions of this Agreement.

4. Transaction Payments, Statements, and How to Make Payments

- a. **Promise to Pay.** When you use your Account, you promise to pay us all amounts charged to your Account. This includes all Transactions, fees, and other amounts we bill to you on your Statement Balance. You can find the fees and other amounts we charge in the App.
- b. **Payments Required to Access Spending Limit.** To access your Spending Limit after you complete a Transaction and incur a balance or pending balance on your Account, you must pay us the Transaction Amount plus fees, if any, you have incurred since completing the Transaction. You can pay us by (i) making a Transaction Payment, (ii) paying your Statement Balance, or (iii) paying the full amount shown on your Account. If your payment is declined, returned or reversed by the issuer of your Linked Account, you will be unable to access your Spending Limit until we receive your full payment, and you will owe us for the amount that was returned or reversed.
 - *Transaction Payments.* After you use your Card, you can make a Transaction Payment from your Linked Account(s) to regain access to your Spending Limit. Once you make a Transaction Payment and pay any other fees you owe us in full (if any) you may generally resume using your Spending Limit. Partial payments will not permit you to regain access to your Spending Limit.
 - *Billing Cycle and Billing Statements.* We will send you a billing statement electronically at the end of each Billing Cycle, if applicable law requires. Unless we make other arrangements with you, we will deliver any required billing statements as described in our E-Sign Consent Agreement. If you receive a billing statement and you have a Statement Balance, payment of the Statement Balance is due upon receipt of your billing statement. Once you pay your Statement Balance, you generally may resume using your Spending Limit.
- c. **Payment Methods and Authorization:** You can pay through the App using one of two electronic methods described below. We do not accept cash or check payments. Each payment must be in U.S. dollars. Each time you authorize us to initiate a payment from your Linked Account(s), 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(s) information, you authorize us to (i) retain the information to initiate payments based on your instructions; (ii) credit your Linked Account(s); and (iii) correct any payment, credit, or other errors.

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

- *Preauthorized Transfers:* You may authorize us to initiate recurring or automatic payments from your Linked Account(s) for Transaction Payments and for the amount of each Statement Balance ("**AutoPay**"). If you select AutoPay, you authorize us to initiate repayment from your Linked Account (A) for a Transaction Payment after you complete a Transaction, and (B) for the Statement Balance on the date we send you a billing statement. 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 Accounts that are set up for AutoPay. **It is important that you correctly order your Linked**

Accounts for repayment purposes because we will initiate repayments from your Linked Accounts in the order that 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 from your Linked Account by logging in to the App.

Examples:

- *Andrea selects AutoPay when opening her Account. Andrea opens her App and sees she has a \$1,000 Spending Limit. Andrea buys a television for \$500 using a Card. Because Andrea selected AutoPay, we immediately initiated a Transaction Payment to debit her Linked Account for \$500 after her purchase of the television using a Card was complete. Andrea opens her App one hour later to order food online and the App shows that she has a \$500 Spending Limit and that she is eligible to use a Card to order the food because she initiated a Transaction Payment using AutoPay.*
- *Bob does not select AutoPay when he opens his Account. Bob opens his App and sees he has a \$1,000 Spending Limit. Bob buys a couch for \$250 using a Card. Because Bob did not select AutoPay, Bob will be unable to use the remaining amount of his Spending Limit that day, or use his Spending Limit on any future day until Bob initiates a one-time transfer for the full amount owed. Before Bob initiates a one-time transfer, Bob attempts to use his Card to initiate another purchase and is declined. Bob then opens the App and initiates a Transaction Payment using a one-time transfer. Bob can now use his Card again up to the remaining Spending Limit.*
- *Carol does not select AutoPay when she opens her Account. Carol opens her App and sees she has a \$1,000 Spending Limit. Carol buys a bike for \$250 using a Card. Because Carol did not select AutoPay, Carol will be unable to use the remaining amount of her Spending Limit that day, or use her Spending Limit on any future day until Carol initiates a one-time transfer for the full amount owed. Carol does not pay until she receives her billing statement. Upon receiving her billing statement, Carol initiates a one-time transfer for the Statement Balance amount. Carol is now eligible to use her Card up to the Spending Limit.*

- d. **Payment Cancellations:** You may cancel a scheduled payment by contacting us. We must receive your cancellation request three business days before your scheduled payment. We may cancel your payment(s) for any reason we deem appropriate, and we will notify you of such cancellation.
- e. **Non-Conforming Payments:** We may reject any AutoPay or one-time payments you attempt to make that do not comply with the payment instructions in Section 4(c) or on your billing statement. We may permit new payment methods in our discretion.
- f. **Spending Limit Availability:** After you make a payment, we can immediately restore your ability to use your Spending Limit, or we can delay your ability to use your Spending Limit for a period of time. We will credit your payment when you make it, but we reserve the right to delay your ability to use your Spending Limit at our discretion. You can check your Spending Limit, including whether you are authorized to use your Spending Limit, by checking the App or contacting us.
- g. **Linked Account Agreements.** Your Linked Account is issued by a financial institution and is governed by an agreement between you and the Linked Account issuer. Those agreements between you and the Linked Account issuer likely govern any transaction from the Linked Account issuer that results in you repaying any amount you owe to us. For example, if your Linked Account is a credit card, the issuer of that credit card may treat your repayment to us as a “cash advance” rather than a “purchase” transaction and the issuer may have different terms, including different annual percentage rates and different grace periods for such transactions. You are solely responsible for complying with the terms of your agreement with the issuer of your Linked Account, including any repayment obligations you have for transactions you undertake using your Linked Account. If you have any questions, contact the issuer of your Linked Account.

5. Additional Account and Card Use Terms

- a. **Single-Use and Multi-Use Cards:** When using your Account, you can access single-use Cards and multi-use Cards. If you create a single-use Card, you can only use the card number associated with that Card one time. If you create multi-use Cards, you can use the card number associated with that Card until that Card expires or you have otherwise set up limitations on its use. We do not charge any fees for creating single or multi-use Cards.

***Example:** Andrea checks her App, and sees she has a \$1,000 Spending Limit. Andrea creates a single-use Card to purchase a television online for \$500. Andrea's Spending Limit is reduced by \$500. Because the Card was a single-use Card, Andrea cannot use the number associated with that Card again.*

- b. **Eligible Transactions:** You may use your Account for Transactions. You may not use or permit anyone else to use your Account for:

- Any illegal purpose, including in connection with unlawful domestic or international gambling websites or escort services.
- Cash advances or cash equivalents, such as purchasing cryptocurrency, travelers checks, money orders, peer-to-peer transfers, lottery tickets, gaming chips and other methods used to gamble, and other wagers or betting transactions.
- Cannabis/Marijuana
- Balance transfers.

- c. **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 Account. If your Account has a balance, your 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 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.

***Example:** Andrea set up a recurring Transaction with a streaming video service using a Card. The streaming video service charges consumers on the 15th of each month. On the 15th, Andrea had made all payments on her Account and was eligible to use her Spending Limit that day. The streaming video service charged her Card. Andrea had AutoPay setup, so we immediately initiated a Transaction Payment to Andrea's Linked Account, meaning that Andrea could use her Card for a new Transaction.*

- d. **Declined Transactions:** We may decline Transactions under this Agreement for any reason. This includes if we suspect fraud or there is actual fraud, the Transaction would violate applicable law, you have not made a Transaction Payment or not made all required payments on any billing statements, you are in default under this Agreement, or if you exceed your Spending Limit. We are not responsible for any losses associated with a declined Transaction, even if you were eligible to use your Spending Limit and the Transaction Amount was within your Spending Limit. We are not responsible if a merchant or another person refuses to accept your Card.
- e. **Foreign Transactions.** When you make a Transaction with your Account in a currency other than U.S. dollars, your Transaction will be converted into U.S. dollars by Mastercard. Mastercard will use the exchange rate in effect on the day the Transaction is processed. This exchange rate is based on rates observed in the wholesale market or government-mandated rates, where applicable. The exchange rate may differ from the rate as of the Transaction date or the date the Transaction is posted on your Account. This is because the exchange rate

can fluctuate between the time the Transaction is made and the time it is processed. For a returned or exchanged item that you purchased in a foreign currency, the exchange rate will be determined on the return date.

- f. **Authorization to Connect to Linked Account(s):** To add a Linked Account to your Account, the third-party service that we use will 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 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>.
- g. **Changes to Account Information.** You provided certain personal information to us when you opened your Account. You agree to notify us immediately of any changes to this information. If you do not notify us of changes, or if we ask you to verify your Account information and you cannot, we may suspend or close your Account. We may also require additional information, supplemental information, or both to the information you provided in your application. The supplemental information may affect your Spending Limit.
- h. **Returns and Credit Balances:** When you return an item purchased using your Account, the refund will appear as a credit on your Account. You may request a refund of a credit balance at any time in writing. If you don't request a refund, we'll apply the credit balance to new Transactions unless we are required by law to provide you with a refund.
- i. **Lost or Stolen Cards and Liability for Unauthorized Use.** You must contact us immediately if your Account or Card information is lost or stolen, any access credentials have been compromised, or your Account has been accessed or used without your permission. You agree to help us investigate any related matters. If you assist and we determine that you are not responsible, you will not be liable for any unauthorized Transactions made on your Account.

6. Interest and Fees

- a. **No Interest.** We do not charge you interest on your Account.
- b. Cloaked Pay availability is included in your subscription to Cloaked, which includes all Cloaked core and Cloaked Pay products and services. If you are eligible for Cloaked Pay, you can gain Cloaked Pay access with an active and paid Cloaked subscription.

7. Consent to Communications and Call Monitoring

- a. **Consent to Communications.** You consent to us, as well as any other owner or servicer of your Account, contacting you through any communication channel, for any purpose and at any time, as permitted by applicable law. This includes contacting you by phone, text message, email, mobile application push notifications, and other electronic notification methods enabled by the software or devices you use to access your Account. We may communicate with you using any telephone number(s) (including wireless, landline, and voice over IP numbers, or any numbers that convert to a wireless number) or email address(es) that you give or have given to us. We may use an automated dialer or artificial voice and/or prerecorded messages when we contact you. We may contact you on a mobile, wireless, or similar device, even if your carrier charges you for it. Your carrier's message and data rates may vary. We are not liable for delayed or undelivered messages.

You agree that you will immediately notify us if you change your telephone number(s) or are no longer the subscriber or usual user of a telephone number you gave us. If you have a right under applicable law, you can withdraw your consent to receive phone calls and text messages that are made using an automatic telephone dialing system or that deliver a prerecorded and/or artificial voice message. To revoke your consent, you must contact us per this Agreement.

You must promptly notify us of any change to your name, mailing address, email address, or phone number by contacting us. We may rely on your phone number, email address, or mail address as it appears on our records for any Account communications we send you until you notify us of any changes.

- b. **Call Monitoring:** You consent to us monitoring and recording any calls between you and us. This is for quality control purposes. You can opt out of call monitoring at any time by contacting us.
- c. **Notices.** We send any notices by email to the address you gave us or by text message to the phone number you gave us. We may also deliver notices to your billing address. We consider a notice sent as soon as we mail it. We consider an electronic notice sent as soon as we send it, unless we receive notification that the electronic notice was undeliverable.

8. Default, Effects of Default, and Closing or Suspending Your Account

- a. **Default:** Your Account will be in default if any of the events below occur:
 - You fail to make a payment when due on your billing statement.
 - Any required payment you make is rejected or we cannot process it.
 - You breach any term of this Agreement.
 - You file for bankruptcy, or some other insolvency proceeding is filed by or against you.
 - You're declared incompetent or mentally incapacitated, or in the event of your death.
 - You use your Card(s) for any unlawful or unpermitted transactions.
 - You remove all your Linked Accounts from your Account.
- b. **Consequences of being in default:** If your Account is in default, we may take any of the actions below without notifying you, to the extent permitted under applicable law:
 - Lower your Spending Limit;
 - Decline or limit your ability to make Transactions;
 - Begin collections activities;
 - Suspend or close one or more of your Cards or your Account;
 - Require you to immediately pay your total outstanding balance; and/or
 - Take any other action permitted by law.
- c. **Closing your Account.** You may close your Account at any time by contacting us. We may suspend or close your Account, or suspend or cancel any Card or other feature, at any time and for any reason permitted by applicable law. We may suspend or close your Account because of our business needs rather than your actions or inactions. If your Account is closed, you must immediately repay your total outstanding balance.
- d. **Collection Costs.** To the extent allowed by law, you're liable to us for our legal costs if we refer collection of your Account to a lawyer who isn't our salaried employee. These costs may include reasonable attorneys' fees and costs and expenses of any legal action.

9. Other Important Information about your Account and this Agreement

- a. **Governing Law.** This Agreement is governed by Federal law; if Federal law does not govern, the law of Connecticut will apply, regardless of where you live or use your Account. We accept this Agreement in Connecticut, all decisions to grant the Cloaked Pay are made in Connecticut.
- b. **Changes To This Agreement.** We may change, add, or delete the terms of this Agreement at any time. We will notify you of any changes as required by law, including by electronic means in accordance with the E-Sign Consent Agreement we provided to you. If you do not agree to any changes, we may require you to close your Account, or you may close your Account. If your Account is closed because you do not agree to a change, and you have a right to reject the change under applicable law, that change will not apply to your Account. All other changes to the Agreement will apply to your Account while you repay any remaining balance.

- c. **Servicer and Service Providers.** We have partnered with a Servicer to provide you with certain services in connection with your Card and Account. You will interact with the Servicer on behalf of us through the App. These services may include, but are not limited to, Account management and customer service. The Servicer may act on our behalf and perform our obligations under this Agreement. We may share any information you provide to us in connection with your Card and Account with the Servicer for them to provide you with these services. We or the Servicer may use other service providers to assist in providing you with your Account and related services. We or they may share any information you provide to us in connection with your Card and Account with the Servicer for them to provide you with these services. All sharing will be in accordance with our privacy policy and applicable law.
- d. **Correcting Errors.** If we incorrectly apply a payment or credit to your Account, make an incorrect payment to you or anyone else on your behalf, or make any other error regarding your Account, we may correct the error. We may do so by making adjustments to your Account; requiring you to repay us for any incorrect payments, credits or transfers; or taking any other actions we determine are appropriate to correct the error. You will cooperate with us to correct any of these errors.
- e. **Protecting Your Account Information and Credentials.** You are solely responsible for maintaining the security of your Account information, including your Card(s) and any authentication credentials used in connection with your Account. This includes, but is not limited to, your username, password, biometrics, and any other data you use to log into your Account through the App. Do not share your Account information or credentials with anyone. You could be liable for any Transactions they make using your Account.
- f. **Mobile Phone or Other Devices.** Phones, tablets, and other electronic devices can store your Card, including, for example, in a mobile wallet. You can use these devices and associated applications to make Transactions. This Agreement applies to such Transactions. Methods used to store your Card to make Transactions may have separate terms. You, and not us, are responsible if you violate those terms, or for any consequences resulting from any violation.
- g. **Assignment.** We may sell, assign, or transfer any or all of our rights and obligations under this Agreement to a third party without restriction and without your prior consent. The person or entity to whom we make such sale, assignment, or transfer can exercise all our rights and is subject to all your obligations under this Agreement that we sold, assigned, or transferred. You cannot sell, assign, or transfer your Account or any of your obligations under this Agreement.
- h. **Severability.** If any provision of this Agreement is held invalid or unenforceable, such provision will be struck from this Agreement, and the remaining provisions will remain in effect.
- i. **Right to Delay Enforcement.** We can delay or fail to enforce any of our rights under this Agreement without losing any of them.
- j. **Events Beyond Our Control.** From time to time, our services might be unavailable because of circumstances beyond our control. If this happens, you might be unable to use your Account. We are not responsible or liable to you if this happens.
- k. **Contacting Us.** Unless we tell you otherwise, you can contact us through our Servicer at support@cloaked.app.
- l. **Headings.** The headings in this Agreement are for convenience. The headings don't limit or define the scope of this Agreement or any of your or our rights or obligations under this Agreement.

10. Your Billing Rights – Keep This Document 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, you may contact us through the App, via email at support@cloaked.app, or write to us at:

Cloaked Pay

1075 Westford Street

Suite 305

Lowell, MA 01851

In your letter, give us the following information:

- **Account information:** Your name and Account number.
- **Dollar amount:** The dollar amount of the suspected error.
- **Description of problem:** If you think there is an error on your billing statement, 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* at the above address or through the App. You may call us, 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 Letter

When we receive your letter, we must do two things:

1. 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.
2. 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 reduce your Spending Limit by the disputed amount.

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 do not believe there was a mistake:** You will have to pay the amount in question, along with applicable 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 of 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 Purchases

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 of 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 credit card for the purchase. Purchases made with cash advances from an ATM or with a check that accesses your credit 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* at the address above or through the App.

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.

11. Arbitration Agreement

- a. **How to Reject Arbitration.** You can reject this Arbitration Agreement by providing us a written rejection to support@cloaked.app. You must send us this written rejection within forty-five (45) days of opening your Account. The written rejection must clearly state that you are rejecting the Arbitration Agreement and it should include your name, physical address and email address associated with your Account, and Account number. This is the sole method for rejecting the Arbitration Agreement. If your written rejection meets these requirements, the Arbitration Agreement will not apply to you except for any Claims pending when you send your written rejection.
- b. **Arbitration of Claims.** Arbitration is often used to resolve Claims more efficiently than a trial, particularly where the amount of the Claims is small. This section constitutes your agreement to arbitrate ("**Arbitration Agreement**") all claims, disputes, or controversies, including initial claims, counter-claims, cross-claims, and third-party claims, arising under or in connection with (i) this Agreement (including the validity, enforceability, interpretation, scope, or application of this Agreement or the Arbitration Agreement along with any renewals, extensions, addendums, or modifications), your Account, or your relationship with us; (ii) the servicing of your Account by our Servicer or other third-party service providers; (iii) the marketing or other statements related to your Account or this Agreement; (iv) your application for, or the approval or establishment of your Account; and (v) any other agreement related to your Account or related service (collectively, a "**Claims**"). Except as stated below, all Claims are subject to arbitration, no matter what legal theory they are based on (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity) or what remedies they seek (damages or injunctive or declaratory relief). Arbitration applies to any and all such Claims, whether pre-existing, currently existing, or those that arise in the future. This includes Claims made by us against you, by you or anyone connected to you against us, our Servicer, parties with whom we contract to offer the Card services, or any of our subsidiaries, affiliates, agents, employees, predecessors, successors, or assignees (collectively, for purposes of this Arbitration Agreement only, "**we**," "**us**," or "**our**").

- c. **Trial Waiver and Class Action and Class Arbitration Waiver.** YOU ARE WAIVING THE RIGHT TO LITIGATE A CLAIM IN COURT AND TO HAVE A JURY TRIAL ON ANY CLAIM. ANY ARBITRATION UNDER THIS AGREEMENT WILL ONLY BE ON AN INDIVIDUAL BASIS. CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, AND CONSOLIDATIONS WITH OTHER ARBITRATIONS ARE NOT PERMITTED. AN ARBITRATOR CAN AWARD RELIEF ONLY ON AN INDIVIDUAL BASIS. YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR AS A PRIVATE ATTORNEY GENERAL RELATING TO ANY CLAIM AGAINST US RELATED TO THIS AGREEMENT.
- d. **Procedure.** All Claims will be decided finally and exclusively by binding individual arbitration with a single arbitrator administered by the American Arbitration Association (“AAA”) according to this provision and the AAA rules and procedures, including Consumer Arbitration Rules (collectively, the “AAA Rules”), which may limit the discovery available to you or to us. You can obtain copies of the AAA Rules and forms by contacting AAA at 1-800-778-7879 or www.adr.org. The party who wants to arbitrate must notify the other party in writing. We will send notice to your last address on file. You must send notice to 1075 Westford St #305, Lowell, MA 01851. A single arbitrator will resolve the Claims. The arbitrator must be a member of the state bar where the arbitration is held and with expertise in the substantive laws applicable to the Claim. Unless the parties to the arbitration agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances, or via videoconference if permitted by law. If your Claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely based on documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your Claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. No matter how the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based. The arbitrator will apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1-16 (“FAA”) and applicable statutes of limitations and will honor claims of privilege recognized at law. All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.
- e. **Arbitration Costs.** We will pay the initial filing fee to commence arbitration. All other arbitration fees will be allocated in accordance with the applicable AAA Rules. If we prevail, we will not recover our arbitration fees unless the arbitrator decides your Claim was frivolous. Each party is responsible for its own attorney’s fees, expert fees, and any other expenses, unless the arbitrator awards such fees or expenses to the other party based on applicable law.
- f. **Arbitration Award and Appeal.** The arbitrator’s award will be binding on the parties and may be entered as a judgment in any court of competent jurisdiction, unless a party exercises any right of appeal provided by the FAA. While an arbitrator may award declaratory or injunctive relief, the arbitrator may do so only for the individual party seeking relief and only as needed to provide relief warranted by the individual party’s Claims. The arbitrator’s decision and judgment criteria will not have a precedential or collateral estoppel effect on Claims asserted by any individual or entity who was not party to the arbitration.
- g. **Severability.** If any provision of this Arbitration Agreement is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced (but in no case will there be a class or representative arbitration). If a court or arbitrator decides that this Arbitration Agreement cannot be enforced as to a particular Claim for relief, then that Claim (and only that Claim) must be severed from the arbitration and may be brought in court.
- h. **Exceptions.** Individual Claims filed in small claims court are not subject to this Arbitration Agreement if the Claim remains in small claims court. Further, while the arbitrator alone will have the authority to interpret the scope and enforceability of this Arbitration Agreement, any Claim concerning the scope or enforceability of the prohibition on class, collective, or representative Claims, or Claims in arbitration for public injunctive relief, will be resolved by the state and federal courts in Connecticut in accordance with Connecticut law.
- i. **Survival.** The Arbitration Agreement will survive repayment of all amounts owed to us; the closing, termination, canceling, or suspension of your Account; the sale of your Account or amounts owed on your

Account to another person or entity; and any bankruptcy by you to the extent allowed by applicable bankruptcy law.

12. Limitation of Liability

You agree that we, our service providers (including the Bank and Cloaked Pay, LLC, or Creditors), agents, officers, directors, and employees (and the same of our service providers, subsidiaries and affiliates themselves) (collectively, the "Indemnified Parties") will not be liable for anything that we do when following your instructions. In addition, the Indemnified Parties will not be liable if any such Indemnified Party does not follow your instructions if we reasonably believe that your instructions are not permitted under applicable law or would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices. To the extent you are entitled to relief under this Agreement, the total liability of the Indemnified Parties to you will not exceed \$500, except pursuant to Section 5(i) and Section 10 or as otherwise required by applicable law. THE INDEMNIFIED PARTIES WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF WE FAIL TO STOP PAYMENT ON AN ITEM, OR PAY AN ITEM BEARING AN UNAUTHORIZED SIGNATURE, FORGED SIGNATURE, OR FORGED ENDORSEMENT OR ALTERATION, OUR LIABILITY, IF ANY, WILL BE LIMITED TO THE FACE AMOUNT OF THE ITEM. This section will survive termination of your Account and termination of this Agreement.

13. No Warranties

THE USE OF "CLOAKED" IN THIS SECTION AND THE LIMITATION OF LIABILITY SECTION MEANS CLOAKED, ITS PROCESSORS, ITS SUPPLIERS, BANK, CREDITORS, AND OTHER PARTNERS, AND ITS LICENSORS (AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES).

THE SERVICES ARE PROVIDED "AS IS" WITHOUT REPRESENTATION OR WARRANTY, WHETHER IT IS EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, CLOAKED SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

CLOAKED DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES ARE ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, ERROR-FREE, WITHOUT DEFECT OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS; OR THAT THE SERVICES WILL BE COMPATIBLE WITH YOUR DEVICE OR CARRIER.

Cloaked does not warrant, endorse, guarantee, or assume responsibility for any product or services advertised or offered by a third party. Cloaked does not have control of, or liability for, goods or services that are paid for using the Services.

Any third-party software, hardware and other products or services included, sold or purchased through or in connection with the Services are provided solely according to the warranty and other terms specified by the manufacturer, merchant or provider, who is solely responsible for service and support for its product. For service, support, or warranty assistance, you should contact the third-party product provider directly. CLOAKED MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH THIRD-PARTY PRODUCTS, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

Cloaked shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

14. Indemnification

You agree to indemnify and hold the Indemnified Parties harmless from and against losses arising in connection with the services provided under this Agreement, except for losses arising out of our own gross negligence or willful misconduct. You further agree to hold the Indemnified Parties harmless from losses arising out of actions taken or omitted in good faith by any Indemnified Party in reliance upon instructions from you. The Indemnified Parties are not responsible for any actions or omissions by any third party. If you give us instructions that we believe may expose us to potential liability or are in violation of applicable law, in our sole discretion, we may refuse to follow your instructions and we will not be liable to you if we refuse to follow your instructions. If we do choose to follow your instructions, we may ask you for certain protections such as a surety bond or an indemnity agreement in a form that is satisfactory to us. This section will survive termination of your Account and termination of this Agreement.