

QWIL CARD PROGRAM AGREEMENT

Last Updated: December 21, 2018

This Qwil Card Program Agreement (this “Agreement”) represents an agreement between you and Sutton Bank, member FDIC (the “Bank”), and contains the terms and conditions governing the Qwil Program (the “Program”), including the Qwil MasterCard Prepaid Card (the “Card”). “Qwil” means Qwil PBC, a Delaware public benefits corporation that sponsors the Program and operates a website that allows you to receive onto a Card the proceeds from the sale of your 1099 Compensation to Qwil. “Company” means a business for which you perform services as a contractor, and not as an employee, and you receive 1099 Compensation. “1099 Compensation” means the compensation you are entitled to receive from a Company for your performance of services to Company as a contractor, and not as an employee. “Card Account” means the records we maintain for each Card to account for the value of claims associated with such Card. “Contractor Products and Services Agreement” means the separate agreement between you and Qwil that documents your agreement with Qwil for the sale of your 1099 Compensation to Qwil. “You” and “you” mean the contractor entity that has qualified for and established a Card Account (see Qualifying For and Establishing Card Accounts in Section 1). “We,” “us,” and “our” mean the Bank and its successors, affiliates, and assignees.

IMPORTANT: THIS AGREEMENT INCLUDES, AMONG OTHER THINGS, RESOLUTION OF DISPUTE BY ARBITRATION INSTEAD OF COURT AND A CLASS ACTION WAIVER.

YOU CANNOT USE YOUR CARD TO PERFORM TRANSACTIONS UNTIL YOU HAVE ACTIVATED YOUR CARD AND SELECTED A PERSONAL IDENTIFICATION NUMBER (“PIN”) PURSUANT TO THIS AGREEMENT. BY ACTIVATING YOUR CARD OR PARTICIPATING IN THE PROGRAM IN ANY WAY, YOU REPRESENT THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND OUR PRIVACY POLICY. PLEASE VISIT WWW.QWIL.CO (THE “WEBSITE”) TO VIEW, PRINT, AND SAVE THIS AGREEMENT AND OUR PRIVACY POLICY.

IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING AN ACCOUNT

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY, AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN A CARD ACCOUNT, WE WILL ASK FOR YOUR NAME, ADDRESS, DATE OF BIRTH, AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK TO SEE A COPY OF YOUR DRIVER’S LICENSE OR OTHER IDENTIFICATION DOCUMENTS.

CONSENT TO USE ELECTRONIC SIGNATURES AND COMMUNICATIONS

Your Consent. To the extent permitted by applicable law, you consent to use electronic signatures and to electronically receive all records, notices, statements, communications, and other items for all services provided to you under this Agreement and in connection with the Card Account and your relationship with us (collectively, “Communications”) that we may otherwise be required to send or provide you in paper form (e.g., by mail). By accepting and agreeing to this Agreement electronically, you represent that: (1) you have read and understand this consent to use electronic signatures and to receive Communications electronically; (2) you satisfy the minimum hardware and software requirements specified below; and (3) your consent will remain in effect until you withdraw your consent as specified below. Your consent to receive notices and communications in electronic form does not mean we will only communicate with you electronically. We

reserve the right to use all lawful methods of communication and provide legal notices and other communications and documents in paper form from time to time when legally required to do so or when we in our sole discretion elect to do so. You are solely responsible for ensuring any mailing address we have on file for you is current. Your consent to receive electronic communications and transactions includes, but is not limited to: (1) all legal and regulatory disclosures and communications associated with the product or service available through the Website for your Account; (2) account statements and notices or disclosures about a change in the terms of your Account or responses to claims; (3) transaction receipts or confirmations; (4) suspension of account privileges communications; (5) account cancellation notices; (6) billing inquiry communications; (7) privacy policies and notices; and (8) other disclosures and communications regarding the services that we now or later are required to provide to you “in writing”. As used in this E-Communications Disclosure, the word “provide” means provide, send, post or deliver and all variants of such words.

Method of Providing Communications to You in Electronic Form. All communications that we provide to you in electronic form will be provided either (1) via e-mail, (2) by access to the web site that we will designate in an e-mail notice we send to you at the time the information is available, (3) by access through the App, or (4) to the extent permissible by law, by access to a Website that we will generally designate in advance for such purpose.

Your Right to Withdraw Your Consent. Your consent to receive Communications electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further Communications electronically at any time by contacting us at (650) 437-6883. If you withdraw your consent to receive Communications electronically, we reserve the right to close your Card Account and return your remaining Card Account balance as set forth in this Agreement (in which case you will no longer be able to use your Card or participate in the Program, except as expressly provided in this Agreement) or charge you a fee for paper copies of Communications. Any withdrawal of your consent to receive Communications electronically will be effective only after we have a reasonable period of time to process your withdrawal. Please note that your withdrawal of consent to receive Communications electronically will not apply to Communications electronically provided by us to you before the withdrawal of your consent becomes effective.

You Must Keep Your Contact Information Current With Us. **It is your responsibility to keep your primary e-mail address up to date.** In order to ensure that we are able to provide Communications to you electronically, you must notify us of any change in your e-mail address and your mobile device number or other text message address by updating your profile on the Website or by calling Customer Service at (650) 437-6883. You understand and agree that if we send you an electronic Communication but you do not receive it because your primary e-mail address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, we will be deemed to have provided the Communication to you.

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

Copies of Communications. You agree to print, download, and save and/or electronically store a copy of all Communications that we send to you electronically and retain a copy of this E-communications Disclosure as Communications may not be accessible online at a later date. You also agree to print or download and retain a copy of any other document pertaining to the Qwil program to which you electronically consent. You also agree to print or download and retain copies of all account communications from us.

Hardware and Software Requirements. In order to access and retain Communications provided to you electronically, you must have: (1) a valid e-mail address; (2) a computer or other mobile device (such as tablet or smart phone) that operates on a platform like Windows or a Mac environment; (3) a connection to the

Internet; (4) a Current Version of [Internet Explorer 8 (or higher), Mozilla Firefox 7.0, Safari 5, or Chrome 15]; (5) a Current Version of a program that accurately reads and displays PDF files, such as Adobe Acrobat Reader version 7 or higher; (6) a computer or device and an operating system capable of supporting all of the above; and (7) a printer to print out and save Communications in paper form or electronic storage to retain Communications in an electronic form. “Current Version” means a version of the software that is currently being supported by its publisher.

We will notify you if there are any material changes to the hardware or software needed to receive electronic Communications from us. By giving your consent you are confirming that you have access to the necessary equipment and are able to receive, open, and print or download a copy of any Communications for your records.

Changes. We reserve the right, in our sole discretion, to communicate with you in paper form. In addition, we reserve the right, in our sole discretion, to discontinue the provision of electronic Communications or to terminate or change the terms and conditions on which we provide electronic Communications. Except as otherwise required by applicable law, we will notify you of any such termination or change by updating this Agreement on the Website or delivering notice of such termination or change electronically. We will also indicate that changes to these terms have been made by updating the date indicated after “Last Modified” at the beginning of this E-Communications Disclosure. Any changes to these terms will only affect your and our respective rights and obligations from the effective date of the change(s) and thereafter until any subsequent change is made. If you do not agree with the changed or current terms, you must withdraw your consent to this E-Communications Disclosure in the manner set forth above.

- Qualifying for and Establishing Card Accounts.
 - Eligibility
 - In order to establish a Card Account, an Account Owner must:
 - (i) Have previously agreed to Qwil’s Contractor Products and Services Agreement, which agreement must remain in effect and not be terminated or expired;
 - (ii) authorize Qwil to disburse the proceeds from the sale of your right to receive your 1099 Compensation to a Card;
 - (iii) accept and agree to this Agreement, as may be amended from time to time as set forth on the Website in accordance with applicable law;
 - (iv) Accept the Bank Privacy Policy, which is incorporated by reference into this Agreement, and;
 - Your Representation and Warranties
 - By requesting, activating or using a Card or by retaining, using or authorizing the use of the Card, you represent and warrant to us that:
 - (i) You have received a copy of this Agreement and agree to be bound by and to comply with them and understand that they are subject to change in accordance

with applicable law;

(ii) You are duly organized, validly existing and in good standing under the laws of the state in the United States of its formation;

(iii) You have all necessary organizational power and authority to establish your Card Account, enter into these Terms, and to perform all of the obligations to be performed by it under these Terms;

(iv) the personal and business information that you provide to us in connection with your Card Account is true, correct and complete;

- Registering for the Program. In order to participate in the Program, you must (a) have satisfied all of the eligibility requirements (see Qualifying For and Establishing Card Accounts in Section 1), (b) register with us on the Website, or our mobile application for the Program (the “App”); (c) be a U.S. citizen (or a legal resident with a U.S. tax ID number) of at least 18 years of age (or older if residing in a state where the majority age is older); and (d) provide all requested information, such as your name, date of birth, address, email address, social security number, user name and password, and such other information as we may request from time to time (collectively, “User Information”). You represent and warrant that all information, including User Information, you provide us from time to time is truthful, accurate, current, and complete. You agree to promptly notify us of changes to any User Information. If we approve your registration for a Card Account, we will mail you a Card.
- Card. The Card is issued by the Bank. The Card is not a credit card. The Card is not a gift card, nor is it intended for gifting purposes. The Card remains the property of the Bank and must be returned upon our request. To the extent permitted by applicable law, we may cancel, repossess, or revoke the Card at any time without prior notice. The Card cannot be redeemed for cash. The Card is not for resale and may not be transferred or assigned.
- Card Account. You acknowledge and agree that the value available in your Card Account is limited to the funds that have been added to your Card Account. Subject to applicable law, the funds associated with your Card Account are insured by the Federal Deposit Insurance Corporation (“FDIC”) for up to the maximum amount as published by the FDIC once your card has been registered with us. You will not receive any interest on the funds in your Card Account.
- Activating Your Card. You must activate your Card before it can be used. You may activate your Card on the Website, through the App, or by calling (650) 437-6883. In order to activate your Card, you will need to provide certain User Information so we can verify your identity and then select a PIN. By activating your Card, you represent and warrant to us that: (a) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (b) you are a U.S. citizen or legal alien residing in the United States; (c) the User Information is truthful, accurate, current, and complete; (d) you received a copy of this Agreement and our Privacy Policy and agree to be bound by and to comply with their terms; and (e) you accept your Card.
- Fees. The fee schedule located at the end of this Agreement lists the fees applicable to the Program. In some cases, the actual fee charged may be lower than the fee stated in the fee

schedule. If you believe a fee was charged in error, contact Customer Service.

- Except as otherwise provided in this Agreement, all fees are deducted from your Card Account balance.
- Card and PIN Security. When selecting a PIN, do not use numbers or words that appear in your wallet (e.g., your date of birth, address, or social security number). Memorize your PIN and do not share it with anyone. Do not write your PIN on your Card or keep it in the same location as your Card. You should treat your Card with the same care as you would treat cash. Always protect your Card and keep it in a safe place. Do not send your Card number in an e-mail or text message. Make sure your Card information is secured with encryption when you use your Card to perform transactions over the Internet or wireless networks.
- Lost or Stolen Card or Compromised PIN. Contact Customer Service immediately if you believe: (a) your Card has been lost or stolen, (b) someone has gained unauthorized access to your PIN, or (c) someone has transferred or may transfer funds from your Card Account without your permission. **Contacting Customer Service by telephone at (650) 437-6883 is the best way to minimize your possible losses.**
- Authorized Users. You are responsible for all authorized transactions initiated and fees incurred by use of your Card and Card Account. If you permit another person to have access to your Card or Card number, we will treat this as if you have authorized such person to use the Card, and you will be liable for all transactions and fees incurred by such person, even if they exceed the authorization granted. Transactions will be considered unauthorized only after you notify us that the person is no longer authorized to use the Card. You are wholly responsible for the use of your Card according to the terms and conditions of this Agreement.
- Using Your Card. You may use your Card to make purchases at any merchant that accepts MasterCard debit cards or debit cards of other networks in which the Bank participates, subject to your available Card Account balance, the transaction limits described below, and the other terms and conditions of this Agreement. If you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used your Card itself. Each time you use your Card, you authorize us to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the amount of available funds in your Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the amount of available funds in your Card Account, you will be fully liable to us for the full amount of the transaction and any applicable fees. You may not use your Card for online gambling or illegal transactions. We may temporarily “freeze” your Card Account and attempt to contact you if we notice transactions that are unusual or appear suspicious.
- Merchant Holds on Available Funds. When you use your Card or Card number to initiate a transaction at certain merchant locations, such as hotels, restaurants, gas stations, and rental car companies, where the final purchase amount is unknown at the time of authorization, a hold may be placed on the available funds in your Card Account for an amount equal to or in excess of the final transaction amount. The funds subject to the hold will not be available to you for any other purpose until the merchant sends us the final transaction amount. Once we receive the final transaction amount, it may

take up to seven days for the hold to be removed. During that period, you will not have access to the funds subject to the hold. Please be advised that you may experience difficulties using your Card at unattended vending machines, kiosks, and gas station pumps. If your Card is declined at a “pay at the pump” gas station even though you have sufficient funds available, you should pay for your purchase inside with the cashier.

- Cash Access. With your PIN, you may use your Card to obtain cash at automated teller machines (“ATMs”) that display the MasterCard marks or at any point-of-sale device that bears the MasterCard marks as permitted by the merchant and subject to your available Card Account balance, the transaction limits described below, and the other terms and conditions of this Agreement. For security purposes, we may, in our sole discretion, limit your use of your Card at ATMs. In addition, ATM owners and operators may impose additional limits and surcharges on ATM transactions.
- Adding Funds to Your Card. Subject to the limitations set forth in this Agreement, the only funds that may be added to your Card are described below. You may not add funds to your Card Account from any other source, including credit cards, debit cards, bank accounts, cash or by sending personal checks, cashier’s checks, retailer load networks (e.g. GreenDot, MoneyGram, Western Union, etc.), or money orders to the Bank. The Bank will return all checks and money orders unless your Card Account has a negative balance, in which case the Bank may, in its sole discretion, apply the proceeds of the check or money order towards the negative balance of your Card Account.
- Proceeds from Sale of 1099 Compensation. You may arrange to receive the proceeds from your sale to Qwil of your right to receive your 1099 Compensation under your Agreement by following the directions on the Website or the App. Amounts added to your Card Account from your sale to Qwil of your right to receive your 1099 Compensation will be available for transactions generally on the same day that Qwil advises us that Qwil has purchased your right to receive your 1099 Compensation. You may not add funds to your Card Account from the sale of any other asset you own.
- Contractor Products and Service Agreement. The Card and the funds loaded to your Card are made available to you at the request of the Qwil. The terms of your Agreement, and any payments you make to Qwil for its services, or payment Qwil makes to you for the purchase of your right to receive your 1099 Compensation, including the correct amount of funds loaded to your Card, are matters between you and Qwil. We have no responsibility for resolving such disputes.
- Transaction Limits. The maximum value of your Card Account at any time is \$10,000. The maximum amount that can be added to your Card Account per day is \$10,000. The maximum amount that can be spent using your Card Account per day is \$10,000. The maximum amount that can be spend per transaction is \$2,500. The maximum amount that can be spent using your Card Account in a 30-days period is \$100,000. The maximum amount that can be withdrawn from your card per day is \$200. The maximum cashback you may withdraw per day is \$200. In order to protect your Card Account, we may temporarily impose limits on the dollar amount, number, and type of transactions performed using your Card and your Card Account. To the extent permitted by applicable law, we reserve the right to: (a) change the transaction limits; (b) limit, block, or place a hold on certain types of transfers or transactions; and (c) limit, suspend,

or block transfers from particular persons, entities, or Card Accounts.

- Card Account Balance. It is important to know the amount of available funds in your Card Account before performing a transaction. You can obtain information about the current available balance in your Card Account by calling (650) 437-6883 or accessing your Card Account online at the Website . Each time you initiate a Card transaction, you authorize us to reduce the funds available in your Card Account by the amount of the transaction and all associated transaction fees. You will not be assessed a fee to check your balance using our automated telephone system. If you do not have sufficient available funds in your Card Account to cover the transaction amount, the transaction will be declined. You acknowledge and agree that the funds available to perform transactions are limited to the funds that have been added to your Card Account that are not subject to a hold. You are not authorized to use funds added to your Card Account in error. Any transaction that could create a negative balance for your Card Account is not permitted, but may occur in limited circumstances. Adjustments may be made to your Card Account to reverse an error, reflect a merchant adjustment, or resolve a dispute regarding a transaction posted to your Card Account. These processing and adjustment entries could cause your Card Account to have a negative balance. If your Card Account has a negative balance, you agree: (a) that we may automatically apply any subsequent deposits to your Card Account to satisfy the negative balance and (b) to pay us on demand by a personal check, money order, or other payment method authorized by us for the amount of the negative balance. If no future funds are added to your Card Account, we may send you a notice explaining the reason for the adjustment and requesting payment by a personal check, money order, or other payment method to satisfy the negative balance. Payments should be mailed to us at the address provided below or the address stated in the applicable notice.
- Transaction History. You may obtain information about the available funds in your Card Account and a 60-day history of your Card Account transactions on the Website or the App or by calling Customer Service. You will not receive paper statements for your Card Account.
- Account Alerts. If you provide your email address to us, we will send you important notices via email about your Card Account. In addition, if you provide your mobile phone number or other text message address to us, you expressly consent to receive text messages relating to your Card Account at that number or address. Third-party data and message fees may apply.
- Verified Mobile Device. In order to use the App and other Program services with your mobile device, you must provide a valid mobile device number or text message address on the Website or App and verify such number or text message address as instructed by us. To verify your mobile device number or text message address, we may send you a code via text message to the mobile device number or text message address you provide, and you must enter that code as instructed by us. If you change your mobile device number or text message address, you must promptly provide and verify your new mobile device number or text message address.
- Preauthorized Transfers. Except as otherwise provided in this Agreement, you may use your Card to make regular, preauthorized payments to merchants. If a preauthorized payment will vary in amount from the previous payment under the same authorization or from the preauthorized amount, the merchant should tell you at least ten days before such payment

when the payment will be made and how much it will be. You may choose instead to get this notice from the merchant only when the payment would differ by more than a certain amount from the previous payment or when the amount would fall outside certain limits that you set by notifying the merchant. If you have authorized us in advance to make regular payments with your Card Account, you can stop these payments by calling Customer Service at least three business days or more before the applicable payment is scheduled to be made. If we do not receive your request at least three business days before the scheduled payment date, we may attempt, in our sole discretion, to stop the payment. However, we assume no responsibility for our failure or refusal to do so, even if we accept your stop payment request. If you call us, we may also require you to put your request in writing and provide it to us within 14 days after you call. If we do not receive the written request within 14 days, we may honor subsequent debits to your Card Account. For individual payments, please specify the exact amount (dollars and cents) of the payment you want to stop, the scheduled date of the payment, and the identity of the payee. Unless you tell us that all future payments to a specific recipient are to be stopped, we may treat your stop-payment order as a request concerning the one payment only. If you order us to stop one of these payments at least three business days before the payment is scheduled and we do not do so, we will be liable for your losses or damages related thereto.

- Transactions in Foreign Currencies. If you withdraw funds or make a purchase using your Card in a currency other than in U.S. dollars, the amount deducted from the available funds in your Card Account will be converted by MasterCard into U.S. dollars. The applicable exchange rate will be selected by MasterCard from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate MasterCard itself receives or the government-mandated rate. The exchange rate used on the central processing date may be different than the rate that was in effect on the date you performed the transaction. For each foreign currency transaction, the Bank may assess a foreign currency conversion fee and will retain this amount as compensation for its services. Please refer to the fee schedule below for the current foreign currency transaction fee.
- Receipts. You should get a receipt for each Card transaction. You agree to retain, verify, and reconcile your Card transactions and receipts.
- Refunds. You will not receive cash refunds for Card transactions. If a merchant gives you a credit for merchandise returns or adjustments, the merchant may do so by processing a credit adjustment, which we will credit to the available funds in your Card Account. We are not responsible for the delivery, quality, safety, legality, or any other aspects of goods or services that you purchase with your Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were purchased.
- Privacy Policy. Your privacy is very important to us. We may disclose information to third parties about you, your Card and Card Account, and transactions related thereto: (a) as necessary to effect, administer, or enforce a transaction requested or authorized by you; (b) with your consent; (c) to protect against or prevent actual or potential fraud, unauthorized transactions, or other liability; (d) to comply with government agency or court orders; (e) as permitted and required by applicable law; and (f) as otherwise provided in our Privacy Policy. You understand that by participating in the Program, you consent to the collection, use, and disclosure of your information as set forth in this Agreement and our Privacy Policy

available on the Website.

- Replacement Cards. The expiration date of your Card is identified on the front of the Card. If there is a positive balance of funds in your Card Account upon expiration of your Card and your Card Account is in good standing, we may issue you a new Card. We may also issue you a new Card when your Card expires even if you have no funds in your Card Account. If you need to replace your Card for any reason, please contact Customer Service. You will need to provide certain User Information so we can verify your identity.
- Our Liability to You. If we do not complete an electronic fund transfer to or from your Card Account on time or in the correct amount according to this Agreement, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable if: (a) through no fault of ours, you do not have enough available funds in your Card Account to perform the transaction; (b) circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, or natural disaster) prevent or delay the transfer despite reasonable precautions taken by us; (c) the system, ATM, or point-of-sale terminal was not working properly and you knew about the problem when you initiated the transaction; (d) the funds in your Card Account are subject to legal process or are otherwise not available for transactions; (e) the merchant refuses to accept your Card; (f) if access to your Card has been blocked after you reported your Card lost or stolen; (g) if we have reason to believe the transaction is unauthorized; (h) the transaction cannot be completed because your Card is damaged; or (i) any other exception stated in this Agreement.
- Errors or Questions About Your Card Account Transactions. Contact Customer Service at the number or address provided below AS SOON AS you can if you think an error has occurred involving your Card Account. We must hear from you no later than 60 days after the earlier of the date you electronically access your Card Account, if the error could be viewed in your electronic transaction history, or the date we sent the FIRST written transaction history on which the error appeared. When you notify us about an error involving your Card Account, you will need to tell us: (a) your name and Card number; (b) why you believe there is an error and the dollar amount involved; and (c) approximately when the error took place. If you tell us orally, we will mail you a form to complete and return. You must return the form or your own letter outlining the details of the error to Customer Service at the address provided below within ten business days of your oral notification. We will determine whether an error occurred within ten business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate the complaint or question. If we decide to do this, we will credit your Card Account within ten business days for the amount you think is in error, so that you will have the use of the funds credited to your Card Account during the time it takes us to complete our investigation. If we ask you put your complaint in writing and we do not receive it within ten business days, we may not credit your Card Account. For errors involving new Card Accounts or debit point-of-sale transactions, we may take up to 90 days to investigate a complaint or question. For new Card Accounts, we may take up to twenty business days to credit your Card Account for the amount you think is an error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error resolution process, contact Customer Service.

- **Your Liability for Unauthorized Transactions.** Tell us AT ONCE if you believe your Card has been lost or stolen or your PIN has been compromised or you believe a transaction has been made without your permission using information from your Card Account, or you could lose all the money in your Card Account. Contact Customer Service immediately at the number or address provided below to keep possible losses to a minimum. Contacting Customer Service by telephone at (650) 437-6883 is the best way to minimize possible losses.
- **Transaction Routed Through the MasterCard System. Zero Liability Protection.** Under MasterCard rules, your liability for unauthorized purchases using your Card Account that take place on the MasterCard system without a PIN is \$0.00 if: (a) your Card Account is in good standing; (b) you have exercised reasonable care in safeguarding your Card Account from unauthorized use (i.e., you did not provide, directly, by implication, or otherwise, the right to use your Card Account and you received no benefit from the “unauthorized” purchase); and (c) you have not reported two or more unauthorized events in the past 12 months.

Transaction Not Routed Through the MasterCard System. Unauthorized transactions that are not routed through MasterCard are not protected by the MasterCard Zero Liability Protection policy. These types of transactions include (i) ATM transactions, and (ii) point of sale, PIN, PINless, automated clearing house, or other debit transactions not processed by MasterCard. If you tell us within two business days after you learn of any unauthorized transactions, you will lose no more than \$50 if someone accessed your Card Account without your permission. If you do NOT tell us within two business days after you learn of an unauthorized transaction, and we can prove we could have stopped someone from accessing your Card Account without your permission if you had told us, you could lose as much as \$500. Also, if your Card Account transaction history or other information shows transfers that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the information is made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip, a hospital stay, or other extenuating circumstances) kept you from telling us, we will extend the times specified above to a reasonable period. You agree to cooperate reasonably with us in our attempts to recover funds from, and to assist in the prosecution of, any unauthorized users of your Card Account.

- **Unclaimed Property.** If your Card Account becomes inactive (e.g., if you do not use the funds in your Card Account or access your Card Account for a certain period of time), applicable law may require us to report the funds in your Card Account as unclaimed property. If this occurs, we may try to locate you at the address shown in our records. If we are unable to locate you, we may be required to deliver any funds in your Card Account to the applicable state as unclaimed property. The specified period of time to report and send funds in an inactive Card Account to a state varies by state, but usually ranges between two and five years.
- **Assignment.** To the extent permitted by applicable law, we may assign this Agreement without obtaining your consent. You may not assign or transfer your Card, your Card Account, or this Agreement without our prior written consent.
- **Severability and Waiver.** If any provision of this Agreement is held to be invalid or

unenforceable, such provision will be deemed to be modified to the minimum extent necessary to make it valid and enforceable and the rest of this Agreement will not be affected. We do not waive our rights by delaying or failing to exercise them at any time.

- Amendment. We may at any time add to, delete or change the terms of this Agreement by sending you a notice of such changes as required by applicable law. We will give you notice at least twenty-one (21) days before the effective date of any change if the change would result in: (i) increased fees you would be required to pay; (ii) increased liability for you; (iii) fewer types of available electronic fund transfers; or (iv) stricter limitations on the frequency or dollar amount of transfers. Advance notice may not be given, however, if we need to make the change immediately in order to maintain or restore the security of your Card or Card Account or any related payment system. If any such change becomes permanent and disclosure to you of the change would not jeopardize the security of the Card Account or any related payment system, we will provide notice to you within thirty (30) days after making the change.
- Entire Agreement. This Agreement constitutes the entire and sole agreement between you and us with respect to the Program and supersedes all prior understandings, arrangements, or agreements, whether written or oral, regarding the Program.
- Website Availability. Although considerable effort is expended to make the Website and other means of communications and access available around the clock, we do not warrant that these forms of access will be available and error free at all times. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts. We shall not be responsible to you for any loss or damages suffered by you as a result of the failure of systems and software used by you to interface with our systems or systems and software utilized by you to initiate or process banking transactions, whether such transactions are initiated or processed directly with our systems or through a third party service provider. You acknowledge that you are solely responsible for the adequacy of systems and software utilized by you to process banking transactions and the ability of such systems and software to do so accurately.
- Cancellation and Suspension. To the extent permitted by applicable law, we may cancel or suspend your Card, your Card Account, or this Agreement immediately, for any reason, and without notice to you. You may cancel your Card, your Card Account, or this Agreement at any time by notifying Customer Service at the number or address provided below. Cancellation or suspension of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to such cancellation or suspension. In the event that your Card Account is cancelled, closed, or terminated for any reason, you may request the unused balance to be returned to you via a check to the mailing address we have in our records. The Bank reserves the right to refuse to return the unused balance if it is less than \$1.00.
- Business Days. Our business days are Monday through Friday, excluding federal holidays.
- Governing Law. This Agreement will be governed by and construed in accordance with the laws of the

State of Ohio, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction.

- Indemnification. At our request, you agree to defend, indemnify, and hold harmless us and our parents, subsidiaries, and other affiliated companies, and our and their employees, contractors, officers, and directors against any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) that arise from your violation of this Agreement, applicable law, or any third-party rights or your fraud or willful misconduct. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will cooperate in asserting any available defenses.
- LIMITATION OF LIABILITY. Except as otherwise expressly provided in this Agreement or as otherwise required by applicable law, we, our affiliates, and the parties with whom we contract in order to offer the Cards, the Card Accounts, and related services are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to the Cards, the Card Accounts, any products or services purchased using Card Accounts, or this Agreement (as well as any related or prior agreement that you may have had with us).
- DISPUTE RESOLUTION BY BINDING ARBITRATION; JURY TRIAL WAIVER; CLASS ACTION WAIVER. For any and all controversies, disputes, demands, claims, or causes of action between you and us (including the interpretation and scope of this Section and the arbitrability of the controversy, dispute, demand, claim, or cause of action) relating to the Cards, the Card Accounts, or this Agreement (as well as any related or prior agreement that you may have had with us), you and we agree to resolve any such controversy, dispute, demand, claim, or cause of action exclusively through binding and confidential arbitration. The arbitration will take place in the federal judicial district of your residence. As used in this Section, "we" and "us" mean the Bank and its subsidiaries, affiliates, predecessors, successors, and assigns and all of its and their respective employees, officers, directors, agents, and representatives. In addition, "we" and "us" include any third party providing any product, service, or benefit in connection with the Cards, the Card Accounts, or this Agreement (as well as any related or prior agreement that you may have had with us) if such third party is named as a co-party with us in any controversy, dispute, demand, claim, or cause of action subject to this Section.

Arbitration will be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration will be conducted before one commercial arbitrator from the American Arbitration Association ("AAA") with substantial experience in resolving commercial contract disputes. As modified by this Agreement, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA's Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively, the "Rules and Procedures").

You should review this provision carefully. To the extent permitted by applicable law, you are GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that you file in small claims court in your state or municipality within the jurisdictional limits of the small claims court and as long as such matter is only pending in that court. Additionally, notwithstanding this agreement to arbitrate, either party may seek emergency equitable relief in federal court if it has jurisdiction or, if it does not, in a state court located in the federal judicial district of your

residence in order to maintain the status quo pending arbitration, and each party hereby agrees to submit to the exclusive personal jurisdiction of the courts located within the federal judicial district of your residence for such purpose. A request for interim measures will not be deemed a waiver of the obligation to arbitrate.

Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures may be SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrators' decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

You and we must abide by the following rules: (A) ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (B) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (c) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation, (d) we also reserve the right in our sole and exclusive discretion to assume responsibility for any or all of the costs of the arbitration; (e) the arbitrator will honor claims of privilege and privacy recognized at law; (f) the arbitration will be confidential, and neither you nor we may disclose the existence, content, or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award; (g) subject to Section 40 (Limitation of Liability), the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; and (h) each party will pay its own attorneys' fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys' fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law.

This Section will survive termination of your Card Account or this Agreement as well as any voluntary payment of any debt in full by you or any bankruptcy by you or us. With the exception of subparts (a) and (b) of this Section (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting part was not contained herein. If, however, either subpart (a) or (b) of this Section is found to be invalid, unenforceable, or illegal, then the entirety of this arbitration provision will be null and void, and neither you nor we will be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute will be exclusively brought in federal court if it has jurisdiction or, if it does not, in a state court located in the federal judicial district of your residence.

For more information on the AAA, the Rules and Procedures, or the process for filing an arbitration claim, you may call the AAA at 800-778-7879 or visit the AAA website at <http://www.adr.org>.

- Contact Information for Customer Service. You may contact Customer Service online at www.qwil.co, by phone at (650) 437-6883, or by writing 599 3rd Street, #211 San Francisco, CA 94107.
- Fee Schedule. The following fee schedule lists the fees applicable to the Program. In some cases, the actual fee charged may be lower than the fee stated in the fee schedule.

Service	Fee
Monthly Card Account Maintenance	\$5.00 per Card Account; however, such fee will be waived if Card Account balance is at minimum \$500 per month.
ATM Withdrawal (In-Network)*	\$2.50 per withdrawal
Foreign Transactions	3% of transaction amount

* If you conduct a transaction at an out-of-network ATM, an additional fee called a “surcharge” or “convenience fee” may be charged by the ATM operator and by any network used to complete the transaction. Read the ATM screen message carefully for information related to surcharges before you complete a transaction at an ATM. You will have the option to cancel the transaction and go to another ATM.