

Coign Charitable Donation Terms and Conditions

These Charitable Donation Terms and Conditions (“Terms”) apply to the charitable donation program (“Program”) offered by Zing America, Inc., d/b/a Coign (defined herein as “we,” “us,” “our,” or “Coign”), in connection with your Visa credit card issued by MRV Banks (“Coign Card Account”). You agree that these Terms become effective the first time you use your Coign Card Account and apply to all users of Coign Card Accounts (defined herein as “you,” “your,” or “Cardholders”). You acknowledge and agree that MRV Banks is not responsible for any aspect of the Terms or the Program as more fully described below.

- 1. Program Description.** A key aspect of Coign’s mission is to periodically donate 0.25% (0.0025 basis points) of every transaction from Coign Card Account transactions to non-profits or charitable organizations that have been pre-vetted by Coign and are eligible to receive donations (collectively “Eligible Charities”). It is purely in Coign’s discretion to determine (i) what organizations are Eligible Charities under the Program; and (ii) the amount and/or frequency with which donations will be made; provided, at least one donation will be made by Coign to Eligible Charities per calendar year (“Donation Period”).
- 2. Eligible Charities.** Coign will maintain a list of Eligible Charities that can be viewed on Coign’s website, coign.com. Eligible Charities are chosen at the sole discretion of Coign. Eligible Charities will exclude for-profit organizations or organizations that are under common control or ownership of Coign or any executive officer of Coign.
- 3. Voting.** Coign believes Cardholders should have a say in which Eligible Charities receive donations under the Program. Therefore, prior to making a donation to an Eligible Charity, Coign will provide Cardholders the ability to vote from a posted list of Eligible Charities. Any Cardholder with an open Coign Card Account is eligible to place one vote per Donation Period. The Eligible Charity receiving the most Cardholder votes upon the end of the voting window will receive a donation directly from Coign. Cardholders do not have any recourse if (i) they do not approve of the Eligible Charity list; (ii) they do not vote; or (iii) the Eligible Charity the Cardholder voted for does not receive a donation. Cardholders are under no obligation to cast a vote. If Coign receives no votes from any Cardholder during the voting window, Coign has the sole and exclusive right to donate to any Eligible Charity.
- 4. Communication.** Cardholders will be advised how and when they may vote from time to time.
- 5. Disclaimer.** You agree and acknowledge that MRV Banks is not a provider or participant in the Program, and all information shared with Coign by MRV Banks in connection with the Coign Card Account is subject to MRV Banks’ privacy policy. MRV Banks is not involved in the selection of Eligible Charities and nothing herein entitles a Cardholder to rely on any assumed endorsement or approval by MRV Banks of Eligible Charities. Donations under the Program will come strictly from Coign revenues, and MRV Banks is under no obligation to make a donation to any Eligible Charity. You agree that MRV Banks is not liable to you for any damages whatsoever, including, without limitation, direct, indirect, special, consequential incidental, or punitive damages, or for any other losses or expenses arising in connection with participation in the Program. You agree to release, discharge, and hold MRV Banks harmless from any and all claims, expenses, or

legal fees arising from or related to participation in the Program or any violation of these Terms.

6. ***Changes to the Program and Terms.*** Coign may discontinue, change, modify, or otherwise alter the Terms without prior notice to the Cardholder.
7. ***Release of Liability.*** Neither Coign nor MRV Banks is responsible or liable to any Cardholder for any aspect of the Program.
8. ***Inquiries.*** For any questions regarding the Program, please contact Coign at help@coign.com or 833-690-2471.