

Cardless Terms of Service

This Cardless Terms of Service (these “Terms”) is an agreement between you and Cardless, Inc., a Delaware corporation (“Cardless”, “we”, or “us”), regarding your use of the Cardless website, Cardless mobile application (the “App”), and any other products or services provided by us (each a “Site” and together, the “Sites”), as well as governing how we will communicate with you. Unauthorized use of the Sites, of passwords, or of information on the Sites is prohibited. Use of the Sites may be monitored, recorded, or tracked. You consent to such monitoring, recording, and/or tracking.

By applying for access to, accessing or using the Sites, or by clicking a button or checking a box marked “I Agree” (or something similar), you signify that you have read, understood, and agree to be bound by these Terms and to the collection and use of your information as set forth in the Cardless Privacy Policy [Hyperlink]. We reserve the right to modify these Terms and will provide notice of these changes as described below. These Terms apply to all visitors, users, and others who access the Sites.

PLEASE READ THESE TERMS CAREFULLY TO ENSURE THAT YOU UNDERSTAND EACH PROVISION. THESE TERMS CONTAIN A MANDATORY INDIVIDUAL ARBITRATION AND CLASS ACTION/JURY TRIAL WAIVER PROVISION THAT REQUIRES THE USE OF ARBITRATION ON AN INDIVIDUAL BASIS TO RESOLVE DISPUTES, RATHER THAN JURY TRIALS OR CLASS ACTIONS.

1. Your Account and Use of the Sites

1.1. This is a contract between you and us. You must read and agree to these terms before using the Sites. If you do not agree, you may not use the Sites. You may use the Sites only if you can form a binding contract with us, and only in compliance with these Terms and all applicable local, state, national, and international laws, rules, and regulations. You must be a U.S. citizen or legal permanent resident of the United States of at least eighteen (18) years of age, or the age of majority in your state, whichever is older, to use the Sites, and you must register for an account with us through our App.

1.2. Subject to the terms and conditions of these Terms, you are hereby granted a non-exclusive, limited, non-transferable, freely revocable license to use the Sites for your personal, noncommercial use only and as permitted by the features of the Sites. We reserve all rights not expressly granted herein in the Sites and the Cardless Content (as defined below). We may terminate this license at any time for any reason or no reason.

1.3. Your account on the Sites (your “User Account”) gives you access to the services and functionality that we may establish and maintain from time to time and in our sole discretion. You may never use another person’s User Account without permission. When creating your User Account, you must provide accurate and complete information, and you must keep this information up to date. You are solely responsible for the activity that occurs on your User

Account, and you must keep your User Account password secure and restrict access to your computer or other device from which you access the Sites. We encourage you to use “strong” passwords (passwords that use a combination of upper and lower case letters, numbers and symbols) with your User Account. You must notify us immediately of any breach of security or unauthorized use of your User Account. We will not be liable for any losses caused by any unauthorized use of your User Account.

By providing us your email address you consent to our using the email address to send you Site-related notices, including any notices required by law, in lieu of communication by postal mail. We may also use your email address to send you other messages, such as changes to features of a Site and special offers. Cardless reserves the right to refuse service or access to the Sites, terminate accounts, and remove or edit content in its sole discretion.

1.4. You also agree that you will not engage in any activities on the Sites that are contrary to law or regulation or that violate any of your Cardless agreements (including using or accessing the Sites in a jurisdiction where such access is prohibited by law). You agree that you will not use any device, software, or other technology intended to damage or interfere with the proper functioning of the Sites or to extract or intercept data or other information from the Sites.

1.5. We may, without prior notice, change the Sites; stop providing the Sites or features of the Sites, to you or to any person generally; or create usage limits for the Sites. We may permanently or temporarily terminate or suspend your access to the Sites without notice and liability for any reason, including if in our sole determination you violate any provision of these Terms, or for no reason. Upon termination for any reason or no reason, you continue to be bound by these Terms.

1.6. The Sites are controlled and operated from facilities in the United States. We make no representations that the Sites are appropriate or available for use in other locations. Those who access or use the Sites from other jurisdictions do so at their own volition and are entirely responsible for compliance with all applicable United States and local laws and regulations, including but not limited to export and import regulations. You may not use the Sites if you are a resident of a country embargoed by the United States, or are a foreign person or entity blocked or denied by the United States government. Unless otherwise explicitly stated, all materials found on the Sites are solely directed to individuals, companies, or other entities located in the United States.

2. Site Content and Copyright

The data and other information on the Sites are provided to you for informational purposes only. Cardless does not represent or warrant as to its accuracy or completeness. Some information may not be the most up-to-date information and Cardless does not undertake any obligation or responsibility to update or amend any such information.

The Sites and all materials therein or transferred thereby, including, without limitation, software, images, text, graphics, illustrations, logos, patents, trademarks, service marks, copyrights, photographs, audio, videos, music, and user content (the “Cardless Content”), and all intellectual property rights related thereto, are the exclusive property of Cardless and its licensors (including other users who post user content to the Sites (if permitted by us)). Such works may not be copied, transmitted, displayed, performed, distributed (for compensation or otherwise), licensed, altered, framed, stored for subsequent use, or otherwise used in whole or in part in any manner without Cardless's prior written consent or unless expressly stated otherwise herein, except to the extent permitted by the Copyright Act of 1976, as amended, and then, only with notices of Cardless's proprietary rights, provided that you may download information and print out hard copies for your personal use, so long as you do not remove any copyright or other notice as may be contained in information, as downloaded. Except as explicitly provided herein, nothing in these Terms shall be deemed to create a license in or under any such intellectual property rights, and you agree not to sell, license, rent, modify, distribute, copy, reproduce, transmit, publicly display, publicly perform, publish, adapt, edit, or create derivative works from any Cardless Content. Use of the Cardless Content for any purpose not expressly permitted by these Terms is strictly prohibited.

You may choose to or we may invite you to submit comments or ideas about the Sites, including without limitation about how to improve the Sites or our products (“Ideas”). By submitting any Idea, you agree that your disclosure is gratuitous, unsolicited and without restriction and will not place Cardless under any fiduciary or other obligation, and that we are free to use the Idea without any additional compensation to you, and/or to disclose the Idea on a non-confidential basis or otherwise to anyone. You further acknowledge that, by acceptance of your submission, Cardless does not waive any rights to use similar or related ideas previously known to Cardless, or developed by its employees, or obtained from sources other than you.

3. Our Intellectual Property

You agree that "Cardless.com", "Cardless", and all logos related to our products and services are our trademarks or registered trademarks. You may not copy, imitate, or use them without our prior written consent. In addition, all page headers, custom graphics, button icons, card design, and scripts are our service marks, trademarks, and/or trade dress. You may not copy, imitate, or use them without our prior written consent. All right, title, and interest in and to the Sites, any content thereon, our products and services, the technology related to our products and services, and any and all technology and any content created or derived from any of the foregoing is our exclusive property.

4. Links to Third Party Websites

The Sites may contain links to third-party materials that are not owned or controlled by Cardless. Cardless does not endorse or assume any responsibility for any such third-party sites, information, materials, products, or services. If you access a third-party website or service from a Site or share your information on or through any third-party website or service, you do so at your own risk, and you understand that these Terms and our Privacy Policy do not apply to your use of such sites. You further

understand that we make no representation or warranty that any third-party website or service is free of viruses or other potentially harmful software. Linking to a third-party website or service is also not an endorsement by Cardless of that third party, its products, its services, or its website. You expressly relieve Cardless from any and all liability arising from your use of any third-party website, service, or content, including without limitation any information submitted by other users. Additionally, your dealings with or participation in promotions of advertisers found on a Site and any other terms (such as warranties) are solely between you and such advertisers. You agree that we shall not be responsible for any loss or damage of any sort relating to your dealings with such advertisers.

5. Electronic Communications Policy

Our Electronic Communications Policy is located below and is incorporated herein by reference. By using the Sites, you agree to the Electronic Communications Policy.

6. Credit Card Account and Authorization for Credit Bureau Reports

6.1. We have partnered with First Electronic Bank, Member FDIC (“Bank”), to provide you with a credit card (the “Cardless Card”). When you sign up for an account with us, you will also be prompted to apply for the Cardless Card issued by Bank. By applying for and using the Cardless Card, you agree to the Bank’s Cardholder Agreement and Privacy Policy (individually and collectively, the “Bank Terms of Service”). The Bank Terms of Service are separate and independent from these Terms, which governs your use of the Sites.

6.2. You authorize us to share your identity and any information relating to you with Bank for it to open and support your Cardless Card as further detailed in our Privacy Policy and the Bank Privacy Policy. It is your responsibility to make sure the data you provide us is accurate and complete. Additionally, you are responsible for complying with the Bank Terms of Service when using your Cardless Card.

6.3. All Cardless Card transactions are performed by Bank and all credit is extended by Bank. If Bank extends credit to you, we will notify you of the credit limit set by Bank. We may provide you with an App as part of our services to view all transactions using the Cardless Card and to view Cardless Card account balances, in addition to providing customer support relating to your Cardless Card.

6.4. Cardless, on behalf of Bank, may employ debt collecting agent(s) to collect any sum due under the Bank Terms of Service or this agreement. When allowable by state law, attorney’s fees will be added to any amounts due for collection.

6.5. You authorize us and Bank to obtain one or more credit bureau reports (also known as consumer reports) and other information about you from credit bureaus and/or other third party sources for use in (1) evaluating your application for credit; (2) administering and servicing your credit account; (3) collecting any amounts owed on your card account; (4) offering other products and services; and (5) other purposes permitted by law. Upon your

request, we will inform you whether or not a credit bureau report was obtained and the name and address of the credit bureau that furnished the report. You understand that, after evaluating your complete application and checking your report(s), the Bank or us (as the case may be) may decide not to offer credit or products to you.

7. Privacy

We care about the privacy of our users. You understand that by using a Site you consent to the collection, use, and disclosure of your personally identifiable information and aggregate and/or anonymized data as set forth in our Privacy Policy [<https://www.cardless.com/privacy>], and to have your personally identifiable information collected, used, transferred to, and processed in the United States.

8. Limitation on Liability

To the extent permitted by applicable law, in no event will Cardless, its officers, directors, employees, partners, or agents be liable to you or any third party for any direct, indirect, consequential, exemplary, incidental, special, or punitive damages, including for any lost profits, goodwill, use, data, or other intangible losses, arising out of or relating to your use of the Sites or any system failure or malfunction associated with the Sites and including any third party claims, whether based on theories of negligence or breach of contract, tort, product liability, or breach of warranty. Under no circumstances will Cardless be responsible for any damage, loss, or injury resulting from hacking, tampering, or other unauthorized access or use of the Sites or User Account or the information contained therein.

To the maximum extent permitted by applicable law, Cardless assumes no liability or responsibility for any (i) errors, mistakes, or inaccuracies of content; (ii) personal injury or property damage, of any nature whatsoever, resulting from your access to or use of our service; (iii) any unauthorized access to or use of our secure servers and/or any and all personal information stored therein; (iv) any interruption or cessation of transmission to or from the Sites; (v) any bugs, viruses, trojan horses, or the like that may be transmitted to or through our service by any third party; (vi) any errors or omissions in any content or for any loss or damage incurred as a result of the use of any content posted, emailed, transmitted, or otherwise made available through the Sites; and/or (vii) the defamatory, offensive, or illegal conduct of any third party. In no event shall Cardless, its affiliates, agents, directors, employees, suppliers, or licensors be liable to you for any claims, proceedings, liabilities, obligations, damages, losses or costs in an amount exceeding the amount you paid to Cardless hereunder or \$100.00, whichever is greater.

This limitation of liability section applies whether the alleged liability is based on contract, tort, negligence, strict liability, or any other basis, even if we are advised of the possibility of such damages or claims. Cardless services would not be provided without such limitations. The foregoing limitation of liability shall apply to the fullest extent permitted by law in the applicable jurisdiction.

Some states do not allow the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you. This agreement gives you specific legal rights, and

you may also have other rights which vary from state to state. The disclaimers, exclusions, and limitations of liability under this agreement will not apply to the extent prohibited by applicable law.

9. Warranty

The Sites are provided on an “as is” and “as available” basis. Use of the Sites is at your own risk. To the maximum extent permitted by applicable law, the Sites are provided without warranties of any kind, whether express or implied, including, but not limited to, implied warranties of merchantability, fitness for a particular purpose, or non-infringement. No advice or information, whether oral or written, obtained by you from us or through the Sites will create any warranty not expressly stated herein. Without limiting the foregoing, Cardless, its subsidiaries, its affiliates, and its licensors do not warrant that the content is accurate, reliable or correct; that the Sites will meet your requirements; that the Sites will be available at any particular time or location, uninterrupted or secure; that any defects or errors will be corrected; or that the Sites are free of viruses or other harmful components. Any content downloaded or otherwise obtained through the use of the Sites are downloaded at your own risk and you will be solely responsible for any damage to your computer system or mobile device or loss of data that results from such download or your use of the Sites.

We do not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party through the Sites or any hyperlinked website or service, and we will not be a party to or in any way monitor any transaction between you and third-party providers of products or services.

Federal law, some states, provinces and other jurisdictions do not allow the exclusion and limitations of certain implied warranties, so the above exclusions may not apply to you. This agreement gives you specific legal rights, and you may also have other rights which vary from state to state. The disclaimers and exclusions under this agreement will not apply to the extent prohibited by applicable law.

10. Indemnity

You agree to defend, indemnify and hold harmless Cardless and its subsidiaries, agents, licensors, managers, and other affiliated companies, and their employees, contractors, agents, officers and directors, from and against any and all claims, damages, obligations, losses, liabilities, costs or debt, and expenses (including but not limited to attorney’s fees) arising from: (i) your use of and access to the Sites, including any data or content transmitted or received by you; (ii) your violation of any term of these Terms, including without limitation your breach of any of the representations and warranties above; (iii) your violation of any third-party right, including without limitation any right of privacy or intellectual property rights; (iv) your violation of any applicable law, rule or regulation; (v) any content that is submitted via your account including without limitation misleading, false, or inaccurate information; (vi) your willful misconduct; or (vii) any other party’s access and use of the Sites with your unique username, password or other appropriate security code.

11. Governing Law, Arbitration, and Class Action/Jury Trial Waiver

11.1. **Governing Law.** These Terms shall be governed by the internal substantive laws of the State of Delaware, without respect to its conflict of laws principles. The parties acknowledge that these Terms evidence a transaction involving interstate commerce. Notwithstanding the preceding sentences with respect to the substantive law, any arbitration conducted pursuant to the terms of these Terms shall be governed by the Federal Arbitration Act (9 U.S.C. §§ 1-16). The application of the United Nations Convention on Contracts for the International Sale of Goods is expressly excluded. You agree to submit to the personal jurisdiction of the federal and state courts located in Wilmington, Delaware for any actions for which we retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of our copyrights, trademarks, trade secrets, patents, or other intellectual property or proprietary rights, as set forth in the Arbitration provision below, including any provisional relief required to prevent irreparable harm. You agree that Wilmington, Delaware is the proper forum for any appeals of an arbitration award or for trial court proceedings in the event that the arbitration provision below is found to be unenforceable.

11.2. **Arbitration.** READ THIS SECTION CAREFULLY BECAUSE IT REQUIRES THE PARTIES TO ARBITRATE THEIR DISPUTES AND LIMITS THE MANNER IN WHICH YOU CAN SEEK RELIEF FROM CARDLESS. For any dispute with Cardless, you agree to first contact us at legal@cardless.com and attempt to resolve the dispute with us informally. In the unlikely event that Cardless has not been able to resolve a dispute it has with you after sixty (60) days, we each agree to resolve any claim, dispute, or controversy (excluding any claims for injunctive or other equitable relief as provided below) arising out of or in connection with or relating to these Terms, or the breach or alleged breach thereof (collectively, "Claims"), by binding arbitration by JAMS, under the Optional Expedited Arbitration Procedures then in effect for JAMS, except as provided herein. JAMS may be contacted at www.jamsadr.com. The arbitration will be conducted in Wilmington, Delaware, unless you and Cardless agree otherwise. If you are an individual using the Service for non-commercial purposes: (i) JAMS may require you to pay a fee for the initiation of your case, unless you apply for and successfully obtain a fee waiver from JAMS; and (ii) the award rendered by the arbitrator may include your costs of arbitration, your reasonable attorney's fees, and your reasonable costs for expert and other witnesses. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction. Nothing in this Section shall be deemed as preventing Cardless from seeking injunctive or other equitable relief from the courts as necessary to prevent the actual or threatened infringement, misappropriation, or violation of our data security, intellectual property rights or other proprietary rights.

11.3. **Class Action/Jury Trial Waiver.** WITH RESPECT TO ALL PERSONS AND ENTITIES, REGARDLESS OF WHETHER THEY HAVE OBTAINED OR USED THE SERVICE FOR PERSONAL, COMMERCIAL, OR OTHER PURPOSES, ALL CLAIMS MUST BE BROUGHT IN THE PARTIES' INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION OR OTHER

REPRESENTATIVE PROCEEDING. THIS WAIVER APPLIES TO CLASS ARBITRATION, AND, UNLESS WE AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS. YOU AGREE THAT, BY ENTERING INTO THIS AGREEMENT, YOU AND CARDLESS ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION, COLLECTIVE ACTION, PRIVATE ATTORNEY GENERAL ACTION, OR OTHER REPRESENTATIVE PROCEEDING OF ANY KIND.

12. Additional App Store Terms

12.1. App from Apple App Store. The following applies to any App you acquire from the Apple App Store ("Apple-Sourced Software"): You acknowledge and agree that these Terms are solely between you and Cardless, not Apple, Inc. ("Apple") and that Apple has no responsibility for the Apple-Sourced Software or content thereof. Your use of the Apple-Sourced Software must comply with the App Store Terms of Service. You acknowledge that Apple has no obligation whatsoever to furnish any maintenance and support services with respect to the Apple-Sourced Software. In the event of any failure of the Apple-Sourced Software to conform to any applicable warranty, you may notify Apple, and Apple will refund the purchase price for the Apple-Sourced Software to you; to the maximum extent permitted by applicable law, Apple will have no other warranty obligation whatsoever with respect to the Apple-Sourced Software, and any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty will be solely governed by these Terms and any law applicable to Cardless as provider of the software. You acknowledge that Apple is not responsible for addressing any claims of you or any third party relating to the Apple-Sourced Software or your possession and/or use of the Apple-Sourced Software, including, but not limited to: (i) product liability claims; (ii) any claim that the Apple-Sourced Software fails to conform to any applicable legal or regulatory requirement; and (iii) claims arising under consumer protection or similar legislation; and all such claims are governed solely by these Terms and any law applicable to Cardless as provider of the software. You acknowledge that, in the event of any third-party claim that the Apple-Sourced Software or your possession and use of that Apple-Sourced Software infringes that third party's intellectual property rights, Cardless, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim to the extent required by these Terms. You and Cardless acknowledge and agree that Apple, and Apple's subsidiaries, are third-party beneficiaries of these Terms as relates to your license of the Apple-Sourced Software, and that, upon your acceptance of the terms and conditions of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms as relates to your license of the Apple-Sourced Software against you as a third-party beneficiary thereof.

12.2. App from Google Play Store. The following applies to any App you acquire from the Google Play Store ("Google-Sourced Software"): (i) you acknowledge that these Terms are between you and Cardless only, and not with Google, Inc. ("Google"); (ii) your use of

Google-Sourced Software must comply with Google's then-current Google Play Store Terms of Service; (iii) Google is only a provider of the Google Play Store where you obtained the Google-Sourced Software; (iv) Cardless, and not Google, is solely responsible for its Google-Sourced Software; (v) Google has no obligation or liability to you with respect to Google-Sourced Software or these Terms; and (vi) you acknowledge and agree that Google is a third-party beneficiary to these Terms as it relates to Cardless's Google-Sourced Software.

13. Consent to Text Messages and Phone Calls

For purposes of this Section 13, "us" and "we" shall include Bank, and all rights and authorizations granted by you under this Section 13 shall also inure to the benefit of and shall include Bank.

By accepting these Terms, you expressly consent to be contacted by us for any and all purposes, at any telephone number, or physical or electronic address you provide or at which you may be reached. You agree we may contact you in any way, including SMS messages (including text messages to your mobile device), calls using prerecorded messages or artificial voice, and calls and messages delivered using an auto telephone dialing system or an automatic texting system, for any and all purposes. Automated messages may be played when the telephone is answered, whether by you or someone else. We may also leave a message on your answering machine, voice mail, or send a message via text.

You certify, warrant, and represent that the telephone numbers that you have provided to us are your numbers and not someone else's. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to alert us whenever you stop using a particular telephone number. You certify that your provided mobile number is true and accurate and that you are authorized to enroll the designated mobile number to receive SMS messages.

To unsubscribe from text messages at any time, reply STOP to any text message you receive from us. You consent that, following such a request to unsubscribe, you may receive one final text message from us confirming your request. For help contact us at legal@cardless.com.

Telemarketing Calls: If you have provided consent for telemarketing calls, you agree that (i) we may call, email, or SMS messages (including text messages) you at the numbers and addresses you have provided, for purposes of describing goods and services that may be of interest to you, offered by us, our affiliates and/or third parties; and (ii) these calls, text and email messages may be made using an automatic dialing or email system technology and/or involve prerecorded and/or artificial voice messaging. Your consent, if provided, will be effective even if the number you have provided is registered on any state or federal Do-Not-Call list. This consent for telemarketing calls shall remain in effect until you revoke it. Your consent to telemarketing calls may be revoked in accordance with the procedures set forth herein. Your consent to telemarketing calls is not a condition of obtaining your credit card. You also understand that your cellular or mobile telephone provider will charge you according to the type of plan you carry.

Opt-Out: You can revoke your consent by contacting us via email at legal@cardless.com.

Call Recording and Monitoring: You consent to the recording and monitoring, for quality assurance, training, risk management, and/or collection purposes, of any call that you place with us or that we place to you.

14. Enforceability, Entire Agreement and Interpretation

The headings in these Terms are for reference purposes only. Cardless's failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. These Terms, together with any amendments and any additional agreements you may enter into with Cardless in connection with the Sites, shall constitute the entire agreement between you and Cardless concerning the Sites. In the event any of the terms or provisions of these Terms shall be held to be unenforceable, the remaining terms and provisions shall be unimpaired and the unenforceable term or provision shall be replaced by such enforceable term or provision that comes closest to the intention underlying the unenforceable term or provision. These Terms shall also be subject to any other agreements you have entered into with Cardless.

15. Assignment

These Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you, but may be assigned by Cardless without restriction. Any attempted transfer or assignment in violation hereof shall be null and void.

16. Changes to these Terms of Service

Cardless may provide notifications, whether such notifications are required by law or are for marketing or other business related purposes, to you via email notice, written or hard copy notice, or through posting of such notice on our website, as determined by Cardless in its sole discretion. Cardless reserves the right to determine the form and means of providing notifications to its users, provided that you may opt out of certain means of notification as described in these Terms or Privacy Policy. Cardless is not responsible for any automatic filtering you or your network provider may apply to email notifications we send to the email address you provide us. Cardless may, in its sole discretion, modify or update these Terms from time to time, and so you should review this page periodically. When we change these Terms in a material manner, we will update the 'last modified' date at the bottom of this page and notify you that material changes have been made to these Terms. Your continued use of a Site after any such change constitutes your acceptance of the new Terms of Service. If you do not agree to any of these terms or any future Terms of Service, do not use or access (or continue to access) the Sites.

17. Contact Us

Please contact us at legal@cardless.com with any questions regarding these Terms.

Last Modified: December 2020

USA PATRIOT ACT Notice

Important Information About Procedures for Opening or Changing an Account

It is the policy of First Electronic Bank to take all reasonable and appropriate steps to prevent persons engaged in money laundering, fraud, or other financial crime, including the financing of terrorists or terrorist operations (hereafter collectively referred to as “money laundering”), from utilizing its products and services.

Important Information About Procedures for Opening a New 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 an 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 your driver's license or other identifying documents.

Cardless Electronic Communication Policy

Cardless Electronic Communication Policy

This Cardless Electronic Communication Policy (this “Policy”) is an agreement between you and Cardless, Inc., a Delaware corporation (“Cardless”, “we”, or “us”), regarding your use of the Cardless website, Cardless mobile application (the “App”), and any other products or services provided by us (each a “Site” and together, the “Sites”), as well as governing how we will communicate with you. Unauthorized use of the Sites, of passwords, or of information on the Sites is prohibited. Use of the Sites may be monitored, recorded, or tracked. You consent to such monitoring, recording, and/or tracking.

We and First Electronic Bank (“Bank”) want to provide you with communications electronically and conduct business with you electronically. Certain laws and regulations require us to provide communications to you “in writing,” which means you may be entitled to receive the information on

paper. The Electronic Signatures in Global and National Commerce Act (the "E-Sign Act") allows us to provide you communications electronically and to conduct transactions with you electronically, with your consent. We also need your general consent to use electronic records and signatures in our relationship with you. Before we can provide you with any Sites (as defined below), you must review and consent to the terms outlined below.

Please read this Cardless Electronic Communication Policy (the "Policy") carefully prior to providing us with your consent. This Policy describes how we and Bank deliver and receive communications to and from you electronically, and asks you to consent to doing business with us electronically, and to use electronic records and signatures in our relationship with you. If you do not agree to this Policy or you later withdraw your consent provided herein, you may not be able to continue to use our Sites (as defined in the Terms of Service) or Bank's products since they are provided electronically only. This Policy applies to the contact information you provide to Bank and us at any time through any channel. For example, it applies to the information you provide to us on the Cardless website, the Cardless native applications, Cardless social media sites, via email, chat, phone, and any other interaction you have with us. Please also see the Cardless Mastercard Card Privacy Policy ([Cardless.com/privacy](https://cardless.com/privacy)), the Cardless Terms of Use ([Cardless.com/legal/terms-of-use](https://cardless.com/legal/terms-of-use)), and the Cardless Privacy Policy and Terms of Service for additional information about how your information is collected and used.

The words "we," "us," and "our" means, individually and collectively, Cardless, Inc. and First Electronic Bank and their respective agents, affiliates, representatives, service providers, assignees, and successors. The words "you" and "your" means you, the individual(s) who has submitted a request for our services or otherwise uses, accesses, or interacts with a Site or requests a Cardless Card. "Communication" means each application, agreement, disclosure, notice, fee schedule, response to claims, statement, privacy policy, record, document, and/or other information or documents related to a Site, or Cardless Card, or card account, or that you sign, submit, or agree to at our request. "Sites" has the meaning set forth in the Terms of Service and, for purposes of this Policy, shall include any services or products provided to you by Bank, including the Cardless Card.

By applying for or using a Site, you give us affirmative consent to provide you with electronic Communications as described herein and agree to the terms of this Policy. By providing your consent, you are also confirming that you have the hardware and software described above, that you are able to receive, retain, and review electronic Communications, and that you have an active email account. You also confirm that you are authorized to, and do, consent on behalf of all the other account owners, authorized signers, authorized representatives, delegates, product owners, and/or service users identified with your user account.

The Scope of Communication to Be Provided in Electronic Form

This Policy applies to all Communications and Sites. When you agree to the terms of this Policy, you agree that we may provide you with Communications in electronic format, to the extent allowed by law,

unless and until you withdraw your consent as described below. Your consent to receive Communications and initiate and enter into transactions electronically includes, but is not limited to:

- All legal and regulatory disclosures and communications associated with the Sites;
- Service terms and conditions and any and all agreements by and between you and us that relate to Sites, as well as any amendments to those terms and conditions and agreements;
- Privacy policies and notices;
- Responses to claims filed in connection with Sites;
- Statements and account disclosures;
- All Communications between us and you concerning the Sites and any related transactions, products or services; and
- Transmission receipts and confirmations, account statements and history, tax statements and any other information related to your account with us.

Sometimes the law, or our agreement with you, requires you to give us a written notice. You must still provide these notices to us on paper, unless we specifically tell you in a Communication how you may deliver that notice to us electronically.

Method of providing Communications

All Communications that we provide in electronic form will be provided either (1) by e-mail, (2) by access to a website designated in an email notice from us, (3) through any mobile application we may make available, (4) to the extent permitted by law, by access to a website generally designated in advance for such purpose, or (5) in the manner specified in any other agreement we or our affiliates have with you. If you seek to obtain a new product, service, or account with us, we may, but are not required to, remind you that you have already consented to receiving electronic Communications and using electronic signatures in your relationship with us.

We may communicate with you about your account; examples include: to alert you if there is suspected fraud on your account, to alert you about purchases made with your card, to remind you of a payment due, to request you make a payment, to let you know that a promotional balance is expiring, to offer you other Cardless products, or for any other reason related to your Cardless account. You agree that any such communication is not unsolicited for purposes of federal or state law.

How to Withdraw Consent

You may withdraw your consent to receive Communications in electronic form by contacting us at legal@cardless.com. We will not impose any fee to process the withdrawal of your consent to receive electronic Communications; however, if you withdraw your consent, we may terminate your access to the Sites, and will notify you of this occurrence. Any withdrawal of your consent to receive electronic Communications will be effective only after we have a reasonable period of time to process your

withdrawal. If you withdraw consent, the legal validity and enforceability of prior Communications delivered in electronic form will not be affected.

How to Update Your Records

It is your responsibility to provide us with true, accurate and complete email address, contact information, street address, and other information related to this Policy, your account, or the Sites and to maintain and update promptly any changes in this information. You can update such information (such as your email address) by contacting us at legal@cardless.com. We are not responsible for any delay or failure in the receipt of the Communications if we send the Communications to the last e-mail address you provided to us.

Hardware and Software Requirements

In order to access, view, retain, and receive Communications that we make available, you must have:

- A computer with an internet connection with 128-bit encryption that is running Mac OS X or higher, or Windows 7 or higher, and Safari, Internet Explorer 10 or higher, Chrome, or Firefox or a mobile device that: is running iOS 6.0 or higher, or Android 4.0 or higher and Safari, Android Browser or Chrome
- A valid email address
- Sufficient storage space to save Communications and the capability to print the Communications from your computer or mobile device
- A current version of a program that accurately reads and displays Portable Document Format or "PDF" files, such as Adobe® Acrobat Reader® version 8.0 and above

We may update these requirements as necessary to preserve the ability to receive electronic Communications. Continuing to use our Sites after receiving updates to our Hardware and Software Requirements signifies your acceptance of the change and reaffirmation of your consent and we will not send you notice of the change, unless required by law.

Requesting Paper Copies

You can obtain a paper copy of a Communication by printing it yourself or by requesting that we mail you a paper copy. We will not send paper copies of any Communication; however, we reserve the right, but assume no obligation, to provide a paper (instead of electronic) copy of any Communication that you have authorized us to provide electronically. To request a paper copy, contact us at 350 Townsend St, #610, San Francisco, CA 94107. We may charge you a reasonable service charge for the delivery of paper copies of any Communication provided to you electronically pursuant to your authorization. We will disclose any charge prior to delivery of paper copies of such Communication.

Communications in Writing

You agree that all electronic Communications shall be considered "in writing" and have the same meaning and effect as if provided in paper form, unless you have withdrawn your consent to receive Communications electronically and we have a reasonable period of time to process your withdrawal (as

set forth herein). You should print or download for your records a copy of this Policy, and any other Communication that is important to you.

Termination/Changes

We reserve the right, at our sole discretion, to discontinue the provision of electronic Communications, or to terminate or change the terms of this Policy and conditions upon which electronic Communications are provided. Subject to the terms herein (see Hardware and Software Requirements), we will provide you with notice of any such termination or change to the extent required by law.