

Tappy Prepaid Debit Card Short-Form Disclosure

Monthly fee	Per purchase
\$0.00	\$0

Customer service (automated or live agent)	\$0
Inactivity (after 12 months with no transactions)	\$0 per month
ATM withdrawal fee	N/A
Cash reload fee*	\$0
ATM balance inquiry fee	N/A

We charge no other types of fees.

No overdraft/credit feature.

The Tappy Visa® Prepaid Card is issued by Evolve Bank & Trust, a member of FDIC, pursuant to a license from Visa U.S.A. Inc. Register your Card for FDIC insurance eligibility and other protections.

For general information about prepaid accounts, visit cfpb.gov/prepaid.

Find details and conditions for all fees and services inside the package, or call 1-915-221-9046 or visit <https://www.tappytech.com>.

*Your Tappy Visa Prepaid Card account is not capable of being loaded with cash.

Cardholder Agreement

PLEASE READ THE TERMS OF THIS CARDHOLDER AGREEMENT CAREFULLY AND KEEP IT FOR YOUR RECORDS

This Tappy Prepaid Visa Cardholder Agreement, including all attached and referenced fee schedules (collectively, the "Agreement") sets forth the terms and conditions of the Tappy Prepaid Visa Card (the "Card"), which has been issued to you by Evolve Bank & Trust (the "Bank"). Tappy (the "Servicer") has agreed to perform and/or provide certain services related to the Card. Servicer's website is <https://www.tappytech.com>.

Anti-Money Laundering Notice. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions and their third parties to obtain, verify, and record information that identifies each person who opens an account. What this means for you: when you apply for a Card, we may ask for your name, address, date of birth, social security number or country identification number, and other information that will allow us to identify you. We also may ask to see your driver's license or other documentation bearing your photo as verification of your identity.

Definitions. "Card Account" or "Account" means the custodial sub-account we maintain on your behalf to account for the value your Card balance on deposit with the Bank and record transactions made using your Card or by other means authorized by this Agreement. "You" and "your" means the person or persons who have received the Card and who are authorized to use the Card as provided for in this Agreement. "We," "us," and "our" means the Bank, and its successors, affiliates, assignees and our third-party service providers, including Servicer. "Business days" are Monday through Friday, excluding federal holidays. Saturday, Sunday, and federal holidays are not considered business days, even if we are open. "Card Number" means the 16-digit number embossed on your Card. "Authorized user" means any person issued a Card or Additional Card at the request of the Card owner (i.e., the person who qualified for and opened the Account and owns the funds in the Account) (the "Card owner") and authorized by the Card owner to use the Card or Additional Card. For the avoidance of doubt, Additional Card is also considered a Card for purposes of this Agreement.

Contacting Us. As described in this Agreement, you can contact us by sending an email to info@tappytech.com or by calling the toll-free telephone number on the back of your Card. Please keep for future reference the customer service telephone number or the toll-free telephone number on the back of your Card in case the Card is lost, stolen or destroyed.

Agreement to Terms. By activating or using your Card, you agree to be bound by and to comply with the terms of this Agreement. If you do not agree to the terms of this Agreement or do not want to use the Card, please destroy the Card at once by cutting it in half and call us at 1-915-221-9046 to cancel your Account and Card. Please read this Agreement carefully and keep it for future reference. This Agreement is provided to you in electronic format pursuant to the E-Signature and Electronic Disclosure Agreement that you accepted and agreed to in connection with your Card or Account application or when signing up for Servicer's services. By applying for or activating or using your Card, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a jurisdiction where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the fifty (50) states of the United States ("U.S.") or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); and (iv) all information you have provided to us is true, accurate and complete. If you falsify, misrepresent, or fail to

provide requested information, we may cancel your Card and Account. In addition, funds tied to suspected illicit or illegal activity may be subject to both internal and potentially federal investigation. We reserve the right to restrict or delay your access to any such funds, subject to applicable law. We may share any of the information collected and any results of any investigation with the Servicer.

THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION (INCLUDING A CLASS ACTION ARBITRATION WAIVER). IT IS IMPORTANT THAT YOU READ THE ENTIRE ARBITRATION AND WAIVER OF JURY TRIAL SECTION CAREFULLY.

I. **The Card.** The Card is a prepaid card. The Card allows you to access funds loaded or deposited to your Account. The funds in your Account will be insured up to the limit established by the Federal Deposit Insurance Corporation ("FDIC") once the Bank has been able to verify your identity and you register your Card. You may access the funds in your Account by using your Card or Card Number. The Card is neither a credit card nor a gift card, and is not intended for gifting purposes. You will not receive any interest on your funds on the Card or in the Account. The funds in your Account will not expire, regardless of the expiration date on the front of your Card. Subject to applicable law, you may use the Card only through its expiration date, which is stated on the front of the Card. If you attempt to use the Card or add funds to your Card Account after the expiration date, the transactions may not be processed. If there is a balance remaining in your Card Account upon expiration, a new Card may be issued to you. You must activate any newly issued Card in order to access the funds in your Card Account. If we do not choose to issue a new Card to you or if we cancel your Card Account for any reason, we will attempt to refund to you the balance remaining in your Card Account less any amounts owed to us (e.g., fees and charges). Your Card Account does not constitute a checking or savings account and is not connected in any way to any other account you may have. The Card will remain the property of the Bank and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice, subject to applicable law.

You agree that the Card will be used primarily for personal, family and household purposes only and not for business use. You may not use the Card for illegal gambling or any other illegal transaction. We reserve the right to cancel, close or restrict use of the Card and Account, including by refusing the processing of any transaction, if we believe you have violated this Agreement or any applicable law.

You may use your Card only after you activate it in the manner provided in the instructions accompanying your Card. At the time of activation, you may be provided a personal identification number ("PIN") in order to protect your transactions using the Card. You should not disclose your PIN to anyone. If the security or confidentiality of your PIN is compromised, you should notify us at once. You may need to provide personal information in order for your identity to be verified and for completion of the activation process. You agree to sign the back of the Card immediately upon receipt. Although no credit history is required to obtain a Card, you authorize us to obtain information about you from time to time from credit reporting agencies, your employers and other third parties for our internal processes.

II. **Fees.** The fees relating to the use (including misuse) of your Card or Account are set forth in this Agreement and the attached fees appendix (Appendix 1) (the "Fees"). Appendix 1 is incorporated herein by reference. Fees incurred pursuant to the terms of this

Agreement will be withdrawn from your Account at the time a fee or charge is incurred and will be assessed even if there is no remaining balance in your Account, unless prohibited by law. You agree

to pay all Fees associated with the Card. We may from time to time amend the Fees, at our sole discretion, as set forth in this Agreement and in accordance with law. If you request a service that is not included in Appendix 1 and there is a fee for such service, such fee will be disclosed at the time you request the service and you agree that any such fee may be deducted from your Account.

III. Authorized Users. You are responsible for all authorized transactions initiated and fees incurred by use of the Card. If you permit another person to have access to the Card or Account, this will be treated as if you authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of the Card according to the terms and conditions of this Agreement.

IV. Using the Card and Account and Limits. Subject to the limitations set forth in this Agreement, you may use your Card and Card Account, as applicable, to access funds in your Card Account, including to purchase goods or services wherever your Card is honored as long as you do not exceed the value available in your Card Account and aggregate purchases do not exceed the limits set forth in Appendix 2, which is incorporated herein by reference. There may be Fees associated with some of these transactions. For fee information, see Appendix 1 attached to this Agreement. Each time you use your Card, Card Number or Account Number purchase goods or services, obtain cash or initiate another type of funds transfer authorized by this Agreement, you authorize us to reduce the available balance in your Card Account by the amount of the transaction plus applicable fees, if any. You agree that you will: (i) not use your Card at illegal gambling websites or to purchase illegal goods or services; (ii) promptly notify us of any loss or theft of your Card; (iii) promptly notify us of the loss, theft, or unauthorized disclosure of your PIN or any access information used to access your Card Account information or Card funds; and (iv) use the Card only as permitted by us. The Card may not be accepted by certain merchants whose goods or services are not legal for minors. We may refuse to process any transaction that we believe violates the terms of this Agreement.

You may use your Card at any Point of Sale (“POS”) device, as permitted by a merchant that bears the Visa acceptance marks, and subject to your daily purchase limit. Each time you use the Card, you authorize the Bank to reduce the value available in your Card Account balance by the amount of the transaction and any applicable fees.

Foreign Transactions. The Card may be used to conduct international transactions if the merchant accepts the Visa or any other logo on the Card. All debits to your Card Account will be posted in U.S. dollars. Transactions made in a foreign currency are converted into U.S. dollar amounts by Visa using its then current currency conversion procedure and rate. The currency conversion rate used on the processing date may differ from the rate in effect on the transaction date or periodic statement posting date. Foreign transactions are subject to foreign transaction fees, as set forth in Appendix 1, and will be included in the amount charged to your Card Account.

Card Not Present Transactions. If you initiate a transaction without presenting your Card (such as for a mail order, internet or telephone purchase or an ACH debit), the legal effect will be the same as if you used the Card itself. For security reasons, the amount or number of such transactions you may make may be limited. For mail order, telephone, Internet or other card-not-present purchases, merchants may choose to route a transaction through as a PIN or signature purchase.

In these circumstances, we recommend that you ask the merchant whether your transaction will be routed as a PIN or signature transaction, to the extent we assess different fees for PIN and signature purchase transactions.

The total amount of purchases, transfers, reloads and cash withdrawals that you can perform in any single day or over any other period is limited to the amounts set forth in the enclosed Appendix 2. For security reasons, you may be further limited as to the number or dollar amount of transactions you can make with your Card. We may, at our discretion, modify the limits from time to time. You will be notified of any change in the manner provided by applicable law prior to the effective date. Card limits are subject to periodic review and may be changed based on your Card Account history, activity, and other factors, including but not limited to your Card activity. We retain sole discretion to apply and change limits.

We may permit funds to be added your Card Account from time to time, called “loading.” You may load your own funds to the Card Account by: Automated Clearing House (“ACH”) loads (e.g., direct deposit). We reserve the right to accept or reject any request to load value to your Card Account. Loads may only be made by the means set forth in this section. Loads are subject to appropriate anti-fraud verification. Certain delays may be required to assure funds are available for loads prior to crediting to your Card Account and making funds available to you. All loads must be made in U.S. dollars.

Split Transactions. If you do not have sufficient funds in your Card Account, you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with cash or another card. These are called “split transactions.” Some merchants do not allow cardholders to conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash. If you fail to inform the merchant that you would like to complete a split transaction before swiping your Card, your Card is likely to be declined. If a merchant attempts to process a transaction for more than the value available in your Card Account, or if the transaction will cause the purchase limit we have established to be exceeded, then the transaction will be declined. Unusual or multiple purchases may prompt a merchant inquiry or card suspension to allow us to investigate such unusual activity.

Authorization Holds. When you use your Card to purchase goods or services or to make a cash back withdrawal transaction, the merchant may attempt to obtain preauthorization for the transaction. If the merchant makes such a request, a “hold” is placed on your Card Account balance for the amount of the preauthorization request (which may vary in some cases from the amount of the actual purchase, depending on the merchant or purchase type), until the merchant sends the final payment amount of your purchase, or for up to sixty (60) days, even if you fail to make the purchase. During the hold period, you may not have access to the preauthorized amount in your Card Account. We will not be responsible if any transactions are not completed because of the hold. If the preauthorization request varies from the amount of the actual transaction, the actual transaction amount will be debited from your Card Account, even if this results in your Card Account balance becoming negative. You remain responsible for any negative balances in your Card Account. If you use the Card at an automated fuel dispenser (“pay at the pump”), the transaction may be preauthorized for an amount up to \$125.00. If the Card is declined, but you have sufficient funds available in your Card Account, you should use the Card to pay for the purchase inside with the cashier. If you use the Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the transaction may be preauthorized for the purchase amount

plus up to 20% to ensure there are sufficient funds available to cover tips or incidental expenses incurred. You do not have the right to stop payment on any purchase or payment transaction originated by use of the Card.

V. Obligation for Negative Balances. You acknowledge and agree that the value

available in your Card Account is limited to the funds that you have loaded to your Card Account. You acknowledge that Card Account balances and available funds reported on the Servicer's website are only approximations of real time balances and available funds rather than the settled balances or funds in your Account. A reported balance may not take into account pending debits and credits or recurring payments that you have scheduled. Servicer will provide you with information on pending debits and credits as soon as we have that information. Each time you initiate a Card transaction, you authorize the Bank to reduce the funds available in your Card Account by the amount of the transaction and all associated Fees. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions (creating a "negative balance"). Nevertheless, if any transaction, Fees or other activity causes the balance in your Card Account to go negative, including any purchase transactions where the retailer or merchant does not request authorization, you agree to pay us immediately for the full amount of the negative balance without further demand and you shall remain fully liable to us for the amount of any negative balance and any corresponding transaction Fees. You are also be liable for any related Insufficient Funds/NSF Fee(s) as set forth in Appendix 1. We reserve the right to bill you for any negative balance. You agree to pay us promptly for the negative balance and any Fees incurred. We do not offer an overdraft or other credit feature with this Card. We also may deduct the negative balance owing from any current or future funds loaded to your Card Account or any other account you activate or maintain with us. If your Card Account has a zero or negative balance, we may, at our option, cancel your Card Account without notice. Additionally, if any transactions cause the balance in your Account to become negative: (a) we may exercise our right to collect the negative balance from you in accordance with this Agreement; (b) we may initiate a chargeback procedure for any specific transaction which led to your Account having a negative balance; or (c) we may take debt collection measures, including, but not limited to, mandating a debt collection agency or attorneys to pursue the claim in court, and we reserve the right to charge you the expenses we reasonably incur in connection with any debt collection or enforcement efforts.

VI. Statements. You should keep track of the amount of funds available in your Card Account. You may obtain information about the amount of funds you have remaining in your Card Account by looking on the Servicer's website or calling 1-915-221-9046. You will not be assessed a fee to check your balance using our automated telephone system, although you may be assessed a fee if you wish to speak to a live agent. 12-month history of account transactions is available on the Servicer's mobile application. You may also obtain your balance information, along with a 12-month history of your Card Account transactions, at no charge by logging in to your Card Account at <https://www.tappytech.com>. You also have the right to obtain a 24-month written history of account transactions by using the Servicer's website or by calling 1-915-2219046. No fee will be charged unless you speak to a live agent or if there is a fee otherwise set forth in Appendix 1. You may request a written history of your transactions at any time by contacting us using the Servicer's website. The Servicer may assess a fee for each paper statement provided to you based on your request, as set forth in Appendix 1. Pursuant to the E-Signature and Electronic Disclosure Agreement, we will deliver any requested account statements or other statements required by law to you in electronic form. Merchants generally will not be able to determine your available balance. It is important to know your available Card Account balance before making any transaction. You should get a receipt from the merchant or bank at the time you make a transaction or obtain cash using your Card. Please note there are some merchants that choose not to provide a receipt if the amount of the transaction is \$15 or less.

VII. Return; Refunds; and Unclaimed Property. If you are entitled to a refund for any reason for goods or services obtained with the Card, you agree to accept credits to your Card Account for refunds and agree to the refund policy of the merchant. Neither the Bank nor Servicer is responsible for the delivery, quality, safety, legality or any other aspects of the goods or services you purchase from others with the Card. If you have a problem with a purchase you made with the Card, or if you have a dispute with the merchant, you must handle it directly with the merchant. The amounts credited to your Card for refunds may not be available for up to five (5) days from the date the refund transaction occurs. You should get or request a receipt at the time you make a transaction or obtain cash using your Card. You agree to retain your receipts to verify your transactions. You can get a receipt at the time you make a withdrawal from your Card Account using one of our ATM terminals (if available). You acknowledge and agree that we may be required by applicable law to turn over to a state government authority any funds remaining on your Card Account after a period of inactivity or dormancy. Card funds in Card Accounts will be remitted to the custody of the applicable state agency in accordance with state law, and we will have no further liability to you for such funds unless otherwise required by law. If this occurs, we may first try to locate the Card owner at the address shown in our records, so we encourage you to keep us informed if you change your address. You may notify us of a change of address by logging in to your Card Account user the Servicer's website <https://www.tappytech.com>.

VIII. Card Cancellation and Suspension. We reserve the right, at any time and in our sole discretion, to limit your use of the Card, including limiting or prohibiting specific types of transactions. The Bank may refuse to issue a Card, revoke Card privileges or cancel your Card with or without cause or notice, other than as required by applicable law. If you would like to cancel the use of your Card, you may do so by calling 1-915-221-9046 or the number on the back of your Card. You agree not to use or allow others to use an expired, revoked, cancelled, suspended or otherwise invalid Card. The cancellation of Card Account privileges will not otherwise affect your rights and obligations under this Agreement. Unless you have engaged in fraud or other illegal activities using your Card, if your Card Account privileges are cancelled or suspended, you may request the unused balance to be returned to you via a check to the mailing address we have in our records. Not all services described in this Agreement are available to all persons or at all locations. We reserve the right to limit, at our sole discretion, the provision of any such services to any person or in any location. Any offer of a service in this Agreement shall be deemed void where prohibited. We can waive or delay enforcement of any of their rights under this Agreement without losing them. Subject to the terms of this Agreement, if your Card or Account is cancelled or your Card expires and you do not timely activate your new Card, we will attempt to refund to you the balance remaining in , or if you Account, less any amounts owed to use. A check made payable to you will be mailed to you at the latest postal address reflected in our records. A fee may be imposed for refunding the remaining account balance by check.

IX. Replacement Card and Lost or Stolen Card. If you need to replace the Card for any reason, call 1-915-221-9046 to request a replacement. You will be required to provide personal information which may include the last four digits of your Card number, your full name and knowledge of the Card transaction history. We may cancel any Card that has been disabled for sixty (60) calendar days or longer. If you believe your Card or PIN has been lost, stolen or compromised, call 1-915-221-9046 or the number on the back of your Card, contact us through the Servicer's website or write us at 1000 North West Street, Suite 1200 Wilmington, DE 19801. You should also contact through the means set forth in this section if you believe an electronic transfer has been made using the information from your Card or Card Account without your permission.

X. **Your Right to Dispute Errors.** Tell us AT ONCE if you believe your Card or PIN has been lost or stolen or if you believe that an electronic funds transfer has been made without your permission. You agree that any unauthorized use does not include use by a person to whom you have given authority to use or access your Card Account or Access Information and that you will be liable for all such uses and funds transfers by such person(s).

In Case of Errors or Questions About Your Prepaid Account telephone us at 1-915-221-9046 or write us at 1000 North West Street, Suite 1200 Wilmington, DE 19801 or email us at info@tappytech.com as soon as you can, if you think an error has occurred in your prepaid account. We must hear from you no later than sixty (60) days after the earlier of the date you electronically access your Card Account, if the error could be viewed in your electronic history, or the date the Servicer sent the FIRST written history on which the error appeared. You will need to tell us: 1. Tell us your name and account number; 2. Describe the error or transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information; and 3. Tell us the dollar amount of the suspected error, and approximately when the error took place. If you tell us verbally, we may require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within 10 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 your complaint or question. If we decide to do this, and your Card is registered with us, we will credit your Account within 10 business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your Account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For errors involving new accounts (an account where the first deposit to the account occurs less than 30 days before the error), we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) 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 your Card does not receive wages, salary, or other employee compensation that are made on a recurring basis or does not receive electronic deposits of federal payments, all of this Section applies, except the Bank will not credit your Card Account until our investigation is complete and we have determined an error occurred. If you need more information about our error-resolution procedures, call us at 1-915-221-9046 or visit <https://www.tappytech.com>.

Important Information for Unverified Accounts. It is important to register your Card as soon as possible. Until you register your Card and we verify your identity, we are not required to research or resolve any error regarding your Card Account. To register your Card, go to the Servicer's website to verify your identity. We will ask you for identifying information about yourself (including your full name, address, date of birth, and Social Security Number or government-issued identification number), so that we can verify your identity.

XI. **Your Liability for Unauthorized Transactions.** You agree to exercise reasonable control over your PIN(s); user ID(s); and password(s) and any other access code related to your Card Account (each, an "Access Code") and your Card. If you believe the Card or Access Code has been lost, compromised or stolen, immediately contact us at 1-915-221-9046 or contact us through

the Servicer's website. Telephoning is the best way to minimize your possible losses. If you believe the Card has been lost or stolen, or that someone has transferred money or may transfer money from your Card Account without your permission, call 1-915-221-9046 or contact us through the Servicer's website. We may suspend or cancel your Card and/or corresponding Card Account in the event of excessive reports of Card loss or theft. Under Visa rules, you will not be held responsible for unauthorized transactions if you have used reasonable care in protecting your Card from loss or theft and you have promptly reported to us when you knew that your Card was lost or stolen. Zero liability does not apply to Visa payment cards that are used for commercial purposes or anonymous prepaid cards (until such time as the identity of the cardholder has been registered with us). In the event that Visa zero Liability does not apply, if you notify us within two (2) business days after you learn of any unauthorized transactions or theft or loss of your Access Code, you can lose no more than \$50.00 if someone used your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500.00.

Also, if you become aware of, or your electronic history shows, a transaction you did not make, notify us at once following the procedures stated in the section titled Your Right to Dispute Errors. If you do not notify us within sixty (60) days (or a longer period if required by applicable law or payment network rules) after you become aware of the transaction, after you could view your electronic history or after the Servicer sent the FIRST written history to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time.

You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or unauthorized use of your Card or Access Code(s). You also agree to cooperate completely with us and the Bank in attempts to recover funds from unauthorized users and to assist in their prosecution. The Bank may issue replacement Card(s) or Access Code(s), but only after you have provided such proof and security or indemnification as the Bank may require. In addition, you acknowledge that the Bank may have to deactivate your Card(s) and/or Card Account to prevent future losses. If you share your Card(s) or Access Code(s) with another person, use of your Card Account by that person may be considered as authorized. If you authorize another person to use your Card or Access Code(s), you agree that you will be liable for all transactions arising from use of the Card or Access Code(s) by such person except as otherwise set forth in this Agreement. In all cases, our liability for an unauthorized transaction is limited to reimbursing you for the face amount of the unauthorized transaction and any corresponding fees, except as otherwise required by applicable law. A transaction is unauthorized if it is not initiated by you, you did not give permission to make the transaction or you do not benefit from the transaction in any way. It is important to register your Card as soon as possible. Until you register your Card and we verify your identity, the above liability limits do not apply.

XII. **Our Liability for Failure to Complete Transactions.** In no event will Bank or Servicer be liable for consequential damages (including lost profits), extraordinary damages, special or punitive damages. Neither Bank nor Servicer will be liable, for instance: (1) if, through no fault of Servicer or of the Bank, you do not have enough funds available in your Card Account to complete the transaction; (2) if a merchant refuses to accept your Card or provide cash back; (3) if an ATM or point-of-sale terminal where you are making a cash withdrawal does not have enough cash; (4) if an electronic terminal where you are making a transaction does not operate properly, and you

knew about the problem when you initiated the transaction; (5) if access to your Card has been blocked after you reported your Card lost or stolen; (6) if there is a hold or your funds are subject to legal process or other encumbrance restricting their use; (7) if Servicer or the Bank has reason to believe the requested transaction is unauthorized; (8) if circumstances beyond Servicer or the Bank's control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that Servicer or the Bank has taken; (9) if any failure or malfunction is attributable to your equipment, to merchant or ATM equipment, or to any internet service or payment system; (10) if an employee of all load network did not properly transmit information to us; or (11) any other exception stated in this Agreement with you.

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

Definitions: As used in this Arbitration and Waiver of Jury Trial section, the term "Claim" means any claim, dispute or controversy between you and Bank, Servicer or any of their agents or retailers, arising from or relating to the Card or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this Arbitration and Waiver of Jury Trial section or the Agreement.

"Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your Card, or the Cards of any additional cardholders designated by you; (ii) the amount of available funds on the Cards; (iii) advertisements, promotions or oral or written statements related to the Cards, goods or services purchased with the Cards; (iv) the benefits and services related to the Cards; and/or (v) your enrollment for any Card. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in that court; any appeals from that court shall be pursued only in arbitration. As used in this Arbitration and Waiver of Jury Trial section, the terms "we" and "us" shall for all purposes mean the Bank, Servicer, their respective wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns, and all of their agents, employees, directors and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with any Cards (including, but not limited to merchants who accept the Card, third parties who use

or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration and Waiver of Jury Trial section, the terms "you" or "yours" shall mean all persons or entities approved by us to have and/or use a Card, including but not limited to all persons or entities contractually obligated under any of the Agreements and all additional cardholders.

Initiation of Arbitration Proceeding/Selection of Administrator: Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either Judicial Arbitration and Mediation Services ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to use

arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within thirty (30) days after you receive notice of our election to select the other organization listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at www.jamsadr.com; and (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at www.adr.org.

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

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

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

Arbitration Procedures: This Arbitration and Waiver of Jury Trial section is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration and Waiver of Jury Trial section shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery

allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the request party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Code and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

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

XIV. Miscellaneous. The Bank may disclose information to third parties about your Card or the transactions you make using your Card: (1) where it is necessary for completing transactions; (2) in order to verify the existence and condition of your Card for a third party, such as a merchant; (3) in order to comply with government agency, court order, or other legal reporting requirements; (4) if you give the Bank your written permission; (5) to our and the Bank's employees, auditors, affiliates, service providers, or attorneys as needed; (6) in order to collect funds you may owe us; (7) in order to prevent, investigate or report possible illegal activity, (8) in order to issue authorizations for transactions on the Card, (9) as otherwise provided in the Bank's Privacy Policy Notice, or (10) as otherwise permitted by law.

We do not warrant that the Servicer's website or any other means of communication and/or access to the Account or Card 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.

The Card and your obligations under this Agreement may not be assigned. Notwithstanding the foregoing, this Agreement shall be binding on you, your authorized users, your heirs, your executors, administrators, guardians, personal representatives, or trustee in bankruptcy. The Bank may transfer its rights under this Agreement. Use of the Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. The Bank does not waive its rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, it shall be stricken and the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Tennessee except to the extent governed by federal law. To the extent permitted by law and as permitted by the Arbitration and Waiver of Jury Trial above, you agree to be liable to us for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Account. If we are served garnishments, summonses, subpoenas, orders or legal processes of any type, we are entitled to rely on the representations therein and may comply with them in our own discretion without regard to jurisdiction.

Subject to applicable law, we may at any time add to, delete or change the terms of this Agreement without advance notice to you except as required by law. The terms and conditions of this Agreement may be revised by posting a revised version at <https://www.tappytech.com>. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, the Bank or Servicer can implement such change without prior notice. We may cancel or suspend the Card or this Agreement at any time. You may cancel this Agreement by returning the Card to the Bank. Your termination of this Agreement will not affect any of the Bank's or Servicer's rights or your obligations arising under this Agreement prior to termination. In the event your Card is cancelled, closed or terminated for any reason, any remaining available funds associated with the Card Account will be returned to you, subject to any contrary provision in this Agreement and applicable law. When any provision in this Agreement states that we may take certain actions, we may do so in our sole discretion.

By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system, from us and our affiliates and agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

Appendix 1

Fees

Tappy Visa Prepaid Card Fee Schedule

This Fee schedule is being provided in connection with the Tappy Visa Prepaid Card issued by Evolve Bank & Trust and managed by Marqeta, and contains a list of all fees known to these entities that may be charged for your Account or Card. We reserve the right to change the following Fee schedule in our sole discretion and we will provide written notification to you of such change to the extent required by applicable law.

All fees	Amount	Details
Get started		
Card purchase	\$0	
Monthly usage		
Monthly fee	\$0	
Add money		
Direct deposit	\$0	
Information		
Customer service (automated)	\$0	No fee for calling our automated customer service line, including for balance inquiries.
Customer service (live agent)	\$0	No fee for calling our live agent customer service line, including for balance inquiries.
Using your card outside the U.S.		
International transaction	0%	Of the U.S. dollar amount of each transaction.
Other		
Inactivity	\$0	

Register your card for FDIC insurance eligibility and other protections. Your funds will be held at or transferred to Bank, a FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event Bank fails, if specific deposit insurance requirements are met and your Card is registered. See [fdic.gov/deposit/deposits/prepaid.html](https://www.fdic.gov/deposit/deposits/prepaid.html) for details.

No overdraft/credit feature.

Contact Servicer by calling 1-915-221-9046 by mail at 1000 North West Street, Suite 1200 Wilmington, DE 19801 or by using the Servicer's website.

For general information about prepaid accounts, visit [cfpb.gov/prepaid](https://www.cfpb.gov/prepaid).

If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit [cfpb.gov/complaint](https://www.cfpb.gov/complaint).

Appendix 2

Transaction Limits

Use of your Card is subject to the limitations set forth below, and no transaction may exceed the value available in your Card Account. Limits are applied on aggregate across the Account Card and all Additional Cards. For security reasons, we may further limit the amount or number of transactions you can make with your Card on a daily or monthly basis, or in the aggregate, and we may limit the dollar amount of transactions to or from your Card Account. We may increase or decrease these limits or add additional limits from time to time in our sole discretion without prior notice to you except as required by law.

- The maximum amount that can be spent using your Card Account is \$2,500.00 per day.
- The maximum amount that can be spent using your Card Account in a month is \$75,000.00.
- The maximum value of your Card Account at any time may be \$9,999.99.
- The maximum amount that can be added to your Card Account in any twenty-four hour period is \$5,000 and in any month is \$10,000.