



MASTERCARD CONSUMER LOAN CARD AGREEMENT

Effective: January 24, 2023 (01/24/23) - 20:56:05 UTC

Synapse Financial Technologies, Inc. ("Synapse") is providing this Agreement to you on behalf of Bank. Synapse, as a card processor, project manager, and agent of Bank for some purposes, will be responsible for carrying out some of our responsibilities under this Agreement, such as receiving notices from you, responding to any notices relating to questions or complaints concerning your Loan Card and Card Account, and carrying out other responsibilities described in this Agreement. Accordingly, where we are responsible for matters under this Agreement, those matters may be handled either by Synapse or by us directly.

This Mastercard® Consumer Loan Card Agreement ("Agreement") governs the use of the Mastercard® Card ("Loan Card") made available to you by Evolve Bank & Trust, Member FDIC (the "Bank"), the issuer of the Loan Card. This Agreement outlines the terms and conditions covering the Mastercard® Card Program (the "Program"). This Agreement does not replace the Synapse Credit Line Agreement and in the event of an inconsistency between this Agreement and the Synapse Credit Line Agreement, this Agreement shall govern the use of your Card Account, Loan Card, and your relationship with Bank. The Loan Card and the services under this Agreement are available only through the website or phone application (collectively, "Mobile App") of the internet platform program partner, Yotta Saving ("Platform") that is responsible for making the services available to you and as a result, some services under this Agreement may not be available to you. You should review your agreement with Platform for a complete list of services available. You should also review your Synapse Credit Line Agreement for more information about your line of credit. As used in this document the words "we", "our", and "us" refer to Bank, our successors, affiliates, or assignees, and the words "you" and "your" refer to the cardholder(s) and anyone else that you provide the authority to use your Loan Card. By accepting and using the Loan Card, or by authorizing anyone else to use the Loan Card, you agree to be bound by the terms and conditions in this Agreement.

The expiration date of the Loan Card is identified on the back of the Card. You agree to sign the back of the Loan Card immediately upon receipt. The Card is our property and must be surrendered to us or discarded upon demand. The Loan 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 Loan Card will be used primarily for personal, family and household purposes only and not for business use. We may terminate the Loan Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

1. CONSENT TO ELECTRONIC SIGNATURES AND COMMUNICATIONS.

- 1.1. **Your Consent to Electronic Signatures.** By accepting this Agreement, you understand and agree that: (i) electronically signing and submitting any document(s) to us or Synapse directly or through Platform legally binds you in the same manner as if you had signed in a non-electronic form, and (ii) the electronically stored copy of your signature, any written instruction or authorization and any other document provided to you by us is considered to be a true, accurate and complete record, legally enforceable in any proceeding to the same extent as if such documents were originally generated and maintained in printed form. You agree not to contest the admissibility or enforceability of our electronically stored copy of this Agreement and any other documents.

- 1.2. **Your Consent to Electronic Communications** . You understand that agreements, disclosures, notices, and other information regarding your Loan Card, updates and changes to this Agreements, or other service agreements and other communications (collectively, "Communications") may be provided to you electronically, and, by accepting this Disclosure, you affirmatively consent and agree to receive all such Communications in an electronic form.
- 1.3. **Delivery Method of Electronic Communications** . Communications may be posted on Synapse websites, the pages within the Platform's Mobile App, or delivered to your email address. You may print a paper copy of or download any electronic communication and retain it for your records. All Communications in electronic format will be considered to be "in writing," and to have been received on the day of posting, whether or not you have received or retrieved the Communication. We reserve the right to provide Communications in paper format.
- 1.4. **Withdrawing Consent**. "Your consent to receive Communications electronically is valid until you revoke your consent by notifying us of your decision to do so by contacting us through Synapse. If you revoke your consent to receive Communications electronically, from that time forward you will lose your ability to use your Loan Card or participate in the Program. You accept sole liability for any losses, liabilities, cost, damages and expenses resulting from such an involuntary termination of the Loan Card and Program, to the extent permitted by law. Any withdrawal of your consent will be effective after a reasonable period of time for processing your request.
- 1.5. **Hardware and Software Requirements**. To access and retain electronic Communications, you will need the following:
- A computer or mobile device with an operating system that supports everything below;
 - An internet connection;
 - A current version of a web browser that we support
 - A hard drive or other method of storing data;
 - A valid, active email address; and
 - A current version of a program that displays PDF files.
- We may update these requirements periodically in order to maintain our ability to provide electronic Communications; if these requirements change in a substantial way, we will notify you through Synapse or Platform of the changes.
- 1.6. **Changes to Your Contact Information** . In the event that your e-mail address or other contact information changes, you must notify us through Synapse of such changes immediately.

2. **IMPORTANT INFORMATION ABOUT YOUR LOAN CARD.**

- 2.1. **New Card**. 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 obtains a Loan Card. What this means for you: when you register a Loan Card and open a Card Account, we will ask for information such as your name, address, date of birth, social security number or tax identification number, and other information that will allow us to identify you. We may also ask to see a copy of your driver's license or other identifying documents. By accepting your Loan Card, you confirm that you have authorized Synapse or Platform to provide us with this information.

- 2.2. **Loan Card and Card Account.** The Loan Card is a card that you can use for conducting transactions pursuant to your credit line, which is governed by your Synapse Credit Line Agreement between you and Synapse Credit LLC ("Lender"). Your "Card Account" is a record keeping ledgering account used to evidence transactions initiated with your Loan Card. Your Loan Card may be either physical card(s) and/or virtual card(s). If your Loan Card is virtual, it will be represented by a 16-digit account number. If enabled, you may be eligible for more than one physical or virtual card. Each virtual Loan Card may either be single-use, meaning the 16-digit account number will expire after a single transaction, or recurring-use, meaning you may use your 16-digit account number for multiple transactions. You understand that if you have both virtual and physical Loan Cards that both types of cards access the same Card Account. All Loan Cards, whether physical or virtual, that access the same Card Account shall be referred to collectively as your "Loan Card." All the terms and conditions of the Synapse Credit Line Agreement apply to the Loan Card. For more information about your credit line, please see your Synapse Credit Line Agreement.
- 2.3. **PIN.** We may provide you with a personal identification number ("PIN"). For security reasons, you may have to provide the PIN before you are able to use your Loan Card. Keep your PIN secure. Do not write it down, give it to anyone, or keep it with your Loan Card. If you lose your Loan Card or believe the confidentiality of your PIN has been compromised for any reason, you must contact us via Synapse immediately.
- 2.4. **Activation.** You must activate your Loan Card prior to use. You can activate it by accessing Platform's Mobile App or by calling Synapse.
- 2.5. **Loan Card Purpose, Prohibitions and Restrictions.**
- 2.5.1. **Purpose.** You may use your Loan Card for personal, family or household purposes.
- 2.5.2. **Prohibitions and Restrictions.** We may, but are not required to, deny authorization for any internet gambling transactions. You agree not to use your Loan Card or our services for online gambling or any illegal activity. We may refuse to process any transaction that we believe may violate the terms of this Agreement or applicable law. You acknowledge and agree that we have no obligation to monitor, review or evaluate the legality of your transactions and Loan Card activity. You agree that using Bank services or your Loan Card for illegal activity will be deemed an action of default and/or breach of contract and, in such event, our services and/or any of your cards and Card Account may be terminated at our discretion. You further agree that should illegal use occur, you waive any right to sue us for such illegal use or any activity directly or indirectly related to it, and you agree to indemnify and hold us harmless from any suits, legal action, or liability directly resulting from such illegal use. To the fullest extent permitted by law, you agree to pay for any transaction that you authorized, even if that transaction is determined to be illegal.

2.6. **Authorized Users.** "Authorized Users" are persons with authority to act on your behalf. You may allow Authorized Users by: (1) requesting that you want a person added to your account as an Authorized User, subject to our approval; (2) lending or otherwise intentionally making your Loan Card accessible to another person; or (3) any other ways in which you would be legally considered to have allowed another to use your Loan Card or to be legally prevented from denying that you did so. If you request to add and we approve an Authorized User, we reserve the right to limit the number of Authorized Users associated with your Loan Card and we also reserve the right to limit an Authorized User's ability to use and access your Loan Card. We may require you to submit certain information about each person you request to make an Authorized User. You must have permission from each Authorized User to give us, through Synapse or Platform, the requested information. Authorized Users may have access to certain information about your Loan Card and associated credit line and will be able to make transactions with your Loan Card. Unless a restriction that we have acknowledged in writing is specifically stated in your authorizing resolution: (i) an Authorized User will have authority to appoint other authorized users; and (ii) each Authorized User may do so acting alone, unless we require otherwise. We may, but are not obligated to, accept oral instructions from an Authorized User. As between you and us, all actions of an Authorized User shall be deemed within the scope of such person's authority. You will be responsible for an Authorized User's use of your Loan Card and use of your Loan Card by anyone else they allow to use the Loan Card, including transactions or incurred fees or interest charges, whether or not you intended to be liable for such transactions, fees, or interest charges. We are not required to verify or confirm the purpose or propriety of any action by an Authorized User and are not responsible for any misapplication or misappropriation of funds by an Authorized User.

2.6.1. **Removing an Authorized User.** If you would like to remove an Authorized User from your Account, you must contact us through Synapse and request their removal. You also must immediately destroy all Loan Cards in their possession and cancel any arrangements they may have set up on your Card Account. We will have a reasonable amount of time after your request is received by us to effectuate the termination of the access privileges of the Authorized User. During this time, you will still be responsible for all amounts they charge to your Card Account. You will be responsible even if these amounts do not appear on your Card Account until later. Authorized Users may remove themselves from your Card Account upon request. We reserve the right to remove them from your Account for any reason. To remove them from your Card Account, we may close your existing Card Account and issue a new Loan Card with a new card number.

2.7. **Transaction History.** You may view information about your Loan Card transaction history by logging into Platform Mobile App or by contacting Synapse. Lender directly or through Platform, will make available to you one periodic statement for your loan account per month, which will include information about transactions made with your Loan Card and Card Account.

3. **PARTICIPATING IN THE PROGRAM.**

3.1. **Requirements for the Program.** In order to participate in the Program, you must (i) have previously agreed to the Synapse Credit Line Agreement (ii) accept and agree to this Agreement (iii) be at least 18 years of age (or older if residing in a state where the majority age is older); and (iv) provide Lender and Platform, each of which may provide Synapse and us, with all requested information, such as your name, date of birth, physical address, email address, social security number, user name and password, and such other information as we may request from time to time (collectively, "User Information"). You represent and warrant that all information, including User Information, you provide us whether directly or through Synapse, Lender or Platform from time to time is truthful, accurate, current, and complete. You agree to promptly notify Platform, Lender, and us of changes to any User Information. If we approve your registration for a Card Account, we will issue you a Loan Card.

4. **USE OF YOUR LOAN CARD.**

4.1. **Overview.**

- 4.1.1. **General.** You may use your Loan Card to make purchases, such as buying goods or services from merchants. If enabled, you may also use your Loan Card for balance transfers or cash advances. Each time you use your Loan Card, the amount of funds available to transact with your Loan Card may be reduced by the amount of the transaction and any applicable fees. Subject to the limitations set forth in this Agreement, the only funds available for transacting with your Loan Card are the funds made available through your Synapse Credit Line Agreement.
- 4.1.2. **Funds Availability.** You are responsible for knowing whether you have enough funds available to make a transaction with your Loan Card. Any transaction or series of transactions that could result in a default (exceed the amount of available funds) under your Synapse Credit Line Agreement is not permitted. In the event a transaction exceeds the amount of available funds, you will be responsible for the full amount of the transaction plus any applicable fees.
- 4.1.3. **How it Works.** When you use your Loan Card for a transaction at a merchant, we will receive an authorization request. We will then determine if you have sufficient funds available to cover the payment authorization request. In order to determine whether you have sufficient funds, we will communicate with Lender. If Lender notifies us that there are sufficient funds available for the transaction and the transaction itself is authorized, the funds will be available for your Loan Card transaction. The funds will then be drawn down pursuant to your Synapse Credit Line Agreement for the amount of the transaction plus any applicable fees. If Lender notifies us that there are not sufficient funds available for the transaction or the transaction itself is not authorized, then the transaction will be declined.
- 4.2. **Rewards.** Your Loan Card may provide you with the opportunity to earn rewards. If it does, we, through Synapse or Platform, will separately provide you with information and terms about the rewards.
- 4.3. **Transaction Limits.** We may impose limits on your Loan Card and Loan Account that are lower than the amount of credit extended to you or lower than the amount of funds available to you under your Synapse Credit Line Agreement. In the event the limits imposed on your Loan Card are lower than the amount of funds available to you under your Synapse Line of Credit Agreement, you will be able to access your line of credit through alternative means as provided in your Line of Credit Agreement. The transactional limits imposed on your Loan Card and Card Account are provided in the table below. These limits are the lowest limits that you can spend with your Loan Card and are subject to periodic review and to change based on your account history, activity, and other factors.

4.3.1.

Transaction Type	Dollar Limit per Day
Points of Sales (Merchants) Transactions	\$10,005.00
Cash Advance (ATM Cash Withdraw)	\$505.00
Balance Transfer	\$10,005.00

Daily Transaction Limits. The maximum amount that can be spent using your Loan Card per day is the amount of funds available to you to transact with your Card or the amount in the limit table above, whichever is lower.

- 4.3.2. **Higher Limits.** We reserve the right to allow you to transact higher volume than the limits defined herein at any time without prior notice. If we do allow you to exceed the limits above at any time, that does not obligate us to do so at any other time. If we allow you to exceed the limits above and a transaction (or series of transactions) exceeds your amount of available funds, you will nonetheless be responsible for the full amount of the transaction(s) plus any applicable fees.
- 4.3.3. **Other Limits.** In order to protect your Loan Card, we may take temporary transaction-level actions, such as imposing limits on the dollar amount, number, and type of transactions performed with your Loan Card. To the extent permitted by law, we also reserve the right to (i) increase or decrease transaction limits; (ii) change transaction types; (iii) limit, block, or place holds on certain types of transactions; and (iv) limit, suspend, or block transactions from certain persons or entities. We may also decline to authorize a transaction for any reason.

- 4.4. **Card Not Present Transactions.** If you use your 16-digit Loan Card number without presenting the Loan Card in person (such as for a mail order, telephone, or internet purchase), the legal effect will be the same as if you used the Loan Card itself. For security reasons, we may limit the amount or number of such transactions you may make.
- 4.5. **Cash Advances and Balance Transfers.** If enabled by Platform and permissible under your Synapse Credit Line Agreement, you may use your Loan Card to obtain cash advances or perform balance transfers. Cash advances may be subject to different repayment terms. You should review your Synapse Credit Line Agreement to understand your repayment obligations.
- 4.6. **Holds for Authorized Transactions.** When you use your Loan Card for transactions, certain merchants (such as hotels, restaurants, car rental companies, and gas stations) accepting your Loan Card may request advance authorization for an amount equal to or in excess of the actual transaction amount. If we receive such a request, we may inform Lender and Lender may place a temporary “hold” on your available funds and the funds subject to the hold will not be available to you for any other purpose for several days or weeks (usually until we receive the transaction amount from the merchant).

5. **Fees**

- 5.1. **Card Issuance Fees.** We do not charge any fees for the use or initial issuance of your Loan Card.
- 5.2. **ATM Fees.** If either cash advances or cash payments through ATMs are enabled and permissible under your Synapse Credit Line Agreement, the following ATM Fees may apply:
- 5.2.1. In-Network ATM Fees We will not charge a fee for the use of your Loan Card at any in-network ATM.
- 5.2.2. Out of Network ATM Fees You may use your Loan Card at ATMs and cash dispensers that are not in our Network. In such cases, you might be charged a fee from such ATMs’ or cash-dispensers’ operators, networks or merchants.
- 5.2.3. Payment at Retailers. You may be allowed to make payments toward your line of credit by funding your Card Account via register services at certain retailers, such as retailers within the GreenDot® network. You may be charged a fee from such retailer at the moment of the transaction. We reserve the right to add or remove available retailers at any time. By funding your Card Account, you are making a payment towards your line of credit, which will be reflected on your loan account transaction history. For more information about your repayment obligations, please refer to your Synapse Credit Line Agreement.
- 5.3. **Foreign Transactions.** If you make a purchase in a currency other than U.S. dollars, the amount transacted will be converted by Mastercard International Incorporated into U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Mastercard International Incorporated from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Mastercard International Incorporated itself receives, or the government-mandated rate in effect for the applicable central processing date. There will be no additional fee related to such transactions.
- 5.4. **Platform Fees.** The fees set forth in this Agreement represent the fees we may charge you in connection with your Loan Card. Platform may charge additional transaction fees and other fees associated with the services provided to you as provided in your agreement with Platform. You should refer to your agreement with Platform to understand how fees are charged.

6. **Digital Wallet**

- 6.1. **Adding a Card.** You can add your Card to a digital wallet by following the instructions of the digital wallet. The digital wallet may not be accepted in all places where your Card is accepted. We may terminate the ability for you to add the Card to a digital wallet at any moment.

- 6.2. **Remove Your Card from the Digital Wallet**. You should contact the digital wallet service provider to remove a Card from the digital wallet. We can end or suspend your ability to use a Card with the Digital Wallet at any time.
- 6.3. **Card Responsibility**. You are solely responsible for maintaining the security of your digital wallet credentials (including user identification, password or other access credentials). If you share these credentials with any other person, you expressly authorize them to access your personal information, access your accounts and initiate charges to your Cards using the digital wallet service.
- 6.4. **Fees**. We currently do not impose a fee for using your Card at a Digital Wallet, but we reserve the right to impose a fee in the future. Please note that a Digital Wallet provider or another third party enabling or associated with your use of a Digital Wallet may charge a fee for using your Cards in a Digital Wallet.
- 6.5. **No Liability for the Digital Wallet**. We are not provider of the digital wallet and we are not responsible for providing the digital wallet service to you. We are only responsible for supplying information securely to the digital wallet provider to allow usage of the Card in such digital wallet. We are not responsible for any failure of the digital wallet or the inability to use the digital wallet for any transaction. We are not responsible for the performance or non-performance of the digital wallet provider or any other third parties regarding any agreement you enter into with the digital wallet provider or associated third-party relationships that may impact your use of the digital wallet. **YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE DIGITAL WALLET SERVICE IS AT YOUR SOLE RISK, AND WE ARE NOT RESPONSIBLE FOR THE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, OR ACCURACY.**
- 6.6. **Privacy & Security**. You agree that we may share your information with the Digital Wallet provider, a payment network (e.g., Visa and Mastercard), and others in order to enable your use of the Digital Wallet, make information available to you about your Card transactions, and improve our ability to offer the Digital Wallet services. We do not control how the Digital Wallet provider or third parties use the information received in connection with the Digital Wallet and the use of such information is governed by such party's privacy policy. We are not responsible for the security of the information provided to the Digital Wallet provider or stored in the Digital Wallet. We are not responsible if a security breach occurs that affects any information stored in the Digital Wallet or sent from a wallet.
7. **CARD SECURITY, STOLEN OR LOST CARD OR PIN, MINIMIZING LOSSES, AND OR CARD REPLACEMENT.**
- 7.1. **Card Security**. Do not share your Loan Card number or PIN with anyone. It is your responsibility to not only protect your Loan Card but to protect the devices on which you access your Card Account, your Loan Card, the username, password, biometrics or other data you use to log into the Platform Mobile App. Make sure your Loan Card is secured with encryption when you use your Loan Card to make transactions over the internet.
- 7.2. **Immediate Notification**. If your Loan Card or PIN is lost or stolen, or if you believe either your Card Account, Loan Card, PIN, or the account number for your Loan Card is subject to any unauthorized use, you should notify us immediately, and take any reasonable actions we may request to prevent unauthorized Card use. Contact us immediately if you believe: (a) a Loan Card has been lost or stolen, (b) someone has gained unauthorized access to any access information for your Card Account, or (c) someone has made or may make transactions from your Card Account without your permission.
- 7.3. **Minimizing Losses**. Reporting a lost/stolen Loan Card or unauthorized transactions by calling Synapse at +1(415) 993-4301 or sending an email to Synapse help@synapsefi.com to deactivate your Loan Card is the best way to minimize possible losses.
- 7.4. **Card Replacement**. If you need to replace your Loan Card for any reason, please, deactivate the card by calling Synapse at +1 (415) 993-4301 or emailing Synapse at help@synapsefi.com.
8. **YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS.**

8.1. **Unauthorized Transaction.** An “Unauthorized Transaction” occurs when your Loan Card or Card Account has been used without your authorization and such use did not benefit you. You agree to immediately notify us by calling Synapse at +1 (415) 993-4301 or emailing Synapse at help@synapsefi.com, if you believe your Loan Card or Card Account has been used without your permission. You will not be liable for unauthorized use of your Loan Card that occurs after you notify us and, in any case, your liability for unauthorized use will not exceed \$50.00 (unless MasterCard Zero Liability protection applies). If you give someone your Loan Card and give them permission to use it, you will be responsible for all transactions conducted by them with the Loan Card even if they conducted more transactions than you authorized, unless you notified us that transactions by that person are no longer authorized.

8.2. **MasterCard Zero Liability.** Under Mastercard Zero Liability Protection, you will not be held responsible for unauthorized transactions if you have used reasonable care in protecting your Loan Card from loss or theft and you promptly reported to us when you knew that your Loan Card was lost or stolen. Mastercard Zero Liability applies to purchases made in store, over the telephone, online or via a mobile device and ATM transactions. Mastercard Zero Liability does not apply to certain Mastercard payment cards that are used for commercial purposes.

9. **OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS.**

9.1. If we do not properly complete a transaction from the Loan Card on time or in the correct amount according to this Agreement with you, we will be liable for your losses or damages. However, there are some exceptions, including, but not limited to (a) If through no fault of ours, you do not have enough funds available to complete the transaction; (b) If a merchant refuses to accept your Loan Card; (c) If an ATM where you are making a cash withdrawal does not have enough cash; (d) 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; (e) If access to the Loan Card has been blocked after you reported the Loan Card lost or stolen; (f) If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use; (g) If we have reason to believe the requested transaction is unauthorized; (h) The transaction cannot be completed because your Loan Card is damaged; (i) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or (j) Any other exception stated in our Agreement with you.

10. **YOUR RIGHT TO DISPUTE ERRORS.**

10.1. **Errors.** In case of errors or questions about your electronic transactions that appear on your transaction history, please, call Lender at +1(844)-525-6247 or email lender@loans@synapsefi.com

10.2. **Billing Rights.** FOR INFORMATION REGARDING YOUR BILLING RIGHTS PLEASE REFER TO YOUR SYNAPSE CREDIT LINE AGREEMENT, WHICH STATES YOUR RIGHTS AND LENDER’S RESPONSIBILITIES UNDER THE FAIR CREDIT BILLING ACT.

11. **Customer Support**

11.1. **Synapse Customer Service.** For customer service or additional information regarding your Loan Card and Card Account, please contact Synapse by:

11.1.1. Phone: +1 (415) 993-4301

11.1.2. Email: help@synapsefi.com

11.1. **Lender Customer Service.** For customer service or additional information regarding your loan account, including transaction history information, please contact Lender by:

11.1.1. Phone: +1 (844)-525-6247

11.1.2. Email: loans@synapsefi.com

11.2. **Hours.** Customer Service agents are available to answer your calls: Monday through Friday (excluding Federal holidays: 9:00 AM – 6:00 PM Pacific Time).

11.3. **Telephone Monitoring/Recording.** You agree that from time to time, without further notice to you, we or Synapse may monitor and/or record telephone calls and electronic communications between you and us or between you and Synapse to assure the quality of our customer service or as required by applicable law.

12. **General Rules Governing Your Loan Card.**

12.1. **Assignment. Transfer. Non-Waiver. Applicable Law.** The Loan Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of the Loan Card is subject to all applicable Federal laws and the laws of the State of Tennessee, and all applicable rules and customs of any clearing house or other association governing your Loan Card or any transactions. If you or we excuse each other from complying with any part of this Agreement, this will not waive compliance by the excused party on any other occasion, notwithstanding the number of previous excusals or their duration. A party may not rely justifiably upon another's past forbearance to vary present or future rights, obligations or performance under this Agreement. If any provision of this Agreement is determined to be invalid, illegal or unenforceable for any reason, that provision shall not invalidate or render unenforceable any other provision of this Agreement.

12.2. **Standard of Care. Limitation of Liability.** Our liability for losses you incur in connection with your Loan Card is limited to actual damages proved that are proximately caused by our failure to exercise ordinary care. Nevertheless, if we make an error in your favor by excessively crediting or insufficiently debiting your Card Account for any reason, including, without limitation to the giving of cash or credit in excess of a corresponding Card Account debit, you agree that you immediately owe us the amount in error, whether you relied on the error or not. You agree to waive your rights to a jury and to punitive and exemplary damages and further agree to be subject to all parts of the arbitration provision in Section 13. Damages for any breach of this Agreement are limited to those that are direct and lie in contract, and will exclude indirect and consequential damages. Also excluded are damages in tort, including but not limited to those for emotional distress, unless caused by a willful and malicious act, which in the case of the unauthorized disclosure of private or confidential information must also be defamatory. In return, we also waive our same rights in any such action, cross-action or claims in arbitration we may file against you. We will have no liability for acting on instructions from you accepted or interpreted by us in good faith according to the terms of this Agreement, declining to act on instructions whose authenticity or accuracy cannot be verified to our satisfaction, or not acting on instructions not actually received.

12.2.1. Except as required by applicable law, we will have no liability to you if we are unable to complete a transaction for any reason beyond our control. Except as otherwise expressly provided in this Agreement or as otherwise required by applicable law, we, any affiliates, and the parties with whom we and our affiliates contract in order to offer your Loan Card and related services are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in anyway to your Loan Card, any products or services purchased using the Loan Card, or this Agreement (as well as any related or prior agreement you may have had with us).

12.2.2. By accepting this Agreement, you acknowledge that Bank will not be liable for taking action for the purpose of compliance with any applicable law or regulation.

- 12.3. **Indemnification.** You shall indemnify and defend us or Synapse and our respective officers, directors, employees, agents, and representatives, and hold each of them harmless, against suit, judgment, asserted claim, demand, excise taxes, claims, liabilities or losses, including fees of counsel, interest and other expenses, arising directly or indirectly from your breach of your obligations under this Agreement or those arising from the instructions or actions of you or of third parties whom you have permitted to direct, manage, view or otherwise act or omit to act in connection with your Loan Card. If we or Synapse and our respective officers, directors, employees, agents or representatives are entitled to indemnification against a claim under this Agreement, we shall give you prompt notice of the claim and any further pleadings, communication or other information connected with it. You shall defend us or Synapse, and our respective officers, directors, employees, agents, and representatives, or pay for the cost of its defense, as we or Synapse or our respective officers, directors, employees, agents or representatives shall elect. The parties shall cooperate for the cost-effective defense of the claim, and neither us nor Synapse nor our respective officers, directors, employees, agents and representatives shall not settle any claim for which indemnification is demanded without your consent.
- 12.4. **No Warranty of Availability or Uninterrupted Use .** From time to time, services related to the Platform Website, the Mobile App or the Loan Card may be inoperative. When this happens, you may be unable to access the Platform, and you may be unable to use the Loan Card or obtain information about the Loan Card. Please notify Synapse if you have any problems using the Loan Card or Platform Website and/or Mobile App. You agree that we nor Synapse 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.
- 12.5. **Governing Law.** This Agreement shall be governed by the laws of the State of Tennessee; except that rights and duties as between persons constituting the User with respect to property owned by them jointly shall be determined by the laws of the jurisdiction ordinarily applicable to such persons and property.
- 12.6. **Other Miscellaneous Term.** The Card and your obligations under this Agreement may not be assigned. We may transfer our 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. We do not waive our 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, the validity or enforceability of any other provision of this Agreement shall not be affected.

13. **ARBITRATION.**

PLEASE READ THE FOLLOWING ARBITRATION PROVISION CAREFULLY. IT PROVIDES FOR MANDATORY ARBITRATION OF CONSUMER CLAIMS (SUBJECT TO SOME EXCEPTIONS), INSTEAD OF COURT PROCEEDINGS. IF YOU OR WE ELECT ARBITRATION OF A CLAIM, NEITHER WILL HAVE THE RIGHT TO PURSUE THAT CLAIM BEFORE A JUDGE OR JURY IN COURT OR TO PARTICIPATE IN A CLASS ACTION PROCEEDING. RIGHTS YOU WOULD HAVE IN COURT THAT MAY BE LIMITED OR UNAVAILABLE IN ARBITRATION INCLUDE THE RIGHT TO CONDUCT DISCOVERY OR TO APPEAL. FEES AND EXPENSES OF ARBITRATION MAY BE HIGHER THAN THOSE ASSOCIATED WITH COURT PROCEEDINGS. THE ARBITRATOR'S DECISION WILL BE BINDING, EXCEPT AS PROVIDED BELOW.

- 13.1. **Agreement to Arbitrate.** Upon the election of either you or us, any Claims (as defined below), except for Claims filed in a small claims court, may be resolved by mandatory, binding arbitration. The small claims court exclusion applies only so long as the dispute remains in the small claims court and is an individual (non-class, non-representative) Claim. If a Claim asserted in small claims court is transferred or appealed to a different court, either you or we may then elect mandatory, binding arbitration pursuant to this Arbitration Provision. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the Federal Arbitration Act (the "FAA").

13.2. **Definitions for Arbitration Provision.** As used in this Arbitration Provision, the following terms have the following definitions. As used in this Arbitration Provision, the words "we", "our," and "us" mean the Bank, its parent company, and its direct and indirect subsidiaries and affiliates, together with their employees, officers, directors, successors, and assigns. In addition, "we", "our," and "us" includes Lender and Synapse. The words you, your, and yours refer to Consumer cardholders, anyone with the authority to deposit, withdraw or exercise control over funds associated with the Loan Card, and anyone with a beneficial interest in the Loan Card. The word "Consumer" means a natural person who has a Loan Card primarily for personal, family or household purposes. The word Claim means any claim, controversy, or dispute of any kind arising from or relating to the Loan Card or any relationship arising from or related to the Loan Card. The word Claim includes, but is not limited to, any claim, controversy or dispute involving one or more of the following:

- the formation, application, enforceability, or interpretation of this Arbitration Provision or other part of this Agreement;
- any advertisements, solicitations, disclosures or other communications relating to the Loan Card, whether made before or after the Loan Card was issued
- the opening, administration and termination of the Loan Card;
- any transactions and fees involving the Loan Card;
- any products or services (whether provided by us or a third party) related to or offered in connection with the Loan Card;
- any use or disclosure of information about you or the Loan Card;
- any other matters relating to the Loan Card or your relationship with us

13.3. **All Claims Subject to Arbitration Provision.** All Claims are subject to this Arbitration Provision, regardless of whether the Claim: (i) previously existed, is now existing (whether discovered or undiscovered) or arises later; (ii) is based on a theory of contract, tort (including intentional tort), negligence, agency or other vicarious liability, fraud, statute, regulation, constitution, or any other source of law or equity; (iii) seeks monetary damages, or declaratory, injunctive relief, or other remedy or relief; (iv) is asserted as an initial claim, counterclaim, crossclaim, interpleader action, third-party claim or other action; or (v) is asserted as an individual claim or as part of a class action or other representative or collective action. (Any Claim asserted as part of a class action or other representative or collective action shall proceed in arbitration on an individual basis as set forth below.) Authorized users on a single credit account or multiple credit accounts for which the same account holders are legally responsible will be treated as one person for this purpose. All questions about whether disputes are subject to arbitration shall be resolved by interpreting this arbitration provision in the broadest way the law will allow it to be enforced.

13.4. **Initiation of Arbitration.** The party electing arbitration must use the arbitration administrator shown below and follow its rules and procedures, except as otherwise stated in this Arbitration Provision. Copies of its current rules, procedures, forms, and related information, including information about how to file a Claim, maybe obtained by contacting the Administrator as follows:

- American Arbitration Association
- Case Filing Services
- 1101 Laurel Oak Road, Suite 100
- Voorhees, NJ 08043
- Toll free number: 877-495-4185
- <http://www.adr.org>

- 13.5. Except for the small claims court exclusion set forth above, either you or we may ask an appropriate court to compel arbitration, or stay litigation pending arbitration, of any Claim, even if the Claim is part of a lawsuit in court. A party who has asserted a Claim in a lawsuit may nevertheless elect mandatory arbitration with respect to any Claims subsequently asserted in that lawsuit by any other party. Delay in exercising these rights shall not waive such rights. Failure to exercise arbitration rights with respect to a particular Claim shall not waive your right or our right to demand arbitration of any other Claim. If the Administrator declines to administer a Claim in arbitration, then either party shall have the right to proceed with the Claim as a lawsuit in court, in which case the Class Action Waiver set forth below still applies.
- 13.6. **Class Action and Jury Waiver.** You and we hereby knowingly and voluntarily (1) waive the right to proceed as part of any class action and (2) waive the right to a trial by jury of any and all Claims. No Claim submitted to arbitration is heard by a jury or may be brought as a class action or as a private attorney general. You do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim submitted to arbitration (Class Action Waiver). Any Claim resolved by arbitration shall be arbitrated on an individual basis by a single arbitrator. 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.
- 13.7. **Severability.** You and we hereby knowingly and voluntarily (1) waive the right to proceed as part of any class action and (2) waive the right to a trial by jury of any and all Claims. No Claim submitted to arbitration is heard by a jury or may be brought as a class action or as a private attorney general. You do not have the right to act as a class representative or participate as a member of a class of claimants with respect to any Claim submitted to arbitration (Class Action Waiver). Any Claim resolved by arbitration shall be arbitrated on an individual basis by a single arbitrator. 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.
- 13.8. **Arbitration Procedures and Law.** A single arbitrator chosen by the Administrator will resolve Claims pursuant to the rules and procedures of the Administrator and this Arbitration Provision. This Arbitration Provision will govern in the event of conflict with the Administrator's rules and procedures. Discovery procedures available to parties will be limited by the Administrator's rules and procedures. The arbitrator will apply applicable substantive law consistent with the FAA and applicable statutes of limitations and honor legally recognized claims of privilege. The arbitrator will have the power to award any damages or other relief that would be available in court and is permitted under the terms and conditions of this Agreement, but only with respect to the named parties and the Claims being arbitrated. The arbitrator and this Arbitration Provision will not be subject to federal, state, or local rules of procedure and evidence applicable to lawsuits or to state or local laws relating to arbitration. Either party may choose to have an arbitration hearing and to be represented by counsel. An arbitration hearing may be conducted by telephone if the parties agree. Any participatory arbitration hearing that you attend in person will occur at a place designated by the Administrator at a location within the federal judicial district that includes your billing address or at some other place agreed upon by you and us. The arbitrator will use reasonable efforts to protect confidential information if requested to do so by any party. The arbitrator will make any award in writing and, upon a timely written request, provide a written statement of reasons for the award.

- 13.9. **Costs of Arbitration.** You and we will be responsible for paying the fees of the arbitrator and any administrative fees charged by the Administrator according to the rules and procedures of the Administrator. We will also pay or reimburse you for all or part of other arbitration fees, if the arbitrator determines there is good reason to do so, and we will pay any fees and costs, which we are required to pay by law or by the rules and procedures of the Administrator. In addition, in the event that you receive an arbitration award that is greater than our last written settlement offer, the arbitrator shall have the discretion to require us to pay your attorneys' fees and
- 13.10. **Finality of Arbitration.** The arbitrator's decision is final and binding on the parties, except for any right of appeal provided by the FAA. Costs will be allocated in the same way as costs are allocated in arbitration by a single arbitrator. A final and binding award is subject to judicial review only as provided by the FAA. An arbitration award will be enforceable under the FAA by any court having jurisdiction.
- 13.11. **Survival of Arbitration Provision.** This Arbitration Provision shall survive: (i) termination or changes in the Loan Card Agreement and/or related agreements or programs, the account, and the relationship between you and us concerning the account and related programs; (ii) bankruptcy of any party; and (iii) any sale, assignment or other transfer of the account, or any amounts owed on the account. Any different agreement regarding arbitration of Claims must be agreed in writing.

14. **AMENDMENT AND CANCELLATION.**

- 14.1. **Amendments.** Upon the election of either you or us, any Claims (as defined below), except for Claims filed in a small claims court, may be resolved by mandatory, binding arbitration. The small claims court exclusion applies only so long as the dispute remains in the small claims court and is an individual (non-class, non-representative) Claim. If a Claim asserted in small claims court is transferred or appealed to a different court, either you or we may then elect mandatory, binding arbitration pursuant to this Arbitration Provision. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the Federal Arbitration Act (the "FAA").
- 14.2. **Cancellation.** Upon the election of either you or us, any Claims (as defined below), except for Claims filed in a small claims court, may be resolved by mandatory, binding arbitration. The small claims court exclusion applies only so long as the dispute remains in the small claims court and is an individual (non-class, non-representative) Claim. If a Claim asserted in small claims court is transferred or appealed to a different court, either you or we may then elect mandatory, binding arbitration pursuant to this Arbitration Provision. This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed by and enforceable under the Federal Arbitration Act (the "FAA").
- 14.2.1. **Cancellation by Bank.** If your Synapse Credit Line Agreement is terminated, we will cancel your Loan Card and this Agreement. We may cancel or suspend your Loan Card or this Agreement at any time without notice to you and you will have no right to compel Bank to grant access to Bank services, either initially or after a Loan Card is issued.
- 14.2.2. **Cancellation associated with Platform.** Your Loan Card and this Agreement will be canceled if your relationship with Platform is terminated.
- 14.2.3. **Cancellation by You.** You may cancel your Loan Card or this Agreement by notifying Synapse.
- 14.3. **Effect of Cancellation.** Cancellation of this Agreement will not affect any of our, Synapse's or Lender's rights or your obligations arising under this Agreement prior to cancellation. If your Loan Card is canceled, closed or terminated for any reason, you may continue to withdraw your funds available through your Synapse Credit Line Agreement in the manner provided therein.

costs. Otherwise, each party will bear its own attorneys' fees and costs, regardless of who prevails.