

Cross River Bank Card Agreement

Version 1 – Last Updated: 4/13/2023

This Cross River Bank Card Agreement ("**Card Agreement**") establishes the terms and conditions between the company seeking a Customer Account ("**Customer**," "**you**," or "**your**") and Cross River Bank, a New Jersey state-chartered bank ("**Bank**," "**we**," "**us**," or "**our**"). The Customer Account is made available to you in connection with your corporate account with Finfare, Inc. ("**Finfare**") that you use to access Finfare services (the "**Finfare Account**"). Capitalized terms used in this Card Agreement and not otherwise defined have the meaning provided in Section 4 (Definitions).

PLEASE READ THIS CARD AGREEMENT CAREFULLY BECAUSE IF YOU USE OR ACTIVATE ANY CARDS YOU'RE INDICATING THAT YOU ACCEPT THE TERMS OF THIS CARD AGREEMENT.

1. Managing and Using Cards

Applying for, Receiving, and Activating Cards

You must complete an application and be approved for or have opened a Finfare Account, and maintain it in good standing, to request or be issued Cards. Administrators may request Cards for Cardholders through your Finfare Account. You are solely responsible for any actions Administrators take on your behalf and only persons Authorized by Customer are permitted to initiate Charges on issued Cards. Cards must be activated prior to use. Activation instructions are provided to Cardholders with delivery of physical Cards or through your Finfare Account for virtual Cards.

You authorize us to investigate the Customer, Cardholders, and principals when opening or reviewing the Customer Account. The Customer Account may be subject to annual or more frequent review, and we may reinvestigate and reevaluate the Customer Account at any time and require additional information (including additional financial information) or otherwise verify your current credit standing. You will promptly provide us all information we request. We may exchange information with Finfare, business credit reporting agencies, or other financial service providers the Customer may use when evaluating the Customer Account. We may also request additional information from credit reporting agencies using information that you have provided, and may report the performance of your account to one or more credit reporting agencies.

We may, in our sole discretion, refuse to issue any requested Card. We also have the right to cancel, revoke, or suspend any Card at any time without notice. We will issue renewal and replacement Cards to each Cardholder until you tell us to stop, or until we cancel, revoke, or suspend any Card, or until this Agreement is terminated. Every Card issued under the Customer Account remains our property, and you agree to destroy any Card and to discontinue its use upon our request.

To help the government fight the funding of terrorism and money laundering activities, US Federal law requires that we and other financial institutions obtain, verify, and record information identifying companies and their beneficial owners. You agree to provide the required information when opening your Finfare Account and further agree to keep such information current. This information may be shared with us for these purposes.

Using Cards

Cardholders may only use Cards to make bona fide business purchases on behalf of Customer at merchants that accept payment over the Card Network. Customer may manage and administer the Cards through Customer's Finfare Account. Through the Finfare Account, Customer may impose limitations on a Cardholder's use of a Card including, but not limited to, merchant category and velocity controls.

We will determine a Customer Credit Limit and may adjust this Customer Credit Limit at any point. While we may not disclose the Customer Credit Limit to Cardholders, Charges will reduce the Customer Credit Limit and Charges in excess of the Credit Limit may be denied. Temporary grants to increase either the Customer Credit Limit or on specific Cards, where permitted, may not affect future limits. We may increase or decrease the Customer Credit Limit at any time at our sole discretion and without prior notice to you or the Cardholder. We may require you to pay any Balance that exceeds the Customer Credit Limit immediately.

Prior to final determination by a merchant of the amount owed pursuant to a Charge, we may place a hold on a Card and reduce your Credit Limit by the amount of the temporary hold until the merchant or Card Network releases the hold. For example, a hotel may authorize a \$250 Charge for incidentals upon an employee's arrival but will not submit a Charge to the Card Network until the employee's departure once the actual costs of incidentals are known; and in such case, we may place a hold on the account and reduce your Credit Limit by \$250.

Limitations on Use

Cards may not be used for any unlawful purpose, for any personal, family, household, or other use not for Customer's benefit, or for any activities on the [Finfare Prohibited Activity List](#) or otherwise prohibited by Finfare.

We may decline to authorize or reverse Charges or suspend Cards for any reason including violation of this section, suspected fraud, or reevaluation of creditworthiness of Customer. We are not responsible for losses you incur from declined or reversed Charges.

Receipts, Reporting Errors, and Disputing Charges

You, or your designated Cardholder, will contact Finfare as described in the [Finfare Services Agreement](#) if you believe a Charge was made in error or was unauthorized, or if you believe your periodic statement contains any errors. You, or your designated Cardholder, must report any Disputed Charge or error no more than 60 days after the Disputed Charge is posted to your Customer Account. We will not process any Disputed Charges reported more than 60 days after

the Disputed Charge or error posted to your Customer Account. Notices for Disputed Charges must specify the Customer, Cardholder, details about the Transaction, and an explanation of your belief that the Disputed Charge was made in error or was unauthorized. The information you or your designated Cardholder submits will be reviewed in a commercially reasonable manner.

By accepting this Card Agreement, you assign and transfer to us or our agents any rights and claims, excluding tort claims, that you may have against a merchant for any Disputed Charge fully or partially credited to the Customer Account.

Security and Responsibility for Unauthorized Charges

You and Cardholders are responsible for securing Cards, account numbers and Card security features (including the CVV and PIN). Customer is responsible for Charges, fees and penalties resulting from Cardholders' failure to exercise reasonable care in safeguarding Cards from loss or theft, or failure to promptly report loss or theft, or to cancel Cards for Cardholders who are no longer authorized, and for all other Transactions on Cards issued to Customer or Cardholders.

If Customer at any time wishes to cancel or suspend any outstanding Card, an Administrator shall notify the Bank through the Finfare Account management tool of the requested action and the requested date of such action. Upon the cancellation or suspension of any Card, Customer promptly will notify the Cardholder and will use its best efforts to obtain the canceled or suspended Card and destroy the Card and Bank will use best efforts to terminate or suspend the Card functionality. Notwithstanding such cancellation or suspension of a Card, Customer, and not Bank or Finfare, shall remain liable for all outstanding balances incurred by the use of such Card, including all outstanding balances for Transactions that may be posted to the Customer Account after cancellation or suspension, as well as all fees or Transactions of any type with respect to such Card.

Suspending or Closing your Account

We may close or suspend a Customer Account or any Card, or refuse to authorize any Charge, in our sole discretion and without notice to you. We may condition the reactivation of suspended Cards or the Customer Account upon payment of the Balance or the deposit of a reserve amount as determined by us in our sole discretion; or may require Customer to provide information we believe is reasonably necessary to comply with legal or regulatory requirements.

You may request to close the Customer Account by providing Notice through your Finfare Account. You must pay the Balance and all other amounts owed under this Card Agreement and the Finfare Services Agreement, as applicable, prior to closure of the Customer Account by you or us.

For purposes of clarity, you remain liable for all obligations resulting from the use of the Customer Account, even after Bank or you receives written notice of termination. You also remain obligated to pay Bank all amounts owed on the Account, including any amounts for which you have not yet been billed.

Notwithstanding any termination, you shall pay all amounts due on the Customer Account according to the terms and conditions of this Agreement. Neither termination nor suspension of this Agreement or the Customer Account will affect your existing obligations or Bank's rights or remedies under this Agreement.

2. Fees, Payment, and Penalties

Fees and Penalties

Any associated fees and penalties are disclosed to you in a separate fee schedule, which may be amended by Bank in the same manner as this Agreement or as otherwise agreed by Customer and the Bank from time to time in writing. Fees and penalties may include periodic fees, foreign transaction fees, penalties for misuse, penalties for late or failed payments, and other fees disclosed by Finfare. All fees or penalties owed are in addition to amounts owed for Charges on the Customer Account.

Foreign Transactions

Charges you make in a currency other than in United States Dollars (USD) will be converted into USD. The relevant Card Network will select exchange rates from a range of available exchange rates available on the date the Charges are cleared over the Card Network; therefore, the exchange rate of the Charge may vary from the exchange rate at the time of the Transaction.

Promise to Pay; Entire Balance Due

You promise to pay the entire Balance set forth on your periodic statement as and when payment is due in accordance with the terms of this Card Agreement and the Finfare Services Agreement. This includes all Charges made by Cardholders, by persons authorized to act on your or a Cardholder's behalf or given access Cards by Cardholders. You shall pay all of the statement Balance, no matter how it is incurred, for what it is incurred (even if incurred for a purpose not permitted under this Agreement), or who has incurred it. You further promise to pay all fees or penalties incurred through use of Cards for such Charges. You will pay all amounts owed in USD.

All Charges, fees, and penalties incurred on the Customer Account will be reflected in your periodic statement and made available to you through your Finfare Account. You will pay all amounts in the Periodic Statement as directed through your Finfare Account or as otherwise directed by us.

We can declare the Balance immediately due and payable on demand where you: (a) fail to pay the full amount owed on your Customer Account when it becomes due; (b) breach this Card Agreement; (c) provide any false or misleading information or fail to maintain information as current while this Card Agreement is in effect; (d) you are in default under any other agreement with us or Finfare; (e) you do or we believe you may cease to exist, take any action to dissolve or wind up your affairs, engage in voluntary or involuntary bankruptcy filings or such case is filed by or against you, or a receiver or trustee for the benefit of creditors is appointed for you, or you or we close the Customer Account.

Default

The Customer Account may be in default where you breach this Card Agreement, do not pay amounts owed when due, or file for dissolution or bankruptcy; or where you open or maintain the Customer Account using inaccurate or false information.

If we determine that the Customer Account is in default, the Customer Credit Limit may be reduced, Charges may not be authorized, new Cards may not be issued, and we may deem all amounts immediately due even before the end of statement period.

Failure to Pay and Collections

You will pay all reasonable costs, including legal fees, we may incur while collecting amounts owed by Customer under this Card Agreement. You agree to pay all costs and disbursements, including reasonable attorney fees, incurred by us to collect the Balance or to enforce your obligations under this Agreement.

Security Interest and Setoff

To secure the Balance, you hereby grant us a security interest in and a right of setoff against all amounts and property of yours now or hereafter in possession of or on deposit with us, whether held in general or special account or deposit or for safekeeping or otherwise. The forgoing is subject to any limitations imposed by applicable federal or state law and in addition to other remedies available to us. Every such security interest and right of setoff may be exercised without demand upon or notice to you. No security interest or right of setoff will be deemed to have been waived by any act or conduct on our part, or any failure to enforce such security interest or to exercise such right of setoff, or by any delay in doing so. Every security interest and right of setoff will continue in full force and effect until such security interest or right of setoff is specifically waived or released by an instrument in writing executed by us. If you have other loans from us, or if you take out other loans with us in the future, collateral securing those loans will also secure your obligations under this Agreement, unless we otherwise agree in writing.

3. Additional Terms

Notices and Communications

You consent to accept Notices electronically and understand this has the same legal effect as a physical signature. We or Finfare may send Notices to your Finfare Account or to the Cardholder email addresses or phone numbers maintained in your Finfare Account, as detailed in the Finfare Services Agreement. You agree to keep all contact information in your Finfare Account current.

You understand that acceptance of electronic Notices is required under this Card Agreement and that you may only withdraw this consent by closing the Customer Account.

Disclaimer of Warranties

We disclaim all warranties expressed or implied in connection with the Card service, and any such warranties are hereby expressly excluded. We do not warrant that the Card service shall be error free or that the use of the Card Service shall be uninterrupted. YOU WAIVE ALL WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

Limitations of our Liability

We are not liable to Customer for consequential, indirect, special, punitive, putative, or exemplary damages, lost profits, or lost revenues; whether or not we were advised of the possibility of such damages, and regardless of the legal theory on which the claim for damages is based. YOU AGREE TO THE MAXIMUM EXTENT PERMITTED BY LAW THAT: IN NO EVENT WILL WE BE LIABLE UNDER ANY THEORY AT LAW OR IN EQUITY FOR ANY DAMAGES THAT YOU OR ANY OTHER PERSON MAY INCUR OR SUFFER IN CONNECTION WITH THE CARD SERVICE OR THIS CARD AGREEMENT THAT ARE NOT DIRECT, ACTUAL DAMAGES RESULTING FROM OUR BAD FAITH, GROSS NEGLIGENCE OR WILLFUL MISCONDUCT IN PROVIDING THE CARD SERVICE; AND, WE WILL NOT IN ANY EVENT BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, PUNITIVE, SPECIAL OR SPECULATIVE LOSSES OR DAMAGES (INCLUDING LOST PROFITS, GOOD WILL AND OPPORTUNITIES) EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITIES OF SUCH DAMAGES AND REGARDLESS OF THE TYPE OF CLAIM. We shall not in any event be liable for (a) any loss, damage or injury caused by any act or omission of any third party, whether or not such third party was chosen by us, (b) any charges imposed by any third party, or (c) any loss, damage or injury caused by any failure of the hardware or software used by a third party to provide the Card Service to you. In addition, we shall not be responsible for, or incur any liability to you for any failure or delay in carrying out any of our obligations under this Agreement, if such failure or delay was caused by any third party.

Representations, Warranties, and Covenants

You represent, warrant, and covenant that (a) Customer is duly organized and is validly existing and in good standing under the laws of its state of organization, is duly qualified to do business or conduct its affairs in each jurisdiction where it does business or conducts its affairs, and has the full power and authority to carry on its business or affairs as presently conducted; (b) you have full power, capacity, and authority to enter into and perform all obligations under this Card Agreement; (c) entering into and performing all obligations under this Card Agreement are not inconsistent with any of the Customer's governing documents, and do not and will not contravene any provision of or constitute a default under any contract or other instrument binding Customer; (d) all information that you have provided and will provide at any time in the future to us is and will be accurate, and upon request, an appropriate officer of the Customer will certify the accuracy of all such information regarding the Customer; and (e) at our request you will deliver in a form acceptable to us any legal documents, financial statements, or other information we may reasonably require to verify the representations and warranties contained in this paragraph. You

agree to notify us promptly of any significant change in your business or affairs that has or may have a material adverse effect on your ability to perform your obligations hereunder.

Governing Law, Severability

This Card Agreement is entered into between you and us in the State of New Jersey, and your Account and this Card Agreement, and any claim, dispute or controversy arising from or relating to your Account or this Card Agreement, regardless of the place where you live, is governed by, and construed in accordance with, the laws of the State of New Jersey, without regard to New Jersey's conflict of laws principles, and applicable federal laws and regulations. The legality, enforceability and interpretation of this Agreement and the amounts contracted for under this Card Agreement also are governed by New Jersey law and applicable provisions of federal law, and all amounts granted under this Agreement are extended from the State of New Jersey.

If any part of the Card Agreement is unenforceable, this will not make any other part unenforceable.

Binding Arbitration

PLEASE READ THIS "BINDING ARBITRATION" PROVISION VERY CAREFULLY. IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US.

You and we agree that any and all past, present and future Disputes shall be determined by arbitration, unless your Dispute is subject to an exception to this agreement to arbitrate set forth below. You and we further agree that any arbitration pursuant to this Section shall not proceed as a class, group or representative action. The award of the arbitrator may be entered in any court having jurisdiction.

We want to address your concerns without the need for a formal legal dispute. Before filing a claim against us, you agree to try to resolve the Dispute informally by Notifying us of the actual or potential Dispute. Similarly, we will provide Notice to you of any actual or potential Dispute to endeavor to resolve any claim we may possess informally before taking any formal action. The party that provides the notice of the actual or potential Dispute (the "**Notifying Party**") will include in that notice (a "**Notice of Dispute**") the name of Customer, the Notifying Party's contact information for any communications relating to such Dispute, and sufficient details regarding such Dispute to enable the other party (the "**Notified Party**") to understand the basis of and evaluate the concerns raised. If the Notified Party responds within ten (10) business days after receiving the Notice of Dispute that it is ready and willing to engage in good faith discussions in an effort to resolve the Dispute informally, then each party shall promptly participate in such discussions in good faith.

If, notwithstanding the Notifying Party's compliance with all of its obligations under the preceding paragraph, a Dispute is not resolved within 30 days after the Notice of Dispute is sent (or if the Notified Party fails to respond to the Notice of Dispute within ten (10) business days), the Notifying Party may initiate an arbitration proceeding as described below. If either party purports to initiate arbitration without first providing a Notice of Dispute and otherwise complying with all

of its obligations under the preceding paragraph, then, notwithstanding any other provision of this Agreement, the arbitrator(s) will promptly dismiss the claim with prejudice and will award the other party all of its costs and expenses (including, but not limited to, reasonable attorneys' fees) incurred in connection with such Dispute.

You and we both agree to arbitrate. You and we each agree to resolve any Disputes that are not resolved informally as described above through final and binding arbitration as discussed herein, except as set forth under "Exceptions to Agreement To Arbitrate" below.

You and we agree that the American Arbitration Association ("**AAA**") will administer the arbitration under its Commercial Arbitration Rules (the "**Rules**"). The Rules are available at www.adr.org or by calling the AAA at 1-800-778-7879. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a general Demand for Arbitration.) Arbitration will proceed on an individual basis and will be handled by a sole arbitrator. The single arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA's roster of arbitrators. If the parties are unable to agree upon an arbitrator within fourteen (14) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules. The arbitrator(s) shall be authorized to award any remedies, including, but not limited to, injunctive relief, that would be available to you in an individual lawsuit, subject to any effective and enforceable limitations of liability or exclusions of remedies set forth herein. Notwithstanding any language to the contrary in this paragraph, if a party seeks injunctive relief that would significantly impact our other customers as reasonably determined by either party, the parties agree that such arbitration will proceed on an individual basis but will be handled by a panel of three (3) arbitrators. Each party shall select one arbitrator, and the two party-selected arbitrators shall select the third, who shall serve as chair of the arbitral panel. That chairperson shall be a retired judge or an attorney licensed to practice law and with experience arbitrating or mediating disputes. In the event of disagreement as to whether the threshold for a three-arbitrator panel has been met, the sole arbitrator appointed in accordance with this Section shall make that determination. If the arbitrator determines a three-person panel is appropriate, the arbitrator may -- if selected by either party or as the chair by the two party-selected arbitrators -- participate in the arbitral panel. Except as and to the extent otherwise may be required by law, the arbitration proceeding and any award shall be confidential.

You and we further agree that the arbitration will be held in the English language in New York, New York, or, if you so elect, all proceedings can be conducted via videoconference, telephonically or via other remote electronic means. Filing costs and administrative fees shall be paid in accordance with the AAA Rules; provided that the prevailing party will be entitled to recover its reasonable attorneys' fees, expert witness fees, and out-of-pocket costs incurred in connection with the arbitration proceeding, in addition to any other relief it may be awarded. This agreement to arbitrate shall be construed under and be subject to the Federal Arbitration Act, notwithstanding any other choice of law set out in this Agreement.

You and we agree that, notwithstanding anything to the contrary in the Rules, the arbitration of any Dispute shall proceed on an individual basis, and neither you nor we may bring a claim as a part of a class, group, collective, coordinated, consolidated or mass arbitration (each, a "**Collective**

Arbitration"). Without limiting the generality of the foregoing, a claim to resolve any Dispute against us will be deemed a Collective Arbitration if (i) two (2) or more similar claims for arbitration are filed concurrently by or on behalf of one or more claimants; and (ii) counsel for the claimants are the same, share fees or coordinate across the arbitrations. "**Concurrently**" for purposes of this provision means that both arbitrations are pending (filed but not yet resolved) at the same time.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR WE SHALL BE ENTITLED TO CONSOLIDATE, JOIN OR COORDINATE DISPUTES BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE OR LITIGATE ANY DISPUTE IN A REPRESENTATIVE CAPACITY, INCLUDING, BUT NOT LIMITED TO, AS A REPRESENTATIVE MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. IN CONNECTION WITH ANY DISPUTE, ANY AND ALL SUCH RIGHTS ARE HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVED. Without limiting the foregoing, any challenge to the validity of this paragraph shall be determined exclusively by the arbitrator.

Notwithstanding your and our agreement to arbitrate Disputes, You and we retain the right to bring an individual action in small claims court.

Except as otherwise required by applicable law or provided in this Agreement, in the event that the agreement to arbitrate is found not to apply to you or your Dispute, you and we agree that any judicial proceeding may only be brought in a court of competent jurisdiction in New York, New York. Both you and us irrevocably consent to venue and personal jurisdiction there; provided that either party may bring any action to confirm an arbitral award in any court having jurisdiction.

This agreement to arbitrate shall survive the termination or expiration of this Agreement. With the exception of the provisions of this agreement to arbitrate that prohibit Collective Arbitration, if a court decides that any part of this agreement to arbitrate is invalid or unenforceable, then the remaining portions of this agreement to arbitrate shall nevertheless remain valid and in force. In the event that a court finds the prohibition of Collective Arbitration to be invalid or unenforceable, then the entirety of this agreement to arbitrate shall be deemed void (but no provisions of this Agreement unrelated to arbitration shall be void), and any remaining Dispute must be litigated in court pursuant to the preceding paragraph.

The existence of and all information regarding any Dispute will be held in strict confidence by the parties and will not be disclosed by either party except as reasonably necessary in connection with the conduct of the arbitration or the confirmation or enforcement of any arbitral award. Any such permitted disclosure will, to the maximum extent reasonably practicable, be made subject to obligations of confidentiality at least as stringent as the provisions of this paragraph. If any disclosure of information regarding any Dispute is required under applicable law, the parties shall reasonably cooperate with one another to obtain protective orders or otherwise to preserve the confidentiality of such information.

Changes to this Card Agreement

We can change any of the terms of this Card Agreement at any time by providing Notice at least 7 days prior to the effective date of the changes; provided, however, that we may only make changes to fees 30 days prior to the effective date of the changes. If you use your Card after the effective date of the change, you will be considered to have agreed to the new terms. Changes which we make can apply to any outstanding Balance and to any future Transactions on the Customer Account.

No Waiver of Bank Rights

Any waiver, modification, or indulgence provided to Customer, of any kind or at any time, only applies to the specific instance involved. It is not a general waiver or a waiver, modification, or indulgence under this Card Agreement for any other or future acts, events, or conditions. Any delay by us in enforcing its rights does not forfeit our rights under this Card Agreement.

Assignment

We may transfer, sell, or assign the Customer Account, this Card Agreement, or any other rights or obligations under this Card Agreement without providing you Notice. You may not transfer, sell, or assign the Customer Account, Cards, or this Card Agreement or any obligations under this Card Agreement to another person or entity.

Entire Agreement

This Card Agreement constitutes the entire understanding between you and us for issuance of Cards. No other agreements, representations, or warranties other than those provided in this Card Agreement are binding unless in writing and signed by us.

Amendments

Bank may add to, delete, or amend this Agreement at any time in its sole discretion without providing notice to Customer, an Administrator, or a Cardholder subject to applicable law. Where we are required by applicable law, bank will provide you with 45 days advance notice of any change to this Agreement. We reserve the right, subject to applicable law, to deliver to Customer any notice of changes to existing terms or the addition of new terms by posting an updated version of this Agreement on Finfare's website at finfare.com or delivering notice of changes to Customer electronically.

Definitions

The capitalized words in this Card Agreement are defined as follows:

"**Administrator**" means any Customer employee designated as an administrator of Customer's Finfare Account.

"**Balance**" means all amounts charged to the Customer Account at any time, including Charges, fees, attorneys' fees or collection costs, and any other fees or Charges that we are permitted to add to the Customer Account by this Card Agreement or otherwise.

"**Card**" means a physical or virtual corporate payment card with a unique sixteen (16) digit number issued to a Cardholder under the Customer Account.

"**Card Agreement**" means this Cross River Bank Card Agreement as modified.

"**Cardholder**" means the employee or other person to whom Cards are issued and is authorized to transact on Customer's behalf.

"**Card Network**" means the payments card network operated by Mastercard.

"**Charge**" means the payment for a Transaction using a Card over the Card Network.

"**Customer**" and "**you**" means the company holding a Finfare Account that has or is applying to have Cards issued to Cardholders.

"**Customer Account**" means the account and records, including the Customer Credit Limit, maintained by us for Customer including all its Cardholders.

"**Customer Credit Limit**" means the spending limit that is established for all Cards issued to the Customer.

"**Dispute**" means any dispute, claim, or controversy between you and us that arises out of or relates to (i) this Card Agreement (including, but not limited to, any addenda hereto or other terms incorporated herein by reference), (ii) the breach, termination, enforcement, interpretation or validity hereof, including, but not limited to, the determination of the scope or applicability of the agreement to arbitrate hereunder, or (iii) any Card Transaction.

"**Disputed Charge**" means a Charge that you report as erroneous or unauthorized.

"**Finfare**" means Finfare, Inc.

"**Finfare Services Agreement**" means the agreement executed between you and Finfare for the use of Finfare Services; Finfare Services means expense and corporate card management, reporting, and other services provided by Finfare; Finfare Account means your account with Finfare for use of the Finfare Services.

"**Notices**" means any notices and communications under this Card Agreement whether sent physically or electronically.

"**Transaction**" means the agreement between the Customer or Cardholder and a merchant for the exchange of goods or services.

