

Finfare Services Agreement

Version 1.01 - Last Updated: 10/04/2023

This Services Agreement is made between Finfare, Inc. (together with our affiliates, “Finfare”, “we” or “our”) and the entity that is applying for or has opened a Finfare Account (the “Customer”, “you” or “your”) and governs your use of the Services. Capitalized terms used in this Services Agreement, unless otherwise defined herein, have the meaning provided in Section 6.

BY SUBMITTING YOUR APPLICATION TO OPEN A FINFARE ACCOUNT OR OTHERWISE USING THE SERVICES, YOU CONSENT TO THIS SERVICES AGREEMENT, ADDENDA, SUPPLEMENTAL TERMS AND ALL TERMS AND CONDITIONS, AGREEMENTS AND POLICIES CONTAINED OR REFERENCED HEREIN, INCLUDING, BUT NOT LIMITED TO, THE APPLICABLE CARD TERMS, THE FINFARE PRIVACY POLICY, AND THE FINFARE E-SIGN ACT AGREEMENT, EACH OF WHICH IS HEREBY INCORPORATED BY REFERENCE.

IF YOU DO NOT AGREE TO THIS SERVICES AGREEMENT, PLEASE DO NOT APPLY FOR, OPEN OR MAINTAIN A FINFARE ACCOUNT OR USE THE SERVICES IN ANY MANNER WHATSOEVER.

WE MAY MODIFY THIS SERVICES AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY ADDENDA, SUPPLEMENTAL TERMS OR POLICIES REFERENCED HEREIN, BY POSTING AN AMENDED VERSION FROM TIME TO TIME. THE AMENDED VERSION WILL BE EFFECTIVE AT THE TIME WE POST IT, UNLESS OTHERWISE NOTED. IF SUCH MODIFICATION CONSTITUTES A MATERIAL CHANGE TO THE SERVICES AGREEMENT, WE WILL PROVIDE YOU WITH REASONABLE PRIOR NOTICE BEFORE THE MODIFICATIONS BECOME EFFECTIVE AS TO YOU. THE MODIFIED SERVICES AGREEMENT MAY TAKE EFFECT IMMEDIATELY IN EXIGENT CIRCUMSTANCES, INCLUDING, BUT NOT LIMITED TO, WHERE REQUIRED TO COMPLY WITH APPLICABLE LAW, REGULATION OR PAYMENT NETWORK RULES OR TO AVOID OR MITIGATE ANY MATERIAL RISK, LOSS OR DAMAGE. IF YOU DO NOT ACCEPT ANY SUCH MODIFICATION, YOU MUST CANCEL YOUR FINFARE ACCOUNT. IF YOU CONTINUE TO USE THE SERVICES OR CARDS AFTER ANY SUCH MODIFICATION TAKES EFFECT AS PROVIDED IN THE APPLICABLE NOTICE, YOU WILL BE DEEMED TO HAVE CONSENTED TO THE AMENDED SERVICES AGREEMENT.

ALTERNATIVELY, AND NOTWITHSTANDING THE FOREGOING, FINFARE MAY (BUT HAS NO OBLIGATION TO) PROVIDE IN ANY SUCH NOTICE OF ANY MODIFICATION TO THIS SERVICES AGREEMENT THAT SUCH MODIFICATION WILL TAKE EFFECT ONLY UPON AFFIRMATIVE ACCEPTANCE THEREOF BY CUSTOMER VIA EMAIL OR ANOTHER MEANS OF COMMUNICATING SUCH CONSENT AS DESCRIBED IN SUCH NOTICE. IN THAT EVENT, FINFARE MAY TERMINATE YOUR FINFARE ACCOUNT AND ANY FURTHER RIGHT TO USE ANY SERVICES OR CARD UPON NOTICE IF YOU

DO NOT TIMELY ACCEPT THE PROPOSED MODIFICATION IN ACCORDANCE WITH THE METHOD DESCRIBED IN THE NOTICE.

1. The Finfare Services

1.1 Services

The Service is an expense management platform that allows you to manage and control your Users spending, and view and customize reporting. Should you elect to apply and be approved for a Card Account as part of the Services, then the Services will allow you to also issue and manage Cards for your Users. Finfare may change existing Services or provide new Services at any time without Notice; provided, that Finfare shall make commercially reasonable efforts to Notify you in advance of any material changes to Services that adversely affect your use of the Services. Some Services may be delivered or supported by specific Finfare affiliates and Financial Institution Partners and may require your agreement to Supplemental Terms. You acknowledge and understand that in order to use such Services, you will be required to agree to the applicable Supplemental Terms.

Finfare is a financial technology company, not a bank. Banking services are provided by the Financial Institution Partner disclosed to you in the Supplemental Terms, including, but not limited to, the issuing financial institution that is a party to the Card Terms (“Issuer”) should you elect to apply, and are approved, for a Card Account.

1.2 Opening a Finfare Account

You will need to fill out and submit an application to open a Finfare Account and provide certain Customer Data and Personal Data and connect at least one Linked Account to your Finfare Account, which must be a business account and cannot be a consumer account. If we believe you have linked a personal account to your Finfare Account we may unlink the accounts and/or close your Finfare Account. You authorize us to verify that the account details you provide for your Linked Account are correct and the Linked Account belongs to you. We may also require you to provide documentary information to verify such Customer Data and Personal Data. Use of specific Services or features may also require that you permit Finfare to access Customer Data and Personal Data through Third-Party Services. You may change Linked Accounts through your Finfare Account. **NOTWITHSTANDING ANYTHING TO THE CONTARY IN THIS AGREEMENT, THE THIRD-PARTY SERVICES ARE PROVIDED AS-IS AND AS AVAILABLE, AND FINFARE DISLCIAMS ALL REPRESENTATIONS AND WARRANTIES REGARDING THE OPERATION, PERFORMANCE, MERCAHNTABILITY, OR FITNESS FOR A PARTICULAR PURPOSE OF THE THIRD-PARTY SERVICES, INCLUDING WITHOUT LIMITATION THAT THE THIRD-PARTY SERVICES SHALL BE UNINTERRUPTED OR ERROR-FREE.**

We and our Financial Institution Partners and Third-Party Service Providers rely on the accuracy of all Customer Data and Personal Data that you submit when opening, maintaining and using your Finfare Account and the Services. You represent and warrant that you will keep all such Customer Data and Personal Data current, complete and accurate in your Finfare Account whether we provide you with full or provisional access, by contacting Finfare and providing any updated Customer Data or Personal Data. We or Financial Institution Partners may deny applications, interrupt provision of the Services to you, or suspend or close your Finfare Account for any reason,

with or without prior Notice, including, without limitation, where required Customer Data or Personal Data is found to be incomplete, inaccurate or out of date.

1.3 Fees

Certain Services may require payment of transaction, finance or other Fees, which Finfare will Notify you prior to charging.

1.4 Managing your Finfare Account

When applying for and opening a Finfare Account the individual submitting the application will be designated as an account Administrator. You may add additional Administrators, but you must always have at least one person designated as an Account Administrator. As part of the Services, Administrators can add, remove, or manage additional Administrators and Users, request and manage Cards (if applicable), set or change per-User spending limits, merchant category code limits, velocity and other transaction limits, view transactions, run reports and download statements, provide, view or update Customer Data and Personal Data, connect Linked Accounts and other accounts to your Finfare Account and perform other tasks on your behalf. You are responsible for any actions or failure to act on the part of Administrators, Users, and those using credentials issued to Administrators or Users to access Customer's Finfare Account. You must ensure that your personnel use the Service features only as authorized and within the limits of their entitlements or permission. We do not monitor access to the Service and are not responsible if any person exceeds the limits of their entitlements or permission rights. You are responsible for having and maintaining at your expense proper functioning, secure and safe hardware, software (including antivirus and antimalware software) and communication devices, Internet access and service necessary for use with the Finfare Platform.

All Users will be required to accept User Terms in order to use the Services, and, where applicable, all Users that are authorized to use Cards may also be required to accept terms presented by Financial Institution Partners. You will be responsible for ensuring that each User enters into and complies in all respects with the User Terms.

1.5 Security and Monitoring your Finfare Account

You will keep your Finfare Account secure and only provide access to individuals that you have authorized. You will immediately disable User access to the Services (a) if you know or believe your Finfare Account has or may have been compromised or has been or may be misused or (b) if such User has ceased providing services to you or otherwise has ceased to be associated with you. You will promptly Notify us (via the Finfare Account or by contacting our support team) of any known or reasonably suspected unauthorized access or use.

1.6 Authorized Users

You may authorize Users to use the Services and access certain functionality of your Finfare Account. You are responsible for ensuring that Users are aware of and comply with your obligations under this Agreement, including, but not limited to, Section 1.7 (Requirements and

Prohibited Activity). You are responsible for obtaining consent from your Users to enable Finfare and Financial Institution Partners to collect, use, retain, and disclose Personal Data, and for ensuring that Users have read and agreed to the Privacy Policy and all applicable terms.

You are responsible for notifying Users of and administering your corporate expense and spend management policies and resolving any disputes relating to your maintenance or administration of such policies, including, but not limited to, when you elect to use the Services to request or receive reimbursements from User accounts. You must ensure that your Users are aware of and abide by all applicable Finfare Terms.

If you utilize a Card Account as part of the Services, prior to distributing a Card to a User, you shall be responsible for ensuring that each User (i) is a United States citizen or permanent resident of at least the age of majority in the jurisdiction where they reside; (ii) agrees to the Privacy Policy; (iii) agrees to the terms of this Services Agreement; and (iv) provides or agrees that an Administrator may provide all requested information, such as the User's name, email address, and such other information as we may request from time to time. User represents and warrants that all information provided to us or to you (to provide to us) from time to time is truthful, accurate, current, and complete. User agrees to promptly notify us in writing of changes to any provided information. When an Administrator notifies us to revoke such permission, we will close the Card Account and User may no longer use the Card Account.

1.7 Requirements and Prohibited Activities

Only United States Entities may apply for a Finfare Account. Companies organized or registered outside the United States, as well as consumers, sole proprietors and unincorporated partnerships, are not permitted to use, or attempt to open or use, a Finfare Account. Except with respect to prohibited or restricted countries and activities described herein, Users based in the United States may use the Services and Cards while traveling internationally. Foreign offices or affiliates of United States Entities, and Users based at such foreign offices, however, may not use the Services or be issued Cards without our and Issuer's prior approval. Finfare may in its sole discretion decline to provide cashback reward credits based on any foreign transactions.

Your Finfare Account, Services, and Cards may only be used for the Customer's bona fide business expenses. Your Finfare Account, Services, and Cards may not be (a) used for any purpose that is unlawful or prohibited by this Services Agreement or the Card Terms; (b) used for any personal, family, or household use; (c) provided to or used for the benefit of an individual, organization, or country that is blocked or sanctioned by the United States, including, but not limited to, those identified by the United States Office of Foreign Asset Control (OFAC) and those identified in the [Prohibited Countries List](#); (d) used for any transactions with merchant category codes identified in the [Prohibited Activities List](#) or that you elect to prohibit via the Finfare Platform; (e) used by unaffiliated third parties; or (f) used for any other activities not for the benefit of the Customer.

Without limiting the generality of the foregoing, Customer agrees not to use the Finfare Account or Services in connection with any business of placing, receiving or otherwise knowingly transmitting bets or wagers by any means which involves the use, at least in part, of the Internet,

or for any other transaction which is prohibited by Federal Reserve Regulation GG - Unlawful Internet Gambling Enforcement Act of 2006.

We will not approve and may close Finfare Accounts that we know or believe are engaged in any of the prohibited or restricted activities identified in the [Prohibited Activities List](#), or any other prohibited or restricted category as determined by Finfare or any Financial Institution Partner in their sole discretion. Where Customer is engaged in certain prohibited or restricted activities, Finfare may require that you provide additional information to open or maintain your Finfare Account. We may update the lists of prohibited or restricted countries and activities at any time and from time to time. You agree to review this regularly and contact us with any questions you have about how these lists may apply to Customer's business.

We may suspend or terminate access to your Finfare Account or Cards (when applicable) if we believe in our sole discretion that this section was violated, if required by a Financial Institution Partner, or to comply with applicable laws or regulations. Without limiting any of your indemnification or other obligations to us, you agree to pay all Fines imposed on Finfare or any affiliate, officer, employee, agent or representative thereof by Financial Institution Partners, regulators, or government agencies for your violation of this section.

1.8 Identification as Customer

We may publicly reference you as a Finfare customer on our website or in communications during the term of this Services Agreement. We will not express any false endorsement or partnerships. You grant Finfare a limited license to use Customer logos, trademarks or service marks for this purpose. Please Notify us if you prefer that we not identify you as a Finfare customer and we will use best efforts to remove references to you on our website or in communications.

1.9 Ownership and License

As between you and Finfare, Finfare and licensors own all Finfare Property. You, Administrators, and Users may use Finfare Property only as and for the purposes provided in this Services Agreement and the Card Terms. You may not modify, reverse engineer, create derivative works from, or disassemble Finfare Property; or register, attempt to register, or claim ownership in Finfare Property or portions of Finfare Property.

Finfare grants you a nonexclusive and nontransferable license to use Finfare Property as permitted by this Services Agreement to the extent that Finfare provides it to you via the Services. This license terminates upon termination of this Services Agreement unless terminated earlier by us.

1.10 Data and Privacy

Finfare, and the Financial Institution Partners and Card Networks (each to the extent applicable) collect and process Customer Data and Personal Data through your use of the Services (including, but not limited to, received through Linked Accounts). Finfare, the Financial Institution Partners and Card Networks (each to the extent applicable) may use and disclose Customer Data and Personal Data (a) to provide Services to Customer and Users; (b) as required by law or Card

Network rules (where applicable); (c) for underwriting, identity verification, and fraud prevention; (d) to verify account balances and account information, establish spending limits, identify spending patterns, and determine spending limits; (e) to analyze and report transactions; (f) to report Customer performance to credit reporting agencies and credit rating agencies, where appropriate (g) for internal analytics and reporting; (h) as needed in dispute resolution; (i) as otherwise described in their privacy policies (in the case of Personal Data); and (j) as otherwise permitted by law.

Finfare processes Personal Data in accordance with its [Privacy Policy](#). We will not share any Customer Data or Personal Data with third parties for marketing their unaffiliated products without your consent but may use Customer Data and Personal Data to identify Services and programs that we believe may be of interest to you for the purpose of promoting them to you, including, but not limited to, as part of a rewards, benefits or joint marketing program. By entering into this Services Agreement, you acknowledge and accept the practices described in Finfare's [Privacy Policy](#).

The collection and processing of Personal Data by the Card Networks and Financial Institution Partners is governed by their privacy policies, which you will be required to separately acknowledge or agree to in order to use the Cards and Services.

Customer hereby grants Finfare a royalty-free, fully-paid, irrevocable, perpetual, nonexclusive, worldwide, assignable and otherwise transferrable license, with the unrestricted and unlimited right to grant sublicenses, (1) to use Customer Data and Personal Data to provide the Services, and (2) to train future models and improve the Services using Customer Data and Personal Data.

Except as prohibited by law, Finfare may use and disclose De-Identified Data for Finfare's own purposes, including, but not limited to, to improve and develop Finfare products, services, and marketing efforts (such as developing data products and providing aggregate insights to other customers). Finfare may also include De-Identified Data in both public and private reports.

1.11 Feedback

Customer hereby grants Finfare a royalty-free, fully-paid, irrevocable, perpetual, nonexclusive, worldwide, assignable and otherwise transferrable license, with the unrestricted and unlimited right to grant sublicenses, (1) to create derivative works based upon any Feedback and (2) to use, copy, display, publish, distribute or otherwise commercialize or exploit in any manner any Feedback or derivative works based thereon. You acknowledge and agree that any Feedback you submit is not confidential. Finfare has no obligation to compensate or credit you for Feedback you provide, regardless of whether or how we may use or otherwise commercialize or exploit it.

1.12 Reimbursement

(a) Where a User either (i) receives a payment through the Services from Customer, or (ii) where applicable, uses a Card to effect a Charge, in each case for an expense that is not, in part or in whole, an authorized business expense (e.g. a User personal expense or an expense that exceeds a Card limit), the User may be obligated to reimburse Customer for the unauthorized payment (a "User Repayment").

(b) Users may enroll to use the Services to submit requests for Reimbursement or make User Repayments. Users who enroll to use the Reimbursement or User Repayment capabilities of the Service and want the applicable payments to be deposited directly to or debited directly from their bank accounts will be required to provide any information reasonably requested by Finfare, including, without limitation, an account number and routing number for a demand deposit account to which such payments will be credited or debited.

(c) Customer shall review any request for Reimbursement submitted via the Service. The Administrator, the User's manager or any other person authorized by the Administrator to review and approve requests for Reimbursement (the "Reviewer") shall notify Finfare via the Service whether the request is (i) declined in whole, (ii) approved in whole, or (iii) approved in part and declined in part, in which event the Reviewer shall specify the amount of such requested Reimbursement that is approved for payment. Finfare shall cause (i) any requested Reimbursement amount that is approved by the Reviewer to be promptly credited to the demand deposit account designated by the User, subject to the availability of funds and any spending limits or other requirements or conditions imposed by Finfare and (ii) the User to be notified if Reimbursement is paid or if the request for Reimbursement is declined in whole or part.

(d) As between Finfare and Customer, Customer will be solely responsible for (i) notifying all Users who enroll to use the Reimbursement or User Repayment capabilities of the Service of Customer's expense reimbursement policies, including, without limitation, (a) the types of expenses that are subject to reimbursement, (b) any requirement that expenses be pre-approved, as well as the persons authorized to provide and the process for obtaining such pre-approvals, (c) any limits on the amount of any expenditures that are subject to reimbursement, and (d) required supporting documentation; (ii) reviewing and evaluating any request for Reimbursement or User Repayment; (iii) addressing any concerns regarding any request for Reimbursement or User Repayment with the User; (iv) requesting any required additional information from the User; (v) ensuring that the foregoing policies and Customer's conduct with respect to Reimbursements and User Repayments comply with all laws and regulations relating thereto, including, without limitation, any tax withholding or reporting obligations; (vi) ensuring that Customer complies with all policies communicated to the User; and (vii) determining the amount, if any, to be reimbursed.

(e) Finfare will debit the Linked Account for Customer's repayment of the Reimbursement payment. You acknowledge that Your ACH Authorization in Section 2.3 of this Services Agreement extends to debits made to repay Reimbursements. You will ensure that the balance in the Linked Account is at all times sufficient to repay all approved requests for Reimbursement.

(f) In the event that a User initiates a reversal, return, or chargeback of a User Repayment after you have received funds equal to the amount of the User Repayment, you authorize Finfare to debit your Linked Account for the amount of the User Repayment plus any associated fees or to withhold funds from future User Repayments. You acknowledge that your ACH Authorization in Section 2.3 of this Services Agreement extends to such User Repayment-related debits.

2. Payments to Finfare

2.1 Periodic Statements and Other Amounts Owed to Finfare

You are responsible for payment in full of all Charges, Fees, Fines and other amounts owed by you to Finfare. We will provide you Periodic Statements identifying Charges, Fees, Fines, or other amounts charged to your Finfare Account, as well as any payments, refunds, Chargebacks granted or other credits to that account. You must maintain at least one Linked Account at all times. Your Linked Account will be automatically debited for the full amount owed as identified in the Periodic Statement at the end of each billing cycle. Finfare may also directly debit any Linked Account for other amounts owed under this Agreement. Your Finfare Account will show the credit the business day after payment is received. Unless otherwise specified in any Notice, Periodic Statements are issued once per month on the day specified in the Services.

2.2 Set Off and Collections

Charges that are or will be listed on Periodic Statements and any other amounts owed under this Services Agreement that are not paid on time may be collected from any Linked Account that is currently linked; or set off, debited, or collected from amounts in a Finfare Account that you hold jointly with a third party or open in the future even if your original Finfare Account has been closed. This right may be exercised against Customer, its affiliates, and any assignees for the benefit of your creditors or receivers. This right will exist even if we do not exercise it prior to the making, filing, or issuance of an arbitration demand, court order, or other action.

Any failure to pay the full amount owed to Finfare when required is a breach of this Agreement. You are responsible for all costs or expenses that we or Issuers incur collecting amounts owed but not timely paid, including, but not limited to, legal or collections fees and any interest at the maximum rate permitted under law.

2.3 ACH Authorization

THIS SECTION PROVIDES AUTHORIZATION TO AUTOMATICALLY DEBIT YOUR LINKED ACCOUNTS FOR ALL AMOUNTS YOU OWE UNDER THIS SERVICES AGREEMENT. PLEASE READ IT THOROUGHLY.

You authorize Finfare, Financial Institution Partners, and their assigns to collect amounts owed under this Services Agreement by debiting funds from the Linked Accounts at depository institutions (including, but not limited to, banks and credit unions) using the Automated Clearinghouse (ACH) network governed by the rules established by the National Automated Clearinghouse Association (NACHA). These debits are bound by NACHA rules for business-related ACH debits. You also acknowledge that the origination of ACH transactions to your Linked Account must comply with the provisions of U.S. law. You agree not to dispute these scheduled transactions with the bank maintaining your Linked Account provided the transactions correspond to the terms indicated in this authorization.

Finfare, Financial Institution Partners and their assigns may debit Linked Accounts for all amounts owed to us or such Financial Institution Partner under this Agreement. If we, the applicable Financial Institution Partner or such applicable assign cannot or do not collect these amounts via ACH, you agree to immediately pay all amounts owed as directed. You also authorize Finfare, Financial Institution Partners, or their assigns to debit Linked Accounts immediately, on any date,

and without additional Notice where (a) the total aggregate balance of Linked Accounts is less than any balance minimums that we have communicated to you via the Services or (b) we determine in our sole discretion that the Customer poses or may pose an unacceptable risk to Finfare, Financial Institution Partners, or third parties or no longer satisfies the underwriting criteria used to establish the spending limit for Customer. In the case of a transaction that is returned for Non-Sufficient Funds (NSF) you understand that Finfare, Financial Institution Partners, or their assigns may at their discretion attempt to process the charge again within 30 days, and you agree to any additional charge for each attempt returned NSF, which will be initiated as a separate transaction from the authorized payment. You have certified that your Linked Account is a commercial account that has been enabled for ACH transactions, and you agree to reimburse Finfare and its Financial Institution Partners for all penalties and fees incurred as a result of your Linked Account rejecting ACH debits or credits as a result of the account not being properly configured for ACH transactions.

To withdraw the debit authorization from a Linked Account, you must Notify us 30 days in advance and pay all amounts owed under your Finfare Account immediately, including, but not limited to, Charges and other amounts that may be included in future Periodic Statements. Such withdrawal of a debit authorization does not terminate the Services Agreement or your obligation to pay all amounts owed under this Services Agreement or the Card Terms. The Customer will be responsible for all costs of collections and damages under this Services Agreement if amounts owed are not paid by Customer as described in this Services Agreement. Spending limits may be reduced (including, but not limited to, to zero), and your Finfare Account may be terminated or otherwise limited, if you withdraw debit authorization.

3. Payment Cards

The following terms apply to the extent Customer utilizes Cards and Card Accounts as part of the Service and subject to approval of Customer's Card Account application. Full terms and conditions governing Customer's use of the Card Account and Cards can be found in the Card Terms.

3.1 Issuer Terms

Cards are issued, and the Card Account is maintained by, the Issuer identified on the back of physical Cards issued to you, in the Card Terms, and relevant program materials provided to you. This Services Agreement and the Card Terms govern your use of the Cards and the Card Account. You may only use the Cards if you, your Administrators, and your Users consent to the applicable Card Terms.

3.2 Spending Limits

(a) Users may not make any Charge that would cause Customer to exceed or violate any of the limits set forth in this Section 3.2. Customer may view these limits through the Finfare Platform.

(b) When Customer opens a Finfare Account, Issuer and Finfare will establish a "Total Spending Limit" for such Finfare Account, which will be the maximum aggregate amount available for Charges across all Cards associated with such Finfare Account. The initial Total Spending Limit

will be set by Issuer and Finfare in their sole discretion. Finfare and Issuer may increase or decrease the Total Spending Limit at any time based on risk and credit considerations.

(c) Subject to the Total Spending Limit, Issuer, Finfare, or Administrators may set and adjust from time to time spending limits for particular cards, as well as overall daily spending limits.

(d) The aggregate amount available for Charges on Cards associated with Customer's Finfare Account at any given time (the "Available Spend") will be the lesser of: (i) the amount presented by us in the Finfare Platform; or (ii) the Total Spending Limit. The amount available for Charges on a particular Card will be subject to the Card Spending Limit and/or Daily Spending Limit (if any) for such Card.

3.3 Requesting Cards

Administrators may request Cards through your Finfare Account. Users may request Cards from the Administrator through your Finfare Account. In any case, Cards may only be issued when authorized by an Administrator of your Account. Cards may be denied or canceled due to changes in Issuers' policies, as required by law, or for other reasons we determine are appropriate under the circumstances. Cards may be issued to Users as virtual Cards (i.e., Cards issued without an associated physical card) or physical Cards. Administrators will be able to view transactions and manage their Cards through the Finfare Platform.

3.4 Using Cards

Users may only use Cards for bona fide business-related Charges. You are responsible for selecting who in your organization should have access to Cards. You agree to establish and maintain controls designed to ensure that the Cards are only used for bona fide Customer purposes and in compliance with Card Network rules. You are solely responsible for Charges made by any individuals given access to Cards even if they are not the person associated with or named on the Card. Finfare, Issuers, Card Networks, or other intermediary Third-Party Service Providers (including merchant acquirers) may deny or reverse Charges for any reason. Finfare is not responsible for any losses, damages, or other harms caused by Charges that are denied or reversed.

3.5 Disputed Charges

If you have a dispute with a merchant or seller regarding the product or service that is the subject of a Charge, you should contact the merchant or seller to resolve the dispute. If a Charge is not appropriately addressed with the merchant or seller, then you may submit a chargeback of the Charge by contacting Finfare Customer Support at 1-888-281-3273 (FARE). You acknowledge that Issuer and Finfare are subject to the Card Network rules with respect to chargebacks and may not be able to successfully charge back the Charge. If you believe a Charge was unauthorized, or if you believe the Periodic Statement contains any errors, you should contact Finfare immediately through the Finfare Platform or using Finfare's support form. You must report any disputed Charge or error no more than 60 days after the disputed Charge posted to your Periodic Account. Notices for disputed Charges must specify your details, details about the User, details about the disputed Charge, and an explanation of your belief that the disputed Charge was made in error or was

unauthorized. Finfare will review the information submitted in a commercially reasonable manner. To avoid late fees and sustained reduction to Available Spend, you should pay the disputed Charge while Finfare determines the validity of the dispute, except where a provisional credit has been issued. If the dispute is deemed valid, Issuer and Finfare will credit the disputed Charge amount back to your Finfare Account. You hereby assign and transfer to Issuer any rights and claims, excluding tort claims, that you may have against any merchant or seller for any disputed Charge fully or partially credited to your Finfare Account.

3.6 Lost or Stolen Cards

You will notify us immediately and take appropriate measures to prevent unauthorized transactions when a Card is lost, stolen, breached, or needs to be replaced. In such cases, Administrators may request the issuance of replacement Cards by Issuers through your Finfare Account. Replacement Cards may have new account numbers that will require you to update the Card on file for any scheduled or recurring payments. If you do not update the Card for scheduled or recurring payments, the transactions may not be completed. You are solely responsible for updating Cards stored with merchants where account numbers have been changed. You will keep your Finfare Account secure and only provide access to individuals that you have authorized. You will immediately disable User access to the Cards if you know or believe your Finfare Account or Cards have or may have been compromised or stolen or have been or may be misused, and you will promptly lock the Card via the Service and notify us of any known or reasonably suspected unauthorized access or use. You are ultimately responsible for financial loss caused by Administrators, Users, or other persons given access to the Services, your Finfare Account, or Cards, except as provided by Card Network rules. We may suspend access to your Finfare Account or Cards if we believe your Finfare Account or Cards have been compromised or that not doing so may pose a risk to you, Finfare, Issuers, or any third parties.

4. Finfare Rewards Service

4.1 Eligibility and How to Earn Rewards

(a) To be eligible for the Rewards service, your Finfare Account must be continuously in good standing, you must maintain a Linked Account, you must have a Card issued by a US-based financial institution, and all Users earning Rewards on behalf of Customer must be affiliated with and authorized by Customer. If your Finfare Account is not in good standing for any reason, or we determine in our sole discretion that you are abusing or misusing the Rewards service or have otherwise violated our Services Agreement or any of the terms, agreements, and policies incorporated by reference, you may be ineligible to earn or redeem Rewards and may forfeit any Rewards previously earned. We may condition, restrict, limit, or revoke Rewards in our sole discretion.

(b) The Rewards service allows you to accrue Cashback Credits when you make a Qualified Purchase on a Card. For each Qualified Purchase you make, you accrue Cashback Credits at a rate and in an amount displayed in the Services. Cashback Credits are only available in connection with Card purchases and not any other product or service offered by Finfare. Cashback Credits are not a cash equivalent or store of value; they are solely a credit that can only be redeemed against certain amounts Customer owes to Finfare under your Finfare Account. You can earn unlimited Cashback Credits, but Finfare reserves the right to determine or change the amount of Cashback Credits that you can earn under the Rewards service,

including by applying a cap or other limitations or conditions. Cashback Credits do not expire but may be forfeited.

4.2 Qualified Purchases

Certain transactions do not qualify as a Qualified Purchase, including but not limited to cash withdrawals, purchases of prepaid cards and cash equivalents, transactions that are deemed fraudulent, disputed or unauthorized transactions, transactions subject to a Chargeback, refunded transactions, items returned for credit, or any Fees charged to your Finfare Account. We may determine that a transaction type, or a particular transaction, is excluded from eligibility for earning Cashback Credits in our sole discretion at any time. Finfare may in its sole discretion decline to provide Cashback Credits based on any foreign transactions. Transactions on which all or a portion of the balance remains outstanding for any reason do not earn Cashback Credits. Cashback Credits may only be redeemable upon payment in full of amounts owed to Finfare.

For any transaction that does not qualify as a Qualified Purchase but for which you have already received Cashback Credits, or if we otherwise awarded you Cashback Credits in error, we may offset such Cashback Credits using your remaining or future Cashback Credits balance or your Finfare Account balance.

4.3 Cashback Credits Balance

The amount of Cashback Credits Customer has accrued will appear in the Services. You are responsible for making sure the Cashback Credits balance reflected in the Services is correct. If you believe that the Services do not accurately reflect the Cashback Credits that you are eligible to receive, please contact support@finfare.com. You must notify us of any errors within 60 days of such information being made available to you. If you do not notify us of any such errors within 60 days, you forfeit the right to contest your Cashback Credits balance, except to the extent such forfeiture is prohibited by applicable law.

If you voluntarily close your Finfare Account, you will no longer be able to earn any Cashback Credits on any transactions on which all or a portion of the balance remains outstanding. If your Finfare Account is suspended or closed for any reason, you will not earn any Cashback Credits until your Finfare Account is restored to good standing under the Services Agreement and these Reward Terms.

4.4 Additional Terms for Reward Service

Certain Rewards may be subject to additional terms and conditions that will be provided to you, if applicable. Any Rewards partnerships with Third-Party Service Providers may also be subject to additional terms and conditions determined by the Third-Party Service Provider. We or Third-Party Service Providers may condition when and how you can redeem Rewards. You are solely responsible for reviewing and understanding any such additional terms and conditions, and we disclaim all liability for claims that may arise in connection with or related to Third-Party Service Providers.

4.4 Using Rewards

(a) Rewards, including Cashback Credits, are not your property and have no cash or other stored value. Cashback Credits will not be automatically applied to your balance and must be affirmatively redeemed

by Customer through the Services. If Cashback Credits and any other Rewards are not redeemed, they may be forfeited.

(b) Cashback Credits can only be redeemed by Customer Administrators, business owners, and Users designated by an Administrator with authority to make payments on behalf of Customer, and solely as a credit to reduce Customer's outstanding Finfare Account balance. Cashback Credits are not transferable to any third party or any other Finfare Account, including any other Finfare customer or User, and cannot be transferred by operation of law. Cashback Credits have no cash value and cannot be withdrawn or redeemed for cash value or in any other way.

(c) We may, in our sole discretion, refuse any request to redeem Cashback Credits and other Rewards if your Finfare Account is not in good standing, if any payments are past due, if your Finfare Account has been suspended or terminated, or if you have otherwise breached any of your obligations under the Services Agreement or this Section 4.

4.5 Taxes

Customer understands that it is responsible for determining and obtaining appropriate tax treatment for any Rewards it redeems, and Customer is solely responsible for any tax liability arising from or related to any earned Rewards. Finfare will not report any income or earnings related to Rewards to a taxing authority, except where expressly required by law.

4.6 Losing Rewards

(a) If your Finfare Account is voluntarily closed and your Cashback Credits are not redeemed against the outstanding balance in Customer's Finfare Account, or any other Rewards have not been redeemed, you will lose any remaining Rewards.

(b) If your Finfare Account is suspended or closed for any other reason, your Rewards may be lost or forfeited, subject to Finfare's sole discretion.

(c) You may be disqualified from participating in the Rewards service if at any time: (i) any payments you owe to Finfare are past due, (ii) any prior payments were late, (iii) you misuse any Services, (iv) you engage in self-dealing (such as using Cards to pay for products or services provided by Customer, its affiliates, its beneficial owners, or other persons affiliated with Customer), (v) you engage in any Prohibited Activities found in our Prohibited Activities List or breach any other policies or agreements with Finfare, or (f) you attempt to or otherwise game or misuse the Rewards service.

(d) Where we determine, in our sole discretion, that Customer or Users no longer satisfy the requirements for participation in the Rewards service, we may disqualify you from the Rewards service, and you may lose or forfeit any Rewards that you may have earned.

(e) We may reinstate any lost or forfeited Rewards in our sole discretion, and we may require a Fee or other conditions to do so.

5. Additional Terms

5.1 Term and Termination

This Services Agreement is effective when you start an application for a Finfare Account and continues until terminated by either you or us, or in accordance with the Card Terms or as otherwise set forth in this Services Agreement.

You may terminate this Services Agreement by paying all amounts owed and Notifying us but are still responsible for Charges, Fees, Fines, and other amounts owed. Your payment and Finfare's acceptance of any amounts does not extinguish or waive any of Finfare's rights hereunder. If you reapply or reopen your Finfare Account or use or attempt to use the Services or Cards you are consenting to the Services Agreement in effect at that time. Finfare may terminate this Services Agreement, or suspend your Finfare Account or Cards, by providing you Notice. Upon termination of the Customer's Finfare Account, any related Cards will immediately expire.

Sections 1.5 (Security and Monitoring your Finfare Account), 1.10 (Data and Privacy), 1.12 (Feedback), 2.2 (Set Off and Collections), 2.3 (ACH Authorization), 3.1 (Term and Termination), 5.2 (Notice and User Notifications), 5.3 (Limitation of Liability), 5.5 (Disclaimer of Warranties by Finfare), 5.6 (Indemnification), 5.7 (Governing Law), 5.8 (Binding Arbitration), 5.9 (Legal Process), and 5.10 (Assignment); the provisions of the Card Terms that identify continuing obligations; and any other provisions of this Agreement giving rise to continued obligations of the parties will survive termination of this Services Agreement.

5.2 Notices and User Notifications; Consent to Electronic Signature and Communications

Notices and User Notifications may include alerts about Services, Cards or Charges and may provide Administrators and Users the ability to respond with information about Charges on Cards or your Finfare Account.

By registering for a Finfare Account, you agree that such registration constitutes your electronic signature, and you consent to us providing Notices to you and User Notifications to Users, including, but not limited to, in each case those required by law, and you shall ensure that all Users consent to receiving User Notifications, electronically and in accordance with the Finfare E-Sign Act Agreement. You understand that this consent has the same legal effect as a physical signature.

Our Notices to you will be effective if provided to an Administrator, and User Notifications will be effective if provided to the applicable User, in each case electronically through the Services, via email, or (except as provided below) via SMS to the contact information provided to us by the Administrators or the User, as applicable; provided that any required Notice of any material change to or amendment of this Agreement under the preamble of this Agreement will be provided via email to an Administrator.

Notices and User Notifications will be deemed to be received 24 hours after they are sent, provided that Notices or User Notifications captioned or otherwise designated as "URGENT" or "READ IMMEDIATELY" will be deemed to be received when sent. You understand that you may not use the Services or Cards unless you consent to receive Notices and all Users consent to receive User

Notifications electronically as provided herein. Consent to receive Notices or User Notifications electronically may be withdrawn only by closing your Finfare Account.

Administrators and Users may elect to not receive certain Notices or User Notifications through the Finfare Account, but this will limit the use of certain Services and may increase the financial risks to the Customer. The Customer warrants that it will secure appropriate authorization from Administrators and Users to send SMS messages to Administrators and Users on the Customer's behalf. The Customer acknowledges that message and data rates may apply to such SMS messages and the Customer warrants that it will inform Administrators and Users that message and data rates may apply to such SMS messages.

By providing Finfare with a telephone number for a cellular phone or other wireless device, Customer, Administrators, and Users agree to receive autodialed and pre-recorded, non-marketing, service-related text messages from or on behalf of Finfare at the phone number provided. We will request additional consent to send Administrators and Users SMS messages where required by law in order for such persons to receive autodialed and pre-recorded text messages from or on behalf of Finfare at the number provided for marketing or promotional purposes. Consent to marketing-related messages is not a condition of using the Services. Customer, Administrators, or Users may opt-out of SMS messaging for marketing purposes at any time by texting "STOP" to the short code. After Customer, an Administrator, or User sends the SMS message "STOP" to us, we will send Customer, such Administrator, or such User an SMS message to confirm that such Administrator or User has been unsubscribed from receiving SMS messages. After this, such Administrator or User will no longer receive SMS marketing messages from us. Such Administrator or User may resume receiving marketing and promotional related text messages by providing authorization via the Services and we will start sending SMS marketing messages to you or the User again. If you are experiencing issues with the messaging program you can reply to the Finfare short code with the keyword HELP for more assistance, or you can get help directly at support@finfare.com. Carriers are not liable for delayed or undelivered messages. As always, message and data rates may apply for any messages sent to you from us and to us from you. You can alter your communication preferences here: <https://finfare.com/home/communication-preferences>. If you have any questions about your text plan or data plan, it is best to contact your wireless provider. If you have any questions regarding privacy, please read our [Privacy Policy](#).

Administrators and Users are responsible for all costs imposed by Internet or mobile service providers for sending or receiving Notices electronically. You acknowledge that you are solely responsible for ensuring that no Notices are blocked or delayed by any spam filter or otherwise.

Notify us immediately if you are or believe you are having problems receiving Notices.

Except as may be otherwise specified in this Services Agreement, notices from you to Finfare will be provided via the Services by contacting Finfare through the Services, with a copy sent concurrently by email to legal@finfare.com. Each notice will be deemed to be effective on the first business day following the day that you post such notice as provided in this section.

5.3 Limitation of Liability

You understand and agree that your use of the Services is at your own discretion and risk and that you will be solely responsible for any damages that arise from such use including, without limitation, for loss of data and or any type of malfunction to your computer. IN NO EVENT SHALL WE OR ANY OF OUR STOCKHOLDERS, DIRECTORS, OFFICERS OR EMPLOYEES BE LIABLE (JOINTLY OR SEVERALLY) TO YOU (OR ANY THIRD PARTY) FOR SPECIAL, INCIDENTAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES OF ANY KIND, OR ANY DAMAGES WHATSOEVER RESULTING FROM LOSS OF USE, DATA OR PROFITS, BUSINESS INTERRUPTION, REPUTATIONAL HARM, PHYSICAL INJURY, PROPERTY DAMAGE OR ANY OTHER COMMERCIAL DAMAGES OR LOSS, WHETHER OR NOT ADVISED OF THE POSSIBILITY OF DAMAGE, AND ON ANY THEORY OF LIABILITY, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF THE SERVICES. IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU OR ANY THIRD PARTY IN ANY CIRCUMSTANCE FOR LOSSES ARISING FROM THE USE OR INABILITY TO USE THE SERVICES EXCEED THE TOTAL AMOUNT OF FEES ACTUALLY PAID BY YOU TO US IN THE THREE MONTHS PRECEDING THE EVENT THAT IS THE BASIS OF YOUR OR THIRD PARTY'S CLAIM. THE FOREGOING LIMITATIONS WILL APPLY EVEN IF THE ABOVE STATED REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

5.4 Representations and Warranties

(a) In addition to other representations and warranties provided by you in this Services Agreement, you represent and warrant that (i) Customer is and will continuously throughout this Services Agreement be duly organized and in good standing under the laws of its jurisdiction of incorporation, (ii) Administrators have requisite organizational power and authority to conduct business on and manage Customer's Finfare Account in all respects, including, but not limited to, delegating access or authority to other Users, and Customer has irrevocably authorized each and every action taken by any Administrator that relates to this Agreement, the Services or any Card, (iii) you are opening an account on behalf of a United States Entity and that you are not opening an account as a consumer, sole proprietor, or unincorporated partnership, (iv) you and Users will not engage in activities prohibited by this Services Agreement including, without limitation, the Prohibited Activities List, (v) the individual accepting these terms has the requisite corporate authority to accept and agree to this Services Agreement on the Customer's behalf; (v) you and your Administrators and Users will use the Finfare Account exclusively for business purposes and not for any personal, family, or household use, (vi) all Linked Accounts designated by you are business rather than consumer accounts and are not established or used for personal, family, or household purposes, (vii) the Administrator designated by you is a citizen or permanent resident of the United States and is at least the age of majority in the jurisdiction where they reside; (viii) the Administrator is authorized to authorize each User to accept and use the Card Account; (ix) Administrator and each User has been provide a copy of the User Terms, and any required Supplemental Terms and Administrator and each User accepts and agrees to comply with them; and (x) all Customer Data and Personal Data provided to Finfare is and shall be complete, accurate, and current.

5.5 Disclaimer of Warranties by Finfare

THE SERVICES AND FINFARE PROPERTY ARE PROVIDED TO YOU AND USERS ON AN “AS-IS” AND “AS-AVAILABLE” BASIS WITH ALL FAULTS AND WITHOUT WARRANTY OF ANY KIND. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES, INCLUDING, TO THE EXTENT APPLICABLE AND WITHOUT LIMITATION, THE CARDS, SHALL BE AT YOUR SOLE DISCRETION AND RISK.

WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT WITH RESPECT TO THE SERVICES. WE MAKE NO WARRANTIES ABOUT THE ACCURACY, RELIABILITY, COMPLETENESS, OR TIMELINESS OF THE SERVICES OR THAT YOUR USE OF THE SERVICES WILL BE FREE FROM INTERRUPTION, LOSS, CORRUPTION, ATTACK, VIRUSES, INTERFERENCE, HACKING, OR OTHER SECURITY INTRUSION AND WE DISCLAIM ANY LIABILITY WITH RESPECT THERETO.

WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, YOU AND USERS ASSUME ALL RISKS ASSOCIATED WITH ANY FAILURE OF: (A) THE SERVICES OR DATA PROVIDED UNDER THIS SERVICES AGREEMENT TO BE ACCURATE AND ERROR-FREE; (B) SERVICES TO MEET YOUR AND USERS’ SPECIFIC NEEDS OR REQUIREMENTS; (C) SERVICES TO BE USABLE BY CUSTOMER, ADMINISTRATORS, OR USERS AT ANY PARTICULAR TIME OR LOCATION; (D) SPECIFIC MERCHANTS TO PERMIT PURCHASES USING CARDS ISSUED BY THE ISSUER; (E) SERVICES TO BE UNINTERRUPTED, SECURE, OR FREE FROM HACKING, VIRUSES, OR MALICIOUS CODE; AND (F) ANY DEFECTS IN THE SERVICES TO BE CORRECTED, EVEN WHEN WE ARE ADVISED OF SUCH DEFECTS.

5.6 Indemnification

You agree to indemnify Finfare, our affiliates, our and each such affiliate’s employees, contractors, vendors and service providers, and any other Third-Party Service Providers or our Financial Institution Partners (each an “Indemnitee”) and hold them harmless from and against any losses, liabilities, damages, claims, costs or expenses (including, but not limited to, reasonable attorneys’ fees) arising out of or relating to claims, proceedings, suits, or actions brought by or initiated against Finfare or any of the other Indemnitees specified above by any third party (i) due to the breach by you or by any Administrator or User of this Services Agreement, the User Terms, the Card Terms or any other agreements with Finfare or any Financial Institution Partner or that otherwise relate to the Services or Cards, including, without limitation, any representations and warranties made by you in any of the foregoing; (ii) for amounts owed by Customer or Users to third parties; (iii) for acts or omissions of Administrators, Users, or other Customer employees or agents; (iv) for Customer’s use of any Third-Party Services; (v) for disputes over Charges between Customer or Users and merchants; [or (vi) that relate in any way to Reimbursements or User Repayments, including, without limitation, requests therefor, consideration of such requests, and related decisions]. Finfare may defend any claim subject to indemnification hereunder, using counsel of its choice, and you will pay or promptly reimburse Finfare for the reasonable fees of such counsel and all related costs and reasonable expenses.

5.7 Governing Law

This Services Agreement will be construed and enforced in accordance with the laws of the State of California applicable to contracts entered into and performed in California by residents thereof, without giving effect to the conflict of laws provisions thereof, except as otherwise provided in Section 5.8 with respect to the Federal Arbitration Act.

5.8 Binding Arbitration

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

You and Finfare 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 Finfare 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.

Finfare wants to address your concerns without the need for a formal legal dispute. Before filing a claim against Finfare, you agree to try to resolve the Dispute informally by Notifying Finfare of the actual or potential Dispute. Similarly, Finfare 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 Finfare both agree to arbitrate. You and Finfare 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 Finfare 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 other Finfare users 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 Finfare further agree that the arbitration will be held in the English language in Orange County, California, 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 Finfare 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 Finfare 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 Finfare 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 FINFARE 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 Finfare's agreement to arbitrate Disputes, You and Finfare 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 Finfare agree that any judicial proceeding may only be brought in a court of competent jurisdiction in Orange County, California. Both you and Finfare 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.

5.9 Legal Process

We may respond to and comply with any legal order we receive related to your use of the Services, including, but not limited to, subpoenas, warrants, or liens. We are not responsible to you for any losses you incur due to our response to such legal order. We may take any actions we believe are required of us under legal orders including, but not limited to, holding funds or providing information as required by the issuer of the legal order. Where permitted, we will provide you reasonable Notice that we have received such an order.

5.10 Assignment

Finfare may assign, pledge, delegate or otherwise transfer this Services Agreement or its rights, powers, remedies, obligations, and duties of performance under this Services Agreement at any time without notice. Any such assignee will have all rights as if originally named in this Services Agreement instead of Finfare. You may not assign this Services Agreement or any rights hereunder, in whole or in part, by operation of law or otherwise, or delegate any of your obligations or duties of performance, without Finfare's express written consent. This Services Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective permitted successors and assigns.

5.11 Headings and Interpretation

Except where otherwise specified, all references to *sections* or *provisions* refer to this Services Agreement or the applicable incorporated terms. The phrases *including, but not limited to, for example, or such as* do not limit the generality of the preceding provision; the word *or* will be read to mean *either... or... or any combination of the preceding items*; and provisions listing items and using *and* require all listed items.

All monetary amounts owed under this Services Agreement will be made in US Dollars (USD).

5.12 Waiver

Any waiver, modification, or indulgence that we provide to Customer, of any kind or at any time, applies only to the specific instance involved and will not act as a general waiver or a waiver, modification, or indulgence under this Services Agreement for any other or future acts, events, or conditions. You agree that if Finfare does not enforce any of its legal rights or remedies under this Services Agreement, or any other legal rights or remedies Finfare has under applicable laws, it shall not be construed as a formal waiver of those rights or remedies or any other rights in any way whatsoever. Further, any delay by Finfare in enforcing our rights under this Services Agreement does not constitute forfeiture of such rights. Neither the course of conduct between parties nor trade practice shall act to modify any provision of this Services Agreement.

5.13 Entire Agreement

This Services Agreement (including, but not limited to, incorporated terms and any addenda that are mutually agreed to by the parties, all of which are incorporated herein) constitutes the entire understanding between Customer and Finfare regarding the subject matter of this Services Agreement and such incorporated terms and addenda, and supersedes all other proposals or previous understandings, written or oral, between Customer and Finfare. No other agreements, representations, or warranties other than those provided in this Services Agreement and any such incorporated terms and addenda will be binding unless in writing and signed by Customer and Finfare.

5.14. Defined Terms

Capitalized terms in this Services Agreement, unless otherwise defined herein, are defined as follows:

“Administrator” means any Customer employee designated as an administrator of Customer’s Finfare Account.

“Beneficial Owner” means any individual who, directly or indirectly, owns 25% or more of the equity interests of Customer.

“Cards” means payment cards issued by the Issuer and managed through your Finfare Account in connection with your access and use of the Card Account service. Cards may either be a virtual card represented by a 16-digit account number and / or a physical card with the same 16-digit number.

“Card Account” means the records maintained by the Financial Institution Partner disclosed to you in the Card Terms for each Card.

“Card Networks” means the payment card networks.

“Card Terms” means the agreement between Customer and the applicable Issuer identified on our website for use of Cards.

“Cashback Credits” means a credit redeemable to Customer’s Finfare Account balance.

“Charge” means a payment for goods or services made using a Card to a merchant that accepts payments on the applicable Card Network.

“Control Person” means a single individual with significant responsibility to control, manage, or direct Customer.

“Chargeback” means a dispute that you initiate (i) against a merchant for an unresolved dispute with the merchant or (ii) because a Charge is unauthorized.

“Customer Data” means information or documentation provided by or on behalf of the Customer to Finfare under this Agreement, including, but not limited to, Financial Data. Such Customer Data may include business information (such as registered business name and state of incorporation for Customer, the business address, ownership details, actual or anticipated revenue, the nature of the business, and details from Linked Accounts and other business information we may request from time to time).

“De-Identified Data” means data derived from Customer Data or Personal Data or otherwise relating to Customer and User use of the Services that has been anonymized, de-identified, or aggregated (as those terms are defined by applicable law).

“Dispute” means any dispute, claim, or controversy between you and Finfare that arises out of or relates to (i) this Services 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 Services (including, but not limited to, any Card).

“Feedback” means all feedback, suggestions, ideas, or requests you submit or otherwise communicate to us by any means.

“Fees” means charges we impose on you for use of Services or your Finfare Account.

“Financial Data” means Customer’s bank balance, transaction, and account information accessible to Finfare through Linked Accounts.

“Financial Institution Partner” means each of our financial institution partners, such as the issuing bank that is a member of the Card Network indicated on Cards and is responsible for issuing the Cards to you.

“Fines” means all fines, fees, penalties, or other charges imposed by a Financial Institution Partner or regulatory authority arising from your breach or violation of this Services Agreement, any Card Terms, any other agreements you have with Finfare or a Financial Institution Partner, any law, any regulation or any Card Network rules.

“Finfare Account” means your corporate account with Finfare that is used to access Services including, but not limited to, reviewing expenses and managing Cards.

“Finfare Platform” means the electronic dashboard Finfare provides to Customer as it may be modified by Finfare from time to time that may include, without limitation, functionality which allows Customer to view and manage its access to the Services. .

“Finfare Data” means all data developed or collected by Finfare through the development or provision of Services or Cards, or generated or recorded by the Services.

“Finfare Terms” means the agreements posted at <https://legal.finfare.com/> (or a successor URL).

“Finfare Property” means the Services and related technology, including, but not limited to, applications providing Users with access to the Services; Finfare Data; and copyrights, patents, trade secrets, trade or service marks, brands, logos, and other intellectual property rights in or to any of the foregoing.

“Linked Account” means any account that is held with a financial institution or that provides financial data and is linked to or otherwise authorized for use through your Finfare Account.

“Notice” or **“Notify”** means any notification or any communication related to this Services Agreement that is provided in accordance with Section 4.2. For the avoidance of doubt, a User Notification shall constitute Notice to Customer if a copy thereof is sent by us to an Administrator in accordance with Section 4.2.

“Payment Network” means each applicable Card Network and NACHA.

“Periodic Statement” means the periodic statements identifying Charges, Fees, Fines, Reimbursements or other amounts charged to your Finfare Account in connection with use of the Services, including, without limitation, any Cards, as well as any refunds, Chargebacks, payments or other amounts credited to your Finfare Account in connection with use of the Services, during each billing cycle.

“Personal Data” means data that identifies or could reasonably be used to identify a natural person. Such Personal Data may include the name, contact information, and date of birth of Users or Beneficial Owners or Control Persons.

“Prohibited Activities List” means the list of prohibited business types and activities posted as Finfare Terms as updated from time to time that may render Customer ineligible for a Finfare Account.

“Qualified Purchase” means a bona-fide business-related purchase of goods and services made by Customer using the Card that meets the requirements in this Services Agreement to qualify for a Reward.

“Reimbursement” means a payment made through the Services by Customer to a User in the amount of an authorized business expense incurred by such User for the benefit of Customer, including, without limitation, both amounts actually incurred and per diems or other allowances provided in lieu of actual reimbursements.

“Rewards” means Cashback Credits and any other benefits or perks offered or conferred by Finfare through the Rewards service.

“Services” means the expense and corporate management platform services and all other services provided by Finfare through your Finfare Account including, without limitation and to the extent applicable, the Card Account management and expense services.

“Services Agreement” or **“Agreement”** means this Finfare Services Agreement, as amended, and any terms, agreements and policies referenced herein, including, but not limited to, any Finfare Terms that are supplements or addenda to this Finfare Services Agreement.

“Supplemental Terms” means additional terms, addenda or policies to which we or a Financial Institution Partner may require you to agree for access or use of certain Services.

“Third-Party Services” means services and data provided by third parties connected to or provided through Services or that is used by Finfare in the provision of Services to you. Third-Party Services may (but will not necessarily) include accounting or expense management platforms (such as QuickBooks) and applications used to connect Linked Accounts (such as Plaid). Each example is noted without limitation. Some Third-Party Services may require that you open and maintain a Third-Party Service account directly with the Third-Party Service Provider and

your access and use of such Third-Party Services is governed by the separate terms entered into between you and the Third-Party Service Provider.

“Third-Party Service Provider” means any provider of any Third-Party Service and an affiliate or other third party that assists us in providing the Services to you, that supports our internal operations, or that provides other services related or connected to, or provided through, the Services or your Finfare Account.

“United States Entities” means companies organized and registered in the United States (such as C-corps, S-corps, LLCs, or LLPs).

“Users” means any of your employees, contractors, agents, or other individuals associated with you who (i) are designated as users of the Finfare Service by an Administrator via the Service and (ii) have accepted and agreed to be bound by the User Terms.

“User Notifications” means communications from us to Users, as described in Section 4.2.

“User Terms” means the terms of service presented by Finfare to each potential User, which may consist of multiple agreements.