- 1. Terms and Conditions for the Expense Prepaid Mastercard®. This document, including the "Fee Schedule" is an agreement ("Agreement") containing the terms and conditions that apply to the Expense Prepaid Mastercard® ("Card") issued by First Century Bank, N.A. (Member FDIC) pursuant to a license from Mastercard International Inc. ("Mastercard"). The "Program Manager" for the Card is Praxell, Inc. dba Juice Financial ("Juice") and the Customer Service telephone number is 855-687-2114 or the toll-free telephone number on the back of your Card. "Business" shall be responsible for notifying Cardholders of the relevant terms applicable to their Card use and for ensuring that each Cardholder complies with the terms and conditions set forth in this Agreement, which includes an Arbitration Provision in Section 30. Please read this Agreement carefully and keep it for future reference. By accepting and/or using any Card, the Business agrees to be bound by the terms and conditions contained in this Agreement. Juice Financial is not a bank.
- 2. Definitions. In this Agreement, "Card" means Expense Prepaid Mastercard issued by the Bank in the name of a designee of the Business. "Card Account" means the records we maintain to account for the transactions made with the associated Card. "You" and "your" mean the "Business" and, where applicable, each "Cardholder." "We," "us," "our," and "Bank" mean First Century Bank, N.A., together with its successors and assigns. "Program Manager" means Juice, together with its successors and assigns. "Business" means the commercial enterprise that qualified for, opened and owns the funds in the Card Accounts, together with its successors and assigns. Business must be a commercial enterprise and may be a partnership, limited liability company, corporation, trust, or other form of business entity, or an individual operating as a sole proprietorship. "Cardholder" means a person associated with and designated by the Business in writing to make purchases on behalf of the Business and who will be provided a Card. "Card Number" means the 16-digit number embossed on a Card. "Account Number" means the 16-digit number provided to the Business for the purpose of initiating deposits to the Card Account for a Card. "Account Number" means and the Card Account for a Card. "Account Friday, excluding federal and legal banking holidays in the State of New York, from 9:00 AM 5:00 PM ET.
- 3. Important Information about Procedures for Opening a New Card Account. To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions and their third parties to obtain, verify, and record information that identifies each entity or person who opens an account (including any subaccounts). When a Card Account is opened on behalf of the Business, we may ask for copies of certain information that will help us verify the Business' information. We may also ask for information to verify the identity of Cardholders. Business information whoch may be collected, includes but is not limited to address, entity organizational documents and certificates, and federal employer identification number (EIN). Personal information that may be collected from the Business' principal owners, representatives and Cardholders includes name, address, phone number, date of birth, social security number or country identification number, driver's license or passport and other information that will allow us to identify you.

You agree that the information and statements you provide to us are accurate, including, but not limited to, your real name, valid U.S. mailing address and residential address (if different), social security number or other identification documentation, date of birth, and telephone number. If you fail to provide accurate information that we request, we may cancel any or all Cards and Card Accounts. We reserve the right to restrict or delay access to any such funds.

4. Your Card(s). The Cards are corporate prepaid cards. Each Card allows its related Cardholder to access funds loaded to the Card by the Business disbursing your funds. The funds in the Card Accounts will be FDIC-insured and may have restrictions on where the funds are spent. The Cards will remain the property of the Bank and must be surrendered upon demand. The Cards are not transferable, and they may not be canceled, repossessed, or revoked at any time without prior notice subject to applicable law.

The Cards are **not** credit cards or gift cards, nor are they intended for gifting purposes. The Cards may not be used to disburse payroll to any person, including the associated Cardholder. Interest will not be paid on funds on deposit in the Card Accounts. The funds loaded to a Card will not expire, regardless of the expiration date on the front of the Card.

A Cardholder cannot use the Card until it has been activated. Cardholders may request, be issued, and/or use a physical plastic card (a "Physical Card") or a virtual representation of the card (a "Virtual Card"). If a Cardholder has and uses a Physical Card and a Virtual Card at the same time, both forms of the Card are associated to one Primary Access Number ("PAN"), which allows the Cardholder to access the funds available in the Card Account. Except as otherwise stated in this Agreement, Cardholders have the same rights and responsibilities under this Agreement whether they use a Physical Card or Virtual Card.

- a. Physical Card. A Physical Card, if requested, will be mailed to the address you provide to us during the registration process. Cardholders can call Customer Service at 855-687-2114 to activate the Card or login to juicefin.com/mobile. Upon completion you will receive a PIN (as set forth in the Section of this Agreement titled "Personal Identification Number ("PIN")"). Upon receipt and activation of a Physical Card, the Virtual Card will not be automatically disabled. If the Virtual Card is disabled, all further transactions will be processed through your Physical Card
- b. Virtual Card. Virtual Cards will be displayed in the mobile app and the website after the successful verification of a Cardholder's identity as described above and will be activated and ready for use after the first successful load of funds to the Card Account. A Cardholder may access the funds in their Card Account by using their Virtual Card Number for transactions or purchases initiated over the phone or online. If the Cardholder chooses to receive and use a Physical Card, they will be able to continue using their Virtual Card also.

The Business is an unlimited guarantor for all activities on the Cards and provides them, for benefit of the Cardholder. The owners or principals of the Business must personally guarantee and be personally liable for all transactions associated with the Cards. All such guaranties are unlimited and are also joint and several where the Business has multiple owners or principals. The Business can add or remove Cardholders, obtain Card and Card Account information, deposit funds to Card Accounts, transfer funds among Card Accounts and take administrative actions in connection with the Card Accounts and Cards as contemplated by this Agreement.

Cardholders must be individuals who are associated with the Business or their representative. The Business is the owner of all funds in the Card Accounts at all times and Cardholders agree that their Cards shall only be used as authorized by the Business, which may never involve transactions intended for personal, family or household purposes of the Cardholder or any other person.

The Business or their representative must notify us to revoke any Cardholder's authorization to use a Card. The Business may do this through the Juice Mobile App (juicefin.com/mobile), by calling the number on the back of any Card or 855-687-2114, or by writing to the Program Manager at Juice Cardholder Services, P.O. Box 315, New York, NY 10018. If the Business instructs us to revoke a Cardholder's use of a Card, we will cancel the Card once we have had a reasonable opportunity to take action.

The Business is wholly responsible and liable for all transactions made with the Cards, Card Numbers and the Account Number, subject to applicable law or as otherwise provided in this Agreement. The Business' liability applies even if a Cardholder exceeds the scope of his or her authority, including but not limited to, situations where the Cardholder uses the Card for personal, family or household purposes, or when a Cardholder authorizes a third-party to use a Card. The Business shall ensure that Cardholders are not permitted to authorize other persons to use their Card. To cancel a Card, telephone the toll-free number on the back of your Card or 855-687-2114. Once we notice of such a revocation (cancellation) and have had a reasonable time to act we will exercise reasonable efforts to block additional purchases on the Card.

5. FEES. THE FEES RELATING TO THE USE (AND MISUSE) OF CARDS ARE SET FORTH IN THE "FEE SCHEDULE" ATTACHED TO THIS AGREEMENT AND INCORPORATED HEREIN BY REFERENCE. FEES WILL BE DEBITED FROM THE RELATED CARD ACCOUNT AND WILL BE ASSESSED SO LONG AS THERE IS A REMAINING BALANCE ON THE CARD, UNLESS PROHIBITED BY LAW. The Business agrees to pay all fees associated with the Card. We may from time to time amend the Fee Schedule, at our sole discretion as set forth in the Section of this Agreement titled "Amendment and Cancellation."

6. Card Use and Purpose; Business Use Only. Subject to the limitations set forth in this Agreement, a Cardholder may use his or her Card or Card Number to pay for goods and services wherever the Card is honored. If the Business has enabled the Card for cash withdrawal ("Cash Feature") on the Card Account, Cardholders may also withdraw cash from the Card Account (as described in the Section below titled "Using Your Card to Get Cash"). Cards and Card Numbers shall not be used for illegal gambling or any other illegal purpose. Cardholders shall not exceed the value available on their

Card or the Daily Purchase Limit (as defined in the table below). **No Card or Card Number shall be used for any consumer, personal, family, or household purpose**. Each use of a Card or Card Number shall constitute a representation and warranty by the Business and Cardholder that use of the Card is solely for business purposes and not for any personal, family, or household purpose of the Cardholder or any other person or for any illegal purpose. Certain transactions may be subject to fees as described in the "Fee Schedule" attached to this Agreement.

Cardholders will be provided with Bank's routing number and assigned a 16-digit Account Number once their identity has been verified. The routing number and the assigned Account Number are for the purpose of initiating direct deposits to their Card Account and authorized automated clearinghouse ("ACH") debit transactions only. The 16-digit Card Number embossed or printed on the Card should not be used for these direct deposits or ACH debit transactions or they will be rejected. Cardholders are not authorized to use the provided routing number and Account Number if they do not have sufficient funds in their Card Account. These debits will be declined, and the payment will not be processed. Cardholders also may be assessed an ACH Decline Fee (see the "Fee Schedule" attached to this Agreement).

7. Limitations on Frequency and Dollar Amounts of Transactions. The total amount of purchases permitted on a Card in any single day is limited to the Daily Purchase Limit, which is set to \$20,000. The maximum aggregate value of any Card may not exceed \$50,000 at any time. In our discretion, we may also place aggregate limits on the total amount of purchases and the maximum value of all Cards associated with the Business. For security reasons, we may further limit the number or dollar amount of transactions the Cardholder can make with any Card or all Cards. The following grid is provided in order to highlight the frequency and of Card transactions in a single day or additional time frame if warranted:

Transaction/load type	Maximum amount
Maximum Card Balance	\$50,000.00 (includes all funding methods)
Point of Sale (POS) Purchases	\$20,000.00 per day (Daily Purchase Limit)
Cash Withdrawals (includes ATM and cash back from POS Purchases)	\$1,000.00 per day (Daily Cash Withdrawal Limit)
Load(s)	\$20,000.00 per day (Daily Load Limit) includes all funding methods

8. Personal Identification Number ("PIN"). A PIN is a four-digit code that we provide to each Cardholder to be used in lieu of signing for a transaction. Only one PIN will be provided for each Card. Cardholders should not write or keep their PIN with the Card. If a Cardholder believes that anyone has gained unauthorized access to their PIN, they should immediately call the number on the back of their Card, 855-687-2114, or send notice through our app at juicefin.com/mobile, or write to the Program Manager at Juice Cardholder Services, P.O. Box 315, New York, NY 10018.

9. Adding Funds to a Card. The Business may add funds to Cards (called "value loading" or "loading") at any time by instructing us to transfer funds to the appropriate Card Accounts. The maximum daily load amount is \$20,000.00 The maximum aggregate value of funds on any Card may not exceed \$50,000.00 at any time. Funds may not be loaded from any source other than the Business. Cardholders shall not be permitted to load funds to a Card.

- 10. Using the Card to Get Cash. If the Cash Feature is enabled on the Program Account by the Business, and the Cardholder has received a PIN, the Card may be used by the Cardholder to (i) obtain cash or check the balance at any Automated Teller Machine ("ATM") that bears the Mastercard® or Cirrus®, Pulse® or AllPoint® brands, or (ii) obtain cash at merchants or banks that have agreed to provide cash back at POS terminals bearing the Mastercard® or Maestro® brand. All ATM transactions are treated as cash withdrawal transactions. The maximum amount of cash the Cardholder may withdraw at an ATM on a daily basis is \$1,000 as described in the Section above titled "Limitations on Frequency and Dollar Amounts of Transactions." Merchants, banks and ATM operators may impose additional withdrawal limits. The Cardholder will be charged a fee by us for each cash withdrawal and balance inquiry made at an ATM or cash withdrawal obtained through a bank teller, in the amount disclosed in the accompanying "Fee Schedule". In addition, when the Cardholder uses an ATM not owned by us, an additional fee may be charged by the ATM operator or any network used (and the Cardholder may be charged a fee for a balance inquiry even if a funds transfer was not completed).
- 11. Split Transactions. Cardholders may instruct merchants to charge a part of the purchase to the Card and pay the remaining amount with cash or another card if there are not enough funds available on their Cards. These are called "split transactions." Some merchants do not allow split transactions or will only allow a split transaction if the remaining amount is paid in cash.
- 12. Transactions Using a Card Number. Any transaction initiated without presenting a Card (such as for a mail order, internet or telephone purchase) will have the same legal effect as if the Card itself had been presented.
- 13. Obligation for Negative Balance Transactions. When a card transaction is initiated, the funds available in the Card Account will be reduced by the amount of the transaction and all associated fees. Cardholders are not allowed to exceed the available amount in their Card Account through an individ-ual transaction or a series of transactions or any fees associated with the transactions or use of the Card. If any transaction or fee causes the balance on a Card to go negative (a "negative balance"), including any purchase transaction where the retailer or merchant does not request authorization, the Business shall remain fully liable to us for the amount of any negative balance and any corresponding transaction fees. The Business shall pay us promptly for any negative balance and any related fees. We also reserve the right to cancel any or all Cards in the event of a negative
- 14. Authorization Holds. You do not have the right to stop payment on any purchase transaction originated by use of a Card, other than a Recurring Transaction as described in the Section below titled "Recurring Transactions." When a Card is used to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and the merchant may estimate its final value. If a Card is used to obtain cash at an ATM or from a bank teller, we will authorize the transaction including all applicable fees, if this feature has been enabled by the Business. When we authorize a purchase transaction, we commit to make the requested funds available when the transaction finally settles, and we will place a temporary hold on the Card's funds for the amount indicated by the merchant. If a Cardholder authorizes a transaction and then fails to make a purchase of that item as planned, the approval may result in a hold for that amount of funds. Car rentals, hotels and other service-oriented merchants may choose to factor in additional amounts upon check-in, and it may take up to 60 days after your stay or your rental to have any excess amounts held by the hotel or rental company added back to a Card's available balance. Similarly, some gas station instead of at the pump. Until the transaction finally settles, the funds subject to the hold will not be available for other purposes. We will only charge the Card for the correct amount of the final transaction, and we will release any excess amount when the transaction finally settles. When a Card is used at certain restaurants and service-oriented merchants, there may be an additional 20% (or more) added to the authorization to cover any tip that may be left on the purchase. If this occurs, and the total bill, after adding in the additional 20% (or more), exceeds the amount available on the Card, the transaction may be declined. Accordingly, Cardholders should ensure that their Card has an available balance that is 20% (or more) greater than the total bill before us
- 15. Recurring Transactions. If a Card is used for recurring transactions, the Cardholder should monitor the balance and ensure there are funds available in the Card Account to cover the transactions. "Recurring transactions" are transactions that are authorized in advance by the Cardholder to be charged to a Card at substantially regular intervals. We are not responsible if a recurring transaction is declined because a Cardholder has not maintained a sufficient balance in the Card Account to cover the recurring transaction. If a Cardholder has told us in advance to make regular payments (i.e., recurring transactions) from a Card Account, the Cardholder can stop the payment by calling the number on the back of their Card, 855-687-2114, or by sending notice through juicefin.com/mobile, or by mailing notice to Juice Cardholder Services, P.O. Box 315, New York, NY 10018 at least three business days before the scheduled date of the transfer.
- 16. Returns and Refunds. Refunds of amounts paid for goods or services obtained with a Card are applied as credits to the Card. You are not entitled to a cash or check refund. The amounts credited to a Card for refunds may not be available for up to five days from the date the refund transportion occurs.
- 17. Card Cancellation and Suspension; Service Limits. We reserve the right, in our sole discretion, to limit the use of any Card or all Cards, including limiting or prohibiting specific types of transactions. We may refuse to issue a Card, revoke Card privileges or cancel any Card with or without cause or notice, other than as required by applicable law. The Business may cancel any Card by calling the number on the back of the Card or 855.687.2114

The Business agrees that it will not permit any Cardholder an expired, revoked, canceled, suspended or otherwise invalid Card. Our cancellation of Card privileges will not otherwise affect your rights and obligations under this Agreement. Not all services described in this Agreement are available to all persons or at all locations. We reserve the right to limit, at our sole discretion, the provision of any such services to any person or in any location. Any offer of a service in this Agreement shall be deemed void where prohibited.

- 18. International Transactions. Any transaction initiated on a Card in a currency or country other than the currency or country in which the Card was issued will be subject to a fee on the transaction (including credits and reversals) as set forth in the "Fee Schedule" attached to this Agreement. This fee is in addition to the currency conversion rate. If you effect a transaction with your Business Prepaid Mastercard in a currency other than US Dollars, Mastercard will convert the charge into a US Dollar amount. The Mastercard currency conversion procedure includes use of either a government mandated exchange rate, or a wholesale exchange rate selected by Mastercard. The exchange rate Mastercard uses will be a rate in effect on the day the transaction is processed. This rate may differ from the rate in effect on the date of purchase or the date the transaction was posted to your account.
- 19. Receipts. Cardholders should get or request a receipt at the time of each transaction. You agree to retain your receipts to verify your transactions.
- 20. Obtaining Balance and Transaction Information; Periodic Statements Alternative. Cardholders and the Business should keep track of the amount of funds available on their Cards. Information about the amount of funds remaining on a Card may be obtained by calling the number on the back of the Card. This information, along with a 12-month history of account transactions, is also available on-line through our customer self-service website shown on the back of the Card.
- 21. Confidentiality. We will disclose information to third parties about your account or the transfers you make:
- (1) Where it is necessary for completing transfers;
- (2) In order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant;
- (3) In order to comply with government agency or court orders;
- (4) If you give us your written permission; or
- (5) As disclosed in our Privacy Notice.
- 22. Our Liability for Failure to Complete Transactions. If we do not complete a transfer to or from your Card Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or direct damages. However, there are some exceptions. We will not be liable, for instance: (1) if, through no fault of ours or of the Program Manager, there is not enough funds available on a Card to complete a transaction; (2) if a merchant refuses to accept a Card; (3) if an ATM where you are making a cash withdrawal does not have enough cash; (4) if an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction; (5) if access to a Card has been blocked after it, the associated PIN or any Access Code is reported lost or stolen; (6) if there is a hold or the funds are subject to legal process or other encumbrance restricting their use; (7) if we or the Program Manager have reason to believe the requested transaction is unauthorized; (8) if circumstances beyond our or the Program Manager's control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we or the Program Manager have taken; or (9) for any other exception stated in this Agreement.
- 23. In Case of Errors or Questions about the Card. Cardholders and the Business should protect their Cards against theft, loss and unauthorized use with the same level of care that should be used to protect cash or cards used for personal purposes. Unless otherwise required by law or Mastercard rules, we will not be liable for unauthorized transactions unless we failed to process the transaction in good faith and in compliance with commercially reasonable security procedures. Neither the Business nor any Cardholder will have the benefit of any consumer law limiting liability with respect to the unauthorized use of a Card. This means liability for the unauthorized use of a Card could be greater than the liability in a consumer prepaid card transaction. The Business accepts and agrees to undertake the additional risk and greater measure of liability associated with the use of business purpose cards.

If the Business or any Cardholder believes an error occurred, a Card, PIN, or Access Code(s) has been lost or stolen, or that someone has made an unauthorized transaction with a Card or may attempt to use a Card without permission, you agree to notify us immediately by calling the number on the back of the Card, or 855-687-2114, or sending notice through juicefin.com/mobile or writing to the Program Manager at Juice Cardholder Services, P.O. Box 315, New York, NY 10018. You will need to tell us: (1) the Business name; (2) your name; (3) the Card Number and other identifying details; (4) why you believe there is an error; (5) the dollar amount involved; and (6) approximately when the error took place. We will cancel the Card, and if our records show that available funds remain in the Card Account, we will issue a replacement Card loaded with the remaining value. You agree to assist us in determining the facts relating to any possible unauthorized use or error associated with the Card, and to comply with the procedures we may require for any investigation.

24. Lost or Stolen Cards/Unauthorized Transfers. If the Business or any Cardholder believes a Card, Access Code(s), or PIN has been lost or stolen, call the number on the back of the Card, 855-687-2114, or send notice through juicefin.com/mobile or write to the Program Manager at Juice Cardholder Services, P.O. Box 315, New York, NY 10018. You should also call 855-687-2114, the number on the back of the Card, or write to the address shown here if you believe a transaction has been made using the information from a Card, Access Code(s), or PIN without your permission.

25. Liability for Unauthorized Transfers. The Business exercises, and agrees to require Cardholders to exercise, reasonable control over the information related to the Card Account and Cards, including the Cards and Card Numbers, Access Code(s), PINs and the Account Number. Tell us AT ONCE if the Business or any Cardholder believes a Card, Card Number, Access Code, PIN have been lost or stolen, or if the Account Number has been compromised. Also, if transaction history for a Card shows transfers that the associated Cardholder did not make, including those made using your Card or Card Number, or if any unauthorized transfer has been made using the Account Number, or the Business or any Cardholder believes an unauthorized electronic transfer has been made, tell us at once. The best way to keep the Business' losses down is by calling the toll-free number on the back of a Card or 855-687-2114. Electronic transfers made to or from an account used for business purposes, regardless of account ownership, are not subject to the Electronic Funds Transfer Act, Regulation E, or other consumer laws limiting liability with respect to the unauthorized use of a Card.

This means the Business' liability under this Agreement for the unauthorized use of a Card, Card Number, or the Account Number could be greater than a consumer's liability would be in a consumer-purpose prepaid card transaction. The Business accepts and agrees to undertake the additional risk and greater measure of liability associated with the use of business purpose cards, which includes the risk of losing all of the funds in the Card Accounts

Mastercard's Zero Liability Policy. Under Mastercard rules, the Mastercard Zero Liability Policy does not apply to payment cards issued to an entity other than a natural person or to cards issued for a commercial purpose. The Mastercard Zero Liability Policy does not apply to transactions made using your Card

- 26. Other Terms and Choice of Law. The Cards, Card Accounts, and the Business' obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of a Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. Except as set forth in the Arbitration Provision, if any provision of this Agreement is determined to be invalid or unenforceable under any rule, law or regulation of agency, whether local, state or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement shall be governed by the law of the State of Georgia except to the extent preempted or governed by federal law.
- 27. Amendment and Cancellation. We may amend or change the terms and conditions of this Agreement at anytime. We will not apply any amendments or changes to the Arbitration Provision to any arbitration that is pending at the time of the amendment or change. The Business will be notified of any change in the manner provided by applicable law before the effective date of the change. However, if the change is made for security purposes, we may implement such change without prior notice. We may cancel or suspend any Card or this Agreement at any time. The Business may cancel this Agreement by calling the number on the back of a Card or 855-687-2114. If the Business cancels this Agreement, it may request a refund by check in the amount of the remaining balance in the Card Accounts, which we will issue for a fee as set forth in the "Fee Schedule" attached to this Agreement. If

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we cancel this Agreement and all Cards when any Card Account has a balance, we will send the Business a check in the amount of the balance in the Card Accounts for no charge. In all events, any check we send will be sent to the address we have for the Business in our records. Termination of this Agreement by the Business will not affect any of our rights or the Business' obligations arising under this Agreement before termination.

- 28. Telephone Monitoring/Recording; Calls and Messages to Mobile Phones. From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law. We may use automated telephone dialing and electronic mail to provide communications to the Business and Cardholders or to contact you about transactions and other important information regarding this Agreement or your relationship with us. Telephone messages may be played by a machine automatically when the telephone is answered, whether answered by you, someone else or a voicemail or answering machine. You authorize us to call any telephone number you have given us or you give to us in the future and to play prerecorded messages with information about the Agreement over the phone. You also give us permission to communicate such information to you by e-mail. You understand that, when you receive such calls or e-mails, you may incur a charge from the company that provides you with telecommunications, wireless and/or internet services. You agree that we will not be liable to you for any fees, inconvenience, annoyance or loss of privacy in connection with such calls or e-mails. You understand that anyone with access to your telephone, answering machine or email account may listen to or read the messages, notwithstanding our efforts to communicate only with you. This authorization is part of our bargain concerning your use of the prepaid card subject to this Agreement and we do not intend it to be revocable. However, to the extent we are required by applicable law to allow you to revoke your consent to these automatic reminders, you may do so by contacting us at 855-687-2114 or Juice Cardholder Services, P.O. Box 315, New York, NY 10018.
- 29. No Warranty Regarding Goods and Services. We are not responsible for the quality, safety, legality, or any other aspect of any goods or services purchased with a Card. All such disputes should be addressed to the merchants from whom the goods or services were purchased.
- 30. Arbitration Provision. (a) Purpose: This Section 30 sets forth the circumstances and procedures under which Claims (as defined below) that arise between you and us will be resolved through BINDING ARBITRATION instead of litigated in court. THIS MEANS THAT IF EITHER YOU OR WE ELECT TO RESOLVE A CLAIM BY ARBITRATION, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE RULES (AS DEFINED BELOW). OTHER RIGHTS THAT YOU WOULD HAVE IN COURT ALSO MAY NOT BE AVAILABLE OR MAY BE LIMITED IN ARBITRATION, INCLUDING YOUR RIGHT TO APPEAL AND YOUR RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. EXCEPT AS SET FORTH BELOW, THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION. Nothing in this provision precludes you from filing and pursuing your individual Claim in a small claims court in your state or municipality, so long as that Claim is pending only in that court.
- (b) Scope: We each agree that all claims arising out of or related to this Agreement ("Claims") will be submitted exclusively to binding arbitration as set forth in this Section. This agreement to arbitrate applies to all Claims that could have been filed in court regarding the Claims, whether you or we are the first to file a Claim with the arbitral tribunal and whether the Claims are against you or us, or ours or your employees, agents, contractors or suppliers. This agreement to arbitrate covers all Claims under this Agreement, regardless of whether such Claim is based in contract, tort, statute, regulation, common law or equity, including, but not limited to, Claims arising out of or related to: (1) the validity, enforceability or scope of this Arbitration Provision or this Agreement; (2) the interpretation, execution, administration, amendment or modification of the Agreement; (3) any alleged breach of this Agreement or tort, (4) the Card, any transaction, Card benefits, features or services (whether provided by us or another service provider), any advertisement or solicitation, or your business, interaction or relationship with us; (5) any charge or cost incurred pursuant to the Agreement or the collection of any amounts due under the Agreement; and
- (6) any statements or representations made by us to you with respect to the Agreement, the Card, any transaction, Card benefits, features or services (whether provided by us or another service provider) or any advertisement or solicitation, or your business, interaction or relationship with us. The parties agree that disputes regarding (i) the enforceability of the class action waiver, and/or (ii) whether the arbitration provision provides for class arbitration, shall be outside the scope of this Arbitration Provision.
- (c) Opt out Process: You may choose to opt out of the Arbitration Provision, but only by following the process set-forth herein. If you do not wish to be subject to this Arbitration Provision, then you must notify us in writing within sixty (60) calendar days after your receive your first Card at the following address: Juice Cardholder Services, P.O. Box 315, New York, NY 10018. Your written notice must include your name, address, account number and a statement that you wish to opt out of this Arbitration Provision. Our written notice must include your name, address, account number and a statement that you wish to opt out of this Arbitration Provision.
- (d) Initiation of Arbitration Proceeding/Selection of Administrator: Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Section 30 and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed ("Rules"), except to the extent that the Rules conflict with this Agreement. Claims shall be referred to either the Judicial Arbitration and Mediation Services ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to initiate arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within 30 days after you receive notice of our election to select the other organization listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Irvine, CA 92614, website at www.jamsadr.com; or (ii) AAA at 335 Madison Avenue, New York, NY 10017, website at www.adr.org. Please note that any reference to either AAA or JAMS rules shall not be deemed a delegation of class arbitrability issues to the arbitrator.
- (e) Class Action Waiver and Other Restrictions: If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Cardholders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any Dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in this Agreement (including the "Survival; Severability" provision below), and without waiving either party's right of appeal, if any portion of this "Class Action Waiver and Other Restrictions" provision is deemed invalid or unenforceable, then the entire Section 30 (other than this sentence) shall not apply.
- (f) Location of Arbitration/Payment of Fees: Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. Waivers may also be available from the JAMS or AAA. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to your billing address and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.
- (g) Arbitration Procedures: This Section 30 is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"), and the applicable Rules, except that (to the extent enforceable under the FAA) this Section 30 shall control if it is inconsistent with the applicable Rules. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state

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

(h) Survival; Severability: This Section 30 shall survive termination of this Agreement, your Card or the relationship between you and us concerning your Card, any permitted transfer, sale or assignment of your Card, or any amounts owed on your Card, to any other person or entity as well as voluntary payment of any debt in full by you, any legal proceeding by or between you and us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Section 30, except the "Class Action Waiver and Other Restrictions" provision above, is deemed invalid or unenforceable for any reason, it shall not invalidate the remaining portions of this Section 30, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

31. Changes to Your Card Relationship. You agree Juice Financial may manage your prepaid account needs, you agree that Juice may at any time, as your agent and on your behalf, (a) open a new prepaid card account for you at a different FDIC-insured depository institution ("New Card Account"), (b) arrange for that new institution to provide a new card to you, if necessary, and (c) transfer the current balance of your Card Account to the New Card Account. If Juice plans to do that, they will provide advance notice to you and you will be given time to "opt-out" of the change. If you do not opt-out, we will not cancel your Card when the New Card Account is provided to you. If you do opt-out, we will cancel your Card and refund your Card Account balance at no charge to you.

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Privacy Policy Rev. 07/2020

Privacy	Policy			Rev. 07/2020				
FACTS	WHAT DOES FIRS	ST CENTURY BANK,N.A. DO WITH YOUR PERS	SONAL INFORMATION?					
WHY?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.							
WHAT?	• Soo	nal information we collect and share depend on t cial Security number and income count balances and transaction history edit history and credit scores onger our customer, we continue to share your in		nformation can include:				
HOW?	All financial compa	mpanies need to share customers' personal information to run their everyday business. In the section below, we list the reasons anies can share their customers' personal information; the reasons <u>First Century Bank</u> chooses to share; and whether you can						
Reasons w	ve can share your pe	rsonal information	Does First Century Bank, N.A. Share?	Can you limit this sharing?				
maintain yo		urposes – such as to process your transactions, and to court orders and legal investigations, or to	Yes	No				
For our ma	arketing purposes -	- to offer our products and services to you	Yes	No				
		r financial companies	No	We do not share				
For our affiliates' everyday business purposes – information about your transactions and experiences			No	We do not share				
For our affiliates everyday business purposes – information about your creditworthiness			No	We do not share				
For our af	filiates to market to	you	No	We do not share				
For nonafi	filiates to market to	you	No	We do not share				
QUESTIO	NS?	Phone:800-335-9973;Email:info@myfir	rstcenturybank.com; Web: <u>www.myfirstc</u>	enturybank.com				
WHO W	/E ARE							
Who is p	roviding this notice?	? F	irst Century Bank, N.A., 1731 N. Elm Stree	t., Commerce, GA 30529				
WHAT WE	E DO							
Bank, N.A personal in	First Century a protect my information?	To protect your personal information from un with federal law. These measures include co other physical, electronic and procedural si employees for whom access is appropriate.	mputer safeguards and secured files and b afeguards to protect this information, and	uildings. We also maintair				
Bank, N.A	First Century Collect my Information?	We collect your personal information, for example, when you Open an account or deposit money Pay your bills or apply for a loan Use your credit or debit card We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.						
Why can't	I limit all sharing?	Federal law gives you the right to limit only Sharing for affiliates' everyday Affiliates from using your infor Sharing for nonaffiliates to ma State laws and individual companies may giv	arket to you	our creditworthiness				
DEFINITION	ONS	1						
Affiliates		Companies related by common ownership or control. They can be financial and nonfinancial companies. * First Century Bank, N.A. does not share with our affiliates.						
Nonaffiliat	es	Companies not related by common ownership or control. They can be financial and nonfinancial companies. • First Century Bank, N.A. does not share with nonaffiliates so they can market to you.						
Joint Mark	reting	A formal agreement between nonaffiliated financial companies that together market financial products to you.						

First Century Bank, N.A. does not jointly market.

Other important information

For Alaska, Illinois, Maryland, and North Dakota Customers. We will not share personal information with nonaffiliates either for them to market to you or for joint marketing without your authorization.

For California Customers. We will not share your personal information with nonaffiliates either for them to market to you or for joint marketing without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us. Furthermore, we may collect personally identifiable information about you through our website, including but not limited to your first and last name, home address, email address, telephone number, or any other identifier that permits the physical or online contacting of a specific individual. If we change our privacy policy for our website, you will be notified as required by law.

For Massachusetts, Mississippi, and New Jersey Customers. We will not share personal information from deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing without your authorization.

For Vermont Customers.

We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you other than as permitted by Vermont law, unless you authorize us to make those disclosures.

Additional information concerning our privacy policies can be found at myfirstcenturybank.com; by phone at 800-335-9973; or by email at info@ mvfirstcenturybank.com

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ALL FEES AMOUNT DETAILS				
AMOUNT	DETAILS			
\$0.00	No charge.			
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	Monthly fee assessed of 1st day of each month. The first monthly fee will be			
\$9.95	assessed after a period of at least 30 days.			
\$0.00	Third party fees and limitations may apply.			
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	Third party fees and limitations may apply.			
\$0.00	Third party fees and limitations may apply.			
	This is our fee. "In-network" refers to the AllPoint ATM network. To avoid			
\$2.00	a third-party ATM fee, locate an AllPoint ATM: https://			
	www.allpointnetwork.com/locator.aspx Third party limitations may also apply.			
	This is our fee. "Out of network" ATM withdrawals refers to all other domestic			
\$2.00	(US) ATM locations, not found in the AllPoint network above. You may also be			
	charged a fee by the ATM operator, even if you do not complete a transaction.			
\$1.00	Third party fees and limitations may apply.			
\$0.00	No charge.			
\$1.00	This is our fee. For locations and details go to https://www.allpointnetwork.com/locator.html			
\$1.00	This is our fee. Third party fees and limitations may apply. To avoid third party fees, locate an AllPoint ATM here: https://www.allpointnetwork.com/locator.html			
	This is our fee. Third party fees and limitations may apply. See Section 18,			
\$1.00	"International Transactions"			
\$4.95	This is our fee. Third party fees and limitations may apply. See Section 18, "International Transactions"			
\$1.00	This is our fee. Third party fees and limitations may apply. See Section 18, "International Transactions"			
2%	Third party fees and limitations may apply. See Section 18, "International Transactions"			
2%	Third party fees and limitations may apply. See Section 18, "International Transactions"			
\$0.00	Third party fees and limitations may apply.			
	Third party fees and limitations may apply.			
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\$5.00	You may request one replacement card per year at no cost. This fee is charged after this initial request. Standard Shipping Delivery is between 7 to 10 days.			
\$25.00	This fee absorbs the Replacement Card fee (only the expedited replacement card fee will be charged). Expedited shipping allows you to receive the card within a period of 2 to 3 business days.			
	\$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$0.00 \$1.00 \$1.00 \$1.00 \$1.00 \$2.00 \$1.00 \$1.00 \$1.00 \$1.00 \$1.00			

Register your card for FDIC insurance eligibility and other protections. Your funds will be held at or transferred to First Century Bank, N.A., an FDIC insured institution. Once there, your funds are insured for the benefit of the Business up to \$250,000 by the FDIC in the event First Century Bank fails, if specific deposit insurance requirements are met and your card is registered. See fdic.gov/deposit/deposits/prepaid.html for details.

No overdraft/credit feature

Contact Juice Financial by calling 855-687-2114, by mail at Juice Cardholder Services, P.O. Box 315, New York, NY 10018, or visit juicefin.com/mobile