

## JG WENTWORTH PREPAID PROMOTIONAL CARD

**PLEASE SIGN YOUR CARD IMMEDIATELY.**

**TREAT THIS CARD LIKE CASH. YOU ARE RESPONSIBLE FOR  
SAFEGUARDING YOUR CARD NUMBER.**

**YOUR CARD MAY BE USED ONLY AT LOCATIONS THAT ACCEPT  
DEBIT VISA.**

**THE CARD IS NOT A CREDIT CARD. IT IS NOT A GIFT CARD. IT  
IS ISSUED AS PART OF A LOYALTY, REWARDS OR  
PROMOTIONAL PROGRAM.**

### THERE ARE FEES ASSOCIATED WITH YOUR CARD:

Fees associated with the Card	
Replacement Card Fee	\$15.00
Foreign Transaction Fee	2.5% of the transaction amount
Customer Service Call Fee (Live Agent)	FREE

*Your Card will expire six (6) months after issuance, as noted by the “EXPIRATION: END OF” date identified on the front of your Card. The funds on your Card will not be available after expiration so you should use the funds prior to the “EXPIRATION: END OF” date on the front of your Card.*

These terms and conditions of use and Cardholder Agreement (this “Agreement”) constitute our disclosure to you and an agreement between you and us with respect to our issuance and your use of the enclosed prepaid promotional card (“Card”). This Card is issued to you through an agreement with JG Wentworth or one of its affiliates (“Partner”). The value of funds available to the Card at any time (your “Available Balance”) is limited to the dollar amount of prepaid funds, less amounts deducted for eligible purchases and/or withdrawals.

In this Agreement, “you” or “your” means any person who has received the Card and is authorized to use it as provided for in this Agreement, and “we”, “us” or “our” means Evolve Bank & Trust and its successors and assigns.

By receiving and using the Card, you agree with us that the Card, and the money or funds available to the Card, are subject to this Agreement. PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP IT FOR FUTURE REFERENCE. THIS AGREEMENT INCLUDES AN ARBITRATION PROVISION IN SECTION 16.

## CARDHOLDER AGREEMENT

The Card is issued by Evolve Bank & Trust, a Arkansas chartered bank. Evolve Bank & Trust is an FDIC insured member institution. It is only offered to individuals over the age of 18 that can lawfully enter into and form contracts under applicable law, and by using the Card you represent and warrant to us that you are such an individual. We may refuse to issue the Card to anyone for any reason. This Card is our property and we may revoke the Card at any time without cause or notice. You must surrender a revoked Card and you may not use an expired or revoked Card. Signing the back of the Card, using the Card, or allowing someone else to use the Card, means that you accept and agree to be bound by this Agreement in its entirety. Our business days are Monday through Friday, excluding federal holidays even if we are open on any such holiday.

**Section 1. CONTACT INFORMATION.** You may contact us by phone at 1.855.505.3838.

**Section 2. YOUR CARD.** The Card is a prepaid, stored value card limited to use at merchants that accept debit Visa. The Card is a prepaid card. The Card is not connected in any way to any other account. This means that there is no separate deposit account established for you that is associated with the Card. The Card is not a credit card and will not enhance your credit rating. The Card is not for resale. You will not receive any interest on your funds on the Card. The funds on the Card are not insured to you by the FDIC or any other federal or state agency. You acknowledge and agree that the value on the Card is limited to the funds that have been loaded onto the Card on your behalf. The Card is non-reloadable. All funds associated with the Card shall be held by us in an account with us for your benefit, with the balance of such funds to be reduced through your use of such funds in accordance with the terms of this Agreement. You have no rights in funds loaded on the Card, except to access the funds through the Card in accordance with this Agreement. You may not make any deposit, withdrawal or any other transaction with the Card or the prepaid account, except for the Card transactions described in this Agreement.

**Section 3. YOUR SIGNATURE AND PIN.** There is a panel on the back of the Card for your signature. You should sign this panel on your Card as soon as you receive it to help protect your Card from unauthorized use. However, your responsibility for transactions with the Card, as described in this Agreement, does not depend on whether or not you sign your Card.

You may use your Card only after you activate it in the manner provided in the instructions accompanying your Card. At the time of activation, you may be provided a personal identification number (“PIN”) in order to protect your transactions using the Card. You should not disclose your PIN to anyone. If the security or confidentiality of your PIN is compromised, you should notify us at once.

**Section 4. ACTIVATION.** See detailed directions for registration and activation in the letters accompanying the Cards that have been, or will be, provided to you. Your name will not appear on the front of the Card, and merchants who require identity verification may be unwilling to accept such Card.

If we provide you with a personalized Card, the original Card provided will be

closed. The balance available for such Card will be transferred to the personalized Card. If the personalized Card is not activated, the temporary Card will expire on the date indicated on its face and after that date transactions will not be processed.

**Section 5. USING YOUR CARD.** The Card may be used when making purchases from merchants that accept debit Visa. We may decline authorization for any illegal transaction, including, but not limited to any Internet gambling transaction. You agree not to use your Card for any illegal transaction. The balance available for authorizing transactions with your Card is the lesser of your Available Balance or any dollar limitation disclosed for the transaction being performed. The Available Balance will be reduced by the amount of your purchase.

When making a purchase greater than the Available Balance on the Card, alert the cashier, if applicable, to utilize another form of payment to cover the amount greater than what is available on the Card. Ask the cashier, if applicable, to use remaining balance of the Card as the second form of payment. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and then pay the remainder of the balance with another form of legal tender. . If you fail to inform the merchant that you would like to complete a split transaction prior to swiping your Card, your Card is likely to be declined.

There is no credit line associated with your Card. This means that you must have a sufficient Available Balance at the time of a transaction in order to pay for the transaction and associated fees.

The Card itself may not be returned to any merchant for a refund, except where required by applicable law. At the time of each purchase using the Card, you will be asked to sign a receipt for the transaction. The dollar amount of the purchase will be deducted from the value of the Card.

Some merchants (such as restaurants and salons) will obtain an authorization/approval on the Card for an amount up to twenty percent (20%) or more than the total bill to cover any tip or gratuity that you may add to the purchase, and therefore it is important for you to be sure that the balance of your Card is sufficient to cover such amount or arrange to pay the tip or gratuity using cash or another payment method. Hotels, car rental agencies, and gas stations may also secure an authorization/approval on the Card in excess of the estimated purchase amount to ensure that adequate funds are available to cover the final purchase. The entire amount of the authorization/approval will remain unavailable until the actual transaction posts to your Card (typically within seven (7) business days), although only the amount you actually authorize will be deducted from the value of the Card. There are certain payment situations that may require special or additional steps to use your Prepaid Card. When using the Card at an automated fuel dispenser (“pay at the pump”), simply insert your Card and follow the instructions. If you pay at the pump, the merchant may preauthorize the transaction amount up to \$100.00 or more. A typical hold for such amount is 30 days; however, it may be longer. If your Card is subject to a hold, the value on the Card that is subject to the hold will not be available for other purposes. Once the final amount of the transaction is determined and has

been processed and settled, your available funds will be debited for the final amount and the hold will be removed. If the transaction is not completed, you will need to go inside and pay the attendant prior to pumping.

Internet, mail, and phone order purchases may require that we have the name and address of the Card owner on file. If you wish to make Internet, mail, or phone order purchases, you will need to first register your Card by visiting <https://payaccount.io/register> and enter your name and address prior to performing an Internet, mail, or phone order transaction. If you use your Card number without presenting your Card (such as for mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself.

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds and agree to the refund policy of that merchant. You agree that the neither we nor Visa or their affiliates, employees, or agents, including, but not limited to, our processor and its affiliates, employees, and agents, are responsible for the services or merchandise purchased with the Card or any damages resulting directly or indirectly from the use of the Card. If you have a problem with merchandise or services purchased with a Card, that problem needs to be adjusted and resolved with the merchant at whose establishment the transaction was made. Exchange or return of merchandise purchased in whole or in part with the Card will be governed by the procedures and policies of each merchant and applicable law. At the time of any exchange or return, you should present both the merchandise receipt and the Card. If you receive a credit, the credit may not be added to the available funds on the Card for seven (7) business days.

You should get a receipt at the time you conduct a transaction using your Card. This may be your only record of the transaction; you agree to retain your receipts for future reference to verify and reconcile your transactions.

You may not use your Card to obtain cash from an Automated Teller Machine (“ATM”), Point-of-Sale (“POS”) device, or by any other means. You may not use your Card at an ATM.

Each time you use your Card, you authorize us to reduce the value available to your Card by the amount of the transaction and any applicable fees charged by the relevant merchant. Transactions that exceed the remaining Card balance are prohibited and should be declined at the POS. If, notwithstanding an insufficient balance, an authorization is received by the merchant or the merchant uses other means to proceed with the transaction then you agree to reimburse us for any amount in excess of the Card balance for such a transaction. Once the balance on this Card reaches zero (0) all transactions will be declined.

You are responsible for all transactions initiated and fees incurred by use of your Card, and for using your Card according to the terms and conditions of this Agreement. If you permit another person to have access to your Card or Card number, we will treat this as if you have authorized such use and you will be liable for all transactions incurred by those persons. You may not request an additional Card for another person.

The Card may be used to conduct international transactions provided if the merchant accepts the Visa or any other logo on the Card. All debits to your Card Account will be posted in U.S. dollars. Transactions made in a foreign currency are converted into U.S. dollar amounts by Visa using its then current currency

conversion procedure and rate. The currency conversion rate used on the processing date may differ from the rate in effect on the transaction date or periodic statement posting date. Foreign transactions are subject to foreign transaction fees, as set forth in Section 6, and will be included in the amount charged to your Card.

**Limitations on Use.** You may use your Card only in the manner and for the purposes authorized by this Agreement. You may not use your Card for any illegal purpose, and you may not resell your Card. You may not use your Card to obtain cash. You may not use your Card to initiate balance or other fund transfers. We may transfer balances from one card to another. We may restrict access to your Card if we notice suspicious activities. If access is denied, you should contact us at the address in Section 1 so that we can discuss and rectify any problems. You are responsible for all authorized transactions using your Card. Your Card may be subject to additional terms, conditions or policies of Partner.

Transactions and services related to the Card may not be available at all terminals or on all electronic fund transfer networks, and some merchants or other third parties may not accept the Card for all transactions. Neither we nor Partner will be liable or responsible for any merchant’s inability or refusal to honor your Card.

Transaction and available spend limits are set forth in the table below. You acknowledge that we may change the limitations set forth below at any time in our sole discretion.

**Card Limitation Schedule**

	Maximum
Available spend (\$), so long as used no later than three (3) years after the earlier of: (a) the initial date of registration and activation of the Card, or (b) 182 days after the date of purchase or gifting of Card.	\$1,000
<b>Transaction Limits</b>	
Transaction Per Day (#)	5 per rolling 24-hour period
Daily Transaction Amount (\$)	\$1,000 per rolling 24-hour period
Single Transaction Amount (\$)	\$1,000 per transaction

For security reasons, we may limit the number or amount of transactions you can make with the Prepaid Card. You do not have the right to stop payment on any

purchase or payment transactions that you originate through the use of the Card. You may not make preauthorized regular payments from your Card. If you authorize a transaction and fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days. All transactions relating to car rentals may result in a hold for that amount of funds for up to sixty (60) days.

**Card Loading.** Your Card may not be reloaded with monetary value by you directly. Partner may reload your Card if that is a feature of your rewards, loyalty or promotional program.

**Card Expiration and Balance.** The Card plastic is valid through the expiration date shown of the front of the Card or until the value on the Card reaches zero, except where prohibited or modified by applicable law.

**Section 6. FEES AND CHARGES FOR USE OF CARD.** For pre-denominated Card, the maximum value of your Card is identified on the front of the Card. You may also obtain the balance of your Card, whether it is a pre-denominated or variable denomination Card, by calling 1.855.505.3838.

<b>Fees associated with the Card</b>	
Replacement Card Fee	\$15.00
Foreign Transaction Fee	2.5% of the transaction amount
Customer Service Call Fee (Live Agent)	FREE

We may change this fee policy in the future in accordance with this Agreement with prior notice to you.

**Section 7. DISCLOSURE OF CARD INFORMATION TO THIRD PARTIES.** We will disclose information to Partner or third parties about your Card or the transactions you make:

- Where it is necessary for completing the transaction, administering your rewards, loyalty or promotional program or providing customer support;
- Where there has been unauthorized use of your Card;
- With your written permission;
- To utilize services of third parties and affiliate entities who assist us in providing the Card and related services;
- If you owe us money or there are legal proceedings in connection with your Card, in which case, information may be released to attorneys, accountants, collection bureaus, financial institutions, and others involved in collection, adjustment, settlement or reporting;
- To protect against potential fraud and other crimes;

- To our employees, auditors, affiliates, service providers, or attorneys as needed;
- In order to comply with government agency or court orders;
- To verify the existence and condition of your Card to a third party, such as merchant; or
- When otherwise permitted by law. We may also share information about you and your Card, based on our transactions and experiences with you, with our parent, affiliate and subsidiary companies, and with Partner and its affiliates.

Our Privacy Policy is available at <https://www.getevolved.com/privacy-policy/>

**Section 8. BALANCE AND ACTIVITY INFORMATION.** You are responsible for keeping track of the transactions on your Card to ensure that you do not exceed your Available Balance. You can review your Available Balance and a report of transactions on your Card by calling toll-free 1.855.505.3838 or visiting <https://payaccount.io/register>. This information is available to you 24 hours a day, 7 days a week.

**Section 9. NOTICE OF ERRORS.** If you think a receipt is wrong or you have a question concerning a Card transaction, call us toll free at 1.855.505.3838, or write to: Attn: Disputes: 181 University Ave, Suite 1802, Toronto, Ontario. M5H 3M7 as soon as you can. We must hear from you no later than 60 days after the transaction date and you must provide the following information: (i) your name and Card number; (ii) a description of the error or the transaction you are unsure about and an explanation as to why you believe it is an error or why you need more information and (iii) the dollar amount of the suspected error. We may require that you send the complaint or question in an affidavit signed by you, within ten (10) business days of your call to us. Generally, we will tell you the results of the investigation within ten (10) business days after hearing from you and will correct any error promptly. If we need more time, however, it may take up to forty-five (45) calendar days to investigate your complaint or question. For errors involving a new Card, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. We and Partner, where applicable, reserve the right to deduct funds from your available Card balance in order to correct a previous error, and you authorize us to the extent applicable, to accept instructions from Partner to add or return funds from your Card available balance and, in the case of deductions, to return those funds to Partner.

**Section 10. YOUR LIABILITY FOR CARD USE.** Tell us AT ONCE if you believe your Card has been lost or stolen, your PIN has been discovered or if you believe that someone has transferred or may transfer money from your Card without your permission. If you tell us within 2 business days, your available Card balance can be reduced by no more than \$50 if someone used your Card or PIN without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card or PIN and we can prove we could have stopped the unauthorized transactions if you had told us, your

available Card balance could be reduced by as much as \$500. If your Card transaction history shows a transaction that you did not make, tell us at once. If you do not tell us within the earliest of (i) 60 days after the date you FIRST accessed your Card transaction history on which the transaction appeared, or (ii) 90 days after the date of the Card transaction, you may not get back any money you lost after the 60 days or 90 days, as applicable, if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as long trip or a hospital stay) kept you from telling us, we will extend the time periods. Telephoning is the best way of keeping your possible losses down. If your Card has been lost or stolen, we will close your Card to minimize losses. To replace a lost or stolen card, you must provide the Card number and any other information we may require, including your recent transaction history. While we are happy to answer your questions about transactions, please remember that you will be considered to have authorized any transaction by anyone using your Card or Card number. We reserve the right to require an affidavit and conduct an investigation into the validity of any request.

**Section 11. BANK LIABILITY.** If we do not complete a transaction from your Card on time or in the correct amount according to this Agreement, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If through no fault of ours, you do not have enough money on the Card to cover a transaction;
- If a merchant refuses to accept your Card;
- If the transaction would exceed your available funds;
- If the terminal or system was not working properly;
- If access to your Card has been blocked after you reported your Card lost or stolen;
- If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- If we have reason to believe the requested transaction is unauthorized;
- If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the transaction, despite reasonable precautions that we have taken;
- If the merchant authorizes an amount greater than the purchase amount; or
- As otherwise provided in this Agreement or by applicable law.

**Section 12. SYSTEMS UNAVAILABILITY.** Electronic statements may not be available when systems require maintenance or upgrades or major unforeseen events occur, such as earthquakes, fires, floods, computer failures, interruptions in telephone service, electrical outages, civil unrest or riots, war, or acts or threatened acts of terrorism or other circumstances beyond our control. We have no liability for interruptions or delays in services due to systems unavailability. From time to time Card services may be inoperative, and when this happens, you may be unable to use your Card or obtain information about your Card available balance. You agree that neither we, Partner, Visa, nor their affiliates, employees, or agents are responsible for any interruption of service.

### Section 13. MISCELLANEOUS.

**Amendment.** We can change this Agreement at any time, and such changes will be binding on you. If required by law, we will post notice of the change on our web site prior to the effective date of the change. However, if the change is made for security purposes, we can implement it without prior notice. Your use of the Card constitutes acceptance of any amendment implemented by us. 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.

**Our Closure or Suspension of the Prepaid Account.** We may close or suspend the prepaid account for your Card at any time. Your Card remains our property. We may cancel your right to use your Card at any time. Once the prepaid account has been closed, you agree to discontinue using your Card. If after closure there are remaining available funds in the Card's account balance, they are our property. No closing of the Card will affect any of our rights or your obligations and responsibilities arising prior to such closing, or which by their nature or by express provision are intended to survive such closing.

**Disclaimer of Liability.** In providing the Card and related services to you, we disclaim any duty or responsibility other than those expressly set forth in this Agreement. We are not liable for any claims, losses or damages that arise out of your misuse of the Card. We are not liable for any claims of special, indirect or consequential damages.

**Assignment.** You may not transfer or assign the Card or this Agreement to any other person without our and Partner's prior written consent. We may assign our obligations to you under this Agreement without your consent or notice to you.

**Severability/No Waiver.** If any provision of this Agreement is deemed unlawful, void, or for any reason unenforceable, then that provision shall be deemed severable from this Agreement and shall not affect the validity and enforceability of any remaining provisions.

**Applicable Law.** This Agreement is governed by applicable federal laws, rules and regulations. To the extent federal law is not applicable, the laws of the State of Tennessee govern this Agreement. In the event of any conflict between the provisions of this Agreement and any applicable law or regulation, this Agreement will be deemed modified to the extent necessary to comply with such law or regulation.

**Waiver.** We may waive any of the provisions or conditions of this Agreement, but any such waiver will be effective only on that occasion and will not be a continuing waiver or a waiver on any other occasion. We can delay enforcement of any of our rights under this Agreement without losing them.

### Section 14. ARBITRATION PROVISION.

**ARBITRATION: PLEASE READ THIS CAREFULLY. YOU AGREE THAT ANY DISPUTE WILL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR**

**INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES. YOU ALSO AGREE ANY ARBITRATION WILL BE LIMITED TO THE DISPUTE BETWEEN YOU AND US AND WILL NOT BE PART OF A CLASS-WIDE OR CONSOLIDATED ARBITRATION PROCEEDING.**

Agreement to Arbitrate: You and we agree that any dispute will be resolved by arbitration. This Agreement is governed by the Federal Arbitration Act (FAA), 9 USCS § 1 et seq. and the substantive law of the state of Tennessee.

Definitions: Arbitration is a means of having an independent third party resolve a dispute. A “dispute” is any controversy or claim between you and us or Partner. The term dispute is to be given its broadest possible meaning and includes, without limitation, all claims or demands (whether past, present or future, including events that occurred prior to the opening of this account), based on any legal or equitable theory (tort, contract or otherwise), and regardless of the type of relief sought (i.e. money, injunctive relief or declaratory relief). A dispute includes, by way of example and without limitation, any claim based upon federal or state constitution, statute, ordinance, regulation, or common law, and any issue concerning the validity, enforceability or scope of this arbitration agreement. The term “you” includes any authorized user and also your heirs, guardian, personal representative or trustee in bankruptcy. The term “us” includes our employees, officers, directors, attorneys, affiliated companies, predecessors and assigns, as well as our marketing, servicing and collection representatives and agents.

Selection of arbitrator: If a dispute arises, the party asserting the claim or defense must initiate arbitration, provided you or we may first try to resolve the matter informally or through customary business methods, including collection activity. The party filing arbitration may initiate and pursue the matter with the American Arbitration Association (“AAA”) or JAMS, The Resolution Experts or we may agree upon a different arbitrator described below. If you claim you have a dispute with us, but do not initiate arbitration or select an arbitrator, we may do so. You may obtain copies of the current rules of arbitration and forms and instructions for initiating arbitration by contacting them as follows:

- American Arbitration Association, 335 Madison Avenue, Floor 10, New York, NY 10017-4605 Website: [www.adr.org](http://www.adr.org).
- JAMS, The Resolution Experts, 1920 Main Street, Suite 300, Irvine, CA 92614, Website: [www.jamsadr.com](http://www.jamsadr.com) or by phone at (949) 224-1810 or (800) 352-5267

The policies and procedures of the arbitrator will apply provided that they are consistent with this arbitration agreement. To the extent the arbitrator’s rules or procedures are different than the terms of this arbitration agreement, the terms of this arbitration agreement shall apply. If either of the arbitration firms are not available to adjudicate the matter, or if neither is convenient or acceptable to you, you and we may agree on one or more neutral arbitrators. If you and we cannot agree on arbitrator(s), an arbitrator will be appointed by a court with jurisdiction over the matter pursuant to the FAA.

Cost of Arbitration: We will pay the filing fee and any costs or fees charged by the arbitrator regardless of whether you or we initiate the arbitration. Except where otherwise provided by applicable law, each party will be responsible for

its own attorneys’ fees and other expenses. Unless prohibited by law, the arbitrator may award fees, costs and reasonable attorneys’ fees to the party who substantially prevails in the arbitration.

Place of Arbitration: Unless you and we agree to a different location, the arbitration will be held in Memphis, Tennessee. The arbitrator may decide the matter based upon written submissions by the parties if permitted under the arbitration rules.

Waiver of Rights: You are waiving your right to a jury trial, to have a court decide your dispute, to participate in a class action lawsuit and to certain discovery and other procedures that are available in a lawsuit. The arbitrator has the ability to award all remedies available by statute, at law or in equity to the prevailing party. You and we agree that the arbitrator has no authority to conduct class-wide proceedings and will be restricted to resolving the individual disputes between you and us. If an arbitration firm or arbitrator fails or refuses to enforce the waiver of class-wide arbitration, then the dispute will proceed in court. The validity, effect and enforceability of this waiver of class action lawsuit and class-wide arbitration is to be determined solely by a court of competent jurisdiction and not by the arbitration firm or arbitrator. If such court refuses to enforce the class-wide arbitration waiver, then it is agreed the dispute will proceed in court rather than arbitration.

Review of Arbitration Award: The arbitrator shall apply applicable federal and Florida substantive law and the terms of your Agreement with us. The arbitrator shall make written findings and the arbitrator’s award may be filed with any court having jurisdiction. The arbitration award shall be supported by substantial evidence and must be consistent with your Agreement with us and applicable law or may be set aside by a court upon judicial review.

No Preclusive Effect: No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Provision.

Public Injunctive Relief: If a Claim is brought seeking public injunctive relief and a court determines that the restrictions in the Class Action Waiver and/or elsewhere in this Arbitration Provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.

Other Provisions: If any portion of this arbitration agreement is subsequently deemed unenforceable, the enforceability of any other provision of this arbitration agreement shall not be affected and the unenforceable term shall be amended such that it is enforceable to the maximum extent permitted by law provided that if a class action litigation or a class-wide arbitration is permitted for any reason, either party may require that the entire dispute be heard by a Judge, sitting without a jury, under applicable court rules and procedures. This

arbitration provision shall survive: (i) termination or changes in your Agreement with us, your Card, or the relationship between you and us concerning your Card; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of the Card, or any amounts owed on the Card, to any other person or entity.

Right to Opt-Out: If you do not wish to agree to arbitrate all disputes with us, you must advise us in writing at the following address within thirty (30) days of receipt or activation of the Card (whichever is earlier): Evolve Bank & Trust, Payment Processing Solutions: 6070 Poplar Avenue, Suite 200, Memphis, Tennessee. 38119.

**Section 15. MISCELLANEOUS PROVISIONS:** When any provision in this Agreement states that we may take certain actions, we may do so in our sole discretion. We do not waive our rights by delaying or failing to execute them at any time. To the extent permitted by law and as permitted by the Waiver of Jury Trial and Arbitration above, you agree to be liable to us for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Card. If a court finds any provision of this Agreement invalid or unenforceable, such finding shall not make the rest of this Agreement invalid or unenforceable. To the fullest extent possible, any such provision shall be deemed to be modified so as to be rendered enforceable or valid; however, if such provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable. Section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any provision of this Agreement. Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English. 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 or permitted by applicable law.