Spend Card Terms

Effective Date: 3 August 2026

These Spend Card Terms (these "**Terms**") are an agreement between you and System Pay Services (U.S.), Inc., a Delaware corporation with a registered address at 365 Toni Stone Xing, Floor 3, San Francisco, CA 94158 ("**we**," "**us**," and "**our**"). These Terms govern your access to our technology and transaction processing services to enable your use of the Spend Card we make available through our platform or a platform partner (each, a "**Platform Partner**"). The Spend Card is issued by our Service Partner, Third National (“**Issuer**”) and certain functions related to the Spend Card program may be performed by Issuer’s affiliates. These Terms must be read in conjunction with our US Embedded Terms of Service (“**End-User Terms**”) and the Issuer’s Card Terms (International), both of which are found on the Help Centre of our website. We are not a party to the Issuer’s Card Terms (International) and disclaim any liability for the performance of services covered therein except as specifically provided herein.

By activating or using a Spend Card, or clicking "I agree" or "Submit", you (a) agree to be bound by these Terms; (b) you agree to be bound by the Issuer’s Card Terms (International); and (c) you acknowledge that you have read and consent to our, and the Issuer’s and any applicable affiliates’ Privacy Policies and Electronic Communications Notices.

Defined terms used in the End-User Terms apply to these Terms. In the event of a conflict with these Terms and the End User Terms, specifically as they apply to card matters, these Terms will control.

Article 1. Service Roles in respect of Spend Card

1.1 Issuer’s role. Issuer issues the Spend Card pursuant to a license from the applicable payment card network. The Issuer’s Card Terms (International) govern and set out the Issuer’s and your rights and obligations in respect of your use of the Spend Card. Issuer is responsible for running the Spend Card program and provides you with (a) credit (where applicable); (b) transaction processing services, subject to limits, controls and risk checks; and (c) ensures the Spend Card program’s compliance with network rules and provides regulatory oversight applicable to the Issuer. Any obligation to pay interest, fees and/or the provision of credit arises solely between you and Issuer under the Issuer’s Card Terms (International).

1.2 Our role, no provision of credit. We enable your use of the Spend Card by providing you, via your Platform Partner, with the technology platform (including integration of the Spend Card with the Digital Asset Wallet that we provide you). We will directly provide you with customer support and related services.

Article 2. Account Opening and Use

2.1. Eligibility Requirements. In addition to the requirements set out in your End-User Terms, you may only apply for a Spend Card if you:

2.1.1 have an active and compliant Digital Asset Wallet provided by us or a BVNK Service Partner (“**Wallet**”);

2.1.2 are minimum age of 18 or 19+, depending on the relevant jurisdiction; and

2.1.3 are not resident in any jurisdiction where we cannot legally distribute via our Service Partner the Spend Card.

Your application for a Spend Card account through your Wallet will only be successful once your account has been successfully activated.

2.2 Not a US resident. You represent and warrant that you are not a U.S. resident or entity and are not subject to sanctions restrictions. You also represent that you were not solicited for this product. These representations supplement, and do not limit, the eligibility statements elsewhere in these Terms.

2.3 Prohibited Activities and Use. You agree not to use any Spend Card for unlawful purposes, money transmission activities, or in violation of applicable sanctions or export control laws. We reserve the right to deny any purchase for any reason, such as account default, suspected fraudulent or unlawful activity, internet gambling, or any indication of increased risk related to the purchase. We may terminate or suspend your use of the Spend Card, with or without notice to you, before or at the time we take such action. Cash advances and balance transfers are not available under these Terms. You acknowledge and agree that you have read and understood our prohibited activities list, available here, and that you will not engage in any such activities when using the Spend Card services or the Spend Card. The Issuer may maintain its own prohibited activities list available on its website. To the extent applicable, you agree to comply with each of the Issuer's own policies:

● Rain's Privacy Policy, available at https://www.raincards.xyz/legal/docs/privacy-policy;

● Rain's Platform Partner Acceptable Use Policy, available at: https://legal.raincards.xyz/legal/platform-partner-acceptable-use-policy; and

● Rain's Platform Partner Prohibitions Policy, available at: https://legal.raincards.xyz/legal/platform-partner-prohibitions-90da0bbb

2.4 Account information, statements and Communications. Unless these Terms say otherwise, all communication relating to your account and the Spend Card will be made electronically and handled by the Platform Partner's support team (the "**Support Team**"). The Platform Partner may escalate queries to us where platform-level assistance is required, and we will provide reasonable support and information to the Platform Partner to enable it to respond to such queries.

2.5 Account Updates and Closure. You may make changes to your account details through the platform. We may close your account at any time. You may close your account at any time on our platform. You will remain responsible for all payments for goods or services made to a merchant that accepts payments on the applicable payment card network ("**Charge**") on your account until it is finally closed.

2.6 Contact information. You must keep your contact information accurate and up to date at all times.

2.7 Card issuance process. We may decide not to grant requests for a Spend Card or limit the number of physical or virtual Spend Cards provided to you. You are responsible for securing your Spend Card, account numbers, and Spend Card security features. You will promptly notify us and take appropriate measures to prevent unauthorized transactions when a Spend Card is lost, stolen, breached, or needs to be replaced. In such cases, you may request the issuance of a replacement Spend Card through your Wallet. We may also restrict or disable the creation or provisioning of tokenised virtual Spend Cards (including adding Spend Cards to digital wallets).

Article 3. Spend Card Usage

3.1 Access to Spend Card services. You understand that you have access to the Spend Card and related services only to the extent authorized by us. We reserve the right to block and/or terminate transactions and suspend access to your Spend Card, unless prohibited by applicable law.

3.2 Wallet Integration with Spend Card. If your wallet is closed, suspended, or otherwise unavailable, your Spend Card may be suspended or terminated. Transactions may be declined if your wallet does not have sufficient available funds or eligible sources to satisfy authorization or settlement. We may impose additional controls or limits based on your wallet status.

3.3 Spend Card Functionality. You may use your Spend Card to purchase or lease goods or services (each, a "**transaction**" or "**purchase**") by presenting your Spend Card or providing to participating merchants and establishments that honor the Spend Card your card number and additional information by any other means (for example, over the phone, online or through a mobile app). We will not be liable to you (or anyone else) if any merchant or other person cannot or will not process a purchase permitted under these Terms.

3.4 Spend Card Use. You acknowledge and agree that you will not use the Spend Card (1) for any expense which is not an expense incurred by you; (2) for any purpose prohibited by these Terms; or (3) for, with, or for the benefit of any individual or entity who is blocked or sanctioned by the United States, including those identified by the United States Department of Treasury's Office of Foreign Assets Control.

3.5 Spending Limits. We will set your Spend Card spending limit. Spending limits are dynamic and may be modified at any time with or without notice to you, including temporary increases or decreases, or reducing spending limits to $0. The Issuer may additionally set spending limits on each Spend Card. Unless prohibited by applicable law, we may from time to time limit the type, number and dollar amount of any purchase, including any cash-like transaction, even if you have sufficient available credit to complete the purchase. Cash-like transactions include, but are not limited to purchasing travelers checks, foreign currency, money orders, wire transfers, cryptocurrency, other similar digital or virtual currency; purchasing lottery tickets, casino gaming chips, race track wagers, and similar offline and online betting transactions; person-to-person money transfers and account-funding transactions that transfer currency; and making a payment using a third-party service including bill payment transactions not made directly with the merchant or their service provider.

3.6 Unauthorized Use. You must use the Spend Card in accordance with these Terms and applicable law. You are responsible for all Charges made using the Spend Card. BVNK, the Issuer, payment card networks, and other intermediary third-party service providers (including merchant acquirers) may deny or reverse Charges in accordance with applicable rules or requirements. We are not responsible for losses resulting from a Charge being denied or reversed unless caused by the Issuer's breach of these Terms or applicable law. For more information, see the "Lost or Stolen Cards" section below.

3.7 Your promise to pay and obligation to repay us. You acknowledge and agree that we will satisfy obligations created through your use of the Spend Card, and you may be required to repay us for any losses sustained by us. This obligation includes transactions made using your Spend Card by people who use your Spend Card, even where their use of the Spend Card exceeds the authorisation you gave them.

3.8 Authorized Charges. Any authorized Charge or charges we impose on you for use of Services or your use of a Spend Card ("**Fee**") on a Spend Card may reduce your spending limit by a corresponding amount. Preauthorization amounts may exceed final amounts; you are responsible for ensuring sufficient Wallet availability for holds and subsequent settlements. Merchant-initiated transactions (e.g., tips, delayed or recurring charges) may post after authorization and you remain responsible for those amounts. You acknowledge that any initial "hold" Charge will reduce your spending limit until the final Charge is determined.

3.9 Program Spending and Reserves. We may, in our discretion, use your funds or assets maintained in the Wallet to satisfy program obligations. We may adjust the level, allocation, and sources of reserve and float from time to time in order to meet program obligations and mitigate risk. See Article 4 below for further terms in respect of collateralisation of your spend.

3.10 Decline or delay Spend Card transactions. We may, in our absolute discretion, decline or delay your Spend Card transactions including, but not limited to, where (a) you have insufficient funds in your Wallet; (b) you exceed the Spend Card limit specified on your account; (c) we suspect fraud or suspicious activity on your account; (d) we are required to do so by law, regulation or the payment card network rules; (e) you are in breach of these Terms or the Issuer's Card Terms; or (f) the transaction falls within a prohibited or restricted merchant category, merchant, or transaction type designated by us or the Issuer from time to time.

3.11 Our authority to resolve errors and unauthorized activity. If an error occurs, you authorize us to (a) debit, reverse, or adjust your account as necessary; (b) suspend use of the Spend Card; or (c) to terminate your use of the account.

3.12 Your responsibility to prevent fraud. You will use all reasonable means to protect your Spend Card and login credentials to the Wallet from unauthorized use. You will not allow any other person or third party to use the Services or the Spend Card on your behalf. You will immediately notify us where you know or suspect that access to your Wallet has been compromised or your Spend Card has been lost, stolen, or compromised in any way.

Article 4. Default and Collections

4.1 Collateralisation of your Spend. When you make a purchase on your Spend Card, we may move funds in your Wallet into our Aggregated Collateral Reserve wallet on a daily basis. We will decide how much of your Collateral we need to move to this Aggregated Collateral Reserve wallet. Further, we reserve the right to move additional funds of your Wallet to top-up funds in the Aggregated Collateral Reserve. We will hold the Collateral provided from funds in your linked Wallet as collateral to secure the Charges made by you on any Spend Card (the "**Collateral**"). The Collateral will be aggregated with the Collateral of other end-users to form our Aggregated Collateral Reserve (the "**Aggregated Collateral Reserve**"). We will hold the Collateral in one or more Aggregate Collateral Reserve wallets on a Supported Blockchain. The Issuer will use the Collateral in the Aggregated Collateral Reserve to settle your payment obligations (including Fees and Charges) as they fall due. If the Aggregated Collateral Reserve and/or your funds in your linked Wallet deplete to zero, your Spend Card transaction will be declined. See articles 4.2 and 4.6 for further details of what occurs in this event. By entering into these Terms, you are furnishing and granting us a security interest in the Collateral, as well as any additions to, substitutions or renewals of the Collateral. No portion of the Collateral may be used by you to secure other loans.

4.2 Liquidation Events. A "Liquidation Event" will occur (a) if there is insufficient Aggregated Collateral Reserve to meet the payment obligations to the Issuer; or b) the Market Value of the Aggregated Collateral Reserve drops below the value of the existing Charges on all Spend Cards. "Market Value" of the Collateral will be determined by us and/or the Issuer using the net redemption value provided by a centralized stablecoin issuer and/or the real time price posted on a reputable and recognized exchange or price aggregator, or by reference to a price oracle, subject to our or the Issuer's discretion. You agree to pay your share of all transaction costs or fees relating to any liquidation transaction, and that all such costs or fees will be paid from your Collateral and will not be credited to your account. You further agree that the Market Value is determined at the time of a Liquidation Event, and any change in or fluctuation in value of the Collateral before or after a Liquidation Event will have no bearing on obligations owed to us and/or Issuer. You authorize and consent to us liquidating the Collateral upon a Liquidation Event through a third party or by other means in order to satisfy payment obligations owed by you to us, the Issuer or other third party, as applicable.

4.3 Market Value. You, through your linked Wallet, must ensure that the Collateral has a Market Value in United States Dollars ("**USD**") that is greater than or equal to the value of all unpaid Charges to your Spend Card. For example, if you provide Digital Assets with a Market Value equal to $100 of value in USD, and that Market Value does not change, your spending limit will be equal to a maximum of $100 USD across your Spend Card. Once $100 USD has been charged to your Spend Card, you will be required to either make a payment or provide additional Collateral in order to make any additional Charges. If, at any time, the Market Value of your Collateral becomes less than the value of all unpaid Charges, we may require you to add to the Collateral, or you may be subject to a Liquidation Event, at our discretion. If the Market Value of your Collateral is subject to a Liquidation Event when the Market Value is below your existing Charges, you still owe us and Issuer any difference between the USD value of the Charges and the USD value of the collateral at the time of the Liquidation Event.

4.4 Withdrawal of Collateral. Your withdrawal of any Collateral will not terminate any outstanding payment obligations you may have on your Spend Card.

4.5 Supported Blockchains. You acknowledge and agree that the Supported Blockchains, including any Supported Blockchains that consist of or include tokenized assets, are not managed by us, and are subject to their own terms, conditions, and risks. We make no representations or warranties regarding any Supported Blockchain, or any underlying Collateral related to such Supported Blockchain, including but not limited to their value, liquidity, stability, yield, rewards, or any other attributes. We expressly disclaim all responsibility and liability for any losses, fluctuations, or other outcomes arising from the ownership, use, performance, or characteristics of any Supported Blockchain and/or Collateral. You are responsible for evaluating and accepting the risks associated with any Supported Blockchain you use to provide Collateral. You waive any right to require us to: (a) proceed against any other person; (b) proceed against or exhaust any security held under these Terms; or (c) pursue any other remedy available to us under applicable law. We may, without prior notice, and from time to time: (a) renew, compromise, extend, accelerate or otherwise change the terms relating to the Account; (b) take and hold security (other than the Collateral) for payment of the Account and enforce, exchange and release the security in any manner that we determine is proper; (c) release or substitute any person, guarantor, or endorser of the Account; and (d) increase or lower the Credit Limit on your Account, and no such action shall change the fact that the Collateral shall at all times serve as security for the Account.

4.6 Your Default. In the event of your default under these Terms, we may, subject to applicable law (including any applicable notice requirement): (a) declare all or any portion of your outstanding

Spend Card balance to be immediately due and payable; (b) instead allow you to repay your Spend Card balance, without waiving any rights under subsection (a); and/or (c) commence a collection action against you and charge you for any court costs and/or any reasonable attorneys' fees and costs we are charged in connection with such action by any attorney who is not our salaried employee. We may at any time and in our sole discretion delay or waive enforcing any of our rights or remedies under these Terms or under applicable law without losing any of those or any other rights or remedies. Even if we do not enforce our rights or remedies at any one time, we may enforce them at a later date.

Article 5. Fees, Interest, Setoff and Taxes

5.1 Fees and Charges. Fees and Charges may apply in connection with your use of the Spend Card and related services. Subject to applicable law, you remain responsible for all Fees and Charges under these Terms even where those Fees and Charges are imposed directly on you by the payment card network. To the extent required by applicable law, foreign exchange and cross-border charges are imposed directly by the applicable payment card network and are incorporated into the exchange rate applied to your Spend Card transaction. You will see the final authorised transaction amount after conversion. Certain other fees or charges (including returned payment fees, card issuance or replacement fees) may be charged in connection with your use of the Spend Card and its related services. These fees or charges may be passed onto your Platform Partner, who in turn may pass those onto you in accordance with their terms and conditions.

5.2 Penalty Fees. Each time a payment on your Spend Card is returned or reversed for any reason, or we must return any check, instrument, or transaction you send us, we may charge you a returned payment fee. We may charge fees for special services you request in accordance with applicable law.

5.3 Foreign currency transactions. If you make a transaction using your Spend Card in a foreign currency (including, for example, online purchases from a merchant located outside of the Puerto Rico.), the credit card association will convert any transaction in foreign currency into U.S. dollars using an exchange rate for the applicable central processing date that is (1) selected by the association from the range of rates available in wholesale currency markets, which rate may vary from the rate the association receives; or (2) the government mandated rate. The conversion rate you get may differ from the rate on the transaction date or the posting date, and from the rate that the credit card association gets. A merchant or other third party may convert a transaction into U.S. dollars or another currency, using a rate they select, before sending it to the credit card association.

5.4 Partner Deductions. Where fees are to be paid to a Service Partner, you authorize and instruct us to allow the Service Partner to deduct relevant amounts automatically in accordance with these Terms.

5.5 Setoff and Offset Rights. Subject to law, we may set off, transfer, or apply sums we hold on your behalf - including balances in your Wallet or accounts in or toward satisfaction of liabilities and fees owed to us, a Service Partner, or the Platform Partner related to the Digital Asset Services when due.

5.6 Taxes. You are responsible for your own taxes arising from the use of Spend Card services.

Article 6. Managing Your Spend Card

6.1 Periodic Statements. You should visit the Platform regularly to receive your periodic statements that reflect activity for the Spend Card issued to you, identifying charges, fees, refunds, or other amounts owed or credited to your Wallet during the time covered by that statement. You are responsible for payment in full of all Charges and Fees. Your Wallet may include Periodic Statements identifying Charges, Fees, refunds, the amount of your Collateral, any other Spend Card transactions, or other amounts owed or credited to your Wallet. Periodic Statements may be made accessible to you on your Wallet daily, monthly, or as otherwise prescribed by Issuer. You must notify us promptly if you believe that there are any errors on your Periodic Statement, and submit any disputes or Chargebacks in accordance with these Terms.

6.2 Repayments. Where applicable, you may make a repayment for a balance on one or more of your Spend Cards by any means that are permitted by us and as provided in your Wallet. At any time and where applicable, you may pay all or any part of your outstanding balance, without penalty. Payment of more than the payment due in one billing cycle will not relieve you of the obligation to pay the entire payment due in subsequent billing cycles. Any failure to pay the full amount owed to us when required is a breach of these Terms. You are responsible for all costs or expenses that we may incur in collecting amounts owed but not timely paid, including legal or collections fees and any interest at the maximum rate permitted under law.

6.3 Disputing Charges and Chargebacks. If you cannot resolve a dispute with a merchant, you may initiate a Chargeback through your Wallet. For the purposes of this term, a "Chargeback" means a dispute that you initiate against a merchant for an unresolved dispute with the merchant or where a Charge is unauthorized. You are responsible for reviewing your Periodic Statements promptly and identifying any Charges that you believe are unauthorized or that you dispute. If you and a merchant have a dispute regarding a Charge identified on your Periodic Statement, such as the delivery of incorrect goods or services or being charged the wrong amount, you should first attempt to resolve the dispute with the merchant. If the dispute is not resolved to your satisfaction or if you believe the Charge is unauthorized, you may initiate a Chargeback through your Wallet. You must report any disputed Charge or error no more than 60 days after the disputed Charge is posted on your Periodic Statement. We may require additional details on the transaction, and our review of your disputed Charge will be conditioned on your providing all of the information we may require to review the disputed Charge. You understand that the Spend Card is subject to payment card network rules regarding chargebacks. The payment card networks have additional established procedures for resolving chargebacks that may require you to provide further details of the disputed Charge or associated documentation. Charges relating to disputed Charges and Chargebacks that are pending resolution may still be due and owing as of the date that payment is due as provided in the applicable Periodic Statement. Chargebacks resolved in your favor will be credited to your Wallet on either the current or a future Periodic Statement. We may impose Fees, reduce your spending limits, or suspend access to your Wallet or the Spend Card services if you fail to pay Charges relating to Chargebacks that are pending resolution on the payment date. Provisional credits during a dispute may be reversed if the dispute is denied or reversed, and Charges related to disputes may remain due pending resolution. A Charge will be treated as authorised where the Spend Card, card details, digital wallet token, or associated security credentials (including any PIN, passcode, biometric authentication, one-time password, authorised device, or authenticated account session) were used to approve the transaction. A Charge will not be considered unauthorised solely because you later dispute it or claim that you did not intend to complete the transaction where it was properly authenticated. We may rely on transaction records and authentication data when assessing

Chargebacks and may decline disputes that we reasonably determine to be fraudulent or made in bad faith.

6.4 Disputes (other than billing errors). You should refer to the End-User Terms for relevant terms.

6.5 Card reissuance process. You may request the issuance of a replacement Spend Card through your Wallet. The replacement card will have new account numbers that could require you to update the Spend Card on file for any scheduled or recurring payments. You are solely responsible for updating your Spend Card information stored with merchants where account numbers have been changed.

6.6 Lost or Stolen card. If your Spend Card is lost or stolen or if you think someone may be using your Card without your permission, you must notify us promptly by contacting the Support Team. You will not be liable for any unauthorised use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before receipt of your notice by us. You have an obligation to assist us in our investigation if your Spend Card is lost or stolen, or you believe someone is using your Spend Card or your Wallet without your permission.

Article 7. Security and Credentials

7.1 Security. You agree to maintain the confidentiality of all non-public, confidential, or proprietary information ("Confidential Information") disclosed by us in connection with the Spend Card services, whether disclosed orally, in writing, or by any other means, and whether marked as confidential or not, provided such information should reasonably be understood to be confidential. You shall use at least the same degree of care to protect our Confidential Information as you use to protect your own confidential information of like importance, but in no event less than a commercially reasonable standard of care. You shall not disclose Confidential Information to any third party except to your affiliates, employees, agents, or professional advisors who have a need to know such information for the purpose of performing under these Terms and who are bound by confidentiality obligations at least as protective as those herein. The obligations in this section do not apply to information that: (a) is or becomes publicly available through no fault of you; (b) is lawfully received from a third party without breach of any confidentiality obligation; (c) is independently developed by you without use of or reference to our Confidential Information; or (d) is required to be disclosed by law, regulation, or court order, provided that you give prompt notice to us (where legally permitted) and cooperate in any efforts to limit such disclosure. The obligations of confidentiality shall survive termination of these Terms for a period of three (3) years, except with respect to trade secrets, which shall be protected for so long as they remain trade secrets under applicable law.

7.2 Credentials. You must keep platform credentials secure and notify us immediately of any suspected compromise. You are responsible for all activities under your credentials.

Article 8. Data Protection and Privacy

8.1 Controller Role. We act as a data controller for personal data we process to provide the Spend Card services and manage such data in accordance with applicable data protection laws and our Privacy Policy. If you are an individual, we may collect and retain personal data such as your name, email address, residential address, phone number, date of birth, taxpayer identification number, government-issued ID, bank account statements, crypto wallet addresses you control, and information about your intended use of the services and source of funds. Personal data you provide must be accurate, complete, and up to date.

8.2 Data Sharing. By opening, using, or maintaining a Spend Card, you consent to and direct Issuer to share information relating to transactions, including receipt information or other personal data, in order to deliver the Spend Card services. We may also share information with Issuer, payment card networks, program partners, processors, fraud-prevention and sanctions-screening providers, and regulators, as needed to operate the Spend Card and mitigate risk.

Article 9. Changes to these Terms

9.1 Subject to applicable law, we may, from time to time, make changes to these Terms at our sole discretion, including interest rates and fees. Unless stated otherwise, any change takes effect when posted via the platform or our website after providing you with notice as required by applicable law. If you disagree with an update, you may terminate these Terms.

Article 10. Termination

10.1 Subject to applicable law, we may suspend, revoke or cancel your Spend Card privileges, your right to use the Spend Card or deny any transaction, in our sole discretion at any time, with or without cause and with or without giving you notice. Any termination of credit privileges, whether initiated by you or by us, will not affect any of our rights or your obligations under these Terms, including your obligation to repay any amounts you owe us according to the terms of these Terms. On our demand or upon termination of credit privileges, you agree to surrender to us or destroy the Spend Card, where applicable. If you attempt to use the Spend Card after the termination of credit privileges (whether or not we have provided notice of such termination), the Spend Card may be retained by a merchant, ATM or financial institution where you attempt to use the Spend Card.

Article 11. Communication and Call Recording

11.1 Consent. You consent to communications as set out in this Article. You authorize BVNK, Issuer and their partners (one of and each of Issuer's joint or independent affiliates, agents, assigns, and service providers (collectively, the "Messaging Parties") to use automatic telephone dialing systems, artificial or prerecorded voice message systems, text messaging systems and automated email systems, or any system capable of storing and dialing telephone numbers to deliver messages relating to these Terms, your Spend Card, or your relationship with the Messaging Parties more generally (including but not limited to: messages about upcoming payment due dates, missed payments and returned payments) to any telephone number(s) you provide to the Messaging Parties. You also agree that these messages may deliver prerecorded and/or artificial voice messages. You understand that telephone messages may be played by a machine automatically when the telephone is answered, whether answered by you or someone else, and that these messages may also be recorded by your answering machine. You also authorize the Messaging Parties to deliver messages to you via mail or email at any addresses you supply to them or that they obtain through any legal means. You understand that anyone with access to your mail, telephone or email account may listen to or read the messages the Messaging Parties leave or send you, and you agree that the Messaging Parties will have no liability for anyone accessing such messages. You further understand that, when you receive a telephone call, text message or email, you may incur a charge from the company that provides you with telecommunications, wireless and/or internet services, and you agree that the Messaging Parties will have no liability for such charges except to the extent required by applicable law. You expressly authorize the Messaging Parties to monitor and record your calls with the Messaging Parties. If any telephone number you have provided to the Messaging Parties changes, or if you cease to be the owner, subscriber, or primary user of any such telephone number, you agree to immediately give notice to the Messaging Party that delivered the messages of such facts so that the Messaging Party can update its records.

11.2 Rights to Revoke Consent. You may revoke your consent to receive autodialed calls, prerecorded voice messages, and text messages at any time by contacting the applicable Messaging Party directly or by sending a request to the Support Team with the subject line "END COMMUNICATIONS". Your revocation will be effective within a reasonable time after we receive your request. Revocation of consent to receive autodialed or prerecorded calls or texts will not affect your receipt of manually dialed calls, transactional messages required by law, or other communications necessary to service your account. To stop marketing emails, you can follow the opt-out instructions included at the bottom of the Messaging Parties' emails.

Article 12. Indemnity

12.1 You will defend, indemnify, and hold us and our affiliates, and partners, directors, officers, employees, agents, trustees, administrators, managers, advisors, and representatives (each an "Indemnitee") against, and hold each Indemnitee harmless from, any and all claims, litigation, investigations, proceedings, losses, damages, fines, penalties, liabilities, settlements, costs, fees, and expenses incurred by any Indemnitee or asserted against any Indemnitee by any person: (1) arising out of, in connection with, related to, or as a result of, a breach by you or by any administrator or user of any of the representations, warranties, covenants, or agreements contained in these Terms, the End-User Terms, any terms applicable to any third party provider or any other agreements with any issuing partner or that otherwise relate to the Spend Card services or the use of the Spend Card; (ii) for amounts owed by us to third parties; (iii) for acts or omissions of your administrators, users, or your employees or agents; (iv) for your use of the Spend Card services; or (v) for disputes over charges between you and merchants. We may defend any claim subject to indemnification hereunder, using counsel of our choice, and you will pay or promptly reimburse us for the reasonable fees of such counsel and all related costs and reasonable expenses. If you are a user from a jurisdiction that does not allow certain indemnification obligations, you agree that the foregoing section titled "Indemnity" is intended to be as broad as permitted under the laws of such jurisdiction. If any portion of this section is held to be invalid under the laws of such jurisdiction, the invalidity of such portion will not affect the validity of the remaining portions of the applicable sections.

Article 13. Limitation of Liability

13.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE, OR OUR AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR SERVICE PROVIDERS BE LIABLE TO YOU OR ANY THIRD PARTY FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, OR PUNITIVE DAMAGES (INCLUDING, WITHOUT LIMITATION, DAMAGES FOR LOSS OF PROFITS, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR OTHER INTANGIBLE LOSSES), WHETHER BASED IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, ARISING OUT OF OR IN CONNECTION WITH YOUR USE OF OR INABILITY TO USE THE SPEND CARD, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

13.2 WE ARE NOT RESPONSIBLE FOR THE QUALITY, SAFETY, LEGALITY, OR DELIVERY OF ANY GOODS OR SERVICES YOU PURCHASE WITH THE SPEND CARD. ADDITIONALLY, WE ARE NOT LIABLE FOR ANY LOSSES RESULTING FROM YOUR OWN NEGLIGENCE, MISUSE OF THE SPEND CARD, OR FAILURE TO SAFEGUARD THE SPEND CARD OR ITS CREDENTIALS.

13.3 WHERE YOUR SPEND CARD IS PROVIDED VIA A PLATFORM PARTNER, WE ARE NOT RESPONSIBLE FOR THE SECURITY, OPERATION, OR PERFORMANCE OF THE PARTNER'S SYSTEMS OR AUTHENTICATION MECHANISMS; THE PARTNER REMAINS RESPONSIBLE FOR LOSSES ARISING FROM UNAUTHORIZED ACCESS, FRAUD, OR OTHER SECURITY INCIDENTS WITHIN ITS ENVIRONMENT.

13.4 IN ADDITION, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF WE, AND OUR AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, AND SERVICE PROVIDERS FOR ANY AND ALL CLAIMS ARISING OUT OF OR RELATING TO THESE TERMS, OR THE SERVICES PROVIDED HEREUNDER, WHETHER IN CONTRACT, TORT, OR OTHERWISE, SHALL NOT EXCEED, IN THE AGGREGATE, ONE HUNDRED U.S. DOLLARS ($100 USD). YOU ACKNOWLEDGE THAT THE ISSUER'S CARD TERMS MAY PROVIDE FOR A DIFFERENT LIABILITY CAP THAT APPLIES TO CLAIMS AGAINST ISSUER ARISING UNDER THOSE TERMS.

13.5 THE LIMITATIONS AND EXCLUSIONS IN THIS SECTION WILL APPLY EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF CERTAIN DAMAGES, SO SOME OF THE ABOVE LIMITATIONS OR EXCLUSIONS MAY NOT APPLY TO YOU.

13.6 WE ARE NOT LIABLE FOR DELAYS, FAILURES, OR SERVICE DEGRADATION DUE TO EVENTS BEYOND OUR REASONABLE CONTROL, INCLUDING NETWORK OR PROCESSOR OUTAGES, TELECOMMUNICATIONS FAILURES, ACTS OF GOD, OR THIRD-PARTY SERVICE INTERRUPTIONS. PERFORMANCE IS EXCUSED FOR THE DURATION AND SCOPE OF SUCH EVENTS.

Article 14. Miscellaneous

14.1 Communications. Unless these Terms say otherwise, communications relating to the Spend Card services may be made through the platform or handled by the Platform Partner's support team. We will assume you have read a message if it is available when you log on to the platform.

14.2 Complaints. You may submit a complaint by contacting us through the contact details provided on our website here.

14.3 Assignment. You may not assign these Terms without our consent; we may assign these Terms and use subcontractors or Service Partners, and will remain responsible for their performance. In the event of a breach of these Terms, we are entitled to seek injunctive relief in any court of competent jurisdiction without the requirement to post bond or other security.

14.4 Entire Agreement. These Terms and any applicable partner terms comprise the entire agreement for the Digital Asset Services. Neither you nor we intend that any term of these Terms will be enforceable by any person who is not a party to these Terms.

14.5 Waiver. If any provision is unenforceable, the remainder remains in effect. No waiver is effective unless in writing.

14.6 Governing law. These Terms will be interpreted in accordance with the laws of New York without regard to conflict-of-law provisions. Judicial proceedings (other than small claims actions) that are excluded from the Arbitration section above must be brought in state or federal court in New York, New York, unless we both agree to some other location, and you hereby consent to the venue and personal jurisdiction of such court. In the event of a conflict between these Terms and the Issuer's

Card Terms regarding governing law or venue, the Issuer's Card Terms will control for matters within the Issuer's responsibility under those terms. We may assign or transfer these Terms or our rights or obligations, in whole or in part, without notice. We may use affiliates and service providers to perform our obligations. All sections that by their nature should survive will survive termination of these Terms.

14.7 Dispute resolution. See End-User terms.

14.8 Compliance with Applicable Law. Notwithstanding any other provision of these Terms, all rights and obligations of the parties under these Terms are subject to, and will be interpreted and enforced in accordance with, applicable federal and state law, including consumer protection laws. To the extent any provision of these Terms conflicts with mandatory provisions of applicable law, such law will control. Nothing in these Terms is intended to waive any right or protection that cannot be waived under applicable law.