ISSUER SPEND CARD TERMS (INTERNATIONAL)

Effective Date: 3 August 2026

These Issuer Spend Card Terms (these "Terms") are an agreement between you (the named recipient of the card) and Issuer ("we”, "us" and "our") and govern your use of the Spend Card. Partner provides you with access to the Spend Card via its platform or its embedded partner, as applicable.

Important Disclosures

WHEN YOU APPLY FOR A CARD ACCOUNT, ACTIVATE A CARD, OR OTHERWISE PARTICIPATE IN THE PROGRAM IN ANY WAY, YOU REPRESENT THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THESE CARD TERMS.

PLEASE REVIEW THE ARBITRATION CLAUSE AND NOTICES SET FORTH BELOW IN SECTION 18. BY USING THE CARD, YOU ARE AGREEING TO THE ARBITRATION CLAUSE AND NOTICES SET FORTH IN THAT SECTION. THE ARBITRATION CLAUSE WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE, INCLUDING YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS PROCEEDING.

Interest Rates and Interest Charges 0%

Annual Percentage Rate (APR) for Purchases 0%

Your Spend Card is currently Zero 0% interest on all purchases. Issuer reserves the right to implement interest in the future, for new purchases. Partner will disclose any changes to this agreement prior to the introduction of interest and other charges associated with your Spend Card.

Fees

Transaction Fee

Foreign Purchases

- Foreign Exchange Fee (non-USD): up to 3%

- Cross Border Fee: up to 3%

Penalty Fees

- Late payment: Up to USD 40

- Returned payment: Up to USD 29

Article 1. Service Roles in respect of Spend Card

1.1 Our role. We issue and provide the Spend Card pursuant to a license from the applicable payment card network. We are responsible for funding your payments for goods and services you purchase at a merchant. We are responsible for running the Spend Card program and providing you with (a) credit (where applicable); and (b) transaction processing services, subject to limits, controls and risk checks. Any obligation to pay interest, fees and/or the provision of credit arises solely between you and the Issuer under these terms. Partner is not a party to these terms and disclaims any liability for the performance of any services provided by Issuer under these terms.

1.2 Partner's role. Partner provides access to the Spend Card via its platform or its platform partner. Its role and services are governed by its own terms and conditions, which form a separate agreement between you and Partner. We are not a party to Partner's terms and disclaim any liability for the performance of any services provided by Partner under those terms, except to the extent expressly set out in these Terms.

Article 2. Background

2.1 The Spend Card and associated services (the "Services") are provided to you on behalf of Partner in connection with your status as a customer with Partner and pursuant to Partner's Embedded End-User terms, including Spend Card terms ("Partner Terms"). In the event of a conflict between this agreement and the Partner Terms, these Terms will control.

2.2 By opening, using, or maintaining a Spend Card, you consent to and direct us to share information relating to transactions, including receipt information or other personal data, in order to deliver the Services.

Article 3. Defined Terms

3.1 "Card Networks" means the payment card networks, including Visa or Mastercard.

3.2 "Charge(s)" means a payment for goods or services made to a merchant that accepts payments on the applicable Card Network.

3.3 "Chargeback" means a dispute that you initiate against a merchant for an unresolved dispute with the merchant or where a Charge is unauthorized.

3.4 "Fee" means a charge we impose on you for use of Services.

3.5 "Issuer" means Third National, the issuer of the Spend Card. Certain functions related to the Spend Card may be performed by Third National's affiliates. References to "Issuer", "we, "us" and "our" in these Terms shall include (i) such affiliates solely to the extent they are performing such functions; and (ii) Third National's successors and assigns.

3.6 "Periodic Statement" means the periodic statements that reflect activity for all Spend Cards issued to you identifying Charges, Fees, refunds or other amounts owed or credited to your Partner account during the time period covered by such statement.

Article 4. Account Opening and Use

4.1. These Terms becomes effective and legally binding when you activate or create your Spend Card by following the instructions on the Partner platform. You and we agree to comply with, and be bound by, this entire agreement. You should retain and carefully review these Terms. By creating a Spend Card, you agree to the Arbitration Clause below as it pertains to this agreement, even if you do not use the Account or the Card.

4.2 By using a Spend Card, you represent and warrant in your individual capacity that:

4.2.1 you are not a person who is blocked or sanctioned by the United States Government, including those identified by the United States Office of Foreign Asset Controls (OFAC);
4.2.2 you will use the Services exclusively for purposes permitted by these Terms;
4.2.3 all information you provide to us, either directly or through the Partner, is and will be true, correct, and complete;
4.2.4 you will use the Spend Card for personal, family, or household use;
4.2.5 you will only use the Spend Card in compliance with applicable law;
4.2.6 you attest that you are not a United States citizen, and that you are signing up for a card that is intended for those outside of the United States; and
4.2.7 you attest that you were not solicited for this Spend Card.

Article 5. Issuer's Role

5.1 The Spend Card program is issued by us under our license from the applicable Card Network(s). The information about the cost of the Spend Card described in the above table is accurate as of 01 March 2026. This information may change after that date. To find out what may have changed, you can contact your Partner directly.

5.2 We reserve the right to amend these Terms or impose additional obligations or restrictions on you at any time, subject to the notice requirements of applicable law. By continuing to use the Services, you agree to be bound by such amendments or additional obligations or restrictions. The date on the top of this page shows when the Terms were last updated. Capitalized terms that are not defined here have the definitions provided in the Partner Terms.

5.3 You acknowledge and agree that the Issuer:

5.3.1 is responsible for decisions to approve, decline, suspend, restrict or close your Spend Card account;
5.3.2 is responsible for any suspension or restriction of your Card or related functionality required at our request, the request of the applicable payment network, or a regulatory authority, including where necessary to protect against fraud, comply with applicable law, or manage program risk;
5.3.3 controls and is responsible for the operation, security and performance of the smart contracts used to hold your collateral; and
5.3.4 is responsible for matters relating to merchant acceptance of your Spend Card and for resolving disputes regarding goods or services purchased using the Spend Card.

Article 6. Spending Limits

6.1 We may in addition to Partner set spending limits on each Spend Card or an aggregate spending limit across all Spend Cards.

6.2 When you use your Spend Card to initiate a transaction at certain merchants where the amount of the final transaction is unknown at the time of authorization, we may assess a value to such a Charge for an amount higher or lower than the final Charges. This initial "hold" Charge will reduce your spending limit until the final Charge is determined.

Article 7. Purchases and Restrictions

7.1 We reserve the right to block and terminate transactions and suspend access to your Spend Card, unless prohibited by applicable law, at any time and for any reason, including if we believe that you are using the Spend Card or your account for non-consumer purposes. You may use your account to purchase or lease goods or services (each, a "Purchase") by presenting your Spend Card or providing to participating merchants and establishments that honor the Spend Card, your Spend 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. 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 assets to complete the purchase. Cash-like transactions include, but are not limited to, the following transactions to the extent they are accepted:

7.1.1 purchasing travellers' checks, foreign currency, money orders, wire transfers, cryptocurrency, other similar digital or virtual currency and other similar transactions;

7.1.2 purchasing lottery tickets, casino gaming chips, racetrack wagers, and similar offline and online betting transactions;

7.1.3 person-to-person money transfers and account-funding transactions that transfer currency; and

7.1.4 making a payment using a third-party service, including bill payment transactions not made directly with the merchant or their service provider.

7.2 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 or the account, 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.

7.3 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.

7.4 You acknowledge and agree that you will not use the Spend Card for :
7.4.1 any expense which is not an expense incurred by you;
7.4.2 for any purpose prohibited by these Terms; or

7.4.3 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 (OFAC).

7.5 You will use all reasonable means to protect your Spend Card and log-in credentials to your Partner account 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 Partner account has been compromised or your Spend Card has been lost, stolen, or compromised in any way.

Article 8. Payments and Chargebacks

8.1 While payments are made to Partner for amounts transacted with your Spend Card, you also promise to pay us or our assignees for all amounts charged to the account which are not repaid to us by Partner, including all purchases, interest, and charges charged to your account. You are obligated to repay Partner or its assignees for all transactions made using your Spend Card by people you have authorized to use the Spend Card even if their use of the Spend Card exceeds the authorization which you gave them. Any failure to pay the full amount owed to Partner or us, as applicable, 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 applicable law.

8.2 You are responsible for payment in full of all Charges and Fees. Your Partner account may furnish to you Periodic Statements identifying Charges, fees, refunds, the amount of your collateral, any other Card transactions, or other amounts owed or credited to your Partner account. Periodic Statements may be made accessible to you on your Partner account 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. We are not obligated to send you a Periodic Statement unless required by applicable law. Your failure to get a Periodic Statement will have no bearing on your obligations and Partner, and Issuer may still liquidate your collateral pursuant to these Terms.

8.3 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 Partner and as provided in your Partner account.

Any failure to pay the full amount owed to Partner or the Issuer, as applicable, 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.

8.4 At any time and where applicable, you may pay all or any part of your outstanding Account 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.

8.5 Subject to applicable law you agree to pay the following fees:

We will disclose any Fees to you when you are approved for a Spend Card through your Partner account, by updating these Terms, or through our website. We may update, add, or change Fees upon 30 days' notice to you. Fees we assess may include interest or other finance related charges, periodic fees, fees for Card issuance or replacement, fees applicable to certain transactions, foreign transaction fees, usage fees, service fees, cash advance fees, fees for late payments, fees for failed payments or returned payments, fees for misuse of the Services, fees for Liquidation Events, or other fees we disclose to you. You are responsible for Fees in addition to Charges.

Each time a payment on your Account is returned or reversed for any reason or we must return any check, instrument, or transaction you send us because it is incomplete or faulty, we will charge you a returned payment fee of [$00.00]. However, we will not charge a returned payment fee if we are charging a late fee with respect to the same minimum payment due and will never charge a returned payment fee exceeding the minimum payment due that was due immediately prior to the date on which the payment was returned to us.

We may charge fees for special services you request in accordance with applicable law.

If you make a transaction using your Account in a foreign currency (including, for example, online purchases from a merchant located outside of the U.S.), 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.

Foreign Transaction Fees up to 3%

8.6 We or the Issuer may decide not to grant requests for Spend Cards or limit the number of physical or virtual Spend Cards provided to you.

8.7 You are responsible for reviewing any Periodic Statement sent to you 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 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 Partner account. 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 you providing all of the information we may require to review the disputed Charge.

8.8 You understand that the Spend Card is subject to Card Network rules regarding chargebacks. The 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 Partner account on either the current or a future Periodic Statement. We may impose Fees, reduce your spending limits, or suspend access to your Partner account or the Services if you fail to pay Charges relating to Chargebacks that are pending resolution on the payment date.

Article 9. Managing your Spend Card

9.1 We may decide not to grant requests for a Spend Card or limit the number of physical or virtual Spend Cards provided to you.

9.2 You are responsible for securing your Spend Card, account numbers, and Spend Card security features. You will 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 replacement of a Spend Card through your Partner account. Replacement Cards may 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.

9.3 You agree to establish and maintain controls designed to ensure that your Spend Card is only used by you and your permitted authorized users for bona fide purposes and in compliance with these Terms, any Partner terms, and applicable law. You are responsible for Charges and transactions made by any person given access to your Spend Card even if they are not the person associated with or named on the Spend Card.

9.4 We, Partner, Card Networks, or other intermediary third-party service providers (including merchant acquirers) may deny or reverse Charges for any reason. Issuer is not responsible for any losses, damages, or harm caused by any Charges that are denied or reversed.

Article 10. Lost or Stolen Cards

10.1 If your Spend Card is lost or stolen or if you think someone may be using your Spend Card or account without your permission, you must notify Partner promptly. You will not be liable for any unauthorized use that occurs after you notify Partner. You may, however, be liable for unauthorized use that occurs before receipt of your notice by Partner.

Article 11. Termination

11.1 Subject to applicable law, we may suspend, revoke or cancel 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 us or by you, 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. 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 12. Change of Terms

12.1 Subject to applicable law, we may at any time change, add to or delete terms and conditions of these Terms, including interest rates and this Change of Terms provision. Such changes may be based on our anti-fraud policies and procedures, your level of compliance with these Terms, prevailing economic conditions and/or any other factors. We will give you notice of any change, addition or deletion as required by applicable law. As of the effective date, the changed terms, at our option, will apply to new purchases and the outstanding balances of your account, to the extent permitted by applicable law.

Article 13. Default and Remedies

13.1 We may consider you in default of these Terms if:

13.1.1 you do not make any payment when it is due;

13.1.2 any payment you make is rejected, not paid or cannot be processed;

13.1.3 you exceed a credit limit (if applicable);

13.1.4 bankruptcy or other insolvency proceeding is filed by or against you;

13.1.5 we determine that you made a false, incomplete or misleading statement on any of your documentation, or you otherwise tried to defraud us;

13.1.6 we reasonably believe that you are or may become unable to pay all of your financial obligations; or

13.1.7 you do not comply with any term of these Terms or any other agreement with us.

13.2 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 account balance to be immediately due and payable (if applicable); (b) instead allow you to repay your account balance by paying the minimum payment due each billing cycle, 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. After a default, interest charges will continue to accrue until your total Account balance, including accrued interest charges, is paid in full, subject to applicable law.

Article 14.Delay in Enforcement

14.1 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. For example, we may accept late payments without losing any of our rights under these Terms.

Article 15. Communications and Call Recording

15.1 You authorize Partner, us and our partners (each of Issuer's 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 account, 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.

15.2 By accepting these Terms or using your Card, you acknowledge that you have received, reviewed, and agree to be bound by our E-Sign & Electronic Communications Notice (the "E-Sign Notice"), which is incorporated herein by reference. You consent to receive all disclosures, notices, agreements, and other communications from Issuer and the Messaging Parties in electronic form, in accordance with the E-Sign Notice. You agree that such electronic communications satisfy any legal requirement that such communications be in writing. The E-Sign Notice may be amended by Issuer from time to time, and your continued use of the Card after any such amendment constitutes your acceptance of the amended E-Sign Notice.

15.3 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 who delivered the messages of such facts so that the Messaging Party can update its records.

15.4 You may revoke your consent to receive autodialed calls and text messages to your mobile number at any time by contacting the applicable Messaging Party directly or by sending a request by email to Partner 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 16. Governing Law

16.1 These Terms will be interpreted in accordance with the laws of Puerto Rico without regard to conflict-of-law provisions. Judicial proceedings (other than small claims actions) that are excluded from the Arbitration section below must be brought in state or federal court in Puerto Rico, unless we both agree in writing to some other location, and you hereby consent to the venue and personal jurisdiction of such court.

Article 17. Dispute Resolution & Arbitration

17.1 PLEASE READ THIS "DISPUTE RESOLUTION AND ARBITRATION" PROVISION VERY CAREFULLY. IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US. PARTNER IS THE TECHNOLOGY PROVIDER FOR THE SPEND CARD BUT IS NOT THE ISSUER, CREDITOR OR LENDER. PARTNER IS NOT A PARTY TO THESE TERMS AND HAS NO LIABILITY FOR OUR OBLIGATIONS UNDER IT. ACCORDINGLY, TO THE EXTENT A DISPUTE INVOLVES PARTNER, PARTNER SHALL BE ENTITLED TO INVOKE AND BENEFIT FROM THE SAME PROTECTIONS, LIMITATIONS AND DISPUTE RESOLUTION PROCEDURES AS THE ISSUER. TO THE EXTENT YOU HAVE ANY DISPUTE YOU MAY HAVE WITH PARTNER RELATING SOLELY TO SERVICES PROVIDED TO YOU UNDER YOUR SEPARATE USER TERMS WITH PARTNER, SUCH DISPUTES WILL BE GOVERNED EXCLUSIVELY IN ACCORDANCE WITH THE PARTNER TERMS.

Article 18. Arbitration

18.1 Arbitration. You and we agree that any and all past, present and future Disputes (defined below) shall be determined by arbitration, unless your Dispute is subject to an exception to this agreement to arbitrate set forth below. You and Issuer further agree that any arbitration pursuant to this section shall not proceed as a class, group or representative action. The award of the arbitrator may be entered in any court having jurisdiction. “Dispute” means any dispute, claim, or controversy between you and us that arises out of or relates to (i) these Terms (including any addenda hereto or other terms incorporated herein by reference), (ii) the breach, termination, enforcement, interpretation or validity hereof, including the determination of the scope or applicability of the agreement to arbitrate hereunder, or (iii) any Services (including, without limitation, the Spend Card).

18.2 This agreement to arbitrate shall be construed under and be subject to the Federal Arbitration Act, notwithstanding any other choice of law set out in these Terms.

18.3 Arbitration Procedure

Before filing a claim against us, you agree to try to resolve the Dispute informally by providing written notice to us of the actual or potential Dispute. Similarly, we will provide written notice to you of any actual or potential Dispute to endeavor to resolve any claim we may possess informally before taking any formal action. The party that provides the notice of the actual or potential Dispute (the "Notifying Party") will include in that notice (a "Notice of Dispute") your name, the Notifying Party's contact information for any communications relating to such Dispute, and sufficient details regarding such Dispute to enable the other party (the "Notified Party") to understand the basis of and evaluate the concerns raised. If the Notified Party responds within ten (10) business days after receiving the Notice of Dispute that it is ready and willing to engage in good faith discussions in an effort to resolve the Dispute informally, then each party shall promptly participate in such discussions in good faith.

18.4 If, notwithstanding the Notifying Party's compliance with all of its obligations under the preceding paragraph, a Dispute is not resolved within thirty (30) days after the Notice of Dispute is sent (or if the Notified Party fails to respond to the Notice of Dispute within ten (10) business days), the Notifying Party may initiate an arbitration proceeding as described below. If either party purports to initiate arbitration without first providing a Notice of Dispute and otherwise complying with all of its obligations under the preceding paragraph, then, notwithstanding any other provision of these Card Terms, the arbitrator(s) will promptly dismiss the claim with prejudice and will award the other party all of its costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with such Dispute.

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

18.6 You and we further agree that the arbitration will be held in the English language in New York, New York, or, if you so elect, all proceedings can be conducted via videoconference, telephonically or via other remote electronic means.

18.7 Filing costs and administrative fees shall be paid in accordance with the AAA Rules; provided that the prevailing party will be entitled to recover its reasonable attorneys' fees, expert witness fees, and out-of-pocket costs incurred in connection with the arbitration proceeding, in addition to any other relief it may be awarded.

18.8 You and we agree that, notwithstanding anything to the contrary in the Rules, the arbitration of any Dispute shall proceed on an individual basis, and neither you nor Issuer may bring a claim as a part of a class, group, collective, coordinated, consolidated or mass arbitration (each, a "Collective Arbitration"). Without limiting the generality of the foregoing, a claim to resolve any Dispute against Issuer will be deemed a Collective Arbitration if (i) two (2) or more similar claims for arbitration are filed concurrently by or on behalf of one or more claimants; and (ii) counsel for the claimants are the same, share fees or coordinate across the arbitrations. "Concurrently" for purposes of this provision means that both arbitrations are pending (filed but not yet resolved) at the same time.

18.9 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR WE SHALL BE ENTITLED TO CONSOLIDATE, JOIN OR COORDINATE DISPUTES BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE OR LITIGATE ANY DISPUTE IN A REPRESENTATIVE CAPACITY, INCLUDING AS A REPRESENTATIVE MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. IN CONNECTION WITH ANY DISPUTE, ANY AND ALL SUCH RIGHTS ARE HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVED. Without limiting the foregoing, any challenge to the validity of this paragraph shall be determined exclusively by the arbitrator.

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

18.11 Class Waiver:

To the extent applicable law permits, any dispute arising out of or relating to these Terms, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. Notwithstanding any other provision of these Terms or the AAA Rules, disputes regarding the interpretation, applicability, or enforceability of this class waiver may be resolved only by a court and not by an arbitrator. If this waiver of class or consolidated actions is deemed invalid or unenforceable, neither party is entitled to arbitration.

18.12 No Jury Trial:

If for any reason a claim or dispute proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to these Terms.

18.13 Venue and Jurisdiction for Judicial Proceedings:

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

Article 19. Confidentiality

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

Article 20. Survival

20.1 The following provisions of these Terms shall survive any termination or expiration of these Terms and shall remain in full force and effect until all of your obligations to us have been fully and finally satisfied: (a) all of your payment obligations and our right to collect all amounts owed by you; (b) all security interest, collateral, and setoff provisions, including our rights in any collateral; (c) any indemnification obligations; (d) the limitation of liability provisions; (e) the disclaimer of warranties provisions; (f) the dispute resolution and arbitration provisions, including the class waiver; (g) our communications and contact rights; (h) our assignment rights; (k) any waiver provisions; (l) all representations and warranties made by you; (m) any accrued rights, remedies, or causes of action in favor of either party; and (n) any other provision that by its nature or express terms is intended to survive.

Article 21. Severability

21.1 If any provision of these Terms is found to be invalid, illegal, or unenforceable by a court or arbitrator of competent jurisdiction, such provision shall be modified to the minimum extent necessary to make it valid and enforceable while preserving its intent, or if such modification is not possible, such provision shall be severed from these Terms. The remaining provisions shall remain in full force and effect. Notwithstanding the foregoing paragraph, in the event that a court finds the prohibition of Collective Arbitration in Section 18 to be invalid or unenforceable, then all provisions in Section 18 shall be deemed void, except for any portion of any provision in Section 18 related to the resolution of Disputes through litigation in court.

Article 22. Assignment

22.1 These Terms will be binding on, and benefit, any of your and our successors and assigns. You may not transfer your account or your agreement to these Terms to someone else without our written permission. We may transfer your account, these Terms, or any of our rights or obligations therein, to another company or person at any time, without your permission and without prior notice to you. If we do, they will take our place under these Terms. You must pay them and perform all of your obligations to them and not us. If you pay us after you are informed or learn that we have transferred your account or these Terms, we can handle your payment in any way we think is reasonable. This includes returning the payment to you or forwarding the payment to the other company or person.

Article 23. Entire Agreement

23.1 These Terms constitute the entire agreement between you and us regarding the subject matter hereof and supersede all prior or contemporaneous agreements, understandings, representations, and communications whether written or oral, regarding such subject matter.

Article 24. Force Majeure

24.1 We shall not be liable for any delay or failure to perform any obligation under these Terms to the extent that such delay or failure is caused by circumstances beyond our reasonable control, including but not limited to acts of God, natural disasters, war, terrorism, civil unrest, labor disputes, government actions, epidemics or pandemics, internet or telecommunications failures, or failures of third-party service providers.

Article 25. Disclaimer of Warranties

25.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE EXPRESSLY DISCLAIM ALL WARRANTIES, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT, ACCURACY, RELIABILITY, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR USAGE OF TRADE.

Article 26. Limitation of Liability

26.1 TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL WE, OUR AFFILIATES, OR OUR OR THEIR OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, SERVICE PROVIDERS, OR LICENSORS BE LIABLE TO YOU FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, PUNITIVE, OR OTHER SIMILAR DAMAGES, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST REVENUE, LOST DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR LOSS OF BUSINESS OPPORTUNITY, WHETHER ARISING IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE.

26.2 IN NO EVENT SHALL OUR TOTAL LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATING TO THIS AGREEMENT OR YOUR ACCOUNT EXCEED THE LESSER OF (A) YOUR ACTUAL DIRECT DAMAGES PROVEN OR (B) THE TOTAL AMOUNTS PAID BY YOU IN THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

Article 27. Indemnity

27.1 You will indemnify and defend us, our affiliates, and our 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 arising out of, in connection with, related to, or as a result of your (i) breach of any of the representations, warranties, or covenants contained in these Card Terms; or (ii) gross negligence, fraud, or violation of any applicable law or rights of any third-party. Issuer may defend any claim subject to indemnification hereunder, using counsel of its choice, and you will pay or promptly reimburse Issuer 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 this indemnity is intended to be as broad as permitted under the laws of such jurisdiction.

Article 28. Nigerian Consumers

28.1 It is important to note that the Spend Card is marketed to you by BANEX MICROFINANCE BANK LIMITED (BANEX), a financial institution licensed by the Central Bank of Nigeria (CBN). Additionally, BANEX will be responsible for ensuring that the Spend Card meets all the requirements of the CBN (including but not limited to filing requisite returns with the CBN) and other Nigerian laws, and continues to operate within the bounds of the applicable laws. BANEX will also be responsible for ensuring that your personal data is processed in compliance with the Nigeria Data Protection Act and any other applicable data protection laws. Notwithstanding the foregoing, any complaint should be sent to Partner, and Partner will be responsible for providing customer service support.