STRIDE BANK ACCOUNT AGREEMENT

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I. BUSINESS DEPOSIT ACCOUNT AGREEMENT

IMPORTANT - PLEASE READ CAREFULLY AND RETAIN THIS BUSINESS DEPOSIT ACCOUNT AGREEMENT FOR YOUR RECORDS.

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1. BUSINESS DEPOSIT ACCOUNT AGREEMENT AND DISCLOSURES

Please read this Business Deposit Account Agreement carefully and retain it for future reference. The Business Deposit Account Agreement (the "Agreement") is revised periodically, so it may include changes from earlier versions.

This Agreement outlines the terms applicable to the demand deposit account ("Business Deposit Account") available from Stride Bank N.A., member FDIC ("Stride", the "Bank" or "Issuer") on behalf of Payfare, the program partner responsible for managing the Business Deposit Account ("Payfare"). "We", "our", and "us" refer to the Bank, its successors, affiliates, or assignees. "You" and "your" refer to the Business (as defined herein) owner of the Business Deposit Account.

Please note the Business Deposit Account is not being offered by Lyft, Inc. ("LYFT"). LYFT is not responsible for any aspect of the Business Deposit Account, including, without limitation, the terms of this Agreement, your application to open a Business Deposit Account, your use of the Business Deposit Account, the Lyft Direct mobile banking application ("the Lyft Direct App"), or any associated rewards program.

By providing an electronic signature or acceptance on opening, or continuing to hold an account with us, you agree to the most recent version of this Agreement, which is available to you in the Lyft Direct App. You agree to appoint Stride Bank, N.A. as your agent to pool the funds in your Business Deposit Account with funds from the holders of other deposit accounts and to then deposit those funds in one or more FDIC insured banks, and to obtain your funds from the pooled funds account(s) in order to transfer your funds as you may direct.

NOTICE: THIS AGREEMENT REQUIRES ALL DISPUTES TO BE RESOLVED BY WAY OF BINDING ARBITRATION. THE TERMS OF THE ARBITRATION CLAUSE APPEAR AT THE END OF SECTION FIVE (5) OF THIS AGREEMENT.

THE BUSINESS DEPOSIT ACCOUNT HAS ACCOUNT FEES, TRANSACTION LIMITS AND RESTRICTIONS DUE TO THE BUSINESS NATURE OF THE ACCOUNT, INCLUDING FEES TO INSTANTLY TRANSFER FUNDS TO A DEBIT OR PREPAID CARD IN YOUR NAME, WITHDRAW FUNDS FROM SELECT ATM TERMINALS, AND INACTIVITY FEES.

UNAUTHORIZED TRANSACTIONS MUST BE PROMPTLY REPORTED WITHIN 10 DAYS OF THE INITIAL UNAUTHORIZED TRANSACTION AND LIMITATIONS ON ZERO LIABILITY COVERAGE APPLY DUE TO THE BUSINESS NATURE OF THE ACCOUNT. PROVISIONAL CREDITS IN THE EVENT OF A CLAIM DO NOT APPLY.

ONCE YOU LOG INTO YOUR LYFT DIRECT APP, YOUR PAYOUT METHOD WILL AUTOMATICALLY BE UPDATED TO LYFT DIRECT AND YOUR LYFT EARNINGS WILL AUTOMATICALLY BE SENT TO YOUR BUSINESS DEPOSIT ACCOUNT.

CELLULAR PHONE CONTACT POLICY

By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later connect to a cellular device, you are expressly consenting to receiving communications-including but not limited to prerecorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system-from us, Payfare, LYFT, our affiliates, Payfare or LYFT's

affiliates, our agents, or Payfare or LYFT's agents at that number. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

A. Our Agreement

You may open the Business Deposit Account by applying through the LYFT Driver Application and downloading the Lyft Direct App. Banking functionality is available entirely through the Lyft Direct App. The Business Deposit Account is designed for use by a business, which may be an individual acting as a sole proprietor, a partnership, a limited partnership, a limited liability company, a corporation, or a joint venture. The Business Deposit Account may not be held or maintained for personal, family, or household purposes. We reserve the right to close the Business Deposit Account if we determine it is being used for personal, family, or household purposes or you are no longer earning with LYFT. We reserve the right to refuse to process any transaction(s) that we believe may violate the terms of this Agreement (such as non-business transactions), or for security purposes, in our sole discretion.

You are responsible and liable for all activity you have authorized on your Business Deposit Account unless otherwise noted below. Account activity is deemed authorized where you share your Account password, PIN, Card, Card number, multi-factor authentication code, or mobile device with others.

Business Days

Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to "days" found in this Agreement are calendar days unless indicated otherwise.

B. Account Basics

1. Business Deposit Account Eligibility

The Business Deposit Account is available to LYFT Drivers (as defined herein) who are citizens or permanent residents of the fifty (50) United States ("U.S.") and the District of Columbia who are at least 21 years of age with a valid Social Security number, except in New York where the age requirement is 18 years of age. You must agree to accept electronic, rather than paper, statements. This means:

- (i) you must keep us supplied with your valid email address; and
- (ii) you must agree to accept electronic delivery of all account communications (such as end-of-year tax forms and electronic statements).

We may use information from third parties to help us determine if we should open your Business Deposit Account.

2. Important Information About Procedures for Opening a New Business Deposit Account.

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each Business who opens a Business Deposit Account. What this means for you: When you open a Business Deposit Account, we will ask for your business name, tax payer identification number and business address; the name, residential address, date of birth, Social Security Number of each signer, and other information so that we can identify you and

the business. In the case of a sole proprietor, references to business name or business address refer to personal name and residential address respectively. We may also ask to see a copy of your driver's license or other identifying documents to verify the business' existence.

3. The Business Deposit Account

Consists of the online transaction demand deposit account used to make payments and transfers to third parties online or through the use of a LYFT Direct Business MasterCard® Debit Card (the "Business Debit Card") that is automatically issued with the Business Deposit Account.

4. Account Titling and Ownership

The Business Deposit Account may only be owned and titled in the name of one person who may deposit, transfer, or withdraw funds. The Business Deposit Account cannot be owned or titled as Payable on Death ("POD") or "In Trust For" ("ITF").

5. Death or Incapacitation

If you are a sole proprietor, you or your appointed party, designee, or appointed individual agree to notify us promptly if you die or become legally incapacitated. We will continue to accept deposits and process transaction instructions into and from your Business Deposit Account until we are: (a) notified of your death or adjudication of incompetency and (b) have a reasonable opportunity to act. You agree that, even if we have knowledge of your death we may pay or process transactions on your Business Deposit Account on or before the date of death for up to ten (10) days after that date unless ordered to stop payment by someone claiming interest in the Business Deposit Account. We may require additional documentation to confirm any claims made on the Business Deposit Account.

6. Power of Attorney

If you are a sole proprietor, you may appoint another individual as attorney-in-fact for your Business Deposit Account. The account owner and person executing the power of attorney is known as the "Principal." The person granted the power of attorney for the Principal is known as the "Agent." You should notify us in advance if you plan to create a power of attorney involving your Business Deposit Account. We generally will accept a Uniform Statutory Form Power of Attorney that complies with state law. We may require the Agent to sign an affidavit stating that the power of attorney presented to us is a true copy and that, to the best of the Agent's knowledge, the Principal continues to be alive and competent and that the relevant powers of the Agent have not been amended or terminated. The Principal is responsible to provide us with information if an affidavit presented to us is untrue or misleading or if Agent exceeds the authority granted by the Principal in the power of attorney. We may refuse to accept any forms of powers of attorney, however, with or without cause. We may act on the instructions of an attorney-in-fact whether or not the attorney-in-fact relationship is noted in the instruction (e.g., on any check signed by the attorney-in-fact). You can revoke your power of attorney by sending a written notice to us at any time. The power of attorney will continue in force until a) we receive written revocation from the Principal; b) we receive written notification of the Principal's death; or c) we receive written notification of the death or incapacity of the Agent. We assume no duty to monitor the actions of your attorney-in-fact to ensure that he or she acts for your benefit.

7. Our Relationship With You

This Agreement does not create a fiduciary, quasi fiduciary or other special relationship between you and us. We owe you a duty of ordinary care. There are no third-party beneficiaries to this agreement.

8. English Language Controls

Any translation of this Agreement is provided for your convenience. The meaning of the 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.

9. Privacy Policy

See Section II below for the Privacy Policy and Disclosures.

C. General Rules Governing Business Deposit Accounts

The Bank may pool your funds, together with funds from other Cardholders and to deposit those funds at one or more FDIC insured banks and to obtain your funds from the pooled funds account(s) in order to transfer your funds as you may direct. This Agreement will be binding on your personal representative, executors, administrators and successors, and on our successors and assigns. You may not assign, transfer or grant a security interest in your Account to anyone other than us without our written consent. No assignment will be valid or binding on us, and we won't be considered to have knowledge of it, until we consent and note the assignment in our records. However, by noting the assignment, we do not have any responsibility to assure that the assignment is valid. Any permitted assignment of your Business Deposit Account is subject to our setoff rights. Use of the Business Deposit Account is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the laws of the State of Oklahoma except to the extent governed by federal law.

1. Deposits to the Business Deposit Account

Make deposits to your Business Deposit Account using any of these methods:

Maximum Business Deposit Account Balance	\$25,000
Transaction Type	Frequency and/or Dollar Limits
Direct deposits from LYFT	120 up to \$5,000 per day/750 up to \$10,000 per week/\$20,000 per month
ACH Transfers initiated from an outside financial institution*	\$20,000 per day/\$25,000 per month
Cash Loads** Available within two (2) hours after loading	\$1,500 per day/\$3,000 per month

\$500 per day/\$3,000 per month

*DIRECT DEPOSITS OR CREDITS FROM AN OUTSIDE FINANCIAL INSTITUTION: The recipient's name on any such deposits we receive must match the name of the Business Deposit Accountholder. Any such deposits received in a name other than the name registered to the Business Deposit Account will be returned to the originator. Deposits from an outside financial institution will generally be available within two (2) to three (3) business days of a successful transaction.

** THIRD PARTY MONEY TRANSFER services used to load funds to your Business Deposit Account, such as the MasterCard rePower→ Network, may impose their own fees, per transaction, daily, weekly or monthly limits on the frequency or amount of cash you may load to the Business Deposit Account.

***You may deposit funds to your Business Deposit Account by presenting cash and the Card at designated Allpoint ATMs with cash deposit enabled. Locations of designated Allpoint ATMs may be found within the Lyft Direct App. Please select "Checking" at the ATM when prompted to choose the account in which cash is deposited to. Fees and limits apply per cash deposit transaction and are displayed in the Lyft Direct App. You must report an incomplete or error in a cash deposit transaction to us within ten (10) days after it occurs and provide a copy of your ATM receipt in order to support a claim for the incomplete or incorrect transaction.

IMPORTANT: If your Business Deposit Account number changes you must immediately notify any payors. You must provide them with the new Business Deposit Account number to ensure that your direct deposit activity continues uninterrupted.

Your Business Deposit Account may be suspended and information required from time to time to confirm the nature of incoming deposits to your Account. Failure to respond in a timely manner, failure to provide requested information or documentation, or use of the Account for non-business purposes may lead to Account closure, in our sole discretion.

2. No Cash, Paper Checks or Foreign Currency

We are not liable for any deposits, including cash, lost in the mail, lost in transit, or not received by us.

- Cash We do not accept deposits made in cash. If you mail a cash deposit, the cash will be sent back to the address we have for you on file.
- Paper Checks Personal checks, cashier's checks, and money orders may not be
 deposited by mail. All checks and money orders sent to us for deposit will be returned
 unless the full amount may be applied towards a negative balance, in which case the
 check or money order may or may not be deposited to the Business Deposit Account
 at our discretion.
- Foreign Currency We do not accept deposits in foreign currency. Any deposits
 received in foreign currency, cash or check, will be sent back to the address we have
 for you on file.

3. Funds Availability

Please refer to Section 4 labeled, "GENERAL FUNDS AVAILABILITY" for additional information.

4. Preauthorized Transfers

Your Business Deposit Account number and bank routing number can be used for preauthorized direct debits ("ACH Debits") from merchants, Internet service or other utility service providers ("Merchants") and for the purpose of initiating direct deposits to your Business Deposit Account. These transfers will be processed under the Operating Rules of the National Automated Clearing House Association ("NACHA") and you agree to comply with the NACHA rules. Detailed information regarding preauthorized transfers is available in Section 2, labeled "FUNDS TRANSFER SERVICES."

NOTE: The recipient's name on any direct deposit(s) we receive must match the name of the Business Deposit Accountholder. Any direct deposits received in a name other than the name registered to the Business Deposit Account will be returned to the originator.

IMPORTANT: If your Business Deposit Account number changes you must immediately notify the Merchants. You must provide them with the new Business Deposit Account number to ensure that the ACH Debit activity continues uninterrupted.

Your Business Deposit Account number and bank routing number remain the same when a new Card is ordered.

5. Problems That Could Occur with Deposits

If funds are deposited or transferred into your Business Deposit Account by mistake or otherwise, we may correct the situation by deducting the amount of the deposit from your Business Deposit Account without prior notice to you. If there are not enough funds in your Business Deposit Account at that time, your Business Deposit Account could become overdrawn. See the "No Overdrafts" and "Right to Set Off" sections below for more information about what could occur if your Business Deposit Account has a negative balance.

6. No Overdrafts

Unless you have otherwise qualified for "Balance Protection" and you have accepted such program's terms and conditions, see "Section IV - Balance Protection Terms and Conditions", you are not permitted to overdraw your Business Deposit Account. If the available balance in your Business Deposit Account is not sufficient to cover any payment or withdrawal you have authorized, we can, in our sole discretion, refuse to process the payment or withdrawal. Even if we've paid overdraft items before, we are not required to do it in the future. It's your responsibility to avoid overdrawing your Business Deposit Account.

This paragraph describes, generally, how we post transactions to accounts. Please note that this process may change from time to time, without prior notice to you. Our order of posting depends on a number of factors, including when a transaction occurs, whether it has already been approved by us or has become final, the order in which it is presented, the amount, system availability, potential risk of loss to the Bank, and the type of transaction in question, among other variables. First, we credit your Business Deposit Account for deposits received before the cutoff time. Then, we process withdrawals / payments we have previously authorized and cannot return unpaid, such as debit card purchases, ATM withdrawals,

account transfers, and online bill pay transactions. If we receive more than one of these transactions for payment from your Business Deposit Account, we will generally sort and pay them based on the date and time you conducted the transactions. For a debit card transaction, if a merchant does not seek authorization from the Bank at the time of the transaction, we will use the date the transaction is received for payment from your Account. For some transactions, such as online bill pay transactions, the time may be assigned by our systems and may vary from the time it was conducted. Multiple transactions that have the same time will be sorted and paid from lowest to highest dollar amount. We always reserve the right to post transactions that are payable to us first, and we may post any transaction earlier or later in the process than indicated. As such, if you want to avoid an overdraft or the possibility of a rejected transaction, you should take steps to ensure that your Account has sufficient funds to cover each of your transactions and our fees.

We do not guarantee approval of transactions and reserve the right to deny transactions for any reason, such as account default, suspected fraudulent or unlawful activity, internet gaming, non-business use, or any indication of increased risk related to the transaction. We may limit the number of authorizations we allow during a period of time. We reserve the right to suspend or freeze your Card account, or adjust your Business Deposit Account without notice to you in the event of an error or suspected fraudulent or unlawful activity, including reversing a transaction.

If your Business Deposit Account balance becomes negative for any reason, you must make a deposit immediately to cover the negative balance. We may report you to consumer reporting agencies, close your Account, or both. This could affect your ability to open accounts with us or other banks in the future. If your Business Deposit Account has a negative balance and you have another account with us, we reserve the right to exercise our right to set off. See the "Right to Set Off" section below for details. You agree we may use subsequent deposits and other credits to your Account to recover any negative balance without notice to you. Our payment or allowance of transactions that create negative balances does not obligate us to continue that practice at a later time. If your Business Deposit Account has a zero or negative balance, we may, at our option, cancel your Business Deposit Account without notice. You agree to pay all costs and expenses we incur in collecting any overdraft. We may still pursue collection of the amount you owe (including suing you) after it is charged off.

7. Right to Set Off

If your Business Deposit Account balance becomes negative (other than in accordance with the terms and conditions of "Balance Protection" to which you have qualified for and you have accepted such program's terms and conditions, see "Section IV - Balance Protection Terms and Conditions"), we can use the funds in any of your accounts to repay the amount owed on the negative balance Business Deposit Account. This is known as setoff. This means, we have the right to set-off any liability, direct or contingent, past, present or future that you owe against any account you have with us. Further, you grant us a lien on and security interest in the funds on deposit in each of your account(s) as security for all of your liabilities and obligations to us, now or in the future. We are not required to give you any prior notice to exercise our right of setoff.

8. Legal Processes Affecting Accounts

If legal action such as a garnishment, levy or other state of federal legal process ("Legal Process") is brought against your Business Deposit Account, we may refuse to permit (or may limit) withdrawals or transfers from your Business Deposit Account until the Legal Process is satisfied or dismissed. Regardless of the terms of such garnishment, levy or other

state or federal process, we have first claim to any and all funds in your Business Deposit Account. We will not contest on your behalf any such Legal Process and may take action to comply with such Legal Process as we determine to be appropriate in the circumstances without liability to you, even if any funds we may be required to pay out leaves insufficient funds to pay a transaction that you have authorized. Payment is made after satisfying any fees, charges or other debts owed to us. You agree that we may honor legal process that is served personally, by mail, email or facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your Account or records are maintained. You agree that you are responsible for any expenses, including legal expenses and fees we incur due to any Legal Process on your Business Deposit Account. We may charge these expenses to your Business Deposit Account. You will indemnify us for any losses if we do this.

9. Account Suspensions and Closures

We may suspend or close your Business Deposit Account for any reason with or without notice. We may suspend or cancel a Business Deposit Account if we, at any time, believe you are using the Business Deposit Account or associated Business Debit Card for non-business purposes, fraudulent or illegal purposes, or you otherwise present an undue risk or burden to us, as determined by us, in our sole discretion. We may also close your Business Deposit Account if we, in our sole judgment, determine your use of the Business Deposit Account or associated Business Debit Card conflicts with any federal, state or local law, rule or regulation, including federal asset control and sanction rules and anti-money-laundering rules, or with our policies adopted to assure that we comply with those laws, rules or regulations. We may close your Business Deposit Account pursuant to a court order or other legal request. Your Business Deposit Account may also be closed or suspended for non-fraudulent actions which nonetheless violate the terms and conditions contained in this Agreement.

10. Amendment and Cancellation

We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on the Lyft Direct Mobile App, and any such amendment shall be effective upon such posting to that mobile app. The current Agreement is available at Lyft Direct Mobile App. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Business Deposit Account, and / or any of its associated services or this Agreement at any time.

You may cancel this Agreement at any time by contacting Lyft Direct Help through the Lyft Direct App to close your Business Deposit Account. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

If your Business Deposit Account is canceled, closed or terminated for any reason, you may request the unused balance be returned to you via electronic transfer or by check sent to the mailing address we have in our records. For security purposes, you may be required to supply identification and address verification documentation prior to issuing a refund check. Allow fourteen (14) days for processing and mailing of the refund check. In the event the program is canceled, closed, or terminated, we will send you prior notice, in accordance with

applicable law. Specific information and instructions, including how to receive any remaining Business Deposit Account balance, will be in the notice. We reserve the right to refuse to return any unused balance amount less than \$5.00. For security purposes, you may be required to supply identification and address verification information or documentation prior to issuing a refund check.

11. Account Dormancy and Escheatment

An account that is inactive for a period of time may be considered dormant and is subject to escheatment. We may transfer (escheat) your property to the appropriate state if no activity occurs in the Business Deposit Account or you fail to communicate with us regarding your Business Deposit Account within the time period specified by state law. We may consider an Account dormant even if you maintain another active account with us. Each state has varying laws as to when an account is subject to escheatment and we may be required to send the balance in your Business Deposit Account to the state of your last known address. If your Business Deposit Account becomes escheatable, account statements will no longer be available; your Business Deposit Account will be closed. We will make all reasonable efforts to contact you before transferring the remaining balance of your Business Deposit Account to the applicable state. If funds are transferred to the state, you may file a claim with the state to recover the funds.

12. Statements

Electronic statements are available to view and print from the Lyft Direct App. Business Deposit Account statements are considered to be correct. Carefully review your statements each statement period and promptly notify us of any errors. If you do not, the information reflected in the statement shall be deemed conclusively correct, and you agree we shall have no liability in any way relating to such errors and you will not thereafter make any claim against us related to a transaction or error reflected in such statement.

D. Using the LYFT Direct Business MasterCard Debit Card

You acknowledge and agree that the funds accessible through use of the Business Debit Card is limited to the available funds of your Business Deposit Account. The expiration date of the Business Debit Card is identified on the front of the Business Debit Card. The Business Debit Card is the property of the Issuer and must be surrendered upon demand. The Business Debit Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase using your Business Debit Card or your Business Deposit Account. See Section III for complete terms and conditions for your Business Debit Card.

E. Electronic Banking Services

1. Bill Pay

With your Business Deposit Account, you will have access to the bill pay feature through the Lyft Direct App which allows you to authorize us to make bill payments on your behalf to third parties ("Bill Pay"). You will not have access to Bill Pay until you have activated your Card.

To initiate a bill payment using Bill Pay, you must choose a registered merchant, or provide the name and mailing address of each individual or company you wish to pay. Once a payment is authorized, the payment amount will be immediately deducted from your Business Deposit Account balance.

You are responsible for verifying the completeness and accuracy of all information you give us for Bill Pay payments. We are not liable for losses resulting from incorrectly entered information on Bill Pay payments.

Bill payments to registered merchants are processed electronically and are usually received by the merchant within two to five (2-5) business days. Payments made to unregistered payees take the form of a paper check sent to the payee on your behalf using standard U.S. Postal Service mail. Please allow three to nine (3-9) business days for delivery of the check. Payments can only be sent to addresses located within the fifty (50) states of the U.S. Bill Pay payments are processed daily by 12 PM PT. Bill Pay payments initiated after this time will be processed by 12 PM PT the next business day. We reserve the right to refuse to process payments to any individual or company. If the decision is made to refuse a payment, we will notify you on or before the next business day.

These are the limits when using Bill Pay:

Transaction Type	Frequency and/or Dollar Limits
Bill Pay Payment	No limit to the number of payments per calendar day. Up to \$4,000.00 per payment and per day, maximum of \$10,000.00 per calendar month

Bill Pay payments may be refused or returned by the individual or company to whom the payment was issued. The determination to accept this method of payment is at the discretion of the recipient. The U.S. Postal Service may also return payments in cases of expired or invalid addresses. If the Bill Pay payment is returned for any reason, the payment will be voided, and the full amount credited to your Business Deposit Account the next business day. If your Business Deposit Account is closed when the Bill Pay payment is returned to us, we will issue you a check and mail it to the address we have on file for you. For security purposes, you may be required to supply identification and address verification information or documentation prior to issuing a refund check.

Uncashed Bill Pay Payments: Uncashed Bill Pay payments are voided after 180 days. Funds from voided checks will be credited to your Business Deposit Account by 7 AM Pacific Time on the next available business day.

Fees for Bill Pay Payments: There is a \$1.00 fee for payments sent by paper check. This amount includes the cost of applicable postage.

CANCELLING A BILL PAY PAYMENT: You may cancel a scheduled Bill Pay payment in the Lyft Direct App up to the day prior to the day it is scheduled to be processed. Funds from any canceled Bill Pay payment will be credited to your Business Deposit Account within one (1) business day. We assume no liability for any interest or losses that result if your cancellation instructions are not received through the Lyft Direct App with a reasonable time to cancel the Bill Pay payment.

If you authorize a merchant to automatically charge payments to your Business Deposit Account on a recurring basis, you are responsible for these transactions and for requiring the merchant to stop charging your Business Deposit Account when you want the product or services or end. If and when your Card is replaced, you are responsible for giving your new Card number and expiry date to merchants with whom you have pre-authorized payment arrangements.

In addition, the network may make available an automatic biller update (ABU) service to merchants. If a merchant registers for the network's ABU service, the merchant will automatically receive details of your new Card details so that your automatic bill payments or subscription services continue. ABU is only available to participating merchants, and they can choose how often they check for updated payment information.

If you do not want us to provide your Card updates to merchants through the network's ABU, please contact customer support. It may take up to 60 days for your opt out request to take effect.

2. Funds Transfer Services

Your Business Deposit Account number and bank routing number can be used for preauthorized direct debits ("ACH Debit(s)") from merchants, Internet service or other utility service providers ("Merchants") and for the purpose of initiating direct deposits ("ACH Credits") to your Business Deposit Account.

Note: The recipient's name on any direct deposit(s) or ACH Credit(s) we receive must match the name on the Business Deposit Account. Any direct deposits received in a name other than the name registered to the Business Deposit Account will be returned to the originator.

You may also use your Business Deposit Account to conduct an Original Credit Transaction (OCT) to transfer funds instantly to another eligible card. Instant transfers require an eligible debit card and are subject to fees per transfer. Subject to the Bank's availability schedule, funds are generally available to the transferee account within 30 minutes of initiating an instant transfer and may be subject to delays.

The following terms and conditions are in addition to, and not in place of, any other agreements you have with us regarding funds transfers. As used in these terms and conditions, a funds transfer does not include a transaction made using a Bank issued Card.

1. Rules of Funds Transfer Systems

Funds transfers to or from your Business Deposit Account will be governed by the rules of any funds transfer through which the transfers are made, including Fedwire, the National Automated Clearing House Association, the Electronic Check Clearing House Organization, any regional association (each and ACH), the Card Network Instant Transfer terms and conditions for OCT, and Clearing House Interbank Payment System (CHIPS).

2. Limits on ACH Debit Transactions and OCT

<u>ACH Debit Limits</u> - The limitations to the amount of funds that can be transferred from your Business Deposit Account per day are as follows:

Transaction Type	Frequency and/or Dollar Limits
ACH Debits initiated from the Lyft Direct App or Website to another bank account*	\$2,000 per day, \$5,000 per month

*Acceptance of ACH Debits may vary by financial institution. Please contact the bank you wish to send funds to prior to initiating an ACH Debit to determine if restrictions apply.

<u>Instant Transfer Limits</u> – The limitations to the amount of funds that can be transferred from your Business Deposit Account per day, and per month are as follows:

Transaction Type	Frequency and/or Dollar Limits/ Day*	Frequency and/or Dollar Limits/Month
Instant transfer to another eligible card	 10 transfers up to \$1,000 (for transfers to a card recipient who has previously received an OCT transfer from the Cardholder "Verified Card") Lower limits may apply to initial transfers after the security verification of newly linked eligible cards 	30 transfers up to \$3,000 to a Verified Card

3. Notice of Funds Transfers

We will notify you of funds electronically debited from or credited to your Business Deposit Account through the transaction history and electronic account statement covering the period in which the transaction occurred. You can view your transaction history on the Lyft Direct App. We are under no obligation to provide you with any additional notice of receipt.

4. Reliance on Identification Numbers

If an instruction or order to transfer funds describes the party to receive payment inconsistently by name and account number, payment may be made on the basis of the account number even if the account number identifies a party different from the named recipient. If an instruction or order to transfer funds describes a participating financial institution inconsistently by name and identification number, the identification number may be relied upon as the proper identification of the financial institution.

5. Duty to Report Unauthorized or Erroneous Funds Transfers

You will exercise ordinary care to determine whether a funds transfer to or from your Business Deposit Account was either not authorized or inaccurate, and you will notify us of the facts within a reasonable time not exceeding 14 days after you have received notice from us that the instruction or order was accepted or your Business Deposit Account was debited or credited for the funds transfer, whichever is earlier. You must notify us within 14 days to be entitled to a refund from us. If you do not notify us within 14 days, we will be entitled to retain payment for the funds transfer.

6. Erroneous Payment Orders

We have no obligation to detect errors you make in payment orders (e.g. an instruction to pay a beneficiary not intended by you, or to pay an amount greater than the amount intended by you, or a transmission of a duplicate payment order previously sent by you). If we detect an error on one or more occasions, we will not be obligated to detect errors in any future payment order. We will rely on the beneficiary account number and beneficiary bank identification number (e.g. IBAN, RTN, or SWIFT BIC) you provide with an instruction or order. You could lose the funds if you provide incomplete or inaccurate information.

7. ACH Transactions

In addition to the other terms in the Agreement, the following terms and conditions apply to payments to or from your Business Deposit Account that you transmit through ACH:

- **a.** Your rights as to payments to or from your Business Deposit Account will be based on the laws governing your Business Deposit Account.
- **b.** When we credit your Business Deposit Account for an ACH payment, the payment is provisional until we receive final settlement through a Federal Reserve Bank or otherwise receive payment.
- **c.** If we do not receive final settlement or payment, we are entitled to a refund from you for the amount credited to your Business Deposit Account.
- d. You hereby authorize any Originating Depository Financial Institution (ODFI) to initiate, pursuant to ACH Operating Rules, ACH debit entries to your Business Deposit Account for presentment or re-presentment of items written or authorized by you.

8. Liability for Unauthorized Transactions

You are liable for all losses related to unauthorized funds transfers that do not result solely from our gross negligence or intentional misconduct, unless the laws governing your Business Deposit Account require lesser liability. Account activity, including fund transfers, is deemed authorized where you share your Account password, PIN, Card, Card number, multifactor authentication code, or mobile device with others.

9. Scheduled Payments

You can schedule payments in the Lyft Direct App. You can stop the payment by canceling the transaction. The transaction must be canceled the day before it is due to be paid.

10. Customer Service

For customer service assistance or additional information regarding your Business Deposit Account, please contact Lyft Direct Help through the Lyft Direct App.

From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service team or as required by applicable law.

3. Fee Schedule

All fee amounts will be withdrawn from your Business Deposit Account and will be assessed as long as there is a remaining balance in your Business Deposit Account, except where prohibited by law. Any time your remaining balance is less than the fee amount being assessed, the balance of your Business Deposit Account will be applied to the fee amount resulting in a zero balance on your Business Deposit Account.

Fee Description	Fee Amount	Frequency		
	Business Deposit Account Fees			
Monthly Service Fee	\$0.00	N/A		
Transactions Fee	\$0.00			
ACH Error Fee	\$5.00	Per occurrence if an ACH payment initiated from the Spending Account is returned (e.g. for incorrect receiver account information or trying to send funds to a closed account)		

Instant transfer to another eligible card	1.75% of the transaction amount (subject to minimum fee of \$1.25)	Per transaction
Electronic Bill Pay to registered Payee	\$0.00	Each Payment
Pay Anyone Bill Pay with a paper check	\$1.00 per check including postage	Each Check
Inactivity Fee	\$3.00 per month	A monthly inactivity fee of \$3.00 per month will be deducted from the Card balance following twelve (12) months of inactivity, until the balance is reduced to \$0. The monthly inactivity fee can be avoided by making regular purchases with the Card and using the Card in full (activity includes ATM withdrawal, instore or online purchase, ACH, or a load and excludes fees or Card account adjustments.
Balance Refund Fee	\$5.00	A \$5.00 Balance Refund Fee applies for each manual return of unused balance. We may send a check for the account balance to you at the last address we have on file for the account or return the account balance to you via any other method we select at our discretion. For security purposes, we may request additional information to verify your identity and address prior to returning the balance. We reserve the right to delay or limit funds reimbursement while we screen for risks. We reserve the right to refuse to return any unused balance amount less than \$5.00.

4. General Funds Availability

Information contained in this section is provided to assist you in understanding our Funds Availability Policy. All deposits into accounts opened through the Bank are processed at a Bank processing facility. We make funds available according to the type of deposit and when the funds are applied or credited to your Business Deposit Account. Some types of deposits may not be available for immediate use. We have the right to refuse any deposit.

If final payment is not received on any item you have deposited into your Business Deposit Account, or if any direct deposit, ACH transfer credit is returned to us for any reason, you agree to pay us the amount of the returned item.

Business Days

Our business days are Monday through Friday. Federal holidays are not included. Deposits received by midnight Pacific Time will be considered current-day deposits. Any deposits received after that time will be processed the following business day.

Same Day Availability

Funds received from preauthorized electronic payments such as payroll direct deposits, or other

preauthorized electronic payments will be available on the same business day the deposit is applied to your Business Deposit Account.

ACH Credits received from an external bank account will be applied to the Business Deposit Account when we have verified the external account and received payment on collected funds. Once the funds are applied to the Business Deposit Account, if received on a business day, they will have same day availability.

Longer Availability

Electronic transfers depositing into the Business Deposit Account initiated through the Lyft Direct App or Website may take up to nine (9) business days from the date of the initial request but will post on the payment date of the deposit once the money has reached the Bank.

5. Arbitration

ARBITRATION NOTICE: THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE. PLEASE READ THIS PROVISION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS.

ALL CLAIMS ARISING OUT OF THIS AGREEMENT ARE SUBJECT TO MANDATORY AND BINDING ARBITRATION. YOU HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THE RIGHT TO LITIGATE ANY CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL. DISCOVERY IS MORE LIMITED IN ARBITRATION THAN IN COURT. YOU FURTHER ACKNOWLEDGE THAT YOU HAVE READ THIS ARBITRATION PROVISION CAREFULLY, AGREE TO ITS TERMS, AND ARE ENTERING INTO THIS AGREEMENT VOLUNTARILY AND NOT IN RELIANCE ON ANY PROMISES OR REPRESENTATIONS WHATSOEVER EXCEPT THOSE CONTAINED IN THIS AGREEMENT.

Except as expressly provided herein, any claim, dispute or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present or future), including initial claims, counter-claims, cross-claims and third- party claims, arising from or relating to: i) this Agreement; ii) the Business Deposit Account; iii) your acquisition of the Business Deposit Account; iv) your use of the Business Deposit Account; v) the amount of available funds in the Business Deposit Account; vi) advertisements, promotions or oral or written statements related to the Business Deposit Account; as well as goods or services purchased with the Business Deposit Account; vii) the benefits and services related to the Business Deposit Account; or viii) transactions made using the Business Deposit Account, no matter how described, pleaded or styled ("Claim"), shall be FINALLY and EXCLUSIVELY resolved, upon the election of you or us (our agents, employees, successors, representatives, affiliated companies, or assigns), by binding arbitration conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16) (the "FAA").

You may obtain copies of the current rules, forms, and instructions for initiating an arbitration with the AAA by contacting the AAA as follows: on the web at www.adr.org or by writing to AAA at 1633 Broadway, 10th Floor, New York, NY 10019.

Notwithstanding this arbitration agreement, all disputes between you and Lyft, Inc. (including Lyft-related entities) will be resolved by arbitration on an individual basis in accordance with the arbitration provision in Lyft's Terms of Service. You previously accepted Lyft's Terms of Service in connection with being a driver on the Lyft platform. The current version of Lyft's Terms of Service is available at www.lyft.com/terms.

Arbitration Fees. If you initiate arbitration, we will advance any arbitration fees, including any required deposit. If we initiate or elect arbitration, we will pay the entire amount of the arbitration fees, including any required deposit. We will also be responsible for payment and/or reimbursement of any arbitration fees to the extent that such fees exceed the amount of the filing fees you would have incurred if your Claim had been brought in the state or federal court nearest your residence with jurisdiction over the Claims.

Other Claims Subject to Arbitration. In addition to Claims brought by either you or us, Claims made by or against us or by or against anyone connected with you or us or claiming through you or us (including a second cardholder, employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy) shall be subject to arbitration as described herein.

Limitation to Time to Initiate a Claim. Any action or proceeding by you arising under or relating to this Agreement, must commence within one year after the cause of action arises, or forever after be barred.

Procedure. A single arbitrator will resolve the Claims. The arbitrator will be a lawyer with at least ten years' experience or who is a former or retired judge. The arbitration shall follow the AAA Rules in effect on the date the arbitration is filed, except when there is a conflict or inconsistency between the rules and procedures of the arbitration administrator and this arbitration provision, in which case this arbitration provision shall govern. Any in-person arbitration hearing for a Claim shall take place within the federal judicial district in which you live or at such other reasonably convenient location as agreed by the parties. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "FAA") and shall honor all claims of privilege and confidentiality recognized at law. All statutes of limitations that would otherwise be applicable shall apply to any arbitration proceeding. Any appropriate court may enter judgment upon the arbitrator's award.

All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

CLASS ARBITRATION IS NOT PERMITTED. NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS MAY PROCEED IN ARBITRATION.

If, after exhaustion of all appeals, any of the limitations In this paragraph is found to be unenforceable with respect to a particular claim or with respect to a particular request for relief (such as a request for injunctive relief sought with respect to a particular claim), then that claim or request for relief shall be severed and decided by a court, and all other claims and requests for relief shall be arbitrated.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE CARD OR BUSINESS DEPOSIT ACCOUNT. CONTACT US THROUGH THE LYFT DIRECT APP TO CLOSE THE BUSINESS DEPOSIT ACCOUNT AND REQUEST A REFUND, IF APPLICABLE.

Survival. This arbitration provision shall survive: i) the termination of the Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of your Business Deposit Account, or any amounts owed on your Business Deposit Account, to any other person or entity; or iv) closing of the Business Deposit Account. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

II. PRIVACY POLICY AND DISCLOSURES

Last Updated July 2022

This notice describes how we collect, use and share information. Other privacy policies may apply in addition to the terms of this notice. If you inquire about, apply for, or have a financial product or service with us, please review our **Privacy Notice**, which applies to U.S. customers and consumers as described in that notice.

Collecting and Using Information

This section generally describes how Stride Bank collects and uses your personal information, and how Stride Bank may use your personal information. Personal information generally means information that identifies you or your device, and other information we associate with it.

Why?	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
What?	The types of personal information we collect and share depend on the product or service you have with us. This information can include:
	 Social Security number account balances and transaction history account transactions and risk tolerance
	When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.
How?	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Stride Bank, N.A. chooses to share; and whether you can limit this sharing.

Reasons we can share your personal information	Does Stride Bank, N.A. Share?	Can you limit this sharing?
For our everyday business purposes— such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
For our marketing purposes— to offer our products and services to you	Yes	No
For joint marketing with other financial companies	Yes	Yes – if you are a resident of a jurisdiction which provides you rights to limit our sharing of your

		personal information
For our affiliates' everyday business purposes—information about your transactions and experiences	No	We don't share
For our affiliates' everyday business purposes—information about your creditworthiness	No	We don't share
For our affiliates to market to you	No	We don't share
For non-affiliates to market to you	Yes	Yes – if you are a resident of a jurisdiction which provides you rights to limit our sharing of your personal information

Who we are		
Who is providing this notice?	Stride Bank, N.A. is providing this notice as the issuer of your card.	
What we do		
How does Stride Bank, N.A. protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.	
How does Stride Bank, N.A. collect my personal information?	We collect your personal information, for example, when you open an account or deposit money pay your bills or give us your contact information use your credit or debit card We also collect your personal information from other companies.	
Why can't I limit all sharing?	 Federal law gives you the right to limit only sharing for affiliates' everyday business purposes—information about your creditworthiness affiliates from using your information to market to you sharing for non-affiliates to market to you State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law. 	

Definitions	
Affiliates	Companies related by common ownership or control. They can be financial and nonfinancial companies.
	Stride Bank, N.A. has no affiliates with which it shares your personal information.
Nonaffiliates	Companies not related by common ownership or control. They can be financial and nonfinancial companies.
	Stride Bank, N.A. may from time to time share with non-affiliates such as Lyft, Inc. and Payfare International inc. who are responsible for marketing, distributing and/or servicing the Card and so that they can market and/or provide related offers to you.
Joint marketing	A formal agreement between nonaffiliated financial companies that together market financial products or services to you.
	We may from time to time share with other financial companies to jointly market bank products.

Questions?

If you have any questions, please call us at 1-800-229-7497 or go to www.stridebank.com.

Other Important Information:

Vermont Residents:

In accordance with Vermont law, we will not share with non-affiliates except for our own marketing purposes, our everyday business purposes, or with your consent.

Nevada Residents:

Nevada law requires that we provide you with the following contact information: Bureau of Consumer Protection, Office of the Nevada Attorney General, 555 E. Washington Ave., Suite 3900, Las Vegas, NV 89101; Phone number: 702-486-3132; email: agInfo@ag.nv.gov

California Residents:

The California Consumer Privacy Act (CCPA), and to be amended and replaced on January 1, 2023 by the California Privacy Rights Act (CPRA) permits consumers who are California residents to (a) ask a covered business which categories and pieces of personal information it collects and how the information is used; (b) request deletion of the information; and (c) opt out of the sale or sharing of such information, if applicable. These provisions of the CCPA or CPRA (as applicable) do not apply to personal information collected, processed, shared, or disclosed by financial institutions pursuant to federal law. To contact us with questions about our compliance with the CCPA or CPRA (as applicable), call 1-800-229-7497; or write to: Stride Bank N.A., PO Box 3448, Enid, OK 73702-3448. California Residents may also submit their privacy request, which may include a request to "opt-out" of certain sharing of your personal information, online at https://stridebank.com/sft1172/ccpa-web-form.pdf or print and email their CCPA request to privacyrequests@stridebank.com. Only you or a person registered with the California Secretary of State that you authorize to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child. You may make a verifiable consumer request to know or delete personal information twice within a 12-month period. We endeavor to respond to a verifiable consumer request within 45 days of its

receipt. If we require more time (up to 90 days), we will inform you of the reason and extension period in writing. Any disclosures we provide will only cover the preceding 12-month period. The response we provide will also explain the reasons we cannot comply with a request, if applicable. For right to know requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance. We do not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request. Please note, consumers will not receive discriminatory treatment for the exercise of the privacy rights conferred by the CCPA or CPRA (as applicable).

III. THE LYFT DIRECT BUSINESS MASTERCARD® DEBIT CARDHOLDER TERMS AND CONDITIONS

IMPORTANT - PLEASE READ CAREFULLY

These Terms and Conditions ("Terms") govern the use of the LYFT Direct Business Mastercard® Debit Card ("Business Debit Card') and adds information to our Business Deposit Account Agreement. These Terms are between you, and Stride Bank N.A., member FDIC ("Stride", the "Bank" or "Issuer") on behalf of Payfare, the program partner responsible for managing the Business Debit Card program ("Payfare"). "We", "our", and "us" refer to the Bank, its successors, affiliates, or assignees. "You" and "your" refer to the person or persons who have received the Business Debit Card and are authorized to use the Business Deposit Account or the Business Debit Card. "Account" refers to the Business Deposit Account accessible using your Business Debit Card. These Terms apply to you in addition to other applicable agreements between you and us. If these Terms differ from the agreements listed above, the information in these Terms will control.

The expiration date of the Business Debit Card is identified on the front of your Debit Card. The Business Debit Card will remain the property of the Issuer and must be surrendered or destroyed upon demand. The Business Debit Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. You acknowledge and agree that the funds accessible through use of the Business Debit Card is limited to the available funds in your Account. We may refuse to process any transaction that we believe may violate these Terms. If your Business Debit Card is canceled, you remain responsible for any Business Debit Card transactions made prior to the cancellation of the Business Debit Card.

Write down your Business Debit Card number on a separate piece of paper in case your Business Debit Card is lost, stolen, or destroyed.

Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to "days" found in this Agreement are calendar days unless indicated otherwise.

NOTICE: THESE TERMS REQUIRE ALL DISPUTES TO BE RESOLVED BY WAY OF BINDING ARBITRATION. THE TERMS OF THE ARBITRATION CLAUSE APPEAR AT THE IN SECTION 5 OF THE BUSINESS DEPOSIT ACCOUNT AGREEMENT.

- 1. Business Use. The Business Debit Card is designed for use by a business, which may be an individual acting as a sole proprietor, a partnership, a limited partnership, a limited liability company, a corporation, or a joint venture. The Business Debit Card may not be held or maintained for personal, family, or household purposes. We reserve the right to cancel the Business Debit Card if we determine it is being used for personal, family, or household purposes.
- 2. IMPORTANT INFORMATION ABOUT PROCEDURES FOR OPENING A NEW CARD ACCOUNT: To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens a card account. What this means for you: When you open a business card account, we will ask for your business name, taxpayer identification number and business address; the name, residential address, date of birth, Social Security Number of each signer, and other information so that we can identify you and the business. We may also ask to see a copy of your driver's license or other identifying documents to verify the business' existence.

- **3. Activate the Business Debit Card.** You must activate the Business Debit Card before it can be used. You may activate it through the Lyft Direct App.
- **4. Your Representations and Warranties**. By activating the Business Debit Card or by retaining, using or authorizing the use of the Business Debit Card provided with the Account, you represent and warrant to us that:
 - a. you are at least 21 years of age, except if you are resident of New York where the age requirement is 18 years of age;
 - b. you are a U.S. citizen or permanent resident of the fifty (50) states of the United States ("U.S.") or the District of Columbia;
 - c. you are a LYFT Driver, which means you have had your application to drive approved by Lyft, Inc. ("LYFT Driver");
 - d. you have provided us with a verifiable U.S. street address (not a P.O. Box);
 - e. the personal information that you provide to us in connection with the Account is true, correct and complete; and
 - f. you received and read and understand the Terms, the Business Deposit Account Agreement, the Payfare Terms and Conditions, the Payfare Privacy Policy, and E-Sign Agreement, and agree to be bound by and to comply with its terms;
- 5. Personal Identification Number ("PIN"). You will not receive a PIN with the physical Business Debit Card. However, you will be prompted to select a PIN when you activate your physical Business Debit Card. See the activation instructions in the "Activate the Business Debit Card" section. Do not write or keep your PIN with your Business Debit Card. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, change your PIN immediately.
- 6. Using your Business Debit Card. Each time you use the Business Debit Card, you authorize us to reduce the value available in the Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in the Account through an individual transaction or a series of transactions. Nevertheless, if a completed transaction exceeds the balance of the funds available in the Account, you shall remain fully liable to us for the amount of the transaction and any applicable fees. See these provisions in Section C of the Business Deposit Account Agreement for additional details if your Account balance becomes negative: "6. No Overdrafts and "7. Right to Set Off."
 - a. Purchases. Subject to the limitations set forth in these Terms, once your Business Debit Card has been successfully activated and your identity verified, you may use your Business Debit Card to purchase or lease goods or services everywhere MasterCard® debit, Accel, or Maestro® Cards are accepted as long as you do not exceed the available balance of your Account.
 - b. ATM Withdrawals and Limits. With your PIN, you may use the Business Debit Card to obtain cash from your Account at any Automated Teller Machine ("ATM") or any Point-of-Sale ("POS") device, as permissible by a merchant, that bears the Mastercard, Accel, or Maestro Acceptance Marks. You may also obtain cash without your Business Debit Card, at designated ATMs that offer cardless withdrawal services. Use the ATM finder in the Lyft Direct App to locate such ATMs that offer the service, and follow the instructions within the Lyft Direct App to complete your cash withdrawal. All ATM transactions are treated as cash withdrawal transactions. ATM cash withdrawals, funds withdrawn at a POS, and purchases are all subject to

the maximum amounts that can be spent on the Business Debit Card per day. These are the itemized cash access and spending limits for your Account:

Transaction Type	Frequency and/or Dollar Limits*
ATM Withdrawals (Card present using PIN)	5 withdrawals up to \$1,000 per day 150 withdrawals up to \$5,000 per month
Cardless ATM Withdrawals	5 withdrawals up to \$200 per day 60 withdrawals up to \$1,200 per month
Retail Card Purchases (Signature and PIN)	\$10,000 per day \$25,000 per month
E-commerce Purchases	10 purchases up to \$5,000 per day 120 purchases up to \$15,000 per month

^{*} Daily limits refer to 24-hour rolling timeframes (for example, Tuesday 2:00pm – Wednesday 2:00pm). ATM and POS device owner-operators, merchants and participating banks may impose their own fees and lower limits on cash withdrawals.

We do not guarantee approval of transactions and reserve the right to deny transactions for any reason, such as account default, suspected fraudulent or unlawful activity, internet gaming, non-business use, or any indication of increased risk related to the transaction. We may limit the number of authorizations we allow during a period of time. We reserve the right to suspend or freeze your Card account, or adjust your Business Deposit Account without notice to you in the event of an error or suspected fraudulent or unlawful activity, including reversing a transaction.

- c. Split Tender Transactions. Some merchants do not allow customers to conduct split transactions where the Business Debit Card is used as partial payment for goods and services and the remainder of the balance is paid with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available in the Account to the Business Debit Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping the Business Debit Card, the Business Debit Card is likely to be declined.
- d. Authorization Holds. When you use your Business Debit Card to purchase goods or services or to obtain cash from a merchant, the merchant may attempt to obtain preauthorization from us for the transaction. If the merchant makes such a request, we place a hold on your Account balance for the amount of the preauthorization request (which may vary in some cases from the amount of the actual purchase, depending on the merchant). This hold may affect the availability of funds in your Account balance and result in a hold for that amount of funds for up to thirty (30) days.

If you use your Business Debit Card at an automated fuel dispenser ("Pay at

the pump"), the merchant may preauthorize the transaction amount up to \$75.00 or more. If your Business Debit Card is declined, even though you have sufficient funds available, use your Business Debit Card to pay for your purchase inside with the cashier. This hold will be released once merchant submits the transaction for settlement. If you use your Business Debit Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the merchant may preauthorize the transaction amount for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses that may be incurred. Any preauthorization amount will place a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. It may take up to thirty (30) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.

We will not be responsible if any transactions are not completed because of the hold. If the preauthorization request varies from the amount of the actual transaction, we will debit the actual transaction amount from your Account balance, even if this results in your Account balance becoming negative. You remain responsible for any negative balances in your Account.

You do not have the right to stop payment on any purchase or payment transaction originated by use of your Business Debit Card.

- e. Card not Present Transactions. If you use your 16-digit Business Debit Card number without presenting your Debit Card in person (such as for a mail order, telephone, or internet purchase), the legal effect will be the same as if you used the Business Debit Card itself. For security reasons, we may limit the amount or number of transactions you can make on your Business Debit Card in these scenarios. You may not use your Business Debit Card for illegal online gambling or any other illegal transaction.
- f. Foreign Transactions. If you obtain funds or make a purchase in a currency other than the currency in which your Business Debit Card was issued, the amount deducted from your Account balance will be converted by Mastercard International Incorporated into an amount in the currency of your Account. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Mastercard International Incorporated from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Mastercard International Incorporated itself receives, or the government-mandated rate in effect for the applicable central processing date. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to your account.

We will impose a three percent (3%) fee for each transaction (U.S. or foreign currency) that you conduct at merchants (including foreign websites) outside the United States (fee even if they are completed in U.S. currency) or in a foreign currency; additionally, there may also be third-party fees.

- 7. Authorized Users. You are responsible for all authorized transactions initiated and fees incurred by use of the Business Debit Card or Account. If you permit another person to have access to your Business Debit Card, Business Debit Card number(s), Account number(s) or PIN, or mobile device, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons.
- **8. Secondary Cardholder.** You may not request an additional Card for another person.

9. Business Debit Card Fees.

All fee amounts will be withdrawn from your Account and will be assessed as long as there is a remaining balance in your Account, except where prohibited by law. Anytime your remaining balance is less than the fee amount being assessed, the balance of your Account will be applied to the fee amount resulting in a negative balance in your Account.

Fee	Amount	Details				
Cash Deposits through the MasterCard rePower→ Network	No fee charged by the Bank. Merchants or retailers may charge additional fees.	Retailers or merchants may charge fees of up to \$4.95 when reloading your card at rePower reload agents. Locations may be found at www.mastercard.us/en-us/consumers/get-support/reload-a-prepaid-card.html				
Cash Deposit through designated Allpoint ATMs	\$3.95 per deposit	Locations of designated Allpoint ATMs with cash deposit enabled may be found within the Lyft Direct App				
Cash Withdrawal Fee – In Network ATM	No-fee or \$2.50 "low-fee" charged by the Bank.	"In-network" refers to Allpoint ATMs. No-fee and low fee ATMs can be found using the locator in the Lyft Direct App				
Cash Withdrawal Fee – Out of Network ATM, includes international ATMs *	\$2.50 per transaction charged by the Bank. ATM owners may charge additional fees.	"Out-of-Network" refers to all non-Allpoint and non-Moneypass ATMs				
Cardless ATM Withdrawal	\$2.50 per transaction charged by the Bank.	ATMs offering cardless ATM withdrawal services can be found using the ATM finder in the Lyft Direct App				
Instant transfer to another eligible card	amount (subject to	See Section I.2. "Business Deposit Account Agreement – Funds Transfer Services" for additional information on instant transfers.				
Foreign Transactions Fee	3% of the transaction amount is charged by the Bank.	In addition to a charge of 3% of the transaction amount by the Bank, you may also be charged additional fees by any retailers or financial institutions involved in your transaction.				
Card Replacement Fee	No Fee	We do not charge fees for the replacement of Cards.				
Automated & Live Customer Support	No Fee	No fee for customer service contact with a live agent. Standard data rates and service carrier fees may apply.				

Email and Text Message Alerts	No Fee	We do not charge fees for email and text message alerts. Standard text messaging rates may apply.
Mobile Application	No Fee	We do not charge fees for mobile applications. Standard data rates and service carrier fees may apply.

^{*}If you use an ATM for any transaction outside of the Allpoint network, you may be charged an additional fee by the ATM owner even if you do not complete a withdrawal. This ATM fee is a third-party fee amount assessed by the individual ATM operator only and is not assessed by the Bank. This ATM fee amount will be charged to your Account.

- 10. Using your Business Debit Card through a Mobile Device. A mobile device means a smartphone, tablet, or any other hand-held or wearable communication device that allows you to electronically store or electronically present your Business Debit Card or Business Debit Card Number and use that to make debit card transactions, including making purchases at participating merchants and accessing ATMs that display the contactless symbol.
 - a. When you use your Business Debit Card with your mobile device for transactions:
 - i. Mobile carriers may charge you message and data rates, or other fees.
 - ii. Your Business Debit Card information is sent across wireless and computer networks.
 - iii. Information about your mobile device may be transmitted to us.
 - iv. Secure the mobile device the same as you would your cash, checks, credit cards and other valuable information. You are responsible for securing your mobile device(s), for example using a confidential password or biometrics and locking your mobile device to prevent an unauthorized person from using it
 - v. Please notify us if your mobile device containing your digital card number is lost or stolen.
 - vi. Many ATMs require the physical card to initiate the transaction while others may offer cardless ATM withdrawal services (locate ATMs and the services they offer using the ATM finder in the Lyft Direct App).
 - b. We may, at any time, partially or fully restrict your ability to make debit card transactions through a mobile device.
- 11. LYFT Direct Rewards Program. You will be enrolled in the Lyft Direct Rewards Program at the time your Business Debit Card is activated. Other terms and conditions apply. For more information on the Lyft Direct Rewards Program see the Lyft Direct Rewards Program Terms and Conditions. Please check the Lyft Direct home page to learn more about the current Lyft Driver Rewards offerings. If you do not wish to participate in the Lyft Direct Rewards Program, please contact us through the Lyft Direct App. Opting out of the Lyft Direct Rewards Program requires closure of your Account.
- 12. Mastercard Easy Savings® Program. You will be enrolled in the Mastercard Easy Savings Rewards Program at the time your Business Debit Card is activated. Payment must be made in full at a participating Merchant location with an eligible Mastercard business credit card, business signature debit card or business prepaid card issued by a U.S. bank. Purchases do not qualify for the program if the purchase transaction is a PIN-based transaction, originated

outside of the U.S. or was not processed through the Mastercard U.S. transaction processing system. The rebate will appear on your statement after the purchase has posted to your card account, not on the receipt, and may not be reflected until the next statement. The Mastercard Easy Savings Program is offered by Mastercard; other terms and conditions apply. For more information on the Mastercard Easy Savings Program, see the Guide to Benefits in Section IV and / or visit www.easysavings.com.

13. Documentation of Transfers.

- a. You can get a receipt at the time you make a transaction using your Business Debit Card at an ATM or at a point of sale.
- b. You may access your transaction history and balance by logging into your Lyft Direct App. You should do this regularly to verify the activity on your Business Debit Card Account.
- 14. Returns and Refunds. PLEASE BE AWARE OF THE MERCHANT'S RETURN POLICIES PRIOR TO COMPLETING THE TRANSACTION. If you have a problem with a purchase that you made with your Business Debit Card, or if you have a dispute with the merchant, including an error in the amount charged or failure to cancel a subscription, you must handle it directly with the merchant. If you are entitled to a refund for any reason for goods or services obtained with your Business Debit Card, you agree to accept credits to your Business Debit Card for refunds and agree to the refund policy of the merchant. Neither the Issuer, Lyft Inc., nor Payfare is responsible for the delivery (or non-delivery), quality, safety, legality or any other aspects of the goods or services that you purchase from others with the Business Debit Card.
- **15. Business Debit Card Replacement.** If you need to replace the Card for any reason except at Business Debit Card expiration, you can do so through the Lyft Direct App. You may be required to provide personal information which may include your Account number, 16-digit Business Debit Card number, full name, transaction history, copies of acceptable documentation, etc.
- **16.** Business Debit Card Expiration. The Business Debit Card will expire no sooner than the date printed on the front of it. You will not be able to use the Business Debit Card after the expiration date; however, a replacement Business Debit Card will be mailed to you unless your Card has been inactive leading up to the expiration date.

If you need a Business Debit Card after your Business Debit Card's expiration and a replacement has not been sent to you, please contact customer support.

If you need a Business Debit Card replacement for any reason other than the Business Debit Card's expiration, you may request one at any time by following the procedures in the section labeled **Business Debit Card Replacement**."

- **17. Confidentiality.** We may disclose information to third parties about your Business Debit Card or the transactions you make:
 - a. Where it is necessary for completing transactions;
 - b. In order to verify the existence and condition of your Business Debit Card for a third party, such as a merchant;
 - c. In order to comply with government agency, court order, or other legal, regulatory or administrative reporting requirements;
 - d. If you consent by giving us your written permission;
 - e. To our employees, auditors, affiliates, service providers, or attorneys as needed; or
 - f. Otherwise as necessary to fulfill our obligations under these Terms.

- **18.** Business Debit Card Security. You agree that you will maintain the security of your Business Debit Card and Account at all times. You should keep your Business Debit Card in a safe place and not make it available to anyone else. To safeguard your Business Debit Card:
 - a. Protect your Debit Card as you would cash.
 - b. Memorize your Business Debit Card PIN and keep it confidential.
 - c. Do not share your Business Debit Card PIN with anyone.
 - d. Do not write your Business Debit Card PIN on your Business Debit Card.
 - e. Avoid carrying your Business Debit Card PIN with you. If you want to change your Business Debit Card PIN, you can do so through the Lyft Direct App.
 - f. Beware of fraud. Our employees will never ask you to disclose your Debit Card PIN, so remember, do not provide any information about your Debit Card PIN number.
 - g. Use common sense and be aware of your surroundings before, during and after use of an ATM; do not make an ATM transaction if you feel unsafe.
 - h. To help prevent such unauthorized access to secure ATM facilities, close the door completely upon entering or exiting an ATM facility.
 - i. Stand between the ATM and anyone waiting to use it so that others cannot see your Business Debit Card PIN or the transaction amount. Always take your receipts and check them against your statements. If your transaction was not completed, be sure to cancel the transaction before leaving the ATM.
 - j. When using a drive-up ATM, be sure it is well-lit. Be sure all car windows except the driver's window are closed and the doors are locked.
- 19. Your Liability for Unauthorized Transactions. You are responsible for all authorized transactions initiated and fees incurred by use of the Card or the Card Account. If you permit another person to access your Card, Card number, Card Account number, multi-factor authentication code, password, PIN, or mobile device, we will treat this as if you have authorized such use, and you will be liable for all transactions and fees incurred by those persons. Payfare and Lyft will never ask you for your password, multi-factor authentication or PIN and you should never provide this information to anyone. Under Mastercard Rules, Zero Liability does not apply to the Mastercard commercial cards.
 - a. However, Payfare will extend zero liability protection to you if:
 - i. Someone has used your Business Debit Card without your permission ("Unauthorized Transaction(s)");
 - ii. You reported the Unauthorized Transaction to us within ten (10) days after the initial Unauthorized Transaction occurs;
 - iii. You use reasonable efforts to contact the merchants to resolve the Unauthorized Transactions, such as requesting reversal, cancellation or refund of the Unauthorized Transactions, and upon request you provide us with applicable details and supporting documentation;
 - iv. You used reasonable care in protecting your Business Debit Card and PIN from loss or theft;
 - v. Your PIN was not used to complete the Unauthorized Transaction; and
 - vi. You assist us in the investigation of claims for Unauthorized Transactions and related prosecution by completing the appropriate statements and reports reasonably requested by us.
 - b. If you do not meet all of the conditions in Section 19.a. above, you will be liable for all losses you incur in connection with the Unauthorized Transaction(s).
 - c. Notwithstanding the foregoing, if it is your first time having your Business Debit Card stolen and you report the Unauthorized Transaction within ten (10) days after it occurs or if your Account is compromised through a publicly known data breach your losses will be protected.
 - d. You must provide a declaration containing information we require regarding your Account, the Unauthorized Transactions, and the circumstances surrounding the

claimed loss. We must receive your declaration within seven (7) days of our request. You may be required to provide documentation to support your claim, including an affidavit of unauthorized use and a police report. In addition, we will consider whether any negligence on the part of the cardholder(s) has contributed to the transaction in question. Any negligence on the part of the cardholder(s) or signs of fraud (including an exaggerated claim), will result in you being liable for all losses you incur in connection with the Unauthorized Transaction(s) and claim.

- e. Note the following are not considered to be Unauthorized Transactions, which means you are liable for any transaction:
 - i. By a cardholder or person authorized by a cardholder, or other person with an interest in or authority to transact business on the Account;
 - ii. By a person you have authorized to use or have access to your Business Debit Card or mobile device, even if that person has exceeded the authority you gave:
 - iii. That resulted from inadequate internal control in your organization;
 - iv. Cardless ATM withdrawals, fund transfers or bill payments made from your Account and initiated within the Lyft Direct app; or
 - v. A merchant has processed in error, or you are unhappy with goods or services you purchased. For example, if you have an account or subscription with a merchant, and the merchant charges your Account in error or fails to cancel your subscription. In these cases, you must contact the merchant to resolve the situation in accordance with section 14.
- f. Our liability will be reduced (a) by the amount of the loss that is caused by your own negligence or lack of care and (b) by any loss recovery that you obtain from third parties (such as a merchant refund). We are not liable for any loss that is caused in part by your negligence, including failure to promptly report Unauthorized Transaction(s) or promptly replacing your Card.
- 20. Digital Wallets. A digital wallet provides another way for you to make purchases with your Business Debit Card. A digital wallet ("Wallet") is a service provided by another company (such as Apple Pay, Google Pay, Samsung Pay, etc.), that allows you to use your Business Debit Card to enter into transactions where the Wallet is accepted. A Wallet may not be accepted at all places where your Business Debit Card is otherwise accepted. You can add or remove your Business Debit Card to/from a Wallet by following the instructions of the Wallet provider. If your Business Debit Card or underlying Account is not in good standing, that Business Debit Card will not be eligible to enroll in a Wallet. If additional verification is required to add your Business Debit Card to a Wallet, we may need to ask for and you may need to provide additional information. Any applicable fees and charges that apply to your Business Debit Card will also apply when you use a Wallet to access your Business Debit Card. We do not charge you any additional fees for adding your Business Debit Card to a Wallet or using your Business Debit Card in the Wallet. The Wallet provider and other third parties such as wireless companies or data service providers may charge you fees. We are not the provider of the Wallet, and we are not responsible for providing the Wallet service to you. We are only responsible for supplying information securely to the Wallet provider to allow usage of your Business Debit Card in the Wallet as you have requested. We are not responsible for any failure of the Wallet or the inability to use the Wallet for any transaction. We are not responsible for how the Wallet provider performs its services or any other third parties regarding any agreement you enter into with the Wallet provider or associated third party relationships that may impact your use of the Wallet. We do not control the privacy and security of your information that may be held by the Wallet provider and that is governed by the privacy policy given to you by the Wallet provider. If you have location services enabled on your device, the location of your device may be collected and shared by the Wallet provider in accordance with their respective data and privacy policies, including with us. If you have any questions, disputes, or complaints about a Wallet, contact the Wallet provider using the information given to you by the provider.

- 21. Customer Service. For customer service assistance or additional information regarding your Business Debit Card, including if you believe your Business Debit Card has been lost or stolen, or an Unauthorized Transaction has occurred, please contact support through the Lyft Direct App. You may mark your Business Debit Card as lost or stolen directly through the Lyft Direct App.
- **22. Telephone Monitoring/Recording.** From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.
- 23. Address or Name Changes. You are responsible for notifying us of changes in your mailing address, name, email address or telephone number within two weeks of the change. Any written communications with you will be only by use of the most recent mailing address, email address and telephone number that you provided, and you agree that any notice or communication sent to the mailing address, email address or telephone number noted in the Account records shall be effective unless a notice is received from you. Failure to promptly notify us of changes in your contact information may result in information being mailed or delivered to the wrong person or your transactions being declined. Any notice given by us shall be deemed given to you if mailed to you at the last U.S. mailing address furnished by you for the Business Debit Card Account. You agree that we may accept changes of address from the U.S. Postal Service. You also agree that if you attempt to change your address to a non-U.S. address, your Business Debit Card Account may be canceled, and funds returned to you in accordance with these Terms.
- 24. Changing the Terms and Conditions and Cancellation. Subject to the limitations of applicable law, we may change these Terms or add new terms to these Terms at any time, or close or suspend your Business Debit Card or Account, with or without cause, and without giving you notice. We may not give you advance notice if we need to make the change immediately in order to comply with applicable law or to maintain or restore the security of the Business Debit Card or any related payment system. If any such change becomes permanent and disclosure to you of the change would not jeopardize the security of the Card or any related payment system, we will provide notice to you within 30 days from the making of the change or as otherwise permitted or required by law. Any changes to these Terms are maintained in the Legal section of the Lyft Direct App and replace any previous Terms of this Business Debit Card. In addition, we may suspend, cancel, add, modify or delete any feature offered in connection with your Business Debit Card at our sole discretion at any time, with or without cause, and without giving you notice, subject to applicable law. If we cancel your Business Debit Card, any available funds remaining on the Business Debit Card upon such cancellation, after payment of all applicable charges and fees, will be returned to you unless we have reason to believe you have engaged in fraudulent or illegal activity. You may cancel these Terms at any time by contacting Lyft Direct Help through the Lyft Direct App to close your Business Debit Card. Upon cancellation, you will no longer be able to use the Business Debit Card and it should be destroyed. Your termination of these Terms will not affect any of our rights or your obligations that arose under these Terms prior to termination.

If you are no longer a Lyft Driver, we may close your Business Debit Card and Account. If your Account is canceled, closed or terminated for any reason, you may request the unused balance be returned to you via a paper check or via any other method we select at our discretion. You may be charged a Balance Refund Fee (see Schedule of Fees above) for the return of any unused balance. For security purposes, you may be required to supply identification and address verification information or documentation prior to issuing a refund check. Allow fourteen (14) days for processing and mailing of the refund check. In the event the program is canceled, closed, or terminated, we will send you prior notice, in accordance with applicable law. Specific information and instructions, including how to receive any

- remaining Account balance, will be in the notice. We reserve the right to refuse to return any unused balance amount less than \$5.00.
- 25. Limited Liability. UNLESS OTHERWISE REQUIRED BY LAW OR THESE TERMS, WE WILL NOT BE LIABLE TO YOU FOR: DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, OR RIOTS; THE FAILURE OF MERCHANTS TO HONOR THE BUSINESS DEBIT CARD: THE FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES: COMMUNICATION SYSTEM FAILURES; OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, OR ANY PAYMENT SYSTEM. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL MONETARY DAMAGES. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY, PUNITIVE, OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE REQUIRED BY LAW. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOUR RECOVERY FOR ANY ALLEGED NEGLIGENCE OR MISCONDUCT BY THE BANK OR PAYFARE SHALL BE LIMITED TO THE TOTAL AMOUNT LOADED ON THE BUSINESS DEBIT CARD.
- **26. Assignability.** The Bank may transfer our rights under these Terms at any time with or without providing prior notice to you of the assignment. You may not assign or transfer these Terms or any of your rights or obligations under these Terms. Any attempt to the contrary shall be null and void. These Terms shall be binding on you, your executors, administrators, and any permitted assigns.
- **27. English Language Controls.** 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.
- 28. Governing Law / Jurisdiction. These Terms will be governed by and interpreted in accordance with Federal law and, to the extent Federal law does not apply, by the laws of the State of Oklahoma. You consent and submit to the exclusive jurisdiction of the state and federal courts located in Oklahoma with respect to all controversies arising out of or in connection with the use of the Business Debit Card and these Terms that are not subject to arbitration or to any proceedings to enforce the arbitration provision or to confirm or vacate an arbitration award.
- **29. Other Miscellaneous Terms.** Use of your Business Debit Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of these Terms shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of these Terms shall not be affected.
- **30. Entire Agreement.** These Terms set forth the entire understanding and agreement between you and us, whether written or oral, with respect to its subject matter and supersede any prior or contemporaneous understandings or agreements with respect to their subject matter.

IV. BALANCE PROTECTION TERMS AND CONDITIONS

As part of the Lyft Direct Program (the "Program"), you may be eligible to participate in the Balance Protection program (the "Balance Protection Program") whereby holders (the "Cardholders") of a Lyft Direct Business Mastercard® Debit Card (the "Card") may have access to additional funds to cover a purchase or a series of purchases when the account balance would otherwise be insufficient. Participation in the Balance Protection Program is subject to certain eligibility criteria and such eligibility criteria will also determine the fixed limit amount ("Balance Protection Limit") you may have access to beyond the Cardholder's account balance.

When you access Balance Protection funds, you agree that your default method of payment for Lyft will be through your Lyft Direct Card.

Enrollment

Following activation of the Card, you may become eligible from time to time for the Balance Protection Program, at LYFT's sole discretion. If you are eligible, you will be made aware of such eligibility and will be offered the opportunity to enroll in the Balance Protection Program through the Lyft Direct mobile app (the "App") and you will be required to accept these Balance Protection Terms and Conditions (the "Balance Protection Terms"). By using the Card and accessing any portion of the funds (the "Balance Protection Funds") up to the Balance Protection Limit, you agree to these Balance Protection Terms. If you do not agree with these Balance Protection Terms, then do not access the Balance Protection Funds offered to you. Use of your Card does not guarantee your continuous or future eligibility to participate in the Balance Protection Program. We reserve the right to limit Balance Protection Program eligibility at any time.

Balance Protection

As a Program participant, and based in part on your Lyft Rewards tier, you may access Balance Protection Funds to be used for a purchase or a series of purchases on your Card, up to the Balance Protection Limit you are eligible for, when the Card account balance would otherwise be insufficient. Balance Protection is only available for point of sale purchases (in-store or online). Balance Protection is not available for funds transfers out of your Card account, bill payments, or for cash withdrawals at an ATM or any merchant. Your Balance Protection Limit, and the amount of remaining Balance Protection Funds available to you is shown within the App.

Once Balance Protection Funds are accessed due to a purchase on your Card account that exceeds your available Card account balance, you will be required to repay such funds within 90 days (the "Repayment Period") from the date of when you first accessed Balance Protection ("Access Date"). If you access additional Balance Protection Funds on subsequent purchases within the Repayment Period (ie; because funds remain available within your Balance Protection Limit and your Business Deposit Account has insufficient funds), the due date for repayment of each subsequent Balance Protection transaction during that ninety (90) days ("Due Date") remains the same because the Repayment Period is determined from the initial Access Date. Therefore, attention should be given to subsequent accesses to Balance Protection Funds as the Due Date for the entire Balance Protection that was accessed may be less than 90 days if your first Access Date occurred on an earlier date. If you do not repay your total outstanding Balance Protection balance within the Repayment Period, regardless of the date you accessed funds during that period, you will lose access to Balance Protection.

You authorize us to repay your Balance Protection balance from any earnings and other deposits (including any funds earned from cash back rewards or direct deposits from third parties) to your Business Deposit Account until your total outstanding Balance Protection balance is repaid. Please note that your participation in the Balance Protection program means that you are not permitted to change the default payout account from anything other than through the Lyft Direct Program payout to the Card if you have Balance Protection Funds due under the Balance Protection Program. There are no fees, no interest charges, and no credit checks required to use or access Balance Protection.

Once the full amount of the Balance Protection Funds is repaid within the Repayment Period, the Due Date will fully reset to a full 90-day Repayment Period from when you next make use of Balance Protection, provided you remain eligible to participate in the Balance Protection Program (see below for details on Eligibility).

If the full amount of the Balance Protection Funds is not repaid within the Repayment Period, you will remain responsible for repayment from any earnings and other deposits (including any funds earned from cash back rewards or direct deposits from third parties) received to the Card account after the Repayment Period. Until the full amount of the Balance Protection Funds is repaid, the payout account for your Lyft earnings will remain designated to the Card and other payout accounts or methods will be disabled.

Eligibility

Your eligibility to participate in the Program and the Balance Protection Limit offered to you is at our sole discretion and may factor in, amongst other things, your current Lyft Rewards tier. If you are eligible for the Balance Protection Program, you will be notified in the App.

The following are some of the factors we use in determining eligibility:

- Card status your Card status should be active and payouts should be set to the Card;
- Aggregate earnings with Lyft in the previous calendar month; and
- Total earnings payout from Lyft to your Card in each of the previous three (3) months.

A previous failure to adhere to terms of repayment of the Balance Protection Funds during the Repayment Period may make you ineligible to participate in the Balance Protection Program in the future.

If your Lyft Rewards tier changes, your eligibility and/or your Balance Protection Limit may change as well, and you will be notified through the App about such change.

Additional Terms

If your Lyft driver account ("Driver Account") becomes inactive or deactivated, you may no longer be eligible for the Balance Protection Program. In the event that you close your Driver Account or cease driving with Lyft, please promptly pay back any outstanding amounts owed. If the Driver Account is deactivated, you may lose your Lyft Rewards, your Card account may be terminated and you will become ineligible for the Balance Protection Program.

Authorization of additional Balance Protection Funds within your Balance Protection Limit is not guaranteed and is always subject to the eligibility requirements and at the Bank's sole discretion. In addition, if you opt-out of information sharing, your participation in the Program will be

terminated. If you (i) violate any of the Balance Protection Terms herein or any terms and conditions associated with the Card or the Lyft Terms of Service; (ii) violate any applicable laws or regulations; (iii) engage in any misconduct or wrongdoing in connection with your Card or this Program; or (iv) engage in fraud, deceptive acts or gaming of the Program, your participation in the Program may be suspended or prohibited. These Balance Protection Terms may be modified in whole or in part at any time without prior notice, including but not limited to eligibility criteria and any amounts indicated in these Balance Protection Terms. Notwithstanding any of the foregoing or other terms applicable to your Card, we may terminate this Balance Protection Program at any time upon notice to you, and if the Balance Protection Program is terminated or you are no longer eligible, any funds accessed through the Balance Protection Program will remain your responsibility to be repaid by future funds deposited onto the Card.

V. MASTERCARD EASY SAVINGS PROGRAM (GUIDE TO BENEFITS)

Mastercard® Guide to Benefits

for Small Business Cardholders

STRIDE BANK, N.A. Mastercard for the Following Small Business Cardholders:

Mastercard® Business Card World Elite Mastercard® for Business Card Debit Mastercard® Business Card Mastercard® Prepaid Business Card

Important information. Please read and save.

To file a claim or for more information on any of these services, call the Mastercard Assistance Center at **1-800-Mastercard**: **1-800-627-8372**, or **en Español**: **1-800-633-4466**.

"Card" refers to Mastercard card and "Cardholder" refers to a Mastercard cardholder.

The chart below identifies the specific benefits of each program at a glance. We suggest you take a few minutes to familiarize yourself with the benefits of each program. You may also want to make a photocopy to take with you when traveling. This Guide applies to travel and retail purchases made on or after February 1, 2019 and supersedes any previous Guide or program.

	Intuit Quick Books	Turbo	Mohile	Telephone		Mastercard Global Service	Insurance		Premium Easy Savings*	Easy Savings*		ShopRu nner
Business Card	4	•	4		•	•	4			•		
World Elite for Business	•	•	•	•	•	•	•	•	•	•	•	•
Debit Business Card	•	•	4		4	4	4			•		
Prepaid Business Card	•	•	4		4	4				•		

*Subject to Card Issuer participation. Please check with your issuer to see if you are enrolled in the Easy Savings program.

Key Terms

Throughout this document, You and Your refer to the cardholder or **authorized user** of the **covered card**. We, Us, and Our refer to New Hampshire Insurance Company, an AIG Company.

Account Holder means a person to whom an Eligible Account is issued and who holds the Eligible Account under his or her name.

Administrator means Sedgwick Claims Management Services, Inc., you may contact the administrator if you have questions regarding this coverage or would like to make a claim. The administrator can be reached by phone at **1-800-Mastercard**.

Authorized Driver(s) means a driver with a valid driver's license issued from their state of residence and indicated on the rental agreement.

Authorized User means a person who is recorded as an authorized user of an Eligible Account by the Account Holder and who is authorized by the Account Holder to make payments to the Eligible Account.

Cardholder means the Account Holder or Authorized User of an Eligible Account in good standing.

Covered Card means the Mastercard® card linked to your Eligible Account.

Eligible Account means the account associated with the Cardholder's U.S. issued credit card, debit card, checking account, line of credit, loan, certificate of deposit or other account that is eligible for coverage under the Group Policy.

Eligible Cellular Wireless Telephones means the cellular telephones associated with the primary line and up to the first four secondary, additional or supplemental lines on the Eligible Person's monthly billing statement from a cellular provider for the billing cycle preceding the month in which the theft or damage occurred.

Eligible Person means a Cardholder who charges his or her monthly bill for an Eligible Cellular Wireless Telephone to his or her Covered Card. No person or entity other than the Eligible Person(s) described shall have any legal or equitable right, remedy or claim for the insurance proceeds arising out of this coverage.

Evidence of Coverage (EOC) means the summary of benefits set forth below which describe the terms, conditions, limitations and exclusions of the coverage provided to You at no additional charge under a Group Policy issued by New Hampshire Insurance Company, an AIG company. Representations or promises made by anyone that are not contained in the group policy are not part of Your coverage. In the event the EOC, Key Terms, or Legal Disclosures of this Guide to Benefits conflict with the provisions of the group policy, the terms of the group policy govern Your coverage.

Group Policy means the Cellular Protection Insurance Policy entered between New Hampshire Insurance Company, an AIG Company, and Mastercard Insurance Master Trust, which is the subject of this Guide to Benefits.

Manufacturer Suggested Retail Price (MSRP) means the purchase price of the vehicle or the value of the vehicle.

Mysteriously Disappear means the vanishing of an item in an unexplained manner where there is absence of evidence of a wrongful act by a person or persons.

Rental Agreement means the entire agreement or contract that you receive when renting a vehicle from a vehicle rental agency that describes in full all of the terms and conditions of the rental, as well as the responsibility of all parties under the rental agreement.

Stolen means taken by force and/or under duress or a loss which involves the disappearance of an Eligible Cellular Wireless Telephone from a known place under circumstances that would indicate the probability of theft and for which a police report was filed within forty-eight hours of the theft.

United States Dollars (USD) means the currency of the United States of America.

Vehicle means a land motor vehicle with four wheels that is designed for use on public roads and intended for use on a bound surface such as concrete and tarmac. This includes minivans and sport utility vehicles that are designed to accommodate less than nine (9) passengers.

BUSINESS SERVICES

Intuit QuickBooks® Online Discount

Program Description:

QuickBooks Online is accounting software for self-employed and small businesses designed to help manage sales and expenses, get invoices paid, accept payments and much more. With real-time, accurate data you can access anywhere, anytime, and with any device, you'll always know where you stand so you can focus on your business. Mastercard **cardholders** can sign up for a 30-day free trial and save up to 50% on QuickBooks Online products.

Eligibility:

To be eligible for a discount on Intuit QuickBooks Online, you must have a valid Mastercard Small Business Credit, Debit or Prepaid card issued by a U.S. financial institution. Trial and discount offers are valid for new QuickBooks Online subscriptions only.

How to use the Intuit QuickBooks® Online benefit:

Visit: https://intuit.me/quickbooks_mc (Request Code from your Mastercard Account Representative) and follow instructions to purchase the appropriate version of QuickBooks® Online for your business. Use your Mastercard Small Business Credit, Debit or Prepaid card to pay for your discounted purchase (discounts for new QuickBooks® Online customers only).

Terms and Conditions:

QuickBooks Terms of Service can be found at https://quickbooks.intuit.com/global/terms-of-service/.

Intuit TurboTax® Discount

Program Description:

TurboTax, the #1 best-selling tax preparation software, coaches consumers and small businesses step-by-step through their federal and state taxes, no previous tax knowledge needed. TurboTax guarantees 100% accurate calculations and your maximum tax refund, so you can be confident your taxes are done right. Mastercard cardholders can save up to \$20 on TurboTax federal products.

Discounts are applicable to TurboTax Online and TurboTax download versions:

- TurboTax Self-Employed uncovers industry-specific deductions personalized to you and your line of work
- TurboTax Business (download version) is designed for Partnerships, S Corps, C Corps, multi-member LLCs, trusts and estates
- TurboTax Live products offer real-time expert advice on demand and a final review of your return by a CPA or EA

Eligibility:

To be eligible for a discount on Intuit TurboTax, you must have a valid Mastercard Small Business Credit, Debit or Prepaid card issued by a U.S. financial institution.

How to use the Intuit TurboTax benefit:

Visit https://turbotax.intuit.com/affiliate/mastercard1 (Request Code from your Mastercard Account Representative) and follow instructions to purchase the right version of TurboTax for your business. Use your Mastercard Small Business Credit, Debit or Prepaid card to pay for your discounted purchase.

Terms of Service and Guarantees:

TurboTax Terms of Service can be found at https://turbotax.intuit.com/corp/terms-of-service.jsp and TurboTax Product Guarantees and other important information are located at https://turbotax.intuit.com/lp/yoy/guarantees.jsp.

Mastercard Mobile Receipt Management

Program Description:

Mastercard offers a free Mobile Receipt Management application for all Small Business Credit, Debit and Prepaid **cardholders** in the United States. Business owners and employees can snap photos of receipts to store them securely in the cloud. This will help businesses to better understand their expenses and manage their financial health. Receipts are foundational to

better cash management for small businesses and the Mastercard Mobile Receipt Management app helps them categorize expenses (including personal vs. business), attach detailed notes, easily export data, and view clear reporting. Sort and view stored receipts based on merchant name, purchase date, amount, or expense category. Once the information is in the system, easily export your receipt images and/or the associated expense data to share with a bookkeeper or accountant.

Eligibility and Activation:

To use the Mastercard Mobile Receipt Management app, simply download the free iOS or Android version from the Apple or Google app store. Then use your valid Mastercard Small Business Credit, Debit or Prepaid card (issued by a U.S. financial institution) to activate the mobile app.

Mastercard Business Assistant

Mastercard® Business World Elite offers you the Mastercard Business Assistant Service. Imagine your own Assistant 24 x 7 x 365, where knowledgeable experts can assist with all your business needs, whenever you need it. This provides robust, personalized features that will save you time and simplify your busy day, such as:

- Local experts who can provide on-site assistance with everyday business needs like helping identify the best location for a client meeting or installing a new printer.
- Reminder service for those dates or events that you can't afford to miss. Let the Mastercard Business Assistant assist you today, so you can get back to business! Our experts look forward to assisting you at 1-800-Mastercard.

PEACE OF MIND

Cellular Wireless Telephone Protection – Commercial

Evidence of Coverage:

Refer to Key Terms for the definitions of you, your, we, us, our, and words that appear in bold. This **EOC** is subject to the Legal Disclosures set forth below.

A. To get coverage:

You must charge your monthly **Eligible Cellular Wireless Telephone** bill to your **Covered Card**. You are eligible for coverage the first day of the calendar month following the payment of your Eligible Cellular Wireless Telephone bill to your Covered Card. If you pay an Eligible Cellular Wireless Telephone bill with your Covered Card and fail to pay a subsequent bill to your Covered Card in a particular month, your coverage period changes as follows:

1. Your coverage is suspended beginning the first day of the calendar month following the month of nonpayment to your Covered Card; and

2. Your coverage resumes on the first day of the calendar month following the date of any future payment of your Eligible Cellular Wireless Telephone bill with your Covered Card.

B. The kind of coverage you receive:

- Reimbursement for the actual cost to replace or repair a **Stolen** or damaged Eligible Cellular Wireless Telephone.
- Coverage ends on the earliest of: The date you no longer are a Cardholder; the date the Eligible
 Account is determined to be ineligible by the participating organization; the date the participating
 organization ceases to pay premium on the Group Policy; the date the participating organization
 ceases to participate in the Group Policy; the date the Group Policy is terminated.

C. Coverage limitations:

Coverage for a Stolen or damaged Eligible Cellular Wireless Telephone is subject to the terms, conditions, exclusions, and limits of liability of this benefit. The maximum liability is \$800 per claim, and \$1,000 per 12-month period. Each claim is subject to a \$50 deductible. Coverage is excess of any other applicable insurance or indemnity available to you. Coverage is limited only to those amounts not covered by any other insurance or indemnity. In no event will this coverage apply as contributing insurance. This "noncontribution" clause will take precedence over a similar clause found in other insurance or indemnity language.

D. What is NOT covered:

The following items are excluded from coverage under the Group Policy:

- Eligible Cellular Wireless Telephone accessories other than the standard battery and standard antenna provided by the manufacturer;
- Eligible Cellular Wireless Telephones that are lost or Mysteriously Disappear;
- Eligible Cellular Wireless Telephones under the care and control of a common carrier, including, but not limited to, the U.S. Postal Service, airplanes or delivery service;
- Eligible Cellular Wireless Telephones Stolen from baggage unless hand-carried and under the Eligible
 Person's supervision or under the supervision of the Eligible Person's traveling companion who is
 previously known to the Eligible Person;
- Eligible Cellular Wireless Telephones Stolen from a construction site;
- Eligible Cellular Wireless Telephones which have been rented or leased from a person or company other than a cellular provider;
- Eligible Cellular Wireless Telephones which have been borrowed;
- Eligible Cellular Wireless Telephones that are received as part of a pre-paid plan;
- Cosmetic damage to the Eligible Cellular Wireless Telephone or damage that does not impact the Eligible Cellular Wireless Telephone's ability to make or receive phone calls (including minor screen cracks and fractures less than 2 inches in length that do not prevent the ability to make or receive phone calls or to use other features related to making or receiving phone calls);
- Damage or theft resulting from abuse, intentional acts, fraud, hostilities of any kind (including, but
 not limited to, war, invasion, rebellion or insurrection), confiscation by the authorities, risks of
 contraband, illegal activities, normal wear and tear, flood, earthquake, radioactive contamination, or
 damage from inherent product defects or vermin;
- Damage or theft resulting from mis-delivery or voluntary parting from the Eligible Cellular Wireless Telephone;

- Replacement of Eligible Cellular Wireless Telephone(s) purchased from anyone other than a cellular service provider's retail or internet store that has the ability to initiate activation with the cellular service provider;
- Taxes, delivery or transportation charges or any fees associated with the service provided; or
- Losses covered under a warranty issued by a manufacturer, distributor or seller.

In addition, we shall not be deemed to provide cover and we shall not be liable to pay any claim or provide any benefit under the Group Policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose us, our parent company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

E. How to file a claim:

Call **1-800-Mastercard** or go to **www.mycardbenefits.com** to open a claim. You must report the claim within 90 days of the loss, or as soon as reasonably possible, or the claim may not be honored. Upon receipt of a notice of claim, we will provide you with the necessary instructions for filing proof of loss. Written proof of loss must be submitted to our **Administrator** within 120 days of the loss or the claim may not be honored. Required documentation may include but is not limited to the following:

- Your card statement reflecting the monthly Eligible Cellular Wireless Telephone payments for the month preceding the date the Eligible Cellular Wireless Telephone was Stolen or suffered damage;
- A copy of your current wireless service provider's billing statement;
- If a claim is due to damage, a copy of the repair estimate and photos of the damage;
- If the claim is due to theft, a copy of the police report filed within 48 hours of the theft;
- Any other documentation or information reasonably requested by us to support the claim.

Legal Disclosure:

This Guide to Benefits is not, by itself, a policy or contract of insurance or other contract. Benefits are provided to you, the Cardholder, at no additional charge.

The insurance benefits are provided under the Group Policy issued by New Hampshire Insurance Company, an AIG company. This Guide to Benefits is a summary of benefits provided to you. The attached Key Terms and EOC are governed by the Group Policy.

Effective date of benefits: This Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The Policyholder and the insurer reserve the right to change the benefits and features of these programs at any time. Notice will be provided for any changes.

Cancellation: The Policyholder may cancel these benefits at any time or choose not to renew the insurance coverage for all Cardholders. If the Policyholder cancels these benefits, you will be notified in advance. If we terminate, cancel, or choose not to renew the coverage to the Policyholder, you will be notified as soon as is practicable. Insurance benefits will still apply for any eligible coverage that attaches prior to the date of such termination, cancellation, or non-renewal, subject to the terms and conditions of coverage.

Benefits to you: These benefits apply only to Eligible Accounts issued in the United States. The United States is defined as the fifty U.S. states and the District of Columbia. No person or entity other than you shall have any legal or equitable right, remedy, or claim for benefits, insurance proceeds and damages under or arising out of these programs. These benefits do not apply if your card privileges have been canceled. However, insurance benefits will still apply for any benefit you were eligible for prior to the date that your Eligible Account is suspended or canceled, subject to the terms and conditions of coverage.

Transfer of rights or benefits: The Group Policy is not assignable, but the benefits may be assigned.

Intentional Misrepresentation and Fraud: If any request for benefits made under the Group Policy is determined to be fraudulent, or if any fraudulent means or devices are used by you or anyone qualifying as an insured to obtain benefits under the Group Policy, all benefits will be forfeited. No coverage is provided if you or anyone qualifying as an insured does the following: (1) conceals or misrepresents any fact upon which we rely, if the concealment or misrepresentation is material and is made with the intent to deceive; or (2) conceals or misrepresents any fact that contributes to the loss.

Due Diligence: You must exercise or perform all vigilant activity, attentiveness, and care that would be exercised or performed by a reasonable and prudent person in the same or similar circumstances to avoid, diminish, or reduce any loss or damage insured under the Group Policy.

Subrogation: If payment is made under these benefits, we are entitled to recover such amounts, to the extent of our payments, from other parties or persons. Any party or person who receives payment under these benefits must transfer to us his or her rights to recovery against any other party or person and must do everything necessary to secure these rights and must do nothing that would jeopardize them.

Salvage: If an item is not repairable, we may request that you send the item to us for salvage at your expense. Failure to remit the requested item for salvage to us may result in denial of the claim.

Severability of Provisions: If in the future any one or more of the provisions of this Guide to Benefits is, to any extent and for any reason, held to be invalid or unenforceable, then such provision(s) shall be deemed "severable" from the remaining provisions of the Guide. In that event, all other provisions of this Guide shall remain valid and enforceable.

Benefits listed in this Guide to Benefits are subject to the conditions, limitations, and exclusions described in each benefit section. Receipt and/or possession of this Guide to Benefits does not guarantee coverage or coverage availability.

This Guide is intended as a summary of services, benefits, and coverages and, in case of a conflict between the Guide and the Group Policy, the Group Policy shall control.

Washington Residents: For Washington residents only, Evidence of Coverage (EOC) means the section of this Guide to Benefits that describes the terms, conditions, and exclusions of your coverage. The EOC, Key Terms, and Legal Disclosures are in the entire agreement between you and us. Representations or promises made by anyone that are not contained in the EOC, Key Terms, or Legal Disclosures are not part of your coverage. In case of a conflict between this Guide to Benefits and the Group Policy, the Guide to Benefits shall control.

Mastercard ID Theft Protection (IDT)

Program Description:

Mastercard ID Theft Protection provides you with access to a number of Identity Theft resolution services, should you believe you are a victim of Identity Theft. This product offering prevents identity theft by monitoring the Internet, indexed and not, searching for compromised credentials and potentially damaging use of **cardholders'** personal information in order to detect fraud at its inception.

Eligibility:

All Mastercard consumer credit cardholders in the US are eligible for this coverage.

Access:

Simply contact 1-800-Mastercard if you believe you have been a victim of Identity Theft.

Services provided:

Services provided are on a 24-hour basis, 365 days a year. In order to receive the following services, you must enroll at https://mastercardus.idprotectiononline.com/. The services include:

Online Monitoring Dashboard (requires activation): The online monitoring dashboard is the primary user interface for cardholders. It serves as a repository of all the personally identifiable information (PII) data the cardholder wants to monitor, tracks and displays cardholders' risk score, and provides access to identity protection tips. It is also the platform for cardholders to respond to identity theft alerts.

Monthly Risk Alert / Newsletter: Cardholders will receive a monthly newsletter with information on the cardholder's risk score, and articles pertaining to good identity theft practices.

Identity Monitoring: IDT searches the internet to detect compromised credentials and potentially damaging use of cardholders' personal information and alerts them via email so that they can take immediate action. This platform utilizes automated monitoring and human threat intelligence from cyber operations agents monitoring threat actors and their tactics on the deep and dark web where personal data is bought and sold. Data elements that can be monitored are:

- Email addresses
- Debit/credit cards
- Bank Accounts
- Web logins; username and password
- Medical insurance cards
- Drivers' license
- Loyalty cards
- Affinity cards
- Passport number
- Vehicle Insurance cards
- Social Security Number

Mastercard is offering cardholders the above-mentioned protections through Iris OnWatch, Generali Global Assistance's proprietary internet surveillance technology that proactively detects the illegal trading and selling of personally identifiable information (PII) online. At any point in time, Iris is tracking thousands of websites and millions of data points, and alerting cardholders whose personal information they find has been compromised online. This information is being gathered in real-time so that Cardholders have the opportunity to react quickly and take the necessary steps to protect themselves.

Resolution Services: Cardholders will have access to a team of identity theft resolution specialists, available 24 hours a day, 365 days a year to help resolve cardholders' identity theft incidents and prevent further damage. The resolution specialists are native speakers of English, French and Spanish, and are based out of Bethesda, Maryland. Cardholders are given the option to give limited power of attorney (LPOA) to the specialist, to allow them to conduct resolution activities on the cardholders' behalf, including contacting police, credit agencies, and other authorities, translating information, and closing and replacing breached accounts.

Lost Wallet Assistance: Cardholders will be provided assistance with notifying the appropriate issuing authorities to cancel and replace stolen or missing items, such as their debit/credit, Social Security card, and passport.

Emergency Cash Advance and Travel Arrangements: Cardholders are provided an emergency cash advance of up to \$500 and assistance with making travel arrangements, including airline, hotel, and car rental reservations. This service is available when an ID theft event occurs more than 100 miles away from the cardholders' primary place of residence.

Single Bureau Credit Monitoring: Cardholders' TransUnion credit file will be monitored for changes that could indicate fraud such as new credit inquiries, an address change or new credit account(s) opened in their name. An alert notification via email will be sent anytime a hard inquiry is made on the cardholders' TransUnion credit file so they can take immediate action to minimize damage.

Financial Account Takeover: IDT monitors cardholder's high-risk transactions with more than 300 of the nation's largest companies to uncover and thwart account takeover attempts. Monitored transactions include:

- Credit cards
- Bank accounts
- Brokerage accounts
- Healthcare portals
- Workplace intranets
- Other services (e.g. peer-to-peer fund transfers)

An alert is sent to the cardholder if a series of knowledge-based authentication questions are used to authenticate the account's user. To take advantage of this service, the cardholder must enter the accounts they wish to protect on the dashboard.

URL and Domain Monitoring: IDT identity monitoring services are enhanced by adding URL and Domain monitoring to the existing list of monitored items. URL and Domain monitoring searches for cardholders' business URL and domain within corporate data breaches, malicious third-party botnets, and criminal forums.

For more information regarding the services stated above and additional information, please visit https://mastercardus.idprotectiononline.com/.

Charges:

There is no charge for these services, they are provided by your Financial Institution.

Services NOT provided:

- When it is determined you have committed any dishonest, criminal, malicious or fraudulent act.
- When your financial institution or card issuer which provides this Service, has investigated the event and deemed you are responsible for the charge or event.
- When any theft or unauthorized use of an account by a person to whom the account has been entrusted has been committed.

Program provisions for Mastercard ID Theft Protection:

This service applies only to you, the named Mastercard cardholder. You shall use due diligence and do all things reasonable to avoid or diminish any loss or damage to property protected by the program. The provider, Generali Global Assistance, relies on the truth of statement made in the Affidavit or declaration from each cardholder. This service is provided to eligible Mastercard cardholders at no additional cost and is in effect for acts occurring while the program is in effect. The terms and conditions contained in this program guide may be modified by subsequent endorsements. Modifications to the terms and conditions may be provided via additional Guide mailings, statement inserts, or statement messages. Mastercard or your financial institution can cancel or non-renew these services, and if we do, we will notify you at least thirty (30) days in advance. If the Provider non-renews or cancels any services provided to eligible Mastercard cardholders, you will be notified within 30–120 days before the expiration of the service agreement. In the event substantially similar coverage takes effect without interruption, no such notice is necessary. For general questions regarding these services, please contact **1-800-Mastercard**.

Mastercard Global Service

Mastercard Global Service provides worldwide, 24-hour assistance with lost and **stolen** card reporting, emergency card replacement, and emergency cash advance. Call Mastercard Global Service immediately to report your card lost or stolen and to cancel the account. If you need to make purchases or arrange for a cash advance, with your issuer's approval, you can receive a temporary card the next day in the United States, and within two business days most everywhere else.

In the United States (including all 50 states, the District of Columbia, the U.S. Virgin Islands, and Puerto Rico) and Canada, call **1-800-Mastercard (1-800-627-8372)**. When out-of-country and in need of assistance, you can easily reach a specially trained Mastercard Global Service Representative who can help you 24 hours a day, 365 days a year, in any language. You can call toll free from over 80 countries worldwide. Some of the key toll free Mastercard Global Service telephone numbers are:

Australia	1-800-120-113
Austria	0800-070-6138
France	0-800-90-1387
Germany	0800-071-3542
Hungary	06800-12517
Ireland	1-800-55-7378
Italy	800-870-866
Mexico	001-800-307-7309
Netherlands	0800-022-5821
Poland	0-0800-111-1211
Portugal	800-8-11-272
Spain	900-822-756
United Kingdom	0800-96-4767

For additional information, or for country-specific toll-free telephone numbers not listed above, visit our website at **www.mastercard.com** or call the United States collect at **1-636-722-7111**.

Account Information and Card Benefits:

When in the United States, contact your card issuer directly for account information and **1-800-Mastercard** for card benefits. When traveling outside the United States, call Mastercard Global Service to access your card issuer for account information or to access any of your card benefits.

ATM Locations:

Call **1-877-FINDATM** (**1-877-346-3286**) to find the location of a nearby ATM in the Mastercard ATM Network accepting Mastercard[®], Maestro[®], and Cirrus[®] brands. Also, visit our website at **www.mastercard.com** to use our ATM locator. You can get cash at over two million ATMs worldwide. To enable cash access, be sure you know your Personal Identification Number (PIN) before you travel.

MasterRental Insurance Coverage

Evidence of Coverage:

- Pursuant to the below terms and conditions, when you rent a **vehicle** for thirty-one (31) consecutive days or less with your **covered card**, you are eligible for benefits under this coverage.
- Refer to Key Terms for the definitions of you, your, we, us, our, and words that appear in bold and Legal Disclosures.

A. To get coverage:

The rental vehicle must be rented primarily for business purposes, and You must initiate and then pay for the entire **rental agreement** (tax, gasoline, and airport fees are not considered rental charges) with your covered card and/or the accumulated points from your covered card at the time the vehicle is returned. If a rental company promotion/discount of any kind is initially applied toward payment of the rental vehicle, at least one (1) full day of rental must be billed to your covered card.

You must decline the optional collision/damage waiver (or similar coverage) offered by the rental company when coverage is secondary.

You must rent the vehicle in your own name and sign the rental agreement.

Your rental agreement must be for a rental period of no more than thirty-one (31) consecutive days. Rental periods that exceed or are intended to exceed thirty-one consecutive days are not covered.

The rented vehicle must have a MSRP that does not exceed \$50,000 USD.

B. The kind of coverage you receive:

We will pay for the following on a primary basis:

- Physical damage and theft of the vehicle, not to exceed the limits outlined below.
- Reasonable loss of use charges imposed by the vehicle rental company for the period of time the
 rental vehicle is out of service. Loss of use charges must be substantiated by a location and class
 specific fleet utilization log.
- Towing charges to the nearest collision repair facility.
- Theft or damage to personal effects in transit in the rental vehicle or in any building en route during a trip using the rental vehicle. You must first file under other applicable insurance (e.g., home or business), and then we'll cover whatever is not covered by your insurance under our Secondary Personal Effects Insurance. Maximum coverage per rental period is \$1,000 per covered person, per occurrence. The total benefits per rental period cannot exceed \$2,000.

This coverage is not all-inclusive, which means it does not cover such things as personal injury or personal liability. It does not cover you for any damages to other vehicles or property. It does not cover you for any injury to any party.

C. Coordination of Benefits:

When MasterRental is provided on a secondary basis and a covered loss has occurred the order in which benefits are determined is as follows:

1. You or an **authorized driver's** primary auto insurance;

- Collision/damage waiver provided to you by the rental agency;
- 3. Any other collectible insurance;
- 4. The coverage provided under this **EOC**.

If you or an authorized driver's primary auto insurance or other coverage has made payments for a covered loss, we will cover your deductible and any other eligible amounts, described under the kind of coverage you receive, not covered by the other insurance.

Note: In certain parts of the United States and Canada losses to rental vehicles that are covered by your personal vehicle insurance policy liability section may not be subject to a deductible, which means that you may not receive any benefits from this program. Contact your insurance provider for full coverage details pertaining to your personal vehicle liability insurance policy (or similar coverage).

• If the vehicle is rented primarily for business purposes or outside the **cardholder's** domiciled country, coverage is considered primary coverage.

D. Who is covered:

The covered card cardholder and those designated in the rental agreement as authorized drivers. You, your associates, and immediate family are covered by Secondary Personal Effects Insurance subject to the limits expressed above.

E. Excluded rental vehicles:

- Vehicles not required to be licensed.
- All full-size vans mounted on truck chassis (including, but not limited to, Ford EconoVan), cargo vans, campers, off-road vehicles, and other recreational vehicles.
- Trailers, motorbikes, motorcycles, and any other vehicle having fewer than four (4) wheels.
- Antique vehicles (vehicles that are more than twenty (20) years old or have not been manufactured for at least ten (10) years), or limousines.
- Any rental vehicle that has a MSRP that exceeds \$50,000 USD.

F. Where you are covered:

Coverage is not available in countries where:

- a. This EOC or the group policy is prohibited by that country's law; or
- b. The terms of the EOC or group policy are in conflict with the laws of that country.

G. Coverage limitations:

We will pay the lesser of the following:

- a. Reasonable and customary charges of repair or the actual repair amount;
- b. Wholesale market value less salvage and depreciation;
- c. The rental agencies' purchase invoice less salvage and depreciation;
- The contractual liability assumed by you or an authorized driver of the rental vehicle;
- e. The actual cash value; or
- f. \$50,000 USD.

In addition, coverage is limited to \$500 USD per incident for reasonable loss of use charges imposed by the vehicle rental company for the period of time the rental vehicle is out of service.

We will not pay for or duplicate the collision/damage waiver coverage offered by the rental agency.

H. What is NOT covered:

- Personal Effects Insurance does not cover animals, automobile equipment, motorcycles, boats, motors, sporting equipment, personal computers, household furniture, contact lenses, hearing aids, artificial teeth and limbs, currency, coins, deeds, bullion, stamps, securities, tickets, documents, perishables, delays, loss of market, or indirect or consequential losses or damages of any kind.
- Vehicle keys or rental company portable Global Positioning Systems (GPS).
- Vehicles not rented by the cardholder or **authorized user** on the covered card.
- Any person not designated in the rental agreement as an authorized driver.
- Any obligations you assume other than that what is specifically covered under rental agreement.
- Any violation of the written terms and conditions of the rental agreement.
- Any loss that occurs while driving under the influence of drugs or alcohol.
- Any loss associated with racing or reckless driving.
- Losses involving the theft of the rental vehicle when you or an authorized driver cannot produce the keys to the rental vehicle at the time of reporting the incident to police and/or rental agency, as a result of negligence. Loss of keys is considered negligence.
- Mechanical failures caused by wear and tear, gradual deterioration, or mechanical breakdown.
- Subsequent damages resulting from a failure to protect the rental vehicle from further damage.
- Blowouts or tire/rim damage unless caused by theft, vandalism or vehicle collision.
- Any damage that is of an intentional or non-accidental nature, caused by you or an authorized driver of the rental vehicle.
- Depreciation, diminishment of value, administrative, storage, or other fees charged by the vehicle rental company.
- Vehicles with a rental agreement that exceeds or is intended to exceed a rental period of thirty-one (31) consecutive days from a rental agency.
- Losses resulting from any kind of illegal activity.
- Damage sustained on any road not regularly maintained by a municipal, state, or federal entity.
- Losses as a result of war or hostilities of any kind (including, but not limited to, invasion, terrorism, rebellion, insurrection, riot, or civil commotion); confiscation or damage by any government, public authority, or customs official; risks of contraband; illegal activity or acts.
- Any loss involving the rental vehicle being used for hire, for commercial use, or as a public or livery conveyance.
- Theft of, or damage to, unlocked or unsecured vehicles.
- Value-added tax, or similar tax, unless reimbursement of such tax is required by law.
- Rentals made on a monthly basis.
- Items not installed by the original manufacturer.
- Inherent damage.
- Damage to windshields which is not the result of a collision or roll-over (damage to a windshield is covered if such damage is due to road debris or road hazard).
- Leases or mini leases.
- Indirect or direct damages resulting from a covered claim.
- Charges for gasoline or airport fees.

In addition, We shall not be deemed to provide cover and We shall not be liable to pay any claim or provide any benefit under the group policy to the extent that the provision of such cover, payment of such claim or provision of such benefit would expose Us, our parent

company or its ultimate controlling entity to any sanction, prohibition or restriction under United Nations resolutions or the trade or economic sanctions, laws or regulations of the European Union or the United States of America.

I. How to file a claim:

- Visit www.mycardbenefits.com or call **1-800-Mastercard** to open a claim. You must report the claim within sixty (60) days of the loss or the claim may not be honored.
- You may choose to assign your benefits under this insurance program to the rental agency from which you rented your vehicle. Please contact us or our designated representative for further details.
- Submit the following documentation within one hundred and eighty (180) days of the incident or the claim may not be honored:
 - o Receipt showing the vehicle rental charge.
 - Statement showing the vehicle rental charge.
 - The rental agreement (front and back).
 - Copy of Your valid driver's license (front and back).
 - Copy of the declarations page of any primary vehicle insurance and other valid insurance or coverage if applicable.
 - Police report when the vehicle is stolen, vandalized (regardless of the damage), or involved in a collision that requires the vehicle; to be towed, in a multi-vehicle collision, or the vehicle is not drivable
 - Police report detailing the theft of personal items.
 - o Replacement receipt for personal effect items.
 - Itemized repair estimates from a factory registered collision repair facility.
 - o Copy of the vehicle rental company promotion/discount, if applicable.
 - Copy of the vehicle rental location class specific fleet utilization log, if loss of use charges are being claimed. You must secure this log from the rental agency.
 - Any other documentation that may be reasonably requested by us or our administrator to validate a claim.

Mastercard Travel and Lifestyle Services

As a World Elite Mastercard® cardholder, you have access to Mastercard® Travel & Lifestyle Services, a suite of benefits, amenities and upgrades, preferential treatment and premium travel offers from best-in-class travel companies across hotels, air travel, tours, cruises, car rental and more*. Get the most from all your travels whether you are planning a last-minute getaway or your dream family vacation. As a Mastercard® cardholder, you have access to a lifestyle manager that will help you plan your vacation - complimentary, at your convenience, 24 hours a day, 7 days a week. Plus, take advantage of the Mastercard Lowest Hotel Rate Guarantee** and Mastercard Hotel Stay Guarantee*** which deliver value and peace of mind.

* Travel & Lifestyle Services are provided by Ten Lifestyle Group plc. No travel bookings are being made by Mastercard, nor is Mastercard acting as a travel agency or providing any travel consultation or advice, in connection with Mastercard Travel & Lifestyle Services.

- ** Mastercard Lowest Hotel Rate Guarantee: If you book a qualifying 'prepaid hotel rate' or 'pay at local hotel rate' hotel stay through the Mastercard Travel & Lifestyle Services program either online or through an authorized program agent using your Mastercard and then find the same hotel room type, in the same hotel, for the same dates, the same number of children and adults, at a lower price online, before taxes and fees, we'll refund you the difference. To receive a refund, you must submit a claim as described in the Terms & Conditions prior to your stay and at least seventy-two (72) hours before the date of your reservation check-in.
- ***Mastercard Hotel Stay Guarantee: The Mastercard Travel & Lifestyle Services Hotel Stay Guarantee is simple if you book your three star or higher hotel stay through the Mastercard Travel & Lifestyle Services program and you encounter problems with the hotel, contact Ten Lifestyle Group plc, the designated travel agent for the Mastercard Travel & Lifestyle Services program at Toll Free (US) 1-800-336-6420 during your stay and a Ten lifestyle manager will attempt to make it right for the remainder of your stay by working directly with the hotel to try to resolve your issue or will make efforts to find you comparable accommodations. Certain terms, conditions and exclusions apply.

Certain terms, conditions and exclusions apply. Full details are available at https://travel.mastercard.com/us/en-us/world-elite/product/terms.

MERCHANT BENEFITS

Mastercard Premium Easy Savings® Program

Mastercard World Elite for Business offers you a premium experience of the Easy Savings program. In addition to all of the same savings you receive in the Easy Saving program, the Premium Easy Savings program delivers more upscale merchant offers both in the USA and also when traveling to other countries where Easy Savings exists. If you receive automatic rebates from the US Small Business program, the same terms and conditions of this new premium benefit are the same as what is outlined below:

Mastercard Easy Savings® Program

If you already receive all the automatic rebates in the Program and/or have already registered in the Program, the terms and conditions of this tier of the Program are outlined below:

Cardholder Terms & Conditions for Mastercard Easy Savings Program - U.S. Small Business and Mastercard Easy Savings Program - U.S. Commercial

Mastercard International Incorporated ("Mastercard") is providing these Mastercard Easy Savings® Program - Terms and Conditions ("Terms and Conditions") with respect to your U.S. Mastercard small business signature debit, prepaid, or credit card (each, a "Small Business

Card") and/or U.S. Mastercard Multi Card, Mastercard Purchase Card, and/or Mastercard Corporate Card (each, a "Commercial Card"). Upon receipt or affirmative acceptance of these Terms and Conditions, you hereby accept the Terms and Conditions for the applicable Mastercard Easy Savings Program - U.S. Small Business and/or the Mastercard Easy Savings Program - U.S. Commercial (each, as applicable, the "Program"). You further accept these Terms and Conditions and ratify this acceptance by using, receiving or accepting any benefit of a rebate under the Program.

If you do not wish to participate in the Program, please contact your issuing bank.

These Terms and Conditions set forth the terms applicable to your use of the Program. The Program provides you with automatic rebates on eligible purchases from participating merchants in the United States if you use an eligible, enrolled Mastercard Small Business Card or Commercial Card. Please read these Terms and Conditions carefully and keep them for your records.

In these Terms and Conditions, the words "you" and "your" mean the person or entity to whom a Card, as defined below, has been issued and any person or entity that you allow to use a Card, and the words "we," "us" and "our" mean Mastercard. "Program Website" means www.easysavings.com for the Mastercard Easy Savings Program - U.S. Small Business or www.easysavings.com/commercial for the Mastercard Easy Savings Program - U.S. Commercial (or such other websites as we may establish for the Program).

Participation: For Mastercard Easy Savings® Program - U.S. Small Business only: If you have been notified by the issuer that issued your Mastercard Small Business Card that your Mastercard Small Business Card has been automatically enrolled in the Program, you may participate in the Program effective as of the date indicated in the notification from the issuer. You may also go to **www.easysavings.com** and register to receive program updates and see your and/or your employees' card rebates at that site. If you have been notified by the issuer that issued your Mastercard Commercial Card that your Mastercard Commercial Card has been enrolled in the Program, you may participate in the Program immediately.

The Program is available only to **cardholders** using eligible, enrolled Small Business Cards or Commercial Cards, as applicable, issued by a United States financial institution ("Cards"). You must be enrolled in the Program prior to using a Card at a Merchant, as defined below, or to receive the rebate benefits of the Program.

If you access the Program Website or use the Program, you also accept the Terms and Conditions as posted on the Program Website and as posted at:

For Mastercard Easy Savings® Program - U.S. Small Business: http://www.mastercard.com/easysavings/common/en_US/termsconditions.html, as may be amended from time to time. For Mastercard Easy Savings® Program - U.S. Commercial: http://www.mastercard.com/easysavings/common/en_MM/termsconditions.html, as may be amended from time to time.

If you request a user ID to access rebate information on the Program Website, we may need to validate your Card in order to ensure that you can receive applicable rebates and as part of this validation an authorization hold of \$1 may appear on your account information. Once the validation is confirmed, usually within 2-7 days, this authorization hold will be removed from your account.

Your Data: You agree to the terms of the Program's privacy notice as posted at https://www.mastercard.com/us/business/en/common/privacypolicy.html, as may be amended from time to time. You acknowledge and agree that your issuing bank and Mastercard may share and use data regarding you, your personnel and such Card usage with each other and with third parties, such as Merchants and service providers, to operate the Program and for internal operational purposes, including, but not limited to, sending you and your personnel emails regarding the Program.

Merchant Offers: Merchants that are participating in the Program ("Merchant(s)") may provide offers for rebates on purchases of goods or services ("Offers") at participating Merchant locations for Cards. The amount of any rebate and other terms and conditions applicable to a rebate will be determined by the Merchant and are subject to change at any time and without notice. Please refer to any disclosures provided by your issuing bank and the Program Website for any details on any Offer terms and conditions. Offers may be redeemed only at participating Merchant locations. See the Program Website for the latest information on available Offers. Certain issuers may restrict your access to: (i) or the ability to make purchases from, certain Merchants; (ii) certain Offers; or (iii) certain elements of the Program for other purposes. Please refer to the Offer details provided by your issuing bank, the Program Website, and/or the Offer details below for the latest information on available offers.

Offer Acceptance: When you purchase goods or services using a Card from a participating Merchant, you will receive a rebate on your purchase, subject to any terms and conditions of the Offer and provided that the purchase transaction:

(a) originated in the United States, (b) is authorized, settled and cleared through the Mastercard Global Clearance and Processing System, and (c) is not a PIN-based transaction. The rebate will not appear on your receipt at the point of sale. The form of the rebate may be a credit to your Card account, or the rebate may be in another form, as determined by the Issuer. If a rebate is credited to your Card account, please note that it might not appear on the same statement as the related purchase. There may be a delay of up to one statement cycle in crediting a rebate. Please note that rebates will be based on the standard currency related to your Card.

Reversals: All or a portion of a rebate may be reversed in certain circumstances, including without limitation, upon a return, dispute, adjustment, or fraudulent card activity.

Disclaimer of Liability: Our role under the Program is limited to processing information regarding Offers on behalf of Merchants and the issuing banks. We are not responsible for any Offers or rebates, your ability to use Offers or rebates, the crediting of any rebates to your Card account, reversals of Offers or rebates, accuracy or completeness of information about Offers or rebates, or any acts or omissions of the issuing banks or Merchants. We provide the Program on an "AS IS" basis, and we disclaim any and all warranties, including without limitation, any warranties of merchantability or fitness for a particular purpose, except as required by applicable law. We are not liable to you for any damages that you suffer in connection with your participation in the Program, unless the damage results directly from our failure to perform the express obligations under these Terms and Conditions. We and our affiliates, our respective directors, officers, employees, agents, and successors and assigns, are not responsible, and shall not be liable for, any direct, indirect, special, incidental, or consequential damages (including lost profits). Without limiting the foregoing, we are not responsible for any Card account fees or penalties that you incur on your Card, including fees and penalties that may result from rebate reversals. Any tax liability resulting from your participation in the Program shall be your sole responsibility, and not our responsibility or the responsibility of any Merchant or the issuing bank. Merchants or the issuing bank may report information regarding the Program and your participation in it to tax authorities. Merchants and the issuing bank may not vary these Terms and Conditions as applied to the relationship between you and us and may not make any commitments that are binding on us.

Program Information: By registering on the easysavings.com site, you agree to receive Program information via email and to advise us of any change in your email address by providing updated information via the Program Website. Please note that we will use information regarding purchase transactions initiated with your enrolled Card(s) to provide you with reports via the Program Website as well as for other purposes as determined by Mastercard.

Termination: You may terminate your participation in the Program at any time by notifying your issuing bank. There may be a delay of up to 30 days in effecting such termination, and reversals or adjustments of rebates may continue after termination, as determined in our discretion. We or your issuing bank may terminate your participation in the Program at any time, without notice unless required by law. We reserve the right to add or terminate any participating Merchant or any Offer without notice. Any terms, which by their nature should survive the termination of these Terms and Conditions, shall survive.

Change of Terms: We can add to, delete from, or change (each, a "change") the terms of these Terms and Conditions and/or the Program at any time. We will notify you of changes by posting the revised terms and conditions on the Program Website.

Questions Regarding the Program: You should direct any questions related to the Program, Offers, any Program restrictions, or rebates to your issuing bank.

Disputes: Any disputes regarding Offers or rebates, or your ability to participate or receive them, may be determined by us, by your issuing bank, or Merchants. That resolution will be final and binding on you.

Additional Terms: Your issuing bank and Merchants may impose additional terms on your participation in the Program. These Terms and Conditions are in addition to, and do not amend or replace, your card agreement with your issuing bank.

Miscellaneous: These Terms and Conditions will be governed by the laws of New York State, without regard to conflict of law principles. Any dispute arising out of or in connection with the interpretation or performance of these Terms and Conditions, that is not settled in accordance with the section of these Terms and Conditions entitled "Disputes", shall be finally settled by the Courts located in the City and State of New York, which shall have exclusive jurisdiction. YOU AND WE HEREBY WAIVE ANY RIGHT TO A JURY TRIAL. You may not assign your rights under these Terms and Conditions. We may assign our rights and obligations at any time. The invalidity of any provision of these Terms and Conditions will not affect the validity of the remaining portions. Any waiver by us of our rights under these Terms and Conditions is binding only if in a writing signed by us. The use of your issuing bank and Merchant names and logos in the Program is by permission only.

Mastercard Easy Savings® Program U.S. Small Business – Participating Merchants Offer **Details:** Restrictions, conditions, and limitations apply. Visit the Merchant detail pages at **www.easysavings.com** for more details.

Mastercard Easy Savings® Program for Commercial – Participating Merchants Offer Details: Restrictions, conditions, and limitations apply. Visit the Merchant detail pages at www.easysavings.com/commercial for more details.

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ShopRunner Program

ShopRunner is an online shipping service that helps its members save both time and money. ShopRunner members receive unlimited free two-day shipping and free return shipping on purchases at more than 140 online stores, including clothing, shoes, beauty, electronics, home, gifts and more. Retailers include Neiman Marcus, Lord & Taylor, American Eagle, Tory Burch, Calvin Klein, Kate Spade, 1-800-Flowers.com and many more.

Eligibility:

To be eligible for a free ShopRunner membership, you must be a valid World or World Elite cardholder who holds a Mastercard issued by a U.S. financial institution.

How to use the ShopRunner benefit:

- Create a ShopRunner account on the www.shoprunner.com/mastercard website.
- Shop at the participating merchants from the merchant site, from the links on the ShopRunner site, or from the ShopRunner mobile app.
- Once you are logged into your account, the free shipping benefit is applied, provided the item is eligible for free shipping.
- ShopRunner members also enjoy free return shipping on their orders placed with ShopRunner.

Terms and Conditions:

Full Terms & Conditions are found at www.shoprunner.com/terms/sr/.

- ShopRunner members are entitled to free two-day shipping on all eligible purchases as well as free returns.
- Shipping:
 - Eligible items will ship within 2 business days via shipping partners like UPS and FedEx.
 ShopRunner only ships to physical addresses in the United States, including, in most cases,
 Alaska, Hawaii and Puerto Rico, but in some cases, certain regions cannot be reached in two days. Any shipment to a PO Box, APO/FPO/DPO or international address is excluded from the ShopRunner program.
 - O Items that are eligible for ShopRunner benefits will be designated on the Retailer's site. ShopRunner is only available for certain online purchases and certain products on a Retailer's site, and ShopRunner may not be available on all web browsers (e.g., mobile websites, smart phone mobile or tablet applications). Certain Retailers may require a minimum aggregate order value in order for an order to be eligible for ShopRunner benefits.

• Returns:

- For returns of eligible items, ShopRunner members must follow the Retailer's return policies and instructions.
- In the event that a merchant who participates in the ShopRunner service offers free return shipping, the cardholder will return the ShopRunner eligible item through the merchant's standard process.
- For returns of eligible items purchased via the ShopRunner service, for which the merchant does not offer free return shipping, ShopRunner will provide cardholder with a postage paid return label that can be used to return items back to the merchant. To obtain your ShopRunner prepaid return label simply sign in to the My Account section on www.shoprunner.com. Next to each ShopRunner eligible order there is a link to generate a pre-paid return label. Print the label, affix it to your return packaging and follow the rest of the Retailer's return instructions.

Account and Billing Information

Important: Contact your card-issuing financial institution directly for questions concerning your account, such as account balance, credit line, billing inquiries (including transaction exchange rates), merchant disputes, or information about additional services not described in this Guide. Your financial institution's phone number should be available on your monthly billing statement or on the back of your card.

Reminder: Please refer to the Legal Disclosure section.

Legal Disclosure

This Guide to Benefits is not, by itself, a policy or contract of insurance or other contract.

Benefits are provided to you, the account holder, at no additional charge. Non-insurance services may have associated costs, which will be your responsibility (for example, legal referrals are free, but the lawyer's fee is your responsibility).

The insurance benefits are provided under a group policy issued by New Hampshire Insurance Company, an AIG company. This Guide to Benefits is a summary of benefits provided to you. The attached Key Terms and **EOC** is governed by the **Group Policy**.

Effective date of benefits: Effective February 1, 2019, this Guide to Benefits replaces all prior disclosures, program descriptions, advertising, and brochures by any party. The Policyholder and the insurer reserve the right to change the benefits and features of these programs at any time. Notice will be provided for any changes.

Cancellation: The Policyholder can cancel these benefits at any time or choose not to renew the insurance coverage for all cardholders. If the Policyholder does cancel these benefits, you will be notified in advance. If the insurance company terminates, cancels, or chooses not to renew the coverage to the Policyholder, you will be notified as soon as is practicable. Insurance benefits will still apply for any benefits you were eligible for prior to the date of such terminations, cancellation, or non-renewal, subject to the terms and conditions of coverage.

Benefits to you: These benefits apply only to the cardholder whose cards are issued by U.S. financial institutions. The United States is defined as the fifty (50) United States and the District of Columbia. No person or entity other than the cardholder shall have any legal or equitable right, remedy, or claim for benefits, insurance proceeds and damages under or arising out of these programs. These benefits do not apply if your card privileges have been canceled. However, insurance benefits will still apply for any benefit you were eligible for prior to the date that your account is suspended or canceled, subject to the terms and conditions of coverage.

Transfer of rights or benefits: No rights or benefits provided under these insurance benefits may be assigned without the prior written consent of the claim **administrator** for these benefits.

Misrepresentation and Fraud: Benefits shall be void if the cardholder has concealed or misrepresented any material facts concerning this coverage.

Due Diligence: All parties are expected to exercise due diligence to avoid or diminish any theft, loss or damage to the property insured under these programs. "Due diligence" means the performance of all vigilant activity, attentiveness, and care that would be taken by a reasonable

and prudent person in the same or similar circumstances in order to guard and protect the item.

Subrogation: If payment is made under these benefits, the insurance company is entitled to recover such amounts from other parties or persons. Any party or cardholder who receives payment under these benefits must transfer to the insurance company his or her rights to recovery against any other party or person and must do everything necessary to secure these rights and must do nothing that would jeopardize them, or these rights will be recovered from the cardholder.

Other Insurance: Coverage is secondary to and in excess of any other applicable insurance or indemnity available to You. Coverage is limited to only those amounts not covered by any other insurance or indemnity. It is subject to the conditions, limitations, and exclusions described in this document. In no event will this coverage apply as contributing insurance. This Other Insurance clause will take precedence over a similar clause found in other insurance or indemnity language.

In no event will these insurance benefits apply as contributing insurance. The non-contribution insurance clause will take precedence over the non-contribution clause found in any other insurance policies.

Severability of Provisions: If in the future any one or more of the provisions of this Guide to Benefits is, to any extent and for any reason, held to be invalid or unenforceable, then such provision(s) shall be deemed "severable" from the remaining provisions of the Guide. In that event, all other provisions of this Guide shall remain valid and enforceable.

Benefits listed in this Guide to Benefits are subject to the conditions, limitations, and exclusions described in each benefit section. Receipt and/or possession of this Guide to Benefits does not guarantee coverage or coverage availability.

This Guide is intended as a summary of services, benefits, and coverages and, in case of a conflict between the Guide and the master insurance policies, or an issuer's, or the Mastercard actual offerings, such master policies or actual offering shall control. Provision of services is subject to availability and applicable legal restrictions.

To file a claim or request MasterAssist Services, call 1-800-Mastercard (1-800-627-8372), or en Español: 1-800-633-4466.

Visit our website at www.mastercard.com.

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