

## Terms and Conditions Applicable to your use of Paytender

<b>Use Paytender</b>	<b>Fee</b>	<b>Details</b>
Use Paytender to make a purchase at a merchant that accepts Paytender	Fee Varies	Some merchants may assess a surcharge to accept transactions made using Paytender (typically 2.5-3.5% of the transaction amount, plus, in some cases, a fee approximating \$0.75-\$1.00). These surcharges vary by merchant and are subject to change.

### AGREEMENT

This document constitutes the agreement ( the "Agreement") outlining the terms and conditions under which you can use Paytender to make purchases at participating merchants. This document also outlines the services provided to you by Dama Financial in connection with your use of Paytender. By using Paytender, you agree to be bound by the terms and conditions set forth in this Agreement.

#### Definitions

"Your ID" means the email address used to identify you. "Access Device" means the mobile device such as a smartphone or tablet that you use to access Paytender. "ACH" refers to transactions made through the Automated Clearing House network run by the National Automated Clearinghouse Association("NACHA.") "Dama" or "Dama Financial" means Dama Technology, Inc., and its successors, affiliates or assignees. "External Account" means an external checking account owned by you, that you authorize to make payments via Paytender. "Paytender", "Paytender Service" or the "Service" is a service provided through Dama Financial that you can use to make purchases at merchants who accept Paytender using funds from your External Account. "We," "us," and "our" means Dama Financial.

Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural and the plural includes the singular.

Please read this Agreement carefully and keep it for future reference.

#### Access to Paytender

You must set a personal identification number or PIN when you first activate your access to Paytender. Only one (1) PIN will be issued for you. Your ID, PIN and Access Device can be used to make purchases at any merchant that accepts Paytender. You should not write your PIN down or keep your PIN with your Access Device. Never share your PIN with anyone. When entering your PIN, be sure it cannot be observed by

others. If you believe that anyone has gained unauthorized access to your Paytender ID, PIN or Access Device you should contact us right away at 1-800-687-1557 to disable your Paytender credentials.

If you permit another person to have access to Your ID, PIN or Access Device, we will treat their use of Paytender as having been authorized by you and you will be liable for all transactions executed by them. You are wholly responsible for using Paytender according to the terms and conditions of this Agreement.

#### Debiting your External Account

By using Paytender, you irrevocably authorize us to electronically debit your External Account each time you use Paytender in order to make a purchase. All transactions to/from your External Account, including ACH transactions, are considered originated and approved by you; therefore, authorizing us to process the transaction pursuant to your instructions. This authorization will remain in full force and effect until you notify us that you wish to revoke it. Notice of any such revocation should be directed to the Customer Service [support@paytender.com](mailto:support@paytender.com), or by telephone at 1-800-687-1557. We require at least five business days' notice of any such cancellation. If you revoke this authorization, you will no longer have access to Paytender.

#### Using Paytender/Limitations

Subject to the limitations set forth in this Agreement, you may use Paytender to purchase goods and services wherever Paytender is accepted. The amount of any purchase transactions (plus any applicable fees and surcharges imposed by the merchant) will be deducted from your External Account within 4 business days. Your financial institution may impose fees if you spend more money than you have in your External Account. We do not charge you a fee when you use Paytender to make a purchase, although some merchants may charge you a processing fee and/or a surcharge which varies by merchant, as disclosed by them at the point of purchase. You will get a receipt from the merchant when you use Paytender to make a purchase.

Each time you use Paytender to purchase something, you authorize us to reduce the value available in your External Account by the amount of the transaction (plus any applicable processing fees and/or surcharges) within 4 business days of the transaction. If you create a negative balance in your External Account, we have no liability to you in such event.

You may not use Paytender for any illegal transactions. Your use of Paytender is also subject to fraud prevention restrictions at any time, with or without notice. You may not use Paytender to withdraw cash from your External Account.

For security and fraud prevention reasons, we may suspend your ability to engage in transactions or limit the amount or number of purchase transactions you can make using Paytender. We may refuse to process any transaction initiated using Paytender that we believe may violate the terms of this Agreement or applicable law. You do not have the right to stop payment on any purchase or payment transaction originated using Paytender.

### Confidentiality

We will disclose information to third parties about the transfers you make using Paytender:

- Where it is necessary for completing transfers;
- In order to comply with government agency or court orders or other legal reporting requirements;
- To our employees, auditors, service providers, or attorneys, as needed; or
- If you give us written permission.

### Miscellaneous

Your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Your use of Paytender is subject to all applicable rules and customs of any clearinghouse or other network or association involved in your transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement is 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 California except to the extent governed by federal law.

### Amendment and Cancellation

We may (a) amend or change the terms and conditions of this Agreement or (b) cancel or suspend your use of Paytender at any time without prior notice to you except as required by applicable law. You will be notified of any change in the manner required by applicable law prior to the effectiveness of the change. If, however, we make the change for security purposes, we can implement it without prior notice to you.

You may cancel this Agreement by terminating your use of Paytender. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

### 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. You agree that we or our agents may contact you at any telephone number you provide to us, including your cell phone number, for any informational, non-telemarketing purpose related to your Account. You agree to receive these calls from an automatic telephone dialing system, including prerecorded or artificial voice messages, as well as text messages sent via an automated texting system. You understand your service provider may charge you for these calls/messages.

### Text Messaging

By signing up for Paytender, you consent to receive text messages about transactions made using Paytender from us or from merchants with whom you transact. Among other things, we may send you a one-time passcode that you can use when logging into Paytender and we may send you payment requests on behalf of Paytender merchants with whom you transact. You can opt out from receiving these messages by responding STOP.

### Legal Process

Regardless of where or how we are served, we will comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant we believe to be valid relating to you or your use of Paytender. You agree that we will honor legal process that is served personally, by mail, or by facsimile transmission at any of our offices, even if the law requires personal delivery at the office where the records associated with your External Account is maintained. You agree that we will have no liability to you for honoring any such legal process. You also agree that we will have no obligation to assert on your behalf any applicable exemptions to execution or attachment under any applicable state or federal law. You agree to release and indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs and damages including, without limitation, attorneys' fees, associated with our compliance with any legal process involving your use of Paytender.

### Address Changes

You are responsible for notifying us of any change in your e-mail or text message address or your name, no later than two (2) weeks after said change. Any notice of change of address or name required by this Agreement may be provided to us via e-mail at [support@paytender.com](mailto:support@paytender.com), or by telephone at 1-800-687-1557. Requests for address or name changes may be subject to additional verification requirements.

We will attempt to communicate with you only by use of the most recent contact information you have provided to us. You agree that any notice or communication sent to you at an address noted in our records shall be effective unless we have received an address change notice from you.

We cannot accept responsibility for any email or text messages not received by you or for any delay in the receipt or delivery of any email or text notifications. If you make your email account available to any other individual, you agree that you are responsible for any release of any information regarding your use of Paytender to such individual.

### Fraudulent or Criminal Activity

We reserve the right to block, suspend or cancel your use of the Paytender service if, as a result of our policies and processes we detect what we reasonably believe to be fraudulent, suspicious or criminal activity or any activity that is inconsistent with this Agreement. We may suspend your use of Paytender in the event we detect unusual or suspicious activity. If we exercise these rights, we will incur no liability to you because of the unavailability of the Paytender Service.

### Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained using Paytender, you agree to comply with the refund policy of the relevant merchant. If you have a problem with a purchase that you made with Paytender or if you have a dispute with a merchant, you must attempt to handle it directly with the merchant. We are not responsible for the quality, safety, legality or any other aspect of any goods or services you purchase using Paytender.

### Additional Terms and Conditions

We will verify that you are authorized to use the External Account to help manage risk and fraud. In order to accomplish this, we may collect your External Account number and balance information; and for a select number of users, we may collect transaction information. This information is only collected once per Paytender transaction. Your use of the Service is subject to the terms of this Agreement.

**PROVIDE ACCURATE INFORMATION.** You agree to provide true, accurate, current and complete information about yourself, and your External Account maintained at third party institutions, and you agree to not misrepresent your identity or your account information.

**THIRD PARTY ACCOUNTS.** By using the Service, you authorize us and our supplier Plaid Inc. ("Plaid") to access third party sites designated by you, on your behalf, to retrieve information requested by you, or as required by us such as bank account, balance, and transaction history information. For all purposes hereof, you hereby grant us and Plaid a limited power of attorney, and you hereby appoint us and Plaid as your true and lawful attorney-in-fact and agent, with full power of substitution and re-substitution, for you and in your name, place and stead, in any and all capacities, to access third party internet sites, servers or documents, retrieve information, and use your information, all as described above, with the full power and authority to do and perform each and every act and thing requisite and necessary to be done in connection with such activities, as fully to all intents and purposes as you might or could do in person. **YOU ACKNOWLEDGE AND AGREE THAT WHEN WE OR PLAID ACCESS AND RETRIEVE INFORMATION FROM THIRD PARTY SITES, WE AND PLAID ARE ACTING AS YOUR AGENT, AND NOT THE AGENT OR ON BEHALF OF THE**

**THIRD PARTY.** You agree that third party account providers shall be entitled to rely on the foregoing authorization, agency and power of attorney granted by you. You understand and agree that the Service is not endorsed or sponsored by any third-party account providers accessible through Service. By using the Service, you are licensing to us and Plaid any information, data, passwords, materials or other content (the "Content") you provide through the Service. By submitting Content, you automatically agree, or promise, that the owner of such Content has expressly agreed that, without any particular time limit and without the payment of any fees, we and Plaid may use the Content for the purposes set forth above.

USE OF RESULTS LIMITED. You agree that the results of the Service are for use by you and us only in connection with the Service. You agree not to reverse engineer or reverse compile any of the technology used in connection with the Service, including but not limited to any Java applets associated with the Service.

DISCLAIMER OF WARRANTIES. THE SERVICE IS PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT ANY REPRESENTATION OF WARRANTY. WE AND PLAID EXPRESSLY DISCLAIM ALL WARRANTIES WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NONINFRINGEMENT. WE AND PLAID MAKE NO WARRANTY THAT (i) THE SERVICE WILL MEET YOUR REQUIREMENTS, (ii) THE SERVICE WILL BE UNINTERRUPTED, TIMELY, SECURE OR ERROR-FREE, (iii) THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION OR OTHER MATERIAL PURCHASED OR OBTAINED BY YOU THROUGH THE SERVICE WILL MEET YOUR EXPECTATIONS OR (iv) ANY ERRORS IN THE TECHNOLOGY WILL BE CORRECTED.

ANY MATERIAL DOWNLOADED OR OTHERWISE OBTAINED THROUGH THE USE OF THE SERVICE IS DONE AT YOUR OWN DISCRETION AND RISK AND YOU ARE SOLELY RESPONSIBLE FOR ANY DAMAGE TO YOUR COMPUTER SYSTEM OR LOSS OF DATA THAT RESULTS FROM THE DOWNLOAD OF ANY SUCH MATERIAL. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM US OR PLAID WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED IN THESE TERMS.

LIMITATION OF LIABILITY. YOU AGREE THAT NEITHER WE NOR PLAID NOR ANY OF THEIR AFFILIATES, ACCOUNT PROVIDERS OR ANY OF THEIR AFFILIATES WILL BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA OR OTHER INTANGIBLE LOSSES, EVEN IF WE OR PLAID HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, RESULTING FROM (i) THE USE OR THE INABILITY TO USE THE SERVICE OR ANY OTHER MATTER RELATING TO THE SERVICE, (ii) UNAUTHORIZED ACCESS TO OR ALTERATION OF YOUR TRANSMISSIONS OR DATA OR (iii) ANY OTHER MATTER RELATING TO THE SERVICE.

INDEMNIFICATION. You agree to indemnify us and Plaid and their affiliates from any and all third-party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney fees) caused by or arising from your use of the Service, your violation of these terms, and/or your infringement of any intellectual property or other right of anyone.

You agree that Plaid is a third-party beneficiary of the above provisions, with all the rights to enforce such provisions as if Plaid were a party to this Addendum.

#### Customer Service

For customer service or additional information regarding your use of Paytender transactions made using the Service, please contact us at:

[support@paytender.com](mailto:support@paytender.com) \_or

1-800-687-1557

You can also write to us at:

Dama Financial  
P.O. Box 5730  
South San Francisco, CA 94083

Paytender Service hours are Monday through Friday, 9 a.m. to 5 p.m. Pacific time.

You can leave a message on our Automated Telephone Service 24 hours a day.

#### JURY TRIAL WAIVER

YOU AND WE ACKNOWLEDGE THAT THE RIGHT TO TRIAL BY JURY IS A CONSTITUTIONAL RIGHT BUT MAY BE WAIVED IN CERTAIN CIRCUMSTANCES. TO THE EXTENT PERMITTED BY LAW, YOU AND WE KNOWINGLY AND VOLUNTARILY WAIVE ANY RIGHT TO TRIAL BY JURY IN THE EVENT OF LITIGATION ARISING OUT OF OR RELATED TO THIS AGREEMENT. THIS JURY TRIAL WAIVER WILL NOT AFFECT OR BE INTERPRETED AS MODIFYING IN ANY FASHION THE ARBITRATION CLAUSE SET FORTH IN THE FOLLOWING SECTION, WHICH CONTAINS ITS OWN JURY TRIAL WAIVER.

#### ARBITRATION

We have put this Arbitration Clause in question and answer form to make it easier for you to follow. However, this Arbitration Clause is part of this Agreement and is legally binding.

<u>Background and Scope</u>		
Question	Short Answer	Further Detail
What is arbitration?	An alternative to court proceedings	In arbitration, a third-party arbitrator (“Arbitrator”) resolves Disputes in an informal hearing.
Is it different from court and jury trials?	Yes	The hearing is private. There is no jury. It is usually less formal, faster and less expensive than a lawsuit. Pre-hearing fact finding is limited. Appeals are limited. Courts rarely overturn arbitration awards.
Can you opt-out of this Arbitration Clause?	Yes, within 60 days of registering for Paytender	If you do not want this Arbitration Clause to apply to you, you must send us a signed notice within 60 calendar days after you first register to use Paytender. You must send the notice in writing (and not electronically) to our Customer Service Address provided above. Provide your name and Account ID. State that you “opt out” of the Arbitration Clause of this Agreement.
What is this Arbitration Clause about?	The parties' agreement to arbitrate Disputes	Unless prohibited by applicable law and unless you opt out, you and we agree that you or we may elect to arbitrate or require arbitration of any "Dispute" as defined below.

Who does the Arbitration Clause cover?	You, us and certain "Related Parties"	This Arbitration Clause governs you and us. It also covers certain "Related Parties": (1) our respective parent corporations or other entities, subsidiaries and affiliates; (2) our employees, directors, officers, shareholders, members and representatives; and (3) any person or company that is involved in a Dispute you pursue at the same time you pursue a related Dispute with us.
What Disputes does the Arbitration Clause cover?	All Disputes (except certain Disputes about this Arbitration Clause)	This Arbitration Clause governs all "Disputes" that would usually be decided in court and are between us (or any Related Party) and you. In this Arbitration Clause, the word "Disputes" has the broadest reasonable meaning. It includes all claims even indirectly related to your Accounts or this Agreement. It includes claims related to the validity in general of this Agreement. However, it does not include disputes about the validity, coverage or scope of this Arbitration Clause or any part of this Arbitration Clause. (This includes a Dispute about the rule against class arbitration) All such disputes are for a court and not an Arbitrator to decide.
Who handles the arbitration?	Usually AAA or JAMS	Arbitrations are conducted under this Arbitration Clause and the rules of the arbitration administrator in effect when the arbitration is started. However, arbitration rules that conflict with this Arbitration Clause do not apply. The arbitration administrator will be either: <ul style="list-style-type: none"> <li>· The American Arbitration Association ("AAA"), 1633 Broadway, 10th Floor, New York, NY 10019, <a href="http://www.adr.org">www.adr.org</a>.</li> <li>· JAMS, 620 Eighth Avenue, 34th Floor, New York, NY 10018, <a href="http://www.jamsadr.com">www.jamsadr.com</a></li> <li>· Any other company picked by agreement of the parties.</li> </ul>

		If none of the above options are available, a court will pick the administrator. No arbitration may be administered without our consent by any administrator that would permit a class arbitration under this Arbitration Clause. The arbitrator will be selected under the administrator's rules. However, the arbitrator must be a lawyer with at least ten years of experience or a retired judge unless you and we otherwise agree.
Can Disputes be litigated?	Sometimes	Either party may bring a lawsuit if the other party does not demand arbitration. We will not demand arbitration of any lawsuit you bring as an individual action in small-claims court. However, we may demand arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis.



Are you giving up any rights?	Yes	<p>For Disputes subject to this Arbitration Clause, you give up your right to:</p> <ol style="list-style-type: none"> <li>1. Have juries decide Disputes.</li> <li>2. Have courts, other than small-claims courts, decide Disputes.</li> <li>3. Serve as a private attorney general or in a representative capacity.</li> <li>4. Join a Dispute you have with a dispute by other consumers.</li> <li>5. Bring or be a class member in a class action or class arbitration.</li> </ol> <p>We also give up the right to a jury trial and to have courts decide Disputes you wish to arbitrate.</p>
Can you or another consumer start a class arbitration?	No	The Arbitrator is not allowed to handle any Dispute on a class or representative basis. All Disputes subject to this Arbitration Clause must be decided in an individual arbitration or an individual small-claims action. This Arbitration Clause will be void if a court rules that the Arbitrator can decide a Dispute on a class basis and the court's ruling is not reversed on appeal.
What law applies?	The Federal Arbitration Act ("FAA")	This Agreement and your Accounts involve interstate commerce. Thus, the FAA governs this Arbitration Clause. The Arbitrator must apply substantive law consistent with the FAA. The Arbitrator must honor statutes of limitation and privilege rights. Punitive damages are governed by the constitutional standards that apply in judicial proceedings.
Will anything I do make this Arbitration	No	This Arbitration Clause stays in force even if: (1) you or we end this Agreement; or (2) we transfer or assign our rights under this Agreement.
Clause ineffective?		

What must a party do before starting a lawsuit or arbitration?	Send a written Dispute notice and work to resolve the Dispute	Before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Dispute. The notice must explain in reasonable detail the nature of the Dispute and any supporting facts. If you are the complaining party, you must send the notice in writing (and not electronically) to our Customer Service Address. You or an attorney you have hired must sign the notice and must provide the account number and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.
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What must a party do before starting a lawsuit or arbitration?	Send a written Dispute notice and work to resolve the Dispute	Before starting a lawsuit or arbitration, the complaining party must give the other party written notice of the Dispute. The notice must explain in reasonable detail the nature of the Dispute and any supporting facts. If you are the complaining party, you must send the notice in writing (and not electronically) to our Customer Service Address. You or an attorney you have hired must sign the notice and must provide the account number and a phone number where you (or your attorney) can be reached. A letter from us to you will serve as our written notice of a Dispute. Once a Dispute notice is sent, the complaining party must give the other party a reasonable opportunity over the next 30 days to resolve the Dispute on an individual basis.
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How does an arbitration start?	Mailing a notice	If the parties do not reach an agreement to resolve the Dispute within 30 days after notice of the Dispute is received, the complaining party may commence a lawsuit or an arbitration, subject to the terms of this Arbitration Clause. To start an arbitration, the complaining party picks the administrator and follows the administrator's rules. If one party begins or threatens a lawsuit, the other party can demand arbitration. This demand can be made in court papers. It can be made if a party begins a lawsuit on an individual basis and then tries to pursue a class action. Once an arbitration demand is made, no lawsuit can be brought, and any existing lawsuit must stop.
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Will any hearing be held nearby?	Yes	The Arbitrator may decide that an in-person hearing is unnecessary and that he or she can resolve a Dispute based on written filings and/or a conference call. However, any in-person arbitration hearing must be held at a place reasonably convenient to you.
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What about appeals?	Very limited	Appeal rights under the FAA are very limited. The Arbitrator's award will be final and binding. Any appropriate court may enter judgment upon the arbitrator's award.
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*Arbitration Fees and Awards*

Who bears arbitration fees?	Usually, we do.	We will pay all filing, administrative, hearing and Arbitrator fees if you act in good faith, cannot get a waiver of such fees and ask us to pay.
When will we cover your legal fees and costs?	If you win	If you win an arbitration, we will pay the reasonable fees and costs for your attorneys, experts and witnesses. We will also pay these amounts if required under applicable law or the administrator's rules or if payment is required to enforce this Arbitration Clause. The Arbitrator shall not limit his or her award of these amounts because your Dispute is for a small amount.
Will you ever owe us for	Only for bad faith	The Arbitrator can require you to pay our fees if (and only if): (1) the Arbitrator finds that you have acted in bad faith (as measured
Arbitration or attorneys' fees?		by the standards set forth in Federal Rule of Civil Procedure 11(b)); and (2) this power does not make this Arbitration Clause invalid.
Can an award be explained?	Yes	A party may request details from the Arbitrator, within 14 days of the ruling. Upon such request, the Arbitrator will explain the ruling in writing.

This Agreement is effective March 2024