

# Welcome to



Thank you for opening your Spendr Digital Wallet. We look forward to serving you. Use your Wallet to make purchases and earn Spendr Rewards.

This Spendr Prepaid Digital Wallet Welcome Package has three sections:

1. Consumer Terms and Conditions of Service Agreement.
2. Summary of Fees that are applicable to your Digital Wallet.
3. Comprehensive Service and Fee Schedule.

## **Consumer Terms and Conditions of Service** **Effective 4-5-2024**

These Terms and Conditions of Service ("Terms and Conditions") govern your use of the Spendr Inc. ("Spendr") Software Services Application ("Spendr Services"). Spendr and you are referred to herein each as a "Party" and together as the "Parties." By accessing and/or using the Spendr Services, you agree that you have read, agree with, and accept all of these Terms and Conditions, as well as the Spendr Privacy Policy ("Privacy Policy"), which is available at [www.spendr.com/privacy](http://www.spendr.com/privacy) and is incorporated herein by this reference. If you do not agree to these Terms and Conditions, you must immediately stop using the Spendr Services. THESE TERMS AND CONDITIONS CONTAIN ARBITRATION AND INDEMNITY PROVISIONS, AS WELL AS A CONSENT TO RECEIVE COMMUNICATIONS ELECTRONICALLY IN LIEU OF MAILING YOU PAPER COPIES. Spendr may modify these Terms and Conditions at any time by posting a revised version on [www.spendr.com/terms-of-use](http://www.spendr.com/terms-of-use). We will provide you with notice of such modifications as required by applicable law. Amended Terms and Conditions will be considered effective at the time they are posted at Spendr.com and your continued use of the Spendr Services will constitute your acceptance of the amended Terms and Conditions.

THESE TERMS INCLUDE, AMONG OTHER THINGS, YOUR AUTHORIZATION FOR DEBITS FROM AND TO YOUR DESIGNATED BANK ACCOUNT (AS DEFINED HEREIN) VIA THE AUTOMATED CLEARING HOUSE NETWORK.

### **GENERAL:**

The Spendr Services is a payment platform provided by Spendr, in its capacity as a paid agent on behalf of Participating Merchants, that facilitates the processing of cashless transactions in connection with the purchase by Merchant Customers of goods and services from any Participating Merchant. Participating Merchants contract with Spendr to access Spendr Services as a result of certain impediments to the acceptance of debit and credit card payments through the customary bank card networks. In that respect, the Spendr Services facilitates the ability of: (i) Merchant Customers to load funds to a prepaid digital wallet account with Custodial Bank ("Wallet Account"); and (ii) Participating Merchants to accept electronic payments from Merchant Customers for goods and services. By agreeing to these Terms and Conditions, you acknowledge that you understand and agree with the following: (1) Spendr provides the Spendr Services primarily for the benefit of Participating Merchants; (2) All Wallet Account Funds are held within an FDIC insured omnibus account at the Custodial Bank; (3) neither your bank nor any Participating Merchant's bank is party to this Agreement; (4) to the extent that your bank, or any Participating Merchant's bank, has any responsibilities contemplated by this Agreement, such responsibilities are governed by separate agreements between you and your bank, and Participating Merchant and their bank, respectively;

and (5) funds held in your Wallet Account may only be used to purchase goods and services from Participating Merchants as provided under these Terms and Condition and may not be used or transferred for any other purpose.

Spendr and its licensors exclusively own all right, title and interest in and to the Spendr Services, including all associated intellectual property rights. You acknowledge that the Services are protected by copyright, trademark, and other laws of the United States and foreign countries.

## **1. SPENDR AUTHORIZATION**

**1.1 ACH Authorization.** The Spendr Services enable Participating Merchants who have enrolled to use the Spendr payment software to conduct Transactions with Merchant Customers. By using the Spendr Services, you authorize us and our affiliates to direct the appropriate financial institution to execute transfers in accordance with your payment instructions via an Automated Clearing House ("ACH") transfer in each of the following situations: (i) to load funding from your Designated Account into your Wallet Account (each, a "Load") for use in conducting Transactions for goods and services with Participating Merchants; and (ii) to process the transfer of any remaining balance from your Wallet Account to your Designated Bank Account upon the termination of Spendr Services pursuant to section 14 of these Terms and Conditions ("Termination Transfer"). You acknowledge and agree that: (a) both Loads and Termination Transfers will be processed through ACH, (b) all Loads and Termination Transfers are governed by ACH rules, and (c) your ACH transactions will comply with U.S. law. You can learn more about the ACH at [www.nacha.org](http://www.nacha.org).

You hereby authorize your Designated Bank to respond to our inquiries regarding the Designated Bank Account. You further agree that, at all times during which these Terms and Conditions remain in effect, the Designated Bank Account shall be located in the United States, and that no Termination Transfer will be directed to an account located outside the United States. For purposes of ACH debits and credits, and all electronic payments made or received through the Spendr Service, you agree to be subject to and comply with this Agreement, the Nacha Rules, and all other applicable laws, rules and regulations. In addition, you also authorize us and our affiliates to charge your Wallet Account via non-ACH debits in the amount of each Transaction you execute with a Participating Merchant, including as necessary to cover any sales, use or other taxes payable on Participating Merchant transactions, and for adjustments to these various amounts. Your authorizations under this Agreement will remain in full force and effect until we receive your written notification of termination in such time and manner as to afford Spendr a reasonable opportunity to act on your termination notice.

**1.2 Return or Dishonor.** If any amount payable by you is dishonored or returned for any reason, such as, but not limited to, non-sufficient funds, account closed, inability to locate account, or reversal by you and/or your bank, Spendr may: (i) reverse any corresponding credit issued to a merchant without liability to us, (ii) reverse a Transaction, (iii) refuse to perform further Services, (iv) initiate another debit in substitution for the dishonored debit until the debit is honored and to initiate separate debits to cover any NSF fee or dishonored Transaction, (v) charge you a one-time insufficient funds penalty fee for each occurrence, (vi) report this information to any and all credit agencies and/or financial institutions, and/or (viii) immediately terminate this Agreement.

**1.3 Limits of Service.** As a technology provider to Participating Merchants, Spendr creates all Data File(s) necessary to permit Merchant Customers to load funds into a Spendr Wallet Account to be used exclusively for the purchase of goods or services from Participating Merchants. Upon receipt of the Data File(s) from Spendr, the Custodial Bank shall process it in accordance with applicable rules and regulations. In light of the foregoing, you acknowledge that Spendr is not a bank, credit reporting institution, money service business, or money transmitter. The Spendr Services can only be used at Participating Merchants and in a manner consistent with these Terms and Conditions. Spendr does not guarantee that your transactions with any Participating Merchant will be completed and does not insure, endorse, or assume any liability for products or services you purchase from a Participating Merchant. Spendr does not assume any liability for

payments, returns, refunds, chargebacks, declined transactions, or any responsibility with respect to questions or disputes you may have with a Participating Merchant. A current listing of all Participating Merchants can be found in the Spendr App.

## **2. ELIGIBILITY; REGISTRATION**

2.1 Eligibility. By using the Spendr Services as a Merchant Customer, you represent and warrant that you are a resident of the United States, 18 years or older, and not listed on any U.S. Government list of prohibited or restricted parties. The Spendr Services may only be used in the United States.

2.2 Registration. During the Merchant Customer registration process, you will be required to provide certain personal information, including your name, address, birthdate, email address, text-enabled cellular/wireless telephone number, Government-issued ID (only required on loads in excess of a total of \$3,000 per month), bank, bank account, and bank routing number (collectively, "Merchant Customer Information"). As part of the registration process, each Merchant Customer will be given a unique User ID ("User ID"), which will be used for user identification within the Spendr Platform and will not be visible to the user. The designated email of the Merchant Customer will be used to login into the Spendr App. You represent and warrant that the Merchant Customer Information you provide to Spendr is accurate and complete. You also agree to keep such information true and accurate at all times by logging on to your Spendr App or accessing your account at [www.app.spendr.com](http://www.app.spendr.com) and updating such information, as appropriate. You authorize Spendr, directly or through third parties, to make any inquiries or otherwise use such information to verify your identity, obtain a personal credit report from a credit bureau in accordance with the Fair Credit Reporting Act, and perform the services that are necessary to enable you to use the Spendr Services with Participating Merchants, as well as other uses permitted by Spendr's Privacy Policy. To the extent that we are unable to verify any Merchant Customer Information, we reserve the right to deny you access to the Spendr Services.

2.3 Spendr Profile. In the event you satisfy the registration requirements set forth above, you will become an authorized Spendr Services user with a Spendr Profile containing your Merchant Customer Information. You will need your registered email and password to access your Spendr Profile, manage Merchant Customer Information, and view Transaction History at [www.app.spendr.com](http://www.app.spendr.com) or on the Spendr Mobile App.

2.4 Limited License. Upon acceptance of your Registration, Spendr grants to you a limited non-exclusive, non-transferable license, with no right to sublicense, to download and install the App on your personal computers, mobile handsets, tablets, wearable devices, and/or other devices and to run the App to load funds to your Wallet Account exclusively for the purchase of goods and services from Participating Merchant solely for your own personal non-commercial purposes. Except as expressly permitted in these Terms and Conditions, you may not: (i) copy, modify or create derivative works based on the App; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile or disassemble the App (unless applicable law permits, despite this limitation); or (iv) make the functionality of the App available to multiple users through any means.

2.5 Security of Login Credentials. You are the only person authorized to use your User ID and are solely responsible for maintaining the confidentiality thereof. You shall not permit or allow other persons to have access to or use your User ID. You are responsible for the use of the Spendr Services under your User ID. You are responsible for protecting the information on your computer and mobile device such as by installing anti-virus software, updating your software, password protecting your files, and not permitting third party physical or electronic access to your computer or bank account.

## **3. USE OF SPENDR SERVICES TO EXECUTE TRANSACTIONS**

3.1 Mobile Device Requirements. In order to use the Spendr Services, your mobile device must have the ability to receive SMS text messages, an internet connection, and support an up to date version of one of the following browsers: Chrome, Safari, or Edge.

3.2 Conducting A Transaction. At the point-of-sale, the Participating Merchant will direct you to confirm the amount of your Transaction using the Spendr App. By doing so, you authorize Spendr, on behalf of the Participating Merchant, to originate a credit to the Participating Merchant's sub-account with the Custodial Bank from your Wallet Account in the amount of the Transaction. The Participating Merchant may also require you to provide a valid driver's license or other government-issued photo identification. The Spendr App will not process payment for any Transaction the amount of which exceeds the balance of your Wallet Account or otherwise violates these Terms and Conditions.

3.3 Your Bank Account. You are solely responsible for complying with any terms set by your bank with respect to your bank account. You may be subject to third-party fees, such as insufficient fund fees, reversal, ACH insufficient funds, or other fees that your bank may charge. The Spendr Services are not a debit card, and the terms, benefits, and protections associated with the Spendr Services may vary from those that apply to a debit card issued by your bank. If you use the Spendr Services to make a purchase that exceeds the balance in the checking account linked to the Spendr Services, that account may become overdrawn even if you chose to not allow overdrafts with respect to a debit card issued by your bank. Similarly, the liability limits applicable to the Spendr Services may be different than those applicable to a debit card issued by your bank.

3.4 Participating Merchant Not Required To Accept. A Participating Merchant is not required to accept your payment for goods or services using the Spendr Services. You may not hold Spendr liable for any damages resulting from a Participating Merchant's decision not to accept a payment, including the cost of any substitute goods that you purchase due to such decision.

3.5 Collection And Use Of Technical Information. You agree that Spendr may collect and use technical data and related information including, but not limited to, information about your device, system and application software, and peripherals, that is gathered periodically to facilitate the provision of software updates, product support, and other services to you (if any) related to the Spendr Services. Spendr may also use this information, as long as it is in a form that does not personally identify you, to improve our products or to provide services or technologies to you.

## 4. Privacy

Your privacy is extremely important to Spendr. Spendr will comply with its Privacy Policy and applicable law and regulations relating to Spendr's collection of your Merchant Customer Information. A copy of the Spendr Privacy Policy is available at [www.spendr.com/privacy](http://www.spendr.com/privacy) and is incorporated herein by this reference.

## 5. Fees

5.1 No Fees For Spendr Services. Spendr Services are provided primarily as a payment processing service to Participating Merchants, which are responsible for the payment of all operating fees related to the use of Spendr Services. Except as provided in this section 5.1, Merchant Customers will not be charged any fees by Spendr for accessing or utilizing the Spendr Services. Your account will be charged an inactivity fee of \$5 per month in the event that your account has remained dormant for a 24 month period and there is a positive balance on the account. In addition, you will also be charged a fee in accordance with the table shown below, in the event that any Load is returned by your Designated Bank for insufficient funds or otherwise.

ACH Return Fees	1st time	2nd time	3rd time+
Fee	\$0	\$15	\$20

5.2 Message And Data Rates May Apply. Messaging and data usage are required to utilize the Spendr Services. Therefore, you may incur message and data charges billed by your data and message provider.

## **6. Electronic Communications Delivery Policy. Amendments**

6.1 Consent. You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, "Communications") that Spendr provides in connection with your Spendr Profile and your use of the Spendr Services, and further agree and consent to conduct transactions pursuant to this Terms and Conditions through electronic means. Communications include, but are not limited to:

- All legal and regulatory disclosures and communications associated with the Spendr Services;
- Agreements and policies (e.g., these Terms and Conditions and the Spendr Privacy Policy), including updates to these agreements or policies, which will be binding and enforceable;
- Transaction notifications; and
- All other communications between Spendr and you concerning the Spendr Services.

Spendr will provide these Communications to you by posting them on [www.spendr.com/legal](http://www.spendr.com/legal) and/or by emailing them to you at the email address that you provide to Spendr in connection with registration or through updates to your Spendr Profile. Any electronic Communication will be considered to be received by you within 24 hours after the time Spendr posts it to Spendr's website, posts it for viewing through the Spendr Services, or emails it to you.

6.2 Hardware And Software Requirements. In order to access and retain electronic Communications, you will need the following hardware and software:

- An up-to date device (e.g., personal computer, smartphone, tablet or other electronic device) that is suitable for connecting to the internet and able to download or print;
- A current web browser that includes 128-bit encryption (e.g. Internet Explorer version 6.0 and above, Firefox version 2.0 and above, Chrome version 3.0 and above, or Safari 3.0 and above) with cookies enabled;
- Adobe Acrobat Reader version 8.0 and above to open documents in .pdf format;
- A valid email address (your email address on file with Spendr); and
- Sufficient storage space to save past Communications or an installed printer to print them.

Spendr will notify you if there are any material changes to the hardware or software needed to receive electronic Communications from Spendr. By giving your consent, you are confirming that you have access to the necessary equipment and are able to receive, open, and print or download a copy of any Communications for your records. You may print or save a copy of these Communications for your records as they may not be accessible online at a later date.

6.3 Withdrawing Your Consent. You may withdraw your consent to receive Communications electronically by writing to Spendr at 312 Walnut Street, Suite 2120, Cincinnati, Ohio 45202, or by contacting us via e-mail at [support@spendr.com](mailto:support@spendr.com). If you withdraw your consent to receive Communications electronically, Spendr reserves the right to deny, restrict, or deactivate your use of the Spendr Services. Withdrawal of your consent to receive electronic Communications will be effective only after Spendr has a reasonable period of time to process your withdrawal. In the meantime, you will continue to receive Communications in electronic form. If you withdraw your consent, the legal validity and enforceability of prior electronic Communications will not be affected.

6.4 Requesting Paper Copies. Spendr will not send you a paper copy of any Communication, unless you request it or Spendr otherwise deems it appropriate to do so. You can obtain a paper copy of an electronic Communication by printing it yourself or by contacting Spendr as described above and requesting that Spendr mail you a paper copy, provided that such request is made within a reasonable time after Spendr

first provided the electronic Communication and that you have a current mailing address on file with Spendr. If you request paper copies, you understand and agree that Spendr may charge you a fee of up to \$5.

**6.5 Updating Your Contact Information.** It is your responsibility to keep your primary email address up to date so that Spendr can communicate with you electronically. You understand and agree that if Spendr sends you an electronic Communication but you do not receive it because your primary email address on file is incorrect, out of date, blocked by your service provider, or you are otherwise unable to receive electronic Communications, Spendr will be deemed to have provided the Communication to you.

Please note that if you use a spam filter that blocks or re-routes emails from senders not listed in your email address book, you must add Spendr to your email address book so that you will be able to receive the Communications Spendr sends to you.

You can update your primary email address or street address at any time by logging into [www.app.spendr.com](http://www.app.spendr.com) or through the Spendr Services on your mobile device. If your email address becomes invalid such that electronic Communications sent to you by Spendr are returned, Spendr may deem you to be “inactive”, and you will not be able to use the Spendr Services until we receive a valid, working email address from you.

**6.6 Communications In Writing.** All Communications in either electronic or paper format from Spendr to you will be considered to be “in writing.” You should print or download for your records a copy of this Agreement and any other Communications that are important to you.

**6.7 Consent to Electronic Transactions and Communications.** You acknowledge and agree that your consent to conduct transactions electronically and receive electronic Communications is being provided in connection with a transaction affecting interstate commerce that is subject to the federal Electronic Signatures in Global and National Commerce Act (the “E-Sign Act”), as well as subject to the Uniform Electronic Transactions Act (“UETA”), and that both Parties intend that the E-Sign Act and UETA apply to the fullest extent possible to validate Spendr’s ability to conduct business with you by electronic means.

**6.8 Termination/Changes.** Spendr reserves the right, in its sole discretion, to discontinue the provision of your electronic Communications, or to terminate or change the terms and conditions by which Spendr provides electronic Communications. Spendr will provide you with notice of any such termination or change as required by law.

**6.9 Amendments.** We may update the Terms and Conditions from time to time in our sole discretion. If we do, we’ll notify you by posting the updated Terms and Conditions at [www.spendr.com/terms-of-use](http://www.spendr.com/terms-of-use), to the App and/or may also send other communications via email or otherwise. It’s important that you review the Terms and Conditions whenever we update them or when you use the Spendr Services. If you continue to use the Spendr Services after we have posted updated Terms and Conditions, it means that you accept and agree to the changes. If you don’t agree to be bound by the changes, you may no longer use the Spendr Services. Because our Services are evolving over time we may change or discontinue all or any part of the Services, at any time and without notice, at our sole discretion.

## **7. LOAD AND TRANSACTION LIMITS**

**7.1 Load and Transaction Limits.** Use of Spendr Services is subject to the following daily load and transaction Limits: (i) the maximum value of funds that may be held in any Wallet Account may not exceed \$1,000 at any time; (ii) no more than \$1,000 maximum value can be initially or subsequently loaded to any Wallet Account on any single day; and (iii) no more than \$1,000 maximum value can be used to purchase goods and services from Participating Merchants on any single day.

**7.2 Merchant Limits.** At their discretion and without notice, the Participating Merchant and/or Participating Merchant's bank may impose stricter Transaction limitations than Spendr as they deem appropriate.

**7.3 Promotional Programs.** From time to time, Spendr and one or more Participating Merchants may implement certain promotion and rewards programs (each, a "Program") which may include the crediting of value to the designated rewards account of a particular Merchant Customer (each, a "Customer Rewards Account"). Each such Program shall be subject to such load and transaction limits as determined are necessary by Spendr in its absolute discretion. In addition, the use of such rewards may be limited in any manner determined under the Program, and in no event shall the value of any amount credited to a Customer Rewards Account be withdrawable in cash, transferrable, or redeemable for anything other than the goods or services of a Merchant participating in the Program.

## **8. TRANSACTION HISTORY**

Spendr will maintain a record of your Transactions using the Spendr Services for the previous three (3) years. You may access and view your Transaction History through the Spendr Services or by logging on to [www.app.spendr.com](http://www.app.spendr.com).

## **9. LOST OR STOLEN INFORMATION OR PHONE; ERROR RESOLUTION**

**9.1 Lost Or Stolen Information Or Phone.** If you believe that any of your Spendr Profile account information, User Name and User ID, or your mobile device registered to use the Spendr Services, has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your Spendr Profile, you should immediately contact Spendr at 513-440-1590 or [support@spendr.com](mailto:support@spendr.com).

**9.2 Error Resolution.** In case of errors or questions about your Spendr Digital Wallet telephone us at 513-440-1590 or write us at 312 Walnut Street, Suite 2120, Cincinnati, Ohio 45202 or email us at [support@spendr.com](mailto:support@spendr.com) as soon as you can, if you think an error has occurred in your prepaid account. We must allow you to report an error until 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You will need to tell us:

- Your name and email associated with your Spendr account;
- The date and description of the error or the transaction you are unsure about, and why you think it is an error or would like more information; and
- the dollar amount involved.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 90 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

## **10. THIRD PARTY AGREEMENTS**

Your use of the Spendr Services may be subject to separate agreements you may enter into with your mobile device operating system provider, your mobile device manufacturer, your mobile service carrier, and other parties involved in providing your mobile device service. You agree to comply with all applicable

third party terms of agreement that might apply when using the Spendr Services. Spendr is not a party to those agreements and has no responsibility for the products and services provided by third parties.

## **11. LIABILITY**

11.1 Compliance With Law And Accuracy Of Payments. You are solely responsible for ensuring that your use of the Spendr Services is in conformance with applicable federal, state and local laws and regulations (with the exceptions of any federal laws prohibiting the sale, use, or distribution of state-legal marijuana, which you hereby acknowledge and assume full responsibility for). You acknowledge that you are responsible for the accuracy of all payments sent using the Spendr Services, including, but not limited to, the accuracy of the amount paid and the recipient.

11.2 Disputes With Participating Merchants. Spendr is not responsible for any dispute you may have with a Participating Merchant relating to the payment of goods or services using the Spendr Services. Accordingly, you hereby release Spendr, its affiliates, and their respective officers, directors, agents, employees and representatives from any and all claims, demands and damages (actual and consequential) of every kind and nature arising out of or in any way connected with such disputes.

11.3 Indemnification. You agree to defend, indemnify and hold harmless Spendr, its affiliates, and their respective officers, directors, agents, employees, and representatives from any third party claims, actions, proceedings, and suits and related liabilities, damages, settlements, penalties, fines, costs or expenses (including reasonable attorneys' fees and other litigation expenses) arising from: (a) your violation of these Terms and Conditions; (b) your use of the Spendr Services; (c) any purchases, including the usage thereof, you make using the Spendr Services; or (d) your actual or alleged violation of any third party rights, or any applicable laws, regulations or rules.

11.4 LIMITATION OF LIABILITY. IN NO EVENT SHALL SPENDR, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES OR REPRESENTATIVES BE LIABLE TO YOU OR ANY THIRD PARTY UNDER ANY CIRCUMSTANCES FOR ANY INDIRECT, CONSEQUENTIAL, SPECIAL, PUNITIVE OR EXEMPLARY, DAMAGES OR LOSSES, INCLUDING, BUT NOT LIMITED TO, DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES INCURRED IN CONNECTION WITH: (i) THESE TERMS AND CONDITIONS, (ii) YOUR USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE SPENDR SERVICES, OR (iii) ANY GOODS OR SERVICES PURCHASED, RECEIVED, OR PAID FOR USING THE SPENDR SERVICES, UNDER ANY THEORY OF LIABILITY OR CAUSE OF ACTION WHETHER IN TORT (INCLUDING NEGLIGENCE), CONTRACT OR OTHERWISE, REGARDLESS OF WHETHER SPENDR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY SECTION WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

11.5 Force Majeure. Spendr shall not be liable for any delay or failure in the performance or in delivery or shipment of materials, or for any damages suffered by you by reason of such delay or failures, directly or indirectly caused by or in any manner arising from or connected with acts of God, acts of public enemies, riots, strikes, pandemics, acts of governmental agencies, labor difficulties, failure of our power, telecommunications or other suppliers, viruses or other malware, security breaches, delays in securing or shortages of raw materials, breakdown or destruction of any system or equipment, or any other cause or causes beyond Spendr's control, whether or not similar to those enumerated herein.

## **12. NO WARRANTY; DISCLAIMERS**

THE SPENDR SERVICES ARE PROVIDED "AS IS" AND "AS AVAILABLE", WITHOUT ANY REPRESENTATION OF WARRANTY, WHETHER EXPRESS, IMPLIED OR STATUTORY. USE OF THE SPENDR SERVICES ARE AT YOUR OWN RISK. SPENDR, ITS AFFILIATES AND THEIR RESPECTIVE OFFICERS, DIRECTORS, AGENTS, EMPLOYEES AND REPRESENTATIVES SPECIFICALLY DISCLAIM ANY IMPLIED WARRANTIES OF MERCHANTABILITY, ACCURACY, DATA SECURITY,



VIRUS FREE OPERATION, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT. SPENDR DOES NOT HAVE CONTROL OF, OR LIABILITY FOR, ANY PRODUCTS OR SERVICES THAT ARE PAID FOR IN CONNECTION WITH YOUR USE OF THE SPENDR SERVICES AND CANNOT ENSURE THAT ANY THIRD PARTY YOU TRANSACT WITH WILL COMPLETE THE TRANSACTION. SPENDR DOES NOT REPRESENT OR WARRANT THAT THE SPENDR SERVICES WILL MEET YOUR REQUIREMENTS, BE CONTINUOUS, UNINTERRUPTED, SECURE, TIMELY, OR ERROR-FREE, OR THAT DEFECTS WILL BE CORRECTED. NO ADVICE OR INFORMATION, WHETHER ORAL OR WRITTEN, OBTAINED BY YOU FROM SPENDR OR THROUGH THE SPENDR SERVICES WILL CREATE ANY WARRANTY NOT EXPRESSLY STATED HEREIN. SPENDR SHALL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS OR SYSTEM FAILURES THAT MAY AFFECT THE PROCESSING, COMPLETION OR SETTLEMENT OF TRANSACTIONS. THIS DISCLAIMER OF WARRANTY SECTION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

### 13. PROHIBITIONS

13.1 (A) You agree that in connection with your use of the Spendr Services, or your interaction with Spendr, you will not:

- (i) breach these Terms and Conditions;
- (ii) provide false or inaccurate information to Spendr, including identity information;
- (iii) engage in transactions involving illegal activities, goods, or services (except those involving the sale, distribution, or use of state-legal marijuana, for which you assume full responsibility);
- (iv) engage in transactions involving sexually oriented materials or services;
- (v) engage in transactions involving ammunition, firearms, or firearm parts or accessories;
- (vi) engage in transactions involving the sale of traveler's checks or money orders;
- (vii) engage in transactions involving currency exchanges or check cashing businesses or digital currencies such as bitcoins;
- (viii) infringe Spendr's or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- (ix) facilitate any viruses, Trojan horses, worms or other computer programming routines that may damage, detrimentally interfere with, surreptitiously intercept or expropriate any system, data or information;
- (x) use any robot, spider, other automatic device, or manual process to monitor or copy Spendr's website;
- (xi) use any device, software or routine to bypass robot exclusion headers, or interfere or attempt to interfere, with Spendr's website or the Spendr Services;
- (xii) violate any posted acceptable use policy;
- (xiii) exploit the Spendr Services and related Spendr services in any unauthorized way whatsoever, including but not limited to, by trespass or burdening network capacity; or
- (xiv) export the Spendr Services or Spendr software outside of the United States.

(B) If Spendr has reason to believe that you have engaged in any action prohibited by Section 13.1(A), we may take various actions, including, but not limited to, the following:

- (i) close, suspend, or limit your access to the Spendr Services;
- (ii) contact your bank, law enforcement, or impacted third parties; and
- (iii) take legal action against you.

13.2 Survival. In the event of termination of your use of the Spendr Services, the provisions herein that by their nature are continuing shall survive such termination, including, but not limited to, the disclaimers and limitations of liabilities. Obligations that have accrued on or prior to such termination shall also survive termination.

**13.3 Governing Law.** The laws of the State of Ohio, without regard to principles of conflict of laws, govern these Terms and Conditions and any claim or dispute that has arisen or may arise between you and Spendr.

**13.4 Entire Agreement.** These Terms and Conditions and other documents (including, but not limited to, the Spendr Privacy Policy) referenced in or linked to herein, which are hereby incorporated herein and made a part of these Terms and Conditions by this reference, contain the entire agreement regarding your use of the Spendr Services. If any provision of these Terms and Conditions is deemed to be illegal or unenforceable, such provision shall be enforced to the extent possible, and any remaining illegality or unenforceability will not affect the validity or enforceability of any other provisions of these Terms and Conditions, which together will be construed as if such illegal or unenforceable provision had not been included herein. The section headings are for convenience of reference only and are not to be considered as parts, provisions or interpretations of these Terms and Conditions. You may not transfer or assign any rights or obligations you have under these Terms and Conditions without Spendr's prior written consent. Spendr reserves the right to transfer or assign these Terms and Conditions or any right or obligation hereunder at any time. Spendr's failure to act with respect to a breach by you or others does not waive our right to act with respect to that breach or subsequent or similar breaches.

## **14. TERMINATION**

**14.1. Termination By You.** You may terminate your use of the Spendr Services at any time by contacting Spendr customer service at support@spendr.com. You will remain responsible for the payment of any pending Transactions at the time of termination.

**14.2. Termination By Spendr.** Spendr may terminate your access to the Spendr Services at any time, for any reason, without liability. Reason for termination may include, but is not limited to, your violation of these Terms and Conditions. To the extent possible, Spendr will use commercially reasonable efforts to provide advance notice to you of termination.

**14.3. Effect Of Termination.** Upon termination by either you or Spendr: (i) you will no longer be able to conduct Transactions using the Spendr Services, nor will you be able to access your Spendr Profile or your Transaction History; and (ii) any remaining balance in your Wallet Account, exclusive of any unused promotional credits (if any) contained in your Customer Rewards Account, will be returned via ACH to your Designated Bank Account. Notwithstanding termination, you may request a written copy of your Transaction History by contacting Spendr at 513-440-1590 or support@spendr.com. This may entail processing and postage fees of \$10 per request.

**14.4. Bankruptcy Proceedings.** In the event of any filing by you, or on your behalf, of a petition in bankruptcy, assignment for the benefit of creditors, or similar proceeding, it is your sole and exclusive obligation to ensure that all required disclosures regarding the existence of your Wallet Account are made. In the event that Spendr receives notice from a bankruptcy trustee, debtor in possession or other responsible party (each, a "Responsible Party," as applicable), with respect to any such filing, any funds remaining in your account at such time shall be frozen pending direction from the Responsible Party.

In the event of any filing by Spendr of a petition in bankruptcy, assignment for the benefit of creditors or similar proceeding, the Responsible party therefor shall maintain full responsibility for the disposition of any funds remaining in your Wallet Account, and the Custodial Bank shall bear no responsibility for any shortfall therein.

## **15. ARBITRATION**

This Section 15 ("Arbitration Provision") sets forth the circumstances and procedures under which Claims may be arbitrated instead of litigated in court.

15.1. Mandatory Arbitration of Disputes. We each agree that any dispute, claim or controversy arising out of or relating to these Terms and Conditions or the breach, termination, enforcement, interpretation or validity thereof or the use of the Services (collectively, "Disputes") will be resolved solely by binding, individual arbitration and not in a class, representative or consolidated action or proceeding. You and Spendr agree that the U.S. Federal Arbitration Act governs the interpretation and enforcement of these Terms and Conditions, and that you and Spendr are each waiving the right to a trial by jury or to participate in a class action. This arbitration provision shall survive termination of these Terms and Conditions.

15.2. Exceptions. As limited exceptions to Section 17(a) above: (i) either party may seek to resolve a Dispute in small claims court if it qualifies; and (ii) we each retain the right to seek injunctive or other equitable relief from a court to prevent (or enjoin) the infringement or misappropriation of our intellectual property rights.

15.3. Conducting Arbitration and Arbitration Rules. The arbitration will be conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules (the "AAA Rules") then in effect, except as modified by these Terms and Conditions. The AAA Rules are available at [www.adr.org](http://www.adr.org) or by calling 1-800-778-7879. A party who wishes to start arbitration must submit a written Demand for Arbitration to AAA and give notice to the other party as specified in the AAA Rules. The AAA provides a form Demand for Arbitration at [www.adr.org](http://www.adr.org). Any arbitration hearings will take place in the county (or parish) where you live, unless we both agree to a different location. The parties agree that the arbitrator shall have exclusive authority to decide all issues relating to the interpretation, applicability, enforceability and scope of this arbitration agreement.

15.4. Arbitration Costs. Transaction of all filing, administration and arbitrator fees will be governed by the AAA Rules, and we won't seek to recover the administration and arbitrator fees we are responsible for paying, unless the arbitrator finds your Dispute frivolous. If we prevail in arbitration, we'll pay all of our attorneys' fees and costs and won't seek to recover them from you. If you prevail in arbitration you will be entitled to an award of attorneys' fees and expenses to the extent provided under applicable law.

15.5. Injunctive and Declaratory Relief. Except as provided in Section 17(b) above, the arbitrator shall determine all issues of liability on the merits of any claim asserted by either party and may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by that party's individual claim. To the extent that you or we prevail on a claim and seek public injunctive relief (that is, injunctive relief that has the primary purpose and effect of prohibiting unlawful acts that threaten future injury to the public), the entitlement to and extent of such relief must be litigated in a civil court of competent jurisdiction and not in arbitration. The parties agree that litigation of any issues of public injunctive relief shall be stayed pending the outcome of the merits of any individual claims in arbitration.

15.6. Class Action Waiver. YOU AND SPENDR AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN YOUR OR ITS INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, if the parties' dispute is resolved through arbitration, the arbitrator may not consolidate another person's claims with your claims, and may not otherwise preside over any form of a representative or class proceeding. If this specific provision is found to be unenforceable, then the entirety of this Dispute Resolution section shall be null and void.

15.7. Severability. With the exception of any of the provisions in Section 17(e) of these Terms and Conditions ("Class Action Waiver"), if an arbitrator or court of competent jurisdiction decides that any part of these Terms and Conditions is invalid or unenforceable, the other parts of these Terms and Conditions will still apply.

15.8. Waiver of Rights. Spendr's failure to enforce any right or provision of these Terms and Conditions will not be considered a waiver of such right or provision. The waiver of any such right or provision will be effective only if in writing and signed by a duly authorized representative of Spendr. Except as expressly

set forth in these Terms and Conditions, the exercise by either party of any of its remedies under these Terms and Conditions will be without prejudice to its other remedies under these Terms and Conditions or otherwise.

## **16. HOW TO CONTACT SPENDR**

If you have questions or concerns regarding these Terms and Conditions or your use of the Spendr Services, you may contact us at 513-440-1590 between the hours of 9:00 am and 6:00 pm Eastern Standard Time, Monday through Friday, excluding federal holidays, or e-mail us at [support@spendr.com](mailto:support@spendr.com).

## **17. FOR CALIFORNIA RESIDENTS, THE FOLLOWING TERMS AND CONDITIONS APPLY:**

Any amounts loaded into the Spendr App are for prepurchase purposes only redeemable for goods and services provided by Jane Dispensaries.

## **18. DEFINITIONS**

“ACH” means the Automated Clearing House network for the electronic funds transfer system governed by the NACHA Rules.

“ACH Debit” means each of the following: (i) a withdrawal of funds from Merchant Customer’s Designated Bank Account for a Load into Merchant Customer’s Wallet Account; and (ii) a withdrawal of any remaining funds from Merchant Customer’s Wallet Account for payment to your Designated Bank Account upon termination of your Spendr Account.

“Applicable Law” means, as applicable, all federal, state or other governmental statutes, codes, ordinances, laws, regulations, rules, guidance, written directives, orders and decrees applicable to the Spendr Services or the NACHA Rules.

“Bank” means a bank, credit union, or other U.S. depository financial institution.

“Claim” means any claim, dispute, or controversy between you and Spendr arising from or relating to the Spendr Services and/or these Terms and Conditions.

“Custodial Bank” means the insured depository institution that, on behalf of Participating Merchants, has agreed to hold all prepaid Wallet Account funds of Merchant Customers in an omnibus FDIC-insured deposit account in compliance with all applicable FDIC requirements for pass through deposit insurance under 12 CFR 330.5 and related FDIC guidance. For more information on your Custodial Bank, please contact us at [support@spendr.com](mailto:support@spendr.com) or 513-440-1590.

“Merchant Customer” means an individual who has created a Spendr Profile for the purpose of conducting Loads and Transactions with Participating Merchants using the Spendr Services.

“Merchant Customer Information” means any information collected by Spendr from Merchant Customers, including name, address, date of birth, social security number, phone number, photograph, usernames, passwords and personal access codes, and information regarding the Designated Bank Account.

“Data” means Transaction Information and Merchant Customer Information.

“Data File” means properly formatted NACHA files created by Spendr.

“Designated Bank Account” or “Designated Account” means the checking or share draft account at a U.S. insured depository financial institution designated by Merchant Customer for debit/credit to conduct

Transactions using the Spendr Services. No account held at any institution other than a U.S. based insured depository financial institution may be used to load or withdraw funds from a Wallet Account.

“Spendr Services” means the services provided by Spendr on behalf of Participating Merchants, including (i) the creation of NACHA ACH files upon a Merchant Customer authorizing Custodial Bank to originate ACH debit/credit transaction(s) to or from the Merchant Customer’s Designated Bank Account upon Merchant Customer’s authorization of a Load or in the event of a Termination Transfer, as applicable; (ii) the non-ACH transfer of funds from Merchant Customer’s Wallet Account upon a Merchant Customer authorizing a Transaction with any Participating Merchant; and (iii) providing access to, and use of, the Spendr software.

“Spendr Profile” means Merchant Customer Information and Transaction History held by Spendr.

“NACHA” means the National Automated Clearing House Association.

“NACHA Rules” means the bylaws, operating rules, guidance or other requirement of NACHA, as amended from time to time.

“Participating Merchant” means a merchant that has contracted with Spendr to act as its duly authorized agent in the facilitation of the processing of payments from Merchant Customers utilizing the Spendr payment software.

“Transaction” means a Merchant Customer’s purchase of goods or services from a Participating Merchant utilizing the Spendr Services.

“Transition History” means a record of Merchant Customer’s Transactions with Participating Merchants using the Spendr Services.

“Transaction Information” means information generated in connection or related to a Transaction utilizing the Spendr Services.

“Wallet Account” means Merchant Customer’s sub-account containing his or her prepaid funds from the Designated Bank Account, which are held in a custodial capacity for the benefit of Customer by the Custodial Bank.

Summary of Fees			
Monthly Fee	Per Purchase	ATM Withdrawal	Cash Reload
<b>\$0</b>	<b>\$0</b>	<b>Not Available</b>	<b>\$0</b>
ATM balance inquiry			Not Available
Customer Service			\$0
Inactivity (after 24 months with no transactions)			\$5 per month
ACH Return Fees (In the event any reload is returned by your financial institution for insufficient funds or otherwise)			\$0 for 1 <sup>st</sup> occurrence \$15 for 2 <sup>nd</sup> occurrence \$20 for 3 <sup>rd</sup> and later occurrences
<b>We charge no other types of fees.</b>			
<b>No overdraft /credit feature</b> Your funds are FDIC insured up to the maximum level allowed by law. For general information about prepaid accounts, visit <a href="http://cfpb.gov/prepaid">cfpb.gov/prepaid</a> . Find details and conditions for all fees and services in Consumer Terms and Conditions of Service Agreement or call 513-440-1590 or visit <a href="http://www.spendr.com">www.spendr.com</a> .			

# COMPREHENSIVE SERVICE AND FEE SCHEDULE

## List of all fees for Spendr Prepaid Digital Wallet:

All Fees	Amount	Details
<b>Get Started</b>		
Digital Wallet opening	\$0	Maximum number of Spendr Prepaid Digital Wallets per customer is one.
<b>Monthly Usage</b>		
Monthly Service Fee	\$0	
<b>Add Money</b>		
ACH transfers from checking/savings account	\$0	You cannot complete transfers from your Digital Wallet to a deposit account except when closing your Digital Wallet. See your agreement for limits on loads from you designated deposit account.
ACH return fees in the event any fee load is returned for insufficient funds or otherwise	\$0 \$15 \$20	First occurrence. Second occurrence. Third occurrence and
<b>Spend Money</b>		
Purchases	\$0	In participating stores and online with your Digital Wallet
<b>Get Cash</b>		
Not Available	\$0	You cannot get cash back with a purchase or get cash advances from an ATM or participating retailer
<b>Information</b>		
Telephone Customer Service/Balance Inquiry	\$0	
ATM balance inquiry (in- or out-of-network)	\$0	Not available
Online and mobile balance inquiry	\$0	<b>For mobile users, message and data rates may apply.</b>
<b>Other</b>		
Annual Fee	\$0	
Inactivity Fee	\$5	You will be charged an inactivity fee of \$5.00 per month if any positive balance on your Digital Wallet remains dormant for 24 consecutive months.

Your funds are FDIC insured up to the maximum allowed by law.

No overdraft/credit features

Contact Spendr by calling 513-440-1590, by mail at 312 Walnut Street, Suite 2120, Cincinnati, Ohio 45202, by e-mail at [support@spendr.com](mailto:support@spendr.com) or visit our web site at [www.spendr.com](http://www.spendr.com).

For general information about prepaid accounts, visit [cfpb.gov/prepaid](http://cfpb.gov/prepaid).

If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit [cfpb.gov/complaint](http://cfpb.gov/complaint).