

First Internet Bank of Indiana Authorized User Terms & Conditions

These Authorized User Terms & Conditions (the “*Terms*”) apply to your use of the Account and any access device or card accessing the Account (the “*Card*”). The Account and Card are provided by First Internet Bank of Indiana (the “*Bank*”) and certain services in connection therewith are provided by Karat Financial Technologies Incorporated (“*Karat*”) and Increase Technologies, Inc. (“*Increase*”, and together with Karat, the “*Program Managers*”). You may only use or access the Account or Card to the extent authorized by, and for the sole benefit of, Accountholder and in compliance with these Terms.

NEITHER THESE TERMS NOR THE TERMS OF THE FIRST INTERNET BANK OF INDIANA BUSINESS DEPOSIT ACCOUNT AGREEMENT (INCLUDING THE KARAT VISA® BUSINESS BANKING CARD SCHEDULE), THE KARAT BUSINESS CHARGE CARD AGREEMENT, OR ANY OTHER TERMS THE BANK OR THE PROGRAM MANAGERS MAKE APPLICABLE TO THE RELEVANT ACCOUNT OR CARD (INDIVIDUALLY AND COLLECTIVELY, THE “*ACCOUNT AGREEMENTS*”) THAT GOVERN THE ACCOUNT AND/OR CARD ESTABLISH ANY CONTRACTUAL OR OTHER LEGAL LIABILITY TO YOU BY OR FROM US.

THIS DOCUMENT CONSTITUTES A BINDING AGREEMENT BETWEEN YOU AND THE ACCOUNTHOLDER AND THE ACCOUNTHOLDER IS RESPONSIBLE FOR YOUR COMPLIANCE WITH THESE TERMS AND THE APPLICABLE ACCOUNT AGREEMENTS. THE BANK AND THE PROGRAM MANAGERS ARE INTENDED THIRD-PARTY BENEFICIARIES OF THESE TERMS. WE HAVE NO OBLIGATIONS TO YOU UNDER THESE TERMS.

1. Definitions.

“*Account*” means, as applicable, (i) the business demand deposit account issued by the Bank to the Accountholder and administered with the Program Managers, (ii) the business charge card account issued by the Bank to the Accountholder, and (iii) any related account access made available through the Karat program.

“*Account Data*” means personal or business information made available to us in connection with your or Accountholder’s request to use, or access or use of, the Account or Card, which may include information to determine an Accountholder’s eligibility for an Account and other information used by a Program Manager to service the Account or Card and to fulfill its responsibilities to Bank.

“*Accountholder*” means any Person (i) to whom Bank issues or provides an Account or Card; (ii) who possesses or otherwise uses the Account or Card; or (iii) who purports to be the Person in whose name the Account was issued.

“*Card Network*” means the payment card network(s), including those operated by Mastercard International Incorporated and its affiliates and Visa, Inc. and its affiliates, that facilitate any Transaction made using a Card.

“*Person*” means any natural or legal person, including any individual, corporation, partnership, limited liability company, trust or unincorporated association, or other entity.

“*Personal Data*” means information that identifies or could reasonably be used to identify a natural person.

“*Transaction*” means any transaction you make using a Card or made to or from an Account (including a purchase charged to a charge card).

“*We*,” “*us*” and “*our*” refer to the Bank, the Program Managers, and their respective representatives, successors and assigns.

“You” and “your” refer to the “Authorized User”, meaning (i) the person or persons authorized by the Accountholder to receive access to and/or use of its Account and Card; or (ii) any employee, contractor, agent or representative of the Accountholder authorized by the Accountholder to access and/or use the Account and/or Card on the Accountholder’s behalf, which includes any person appointed by the Accountholder to manage the Accountholder’s use of the Account or Card, including managing whether and how any person may use the Account and/or Card.

2. Access to Account and Card.

Accountholder is responsible for all Transactions initiated and fees incurred by use of the Card or Account by you. Accountholder is wholly responsible for your use of each Card and the Account according to the terms and conditions of these Terms and the applicable Account Agreements, and for your compliance with them.

You may access the Card and, if and to the extent authorized by the Accountholder and us, the Account and any Account functions and features made available to you, to the extent that (and only for so long as) you are authorized to do so by the Accountholder and us. Unless you exceed the scope of your authorization to initiate Transactions or use the Card or Account, you are not directly liable to us for your Transactions. Notwithstanding, the Accountholder is liable for your Transactions.

Notwithstanding anything to the contrary in these Terms, you may not load or reload funds to any Account under these Terms, and you may not access any credit or overdraft feature of any Account, except that, with respect to an Account that constitutes a business charge card account, you may use the Card as an Authorized User in accordance with these Terms. Only the Accountholder may load or reload funds to any Account and access credit or overdraft features of any Account, except as set forth in this section.

We may require you to complete identity verification, “know your customer” or similar checks, and to provide such information as we may reasonably request in connection therewith, as a condition to your access to or use of the Account or Card. You agree to cooperate with any such requests and acknowledge that failure to complete such checks to our satisfaction may result in the limitation, suspension or termination of your access to the Account or Card.

We or the Accountholder may limit or terminate your access to the Card or Account at any time, without notice. You acknowledge that your password and other access credentials are intended to permit you to access only such Account or Card services, functions and features, and related Account Data, for which you have authorization by the Accountholder. You agree not to circumvent or attempt to circumvent the security of or any measure that controls access to our services for any purpose.

We make no representations, warranties or other commitments or assurances with respect to Transactions or your use or access to the Account or Card. If you have any questions or issues regarding the Account or Card, you agree you will solely address them to Accountholder.

Your Card must be activated prior to use. Accountholder will provide activation instructions to you. If you did not receive activation instructions for your Card from Accountholder, contact Accountholder. You may only use your Card for bona fide business purchases on behalf of Accountholder and for valid and lawful purposes. You may not use your Card for personal, family or household purposes, or for cash advances or withdrawals. Your Card remains the property of the Bank and must be returned upon request.

We may decline to authorize or reverse Transactions for any reason, including if we believe the transaction violates laws, is with a prohibited merchant or poses a risk to us. We or Accountholder may apply spending or use limits to your Card or to your access to the Account.

Transactions will reduce the funds available in the Account or the available amount under the applicable spending limit, as applicable, and any charges or Transactions in excess of the applicable amount may be declined. We are not responsible for losses resulting from declined or reversed Transactions. We are not

responsible and will have no liability if a merchant refuses to honor a Card or accept a Transaction, and we are not responsible for the goods or services purchased from a merchant.

When you use a Card to initiate a Transaction at hotels, restaurants, gas stations, rental car companies, and certain other merchants where the amount of the final Transaction is unknown at the time of authorization, a hold may be placed on the Account or applied against the available amount under the applicable spending limit, as applicable, for an amount equal to or in excess of the final Transaction amount. When such a hold is placed, the amount of the hold will reduce the amount available for use, and the available amount subject to the hold will not be available for any other purpose until the hold is released.

3. Data and Security.

You acknowledge that you are solely responsible for maintaining the security of your password and other access credentials (“*Credentials*”) relating to the Account and Card, including any online accounts (such as the Karat app or website) used to access or manage the Account or Card (the “*Karat Account*”). You must maintain the Credentials in strict confidence and take, at a minimum, reasonable measures to safeguard the Credentials. You should not provide access to the Karat Account, Account or Card to other individuals or Persons. If you believe your Credentials have been compromised, or that an unauthorized transaction has otherwise occurred, you must contact the Accountholder and us immediately.

By providing us with a telephone number for a cellular phone or other wireless device, including a number that you later convert to a cellular number, you are expressly consenting to receiving communications, including text messages, from us and our affiliates and agents at that number. With respect to an Account that is a business charge card account, this consent also includes prerecorded or artificial voice message calls and calls made by an automatic telephone dialing system. This express consent applies to each such telephone number that you provide to us now or in the future and permits such calls and messages for non-marketing purposes. Calls and messages may incur access fees from your cellular provider.

Bank processes, analyzes, and manages Personal Data in accordance with Bank’s privacy policy, Increase processes, analyzes, and manages Personal Data in accordance with Increase’s privacy policy, and Karat processes, analyzes, and manages Personal Data in accordance with Karat’s privacy policy, available at trykarat.com/privacy-policy, each of which explains, among other things, how and for what purposes such parties collect, use and disclose Personal Data, and your rights regarding your Personal Data and how to exercise those rights. You are responsible for reviewing the terms of each such privacy policy, which we may update from time to time. If you make Personal Data available to Bank or the Program Managers, you represent and warrant you have authority to do so and have given notice and/or obtained consent if and to the extent required by law.

4. Compliance Obligations.

You must use the Account and Card in a lawful manner, and must obey all laws, rules, regulations and all terms of these Terms and the Account Agreements that apply to you and/or your use. You further represent and agree you are not currently and will not become subject to a U.S. Office of Foreign Assets Control list, or any law, regulation, or other list of any government agency that prohibits or limits us from providing Accounts or Cards to you or from otherwise conducting business with you.

5. Miscellaneous

These Terms may be amended by notice to you. To the extent required by applicable law, we will provide you with prior notice before the modifications become effective in accordance with applicable law.

We may assign, pledge, delegate or otherwise transfer these Terms or our rights, powers, remedies, obligations and duties of performance under these Terms at any time. You may not assign these Terms or any rights hereunder, or delegate any of your obligations or duties of performance.

NO SERVICES ARE PROVIDED TO YOU; THEY ARE PROVIDED TO THE ACCOUNTHOLDER PURSUANT TO THE APPLICABLE ACCOUNT AGREEMENTS. ALL SERVICES ARE MADE AVAILABLE ENTIRELY "AS IS" AND WE DO NOT MAKE, AND HEREBY DISCLAIM ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES WITH RESPECT TO THE SERVICES.

WE ARE NOT LIABLE TO YOU, INCLUDING FOR CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THESE TERMS OR TO THE SERVICES, ACCOUNTS OR CARDS, INCLUDING YOUR USE OF OR INABILITY TO USE SERVICES, ACCOUNTS OR CARDS, WHETHER OR NOT WE HAVE BEEN ADVISED OF THEIR POSSIBILITY BY YOU, THE ACCOUNTHOLDER, OR OTHER THIRD PARTIES. YOU ACKNOWLEDGE THAT OUR SERVICES (INCLUDING CARDS) ARE SOLELY TO (AND SOLELY FOR THE BENEFIT OF) THE ACCOUNTHOLDER AND THAT WE SHALL HAVE NO LIABILITY TO YOU WHATSOEVER IN CONNECTION WITH ANY BREACH, FAILURE OR OTHER PROBLEM OR ISSUE WITH RESPECT TO THE SERVICES, ACCOUNTS OR CARDS.
