

Last updated March 31, 2025

These Grasshopper Bank Commercial Debit Card Terms and Conditions (these “Terms”) represent an agreement between Grasshopper Bank, N.A. (“we”, “us” and “our”) and the Account Owner, including any Primary Administrator or Authorized User, (“you” and “your”). These Terms constitute an addendum to and part of the Master Service Agreement (“MSA”), and together with the other provisions of the MSA, govern your use of the Card(s) and related services we provide under these Terms. To the extent there are conflicts between these Terms and the MSA, these Terms will control. All services we provide under these Terms shall constitute a “Service” under the MSA. By accepting, activating, using or maintaining a Card, you represent that you have read and understand these Terms and agree to be bound by these Terms, the MSA and our Privacy Policy. You are responsible for notifying the Primary Administrator and Authorized Users of their authority and obligations under these Terms and for ensuring that the Primary Administrator and each Authorized User complies with these Terms. The Primary Administrator and each Authorized User must accept these Terms in order to receive and use the Card or access the Card Account.

Definitions

“Access Information” means collectively a PIN, online user name, password, challenge questions, and any other security information used to access the Card Account.

“Account Owner” means the entity that has qualified for and established a Card Account.

“Authorized User” has the meaning set forth in the MSA.

“Primary Administrator” has the meaning set forth in the MSA.

“Card” means each Visa-branded Grasshopper Bank commercial debit card issued by us to you, a Primary Administrator, or an Authorized User under these Terms, through which you can obtain access to the funds in the Card Account. A Card may be a virtual card represented by a 16-digit account number and a physical card embossed with the same 16-digit number.

“Card Account” means your eligible Grasshopper Bank business deposit account you established and maintain pursuant to the Deposit Account Terms & Conditions and the MSA, which we permit you to access with the Card.

“Principal Owner” means (1) each individual, if any, who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25 percent or more of the equity interests of the legal entity and (2) one individual with significant responsibility for managing the legal entity listed above, such as an executive officer or senior manager (e.g., Chief Executive Officer, Chief Financial Officer, Chief Operating Officer, Managing Member, General Partner, President, Vice President, Treasurer); or any other individual who regularly performs similar functions.

Activating the Card Service

Your Primary Administrator must request, and we must approve, your ability to use Cards to access funds in your Card Account. Upon our approval, your Primary Administrator may request one or more Cards for use by the Primary Administrator and one or more Authorized Users. Each Card that we issue to you, a Primary Administrator, or Authorized User must be activated before you can use the Card for a transaction, as set forth in Section 3.

Card Terms

Primary Administrator. You agree that the Primary Administrator you designate under the MSA or under these Terms is authorized to administer the Card Account and associated Cards and/or act on your behalf in connection with these Terms, including without limitation designating Authorized Users, and authorizing transactions under this Agreement. By designating any individual as a “Primary Administrator,” you acknowledge and agree that the actions or omissions of any Primary Administrator will be taken on your behalf and you will be fully responsible and liable for such actions or omissions as if they were your own. Primary Administrator’s obligations in these Terms will be deemed to be your obligations.

Qualifying for a Card. To obtain and maintain a Card, you must: (i) Have a Card Account in good standing; (ii) Designate a Primary Administrator to act on your behalf in connection with these Terms and the MSA; (iii) Provide us with the information requested to verify your identity to our satisfaction; and (iv) satisfy all other eligibility requirements we may have. Cards are not transferable to any other person.

Representation and Warranties. By requesting, activating, or using a Card or by retaining, using, or authorizing the use of the Card, you make all of the representations and warranties set forth in the MSA. In addition, you represent and warrant to us that:

- The personal and business information that Account Owner provides to us in connection with the Card and any Primary Administrator or Authorized User is true, correct, and complete;
- The individual accepting and agreeing to these Terms for Account Owner has the requisite corporate authority to accept and agree to the Terms on the Account Owner's behalf;
- Account Owner authorized the Primary Administrator to authorize each Authorized User to accept and use the Card;
- Account Owner has provided Primary Administrator and each Authorized User with a copy of these Terms and Primary Administrator and each Authorized User accepts and agrees to be bound by and to comply with them; and
- The Card will be used only for business purposes and not for personal, family or household purposes.

Authorized User Eligibility and Consents. The Primary Administrator may designate one or more Authorized User(s) to use a Card on behalf of the Account Owner, subject to our approval. Prior to distributing a Card to an Authorized User, Account Owner will be responsible for ensuring that each Authorized User (a) is a United States citizen or permanent resident of at least 18 years of age (or older if residing in a state where the majority age is older); (b) agrees to our Privacy Policy; (c) agrees to these Terms; and (d) provides or agrees that a Primary Administrator may provide all requested information, such as the Authorized User's name, email address, and such other information as we may request from time to time (collectively, "User Information"). Authorized User represents and warrants that all information, including User Information, provided to us or to Account Owner (to provide to us) from time to time is truthful, accurate, current, and complete. Authorized User agrees to promptly notify us in writing of changes to any User Information. We may limit the number of Authorized Users or reject requests to make an individual an Authorized User in our sole discretion. We may also revoke any Authorized User's permission to use a Card at any time, with or without notice, except as required by applicable law.

Revocation of Authorized User Privileges. A Primary Administrator must notify us at 1-888-895-9685, or via e-mail at support@grasshopper.bank, to revoke permission for an Authorized User to use the Card or an Authorized User leaves your employ. Any revocation of such permission will be effective only after we have a reasonable period of

time to process Primary Administrator's If the Primary Administrator's privileges are revoked, or the Primary Administrator resigns as Primary Administrator, we have the right to suspend or terminate Card access.

Revocation of Primary Administrator Privileges. Account Owner must notify us at 1-888-895-9685, or via e-mail at support@grasshopper.bank, to revoke permissions for any Primary Administrator or the Primary Administrator leaves your employ. Any revocation of such permission will be effective only after we have a reasonable period of time to process Account Owner's request.

Card. The Card is a commercial transaction debit card issued by us and is neither a credit card nor a gift card. The Card cannot be redeemed for cash. The Card is not for resale and may not be transferred or assigned. The Card remains our property and must be returned to us upon our request. To the extent permitted by applicable law, we may cancel, repossess, or revoke the Card at any time without prior notice. You acknowledge that the Card, either in virtual or physical form, can access only the funds in the Card Account.

Activating Your Card. Primary Administrator must activate each Card before it can be used. We may also require you to set a PIN for each Card before it can be used. You may activate a physical plastic Card by following the instructions provided when we mail you the Card. You may activate a virtual Card by following the instructions provided when you request and access the virtual card electronically.

Fees. We do not currently charge fees for your use of the Card but reserve the right to do so in the future. Third parties (such as ATM operators, foreign exchange operators) may charge additional fees and you are responsible for the payment of those fees. Additionally, Visa may assess a foreign transaction fee and set a foreign exchange rate for transactions made in a foreign currency or processed outside the United States. Grasshopper does not control the fees or exchange rates assessed by Visa for international debit card transactions. For more information about Visa's foreign transaction fees and exchange rates, please refer to Visa's [Exchange Rate Calculator](#).

Card and PIN Security. Primary Administrator and Authorized Users must memorize PINs and not share them with anyone. Do not write the PIN on a Card or keep it in the same location as the Card. Primary Administrator and Authorized Users should treat the Card with the same care as cash. Always protect the Card and keep it in a safe place. Do not send a Card number or PIN in an email or text message. Make sure Card and

Access Information is secured with encryption when used to perform transactions over the Internet or wireless networks.

Lost or Stolen Card or Compromised PIN.

- Reporting Lost or Stolen Card. The Card Account is a commercial account and is not subject to consumer protections under the law for lost or stolen Cards or unauthorized transactions. Treat the Card like cash. **Until a Primary Administrator or Authorized User reports a Card as lost or stolen or repots an unauthorized transaction on a Card Account, Account Owner is fully responsible for all transactions, even if the Card is lost, stolen, or used for unauthorized transactions.** Call Customer Service IMMEDIATELY if you, a Primary Administrator, or Authorized User believe: (a) a Card has been lost or stolen; (b) someone has gained unauthorized access to any Access Information; or (c) someone has transferred or may transfer funds from the Card Account without a Primary Administrator's or Authorized User's permission. Calling us to report a lost/stolen Card or unauthorized transactions is best way to minimize possible losses. If you have both a virtual and a physical Card and you report one of your Cards lost or stolen, both Cards will be canceled and new Cards will be issued. Unless we have authorized a transaction after a Card is blocked, Account Owner and Authorized User are responsible for all unauthorized transactions initiated and fees incurred from the unauthorized use of a Card. Failure to promptly notify us could result in the Account Owner losing ALL of the money in the Card Account.
- Visa Zero Liability Policy for Unauthorized Transactions. Notwithstanding Section 3.11.1, you may incur no liability for unauthorized use of your Card, up to the amount of the unauthorized transactions, provided you notify us within a reasonable time of the loss or theft of your Card, Card number, PIN or its unauthorized use, subject to the following terms and conditions: (i) this policy does not apply to any unauthorized electronic fund transfer on an account which does not involve the use of a Card or Card number. A transaction is considered "unauthorized" if it is initiated by someone other than you (the cardholder) without your actual or apparent authority, and you receive no benefit from the transaction. A transaction is not considered "unauthorized" if (a) you furnish your Card, Card number or other identifying information to another person and expressly or implicitly give that individual authority to perform one or more transactions, and the person then exceeds that authority, or (b) for any other reason we conclude that the facts and circumstances do not reasonably support a claim of unauthorized use; (iii) Reasonable time will be determined in our sole discretion based on the circumstances; (iv) Our liability under this policy is limited

to reimbursing you for the amount of your loss up to the face amount of any unauthorized card transaction covered by this policy. We are not liable for any claims, losses or damages that arise out of your negligence or misuse of the Card. We are not liable for any claims of special, indirect or consequential damages.

Using Your Card.

- Purchases. An Authorized User may use the Card to make purchases at any merchant that accepts Visa debit cards or debit cards of other networks in which we participate, subject to the available Card Account balance, the transaction limits and transaction restrictions outlined below, and the other terms and condition of these Terms. Some merchants will pre-authorize a transaction or place a hold on the funds in your Card Account for an amount greater than the price of goods or services purchased to ensure there are sufficient funds available to cover tips and incidental expenses incurred. Any pre-authorization will place a “hold” on the available funds in your Card Account until the merchant tells us the final amount of your purchase. Once we receive the final amount, the pre-authorized hold will be removed. It may take up to seven (7) Business Days for the hold to be removed. During the hold period, you will not have access to the pre-authorized amount in your Account. If an Authorized User uses the Card number without presenting the Card (e.g., for a mail order, telephone, or Internet purchase), the legal effect will be the same as if the Authorized User used the Card itself. Each time an Authorized User uses the Card, you and the Authorized User authorize us to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. An Authorized User is not allowed to exceed the amount of the available funds in your Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the amount of available funds in your Card Account, you will be fully liable to us for the full amount of the transaction and any applicable fees. We may refuse to process a transaction, temporarily “freeze” a Card or Card Account, or attempt to contact a Primary Administrator, if we notice transactions that are unusual or appear suspicious, or if use of the Card or Card Account is not consistent with its intended use.
- ATM Withdrawals. Your Card may be used for transactions at Automated Teller Machines (“ATMs”) to make cash withdrawals or balance inquiries requiring a PIN, subject to the limitations set forth in these Terms. We will not charge you a fee to use any MoneyPass® ATM (“In-Network ATM”). You can find an In-Network ATM at moneypass.com/atm-locator.html. We may charge you a fee

to use any other ATM ("Out-of-Network ATM") as set forth in the Fee Schedule. The operator of an Out-of-Network ATM may charge a fee to use the ATM, in addition to any fee we may charge for your use of an ATM, even if you do not complete a transaction. The fee will be immediately incurred and will be debited from your Card Account, upon your use of the ATM. Most ATMs require that cash withdrawals be made in multiples of a dollar amount (e.g., \$10 or \$20). In addition, the maximum amount that may be withdrawn at a machine in one transaction or over a period of time (e.g., daily) is limited, either by us or by the ATM operator.

- Cut-Off Time. We may establish a cut-off time for submitting transactions each day. Transaction requests that we receive before the cut-off time will generally be initiated on the same day, unless you have scheduled the transaction for a future date. Transaction requests that we receive after the cut-off time or on a day other than a business day will generally be initiated on the next business day.
- Right to Stop Payment. To stop a preauthorized or recurring payment from the Card, you must request to cancel the transaction by calling us at 1-888-895-9685, or via e-mail at support@grasshopper.bank. We must receive your request to cancel the transaction at least 3 business days before the scheduled payment date in order to cancel the payment. If you request to cancel a payment, the request will cancel a single payment. If you want to permanently stop all recurring payments made to a specific payee from the Card, please specify this in your request.
- Accuracy; Sufficient Funds. You are responsible for the accuracy of all information you provide in connection with each transaction you initiate. We and our service providers are entitled to rely on the information you provide to us in connection with your use of the Card, including the requested transaction amount and identifying information of the payee. We are not liable for any losses you incur as a result of your failure to provide accurate information (e.g., loss of funds that you requested to send to an incorrect payee). We and our service providers will have no liability in the event we cannot complete a transaction due to insufficient funds in the Card Account or the payment to the payee being blocked for any reason. In the event that a transaction is returned to us, you authorize us to credit your Card Account for the amount we receive. We reserve the right, in our sole discretion, subject only to applicable law, to: (a) change the amount of your transaction limits; (b) limit, block, or place a hold on certain types of transfers or transactions; (c) limit, suspend, or block transfers to particular persons, entities, or recipients; and/or (d) suspend your access to the Card or Card Account.
- Limits of Payees. When you request to use the Card to make a payment to a new payee, we may notify the payee of your request to initiate payment. Your ability to

use the Card to pay a certain payee may vary between payees, and payment may be delayed. We and each payee reserve the right to accept or deny your request to make a payment using the Card. You may be required to provide us with additional information (e.g., your Card Account number) to pay a payee using the Card.

- Rewards Program. We may offer you an opportunity to participate in a rewards program (“Rewards Program”), through which you may earn rewards for using the Card or Card Account to make certain transactions. Participation in the Rewards Program is subject to additional terms and conditions.

Merchant Holds on Available Funds. When an Authorized User uses the Card or Card number to initiate a transaction at certain merchant locations, websites, or mobile applications (e.g., hotels, restaurants, gas stations, rental car companies) where the final purchase amount is unknown at the time of authorization, a hold may be placed on available funds in the Card Account for an amount equal to or in excess of the final transaction amount. The funds subject to the hold will not be available to you for any other purpose until the merchant sends us the final transaction amount. Once we receive the final transaction amount, it may take up to seven (7) days for the hold to be removed. During that period, you will not have access to the funds subject to the hold. Please be advised that an Authorized User could experience difficulties using the physical Card at unattended vending machines, kiosks, or gas station pumps. If the physical Card is declined at a “pay at the pump” gas station even though you have sufficient funds available, the Authorized User should pay for the purchase inside with the cashier. An Authorized User may not use the virtual Card for making purchases at any vending machines, kiosks, or gas station pumps.

Transaction Limits. Your use of the Card is subject to limits on the amount, frequency, and type of transaction you can make using your Card. To obtain the current applicable limits, please contact us or refer to your Platform or Mobile Application through which you access the Service.

We may permit the Primary Administrator to set additional limits on the use of the Card or Card Accounts from time to time. If we do, the limit will be the lower of (1) the limit set forth in these Terms; or (2) the limit set forth by the Primary Administrator. In order to protect your Card and Card Account, we impose additional limits on the dollar amount, number, and type of transactions performed using your Card or Card Account, and the type of merchants where your Card or Card Account can be used. For security purposes, we may not tell you about all of these limits, and these limits may change, except to the extent prohibited by applicable law. To the extent permitted by applicable

law, we reserve the right to: (a) change the transaction limits; (b) limit, block, or place a hold on certain types of transfers or transactions; and (c) limit, suspend, or block transfers from particular persons, entities, or Card Accounts. An ATM operator may impose additional limits on your use of an ATM.

Transaction Restrictions. You may not use your Card for online gambling, illegal transactions, or transactions outside the United States. We or a Primary Administrator may restrict transactions based on Merchant Category Code or Merchant ID. We may refuse to process any transaction we believe violates these Terms or our agreements with the networks in which we participate.

Responsibility for Authorized Transactions. Except as otherwise provided by these Terms or Applicable Law, Account Owner is responsible for all transactions initiated and fees incurred by use of a Card or Card Account. If a Primary Administrator or an Authorized User permits another person to have access to a Card or Card Account, or any Access Information in connection therewith, we will treat this as if you have authorized such person to use the Card, and you will be liable for all transactions and fees incurred by such person, even if they exceed the authorization granted. You will further be responsible for any transactions made and any fees incurred by an Authorized User, even if an Authorized User exceeds the scope of the authority you grant such Authorized User.

Split Transactions. It is important to know the amount of available funds in the Card Account before performing a transaction with a Card. If there are insufficient funds in the Card Account to cover the transaction amount, the transaction will be declined. Although an Authorized User can request a merchant to charge a portion of the purchase to the Card and pay the remaining amount with cash or another card (a "Split Transaction"), some merchants do not allow split transactions. You acknowledge and agree that the funds available to perform transactions are limited to the available funds that have been added to the Card Account that are not subject to a hold. An Authorized User is not authorized to use any funds added to the Card Account in error. Any transaction that could create a negative balance for the Card Account is not permitted, but may occur in limited circumstances.

Transaction History. A Primary Administrator may obtain information about the available funds in the Card Account and a 60-day history of Card Account transactions through the Online Banking Service.

Account Alerts. A Primary Administrator must provide us with contact information that we may use to send you important notices about the Card. If a Primary Administrator or Authorized User provides their mobile phone number or other text message addresses to us, the Primary Administrator or Authorized User expressly consents to receiving text messages relating to the Card or Card Account at that number or address. Third-party data and message fees may apply. You understand and agree that the information provided to you by email or text alert is provided “as is” without warranty of any kind, either expressed or implied, and that we assume no responsibility for the timeliness, deletion, misdelivery, errors in the content of any email or text alerts or failure to store any user communications or personalization settings. The account alert service can be terminated if we determine that your mobile device or email address does not support delivery of alerts, or if you have de-listed your mobile device or email address. In addition, we reserve the right at any time and from time-to-time to modify or discontinue, temporarily or permanently, the account alerts (or any part thereof) with or without notice.

Transactions in Foreign Currencies. If you make a purchase using the Card in a currency other than in U.S. dollars, the amount deducted from the available funds in the Card Account will be converted by Visa into U.S. dollars. The applicable exchange rate will be selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives or the government-mandated rate. The exchange rate used on the central processing date may be different than the rate that was in effect on the date you performed the transaction.

Receipts. You should get a receipt for each Card transaction. You agree to retain and reconcile transactions and receipts.

Refunds and Disputes. You will not receive cash refunds for Card transactions. If a merchant gives you a credit for a merchandise return or adjustment, the merchant may do so by processing a credit adjustment, which we will credit to the available funds in the Card Account. We are not responsible for the delivery, quality, safety, legality, or any other aspects of goods or services purchased with the Card. All such disputes must be addressed and handled directly with the merchant from whom the goods or services were purchased.

Privacy Policy. Your privacy is very important to us. We may disclose to third parties information about you, your Card, or Card Account, and transactions related thereto: (a) as necessary to affect, administer, or enforce a transaction requested or authorized by

you; (b) with your consent; (c) to protect against or prevent actual or potential fraud, unauthorized transactions, or other liability; (d) to comply with government agency or court orders; (e) as permitted and required by applicable law; or (f) as otherwise provided in our Privacy Policy. You understand that by participating in the Program, your consent to the collection, use, and disclosure of your information as set forth in these Terms and our Privacy Policy.

Replacement Cards. The expiration date of your virtual or physical Card is identified on the front of the Card. If there is a positive balance of funds in your Card Account upon expiration of your Card and your Card Account is in good standing, we may issue you a new Card. We may also issue you a new Card when the Card expires, even if you have no funds in your Card Account. If you need to replace your Card for any reason, please contact a Primary Administrator, who in turn should contact Customer Service. You will need to provide certain User Information so we can verify your identity.

Additional Terms

Our Liability for Card Transactions. If we do not complete Card transaction on time or in the correct amount according to these Terms, we may be liable to the Account Owner for losses or damages, with some exceptions. We will not be liable if: (a) through no fault of ours, the Account Owner does not have enough available funds in the Card Account to perform the Card transaction; (b) circumstances beyond our reasonable control (e.g., fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, natural disaster, or pandemic) prevent or delay the Card transaction despite reasonable precautions taken by us; (c) the system, or point-of-sale terminal was not working properly and a Primary Administrator or Authorized User knew about the problem when Authorized User initiated the Card transaction; (d) the funds in the Card Account are subject to legal process or are otherwise not available for Card transactions; (e) the merchant refuses to accept the Card; (f) if access to a Card Account has been blocked after a Primary Administrator or Authorized User reported a Card lost or stolen; or (g) if we have reason to believe the Card transaction is unauthorized.

Errors or Questions About Your Card Account Transactions. Call us at 1-888-895-9685, or email us at support@grasshopper.bank as soon as you can if you think an error has occurred involving your Card or Card Account. When you send notification of an error involving your Card or Card Account, you will need to tell us: (a) Account Owner's name, your name, and Card number; (b) why you believe there is an error; (c) the dollar amount involved; and (d) approximately when the error took place. We will review the

information submitted in a commercially reasonable manner. The Card is a commercial-purpose card and we are not obligated to follow the requirements or obligations of, the Electronic Funds Transfer Act or Regulation E.

Assignment. To the extent permitted by applicable law, we may assign these Terms without obtaining your consent. Neither Account Owner, nor Primary Administrator, nor any Authorized User may assign or transfer a Card, Card Account, or these Terms without our prior written consent.

Severability and Waiver. If any provision of these Terms is held to be invalid or unenforceable, such provision will be deemed to be modified to the minimum extent necessary to make it valid and enforceable and the rest of these Terms will not be affected. We do not waive our rights by delaying or failing to exercise them at any time.

Amendment. We may add to, delete, or amend this Agreement at any time in our sole discretion without providing notice to you, subject to applicable law. We reserve the right, subject to applicable law, to deliver to Account Owner any notice of changes to existing terms or the addition of new terms by posting an updated version of these Terms on the Website or delivering notice of changes to Account Owner electronically. By continuing to use the Card or Card Account, you consent to be bound by the updated Terms.

Entire Terms. These Terms and the MSA, constitute the entire and sole agreement between you and us with respect to the Card and supersedes all prior understandings, arrangements, or agreements, whether written or oral, regarding the Card.

Cancellation and Suspension. To the extent permitted by applicable law, we may cancel or suspend your Card, Card Account, or these Terms immediately, for any reason, and without notice to you. Account Owner may cancel a Card, Card Account, or these Terms at any time by notifying Customer Service at the number or address provided below. Cancellation or suspension of these Terms will not affect any of our rights or your obligations arising under these Terms prior to such cancellation or suspension. In the event that your Card or Card Account is cancelled, closed, or terminated for any reason, Account Owner may request the unused balance to be returned to Account Owner via a check to the mailing address we have in our records.

Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of New York, consistent with the Federal Arbitration Act, without giving effect to any choice of law principles..

Indemnification. At our request, Account Owner agrees to defend, indemnify, and hold harmless us and our parents, subsidiaries, and other affiliated companies, and our and their employees, contractors, officers, and directors against any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) that arise from your violation of these Terms, applicable law, or any third-party rights or your fraud or willful misconduct. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by Account Owner, in which event Account Owner will cooperate in asserting any available defenses.

No Warranty of Availability or Uninterrupted Use. From time to time, services related to the Card or Card Account may be inoperative. When this happens, you may be unable to access the Website and Authorized Users may be unable to use the Card or obtain information about the Card. Please notify us if you have any problems using the Card or the Website. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor will we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, pandemic, labor disputes, or armed conflicts.

Limitation of Liability. We will have no liability to you if we are unable to complete a transaction for any reason beyond our control. Except as otherwise expressly provided in these Terms, or as otherwise required by applicable law, we, our affiliates, and the parties with whom we contract in order to offer the Card, Card Account, and related services are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to the Card, Card Account, any products or services purchased using the Card, or these Terms (as well as any related or prior agreement that you may have had with us).

Notification of Changes. If your U.S. mail or postal address, or email address or telephone number changes, you must notify us immediately. Failure to do so may result in information regarding the Card or Card Account being delivered to the wrong person or your transactions being declined. In such event, we will not be responsible for any resulting misuse of funds available in the Card Account. You must notify us immediately in the event of the insolvency, receivership, conservatorship, bankruptcy, reorganization, or change in Principal Owner. Your Card or Card Account may be terminated by us in the event a change of control, reorganization, restructuring, conversion, consolidation, division, or merger of a Principal Owner.

Dispute Resolution by Binding Arbitration. For any and all controversies, disputes, demands, claims, or causes of action between you and us (including the interpretation and scope of this Section 4.13) and the arbitrability of the controversy, dispute, demand, claim, or cause of action) relating to the Card, Card Account, other features of the Service, or these Terms (as well as any related or prior agreement that you may have had with us), you and we agree to resolve any such controversy, dispute, demand, claim, or cause of action exclusively through binding and confidential arbitration and the terms of this Section 4.13. The arbitration will take place in the federal judicial district located in the borough of Manhattan, New York, New York, or in the alternative, may be conducted telephonically at your request. As used in this Section, “we” and “us” mean Grasshopper Bank and its subsidiaries, affiliates, predecessors, successors, assigns, and all of its and their respective employees, officers, directors, agents, and representatives. In addition, “we” and “us” includes any third party providing any product, service, or benefit in connection with the Card, Card Account, other Services, or these Terms (as well as any related or prior agreement that you may have had with us) if such third party is named as a co-party with us in any controversy, dispute, demand, claim, or cause of action subject to this Section.

Arbitration will be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration will be conducted before one commercial arbitrator from the American Arbitration Association (“**AAA**”) with substantial experience in resolving commercial contract disputes. As modified by these Terms, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA’s Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively, the “Rules and Procedures”). Notwithstanding this agreement to arbitrate, either party may seek emergency equitable relief in federal court if it has jurisdiction or, if it does not, in a state court located in the federal judicial district of Account Owner’s principal place of business residence in order to maintain the status quo pending arbitration, and each party hereby agrees to submit to the exclusive personal jurisdiction of the courts located within the federal judicial district of Account Owner’s principal place of business for such purpose. A request for interim measures will not be deemed a waiver of the obligation to arbitrate.

You agree to the following in connection with any arbitration: (a) no class or similar group arbitration will be permitted; (b) the arbitration will be confidential, and neither you nor we may disclose the existence, content, or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award; (c) subject to Section 4.11 (Limitation of Liability), the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; and (d) each party will pay its own attorneys’ fees and expenses, unless there is a statutory provision that

requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys' fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law.

You understand and agrees that, by agreeing to these Terms:

- YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY;
- YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT RESOLVE ANY DISPUTE BETWEEN US; and
- YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY ARBITRATION OR LAWSUIT INVOLVING ANY DISPUTE BETWEEN US.

This Section will survive termination of the Card, Card Account, or these Terms as well as any voluntary payment of any debt in full by Account Owner or bankruptcy by Account Owner, or any bankruptcy by us. With the exception of subparts (a) and (b) of this Section (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting part was not contained herein.

Virtual Card Terms and Conditions

General. This Section 5 governs your access to and use of your Card through Apple Pay, Google Pay, Samsung Pay, and other digital wallets that we support from time to time (each a “**Digital Wallet**”) on compatible mobile devices, as determined by the Digital Wallet Provider (“**Supported Devices**”).

Third-Party Terms. You understand and agree that your use of a Digital Wallet is subject to the terms and conditions set forth by the third party Digital Wallet provider or another third party supporting the Digital Wallet or Digital Wallet provider (collectively, the “Digital Wallet Provider”) with respect to the use of that Digital Wallet.

Digital Wallets. In order to use your Card with a Digital Wallet, you must have a Digital Wallet available to you and downloaded to your Supported Device for the purpose of

purchasing goods and services or for other transactions where that Digital Wallet is accepted. A Digital Wallet may not be accepted at all places where your Card is accepted, and your Card in a Digital Wallet may not be eligible to be used for all the features and functionalities of that Digital Wallet. Digital Wallets can only be used with Supported Devices determined by the Digital Wallet Provider for that Digital Wallet.

Enrollment. Before you are able to use your Card in a Digital Wallet, you must first add your Card to a Digital Wallet that you have installed on your Supported Device. To add your Card to a Digital Wallet, you must first register your Card with that Digital Wallet by linking your Card to that Digital Wallet, following the directions of the Digital Wallet Provider. By doing this, you agree to allow us to share your Card information with the Digital Wallet Provider. You will be required to complete this process for each Digital Wallet and for each Card you wish to add to a Digital Wallet. We may require you to take additional steps to authenticate yourself before your Card is added to a Digital Wallet. If your Card is not in good standing, if we cannot authenticate the Card, or if we otherwise suspect that there may be fraud associated with the Card, your Card may not be used with a Digital Wallet.

You agree that the digital version of your Card in a Digital Wallet may, in our sole discretion, be automatically updated or upgraded without notice to you. The digital version of your Card may have a unique numerical identifier that is different from your physical plastic Card number.

Lost/Stolen Cards and Supporting Devices. If your physical plastic Card is lost or stolen and your Supported Device is not lost or stolen, you may be required to add the new physical plastic Card to a Digital Wallet. If your Supported Device is lost or stolen, you will need to add your Card to a Digital Wallet on a new Supported Device.

No Warranties. We do not recommend, endorse or make any representation or warranty of any kind regarding the performance or operation of your Supported Device, the Digital Wallet, or any telecommunications network used in connection with your Supported Device or Digital Wallet. A device that has been modified in any way contrary to the manufacturer's or Digital Wallet Provider's hardware or software requirements and guidelines is not a Supported Device. You are responsible for the Supported Device, including its selection, and for all issues relating to the operation, performance and costs associated with such Supported Device and your wireless operator. Your wireless operator and other third parties may charge you a fee for your use of data, messaging, and calls in connection with your use of the Digital Wallet and you are solely responsible for these fees. You authorize your wireless operator and/or Bank to disclose

your mobile number, name, address, email, network status, customer type, customer role, billing type, account activation date and device make and model, where provided, in accordance with your mobile operator's or our privacy policy, to allow verification of your identity and for fraud prevention purposes.

Using Your Card with a Digital Wallet. Once you add a Card to a Digital Wallet on a Supported Device, you may use the Supported Device to make payments utilizing the Card at any merchant that accepts the Digital Wallet and Card. You may also make contactless payments at merchants who accept the Digital Wallet and the Card and have contactless-enabled point-of-sale terminals or readers that accept contactless payment. By selecting an added Card and placing your Supported Device near a merchant's contactless-enabled point-of-sale terminal or reader, or by using a Card for an in-app or a website purchase, you are authorizing the payment for the total amount of your purchase of the applicable merchant's products or services, plus applicable taxes and fees, with that Card in the Digital Wallet. Your authorization of a transaction using a Card in a Digital Wallet will have the same force and effect of a transaction you make using your physical plastic Card.

The Digital Wallet may display transaction history on your Supported Device. The transaction history does not reflect any post-authorization activities (e.g., settlement, foreign currency exchange, chargebacks, etc.). The details for your transaction history in connection with that Digital Wallet may not match the actual transaction details, including the amount that ultimately clears, settles and posts to your Card account.

All transactions initiated by you using the Card or Digital Wallet must comply with all federal, state and local laws, rules and regulations applicable to you, including any applicable tax laws and regulations, and you must not use your Card through a Digital Wallet for any unlawful or fraudulent undertaking or in any manner that violates this Agreement, applicable law, or which may interfere with the operation of a Digital Wallet, Digital Wallet Provider, or Card.

Removing Your Card. To remove a Card from a Digital Wallet, you should contact the Digital Wallet Provider to determine how to do so. If you contact us, we may attempt to block all transactions on your Card initiated on your Digital Wallet, however we have no control over a Digital Wallet and cannot guarantee that a Digital Wallet Provider will remove your Card from your Digital Wallet. We also reserve the right to block a Card from being used in a Digital Wallet to make purchases, suspend your ability to use a Card to make purchases using the Digital Wallet, or cancel entirely your ability to use a Card in the Digital Wallet. We may take these actions at any time for any reason, such

as if we suspect fraud with your Card, if applicable laws change, or if directed to do so by the Digital Wallet Provider, applicable law, or card network.

Additional Terms of Specific Digital Wallets.

- Google Pay: Your use of Google Pay is also subject to the terms and conditions set forth in the Google Pay Terms of Service. We do not control or endorse the provisioning or use of Google Pay.
- Apple Pay: Your use of Apple Pay is also subject to the terms and conditions set forth in the Apple Pay Terms of Service. We do not control or endorse the provisioning or use of Apple Pay.
- Samsung Pay: Your use of Samsung Pay is also subject to the terms and conditions set forth in the Samsung Pay Terms and Conditions. We do not control or endorse the provisioning or use of Samsung Pay Money Transfer services.

You acknowledge that we are not a party to the terms and conditions for a Digital Wallet between you and a Digital Wallet Provider or the other third parties supporting that Digital Wallet and we do not own and are not responsible for a Digital Wallet. We do not provide any warranty for a Digital Wallet. Any inquiries or complaints relating to the use of a Digital Wallet must be directed to the Digital Wallet Provider or the other third parties supporting that Digital Wallet.

Fees. We do not charge you any fees to add a Card to a Digital Wallet or to use the Card through a Digital Wallet. However, Digital Wallet providers and/or other third parties, such as your wireless carrier or data service providers, may charge you fees in connection with your use of a Digital Wallet. You agree to be solely responsible for all such fees and agree to comply with any limitations and restrictions relating to a Digital Wallet and/or your Supported Device. We reserve the right to institute or change a fee to add a Card to a Digital Wallet and/or to use a Card in connection with a Digital Wallet after sending you prior notice.

Privacy. You authorize us to collect, transmit, store and use technical, location and login or other information about you and your use of the Cards through a Digital Wallet. You understand and agree that a Digital Wallet Provider and each payment network branded on your Card (including their agents, representatives, affiliates and service providers) will have access to certain details of your transactions made with merchants via use of your Cards through the Digital Wallet. We will use, share and protect your personal information in accordance with our Privacy Policy You acknowledge that the use and

disclosure of any personal information provided by you directly to a Digital Wallet provider, the applicable payment network branded on your Card or other third parties supporting that Digital Wallet, and their respective agents, affiliates, and service providers, will be governed by such party's privacy policy and not our privacy policy, and, to the greatest extent permitted by law, we are not liable for their use of your personal information.

We take reasonable steps to help ensure that information we send to others from your use of a Card in the Digital Wallet is sent in a secure manner. However, the Digital Wallet Provider is responsible for the security of information provided to it or stored in the Digital Wallet. We are not responsible if there is a security breach affecting any information stored in the Digital Wallet, sent from the Digital Wallet, or stored or sent by the Digital Wallet Provider, unless required by applicable law. We periodically collect and use technical data and related information (for example, we may collect technical information about your Supported Device to facilitate the updates to our services).

Push notifications can be displayed on a locked or inactive device screen. Since it is possible to view this information even when your Supported Device is locked, you must maintain physical control over your Supported Device and/or turn off push notifications.

Security. You must take reasonable steps to prevent the unauthorized use of your Card, Supported Device and/or Digital Wallet, including any user ID and password. If another person's biometric identifier is loaded onto a Supported Device, you must take immediate steps to ensure that the biometric identifier is removed from the Supported Device, otherwise any transaction using such Supported Device by a person who you have granted access will be deemed to have been authorized by you, and you will be liable for any such transaction, unless otherwise required by applicable law. Similarly, if you provide your user ID, PIN or password necessary to access your Supported Device, you must take immediate steps to change such user ID, PIN or password to ensure no third party has access to or knows such user ID, PIN or password. Otherwise, any transaction using such Supported Device by a person to whom you provide your user ID, PIN or password will be deemed to have been authorized by you, and you will be liable for any such transaction, unless otherwise required by applicable law. If your PIN, biometric authentication or other passcode is compromised or your Card has been used through a Digital Wallet without your permission, or you have a Supported Device and it has been lost or stolen, you must notify us immediately. If you fail to notify us without delay, you may be liable for part or all of the losses in connection with any unauthorized use of your Card in connection with that Digital Wallet. You should notify us by calling the number on the back of your Card or in the app you use to manage your Card.

Questions Regarding the Digital Wallet and/or Supported Devices. Questions concerning the use of a Digital Wallet or the operation of a Supported Device equipped with the Digital Wallet should be directed to the Digital Wallet Provider. We are not responsible for (a) providing Digital Wallet services to you; (b) any failure of the Digital Wallet or any Supported Device; (c) your inability to use, or the unavailability of, the Digital Wallet to make a payment in connection with any transaction; (d) the performance or nonperformance of the Digital Wallet Provider or any third party providing services on behalf of such Digital Wallet provider; or (e) any loss, injury or inconvenience that you sustain as a result of matters addressed subparts (a) through (d) of this Section. For the avoidance of doubt, we are not responsible for the security, accuracy, legality, appropriateness or any other aspect of the content or function of a Digital Wallet Provider's or any third party's products or services.

Third-Party Agreements and Merchant Relationships. Each Digital Wallet provider, your wireless carrier and other third-party websites or services that support the Digital Wallet have their own terms and conditions and privacy policies ("**Third-Party Agreements**"), and you are subject to those Third-Party Agreements when you give them your personal information, use their services or visit their respective sites. Merchants may present to you certain discounts, rebates or other benefits when you use a Digital Wallet (the "**Promotions**"). Promotions are subject to separate terms and conditions and are subject to change at any time and without notice to you. We will not be liable for any loss or damage as a result of any interaction between you and a merchant relating to Promotions. Subject to applicable law, all matters, including delivery of goods and services, returns and warranties, are solely between you and the applicable merchants. We do not endorse or warrant the merchants that are accessible through a Digital Wallet or the Promotions that they provide.

Suspension, Cancellation and Termination. We may suspend or terminate your access to and use of any virtual Card or Digital Wallet at any time, with or without cause or notice, in our absolute discretion. We reserve the right for any reason to discontinue our participation in any Digital Wallet service. Except as otherwise required by applicable law, we may block, restrict, suspend or terminate your use of any Card in a Digital Wallet or your use of any Card through a Digital Wallet at any time without notice and for any reason, including, but not limited to, if we suspect fraudulent activity or as a result of the cancellation or suspension of your Card account. You agree that we will not be liable to you or any third party for any block, suspension, cancellation or termination of your use of any Card or Digital Wallet. We may also modify or suspend the type or dollar amounts of transactions allowed using Cards in connection with a Digital Wallet, change a Card's eligibility for use with a Digital Wallet, change the enrollment process and/or change the Card authentication process.

DISCLAIMER OF WARRANTIES. Each Digital Wallet IS PROVIDED BY the applicable Digital Wallet provider AND OTHER THIRD PARTIES THAT SUPPORT such Digital Wallet Provider. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE USE OF ANY CARD IN A DIGITAL WALLET IS AT YOUR SOLE RISK. YOU UNDERSTAND THAT WE NEITHER CONTROL NOR ENDORSE, AND ARE NEITHER RESPONSIBLE NOR LIABLE FOR: (A) ANY DIGITAL WALLET OR SERVICES PROVIDED BY ANY DIGITAL WALLET PROVIDER; (B) ANY ACT OR OMISSION OF A DIGITAL WALLET PROVIDER OR ANY PARTY SUPPORTING A DIGITAL WALLET OR ANY MERCHANT; (C) SUPPORTED DEVICES, INCLUDING THEIR OPERATION; OR (D) ANY ACT OR OMISSION OF ANY OTHER THIRD PARTY.

FURTHER, WE ARE NOT RESPONSIBLE FOR THE ACCURACY, VALIDITY, TIMELINESS, COMPLETENESS, RELIABILITY, INTEGRITY, QUALITY, LEGALITY, USEFULNESS OR SAFETY OF ANY THIRD-PARTY INFORMATION OR DIGITAL WALLET. TO THE FULLEST EXTENT PERMITTED UNDER APPLICABLE LAW, WE DISCLAIM ALL REPRESENTATIONS, WARRANTIES AND CONDITIONS OF ANY KIND, EITHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, ACCURACY AND NONINFRINGEMENT OF THIRD-PARTY RIGHTS. WE, ON BEHALF OF OURSELVES AND OUR AUTHORIZED REPRESENTATIVES DO NOT WARRANT AGAINST INTERFERENCE, DELAY, INTERRUPTION OR DISRUPTION WITH YOUR USE OF ANY CARD IN CONNECTION WITH A DIGITAL WALLET. NO ORAL OR WRITTEN INFORMATION OR ADVICE GIVEN BY US, ANY OF OUR AUTHORIZED REPRESENTATIVES OR ANY THIRD PARTY WILL CREATE ANY WARRANTY.

THE ACCESS, USE AND MAINTENANCE OF A CARD WITHIN A DIGITAL WALLET ALSO DEPENDS ON THE DIGITAL WALLET SERVICES AND PROVIDERS AND THE NETWORKS OF WIRELESS CARRIERS. WE WILL NOT BE LIABLE TO YOU FOR ANY CIRCUMSTANCES THAT INTERRUPT, PREVENT OR OTHERWISE AFFECT THE FUNCTIONING OF ANY CARD, INCLUDING UNAVAILABILITY OF A DIGITAL WALLET SERVICE OR WIRELESS SERVICE, NETWORK DELAYS, LIMITATIONS ON WIRELESS COVERAGE, SYSTEM OUTAGES OR INTERRUPTION OF A WIRELESS CONNECTION. WE DISCLAIM ANY RESPONSIBILITY FOR ANY WIRELESS SERVICE USED TO ACCESS, USE OR MAINTAIN A CARD WITHIN A DIGITAL WALLET.

Intellectual Property Rights. You are granted a nonexclusive, non-sublicensable, nontransferable, personal, limited license to add and use your virtual Card via Digital

Wallet on your Supported Device solely in accordance with this Agreement and any other applicable Third-Party Agreement, including those related to the Digital Wallet. All intellectual property rights in a Digital Wallet are owned either by the Digital Wallet Provider, us, our licensors or third parties. Nothing in this Agreement gives you any rights in respect of any intellectual property owned by the Digital Wallet Provider or third party. Unless otherwise explicitly set forth in this Section, we grant you no other license rights to ours or any other party's intellectual property.

Communication. As a condition to activating and using your Cards in a Digital Wallet, you consent to receive notifications and automatically dialed calls or text messages on your Supported Device from us, including at the phone number you provide us. You also agree to receive notices and other communications from us by email to the email address on file for the relevant Card account, posting within your online account, or through the messaging capabilities of each Digital Wallet. If at any time you revoke any communication consent provided herein, we may suspend or cancel your ability to use your Cards in connection with a Digital Wallet. You may receive push notifications from a Digital Wallet from time to time reflecting your Card account activity. If you do not wish to receive notifications, you may turn off these notifications through the device settings on your Supported Device.