

Purewrist Live! Cardholder Agreement

IMPORTANT – PLEASE READ CAREFULLY. IF YOU OBTAIN AN ACCOUNT AND AUTHORIZE OTHERS TO USE IT, YOU ARE SOLELY RESPONSIBLE FOR ANY AND ALL CHARGES TO THE CARD. BE SURE TO PROVIDE THE RECIPIENT OF THIS ACCOUNT THIS CARDHOLDER AGREEMENT.

1. Cardholder Agreement for Purewrist Live!

The following terms and conditions (“the Agreement”) governs your use of the Purewrist Live! Corporate Single Load LAP – Wearable Prepaid MasterCard (“the Card”), and outlines the terms and conditions under which the Card has been issued to you.

By accepting and/or using the Card, you agree to be bound by the terms and conditions contained in this Agreement. Please keep a copy of the Agreement with your important records.

1.1 Card Type: “Card” means the Purewrist Live! Corporate LAP – Wearable Prepaid MasterCard (“the Card”) loaded with a specific value and issued to you by Purewrist LLC on behalf of Sutton Bank (“Bank”), and pursuant to license by MasterCard International Inc. MasterCard is a registered trademark of MasterCard International Incorporated. Bank is an FDIC insured member institution. The Purewrist Live! logo is a trademark of Purewrist LLC. Card is a prepaid consumer, single-load Card; used by companies for loyalty, award, or promotional purposes.

“Sponsor” means an entity that provides funds in the Card Account for your use. “Account” means the records we maintain to account for the value of claims represented by a 16-digit account number issued to you by Bank. “You” and “your” mean the person or persons who have received the Account and are authorized to use the Account as provided in this Agreement. “We,” “us,” and “our” mean Purewrist, or the Bank and for either of which, its successors, affiliates, and assignees. “Website” means www.purewrist.com or the Purewrist Website mobile application.

1.2 Card information and balance:

To access this Agreement, to obtain the expiry date of the Card, or to check your balance, go online at the Website. Statement information is available online on the Website.

1.3 Card limitations:

Your Card will expire thirty-six (36) months or three (3) years from the date of purchase. The Account is a prepaid account. You acknowledge and agree that the maximum value available in the Account is limited to the funds you have loaded into the Account or have been loaded into

the Account on your behalf. You have received the Account as a gratuity from Sponsor without the payment of any monetary value or consideration. The funds in the Account are not held in a separate account; instead, they are pooled with funds of other cardholders and held by in an account with Purewrist for your benefit, with the balance of such funds to be reduced through your use of such funds in accordance with the terms of this Agreement. The Account is not connected in any way to any other account. You may use your Account to make purchases at any merchant that accepts Prepaid MasterCard debit cards, subject to your available Account balance and the other terms and conditions of this Agreement. The Card may not operate in some countries and geographical regions due to restrictions. Please verify the list of countries or regions with restrictions at the Website. ATM Transaction are not available. Regular pre-authorized debit (PAD) transactions, when you authorize a company or organization to withdraw funds from the Card are not permitted. Each time you use your Account, you authorize us to reduce the funds available in your Account by the amount of the transaction. The Account is not a gift card or gift certificate. The Account is not a credit card. The Account is not for resale. You will not receive any interest on your funds in the Account. The Account will remain our property and must be surrendered upon demand. The Account is nontransferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Account is not designed for business use, and we may close your Card if we determine that it is being used for business purposes or in a manner that is not consistent with the intended use of the Card. We may refuse to process any transaction that we believe may violate the terms of this Agreement. The Card is subject to minimum and maximum daily load, transaction, and withdrawal as follows. The Card comes with an optional pre-selected PIN. You can change the PIN issued with the Card.

| Limits | Amount (USD) |
|--|--------------|
| Minimum \$ Initial Value Load | \$ 10 |
| Maximum \$ Initial Value Load | \$ 1000 |
| Maximum\$ Amount/Transaction | \$100 |
| Maximum \$ Amount you can spend in 24 hours | \$1000 |
| Maximum \$ Amount you can spend in a month | \$1000 |
| Maximum \$ Amount you can have on your Card at any one time | \$1000 |
| Card lifetime | 36 months |

Some operators or merchants may set their own limits

1.4 Expiry and Access to Balance

Unless the Agreement has been terminated or the Card suspended, subject to sufficient funds being available on the Card, the Card will be usable until the expiration date of the Card. Your right to use the funds loaded onto the Card will not expire.

If funds remain on the Card after the “valid thru” expiration date, you may choose to transfer the funds to another Card or to cash out the Card.

1.5 Closing and Cashing Out the Card:

At any time before the Card has expired, you may be able to close the Card or cash out the Card through our Website. An administrative fee may be charged for this service. Payment is available in US Dollars only when you cash out the Card through Purewrist Website. You may also redeem the balance of any unspent funds through Purewrist Website and any balance in excess of an applicable administrative cash out fee as set out in section 1.6, will be transferred to a US bank account in your name.

1.6 Card and Card fees:

The Card is subject to the Fees and Limits tables, as follows including after purchase fees and other services:

| Fees | Fee Amount (USD) | Description |
|---------------|---------------------|--|
| Buying a Card | Free | Fee to purchase and activate your Card |
| Monthly Fee | \$ 0,50 | Fee to maintain the use of your Card |

You agree to pay and authorize us to debit the Balance for the fees as set out in this section

1.7 Inactivity Fee

Unless prohibited by law, you will be charged a monthly inactivity fee as indicated in section 1.6 above, following a period of twelve (12) months in which the Card, has not been used to make purchases. The monthly inactivity fee will be charged during the Card lifetime and after expiry of the Card.

If there is no remaining balance following the debit of any monthly inactivity fee, we will waive the remainder of our fee. The monthly inactivity fee is deducted from the balance.

THIS AGREEMENT INCLUDES, AMONG OTHER THINGS, AN ARBITRATION PROVISION CONTAINING A CLASS ACTION WAIVER. PLEASE READ CAREFULLY.

2. Your Account.

After successful registration you will receive your Account number on the Website. Your Account will be active at that time and you may begin using it then. If you experience difficulty, please call us or use our contact form at www.purewrist.com

Account Security: Do not share your Account number with anyone. You should treat your Account number with the same care as you would treat cash. Either memorize your Account number or keep it in a safe place. Do not send your Account number in an email or text message. Make sure your Account number is secured with encryption when you use your Account to perform transactions over the Internet or wireless networks. If you believe that anyone has gained unauthorized access to your Account number, you should advise us immediately, following the procedures in the paragraph labeled “Your Liability for Unauthorized Transactions”.

3. Using Your Account/Features

You acknowledge and agree that the value available in the Account is limited to the balance of the Account. You may use your Account to purchase or lease goods or services in the United States and District of Columbia online, by mail or telephone wherever MasterCard debit cards are accepted as long as you do not exceed the value available in your Card Account. You are responsible for all transactions initiated by use of your Card, except as otherwise set forth herein. If you do not have enough funds available in your Account for the amount authorized by you, your transaction will be declined. If you do not have enough funds available in your Account, you can instruct the merchant to charge a part of the purchase to the Account and pay the remaining amount with cash or using another payment method. These are called “split transactions.” Some merchants do not allow cardholders to conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash. You are not allowed to exceed the available amount in your Account through an individual transaction or a series of transactions made with your Account. Nevertheless, if a transaction exceeds the balance of the funds available in your Account, you shall remain fully liable to us for the amount of the transaction.

Your Account cannot be redeemed for cash. You cannot use your Account to obtain cash from an Automated Teller Machine (“ATM”), POS device, or by any other means. You may not use your Card at an ATM. You may not use your Account for any illegal transactions, use at casinos, and any activity. Your Account may not be used outside of the U.S. and District of Columbia, and may not be used with non-U.S. merchants, including online and mail or telephone orders if the merchant is outside of the U.S. and District of Columbia. Any purchases made with the Card must only be in U.S. currency.

Merchant Holds on Available Funds. When you use your Account number to initiate a transaction at certain merchant locations, such as hotels, restaurants, gas stations, and rental car companies, where the final purchase amount is unknown at the time of authorization, a hold may be placed on the available funds in your 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 you may experience difficulties using your Account at unattended vending machines, kiosks, and gas station pumps. If your Account is declined at a “pay at the pump” gas station even though you have sufficient funds available, you should pay for your purchase inside with the cashier.

4. Authorized Card Users.

You are responsible for all transactions and fees incurred by use of your Account. If you permit another person to have access to your Account or Account number, we will treat this as if you have authorized such use and you will be responsible for all transactions and fees incurred by those persons. You are wholly responsible for the use of your Account according to the terms and conditions of this Agreement.

5. Representations and Warranties

By successfully registering your Account or by retaining, using or authorizing the use of the Account, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien (with valid U.S. tax I.D.) residing in the United States or the District of Columbia; (iii) the personal information provided to us in connection with your Account is true, correct and complete; (iv) you have received a copy of this Agreement and agrees to be bound by and to comply with its terms; and (v) you accept the Account. If you are under eighteen (18) years of age (or older if you reside in a state where the majority age is older), your parent or legal guardian may enter into this Agreement, and you may become an authorized user of the Account.

6. Sponsor

The Card and the funds in the Card Account are made available to you at the request of the Sponsor. The terms of any payment from the Sponsor to you, including whether such funds belong to you and the correct amount, are matters between you and the Sponsor. We have no responsibility for resolving such disputes.

7. Loading Your Account.

Your Account has been issued to you with a specific value. Your Account is not reloadable. You will have access to your funds as soon as your Account is successfully registered (see “Your Account” above). You may also obtain the value of your Account by calling Purewrist] or visiting www.purewrist.com.

8. Responsibility for Transactions.

You do not have the right to stop payment on any purchase transaction originated by use of your Account. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to 10 days.

9. Business Days

For purposes of these disclosures, Bank's business hours are Monday – Friday, excluding federal holidays.

10. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Account, you agree to accept credits to your Account for such refunds. The amounts credited to your Account for refunds may not be available for up to five (5) days from the date the refund transaction occurs. Where a refund for goods or services purchased using the Card, or another credit, for any other reason is made to the Card, the refund or credit will be in USD.

11. Account Replacement

If you need to replace your Account for any reason, please contact us at Purewrist to request a replacement Account. There are certain restrictions that must be met before we can replace your Account in certain circumstances. You will be required to provide personal information, which may include your Account number, full name, transaction history, copies of accepted identification, etc. We reserve the right to require an affidavit signed by you and to conduct an investigation into the validity of any request. It may take up to thirty (30) days to process a request for a replacement Account; however, we will try to provide you with a replacement Card on as timely a basis as is reasonable under the circumstances.

12. Receipts

You should get a receipt at the time you make a transaction using your Account. You agree to retain your receipt to verify your transactions.

13. Obtaining Card Account Information

You may obtain information about the amount of money you have remaining in your Account by contacting us at Purewrist. This information, along with a 60-day history of account transactions, is also available by accessing your Account online at Purewrist Website. You also have the right to obtain a sixty (60) day written history of account transactions by contacting Purewrist.

14. Personal data Consent

14.1 By applying for a Card, you consent to the collection, use, disclosure and retention of your personal data by us for purposes relating to your application for a Card and your use of a Card and subject to Purewrist privacy policy ("Purewrist Privacy Statement") available on the Purewrist Website. Please read it carefully. If you do not consent to the collection, use, disclosure, and retention of your personal data, you may not apply for or use the Card. You may withdraw your consent at any time by cancelling your Card and all related services from us.

14.2 We maintain physical, electronic and procedural security measures that comply with US regulations to safeguard Cardholder data. We and our service providers may or may not use or store you Cardholder data at facilities in various countries including the US, Canada, and the

European Union. The personal information protection laws of those countries might be different from the laws of the jurisdiction in which you are located, and might permit courts, government, law enforcement and regulatory agencies and security authorities to access your Cardholder data without notice. The laws on data protection in other jurisdictions, to which we may transfer your information may differ from those in your jurisdiction and any personal data transferred to another jurisdiction will be subject to law enforcement and security authorities in that jurisdiction. Subject to these laws, we will use reasonable measures to maintain protections of your personal information that are equivalent to those that apply in your jurisdiction. You hereby give your consent to such cross-border transfers of such personal data to third parties for the purpose set out above.

14.3 We will use and rely on your Cardholder Information to issue and administer your Card and provide related services. We and our service providers will rely on you to ensure that your Cardholder data is accurate, complete and up to date. You will promptly inform us (by contacting Purewrist of any changes to your Cardholder Information or if you discover any errors in your Cardholder Information. You may communicate with us through our Website with regards to requests to access information related to you that we have obtained. If such information is obtained from providers of identity verification data and demographic information, we will inform you of your right of access and correction in relation to the file held by the personal information agent and will indicate to you the manner in which and the place where you may have access to the reports or recommendations and cause them to be corrected, where necessary.

14.4 We and our service providers may use your Cardholder data (including your telephone and mobile phone numbers and your email addresses) to contact you, including by regular and electronic mail, telephone call and instant messaging, regarding your Card and related matters, regardless of whether you incur any long distance or usage charges as a result.

14.5 We and our service providers may monitor and record our communications and correspondence with you (including emails, online chats and telephone calls) for quality assurance, staff training and legal compliance purposes.

14.6 As indicated above, you may withdraw your consent to the collection, use and disclosure of your Cardholder Information at any time by contacting Purewrist and cancelling your Card and all related services from Purewrist. If you withdraw your consent, we will continue to collect, use, disclose and retain your Cardholder Information for as long as may be reasonably required to perform services relating to the cancellation of your Card, to protect against fraud and for legal compliance purposes, to perform and enforce this Agreement, to protect and enforce our legal rights and for other purposes required or permitted by applicable law.

14.7 In addition to the above, if you consent to another third party collecting and using your personal data (including Cardholder Information) for their own purposes (not as a service provider to Purewrist), including to send marketing and promotional messages to you, then we will not have any control over, and will not be responsible or liable for, the collection, use,

disclosure and retention of your personal information by the third party, the marketing or promotional messages that they send to you, or any other wrongful act or omission by the third party.

14.8 The restrictions and requirements described above do not apply to Cardholder data that is aggregated or otherwise de-personalized and does not identify you.

15. Confidentiality

We may disclose information to third parties about your Account or the transactions you make from the use of your Account solely:

1. Where it is necessary for completing transactions
2. In order to verify the existence and condition of your Account for a third party, such as merchant;
3. In order to comply with government agency or court orders, or other legal reporting requirements;
4. If you give us your written permission; or
5. To our employees, auditors, affiliates, service providers, or attorneys as needed. Please see our Privacy Policy, available at _____ for further details.

16. Our Liability for Failure to Complete Transactions

If we do not complete a transaction to or from your Account on time or in the correct amount according to this Agreement with you, we will be liable for your losses and damages proximately caused by us. However, there are some exceptions. We will not be liable, for instance:

1. If, through no fault of ours, you do not have enough funds available in your Account to complete the transaction;
2. If a merchant refuses to accept your Account;
3. If an electronic terminal where you are making a transaction does not operate properly and you knew about the problem when you initiated the transaction;
4. If access to your Account has been blocked after you reported your Account lost or stolen;
5. If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
6. If we have reason to believe the requested transaction is unauthorized;
7. If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken;
8. Any other exception stated in our Agreement with you.

17. Lost or Stolen Accounts; Unauthorized Transactions

Replacement Accounts/PIN : You agree to use your best efforts to safeguard your Account, to keep the Card, the security details relating to the Card and any PIN safe and secure. The Card comes with a pre-selected PIN but you can change the PIN issued with the Card. The PIN is optional and is provided solely for your use and security when purchasing goods or services

where applicable. If you believe your Account or Account number has been lost or stolen or you need a replacement Account, contact us immediately by calling Purewrist. You should also call the number if you believe a transaction has been made using the information from your Account without your permission. If you forget the PIN, you can obtain a reminder through the Purewrist Website or by calling Purewrist at any time. The PIN may be disabled if an incorrect PIN is entered three (3) times. If the PIN is disabled, please contact Purewrist at any time for assistance. There may be a delay in reactivating the PIN and we may not be able to reactivate if you are abroad.

Your Liability for Unauthorized Transactions: We recommend that you review your transaction history regularly. Tell us, AT ONCE, if you believe your Account or Account number has been lost or stolen or of any unauthorized transactions. Telephoning us at Purewrist is the best way of keeping your possible losses down. You could lose all the money in your Account. If you tell us within two (2) business days after you learn of the loss or theft of your Account or Account number, you are responsible for no more than \$50 if someone used your Account or Account number without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Account or Account number, and we can prove we could have stopped someone from using your Account or Account number without your permission if you had told us, you could lose as much as \$500. We may require you to provide a written statement regarding claims of unauthorized transactions. Also, if your electronic history shows transactions that you did not make, tell us at once. If you do not tell us within 60 days of the date the first unauthorized transaction could be viewed in your electronic history, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from spending the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we may extend the time periods for a reasonable period. Otherwise you are liable for unauthorized transactions if we can prove that (i) you have consented to the misuse of the Card and /or PIN, (ii) you have acted fraudulently and/or (iii) you interfered with or allowed anyone to interfere with any integrated circuit in the Card.

18. Other Terms

Your Account and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement without your consent. Use of your Account is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at anytime. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Ohio except to the extent governed by federal law.

19. Amendment and Cancellation

We may amend or change the terms of this Agreement including any Fee at any time without prior notice to you except as required by applicable law. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Account or this Agreement at any time without prior notice to you except as required by applicable law. You may cancel this Agreement by notifying us at Purewrist or

through the Purewrist Website. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

In the event that your Account is cancelled, closed, or terminated for any reason and you have registered your Account number with your personal information, you may request the unused balance to be returned to you. It may take up to 30 days after account closure to return any unused balance. Should your Incentives Account lapse or be terminated (for example, if there is suspected fraud or unauthorized activity), we will also close your Account.

20. Information About Your Right to Dispute Errors

In case of errors or questions about your Account telephone us or write us at Purewrist as soon as possible, if you think an error has occurred in your Account. We must hear from you no later than 60 days after the earlier of the date the transaction could be viewed in your electronic history. You will need to tell us the following: (1) your name, (2) your Account number, (3) why you believe there is an error, (4) the dollar amount involved, and (5) approximately when the error took place. If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days. If we ask you to put your complaint or question in writing and you do not provide it within sixty (60) calendar days of the date of the transaction in error, we may not credit your Account. Once your written dispute has been received, we will determine whether an error occurred within sixty (60) calendar days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to ninety (90) days to investigate your complaint or question. If we decide to do this, we will notify you verbally or in writing. For errors involving new Accounts, we may take up to ninety (90) days to investigate your complaint or question. If we ask you to put your complaint or question in writing and you do not provide it within sixty (60) calendar days of the date of the transaction in error, we may not credit your Account.

You agree to cooperate with any investigation we may make. We will tell you the results within three (3) business days after completing the investigation. If we determine an error has occurred, we will credit the transaction in error upon completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting us at the phone number or address listed at the beginning of this section.

21. Customer Service

For customer service or additional information regarding your Account, please call us at Purewrist or use the contact form on the Purewrist Website.

22. Telephone Monitoring/Recording

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

23. No Warranty Regarding Goods and Services

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Account.

24. Arbitration

As used in the Arbitration Provision, the terms “we” and “us” shall for all purposes mean Purewrist and/or the Bank, and their wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors and representatives. In addition, “we” or “us” shall include any third party using or providing any product, service or benefit in connection with any Accounts (including, but not limited to Purewrist, merchants who accept the Account, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms “you” or “yours” shall mean all persons or entities approved by us to have and/or use a Account, including but not limited to all persons or entities contractually obligated under any of the Agreements and all additional cardholders.

Any claim, dispute, or controversy (“Claim”) arising out of or relating in any way to: i) this Agreement; ii) your Account; iii) your Account of any additional cardholders designated by you; iv) your receipt of the Card; v) your usage of the Card; vi) the amount of available funds in the Card; vii) advertisements, promotions or oral or written statements related to your Account, as well as goods or services purchased with your Account; viii) the benefits and services related to your Account; or ix) transaction on your Card, no matter how described, pleaded or styled, shall be **FINALLY** and **EXCLUSIVELY** resolved by binding individual arbitration conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules. This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16).

We will pay the initial filing fee to commence arbitration and any arbitration hearing that you attend shall take place in the federal judicial district of your residence.

ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.

For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: AAA, at 335 Madison Avenue, New York, NY 10017 or at

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

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION OR PRIVATE ATTORNEY GENERAL ACTION OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.

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

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO *NOT* ACTIVATE OR USE THE CARD. SAVE YOUR RECEIPT AND CALL US AT 866-882-0410 TO CANCEL YOUR VIRTUAL ACCOUNT AND TO REQUEST A REFUND.

This cardholder agreement is effective _____