

**PAYFORWARD® LINKED CARD VIRTUAL ACCOUNTHOLDER AGREEMENT IMPORTANT TERMS AND CONDITIONS
PLEASE READ CAREFULLY**

Current as of February 28, 2019

BY REGISTERING FOR THE PAYFORWARD REWARDS SERVICE, YOU WILL HAVE THE OPTION TO LINK AN ELIGIBLE* VISA® CARD AND/OR A MASTERCARD® TO THE PAYFORWARD PLATFORM. YOUR REGISTRATION AUTHORIZES PAYFORWARD TO SET UP A VIRTUAL ACCOUNT ON YOUR BEHALF. THIS ACCOUNT HOLDS THE REWARDS YOU EARN WHEN YOU PAY WITH YOUR LINKED CARD AT PAYFORWARD CORPORATE PARTNER LOCATIONS. THE VIRTUAL ACCOUNT ALSO ENABLES YOU TO PARTICIPATE IN OTHER FINANCIAL FEATURES OF PAYFORWARD SUCH AS ALLOCATING TO CAUSES, TRANSFERRING FUNDS TO YOUR BANK ACCOUNT, AND TRANSFERRING FUNDS TO AND FROM OTHER PAYFORWARD MEMBERS. FUNDS IN YOUR VIRTUAL PAYFORWARD ACCOUNT ARE HELD BY PAYFORWARD'S SPONSOR BANK, STRIDE BANK, N.A., AND ARE FDIC INSURED.

*Not all types of payment cards are eligible for this Program. Please read the PayForward Legal Disclosures, which can be found on PayForward.com, for details.

NOTICE: THIS ACCOUNTHOLDER AGREEMENT CONTAINS AN ARBITRATION CLAUSE. PLEASE READ THIS PROVISION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS. IT PROVIDES THAT ANY CLAIM RELATING TO YOUR ACCOUNT MAY BE RESOLVED BY BINDING ARBITRATION. YOU ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT, AND ARBITRATION DECISIONS ARE SUBJECT TO VERY LIMITED REVIEW.

CLAIMS MAY BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS. YOU EXPRESSLY WAIVE ANY RIGHT THAT YOU MAY HAVE TO ARBITRATE A CLASS ACTION. IF EITHER PARTY CHOOSES TO ARBITRATE A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIM. THE TERMS OF THE ARBITRATION CLAUSE APPEAR AT THE END OF THIS AGREEMENT.

This agreement may change from time to time; please visit PayForward.com to view the most recent version.

1. Terms and Conditions. This Accountholder Agreement ("Agreement") governs the use of your PayForward Virtual Account ("Account"). This agreement does *not* cover the use of your linked credit or debit cards, which is governed by the terms of your cardholder agreement from each issuing institution.

By opening the Account, using, or authorizing the use of the Account, you represent and warrant to us and agree that: (i) you are a U.S. citizen or legal alien residing in one of the 50 states or the District of Columbia; (ii) the personal information that you provide to us in connection with the Account is true, correct, and complete; (iii) You agree to appoint Stride Bank, N.A. as your agent to pool your funds, together with funds from other Cardholders and to deposit those funds at one or more FDIC insured banks, and obtain your funds from the pooled funds account(s) in order to transfer your funds as you may direct; and (iv) you received a copy of this Agreement and agree to be bound by and to comply with its terms, including the Arbitration Provision set forth below. This agreement outlines the terms and conditions, governing your use of the PayForward Account ("Account") issued by Stride Bank, N.A., Member FDIC and supersedes any terms and conditions that you may have previously received (the "Agreement"). **PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP IT FOR FUTURE REFERENCE.**

2. Definitions. "Account Number" means the 13 digit number used to identify your Account. Our "Business Days" are Monday through Friday excluding certain federal holidays. "Account" means the PayForward Virtual Account opened for you: the personalized account that you have after you sign up online (your "Personalized Account"). "Account" means the records we maintain to account for your available funds and transactions made using the PayForward service. "Account Number" is the 13-digit number that identified your Account; it appears on the PayForward web site and mobile application. "You" and "your" mean the person to whom the Account is registered and who is authorized to use the Account as provided by this Agreement. "We", "us", "our" and "Bank" means Stride Bank, N.A., its successors and assigns. "Servicer" means PayForward, which functions as an Account servicer on behalf of the Bank. "Employer" means the employer you work for. "Unauthorized Use" means that you did not provide, directly, by implication or otherwise, the right to use your Account and you received no benefit from the "unauthorized" purchase (failure to keep your PayForward login password secret will be considered as not safeguarding your Account).

3. Fee Schedule. All fees assessed by us are deducted from the available balance in your Account. If your Account does not have sufficient funds available to cover a fee, the amount of such fee will be deducted from any funds subsequently loaded to your Account. The fees that apply to your Account are as follows:

All Fees

Amount

Details

Get Started

PayForward Account Opening	\$0.00	Fee charged for opening the PayForward Virtual Account
Monthly Usage		
Monthly Fee	\$0.00	Monthly Maintenance Fee
Add Money		
Direct Deposit	\$0.00	Direct Deposit of Payroll
Funding from a Bank Account	\$0.00	Bank-to-Account Transfers (ACH)
Spend Money		
Linked Card Purchases	\$0.00	Using your linked cards at point-of-sale within the United States
Information		
Automated & Live Agent Phone Calls	\$0.00	No fee for automated service or contact with a live agent.
Email and Text Message Alerts	\$0.00	Standard text messaging rates may apply.
Mobile Application	\$0.00	Standard data rates and service carrier fees may apply.
Mailed Periodic Statement Fee	\$0.00	Statement will be printed and mailed on request each month.
Other		
Inactivity Fee	\$2.00	Charged per month after 12 months of no activity.
Paper Check Fee	\$10.00	Per paper check requested.

Your funds will be held at Stride Bank, N.A. , an FDIC-insured institution. Your funds are insured up to \$250,000 by the FDIC in the event Stride Bank, N.A. fails, if specific deposit insurance requirements are met. See [fdic.gov/deposit/deposits/prepaid.html](https://www.fdic.gov/deposit/deposits/prepaid.html) for details.

There are no overdraft/credit features.

Contact PayForward Member Services by calling 844-944-9273, by email at Support@PayForward.com, by mail at PO Box 2155, Sioux Falls, SD 57101 or visit [PayForward.com](https://www.payforward.com).

For general information about financial accounts, visit [cfpb.gov/prepaid](https://www.cfpb.gov/prepaid). If you have a complaint about your PayForward account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit [cfpb.gov/complaint](https://www.cfpb.gov/complaint).

4. Account Description. The Account is a reloadable account. The Account allows you to access funds loaded or deposited to your Account by you or on your behalf. Your Account does not constitute a checking or savings account and is not connected in any way to any other account you may have. The Account is not a gift account, nor is it intended to be used for gifting purposes. The Account is not a credit account. You will not receive any interest on the funds in your Account. The funds in your Account will be insured to the maximum limit provided by the Federal Deposit Insurance Corporation (FDIC) provided we have been able to fully verify your identity. Your funds will never expire. The Account is not transferable, may not be traded or sold and, subject to applicable law, may be cancelled or revoked at any time without prior notice.

5. Verification of Identity. The USA PATRIOT Act is part of a federal law (the Bank Secrecy Act) that requires all financial institutions to obtain, verify and record information that identifies each person who opens an Account (“Verification Information”). What this means for you: When you open an Account, we require your name, physical address, and date of birth and other information that will allow us to reasonably identify you. We may also ask to see your driver’s license, Social Security account, or other identifying documents at any time. Upon successful verification, you will be able to use your Account via the methods detailed within this Agreement.

6. Account Access. Subject to the limitations set forth in this Agreement, once your Account has been successfully activated and your identity verified, you may use your Account or Account Number, as applicable, to facilitate payment instructions that you give us that can include: (1) add funds to your Account (see section below labeled “Adding Funds to Your Account”), and (2) transfer funds between Accounts or from your Account to your bank account, as long as you do not exceed the value available in your Account. There may be fees associated with some of these transactions. For fee information, see the Fee Schedule above.

If you exceed the available balance you shall remain fully liable to us for the amount of the transactions and any applicable fees and charges, and you agree to pay us immediately on demand. We may deduct the negative balance owing from any current or future funds loaded to your Account or any other account you activate or maintain with us. If your Account has a zero or negative balance, we may, at our option, cancel your Account without notice. You can get a receipt at the time you initiate a transaction and you should retain the receipt to verify your transactions. Some merchants may not provide paper receipts for small dollar transactions.

7. Limitations on Frequency and Dollar Amounts of Transactions. We impose certain limitations on the number or dollar amount of transactions you can make with your Account. Detailed at the end of this Agreement is a table of limitations that apply to the Account. For security reasons, we may further limit the number or dollar amount of transactions you can make with your Account. We may increase or decrease these limits from time to time in our sole discretion and, to the extent permitted by applicable law, without prior notice to you.

8. Adding Funds to Your Account. Adding funds is referred to as “loading”. Subject to the limitations in this Agreement, you may load funds to your Account at any time. All loads are subject to anti-fraud verification procedures that may delay access to the funds. You agree to meet identification requirements to complete load transactions as may be required from time to time. We also reserve the right to reject any requests to load funds to your Account in our sole discretion. All loads must be made in U.S. dollars. The maximum amount of funds you may load on a daily and monthly basis is described in the section below entitled “Account Limitations”. You cannot load funds to your Account at any ATMs. Funds may be loaded to your Account through the following means:

8.1 Bank-to-Account Transfers: Funds may be loaded to your Account by authorizing PayForward to transfer funds from your eligible linked bank account into your PayForward Account via ACH. To enable the ACH service, you will first be asked to verify your bank account on PayForward.com by confirming the amounts of two small trial deposits we apply to your bank account. Trial deposits are immediately reversed from your bank account.

8.2 Account-to-Account Transfers: Funds may be loaded to your Account by another PayForward Account holder transferring funds into your PayForward account via the PayForward web site or mobile application.

8.3 Cash Back: Funds may be loaded to your Account in the form of cash back rebates from merchants participating in PayForward’s Cash Back shopping program.

8.4 Incentive Rewards: Funds may be loaded to your Account by PayForward’s Enterprise Partners participating in various types of incentive reward programs benefitting PayForward members. Use of the funds may be restricted in certain programs. You must be affiliated with one of PayForward’s participating Enterprise Partners to receive incentive rewards.

9. Using Your Account for Purchases. You can use your Linked Visa and MasterCard cards to purchase goods and services from PayForward Merchant Partners. The maximum amount of purchases you may make on a daily and monthly basis is described in the section below entitled “Account Limitations”. Transactions you perform at PayForward Merchant Partners may earn cash back rebates that you can spend, transfer to your bank account, direct to causes, or send to other PayForward members.

Some merchants may elect to route your Linked Card transaction through a non-payment card network. In the event the merchant requests your PIN number, it is possible the merchant is attempting to route your transaction through a non-payment card network. When a transaction is routed through a non-payment card network, the PayForward system may not be able to capture the transaction details, and a rebate may not be earned as a result.

10. Our Liability for Failure to Complete Transactions. If we do not complete a transfer to or from your Account on time or in the correct amount according to our Agreement with you, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- If, through no fault of ours, you do not have enough money in your Account to make the transfer;
- If the electronic terminal where you attempted to make the transaction was not working properly and you knew about the problem when you started the transaction;
- If circumstances beyond our control (such as fire, flood, national emergency or computer or communication failure) prevent the transaction, despite reasonable precautions that we have taken;
- If a merchant refuses to accept your Linked Card;
- If access to your Account has been blocked after you reported your Account compromised;
- If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- If we have reason to believe the requested transaction is unauthorized; or
- as otherwise provided in this Agreement.

11. Limitations on Use. Only the person identified on the Account and/or has agreed to the terms and conditions may use it. We may refuse to process any cash back transaction that we believe may violate the law or the terms of this Agreement. If we suspect a transaction performed on your account to be fraudulent, for your protection and ours we may place a hold on your account, prohibiting further use until we complete an investigation of the incident. Should you ever find that your account is not working, please contact Member Services immediately at 844-944-9273 or email Support@PayForward.com.

12. Disclaimer of Warranties. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT OR REQUIRED BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING THE ACCOUNT OR THE QUALITY, SAFETY OR LEGAL STATUS OF ANY GOODS OR SERVICES PURCHASED WITH THE LINKED CARDS, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

13. Account Information and Periodic Statements. You may obtain information about the amount of money you have remaining in your account by calling 844-944-9273. This information, along with a 12-month history of account transactions, is also available online via the PayForward web site or Mobile Application. You also have the right to obtain at least twenty-four (24) months of written history of account transactions by calling 844-944-9273 or by writing us at PO Box 2155, Sioux Falls, SD 57101. You will not be charged a fee for this information.

14. Account Security. This Account may be accessed through the PayForward web site and mobile application via your User ID and Password. Therefore, if you reveal your password to others, someone will be able to use it. Protect your Account and Password at all times.

15. Your Liability for Unauthorized Transactions. Tell us AT ONCE if you believe that a transaction has been made without your permission. Your Account can be placed on hold by telephoning us at 844-944-9273. Notifying us as soon as you are aware that your Account has been compromised is the best way to minimize your possible losses. You could lose all the money in your Account. If you tell us within two (2) business days after you learn that your Account has been compromised you can lose no more than \$50 if someone used your Account or Access Information without your permission. If you DO NOT tell us within two (2) business days after you learn that your Account has been compromised, and we can prove that we could have stopped someone from using your Account or Access Information without your permission if you had told us, you could lose as much as \$500. If your Account is a Virtual Account, you will not be liable for the amounts stated above provided that the following preconditions are met: (i) Your Account is in good standing; (ii) You have exercised reasonable care in safeguarding your Account from any Unauthorized Use (e.g. you were not grossly negligent or fraudulent in the handling of your Account); and You have not reported two or more unauthorized events in the past twelve (12) months. Also, if your online or paper transaction history shows transactions you did not make, including those made by Account, code or other means, tell us at once. If you do not tell us within 60 days from the earlier of: (i) the date you electronically access your Account, if the unauthorized transaction could be viewed in your electronic history; or (ii) the date we sent the FIRST written history on which the unauthorized transaction appeared, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking 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 will extend the time periods.

16. No Warranty of Availability or Interrupted Use. From time to time, the Account service may be inoperative, and when this happens, you may be unable to use your Account or obtain information about your Account balance. Please notify us immediately if you have any problems using the Account. By use of the Account, you agree and accept that we are not responsible for any interruption of service.

17. Error Resolution. In Case of Errors or Questions About Your Account, telephone us at 844-944-9273, write us at PO Box 2155, Sioux Falls, SD 57101, or email us at Support@PayForward.com as soon as you can, if you think an error has occurred in your Account. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at 844-944-9273 or writing us at PO Box 2155, Sioux Falls, SD 57101. You will need to tell us:

- Your name and account number.
- Why you believe there is an error, and the dollar amount involved.
- Approximately when the error took place.

If you tell us orally, we require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) business days for the amount you think is in error, so that you will have access to the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. We may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

If you need more information about our error-resolution procedures, call us at 844-944-9273, email us at Support@PayForward.com, or write to us at PO Box 2155, Sioux Falls, SD 57101.

18. Recurring Transactions. If you intend to use the Account for recurring transactions, you should monitor your balance and ensure you have funds available in your Account to cover the transactions. "Recurring Transactions" are transactions that are authorized in advance by you to be charged to your Account at substantially regular intervals. If these Recurring Transactions may vary in amount, the person you are going to pay should tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.) If you have told us in advance to make Recurring Transactions from your Account, you can stop the

payment by calling us at 844-944-9273 or writing us at PO Box 2155, Sioux Falls, SD 57101 in time for us to receive your request at least three (3) business days before the scheduled date of the payment. If you call, we also may require you to put your request in writing and get it to us within fourteen (14) days after you call. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we may be liable for your losses or damages. If you have authorized a merchant to make the recurring payment, you should also contact the applicable merchant in order to stop the transaction.

19. Address or Name Changes. You are responsible for notifying us of changes in your mailing address, email address or telephone number within two weeks of the change. Any written communications with you will be only by use of the most recent mailing address, email address and telephone number that you provided and you agree that any notice or communication sent to the mailing address, email address or telephone number noted in the account records shall be effective unless a notice is received from you. Failure to promptly notify us of changes in your contact information may result in information being mailed or delivered to the wrong person or your transactions being declined. Any notice given by us shall be deemed given to you if mailed to you at the last U.S. mailing address furnished by you for the Account. You agree that we may accept changes of address from the U.S. Postal Service. You also agree that if you attempt to change your address to a non-U.S. address, your Account may be cancelled and funds returned to you in accordance with this Agreement.

20. Unclaimed Property. If there is no record of Account activity for an extended period of time, applicable state law may require the Bank to report the balance on the Account as unclaimed property. If this occurs, we may try to locate the owner of the Account at the address shown in our records. If we are unable to locate you, we may be required to deliver any value remaining on the Account to the state as unclaimed property.

21. Changing the Terms and Conditions, Amendment and/or Cancellation. Subject to the limitations of applicable law, we may change the terms of, or add new terms to, the terms of this Agreement at any time, or close or suspend your Account, with or without cause, and without giving you notice. We may not give you advance notice if we need to make the change immediately in order to comply with applicable law or to maintain or restore the security of the Account or any related payment system. If any such change becomes permanent and disclosure to you of the change would not jeopardize the security of the Account or any related payment system, we will provide notice to you within 30 days from the making of the change or as otherwise permitted or required by law. Any changes to the Terms and Conditions are maintained online after logging into your Account and replace any previous Agreement of this Account. In addition, we may suspend, cancel, add, modify or delete any feature offered in connection with your Account at our sole discretion at any time, with or without cause, and without giving you notice, subject to applicable law. If we cancel your Account, any available funds remaining on the Account upon such cancellation, after payment of all applicable charges and fees, will be returned to you unless we have reason to believe you have engaged in fraudulent or illegal activity. You may cancel this Agreement by telephoning or writing us and you may be charged a Balance Refund Check fee (see Schedule of Fees above). Upon cancellation, you will no longer be able to use the Account and it should be destroyed. A paper check for the balance remaining in your Account less any applicable Balance Refund Check Fee will be mailed to you. Your cancellation of the Agreement will not affect any of our rights or your obligations that arose prior to the cancellation.

22. Communications: If you provide us with your mobile phone number or contact us from your mobile number, you expressly agree that you are providing this phone number for us or any third party acting on our behalf to contact you at this number. You agree that we may use this phone number to contact you for any business purpose about your Account and you agree to be responsible for any fees or charges you incur as a result of providing this information. You may request this number not be used. We may offer options that allow you to receive or access text messages or other electronic communications from your mobile phone. By enrolling for these types of communications, you understand and agree to be responsible for any fees or charges you incur as a result of this enrollment. You agree that we may contact you from time to time regarding your Account in any manner we choose unless the law says we cannot. For example, we may contact you by mail, telephone, email, fax, recorded message, text message, by using an automated dialer device. We may contact you at home, at your place of employment, on your mobile telephone, at any time including weekends and holidays, at any frequency and leave prerecorded messages or messages with others. When we attempt to contact you, we may identify ourselves, our relationship and our purpose for contacting you even if others might hear or read it. Our contacts with you about your Account are not unsolicited. We may monitor or record any conversation or other communication with you.

23. Account Valid Thru Date. The Account is valid and usable until it is past the expiration date embossed on the Account. If there is a balance remaining after the expiration date, your account will be subject to an Inactivity Fee as described in the Fee Schedule in Section 3 above. For a period of 24 months, or longer where required by law, you may call our customer service center at the number on the back of your account and request that the remaining balance be transferred to a new Account or refunded to you. There may be a fee to reissue a replacement account and/or a Refund Balance Check fee to close your Account and issue a paper check.

24. Data Protection and Privacy. The Bank knows that your privacy is very important. As such, safeguarding your privacy will always be one of our highest priorities. A copy of the Bank's Privacy Notice is included in your Account packaging. Please review it. It may also be found on the account holder website along with a copy of this Agreement. If you have any concerns about our policy, please contact us at the Contact Information listed below. We reserve the right to modify or supplement our Privacy Notice at any time. Our Privacy Notice is posted on the account holder website and you agree to review it on at least an annual basis. We will disclose information to third parties about your

account or the transfers you make: (i) where it is necessary for completing transfers; (ii) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (iii) in order to comply with government agency or court orders; or (iv) if you give us written permission.

25. Governing Law/Jurisdiction. This Agreement will be governed by and interpreted in accordance with Federal law and, to the extent Federal law does not apply, by the laws of the State of Oklahoma. You consent and submit to the exclusive jurisdiction of the state and federal courts located in Oklahoma with respect to all controversies arising out of or in connection with the use of the Account and this Agreement that are not subject to arbitration or to any proceedings to enforce the arbitration provision or to confirm or vacate an arbitration award.

26. Void Where Prohibited. Not all services described in this Agreement are available to all persons or at all locations. We reserve the right to limit, at our sole discretion, the provision of any such services to any person or in any location. Any offer of a service in this Agreement shall be deemed void where prohibited.

27. Assignability. The Bank may transfer our rights under this Agreement at any time with or without providing prior notice to you of the assignment. You may not assign or transfer this Agreement or any of your rights or obligations under this Agreement. Any attempt to the contrary shall be null and void. This Agreement shall be binding on you, your executors, administrators, and any permitted assigns.

35. Limited Liability. UNLESS OTHERWISE REQUIRED BY LAW OR THIS AGREEMENT, WE WILL NOT BE LIABLE TO YOU FOR: DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, OR RIOTS; THE FAILURE OF MERCHANTS TO HONOR THE ACCOUNT; THE FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES; COMMUNICATION SYSTEM FAILURES; OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, OR ANY PAYMENT SYSTEM. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE REQUIRED BY LAW. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOUR RECOVERY FOR ANY ALLEGED NEGLIGENCE OR MISCONDUCT BY THE BANK OR [INSERT SERVICER/PROGRAM MANGER] SHALL BE LIMITED TO THE TOTAL AMOUNT LOADED ON THE ACCOUNT.

28. Entire Agreement. This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to its subject matter and supersede any prior or contemporaneous understandings or agreements with respect to their subject matter.

29. Severability. If any of the terms of this Agreement are invalid, changed by applicable law or declared invalid by order of court or regulatory authority, the remaining terms of this Agreement shall not be affected, and this Agreement shall be interpreted as if the invalid terms had not been included in this Agreement.

30. Waiver. We do not waive our rights by delaying or failing to execute them at any time. To the extent permitted by law and as permitted by the Arbitration section below, you agree to be liable to us for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Account. If a court finds any provision of this Agreement invalid or unenforceable, such finding shall not make the rest of this Agreement invalid or unenforceable. To the fullest extent possible, any such provision shall be deemed to be modified so as to be rendered enforceable or valid; however, if such provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

31. Acknowledgment of Arbitration. Your Account is being made available and priced by the Bank on the basis of your acceptance of the following arbitration clause. By accepting your Account, you acknowledge that you are giving up the right to litigate Claims if either party elects arbitration of the Claims pursuant to this clause, except as otherwise expressly provided herein, and you hereby knowingly and voluntarily waive the right to trial of all Claims subject to this Agreement. You further acknowledge that you have read this arbitration provision carefully, agree to its terms, and are entering into this Agreement voluntarily and not in reliance on any promises or representations whatsoever except those contained in this Agreement.

ARBITRATION NOTICE

PLEASE READ THIS ARBITRATION PROVISION CAREULLY. THIS ARBITRATION CLAUSE SUBSTANTIALLY AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION, IN THE EVENT OF A DISPUTE.

Arbitration of Claims. Except as expressly provided herein, any claim, dispute or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present or future), including initial claims, counter-claims, cross-claims and third party claims, arising from or relating to (i) the Account; (ii) any service relating to the Account; (iii) the marketing of the Account; (iv) this Accountholder Agreement, including the validity, enforceability, interpretation, scope, or application of the

Agreement and this arbitration provision (except for the prohibition on class or other non-individual claims, which shall be for a court to decide); and (v) any other agreement or instrument relating to the Account or any such service (“Claim”) shall be decided, upon the election of you or the Bank (or PayForward or the Bank’s agents, employees, successors, representatives, affiliated companies, or assigns), by binding arbitration pursuant to this arbitration provision and the applicable rules and procedures of the arbitration administrator in effect at the time the Claim is filed. The American Arbitration Association (“AAA”) shall serve as the arbitration administrator. You may obtain copies of the current rules, forms, and instructions for initiating an arbitration with the AAA by contacting the AAA as follows: on the web at www.adr.org or by writing to AAA at 1633 Broadway, 10th Floor, New York, NY 10019.

Other Claims Subject to Arbitration. In addition to Claims brought by either you or the Bank, Claims made by or against the Bank or by or against anyone connected with you or the Bank or claiming through you or the Bank (including a second accountholder, employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy) shall be subject to arbitration as described herein.

Exceptions. You and we agree not to invoke our right to arbitrate any individual Claim you bring in small claims court or an equivalent court so long as the Claim is pending only in that court. This arbitration provision also does not limit or constrain the Bank’s right to interplead funds in the event of claims to Collateral Account funds by several parties.

Individual Claims Only. It is the intent of the parties to require Claims to be submitted to arbitration on an individual basis only. Claims subject to this arbitration provision may not be joined or consolidated in arbitration with any Claim of any other person or be arbitrated on a class basis, in a representative capacity on behalf of the general public or on behalf of any other person, unless otherwise agreed to by the parties in writing. However, co-applicants, second accountholders and authorized users of a single Account and/or related accounts are considered as one person, and the Bank, its officers, directors, employees, agents, and affiliates are considered as one person.

Arbitration Fees. If you initiate arbitration, the Bank will advance any arbitration fees, including any required deposit. If the Bank initiates or elects arbitration, the Bank will pay the entire amount of the arbitration fees, including any required deposit. Notwithstanding any provision of this arbitration provision or the rules and procedures of the arbitration administrator, the Bank will be responsible for payment and/or reimbursement of any arbitration fees to the extent that such fees exceed the amount of the filing fees you would have incurred if your Claim had been brought in the state or federal court nearest your residence with jurisdiction over the Claims.

Procedure. A single arbitrator will resolve the Claims. The arbitrator will be a lawyer with at least ten years’ experience or who is a former or retired judge. The arbitration shall follow the rules and procedures of the arbitration administrator in effect on the date the arbitration is filed, except when there is a conflict or inconsistency between the rules and procedures of the arbitration administrator and this arbitration provision, in which case this arbitration provision shall govern. Any in-person arbitration hearing for a Claim shall take place within the federal judicial district in which you live or at such other reasonably convenient location as agreed by the parties. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the “FAA”) and shall honor all claims of privilege and confidentiality recognized at law. All statutes of limitations that would otherwise be applicable shall apply to any arbitration proceeding. The arbitrator shall be empowered to grant whatever relief would be available in court under law or in equity. At the request of any party, the arbitrator will provide a written explanation of the basis for the disposition of each claim, including written findings of fact and conclusions of law. This arbitration provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the FAA.

Survival of Arbitration. 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 iv) closing of the Account. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

This Account is issued by Stride Bank, N.A, Member FDIC, pursuant to a license by Virtual® U.S.A. Inc. Virtual® is a registered trademark of Virtual® U.S.A. Inc.

32. Account Limitations

<i>Balance Limit</i>		
Maximum Account Balance	\$10,000	
<u>Type</u>	<u>Limit /Day</u>	<u>Limit/Month</u>
<i>Account Loading</i>		
Direct Deposit	\$7,500	\$15,000
Bank-to-Account Transfer (ACH)	\$1,000	\$15,000
<i>Transfers</i>		
Account-to-Account (Sender)	\$1,000	\$6,000
Account-to-Account (Receiver)	\$2,000	\$15,000

Account-to-Bank	\$1,000	\$5,000
Spending Money Using Linked Cards		
Retail Purchases	\$3,000	\$15,000
Online or Telephone Purchases	\$3,000	\$15,000

33. Contact Information

Use the 'Contact Us' feature from any of the below locations.

Mobile App: PayForward Mobile Application, available for download from your app store on your smart device.
Or follow the Apple and Android links on PayForward.com.

Accountholder Website: PayForward.com

Phone: 844-944-9273

Email: Support@PayForward.com

In Writing to: PayForward Member Services
PO Box 2155
Sioux Falls, SD 57101

Issuing Bank Mailing Address:
Stride Bank, N.A., Payments Division
PO Box 3003
Enid OK 73703

34. Hours of Operation

Integrated Voice Response (IVR) Phone Platform	24 hours a day, 7 days a week
PayForward.com web site and mobile app	24 hours a day, 7 days a week
Member Services Agents	8:30 a.m. - 8 p.m. Eastern Time 7 days a week
Member Services Agents - Bank Holidays	Closed

Hours of Operation are subject to change. Please visit PayForward.com for the current hours.