

Master Services Agreement

Last modified: September 30, 2022 ([view archived versions](#))

This Master Services Agreement (the “**Agreement**”) is entered into by and between **Prepaid Expense Card Solutions, Inc. d/b/a PEX**, a Delaware corporation with a business address of 462 7th Avenue, 21st Floor, New York, NY 10018 (“**PEX**”), and the customer whose authorized representative is entering into this Agreement (“**Customer**”), and is effective as of the date that a PEX Account or Credit Line is opened (the “**Effective Date**”). **FOR CLARITY, BY CLICKING THE “I ACCEPT” BUTTON AND USING THE SERVICES, YOU ACKNOWLEDGE THAT YOU ARE AN AUTHORIZED REPRESENTATIVE OF THE CUSTOMER, YOU HAVE READ AND UNDERSTAND THIS AGREEMENT, AND CUSTOMER IS AGREEING TO BE BOUND BY AND SUBJECT TO EACH OF THE TERMS AND CONDITIONS OF THE SERVICES USED BY CUSTOMER, AND OBLIGATIONS OF THIS AGREEMENT. FROM TIME TO TIME, PEX WILL NOTIFY CUSTOMER OF MATERIAL CHANGES TO THE SERVICES OR THE AGREEMENT, AND YOUR CONTINUED USE OF THE SERVICES AFTER THE EFFECTIVE DATE OF ANY SUCH CHANGE WILL CONSTITUTE YOUR ACCEPTANCE OF SUCH CHANGE. IF YOU DO NOT ACCEPT THESE TERMS, YOU ARE NOT AUTHORIZED TO USE THE SERVICES OR PLATFORM.** Capitalized terms used but not defined in the body of the Agreement will have the meanings assigned to them in **Exhibit A** (Definitions). This Agreement replaces any previous versions of the Agreement prior to September 30, 2022.

WHEREAS, PEX has developed, owns, and operates a suite of managed services (each, a “**Service**”; and collectively, the “**Services**”) and a proprietary software platform (the “**Platform**”); and

WHEREAS, Customer desires to use all or a portion of such Services and the Platform, and PEX is willing to provide access to the Platform and perform the Services, all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual undertakings, representations, warranties, covenants, and agreements herein contained, and for good and valuable consideration, the receipt and sufficiency of which hereby are acknowledged, the parties agree as follows:

1. **Services**. During the Term of this Agreement, which begins once a customer relationship between PEX and the Customer has been



obligated to perform any of the services outlined herein even if Customer has electronically signed this Agreement.

The Customer begins its application for a PEX Account and/or Credit Line with the Customer’s certification, via an electronic signature, that Customer has read, understands, and agrees to the terms and conditions of this Agreement, subject to PEX completing the approval process and accepting the Customer’s application. For clarity, PEX will not be bound to the terms and conditions of this Agreement until all of the following have been completed: 1) the Customer has submitted a completed Prepaid Expense Program, Prepaid Disburse Program, or Credit Expense Program Customer Application Form; 2) the Customer Application Form and its contents have been reviewed and evaluated by PEX; and 3) PEX has approved Customer for the Program and services Customer applied for. Only then will PEX and the Customer have formed a customer relationship that binds both parties to the terms and conditions of this Agreement (the “**Effective Date**”).

The Service Schedules contained herein outline details pertaining to the specific Programs offered by PEX and its banking partners. Customers may apply for one PEX Program at a time. PEX’s approval of one of Customer’s applications will only bind PEX to the General Terms and Conditions and to the Service Schedule of the Program the Customer applied, and was approved, for.

2. **Change Requests** All change requests originating from Customer after the initial baseline project scope under a Service Schedule (which baseline project scope will be deemed to include Platform-related releases and maintenance point releases which are made generally available and at no additional charge to other customers) must be documented in writing. Upon its receipt of a change

request, PEX will provide a scope assessment to include expected development hours, cost, and expected completion date. Development hours will be charged at PEX's then-applicable rate card rates. All change orders must be mutually agreed upon by each of the parties in writing prior to commencement of work and will be an addendum to the applicable Service Schedule.

To the extent there are any conflicts or inconsistencies between the terms or conditions of this Agreement and any Service Schedule, the provisions of the Service Schedule will govern and control solely with respect to such Service Schedule.

3. **Compensation; Expenses and Fees.** In consideration for the Services provided hereunder, during the Term of this Agreement, Customer will pay PEX the fees in the amounts, on the timing, and in the manner as provided in the standard pricing plan selected by Customer, as more fully set forth in the pricing schedule located at pexcard.com/pricing, as the same may be updated by PEX from time to time, and as the same may otherwise be modified or supplemented in a Service Schedule or by mutual written agreement by PEX and Customer (collectively, the "**Applicable Fees**"). The Applicable Fees are earned in full at the time Services are provided and are not subject to refunds or credits.

a. **Fees.** PEX will charge and Customer will pay the Applicable Fees during the Term.

b. **Taxes.** Customer will be responsible for, and shall promptly remit to the appropriate taxing authorities, all sales, use, excise, ad valorem, value-added or other similar taxes, assessments, or duties imposed by any government agency (including any interest and penalties imposed thereon) that are based on any Services provided by PEX to Customer pursuant to this Agreement, but specifically excluding income taxes payable by PEX.

4. **Term; Termination.** This Agreement will be in effect for the period commencing on the Effective Date through and including the first anniversary of such date (the "**Initial Term**"), and automatically renewing for additional one (1) year terms unless either party provides prior written notice of non-renewal at least one hundred twenty (120) days prior to any anniversary renewal date (all such renewals, together with the Initial Term, the "**Term**"). The termination, non-renewal, or expiration of any single Service Schedule issued under this Agreement will not have the effect of terminating this Agreement or any other Service Schedule. In the event that this Agreement expires, is terminated, is not renewed, or expires pursuant to its terms, and any Service Schedule(s) hereto are intended to continue after the effective date of such termination or expiration, then each such Service Schedule will be deemed to incorporate the terms of this Agreement for the duration of the applicable Service Schedule term, without the requirement of any further notice or action by either party.

a. **Termination For Cause.** In the event that either party (a) commits a material breach of the terms or conditions of this Agreement, or a Service Schedule, and fails to cure such material breach within thirty (30) days after it receives notice from the non-breaching party specifying in reasonable detail the nature of the material breach and remedy sought, then the non-breaching party may give written notice of its intention to terminate this Agreement, or the relevant Service Schedule, as applicable, at any time within thirty (30) days after the 30-day cure period has expired without cure, which termination may be effective immediately; or (b) commits an act of bankruptcy, becomes insolvent or bankrupt, or is declared bankrupt or insolvent according to law, whether voluntarily or involuntarily, then the defaulting party promptly will notify the other party and the non-defaulting party may elect, then or at any time thereafter but prior to the curing of the event of default, to give written notice of its intention to terminate this Agreement or a Service Schedule, which will be effective immediately; in each case without prejudice to any remedies for any and all claims held by the terminating party against the other, which claims will immediately become due and payable upon the effective date of termination. For the avoidance of doubt, in the event of an uncured breach limited to an individual Service Schedule, then only the Service Schedule subject to the breach may be terminated unless the Service Schedule also expressly permits termination of the Agreement and each of the other Service Schedules.

b. **Effect of Termination.** Upon expiration or termination of this Agreement, Customer's and its Administrator Users' use of, and access to, the Services will immediately cease. Termination of this Agreement will not limit either party from pursuing any remedies available to it, including injunctive relief, or relieve Customer of its obligation to pay all fees that have accrued, have been paid, or have become payable by Customer hereunder prior to the effective date of termination. If your PEX Account is canceled due to termination of this Agreement, you must destroy your cards.

5. **Platform Access.** During the Term, PEX grants Customer a non-exclusive, non-transferable, limited license to use the Platform solely and exclusively for use in connection with the delivery of the Services under this Agreement in the Territory. This license does not grant to Customer or any other party any right to copy, modify, enhance or transfer the Platform or otherwise disclose confidential information about the Platform to any third party. Title to the design and ownership of the Platform including all code, data, documents and information embodied in the Platform is and will remain vested in PEX or PEX's licensors. PEX will own all rights, title, and interest, including all intellectual property rights, in and to any improvements to the Platform or the Services, or any new programs, upgrades, modifications or enhancements developed by or on behalf of PEX in connection with the Platform or the Services (collectively "**Modifications**"), even when such Modifications directly or indirectly result from or are related to Customer's request.

6. **Copyright and Trademarks.** The content, organization, graphics, design, compilation, magnetic translation, digital conversion ("**Materials**") and other matters related to PEX's website, the Platform, the Services, and PEX are protected under applicable copyrights, trademarks, and other intellectual property and proprietary rights, whether or not registered or applied for under applicable law. The copying, redistribution, use, or publication by Customer of any part of PEX's Materials, except as allowed by this Agreement, is strictly prohibited. Customer expressly acknowledges and agree that it does not by virtue of this Agreement acquire any ownership rights to any content, documentation or other materials accessed through PEX's website, the Platform, the Services, or PEX, and as between the parties hereto, Customer acknowledges and agrees that PEX owns and will retain all of its right, title and interest in and to all intellectual property rights, content, marks and promotional or marketing materials, together with any Administrator User and other data collected

on the PEX website, or through the Platform or Services, during the Term hereof, and Customer will not make any claim to the contrary. The posting of information or materials on the PEX website, or through the Platform or the Services, does not constitute a waiver by PEX of any proprietary or other right PEX has in such information or materials. Nothing contained in this Agreement will be deemed to prohibit PEX from making use, in aggregated form, of non-personally identifiable data collected during operation of the Services. Each party will have the sole right to commence, prosecute, defend, and control any action relating to its respective Materials, and each party agrees to reasonably assist the other party in the prosecution of any infringement action or other action relating to the other party's Materials.

7. **License of Marks.** During the Term, Customer hereby grants to PEX a non-exclusive, royalty-free, worldwide license to use, host, display, reproduce, and transmit the Customer's Marks in connection with applicable PEX activities under this Agreement. PEX will comply with the standards established by Customer, identified as such and provided to PEX in advance of use of the Customer Marks by PEX. During the Term of this Agreement, Customer hereby acknowledges that PEX may use the phrase "Powered by PEX" on Cards, Customer sites on which the Services are offered, and in emails and other communications with Administrator Users related to the Services provided by PEX.

8. **Data Use and Security.** PEX will provide Customer with access to Customer account and transaction data and PEX Account controls. Customer agrees: (a) to comply with PEX security and privacy requirements as outlined in this Agreement or written policies that have been provided to Customer by PEX from time to time, and (b) for uses otherwise approved by PEX in advance. PEX may limit or remove Customer's access to data and/or the Platform at any time without notice if in PEX's discretion continuing to allow access poses a threat to the integrity or security of the Platform and/or if required to do so by the issuing Bank and/or Network.

9. **Representations and Warranties.** Except as expressly provided in this Section, neither party makes any other representations, guarantees, or warranties, either express or implied, to any matter including, without limitation, performance, results, merchantability, or fitness for a particular purpose. Each party represents and warrants to the other that: (a) it has the full power and authority to enter into this Agreement and to grant the rights granted herein; (b) the execution, delivery and performance of this Agreement by such party will not violate or conflict with the provisions of the charter documents or by-laws of such party or any agreement with any third party which would prevent such party from entering into this Agreement; and (c) the execution, delivery and performance of this Agreement by such party will not cause such party to be in breach or default under any agreement with any third party. Each party, and in the case of PEX, the Services, will comply in all material respects with all applicable federal, state and local laws and regulations in the performance of their respective obligations under this Agreement and will not be in breach of any third party rights, including intellectual property rights.

10. **Confidentiality.** The terms of this Agreement and any non-public information and/or materials provided by either party in connection with the performance of this Agreement are the confidential and proprietary information of the disclosing party. The receiving party will maintain the same in strict confidence and not disclose the same to any third party or use the same for any purpose other than the receiving party may disclose the information to an employee, consultant, or agent of such receiving party who is on a "need to know" basis necessary for the performance of the receiving party's obligations under this Agreement (each, a "Recipient"), provided that (A) the receiving party will require each such Recipient to be subject to this Agreement or confidentiality obligations at least as stringent as the terms of this Agreement, and (B) the receiving party will remain primarily responsible for any breach of this Agreement by any such Recipient. Such restrictions will not apply to information that (a) is or becomes in the public domain through no breach of this Agreement; (b) is independently developed by the receiving party (as evidenced by the contemporaneous written records of the receiving party); (c) is already known to the receiving party (as evidenced by the contemporaneous written records of the receiving party); (d) is obtained by the receiving party without restriction from a third party that lawfully and rightfully possesses such information and has not breached any obligations of confidentiality (as evidenced by the contemporaneous written records of the receiving party), or (e) is required to be disclosed by the receiving party to comply with applicable laws or governmental regulations, provided that the receiving party provides prior written notice of such disclosure to the disclosing party and takes reasonable and lawful actions to avoid and/or minimize the extent of such disclosure and takes reasonable and lawful actions to obtain an order or other reliable assurance that confidential treatment will be accorded to such portion of the information to be disclosed. To the extent PEX must provide any confidential information to any third parties (excluding any governmental, regulatory or other such agencies), PEX will require such parties to agree to substantially similar restrictions as set forth in the terms hereof.

11. **Limitation of Liability.** In no event will PEX, the Bank, or their respective parents, subsidiaries, or affiliates, or any of their respective directors, officers, employees, agents, contractors, or representatives, be liable for special, indirect, punitive, incidental, or consequential loss or damage of any kind including lost profits, revenue, data, or use by Customer or any third party, whether or not PEX or the Bank has advised Customer of the possibility of such loss or damage, including any arising out of or related to Customer's use of the Services. In states which do not allow the exclusion or limitation, PEX's and the Bank's aggregate liability each are limited to the maximum extent permitted by applicable law. Each of the parties agree that these limitations of liability are agreed allocations of risk and are reflected in the fees agreed upon by the parties. PEX and the Bank's aggregate liability arising with respect to this Agreement and the Service Schedule(s) will in no event exceed the total fees actually paid by the Customer during the six (6) months immediately preceding the date of notice of any claim for damages or \$50,000, whichever is less.

12. **Indemnification.** Customer will indemnify, defend, and hold harmless PEX and its parents, subsidiaries, and affiliates, and their respective directors, officers, employees, agents, and subcontractors, against all third party claims or actions ("**Claim**"), and any liabilities, losses, expenses, damages and costs (including, but not limited to, reasonable attorneys' fees) related thereto, to the extent same arise out of (a) any breach or alleged breach of such party's representations or warranties contained in this Agreement; (b) any liability arising from any violation of applicable laws or regulations by Customer; (c) Customer's failure to provide true and accurate information on its Customer Application Form or to update such information as required; or (d) claims arising from Customer's gross negligence, willful misconduct, or intentional breach. PEX will give prompt written notice, cooperation and assistance to Customer

relative to any such claim, action, or suit and Customer will have the option to undertake and conduct the defense of such claim or suit (including, without limitation, selecting in its sole discretion, counsel therefore) and to engage in settlement thereof, subject to the indemnified party's reasonable approval right over any such settlement.

The PEX party seeking indemnification (the "**Indemnitee**") must notify the Customer (the "**Indemnitor**") in writing, with reasonable promptness, of any Claim. However, failure to satisfy this condition precedent relieves the Indemnitor of its obligations to indemnify for a Claim only to the extent that the Indemnitor has been actually prejudiced by the Indemnitee's failure to give notice as required. The Indemnitee will reasonably cooperate with the Indemnitor, at the Indemnitor's expense, in the Indemnitor's defense or settlement of any Claim. For purposes of this Section, the Indemnitee may participate in the defense of any claim at its expense and through counsel of its own choosing. Any entry of any judgment or administrative order or entry into any settlement by the Indemnitor will require the prior written consent of the Indemnitee, such consent not to be unreasonably withheld or delayed; provided, however, that the Indemnitor may effect a settlement of an action without the Indemnitee's consent if the following conditions are met: (A) there is no admission of guilt or liability by the Indemnitee; (B) the sole relief provided is monetary damages that are paid in full by the Indemnitor; (C) the settlement and all discussions surrounding the settlement are kept confidential in accordance with a written confidentiality agreement and no press releases or other public statements are made about the settlement without the prior written consent of the Indemnitee; and (D) the Indemnitee is made aware of the proposed settlement as reasonably early as practicable, and the proposed settlement includes the claimant's or the plaintiff's unconditional written release of the Indemnitee from all liability in respect of the Claim.

13. **Publicity.** The parties will work together to issue publicity and general marketing communications concerning their relationship and other mutually agreed-upon matters, including without limitation a press release to announce the launch of the Services. During the Term, PEX may reference Customer and its use of the Services in publicity, general marketing, and business development activities, including, but not limited to, inclusion in logo walls, case studies, and other similar marketing materials to promote the Services, unless otherwise requested by Customer in writing.

14. **Independent Contractor.** The parties to this Agreement are independent contractors. None of the terms set forth in this Agreement will be construed as creating a partnership, joint venture, agency, master-servant, employment, trust, or any other relationship between the parties or any of their respective affiliates or employees. A party's employees are not eligible for, nor may they participate in, any employee benefit plans of the other party. Each party is solely responsible for paying any and all taxes (including social security and income) required by applicable law pertaining to its employees or payments or fees received under this Agreement.

15. **Notices.** All consents, approvals, permissions, agreements, notices and other communication required or permitted under this Agreement will be in writing and will be deemed delivered when given by nationally-recognized overnight courier, electronic mail, personal delivery, or first-class mail, postage prepaid, addressed to the intended party at the address set forth herein. Unless otherwise specified herein, such notices or other communications will be deemed effective (and to have been received): (a) on the business day delivered, or the date delivery is refused, if delivered personally or by confirmed electronic mail to the listed contact email address; (b) one (1) business day after being sent overnight, if sent by Federal Express or other generally recognized overnight carrier; or (c) three (3) business days after being deposited in the U.S. Mail, First Class, with postage prepaid. Notices to PEX will be sent to the attention of Chief Executive Officer. Notices to Customer will be sent to the attention of the Control Person.

16. **Force Majeure.** Neither party will be liable for, or be considered in breach of or default under this Agreement on account of, any delay or failure to perform as required by this Agreement as a result of any causes or conditions which are beyond such party's reasonable control and which such party is unable to overcome by the exercise of reasonable diligence, including without limitation any act of God, natural disaster, strikes, riot, general unavailability of the internet, acts of terrorism, war, civil commotion, insurrection, epidemic, pandemic, shortages or rationing of necessary goods or services, government action, or other similar events; provided, however, that the party so affected will resume its performance when such event has terminated or otherwise been resolved.

17. **Compliance with Law.** Each party agrees that it will perform its obligations hereunder in accordance with all applicable international, federal, state, and local laws, rules, and regulations now or hereafter in effect. In addition, Customer covenants and agrees that it will be solely responsible for implementing any necessary policies and procedures required to properly authenticate its Administrator Users for all purposes in connection with the provision of Services hereunder.

18. **Governing Law.** This Agreement will be governed by, construed and enforced in accordance with the laws of the State of New York, without regard to choice or conflict of law principles, and by the laws of the United States. Customer agrees and consents to the exclusive jurisdiction of the state and federal courts located in the Borough of Manhattan in New York City, New York in connection with any action or proceeding.

19. **Counterparts.** This Agreement may be executed in counterparts by each party and delivered by facsimile or electronic transmission, and such execution and delivery will be legally binding on the Customer to the same extent as if original signatures in ink were delivered in person. PEX will be legally bound to this Agreement once a Customer Application Form has been reviewed and approved by PEX. A facsimile or an electronic signature will be deemed as valid as an original signature.

20. **Miscellaneous.** This Agreement, together with the Customer Application Form submitted by Customer and materially relied upon by PEX, and each of the Exhibits and Service Schedules attached hereto, which are incorporated by reference and made a part hereof, constitutes the entire agreement between the parties with respect to its subject matter and supersedes all prior agreements or understandings between the parties, whether written or verbal, and will be binding upon each of the parties and their respective successors and permitted assigns. Customer may not assign or transfer this Agreement, in whole or in part, without the prior written consent of PEX. Except as expressly stated in this Agreement, no third party is or is intended to be a beneficiary to this Agreement. The

provisions of this Agreement may not be modified, amended, or waived, except by a written instrument duly executed by both parties. PEX will not be deemed to have waived any of its rights or remedies unless such waiver is in writing and signed by PEX. No delay or omission on the part of PEX in exercising its rights or remedies will operate as a waiver of such rights or remedies or any other rights or remedies. A waiver on any one occasion will not be construed as a bar or waiver of any rights or remedies on future occasions. The captions of sections hereof are included for convenience of reference only and will not control or affect the meaning or construction of any of the provisions of the Agreement. Should any part of this Agreement be held invalid or unenforceable, that portion will be construed consistent with applicable law as nearly as possible to reflect the original intent of the Agreement, and the remaining portions will remain in full force and effect.

EXHIBIT A

DEFINITIONS

The following terms will have the meanings ascribed to them in the Master Services Agreement, the applicable Service Schedule, Exhibit to the Master Services Agreement, or below, as the case may be.

1. **"Access Device"** has the meaning assigned in Section 9(a) (Access Device Requirements) of the General Terms and Conditions for Service Schedules.
 2. **"Access ID"** has the meaning assigned in Section 9(b) (Platform Access) of the General Terms and Conditions for Service Schedules.
 3. **"ACH Transfer"** means an automated clearing house electronic funds transfer from or to Customer's External Account to Customer's PEX Account.
 4. **"Administrator User"** means any person authorized to manage spending or to access and use Services on behalf of the Customer.
 5. **"Affiliate"** means, with respect to a party, any person, firm, corporation, partnership, limited liability partnership, limited liability company, or other entity that now or in the future, directly controls, is controlled with or by or is under common control with a party. For purposes of the foregoing, "control" will mean: (i) where applicable, ownership directly of fifty percent (50%) or more of the voting power to elect directors thereof; and/or (ii) the power to direct the management of such entity.
 6. **"Agreement"** means this Master Services Agreement, together with the relevant Service Schedules and Exhibits attached thereto and incorporated by reference therein.
 7. **"Applicable Fees"** has the meaning assigned in Section 3 (Compensation; Expenses and Fees) of the Agreement.
 8. **"Authorized User"** means a person who may use the card, but is not responsible for the repayment of the PEX Account.
 9. **"Bank"** means the partner bank that issues the PEX Account and associated PEX Card.
 10. **"Beneficial Owner"** means each person who, directly or indirectly, through any contract, arrangement, understanding, relationship or otherwise, owns 25% or more of the equity interests (or shares) of the Customer.
 11. **"Card Network"** and **"Card Networks"** have the meanings assigned in Section 3 (PEX Card Use and Prohibited Use) of the General Terms and Conditions for Service Schedules.
 12. **"Card Spend Limit"** means any spending limit set on an individual card. The PEX Cardholder will be prevented from making purchases in excess of this limit during a given Statement Period. The business administrator of the PEX program is responsible for setting the Card Spend Limit. PEX reserves the right to modify the Card Spend Limit for any reason, including suspected fraud.
 13. **"Card Use Guide"** means the document that contains instructions and other important information relating to the use of the Card provided to the PEX Cardholder in the Card package and on the Dashboard.
 14. **"Claims"** has the meaning assigned in Section 12 (Indemnification) of the Agreement.
 15. **"Control Person"** means a person authorized by Customer to exercise the legal power and authority to bind Customer.
 16. **"Credit Applicant"** means a person (individual or entity) that requests credit from PEX, including any person that may become contractually liable for credit provided by PEX.
 17. **"Credit Expense Card"** means a PEX Card issued in connection with the Credit Expense Program.
 18. **"Credit Expense Program"** means the Services described on the Service Schedule – Credit Expense Program, if applicable.
 19. **"Credit Line"** or **"Credit Limit"** means the amount of credit offered to a Customer during a Statement Period. The aggregate spend of all PEX Cardholders in a Customer's Credit Expense Program cannot exceed this limit. The available credit can be increased by paying off balances owed over the course of, or at the end of, the Statement Period.
 20. **"Customer Application Form"** means the PEX-approved application form (apply.pexcard.com) required to be submitted by Customer to PEX in order to apply to receive Services under the Agreement.
- . **"Customer"** has the meaning assigned in the introductory paragraph of the Agreement.

22. **"Dashboard"** means the proprietary PEX application on a Customer's, Administrator User's, or PEX Cardholder's computer or mobile device that is used to access the Services.
23. **"Digital wallet"** has the meaning assigned in Section 3 (PEX Card Use and Prohibited Use) of the General Terms and Conditions for Service Schedules.
24. **"Dollars" or "\$"** means the currency of the United States of America, unless otherwise expressly stated in the Agreement.
25. **"Effective Date"** has the meaning assigned in the introductory paragraph of the Agreement.
26. **"Excluded Claims"** has the meaning assigned in Section 11 (Limitation of Liability) of the Agreement.
27. **"External Account"** means a U.S. bank account owned by Customer, which must be a business account and cannot be a consumer account. Customer authorizes us to verify that the account details Customer provides for its External Account are correct and that the External Account belongs to the Customer.
28. **"Indemnitee"** has the meaning assigned in Section 12 (Indemnification) of the Agreement.
29. **"Indemnitor"** has the meaning assigned in Section 12 (Indemnification) of the Agreement.
30. **"Initial Term"** has the meaning assigned in Section 4 (Term; Termination) of the Agreement.
31. **"IVR"** has the meaning assigned in Section 11 (PEX Customer Service) of the General Terms and Conditions for Service Schedules.
32. **"Linked External Account"** means an External Account that is linked to the PEX Account.
33. **"Losses"** has the meaning assigned in Section 2(a) (Notice of Changes) of the General Terms and Conditions for Service Schedules.
34. **"Materials"** has the meaning assigned in Section 6 (Copyright and Trademarks) of the Agreement.
35. **"Modifications"** has the meaning assigned in Section 5 (Platform Access) of the Agreement.
36. **"Participant"** means the recipient of a PEX Card issued by a Customer pursuant to the Disburse Program.
37. **"Personally Identifiable Information"** has the meaning assigned in Section 2(c) (Regulatory Compliance) of the General Terms and Conditions for Service Schedules.
38. **"PEX Account"** means one or more principal funding account(s) that serve as holding accounts for prepaid Customers to store funds on deposit with the Bank.
39. **"PEX API"** means the application programming interface used to access the Services.
40. **"PEX Card"** means the applicable card product, including, whether in plastic or other electronic or digital payment mechanisms, electronic promises, numbers, cards or other payment codes or devices to be used in connection with the Services.
41. **"PEX Card Data"** has the meaning assigned in Section 5 (PEX Card Security) of the General Terms and Conditions for Service Schedules.
42. **"PEX Cardholder"** means an individual to whom a PEX Card has been assigned and who may have access to the Dashboard.
43. **"PEX"** has the meaning assigned in the introductory paragraph of the Agreement.
44. **"Platform"** means the proprietary software platform, web interface, mobile interface, and related documentation, and the relevant functionality for each specific application, as applicable, specified in a Service Schedule and included in the Services.
45. **"Prepaid Disburse Program"** means the Special Terms for Services described on the Service Schedule – Prepaid Disburse Program, if applicable.
46. **"Prepaid Expense Program"** means the Special Terms for Services described in the Service Schedule – Prepaid Expense Program, if applicable.
47. **"Program"** means (a) for the Prepaid Disburse Program, a loyalty, award, or promotional program sponsored by Customer where individuals are awarded a PEX Card and where no money or other thing of value is given by the individual in exchange for the PEX Card; or (b) for the Prepaid Expense or Credit Expense Programs, both of which are bona fide corporate-funded expense management programs.
48. **"Recipient"** has the meaning assigned in Section 10 (Confidentiality) of the Agreement.
49. **"Service Schedule"** has the meaning assigned in Section 1 (Services) of the Agreement.
50. **"Services"** means all or the relevant portion of the services to be provided by PEX or its Affiliates to Customer pursuant to the Agreement, including as provided in each of the individual Service Schedules incorporated therein.

51. **“Statement Period”** means the period of time during which program transactions are recorded onto a given statement provided to the Customer by PEX. For PEX Prepaid programs, the Statement Period is monthly. For PEX Credit Expense programs, the Statement Period length will be specified at the time of the Credit Expense Program Customer Application approval. The Credit Expense Program statement will reflect the invoice for funds owed to PEX, and the payment for this balance, and late fees (if applicable).

52. **“Term”** has the meaning assigned in Section 4 (Term; Termination) of the Agreement.

53. **“Territory”** means the United States, and any additional territories to be agreed to by the parties in writing from time to time.

GENERAL TERMS AND CONDITIONS FOR SERVICE SCHEDULES

General Description

During the Term and subject to the terms and conditions of the Agreement, following the submissions by Customer of an approved Customer Application Form, in the form and format specified by PEX (the “Customer Application Form”), and following acceptance of the Customer Application Form by PEX, PEX will provide the Services via the Platform to enable Customer to create and administer PEX Cards. As used in these General Terms and Conditions, “we,” “us,” and “our” shall mean collectively the Bank and PEX acting as service provider to the Bank.

1. **Services.** Following the acceptance of the Customer Application Form by PEX, Customer, together with any personnel authorized by Customer to exercise the legal power and authority to bind Customer (each, a “Control Person”) or any other person authorized to manage spending on behalf of the Customer or to access and use Services on Customer’s behalf (each, an “Administrator User”), will have the right to use the Services via the Platform, all in accordance with the terms and conditions of these General Terms and Conditions of the Service Schedule for the Program the Customer applied for.

Customer will be responsible for notifying Administrator Users of the relevant terms applicable to use of the Services and for ensuring that each Administrator User complies with the terms and conditions set forth in the Agreement, including these General Terms and Conditions of the Service Schedule for the Program the Customer applied for, and that any PEX Cardholder complies with any other written instructions provided by PEX and directed to such holders. Customer will remain primarily responsible for any and all actions taken by any Administrator User.

2. Account Management.

a. **Notice of Changes.** Unless otherwise permitted by this Agreement, Customer, through its Control Person, agrees to notify PEX of any change to (1) the information provided on the Customer Application Form; or (2) the authority of any Administrator User. The notice will be made promptly in writing, and in all cases within thirty (30) days of such change, if the change cannot be made through the Dashboard.

Customer acknowledges and agrees that PEX will be entitled to rely on any and all direction received from the Control Person regarding (1) manually adding or removing Administrator Users; (2) changes to Customer information; and (3) termination of the Services.

In the event that Customer desires to remove and replace the Control Person, Customer must submit a request in writing to PEX on Customer letterhead and signed by an authorized representative of Customer to exercise the legal power and authority to bind Customer. PEX will request Personally Identifiable Information for the replacement Control Person in order to complete identity validation and other due diligence. By submitting a replacement Control Person for approval, Customer certifies that the individual has the authority required to direct Company funds, manage Company payments, and bind Customer to agreements with third parties.

Customer agrees to indemnify and hold PEX, the Bank, and their respective employees, agents, representatives, and third party service providers harmless from and against any and all loss, liability, cost, judgment, arbitration award, settlement, tax, penalty, action, damage, charge, expense or fee (including reasonable attorneys’ fees and costs of collection) of any nature whatsoever, and claims therefore (collectively, “Losses”) arising out of or relating to Customer’s failure to provide true and accurate information on its Customer Application Form, or to update such information as required. Customer further represents and warrants that no third party, whether by verbal or written agreement or otherwise, has been or will be granted any right, title, or interest in or to its PEX Accounts.

b. **PEX Status.** For clarity, all actions taken by PEX in connection with the establishment of any PEX Account or related PEX Cards, together with any associated funds transfers requested by Customer using the Services, are performed in its capacity as a service provider for the Bank.

c. **Regulatory Compliance.** To help the government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act, a Federal law, requires all financial institutions to obtain, verify, and record information that identifies each business that opens an account and the personal information of its Control Person and/or “Beneficial Owner(s)” (defined as owning 25% or more of the equity interests (or shares) of a business entity). When applying for a PEX Account, we will ask for information about the Customer and about the Control Person and/or Beneficial Owner(s), such as: name, address, date of birth, Social Security Number, and other information (the “Personally Identifiable Information”) that will allow us to confirm identity. We may also ask for documented confirmation of the Control Person’s and/or Beneficial Owner(s)’s valid government-issued ID or other identifying information. Except with respect to the use by PEX or the Bank of such information in connection with establishing a PEX Account and providing the Services pursuant to this Agreement, such information shall be treated as the confidential information of Customer and PEX and the Bank, as applicable, shall maintain the confidentiality and privacy of the Personally Identifiable Information in compliance with all applicable federal and state privacy laws and regulations.

We reserve the right to request information and/or documentation to validate any PEX Cardholder's identity if necessary, and to refuse to open, or to close, any PEX Account or PEX Card if identity cannot be validated and/or if issuing an account to any individual may be a violation of the USA PATRIOT Act or any other Federal, state or local law, regulation, order, or directive.

We reserve the right to close any issued PEX Card for any individual should the name of the individual appear on OFAC, OFSI, and FINTRAC lists, or any other international sanctions lists, or other local, state or federal lists of individuals being pursued by law enforcement agencies, or other such legal or risk related reasons as solely determined by us.

3. PEX Card Use and Prohibited Use. Each PEX Card is linked to a corresponding 16-digit card number. PEX Cards can be used to complete point of sale (POS) and card not present purchase transactions through the following card networks: Visa, Mastercard, and STAR (each, a "Card Network"; and collectively, the "Card Networks"). There is no cash access, including ATMs, bank tellers, or merchants.

A copy of the relevant Card Use Guide will accompany each PEX Card and is available on the Dashboard. Terms governing use of the PEX Card will be included in the Card Use Guide. Any fees imposed on the PEX Cardholder will be disclosed in the Card Use Guide.

A PEX Card may be added to and removed from a supported digital wallet or other payment service managed or owned by a third party (each, a "digital wallet"), either by following the instructions of the digital wallet provider, or as may be posted by PEX to the Dashboard from time to time. We may, in our sole discretion, establish eligibility criteria for whether a PEX Card may be added to a digital wallet, provided that all terms, conditions, use restrictions, and similar that are applicable to the PEX Card will continue to apply regardless of whether it is added to a digital wallet. We reserve the right, in our sole discretion, to terminate our participation or support of any digital wallet at any time, and we make no representation or warranty that we will continue to support or enable participation with any digital wallet even if we may elect to do so now or in the future. Customer acknowledges and agrees that we are not the provider of any digital wallet, and any and all restrictions, obligations, data disclosures, privacy, liability, and other applicable terms or conditions for the use of any digital wallet are strictly between Customer and the provider of the digital wallet.

Customer and PEX Cardholders may only use PEX Cards for bona fide business-related charges and transactions, and not for personal, family, or household purposes. The Customer understands that this PEX Account is commercial in nature and that certain consumer protection laws, such as the Credit Card Consumer Accountability, Responsibility, and Disclosure Act of 2009, do not apply to this PEX Account. Customer agrees that all charges and other transactions in Customer's PEX Account will be treated as business transactions made solely for business purposes. Customer's and any PEX Cardholder's use of any PEX Cards for personal, family, or household purposes may result in account closure by PEX.

Customer is responsible for selecting the individuals in your organization who are authorized to use PEX Cards, and you are responsible for all PEX Card transactions and activities. Customer agrees to establish and maintain controls designed to ensure that the PEX Cards are only use by authorized card holders for bona fide Company business purposes and in compliance with this Master Services Agreement, PEX Card Program Terms, the Issuer Terms, and applicable law. Customer is solely responsible for charges and transactions made by any person given access to PEX Cards even if they are not the person associated with or named on the PEX Card. PEX is not responsible for any disputes between Customer and any PEX Cardholders for unauthorized transactions. Neither PEX nor the Bank will have any obligation to refund to Customer any funds as a result of any such unauthorized spending.

PEX, Issuers, Card Networks, or other intermediary Third-Party Service Providers (including merchant acquirers) may deny or reverse charges for any reason. Such parties are not responsible for any losses, damages, or harm caused by any charges that are denied or reversed.

Customer acknowledges and agrees that PEX Cards may not and will not be used for or in connection with any of the following:

1. To violate any law, statute, ordinance, or regulation;
2. To purchase or sell, or to facilitate the purchase or sale of, illegal goods or services, including but not limited to: unlawful sexually oriented materials or services, counterfeit products, unlawful gambling activities, fraud, money laundering, the funding of terrorist organizations, or the unlawful purchase or sale of tobacco, firearms, prescription drugs, or other controlled substances;
3. In a manner that any electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules;
4. To cause a negative balance;
5. To test credit card behaviors; or
6. To fund or remit payroll or payroll deposits.

If Customer engages in the any of the above activities, PEX may:

1. Cancel your PEX Account;
2. Suspend the ability to spend card funds or make charges;
3. Cancel or suspend any feature on your PEX Account; and
4. Notify merchants that your PEX Account has been canceled or suspended.

we do any of the above, the Customer is still responsible to pay PEX for all charges under the terms of this Agreement.

4. **Tax Matters.** Customer will be solely responsible for determining whether its use of the Services constitutes a loyalty, award, promotion, or expense management program. In furtherance of the foregoing, Customer will be solely responsible for determining any and all tax consequences in connection with its or its Administrator Users' use of the Services, and Customer will make all required tax withholdings on behalf of, remit required taxes on behalf of, or provide any required tax notices to, each Administrator User, under applicable local, state, federal, or international tax laws or regulations. PEX expressly disclaims any responsibility or liability for any such determination made by Customer related to the Services and makes no representation or warranty, express or implied, concerning any tax matters relating to the Services.

5. **PEX Card Security.** Customer agrees to secure, and ensure all PEX Cardholders secure, all PEX Card plastic cards and PEX Card Data. For purposes of this Section, "PEX Card Data" means the 16-digit card number, cardholder name, the card expiration date, card CVV, and PIN (if created). PEX Card Data should not be recorded or stored by Customer or any Administrator User in an unencrypted or unmasked format. PEX Card plastic cards and PEX Card Data are bearer instruments, meaning that any person(s) in possession of the PEX Card plastic cards or PEX Card Data may be able to successfully complete transactions, whether or not authorized by the Customer or Administrator User. Customer will assume full liability for any unauthorized transactions caused by Customer's failure to secure PEX Card plastic cards or PEX Card Data.

In addition to the responsibility to secure all PEX Card physical cards and PEX Card Data, if Customer maintains a plastic card inventory for immediate issue at some future point in time (i.e., instant issue cards), Customer will and hereby agrees to develop and maintain an inventory management process so that Customer can account for all PEX Card plastic card inventory at any time. The inventory management process will include a receipt and issuance log, to be updated by Customer each time a PEX Card plastic card is received and/or provided to a PEX Cardholder.

6. **PEX Card Delivery.** If PEX is designated as the fulfillment provider, PEX will facilitate the shipment of PEX Cards based on the delivery address provided by Customer. Title and risk of loss to all PEX Cards will pass to Customer upon shipment from the designated shipping location. PEX will not be responsible for PEX Cards that are damaged or lost, stolen, misappropriated, or otherwise disappear in transit. If Customer chooses to manage the fulfillment of PEX Cards, PEX will deliver PEX Cards to Customer's designated third party fulfillment provider, with the required details for the order, and Customer will be responsible for the fulfillment of the PEX Cards, and for all customer care inquiries related to the delivery of the PEX Cards.

In the event that Customer requests a change to the standard PEX return address (so that any undeliverable PEX Cards are returned to an address other than the standard PEX return address), Customer will bear the full risk of loss, including without limitation the costs and expenses associated with any fraudulent or otherwise unauthorized PEX Card use and/or non-receipt of a PEX Card by the intended PEX Cardholder.

7. **PEX API.** Customer has the option to request access to the PEX application programming interface ("PEX API") for the Services, which can be used to integrate Customer systems with the Platform and available Services functionality. If Customer is approved, in the sole discretion of PEX, PEX will provide Customer with a unique, confidential identification code ("API Credentials") to access the Services for integration testing and production use. PEX may immediately terminate or revoke Customer's API Credentials for any reason in the sole discretion of PEX. Customer may not sell, transfer, or sublicense its API Credentials or PEX API access.

PEX may provide Customer with support or modifications for the PEX API in its sole discretion. Due to the nature of Services, PEX will update the PEX APIs and documentation from time to time, and may add or remove functionality in its sole discretion. PEX will use its commercially reasonable efforts to provide prior notice to Customer if PEX changes, deprecates, or removes functionality from the PEX API so that Customer may continue using the Services with minimal disruption. PEX may release subsequent versions of the PEX API, and Customer will be required to use those subsequent versions to access and use the relevant functionality. PEX may, in its sole discretion, elect to impose limits on certain features and services, or restrict Customer's access to some or all of the PEX API, or charge a fee for certain features or services, upon reasonable prior notice where reasonably practicable.

8. **Receipt Capture.** PEX offers Customer an optional feature by which Administrator User(s) or PEX Cardholder(s) can upload receipt image files to the Platform using the Dashboard. If Customer chooses to use the feature, PEX is not responsible for the content, completeness, or accuracy of receipts displayed. Receipts can be viewed by the PEX Cardholder and all Administrator Users.

Except as otherwise provided below, receipts will be stored until the earlier to occur of: (a) twenty five (25) months after the date of the PEX Card transaction displayed on the receipt; or (b) the date that the PEX Account is closed. Notwithstanding anything to the contrary in the foregoing, PEX may delete or purge receipts for any reason in its sole discretion, with or without notice. For example, PEX may remove receipts or otherwise delete information if it: (A) is found to contain viruses or other potentially damaging computer code; (B) contains illegal, copyrighted, or objectionable content; (C) contains content other than receipts; or (D) exceeds storage capacity established for the Service or for any specific account. PEX may modify this feature for any reason at any time, in its sole discretion, with or without providing prior notice.

Customer and its Administrator Users agree that PEX may collect information contained in or regarding their uploaded receipts, and that PEX's use of this information will be governed by the terms and conditions set forth in the PEX Privacy Policy.

9. **Services Access.**

a. **Access Device Requirements.** In order to use the Services, Customer must provide and maintain, at its own cost and expense, its own internet connection and necessary compatible mobile device(s) or computer hardware and other equipment required by the device(s) that Customer selects ("Access Device"), and also must administer its own Access Device and network system security,

policies, and procedures.

b. **Platform Access.** PEX Platform Access IDs ("Access ID"), passwords, and API Credentials will only be issued to Administrator Users. It is Customer's responsibility to safeguard its Access ID, passwords, API Credentials, and physical access to its Access Device and personal data. Customer agrees that the use of its Access ID, password, and API Credentials authenticates Customer's identity and verifies the instructions entered for any transaction, and that PEX is entitled to rely and act on transaction instructions received when Customer's Access ID, password, or API Credentials is used. Customer agrees, therefore, that by an Administrator User entering his or her Access ID, password, or API Credentials, Customer is authorizing PEX to accept such online login as Customer's personal signature. If Customer authorizes other persons to use its Access ID, password, or API Credentials in any manner, Customer's authorization will be considered unlimited in amount and manner until Customer has notified PEX in writing that it has revoked the authorization and changed its password. Upon request, a PEX representative can assist authorized representatives of Customer in changing a password if Customer has forgotten it.

Customer agrees to adopt reasonable policies and procedures and take reasonable steps to safeguard the confidentiality and security of such Access IDs, passwords, and API Credentials. PEX is not obligated to detect unauthorized access to the Services or errors by Customer or others. Neither PEX nor the Bank will have any liability to the Customer for any unauthorized transactions made by anyone using a valid Access ID, password, or API Credentials.

The Dashboard mobile app allows Customer, and Administrator User(s) to set up biometric authentication instead of entering an Access ID and password if this feature is available on the Access Device. By enabling biometric authentication, Customer is allowing anyone who has this type of access to the Access Device to access and use the Services. For clarity, PEX does not have access to any biometric information stored on an Access Device.

c. **Third Party Providers.** PEX may develop relationships with third-party providers in order to integrate systems data into third party applications to provide a more seamless experience for mutual customers. In order to enable this type of service, the third-party provider may ask Customer to provide a valid Access ID and password so the authorized third-party provider can access the Services on Customer's behalf. PEX evaluates and monitors all third-party integrations carefully but does not assume liability for access by the third-party provider in this manner and will grant access to any such third-party provider providing a valid Access ID and password, unless and until Customer has notified PEX in writing that it has revoked the authorization. If Customer uses a third-party provider that is integrated with PEX, PEX recommends that Customer create a separate Access ID and password for this purpose and provide the third-party provider with those separate credentials.

10. **PEX Customer Service.** PEX provides an Interactive Voice Response ("IVR") option for PEX Card balance inquiries. PEX staffs telephone agents who are available for lost/stolen plastic card or credential reporting, unauthorized transaction reporting, and to answer all PEX Card or transaction related questions.

11. **Privacy Considerations.** The importance of maintaining the confidentiality and privacy of the confidential information provided by Customer and Control Person is one of the highest priorities for PEX and the Bank. Customer hereby acknowledges and agrees that it has read, understands, and agrees to the terms of the PEX [Privacy Policy](#), as the same may be amended or modified from time to time.

In addition to the terms and conditions of the PEX Privacy Policy and the obligations of confidentiality otherwise specified in the Agreement and these General Terms and Conditions or any Service Schedule, and the rights granted to PEX thereunder, Customer acknowledges and agrees that, to the extent necessary to perform the Services, PEX and/or the Bank may disclose information about Customer accounts to third parties in the following instances:

- a. when it is necessary for completing funds transfers;
- b. in order to comply with laws, government agency rules or orders, court orders, subpoenas, or other legal process, or in order to provide information to any government agency or official having legal authority to request such information;
- c. to protect and enforce PEX's or the Bank's rights;
- d. to our partner banks for servicing the products;
- e. if Customer gives written permission (electronic or telecommunications transmission of such consent acceptable);
- f. To detect, prevent, or address issues relating to fraud, security breaches, Site integrity, or other technical issues;
- g. To investigate and defend ourselves against third-party claims or allegations;
- h. To protect against liability or imminent harm to the rights, property, or safety of PEX or other parties as may be required or permitted by applicable laws or regulations;
- i. to PEX or Bank employees, auditors, service providers, attorneys, or collection agents in the course of performing their duties; and/or
- j. Enforce the terms of PEX's [Privacy Policy](#); and/or

In addition, Customer may opt in to sharing their information with PEX partners who have an integration with PEX.

12. **Protection of Personally Identifiable Information.** Although no data transmission can be guaranteed to be 100% secure, PEX takes reasonable steps to protect all Personally Identifiable Information. PEX maintains strict administrative, technical, and physical procedures to protect information stored on PEX servers, all of which are located in the United States. Access to such Personally Identifiable Information is limited (through user name/password credentials and software systems) to those employees who require it to perform their job functions. PEX uses industry-standard Secure Socket Layer (SSL) encryption technology to safeguard the account registration process and sign-up information. Other security safeguards include but are not limited to data encryption, firewalls, and physical access controls to building and files.

13. **Limitation of Liability – Services.** Except in the circumstances described below, in which case neither PEX nor the Bank will have any liability, if PEX does not complete a transfer from Customer's PEX Account to PEX Card(s) or cancel a transfer as properly requested on time or in the correct amount according to PEX's agreement with Customer, PEX will be liable for actual Customer losses or damages arising from such failure to transfer or cancel transfer subject to the limitations described below. Notwithstanding the foregoing, PEX's sole responsibility for an error in a transfer will be to correct the error.

Notwithstanding anything to the contrary in the foregoing, there are some exceptions for PEX's or Bank's liability for processing transactions on Customer account(s), and Customer acknowledges and agrees that neither PEX nor the Bank will be liable in the event that:

- a. If, through no fault of PEX or the Bank, Customer and PEX Cardholders do not have enough money in the PEX Account to make the requested transfer/payment;
- b. The system or merchant POS terminal was not working properly and Customer and/or PEX Cardholders were aware of the problem when they commenced the transaction;
- c. The relevant Card Network or other partners' services are experiencing outages;
- d. If there is a hold or Customer funds are subject to legal or administrative process or other encumbrance restricting their use;
- e. The information supplied by Customer or Control Person is incorrect, incomplete, ambiguous, or untimely;
- f. PEX or the Bank has reason to believe the transaction may not be authorized by Customer;
- g. The transaction cannot be completed because the physical card associated with a PEX Card is damaged;
- h. If circumstances beyond control such as interruption of telephone service or telecommunication facilities, act of war, act of terrorism, natural disaster (such as fire or flood) or other similar event prevent the transfer, despite reasonable precautions that have been taken;
- i. In the presence of internet service outages or denial of service attacks on servers or systems supporting PEX or Bank service communications with the internet;
- j. If Customer or Administrator User have not properly followed our instructions for using the Services;
- k. For any failure to provide access or for interruptions in access to the Services due to a system failure or due to unforeseen acts or circumstances or due to acts of God;
- l. For any errors or failures from any malfunction of Access Device or any virus or other problems related to the Access Device and its related equipment used to access the Services; or
- m. For any error, damages or other loss Customer may suffer due to malfunction or misapplication of any Access Device Customer uses, including its browser, ISP, personal financial management or other software, or any other equipment Customer may use (including its telecommunications facilities, computer hardware and modem) to access or communicate with the Services.

In no event will PEX or the Bank be liable to Customer for losses or damages arising out of the use, misuse, or inability to use the Services, or for any loss of any data, even if PEX and the Bank have been informed of the possibility of such damages. PEX and the Bank do not and cannot warrant that Services will operate without errors, or that any or all of the Services will be available and operational at all times.

14. **Term and Termination.** These General Terms and Conditions and any applicable Service Schedule will commence on the Effective Date and will continue for the Term, except if either party terminates a Service Schedule as provided in Section 4 (Term; Termination) of the Agreement. The Effective Date begins when a customer relationship is established and a PEX Account is opened.

15. **Subcontractors.** Various features of Customer's account(s) may be offered or processed through a third-party service provider, which may be an unaffiliated third party. Unless otherwise expressly noted, all authority granted to, limitations of liability of, or references in these General Terms and Conditions or any Service Schedule to PEX or Bank will include its agents and representatives and any such third-party service providers. PEX or the Bank, its our agents, representatives, and third-party service providers acting under this Agreement hereby are authorized by Customer to perform the Services as contemplated by these General Terms and Conditions or the applicable Service Schedule. PEX acknowledges and agrees that it remains primarily responsible for the performance of any such subcontracted portion of the Services.

Third Party Beneficiary. Customer acknowledges and agrees that the Bank is intended to be and is a third-party beneficiary of this Agreement and entitled to enforce the rights of PEX under this Agreement.

17. **Changes or Modifications to General Terms and Conditions or Service Schedule.** We may add, delete or amend terms, conditions and other provisions, fees, charges, or other terms described in these General Terms and Conditions or any Service Schedule at any time upon at least thirty (30) days' notice to Customer prior to the effective date of any amendment or change, unless the law prohibits us from doing so. We may notify you of any changes on your periodic account statement. Customer agrees to consult the Dashboard regularly for up-to-date information about the Services and associated fees and charges.

Customer is bound by any such change if it uses the Services after the effective date of the notice, unless Customer notifies PEX in writing within ten (10) days of having received the notice that Customer rejects these changes and give written notice of its election to close its account(s) with us and cease using the Services as of the effective date of the specified amendment or change.

18. **Closing a PEX Card - Mechanics.** If Customer decides to close a PEX Card, Customer is required to retrieve the physical card (if issued) associated with the PEX Card from the PEX Cardholder and destroy it immediately by shredding it, and must use the "Close Card" feature of the Dashboard. As an alternative, Customer, or Administrator User may call PEX Client Services at 1-866-685-1898 to complete the account closure by telephone. Failure by Customer to retrieve the physical card (if issued) may result in unauthorized transactions and losses to Customer. In connection with Customer closing one or more PEX Card(s), PEX will take certain steps to verify the identity of the individual making the request, and Customer agrees to cooperate in such verification process.

19. **Lost or Stolen Card.** Customer assumes full responsibility for monitoring use of PEX Cards and detecting any unauthorized or improper use, including but not limited to maintaining the accuracy of its records. Customer will be solely responsible for monitoring, reviewing, and balancing the daily and periodic reporting provided through the Dashboard. If Customer believes an unauthorized transaction has been or potentially will be made from a PEX Card, you will alert us immediately in writing by emailing us at admin@pexcard.com.

20. **Customer Complaints.** PEX will respond to complaints swiftly and to take each complaint seriously. All written complaints will be directed to the Compliance Director, Operations Team and applicable business unit leaders.

All PEX Customer complaints will be documented, investigated, and resolved, and PEX will communicate all Customer complaint resolutions to the Customer in a timely manner. Customers may submit complaints through multiple channels including directly to PEX via phone, email, letter, or in-person. PEX Management will strive to complete an investigation and determine resolution within thirty (30) days of receiving a complaint.

21. **Identity Theft.** PEX implements procedures and internal controls to detect and deter identity theft to the extent reasonably possible. Identity theft is defined as fraud committed or attempted using the identifying information of another person without authority.

PEX will monitor PEX Account opening and ongoing for the presence of an event or incident that indicates risk of identity theft. If PEX determines that a Customer has been a victim of identity theft and/or that a PEX Account was opened due to identity theft, PEX will take immediate action which may include account restriction, account suspension and/or account closure. If PEX mistakenly concludes that identity theft has taken place, PEX may agree to reinstate Customer's PEX Account, including reinstatement of any PEX Cards.

22. **Assigning Claims.** If you dispute a charge with a merchant, we may credit your PEX Account for all or part of the disputed charge. If we do so, you assign and transfer to us all rights and claims (excluding tort claims) against the merchant. You agree that you will not pursue any claim against the merchant for the credited amount. And you must cooperate with us if we decide to do so.

23. **Closing a PEX Card - Continuing Obligations.** Customer acknowledges and agrees that it will remain fully responsible and liable for all transactions that have been made prior to such time as the PEX Card has been confirmed to have been closed by PEX, even after such PEX Card has been closed. Customer will be solely responsible for notifying the relevant PEX Cardholder of such closure and taking all other necessary actions in connection with such closure, including without limitation the return and destruction of the associated Card. For clarity, we reserve all rights that have accrued prior to closure, for PEX, the Bank, and any other applicable third party, under applicable law, regulation, or third party requirement in connection with any closed PEX Card.

24. **Assigning the Agreement.** We may sell, transfer or assign this Agreement and your PEX Account. We may do so at any time without notifying. You may not sell, assign or transfer your PEX Account or any of your obligations under this Agreement.

25. **We Do Not Waive Our Rights.** We may choose to delay enforcing or to not exercise rights under this Agreement. If we do this, we do not waive our rights to exercise or enforce them on any other occasion.

26. **Call Monitoring.** We may monitor and record any calls between you and us.

SERVICE SCHEDULE – PREPAID PROGRAM

1. **Services.** The Prepaid Program will enable Customer to assign a PEX Card to one or more Employees, Contractors of the Company, or Participants. Due to the nature of prepaid card programs, funds must be available and transferred from the Customer's PEX Account to a PEX Card before the PEX Card may be used to complete purchase transactions. No credit or loans are being extended by PEX or the Bank to Customer and PEX Cardholders will not be permitted to spend more than the available balance associated with a PEX Card. As used in this Service Schedule – Prepaid Program, "we," "us," and "our" shall mean collectively the Bank and PEX acting as service provider to Bank.

2. **Fund Transfers.** The Customer's Administrator User may transfer funds to the PEX Account from the Customer's External Account, or vice versa, through any of the methods listed below. For security and fraud reasons, we may impose certain limitations on the number or dollar amount of transactions Customer is permitted to make to and from Customer's PEX Account and/or the maximum balance Customer may maintain in the PEX Account. We may increase or decrease these limits from time to time in its sole discretion and, to the extent permitted by applicable law, without prior notice to Customer. These limits also can be increased upon request of the Customer based on a legitimate business need, with any approval to be at the discretion of PEX and the Bank.

a. **ACH Transfers.** ACH Transfer requests must be made through the bank where Customer's External Account is maintained. PEX will provide Customer the Bank's ABA bank routing and PEX Account numbers for the purpose of enabling Customer to initiate ACH transfers from Customer's External Account.

The Dashboard provides Administrator Users with access to an ACH transfer service whereby Customer may request PEX to instruct the Bank to initiate debit and credit ACH transfers between Customer's External Account and Customer's PEX Account through the Services. Customer must register its External Account(s) with PEX for validation and verification purposes, including providing relevant ABA bank routing and account number information to PEX; following registration, Customer authorizes PEX and the Bank to initiate debit and credit entries as and when requested by Customer.

Each ACH transfer is subject to applicable terms, conditions, and limits established by the Bank and/or by the bank where Customer's External Account is maintained. Funds availability for the Services will commence when funds are posted to Customer's PEX Account, and records of each ACH transfer will be included in the periodic statements PEX provides to Customer in the ordinary course.

b. **Wire Transfers.** Customer may initiate wire transfers originating exclusively from a Customer's External Account to Customer's PEX Account. Wire transfer requests must be made through the bank where Customer's External Account is maintained. PEX will provide the Bank's ABA routing and PEX Account numbers for receiving wire transfers. Wire transfer instructions can be found at the Dashboard. Each wire transfer is subject to applicable terms, conditions, and limits established by the Bank and the bank where Customer's External Account is maintained.

c. **Deposit Policy.** With respect to all transfers of funds to PEX Accounts by Customer (whether through ACH transfer or wire transfer), PEX and the Bank reserve the right to refuse any deposit and any funds transferred to the PEX Account. Transfers of funds from any checking or operating accounts which are not held in the name of Customer will not be accepted (i.e., funds transferred from Customer vendors, clients, or any other agent on behalf of Customer will not be accepted). PEX or the Bank may return or refuse to accept all or any part of a transfer of funds to a PEX Account at any time and for any reason, and neither will be liable to Customer for doing so. Refused transfers of funds will be returned to Customer or the bank account from which such transfer or wire, as applicable, was initiated. PEX and the Bank reserve the right, but have no obligation, to suspend any activity with respect to any PEX Account or PEX Card in the event PEX or the Bank suspects any kind of suspicious or unauthorized activity. Neither PEX nor the Bank will have any liability to Customer for losses and damages incurred by Customer as a result of such suspension. Notwithstanding anything to the contrary in the foregoing, neither PEX nor the Bank has any obligation to take such actions even if it may take such actions from time to time.

d. **Ownership of PEX Account Funds.** PEX claims no property interest in any funds Customer chooses to place into its PEX Account, and such funds will be the sole and exclusive property of Customer until such time as such amounts are due and payable in order to fund settlement, pay fees or meet any other obligations of Customer under this Agreement. Funds placed into a PEX Account are FDIC insured through the Bank up to the maximum coverage available under applicable law.

A PEX Account that is inactive for a period of time may be considered dormant and may be subject to escheatment. Each state has varying laws as to when an account is subject to escheatment and the Bank may be required to send the funds to the state of the last known address of Customer. PEX will make all reasonable efforts to contact Customer before PEX Account(s) balances are transferred to an applicable state.

e. **Account Statements.** After the close of each statement cycle (generally defined as a calendar month), PEX will make available to Customer an account statement on the Dashboard. The account statement will show transactions that posted to Customer's PEX Account and each PEX Card since the last account statement; deposits received to the PEX Account; transfers in and out of the PEX Account and PEX Cards; and any fees charged to any PEX Account or the PEX Card(s). Customer agrees to promptly review each account statement as it is made available to Customer and report any discrepancies or errors within sixty (60) days per the process detailed in Section 3 below (Liability for Transactions).

f. **Fund Transfers – Internal.** Available funds in Customer's PEX Account may be transferred to one or more linked PEX Accounts or PEX Cards by an Administrator User via various interfaces to the Dashboard. Transfers between linked PEX Accounts and PEX Cards will take place in real time (immediate availability) unless otherwise specified by Customer.

3. **Liability for Transactions.** Customer acknowledges that factors beyond our control may on rare occasions result in transactions being processed without spending controls being applied. PEX will use commercially reasonable efforts to assure that spending controls designated by Customer are applied to each transaction, but neither PEX nor the Bank is responsible for any unauthorized spending or unauthorized PEX Card transactions as a result of factors beyond its control, including but not limited to Card Network, merchant, and internet issues. Neither PEX nor the Bank will have any obligation to refund to Customer any funds as a result of any such unauthorized spending.

Customer assumes full responsibility for monitoring use of PEX Cards and detecting any unauthorized or improper use, including but not limited to maintaining the accuracy of its records. Customer will be solely responsible for monitoring, reviewing, and balancing the daily and periodic reporting provided through the Dashboard. If Customer believes an unauthorized transaction has been or potentially will be made from a PEX Card, you will alert us immediately in writing by emailing us at admin@pexcard.com. In the event of any such alleged unauthorized use, we will initiate an attempt to recover funds on behalf of Customer, and Customer agrees to cooperate with us, including without limitation providing an affidavit signed by the PEX Cardholder that the transaction(s) were not authorized by them. PEX and the Bank reserve the right to block or cancel any PEX Card and/or refuse to authorize any transaction at its discretion to mitigate the risk of loss from fraud or unauthorized activity.

If Customer does not notify PEX within sixty (60) days of becoming aware of an alleged unauthorized transaction and/or after any monthly or other periodic statement was made available, we may lose our ability to recover funds on behalf of the Customer and Customer may not be entitled to a credit for any value lost. If a Card has been reported lost or stolen, we will promptly close the PEX Card after we have been notified in an attempt to minimize potential loss to Customer.

In the event of any dispute with respect to funds owed to PEX, the Customer is obligated to pay until the matter has been fully resolved. We do not offer, and are not required to offer, any provisional credit (or any temporary redeposit of funds) during the pendency of any dispute process. If Customer is successful with respect to any such dispute, PEX will credit the funds back to the Customer upon final resolution of the dispute. If Customer is not successful with respect to such dispute, then we will have no obligation to refund any disputed amounts, and Customer will be required to bear the loss.

Customer acknowledges and agrees that unauthorized use as defined in this Agreement does not include prohibited purchases or similar as defined in any agreement(s) between the Customer and any PEX Cardholder. Neither PEX nor the Bank will have any obligation to refund to Customer any funds as a result of any such unauthorized spending.

Prepaid Expense Program – Special Terms

General Description

The Prepaid Expense Program will enable Customer to assign a PEX Card to one or more Employees, or Contractors of the Company. For the avoidance of doubt, the Prepaid Expense Program will not be used by Customer to pay employment or labor wages, consultant or advisory fees, or commissions to any person, including without limitation companies and natural persons. In addition, the PEX Card(s) are not a gift card or any other type of consumer prepaid card where personally-owned funds are or may be stored.

Customer also acknowledges that PEX Cards may only be created for individuals whose identity has been validated by Customer through the use of commercially acceptable screening methods, such as employment screening and background checks and from whom Customer retains acceptable documentation on file validating the identity of those individuals. Acceptable documentation includes a copy of a Social Security card, state issued driver's license, and birth certificate.

The approval of a Customer's PEX Prepaid Expense Program application does not also approve the Customer for the Disburse or Credit Expense Programs. PEX's approval of the Customer's Prepaid Expense Program application will only bind PEX to the terms and conditions of the Prepaid Expense Program Service Schedule and not to terms and conditions of any other Service Schedule outlined herein.

1. **Balance Limits.** The dollar amount of funds that can be made available on any single PEX Card at any time is limited to \$10,000.00. This limit can be increased upon request by Customer based on a legitimate business need, such approval to be at the discretion of PEX and the Bank.
2. **Ownership of Card Funds.** The PEX Card expires on the date shown on the Card. If the Card is not renewed, the remaining funds on the Card transfer to the PEX Account.
3. **Payments.** When a PEX Card is used to pay for goods and services, Customer agrees that we, without prior notice to Customer, will first debit the PEX Card and, if insufficient funds are available, may debit the Customer's PEX Account or any other PEX Cards, whether such charges have been signed for manually or by legally acceptable form of electronic signature. If a merchant provides a credit for merchandise returns or adjustments, the merchant may do so by processing a credit adjustment, which will show as a credit to the PEX Card.
4. **Overdrafts; Order of Payments; Negative Balances.** It is the responsibility of Customer to ensure that enough funds are available in each PEX Account and/or PEX Card from which Customer or one of its Administrator Users instructs PEX to make a payment or transfer. If the PEX Account or PEX Card contains insufficient funds to enable all payments and transfers, the payment and transfers will be made in the order determined by us, in our sole discretion, or in the order in which such transactions are processed, as the case may be. Customer is fully obligated to us to provide sufficient funds for any payments or transfers Customer or Administrator User makes or authorizes. If we completes a payment or transfer that Customer or Administrator User makes or authorizes, and PEX or the Bank subsequently determine there are insufficient funds for the transaction, or there is a negative balance in the PEX Account or any PEX Cards for any reason, including without limitation unauthorized spending, Customer agrees to reimburse us for the full amount of the difference immediately upon request.

Prepaid Disburse Program – Special Terms

General Description

The Prepaid Disburse Program will enable Customer to assign a PEX Card to Participants. Participants shall not be required to pay money or give any other thing of value in exchange for the PEX Card, including a price increase to cover the cost of the PEX Card. In no event may cards be resold or offered for sale to consumers.

Customer shall manage and implement the Program and determine which Participants are eligible to receive a PEX Card. Participants must be 18 years of age or older.

The approval of a Customer's PEX Disburse Expense Program application does not also approve the Customer for the Expense or Credit Expense Programs. PEX's approval of the Customer's Prepaid Disburse Program application will only bind PEX to the terms and conditions of the Prepaid Disburse Program Service Schedule and not to terms and conditions of any other Service Schedule.

1. **Balance Limits.** The aggregate amount loaded on any single PEX Card during its lifetime is limited to \$5,000.00. This limit can be increased upon request by Customer based on a legitimate business need, such approval to be at the discretion of PEX and the Bank.
2. **Ownership of Card Funds.** The PEX Card expires on the date shown on the PEX Card.
 - a. **Customer Owned Funds.** The funds are owned by the Customer at all times, even though the funds can be spent by the Participant within the limits set by the Customer. To offset Program expenses, all funds remaining on the Cards after expiration transfer to PEX.
 - b. **PEX Card Funds.** The funds on the PEX Card do not expire. PEX will hold the funds until they are spent, reduced by fees, or required to be remitted to the state under applicable law.
3. **Participant Fraud.** PEX and Customer mutually agree that any fraud represents a risk to the Services and that it is in the best interests of both parties to minimize fraud, and they will collaboratively work together to minimize fraud. PEX will not hold Customer responsible for or seek to collect from Customer any loss caused by or resulting from any Participant's fraud, misuse, or negative balance transactions involving the Cards except to the extent such loss was caused by Customer's breach of a representation, warranty, or covenant of the Agreement, or if Customer's (or Customer's employees, agents or representatives) participated in, or had or should have had knowledge of, any deceptive, fraudulent or other illegal activity. Subject to applicable law, Customer agrees to comply with all reasonable requests made by PEX to investigate, prevent fraud, and recover sums due relating to any actual or suspected loss, fraud, or other improper use of any PEX Card ordered by Customer or on Customer's behalf.

SERVICE SCHEDULE – CREDIT EXPENSE PROGRAM

General Description

The Credit Expense Program will enable the Customer to assign a Credit Expense Card issued to PEX to one or more employees or contractors of the Company for the purpose of making purchases on behalf of the Company. For the avoidance of doubt, the Credit Expense Program will not be used by the Customer to pay employment or labor wages, consultant or advisory fees, or commissions to any person, including without limitation companies and natural persons. As used in this Service Schedule – Credit Expense Program, "we," "us," and "our" shall mean PEX, who is responsible for allowing you access to the Credit Expense Cards.

Customer also acknowledges that Credit Expense Cards may only be distributed to individuals whose identity has been validated by Customer through the use of commercially acceptable screening methods, such as employment screening and background checks and, from whom Customer retains acceptable documentation on file validating the identity of those individuals. Acceptable documentation includes a copy of a Social Security card, state issued driver's license, and birth certificate.

Customer acknowledges that PEX's presentation of this Credit Expense Program Service Schedule does not represent an offer for a Line of Credit. The Customer's electronic signature at the end of the Customer's review of this Agreement does not legally bind PEX to perform any of the credit-related services outlined in this Agreement. PEX will not be bound to the terms and conditions of this Service Schedule until all of the following have been completed: 1) the Customer has submitted a completed Credit Expense Program Customer Application Form; 2) the Customer Application Form and its contents have been reviewed and evaluated by PEX; and 3) Customer is approved for the Credit Expense Program with an initial approved credit limit on your revolving line of credit (the "**Credit Line**") as determined by PEX in accordance with its then-current review policies and procedures. Only then will PEX and the Customer have a true customer relationship that binds both parties to the terms and conditions of this Service Schedule (the "**Effective Date**"). If upon approval of the Customer for the PEX Credit Expense Program, Customer accepts the offer to participate in the Credit Expense Program and the approved Credit Line amount within the acceptance period specified in the offer, the Credit Line will be implemented by PEX, and the Customer agrees to guarantee all obligations associated with the Credit Line.

For clarity, the approval of a Customer's Credit Expense Program Customer Application does not also approve the Customer for the Prepaid Expense or Disburse Programs, which each require separate applications and approvals.

Credit Expense Program – Special Terms

1. **Promise to Pay.** Customer promises to pay all charges, including:
 1. Charges that Customer makes, even if Customer does not present the Credit Expense Card or sign for the transaction;
 2. Charges that an authorized PEX Cardholder using a Credit Expense Card makes, even if the authorized PEX Cardholder does not present their card or sign for the transaction; and
 3. Charges that another person makes if Customer or an authorized PEX Cardholder using a Credit Expense Card allows that person to use their Credit Expense Account or Credit Expense Card(s).

2. **Linked External Account.** For initial credit approval and ongoing monitoring of credit worthiness, PEX requires Customer to maintain a Linked External Account. An active connection to the Linked External Account is required to make use of the Credit Expense Program and/or associated Credit Line. It is the responsibility of the business administrator to update credentials to maintain PEX's access to the Linked External Account. If PEX is unable to verify the balance of a Linked External Account, then the Credit Expense Program and/or associated Credit Line may be suspended.

3. **Customer Credit Line Changes.** PEX reserves the right to increase or decrease the Credit Line at any time upon notice to Customer, based on observed Linked External Account activity and balances, or any other relevant risk factor as determined by PEX. PEX will provide timely notice of such changes along with reasoning for the credit decision.

4. **Mandatory Auto-Payment.** At the end of the Statement Period, at 12pm ET, the aggregate balance of settled transactions is required to be paid to PEX immediately (i.e. the payment "due date"). Customer will receive a periodic account statement containing the total amount due for that period, and PEX will automatically initiate an ACH direct debit transfer for the total balance owed, on the due date, from the Linked External Account. PEX may debit your Linked External Account one business day after the end of the Statement Period if your due date falls on a weekend or U.S. federal holiday. If an automatic debit fails for any reason, PEX will attempt to debit your Linked External Account on subsequent business days. You may make additional payments at any time through the Dashboard.

5. **Periodic Statements.** You are responsible for payment in full of all charges, fees, and fines. We will provide you Periodic Statements identifying applicable charges, fees, fines, refunds, any other card transactions, or other amounts owed or credited to your Credit Line. You must notify us promptly if you believe that there are any errors on your Periodic Statement, and submit any disputes or chargebacks in accordance with this Master Services Agreement.

6. **Customer Default.**

Customer will be in default if:

1. The automatic debit from your Linked External Account does not go through and/or any manual payment you make is rejected, not paid, or cannot be processed; Customer obligations and PEX rights are discussed further in Section 7 (Failure to Pay, Set Off, Collections);
2. You file or become the subject of a bankruptcy or insolvency proceeding;
3. We determine that you made a false, incomplete or misleading statement to us, or you otherwise tried to defraud us;
4. You do not comply with any term of this Agreement; or
5. The primary place of business is outside the United States.

If you are in default, we may take certain actions with respect to your Credit Expense Card(s) and/or Credit Line. For example, depending on the default, we may take the following actions, without notifying you, unless we are legally obligated to provide notice:

1. Charge you Fees;
2. Close or suspend your Credit Expense Card(s) and/or Credit Line;
3. Decrease your Credit Line;
4. Demand that you immediately pay the total balance owed on your Credit Line;
5. Continue to charge you Fees as long as your balance remains outstanding; and/or
6. Pursue an action against you.

7. **Failure to Pay, Set Off, Collections.** If you fail to pay the full amount owed on time when due, we may attempt to collect amounts owed from your Linked External Account, including any applicable late fees, which will continue to accrue until such time as your overdue payments are fully paid and up to date. We may collect partial payments for unpaid amounts from any Linked External Account, but any partial payment is not a waiver of our rights and will not satisfy your obligation to pay in full.

Any amounts owed may be set off, debited, or collected from amounts in any PEX Account that you hold, including any held jointly with a third party or open in the future even if your original PEX Account has been closed. We may exercise this right against the Customer or any of its respective successors or assigns, or any assigns. This right will exist even if we do not exercise it prior to the making, filing, or issuance of an arbitration demand, court order, or other action.

Any failure to pay the full amount owed to PEX when required is a breach of this Master Services Agreement. You are responsible for all costs or expenses that we or associated third parties incur in the process of collecting amounts owed but not timely paid, including legal or collections fees.

If we need to contact you to service your account or to collect amounts you owe, you authorize us (and our affiliates, agents and contractors, such as debt collection agencies and service providers) to contact you at any phone number or email address you provide, from which you contact us, or at which we believe we can reach you. We may contact you in any way, such as calling, texting, emailing, sending mobile application push notifications or using any other method of communication permitted by law. We may contact you using an automated dialer or prerecorded messages. We may contact you on a mobile, wireless or similar device, even if you are charged for it.

8. **Authorization to Debit Linked Accounts, ACH Authorization.**

1. **Your Authorization to Debit Linked External Accounts.** You authorize PEX or its authorized representatives, or their respective successors and assigns, to collect amounts owed under this Service Schedule by debiting funds from your Linked External Accounts (or any PEX Accounts). If PEX or its authorized representatives, or their respective assigns use the Automated

Clearinghouse (ACH) network, the debits will be governed by the rules established by the National Automated Clearinghouse Association (NACHA) for business-related ACH debits. Debits collected under your authorization may be carried out by and in the name of us or our successors or assigns.

2. **Manner and Timing of Payment.** We will debit Linked External Accounts for all amounts owed to us in connection with our provision of the Credit Expense Program and/or the Credit Line. If we cannot collect these amounts via ACH or another method, you agree to immediately pay all amounts owed as directed. We may debit Linked External Accounts separately for the payment of Fees that you incur.

You also authorize PEX to debit Linked External Accounts for all amounts owed to us immediately, on any date (including before the due date), and without additional Notice where we determine, in our sole discretion, that: (a) the total aggregate balance of Linked External Accounts associated with your Credit Line is less than the balance minimums required by our underwriting criteria; (b) Customer no longer qualifies for the Credit Line; or (c) Customer or the amounts owed to us pose or may pose an unacceptable risk to PEX, its successors or assigns.

In the event there is an error in processing an electronic purchase or refund, you authorize us to correct the error by initiating an electronic credit or debit to the Linked External Account in the amount of such error on or after the date such error occurs.

3. **Late Payment Fee.** The Customer may be charged a late payment fee of \$25.00 if PEX is unable to debit the Linked External Account for repayment of charged amounts when due at the end of the Statement Period. This could occur, for example, if the Linked External Account connection is invalidated by the Customer (e.g. if the external bank account password is changed); in the event of an ACH debit return or reversal after the required payment has been debited by PEX; or similar. Any late payment fee assessed by PEX will be reflected in the next subsequent Periodic Statement.

9. **Credit Balances.** Customer is at liberty to make early payments through the Dashboard. Early payments will be applied to the full balance due on the payment due date. However, after the early payment is applied to the full balance due, a credit balance may remain. We may reduce the amount of any credit balance by any new charges. You may contact PEX at the phone number or email address provided on your Periodic Statement to request a refund of any available credit balance.

10. **Canceling or Suspending Your Credit Expense Cards.**

PEX has broad authority to take action on your Credit Expense Card(s) and/or Credit Line, including canceling or suspending your Credit Expense Card(s) and/or Credit Line. We may cancel or suspend your Credit Expense Card(s) and/or Credit Line for any reason, including reasons not outlined in Section 6 of this Service Schedule (Customer Default). Depending on the type of action we take on your Credit Expense Card(s) and/or Credit Line, PEX may be obligated to notify you of the adverse action. PEX may take any of the following actions on your Credit Line:

1. Cancel your Credit Expense Card(s) or Credit Line;
2. Suspend the ability to make charges;
3. Cancel or suspend any feature on your Credit Expense Card(s) or Credit Line; and/or
4. Notify merchants that your Credit Expense Card(s) or Credit Line has been canceled or suspended.

If we do any of the above, the Customer will remain responsible to pay PEX for all fees and charges incurred under the terms of this Agreement.

PEX may also take any of the foregoing actions on the Customer's Credit Expense Card(s) and/or Credit Line if Customer engages in any of following:

1. Violates any law, statute, ordinance, or regulation;
2. Purchases or sells, or to facilitates the purchase or sale of, illegal goods or services, including but not limited to: unlawful sexually oriented materials or services, counterfeit products, unlawful gambling activities, fraud, money laundering, the funding of terrorist organizations, or the unlawful purchase or sale of tobacco, firearms, prescription drugs, or other controlled substances;
3. Uses the Credit Expense Card(s) or Credit Line in a manner that any electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules;
4. Tests credit card behaviors;
5. Funds or remits payroll or payroll deposits; or
6. Commits a material breach of the terms or conditions of this Agreement, including without limitation this Service Schedule, and fails to cure such material breach within thirty (30) days after Customer receives notice from PEX specifying the nature of the material breach and remedy sought.

PEX may agree to reinstate your Credit Expense Account after cancellation. If we do this, we may:

1. Reinstate any additional cards previously issued on your Credit Expense Account; and
2. Charge you applicable fees, if any, in connection with such reinstatement.

11. **Unauthorized Use and Customer Claims.**

If you believe your statement reflects unauthorized use or would like to make a claim regarding a transaction, write an email to

minsupport@pexcard.com.

In your message, give us the following information:

1. Account information: Your name and account number.
2. Transaction(s) information: date, merchant, and other identifying information.
3. Dollar amount: The dollar amount of the transaction(s) in question
4. Description of problem: Describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

1. Within 60 days after the applicable transaction(s) appeared on your statement.
2. At least 2 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do so, without also notifying us in writing, we are not required to investigate any potential unauthorized use or claims, and you may have to pay the amount in question.

You are responsible for monitoring the use of the Credit Expense Cards, account numbers and the Credit Line, and detecting unauthorized or improper use. We offer online account management tools through the Dashboard to assist you in carrying out this responsibility, including access to transaction information and the means to cancel a Credit Expense Card or impose limits on the use of a Credit Expense Card.

12. What Happens After We Receive Notice About an Error or Mistake. When we receive your letter, we must do two things:

1. Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate your claim(s):

1. We cannot try to collect the amount in question, or report you as delinquent on that amount.
2. The charge in question may remain on your statement.
3. While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
4. We can apply any unpaid amount against your credit limit.

After we finish our investigation, one of two things will happen:

1. *If we confirm your claim(s) as valid:* You will not have to pay the amount in question or fees related to that amount.
2. *If we do not confirm your claim(s):* You will have to pay the amount in question, along with applicable fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount you owe.

If we do not follow all of the rules above, you do not have to pay the first \$50 of the amount you question, even if your bill is correct.

13. Your Rights If You Are Dissatisfied With Your Purchases. If you are dissatisfied with the goods or services that you have purchased with your Credit Expense Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. You must have used your Credit Expense Card for the purchase; and
2. You must not yet have fully paid for the purchase.

If all of the criteria above are met and you are still dissatisfied with the purchase, write an email to adminsupport@pexcard.com.

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay, we may report you as delinquent.

14. Cardholders. You are responsible for the use of each Credit Expense Card number by you and each of your authorized users. As part of this responsibility, you agree to: (i) limit use of all Credit Expense Cards to business or commercial purposes on your behalf; (ii) to review, or cause each authorized user to review the Credit Expense Cards upon receipt to confirm that all information relating to you or the authorized user on the Credit Expense Cards is correct, and to notify us immediately if the information is not correct; (iii) to impose internal controls and procedures to prevent fraud and unauthorized use of a Credit Expense Card; and (iv) to timely review and reconcile all Credit Line activity and transactions as further described herein.

15. Truth in Lending Act: Liability Limitations; Waiver of Liability. Customer's maximum potential liability for Unauthorized Use of a Credit Expense Card, from which the Customer or PEX Cardholder receives no benefit, shall not exceed \$50. However, Customer agrees, in accordance with Section 135 of the federal Truth in Lending Act, that if at any time we have issued ten (10) or more Credit Expense Cards for use by authorized card holders at Customer's request, then Customer waives any and all limitations on its liability for unauthorized use of such Credit Expense Cards that it may have under the Truth in Lending Act.

16. Non-Discrimination. Federal fair lending laws and regulations prohibit discrimination in all aspects of the extension or servicing of credit. PEX is committed to complying with Federal fair lending laws and regulations and to ensuring its business activities result in fair, consistent, and responsible treatment of all customers, and comply with all applicable state and federal laws governing non-discriminatory lending practices.

PEX will not discriminate against a Credit Applicant regarding any aspect of a credit transaction on a Prohibited Basis. This prohibition applies to all dealings between the Credit Applicant and PEX regarding an application for credit or an existing extension of credit, including, but not limited to:

1. The marketing or solicitation of products offered by PEX;
2. Requests for product information;
3. The application and origination process;
4. The standards for evaluating creditworthiness and the terms of credit offered by PEX;
5. The servicing and collection of existing extensions of credit; and
6. The furnishing of credit information to consumer reporting agencies.

The Equal Credit Opportunity Act (ECOA) prohibits the making or denial of lending decisions based on discriminatory motives. ECOA prohibited basis are:

1. Race;
2. Color;
3. Religion;
4. National origin;
5. Marital status;
6. Age (provided the customer has the capacity to contract);
7. Receipt of public assistance income; and
8. Exercise of rights under the Consumer Credit Protection Act ("CCPA").

In addition, many state laws similar to ECOA exist that prohibit discrimination. As a result, the Company requires that policies, procedures, disclosures, customer agreements, communications, marketing strategies, and solicitations be carefully crafted and reviewed to ensure the Company adheres to the non-discriminatory and principled standards under applicable Fair Lending regulations. Each PEX employee will be mindful of providing consistent treatment to all applicants and customers regardless of any prohibited basis. Employees are responsible for interacting with all Credit Applicants and Customers in an ethical, fair, and professional manner in accordance with the Policy.

PEX's prohibition on discrimination extends to all aspects of a credit transaction, which includes the initial offering or marketing of PEX's credit products and services. PEX will not discourage any Credit Applicant or prospective Credit Applicant from inquiring about, applying for, or otherwise pursuing a PEX product or service on a Prohibited Basis. Among other things, this means that PEX and its employees will not, on a Prohibited Basis:

1. Make statements suggesting that a prospective Credit Applicant not apply for a credit product or service;
2. Use words, symbols or models in advertising that suggest a discriminatory preference or policy of exclusion; or
3. Withhold assistance or information from prospective Credit Applicants that would ordinarily be extended to other prospective Credit Applicants.

About

Blog

Careers

Learn More

Free Trial

Schedule a Demo

Referrals

Become a Partner

Partner Directory

FAQs

Contact Us

1 (877) 274-3390

Email

Location

Support

Legal

Terms of Use

Privacy Policy

Services Agreement

Electronic
Communications
Agreement

Download our free
mobile app



© 2007-2023 Prepaid Expense Card Solutions, Inc., All Rights Reserved The PEX Visa® Prepaid Card and the PEX Disburse Visa® Prepaid Card is issued by Fifth Third Bank, N.A., Member FDIC, or The Bancorp Bank, Member FDIC, pursuant to a license from Visa U.S.A. Inc. and may be used everywhere Visa Business Prepaid cards are accepted. The PEX Visa® Prepaid Card and PEX Disburse Visa® Prepaid Card are not credit cards. Please see the back of your card for its issuing bank.

