

Sequin Financial, Inc. Terms of Use

Updated At: Jul 21, 2023

The following terms of service are terms of a legal agreement (the “Agreement”) between you (“you”, “your”, or “user”) and Sequin Financial, Inc., its subsidiaries, affiliates, agents and assigns (“Sequin”, “we”, “us”, or “our”) which sets forth the terms and conditions for your use of and Sequin’s website, sequincard.com, mobile application (“Mobile App”) ,as well as the products and services offered, operated or made available by Sequin through sequincard.com or the Mobile App including the Sequin Rewards Program (the website, Mobile App, and the products and services, collectively, the “Services”). The Services are owned and operated by Sequin, and are being provided to you expressly subject to this Agreement. By accessing, browsing and/or using the Services, you acknowledge that you have read, understood, and agree to be bound by the terms of this Agreement and to comply with all applicable laws and regulations. The terms and conditions of this Agreement form an essential basis of the bargain between you and Sequin, and this Agreement governs your use of the Services.

THIS AGREEMENT ALSO INCLUDES, AMONG OTHER THINGS, A BINDING ARBITRATION PROVISION THAT CONTAINS A CLASS ACTION WAIVER. PLEASE REFER TO SECTION 21 BELOW FOR MORE INFORMATION.

1. ACCEPTANCE OF AGREEMENT

Please carefully review this Agreement before using the Services, or accessing any data thereon. If you do not agree to these terms, you may not access or use the Services.

To use the Services and to accept the Agreement, you must:

1. Be a legal resident of the United States;
2. Have a U.S.-based bank account;
3. Be at least 18 years old;
4. Not be prohibited by law from using the Services; and
5. Not have been suspended or removed from the Services.

2. MODIFICATION OF THIS AGREEMENT

Sequin reserves the right to amend this Agreement at any time. When we make material modifications to this Agreement, we will post the revised Agreement through the Services and update the “Last Updated” date at the top of this Agreement. We will also provide you with notice of any material changes by email at least 30 days before the date they become effective. Your continued use of the Services after any change to this Agreement constitutes your agreement to be bound by any such changes.

Sequin may terminate, suspend, change, or restrict access to all or any part of the Services without notice or liability.

3. PRIVACY POLICY

Sequin maintains a [Privacy Policy](#), and it details how we handle and protect data. We fully incorporate our Privacy Policy into this Agreement. Note that we reserve the right to update the Privacy Policy at our discretion, and that any changes made to our Privacy Policy are effective when the updates are live on sequincard.com.

4. USER INFORMATION ACCURACY AND UPDATES

To access Sequin’s Services, you must create a user account with Sequin (a “Sequin Account”). Each user may only open and use a single Sequin Account. This process will include creation of a Login ID and password to access the Services. When you sign up for a Sequin Account, you agree to provide accurate, current and complete information—such as your name, phone number, and email address—as may be prompted by any registration forms available

through the Services or as otherwise requested by Sequin for such information (“User Information”). You further represent that you are a legal owner of, and that you are authorized to provide us with, all User Information and other information necessary to facilitate your use of the Services. In order to use certain Services, Sequin may be required to verify your identity. You authorize us to make any inquiries we consider necessary to validate your identity. If you do not respond to such inquiries or we cannot verify your identity, we can refuse to allow you to use the Services.

Should any of your User Information change, you agree that you will update this information as soon as possible. To update your User Information, please contact us at support@sequincard.com.

Should you believe or have reason to believe that any of your User Information, including your Login ID and/or password, has been compromised, or that another person is accessing your Sequin Account through some other means, you agree to notify us as soon as possible at support@sequincard.com.

5. OVERVIEW OF SERVICES

5.1. Sequin Rewards Visa® Debit Card and Sequin Checking Account

To access the Services, you will need to sign up for a demand deposit account provided by Thread Bank & Trust (“Provider Bank”), member of the Federal Deposit Insurance Corporation (a “Sequin Checking Account”). Use of a Sequin Checking Account will be subject to Thread Bank & Trust Deposit Account Agreement. The Provider Bank will also issue you a network branded debit card associated with such Sequin Checking Account (the “Sequin Rewards Card”), which will be subject to the Thread Bank & Trust Cardholder Agreement between you and Provider Bank.

Please note that Provider Bank only provides Sequin Checking Accounts, the Sequin Rewards Card, and associated banking services; Provider Bank does not provide or facilitate the Services. Your eligibility for a Sequin Checking Account and Sequin Rewards Card is the decision of Provider Bank. If you cannot obtain a Sequin Rewards Card or your Sequin Checking Account is closed, suspended, or inactive, you may not be able to use the Services.

Not paying the membership fee will result in our closure of the Sequin Account and our return of your funds.

5.2 Sequin Rewards Program

Sequin offers a rewards program (the “Rewards Program”) to enable users to earn various rewards (“Sequin Rewards”). Sequin currently offers discounts on partner brands at checkout.

5.2.1. Participation in the Rewards Program

To participate in the Rewards Program, your Sequin Account must be continuously in good standing and you must have paid your Membership Fee. Your access to the Rewards Program may be suspended if your Membership Fee is not paid. If (i) your Sequin Rewards Card or Sequin Account is terminated or not in good standing for any reason, including, without limitation, because you deactivate your Sequin Rewards Card, or (ii) Sequin determines in its sole discretion that you are misusing the Rewards Program or have otherwise violated this Agreement, then you may be ineligible to access Sequin Rewards. Sequin may temporarily or permanently suspend the Rewards Program and/or disqualify you from participating in the Rewards Program Sequin without prior notice or liability to you, discontinue the Rewards Program or modify the Rewards Program by adding or removing features or functionalities, even though such changes may affect Sequin Rewards awarded to you. Sequin may also revise the terms governing the Rewards Program from time to time in its sole discretion, subject to applicable law. The Sequin Rewards Program is not open to residents of any jurisdiction where restricted or prohibited by law.

In the event that your Sequin Account or Sequin Rewards Card is canceled, deactivated, or closed, your enrollment in the Sequin Rewards Program will end. You can re-enroll in the Sequin Rewards Program if you reopen your Sequin Rewards Card. To the extent allowed by applicable law, we may cancel any accumulated Sequin Rewards if Sequin

becomes insolvent, unable to pay our debts when due, files a bankruptcy action under the U.S. Bankruptcy Code or has such an action filed against us.

Participation in the Sequin Rewards Program is voluntary and is not required to obtain any other Services. Subject to the eligibility requirements stated below, you will be automatically enrolled into the Sequin Rewards Program. If you would prefer not to participate in the Sequin Rewards Program, please notify us at support@sequincard.com.

5.2.2. ATM Fee Reimbursement

Sequin does not charge any ATM fees, but the ATM you are using likely does. With Sequin, you get up to four domestic ATM fee reimbursements per month, up to \$20.00. Sequin members will receive their reimbursement by the 10th day of the following month.

6. ACCOUNT FEES AND FEE SCHEDULE

You will pay all fees and charges applicable to your Account. Fees are subject to change at any time. We will provide you advance notice of any changes where required by law.

Fee Description	Fee Amount and Frequency	Additional Details
Rewards Card monthly subscription fee	Monthly Membership Plan: \$13/month (\$156/year) or Annual Membership Plan: \$130/year	Subscription fees can be paid either in monthly or annual plans. Failure to pay the membership fee, or membership cancellation will require Sequin to close the customer's deposit account and debit card(s). Visit https://www.sequincard.com/pricing/ for more information. Program partner may periodically offer 30% discount to subscription fee.

7. THIRD PARTY INFORMATION

To use the Services, you may direct Sequin to retrieve your bank account transaction history, balance information, and/or other information maintained by third parties with which you have relationships, maintain accounts or engage in financial transactions ("Third Party Account Information"). This may include information maintained Provider Bank, Stilt, and any other financial institution you link through the Services. Sequin may work directly with the third parties maintaining such Third Party Account Information, or with one or more third party service providers to access this Third Party Account Information. We will use this information to provide you with the Services you request, including to track transactions, to track deposits, and to track balances. By using the Services, you authorize Sequin to access this information maintained by identified third parties, on your behalf as your agent, and you expressly authorize such third parties to disclose your information to us. By agreeing to this Agreement, you are also agreeing that you are responsible for keeping any passwords and usernames you provide to us so we can retrieve this Third Party Account Information securely, and for keeping those passwords and usernames up-to-date in your Sequin Account. Sequin does not review the Third Party Account Information for accuracy, legality or non-infringement, and Sequin is not responsible for your Third Party Account Information or products and services offered by or on third party sites. You acknowledge that any Third Party Account Information that is displayed through the Services will be the information we most recently accessed, and that this information may not reflect pending transactions or other recent activity.

8. SMS MESSAGING AND TELEPHONE CALLS

You consent to receive SMS messages (including text messages), and telephone calls (including prerecorded and artificial voice and autodialed) from us, our agents, representatives, affiliates or anyone calling on our behalf at the specific number(s) you have provided to us, with service-related information such as alerts, or questions about your use of the Services. You certify, warrant and represent that the telephone number you have provided to us is your contact number and not someone else's. You represent that you are permitted to receive calls and text messages at

the telephone number you have provided to us. You agree to promptly alert us whenever you stop using a telephone number. Sequin and our agents, representatives, affiliates and anyone calling on our behalf may use such means of communication described in this Section even if you will incur costs to receive such phone messages, text messages, e-mails or other means.

Standard message and data rates may apply to all SMS messages (including text messages). We may modify or terminate our SMS messaging services from time to time, for any reason, and without notice, including the right to terminate SMS messaging with or without notice, without liability to you.

9. LIMITATIONS OF USE

You agree to use the Services only for lawful purposes. You are prohibited from any use of the Services that would constitute a violation of any applicable law, regulation, rule or ordinance of any nationality, state, or locality or of any international law or treaty, or that could give rise to any civil or criminal liability. Any unauthorized use of the Services, including but not limited to unauthorized entry into Sequin's systems, misuse of passwords, or misuse of any information posted on through the Services is strictly prohibited. Sequin makes no claims concerning whether use of the Services is appropriate outside of the United States. If you access the Services from outside of the United States, you are solely responsible for ensuring compliance with the laws of your specific jurisdiction.

You agree you will not, directly or indirectly, (1) use the Services in a manner that violates these Terms or any applicable law, rule, or regulation, or for any unintended purpose; (2) interfere with or damage the Services or our servers, including, without limitation, through the use of viruses, malware, harmful code, denial of service attacks, forged information, or similar methods or technology; (3) impersonate or misrepresent your identity or affiliation with a person, entity or organization or use a false identity; (4) attempt to obtain unauthorized access to the Services or any materials or information not intentionally made available through the Service; (5) navigate or search the

Services with any tool, software, agent, engine or other means (including bots, avatars, intelligent agents, or spiders); (6) use a means other than Sequin's provided interface to access the Services; (7) use the Services in a way that could impair, overburden, damage, or disable any portion of the Services; (8) mirror any material contained on the Services; (9) collect information about users of the Service; (10) violate, misappropriate or infringe a third party's intellectual property or other right through the Service; (11) interfere with any third party's ability to use or enjoy, or our ability to provide, the Service; (12) try to reverse engineer, disassemble, decompile, or decipher the Services or software making up the Services; make any modification, adaptation, improvement, enhancement, translation, or derivative work from the application; (13) remove, alter, or obscure any proprietary notice (including any notice of copyright or trademark); (14) use the Services for any revenue generating endeavor, commercial enterprise, or other purpose for which it is not designed or intended; (15) use the Services for creating a product, service, or software that is, directly or indirectly, competitive with or in any way a substitute for the Services; or (16) use the Mobile App or any of the Services to send automated queries to any website or to send any unsolicited commercial e-mail.

Sequin reserves the right to take various actions against you if you do not pay the Membership Fee or we believe you have engaged in activities restricted by this Agreement or by laws or regulations, and Sequin also reserves the right to take action to protect Sequin, other users, and other third parties from any liability, fees, fines, or penalties. We make take actions including, but not limited to: (1) updating information you have provided to us so that it is accurate, (2) limiting or completely closing your access to the Services, (3) suspending or terminating your ability to use the Services on an ongoing basis, (4) taking legal action against you, (5) holding you liable for the amount of Sequin's damages caused by your violation of this Agreement.

10. INTELLECTUAL PROPERTY RIGHTS

The Services are owned and operated by the Sequin. All content, visual interfaces, information, graphics, design, compilation, computer code, products, software, services, text, data, contents, names, trade names, trademarks, trade dress, service marks, layout, logos, designs, images, graphics, illustrations, artwork, icons, photographs, displays, sound, music, video, animation, organization, assembly, arrangement, interfaces, databases, technology, and all intellectual property of any kind whatsoever and the selection and arrangement thereof (collectively, the

“Sequin Materials”) are owned exclusively by Sequin or the licensors or suppliers of Sequin and are protected by U.S. copyright, trade dress, patent, and trademark laws, international conventions, and all other relevant intellectual property and proprietary rights, and applicable laws. Nothing on the Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Sequin Materials displayed on the Services, without our prior written permission in each instance. You may not use, copy, display, distribute, modify or reproduce any of Sequin Materials found on the Services unless in accordance with written authorization by us. Sequin prohibits use of any of the Sequin Materials as part of a link to or from the Services unless establishment of such a link is approved in writing by us in advance. Any questions concerning any Sequin Materials, or whether any mark or logo is a Sequin Material, should be referred to Sequin. All rights related to the Sequin Materials are hereby reserved. You agree that the Sequin Materials may not be copied, reproduced, distributed, republished, displayed, posted or transmitted in any form or by any means, including, but not limited to, electronic, mechanical, photocopying, recording, or otherwise, without the express prior written consent of Sequin. You acknowledge that the Sequin Materials are and shall remain the property of Sequin.

You may not modify, participate in the sale or transfer of, or create derivative works based on any Sequin Materials, in whole or in part.

11. MOBILE APPLICATION LICENSE

If you access the Services via the Mobile App, then we grant you a revocable, non-exclusive, non-transferable, limited right to install and use the Mobile App, on wireless electronic devices owned or controlled by you, and to access and use the Mobile App, on such devices strictly in accordance with the terms and conditions of this Mobile App license contained in these Agreement. The following terms apply when you use a Mobile App obtained from either the Apple Store or Google Play (each an “App Distributor”) to access the Services: (1) the license granted to you for our Mobile App is limited to a non-transferable license to use the Mobile App on a device that utilizes the Apple iOS or Android operating systems, as applicable, and in accordance with the usage rules set forth in the applicable App Distributor’s terms of service; (2) we are responsible for providing any maintenance and support services with respect to the Mobile App as specified in the terms and conditions of this Mobile App license contained in these Terms of Use or as otherwise required under applicable law, and you acknowledge that each App Distributor has no obligation whatsoever to furnish any maintenance and support services with respect to the Mobile App; (3) in the event of any failure of the Mobile App to conform to any applicable warranty, you may notify the applicable App Distributor; (4) you represent and warrant that (i) you are not located in a country that is subject to a U.S. government embargo, or that has been designated by the U.S. government as a “terrorist supporting” country and (ii) you are not listed on any U.S. government list of prohibited or restricted parties; (5) you must comply with applicable Third party terms of agreement when using the Mobile App, e.g., if you have a VoIP application, then you must not be in violation of their wireless data service agreement when using the Mobile App; and (6) you acknowledge and agree that the App Distributors are Third party beneficiaries of the terms and conditions in this Mobile App license contained in these Terms of Use, and that each App Distributor will have the right (and will be deemed to have accepted the right) to enforce the terms and conditions in this Mobile App license contained in these Terms of Use against you as a Third party beneficiary thereof. Apple and Google are not a sponsor of any content or Services.

12. TERMINATION

Sequin may terminate this Agreement at any time without notice, or suspend or terminate your access and use of the Services at any time, with or without cause, in Sequin’s absolute discretion and without notice. You may terminate your access and use of the Services by contacting us at support@sequincard.com. The following provisions of this Agreement shall survive termination of your use or access to the Services: the sections concerning Indemnification, Disclaimer of Warranties, Limitation of Liability, Waiver, Dispute Resolution by Binding Arbitration, and General Provisions, and any other provision that by its terms survives termination of your use or access to the Services. Sequin further reserves the right to modify or discontinue, either temporarily or permanently, any portions or all of the Services at any time with or without notice.

13. DISCLAIMER OF WARRANTIES

THE SERVICES ARE PROVIDED ON AN “AS IS” AND “AS AVAILABLE” BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, SEQUIN AND ALL OF ITS SUCCESSORS, PARENTS, SUBSIDIARIES, AFFILIATES, OFFICERS, DIRECTORS, STOCKHOLDERS, INVESTORS, EMPLOYEES, AGENTS, REPRESENTATIVES AND ATTORNEYS AND THEIR RESPECTIVE HEIRS, SUCCESSORS, AND ASSIGNS (COLLECTIVELY, THE “SEQUIN PARTIES”) EXPRESSLY MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO THE CONTENT OR OPERATION OF THE SERVICES. YOU EXPRESSLY AGREE THAT YOUR USE OF THE SERVICES IS AT YOUR SOLE RISK. IF YOU ARE A CALIFORNIA RESIDENT, YOU HEREBY WAIVE CALIFORNIA CIVIL CODE SECTION 1942 WHICH PROVIDES: “A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”

THE SEQUIN PARTIES MAKE NO REPRESENTATIONS, WARRANTIES OR GUARANTEES, EXPRESS OR IMPLIED, REGARDING THE ACCURACY, ADEQUACY, TIMELINESS, RELIABILITY, COMPLETENESS, OR USEFULNESS OF ANY OF THE INFORMATION OR CONTENT ON THE SERVICES, AND EXPRESSLY DISCLAIM ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NON-INFRINGEMENT, OR TITLE. THE SEQUIN PARTIES MAKE NO REPRESENTATION, WARRANTY, OR GUARANTEE THAT THE SERVICES ARE FREE OF VIRUSES, BUGS, DEFECTS, ERRORS, OR OTHER COMPUTING ROUTINES THAT CONTAIN DAMAGING OR OTHERWISE CONTAMINATING PROPERTIES, OR PROGRAMS INTENDED TO INTERCEPT OR STEAL PERSONAL OR SYSTEM DATA.

Please note, the ability to exclude warranties varies in different jurisdictions. To the extent that a jurisdiction places limits on the ability for a party to exclude warranties, these exclusions exist to the extent permitted by law. Because of this jurisdictional variance, some of the above exclusions may not apply to you.

14. NO LEGAL, TAX OR FINANCIAL ADVICE; ALERTS

SEQUIN DOES NOT INTEND TO PROVIDE YOU WITH ANY LEGAL, TAX, OR FINANCIAL ADVICE THROUGH THE SERVICES. SEQUIN IS NOT A LAWYER, TAX ADVISOR, BROKER, OR FINANCIAL PLANNER. SEQUIN ENCOURAGES YOU TO CONSIDER CONSULTING AN ACCOUNTANT OR OTHER FINANCIAL ADVISOR AWARE OF YOUR INDIVIDUAL CIRCUMSTANCES BEFORE IMPLEMENTING ANY FINANCIAL STRATEGY OR MAKING OTHER FINANCIAL DECISION.

SEQUIN WILL MAKE REASONABLE EFFORTS TO PROVIDE TIMELY AND ACCURATE ALERTS TO YOU, BUT YOU ACKNOWLEDGE AND UNDERSTAND THAT ALERTS MAY BE DELAYED OR PREVENTED FOR VARIOUS REASONS.

SEQUIN DOES NOT GUARANTEE THE DELIVERY, ACCURACY, OR TIMELINESS OF ALERTS. FURTHER, SEQUIN IS NOT LIABLE FOR ANY ERRORS IN THE DELIVERY OR CONTENT OF AN ALERT, AND SEQUIN IS NOT LIABLE FOR ACTIONS YOU TAKE, OR DO NOT TAKE, IN RELIANCE ON ALERTS. SEQUIN IS NOT LIABLE FOR ANY THIRD PARTY RELIANCE ON ALERTS.

15. LINKS TO THIRD PARTIES AND THIRD PARTY-CONTENT

The Services may contain links or other content related to websites, advertisers, products and/or services offered by third parties. Sequin has no control and makes no representation with respect to any such links, content, websites, products or services or any information provided or transmitted via such links, websites, products or services, or otherwise provided by any such third party. You understand and agree that use of such links and use of any products or services from third parties is at your own risk. Sequin expressly disclaims, and user expressly releases Sequin from, any and all liability whatsoever for any controversies, claims, suits, injuries, loss, harm and/or damages, arising from and/or in any way related to the use of such links or the use of any such products or services from third parties.

16. LIMITATION OF LIABILITY

THE SEQUIN PARTIES WILL NOT BE RESPONSIBLE, UNDER ANY CIRCUMSTANCES, TO YOU OR ANY THIRD PARTY FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY, LIQUIDATED, OR PUNITIVE DAMAGES, INCLUDING DAMAGES UNDER WARRANTY, CONTRACT, TORT, NEGLIGENCE, OR ANY OTHER CLAIMS, ARISING OUT OF OR RELATING TO YOUR USE OF THE SERVICES, THE SEQUIN MATERIALS, OR ANY CONTENT OR OTHER MATERIALS ON OR ACCESSED THROUGH THE SERVICES, EVEN IF SEQUIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THE SEQUIN PARTIES WILL ALSO NOT BE LIABLE TO YOU FOR ANY USE OF INFORMATION, DATA, OR OTHER MATERIAL TRANSMITTED VIA THE SERVICES, OR FOR ANY ERRORS, DEFECTS, INTERRUPTIONS, DELETIONS, OR LOSSES RESULTING FROM, INCLUDING LOSS OF PROFIT, REVENUE, OR BUSINESS, ARISING IN WHOLE OR IN PART FROM YOUR ACCESS TO, OR USE OF, SERVICES. IN NO EVENT WILL THE SEQUIN PARTIES' TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES OR CAUSES OF ACTION EXCEED USD \$1,000 (ONE THOUSAND UNITED STATES DOLLARS). SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS SET FORTH ABOVE MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF THE SERVICES OR WITH THIS AGREEMENT, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF OUR SERVICES.

17. INDEMNIFICATION

To the fullest extent permitted by law, you agree to indemnify, defend and hold harmless the Sequin Parties from and against any and all claims, losses, expenses, demands or liabilities, including reasonable attorneys' fees arising out of or relating to (i) your access to, use of or alleged use of the Services; (ii) your violation of this Agreement or any representation, warranty, or agreements referenced herein, or any applicable law or regulation; (iii) your violation of any third party right, including without limitation any intellectual property right, publicity, confidentiality, property or privacy right; or (iv) any disputes or issues between you and any third party. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and in such case, you agree to cooperate with our defense of such claim. You shall cooperate as fully as reasonably required in the defense of any such claim. Sequin reserves the right, at its own expense, to assume the exclusive defense and control of any matter subject to indemnification by you. You agree not to settle any matter without the prior written consent of Sequin.

18. DISPUTE RESOLUTION BY BINDING ARBITRATION

YOU HAVE READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US. YOU UNDERSTAND THAT YOU HAVE THE RIGHT TO REJECT THIS PROVISION AS PROVIDED IN Section 18.3 BELOW.

18.1 Election to Arbitrate

You and Sequin agree that the sole and exclusive forum and remedy for resolution of a Claim be final and binding arbitration pursuant to this Section 18 (the "Arbitration Provision"), unless you opt out as provided in Section 18.3 below or your Claim is subject to an explicit exception to in this Arbitration Provision. As used in this Arbitration Provision, "Claim" shall include any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us on the other hand, relating to or arising out of this Agreement, and/or the activities or relationships that involve, lead to, or result from this Agreement, including (except to the extent provided otherwise in the last sentence of Section 18.6 below) the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Agreement. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise, except that both you and Sequin retain the right: (a) to bring an individual action in small claims court (a "Small Claims Action"); or (b) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, the misappropriation or violation of a party's copyrights, trademarks, trade secrets, patents or other intellectual property rights (an "IP Protection Action"). Claims include matters arising as initial claims, counter- claims, cross-claims, Third party claims, or otherwise. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

18.2. Opt-Out of Arbitration Provision

You may opt out of this Arbitration Provision for all purposes by sending an arbitration opt out notice to support@sequincard.com, within thirty (30) days of the date of your electronic acceptance of the terms of this Agreement (such notice, an "Arbitration Opt-Out Notice"). The opt out notice must clearly state that you are rejecting arbitration; identify the Agreement to which it applies by date; provide your name, address, and social security number; and be signed by you. If you don't provide Sequin with an Arbitration Opt-Out Notice within the thirty (30) day period, you will be deemed to have knowingly and intentionally waived your right to litigate any Claim except with regard to a Small Claims Action or an IP Protection Action, as expressly set forth above.

18.3 Judicial Forum for Disputes

In the event that (i) you or we bring an IP Protection Action; (ii) you timely provide Sequin with an Arbitration Opt-out Notice; or (iii) this Section 18 is found not to apply, the exclusive jurisdiction and venue of any Claim will be the state and federal courts located in Delaware and each of the parties hereto waives any objection to jurisdiction and venue in such courts. You and we both further agree to waive our right to a jury trial.

18.4 Informal Dispute Resolution

If a Claim arises, our goal is to learn about and address your concerns and, if we are unable to do so to your satisfaction, to provide you with a neutral and cost effective means of resolving the dispute quickly. You agree that before filing any claim in arbitration, you will try to resolve the Claim informally by contacting support@sequincard.com. Similarly, Sequin will undertake reasonable efforts to contact you (if we have contact information for you) to resolve any claim we may possess informally before taking any formal action. If a Claim is not resolved within 30 days after the email noting the Claim is sent, you or Sequin may initiate an arbitration proceeding as described below.

18.5 WAIVER OF RIGHT TO LITIGATE

Unless you timely provide Sequin with an Arbitration Opt-out Notice, YOU ACKNOWLEDGE THAT YOU HAVE A RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY, BUT WILL NOT HAVE THAT RIGHT IF ANY PARTY ELECTS ARBITRATION PURSUANT TO THIS ARBITRATION PROVISION. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHT TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.

18.6 NO CLASS ACTIONS

You and Sequin agree that the arbitration of any Claim shall proceed on an individual basis, and neither you nor Sequin may bring a claim as a part of a class, group, collective, coordinated, consolidated or mass arbitration (each, a "Collective Arbitration"). Without limiting the generality of the foregoing, a claim to resolve any Claim against Sequin will be deemed a Collective Arbitration if (i) two (2) or more similar claims for arbitration are filed concurrently by or on behalf of one or more claimants; and (ii) counsel for the claimants are the same, share fees or coordinate across the arbitrations. "Concurrently" for purposes of this provision means that both arbitrations are pending (filed but not yet resolved) at the same time.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR SEQUIN SHALL BE ENTITLED TO CONSOLIDATE, JOIN OR COORDINATE CLAIMS BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE OR LITIGATE ANY CLAIM IN A REPRESENTATIVE CAPACITY, INCLUDING AS A REPRESENTATIVE MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. IN CONNECTION WITH ANY CLAIM (AS DEFINED ABOVE), ANY AND ALL SUCH RIGHTS ARE HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVED. ANY CHALLENGE TO THE VALIDITY OF THIS SECTION 18.6 SHALL BE DETERMINED EXCLUSIVELY BY THE ARBITRATOR.

18.7 Arbitration Procedures

The party initiating arbitration shall do so with Judicial Alternatives and Mediation Services (“JAMS”). Claims involving claims and counterclaims with an amount in controversy under \$250,000, not inclusive of attorneys’ fees and interest, shall be subject to JAMS’ most current version of the Streamlined Arbitration Rules; all other Claims shall be subject to JAMS’s most current version of the Comprehensive Arbitration Rules and Procedures (the applicable rule set, the “JAMS Rules”). If you have any questions concerning JAMS or would like to obtain a copy of the JAMS Rules, you may call 1(800) 352-5267 or visit their web site at: www.jamsadr.com. In the case of a conflict between the JAMS Rules and this Arbitration Provision, this Arbitration Provision shall control, subject to countervailing law, unless all parties to the arbitration consent to have the JAMS Rules apply. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the JAMS Rules. Arbitration will proceed on an individual basis and will be handled by a sole arbitrator. The single arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from JAMS’ roster of arbitrators. If the parties are unable to agree upon an arbitrator within fourteen (14) days of delivery of the Demand for Arbitration, then JAMS will appoint the arbitrator in accordance with the JAMS Rules. The arbitrator(s) shall be authorized to award any remedies, including public injunctive relief, that would be available to you in an individual lawsuit and that are not waivable under applicable law. Notwithstanding any language to the contrary in this Section 18.7, if a party seeks injunctive relief that would significantly impact other Sequin users as reasonably determined by either party, the parties agree that such arbitration will proceed on an individual basis but will be handled by a panel of three (3) arbitrators. Each party shall select one arbitrator, and the two party-selected arbitrators shall select the third, who shall serve as chair of the arbitral panel. That chairperson shall be a retired judge or an attorney licensed to practice law and with experience arbitrating or mediating disputes. In the event of disagreement as to whether the threshold for a three-arbitrator panel has been met, the sole arbitrator appointed in accordance with this Section 18.7 shall make that determination. If the arbitrator determines a three-person panel is appropriate, the arbitrator may – if selected by either party or as the chair by the two party-selected arbitrators – participate in the arbitral panel. Except as and to the extent otherwise may be required by law, the arbitration proceeding and any award shall be confidential. This Arbitration Provision shall be construed under and be subject to the Federal Arbitration Act, notwithstanding any other choice of law set out in this Agreement.

18.8 Arbitration Location

Unless you and Sequin otherwise agree, the arbitration will be conducted in the county where you reside, or if you so elect, all proceedings can be conducted via videoconference, telephonically or via other remote electronic means. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of the documents that you and Sequin submit to the arbitrator, unless the arbitrator determines that a videoconference, telephonic or in-person hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by the JAMS Rules. Subject to such rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

18.9 Arbitration Fees

If Sequin elects arbitration, we shall pay all the administrator's filing costs and administrative fees (other than hearing fees). If you elect arbitration, filing costs and administrative fees (other than hearing fees) shall be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator's rules. However, if the value of the relief sought is \$10,000 or less, at your request, we will pay all filing, administration, and arbitrator fees associated with the arbitration, unless the arbitrator finds that either the substance of your claim or the relief sought was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). In such circumstances, fees will be determined in accordance with the administrator rules.

Each party shall bear the expense of its own attorneys' fees, except as otherwise provided by law.

18.10 Arbitrator’s Decision

The arbitrator will render an award within the time frame specified in the administrator rules. The arbitrator's decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof.

18.11 Survival and Severability of Arbitration Provision

This Arbitration Provision shall survive the termination of this Agreement. With the exception of Section 18.6, if a court decides that any part of this Arbitration Provision is invalid or unenforceable, then the remaining portions of this Arbitration Provision shall nevertheless remain valid and in force. In the event that a court finds that all or any portion of Section 18.6 to be invalid or unenforceable, then the entirety of this Arbitration Provision shall be deemed void and any remaining Claim must be litigated in court pursuant to Section 18.3.

18.12 Changes

Notwithstanding the provisions of Section 2 above, if Sequin changes this Section 18 after the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement), you may reject any such change by sending us written notice (including by email to support@sequincard.com) within 30 days of the date such change became effective, as indicated in the "Last revised" date above or in the date of Sequin's email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Claim between you and Sequin in accordance with the provisions of this Section 18 as of the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement).

19. GOVERNING LAW

This Agreement shall be governed by, and any Claim shall be resolved in accordance with, the laws of the State of California.

20. SEVERABILITY

If any provision of this Agreement is found to be invalid, unlawful, void, or unenforceable by either an arbitrator or a court of competent jurisdiction, this Agreement's remaining provisions shall be enforced to the fullest extent possible, and the remaining provisions of the Agreement shall remain in full force and effect.

21. WAIVER

You agree that if Sequin does not enforce any of its legal rights or remedies under this Agreement, or other legal rights or remedies Sequin has under applicable laws, this shall not be construed as a formal waiver of those rights or remedies or any other rights in any way whatsoever.

22. GENERAL PROVISIONS

This Agreement is the entire understanding and agreement between you and Sequin. This Agreement supersedes any previous Terms of Use agreement or other agreement to which you and Sequin may have been bound. This Agreement will be binding on, inure to the benefit of, and be enforceable against the parties and their respective successors and assigns. Neither the course of conduct between parties nor trade practice shall act to modify any provision of the Agreement. You may not assign or transfer this Agreement or your rights hereunder, in whole or in part, by operation of law or otherwise, without our prior written consent. We may assign this Agreement or any of our rights or obligations under this Agreement at any time without notice. All rights not expressly granted herein are hereby reserved. Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

23. CONTACTING US

If you have questions regarding the Agreement or the practices of Sequin, please contact us by e-mail at support@sequincard.com or by regular mail at:

Sequin Financial Inc.
Anchor Suite 100
1540 Market Street
San Francisco, CA 94102.