

ISSUING BANK TERMS — LEAD BANK KRAK CARD

Last Updated: August 3, 2026

SUPPORT CONTACT INFORMATION:

Address: Payward Interactive, Inc.
106 E. Lincolnway, 4th Floor,
Cheyenne, WY 82001

Website: <https://support.kraken.com/>

Phone: 1-888-720-8670

These Terms ("Terms") set forth the terms and conditions for your Kraken Debit Card ("Krak Card" or "Card") issued by Lead Bank. This Card is provided in conjunction with your use of a Krak Account in the Krak app, offered by Payward, Inc. ("Kraken"). The terms for the Krak Account are governed by the Kraken US Card Services Terms available at <https://www.kraken.com/legal/global-terms> ("Kraken Terms"). By activating, signing the back of, or using this Card, you agree to these Terms.

IMPORTANT NOTICES:

(1) These Terms contain a binding arbitration provision and a waiver of certain rights, including your right to a jury trial and your right to bring or participate in class actions. Carefully review Section 23 on Dispute Resolution before you agree to these Terms or use the Card.

(2) This Card is not a payroll card, not a gift card, and not a credit card.

(3) By activating or using the Card, you agree to these Terms and the fees set forth within. If you do not agree to these Terms, do not activate or use the Card. You may cancel the Card at any time by calling Support.

(4) The Account holds only Fiat Currency (U.S. Dollars). Digital Assets are not held by Lead Bank. The conversion of Digital Assets to Fiat Currency to fund Card transactions is performed by Kraken or its designee, not by Lead Bank. Lead Bank does not guarantee the value, availability, or convertibility of any Digital Assets. Fiat Currency accessed through the Card is not FDIC insured.

Monthly Fee \$0.00	Per purchase \$0.00	ATM Withdrawal \$0.00	Cash reload Not available
ATM balance inquiry fee			\$0
Customer service fee			\$0
Inactivity fee (after 12 months with no transactions)			\$0
We charge 3 other types of fees. Here are some of them:			
Foreign Currency Transaction Fee			1% of transaction
Replacement Card Fee			\$4.99 (plastic card) \$60.00 (metal card)
No overdraft/credit feature. Your funds are not FDIC insured. For general information about prepaid accounts, visit cfpb.gov/prepaid . Find details and conditions for all fees and services by visiting https://www.kraken.com/legal/global-terms or visit https://support.kraken.com/ .			

In these Terms,

- "Account" means the account maintained and held at Lead Bank from which the funds will be debited to settle Card transactions.
- "Asset Conversion" means the conversion of a Digital Asset or foreign currency balance issued to your designated Platform Wallet by the Platform on your behalf.
- "Available Balance" means the amount of funds available for your use on the Card at any given time. The Available Balance is limited to the Fiat Currency funds allocated to you in the Account as described in Section 3.
- "Digital Assets" means a type of cryptographic digital asset that is supported by the Platform for Asset Conversions.
- "Krak Account" has the meaning given in the Kraken Terms.
- "Fee Schedule" means the list of fees included within these Terms. The Fee Schedule is also always available at <https://krak.app/legal/card-terms> and may be requested at no charge by calling Support.
- "Fiat Currency" means government-issued currency, including U.S. Dollars.
- "Platform" means Kraken, the company through which you obtained this Card.
- "Platform Wallet" means the digital asset wallet or account maintained by the Platform through which you hold Digital Assets or are issued fiat currency and from which Asset Conversions are initiated in connection with Card transactions.
- "Program Manager" refers to Stripe, LLC, who performs certain Card services on Lead Bank's behalf, including processing transactions and providing customer service.
- "Support" means the customer service team reachable at the phone number, email, or website listed at the top of these Terms.
- "We," "us," and "our" mean Lead Bank, a federally chartered bank, and its divisions or assignees, including our Program Manager, unless otherwise indicated.
- "You" and "your" mean the person to whom a Card is issued and who is authorized to use the Card.

Sign the back of the Card immediately upon receipt. Please read these Terms carefully and keep them for future reference. You may also view these Terms at <https://krak.app/legal/card-terms> or request a free copy by calling Support at 1-888-720-8670.

1. ABOUT THE CARD

You can use the Card to buy goods and services anywhere Visa debit cards are accepted, withdraw cash from ATMs, and perform other transactions described in these Terms.

The Card is:

- NOT a credit card;
- NOT a checking account or savings account;
- NOT a gift card; and
- NOT a payroll card.

Your ability to use the Card is limited to the Available Balance.

2. IDENTITY VERIFICATION AND RELATED INQUIRIES

a. Card Issuance

IMPORTANT INFORMATION ABOUT PROCEDURES FOR CARD ISSUANCE:

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who gets issued a Card.

What this means for you: When you request a Card, we may require your name, address, date of birth, Social Security number or tax identification number, and other information that will allow us to identify you. We may also ask to see your driver's license or other identifying documents. We may not be able to issue a Card for you if we cannot verify your identity. We may also make additional inquiries from time to time to help determine whether we should maintain your Card or enable additional features.

We may screen you against applicable sanctions lists maintained by the U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") and other government lists as required by law. We may block or close your Card if required by law or if we are unable to verify your identity.

b. Inquiries

We may make, and you consent to us making, any inquiries that we consider appropriate to help determine whether we should open, maintain, or close your Card; issue or close a Secondary Card or enable additional features. This may include verification of identity and employment and credit reports or other reports from account information services and credit reporting agencies; provided, you will not be subject to a credit report in order to open your Card.

3. CARD STRUCTURE

a. How the Card works

When the Card is used for a transaction, an authorization request will be transmitted to us. The Program Manager, on our behalf, will first determine if you have a sufficient balance, including Digital Assets, in your Platform Wallet (as communicated to us by the Platform) for the amount of the transaction. If we determine that you have a sufficient balance in your Platform Wallet, an Asset Conversion may be initiated, and we will allocate the value of the transaction in Fiat Currency in the Account to you for the transaction as your Available Balance. If we determine that you have an insufficient balance in your Platform Wallet for the transaction or the transaction is otherwise not authorized, then no Asset Conversion will be initiated, no Fiat Currency will be allocated to you in the Account, and the transaction will be declined. If your Platform Wallet is closed, the Card will be canceled.

b. The Account only holds Fiat Currency

The Account holds only Fiat Currency. The Account and Card do not hold any Digital Assets, cryptocurrency, virtual currency, digital currency, digital commodity, or other digital token. The balance displayed via the Platform may represent the Digital Asset balance in your Platform Wallet that is available for conversion to Fiat Currency via Asset Conversions in connection with

Card transactions. The Digital Asset balance displayed by the Platform is not a Fiat Currency balance held by us and is not held in your Account.

c. Available Balance

There is no minimum balance required for your use of the Card. Your Available Balance is limited to the value of the Fiat Currency proceeds available through Asset Conversions. You may add to your Available Balance by initiating a debit transaction with a merchant (i.e., using your Card to make a purchase), which authorizes (a) the Platform to initiate an Asset Conversion in an amount sufficient to cover the Fiat Currency for the debit transaction; and (b) us to allocate to you in the Account the value of the debit transaction as your Available Balance. We do not charge a fee to you directly for the loading of funds onto your card. You should consult with the Platform or Program Manager to determine any fees that may be associated with transactions that are related or incidental to your use of the Card, including Asset Conversions.

ANY INITIATION OF A DEBIT TRANSACTION WITH A MERCHANT, IN ANY AMOUNT, CONSTITUTES YOUR EXPRESS AND IRREVOCABLE CONSENT TO SELL DIGITAL ASSETS. YOU CANNOT CANCEL A TRANSACTION CHARGED TO YOUR CARD ONCE IT IS INITIATED AND AUTHORIZED.

You may not increase your Available Balance by any other method through us, including credit cards, debit cards, bank accounts, cash, or by sending personal checks, cashier's checks, retailer load networks, or money orders to us.

d. Asset Conversions disclaimer

Lead Bank is not involved with the movement, custody, purchase, or sale of any Digital Assets and Asset Conversions associated with your Account. Lead Bank does not guarantee the price of any Digital Assets or the proceeds of Asset Conversions. Asset Conversions are conducted by the Platform or its designee as facilitated by the Platform and are subject to additional terms between you and the Platform. Please contact the Platform for more information related to the sale of any Digital Assets and Asset Conversions.

e. No interest or FDIC insurance

You will not be paid interest or any other earnings on the funds in the Account. Any Fiat Currency in the Account will not be eligible for FDIC insurance.

f. Account limits

There may be limits on the number, type, or dollar amount of transactions you may make using the Card. For current limits, tap here ([krakenpay://verification-and-limits](#)) or call Support.

4. USING THE CARD

a. Permitted Uses

Provided you have a sufficient Available Balance, you may use your Card to:

- Pay for goods and services at merchants that accept Visa debit cards, including in-store, online, in-app, and by mail or telephone ("point-of-sale" transactions);

- Withdraw cash from ATMs displaying the Visa or Plus logos;
- Obtain cash back with a point-of-sale purchase where available;
- Obtain cash from participating financial institutions (Visa member bank cash withdrawal);
- Add the Card to a supported digital wallet (Apple Pay, Google Pay, Samsung Pay) and make purchases using such digital wallet;
- Send or receive person-to-person transfers where available; and
- Make bill payments where available.

Some of these services may not be available at all terminals, with all merchants, or with all Card configurations. Fees may apply; see Section 5 (Fees and Charges) for further details.

b. Activation and PIN

You may use your physical Card only after activation. To activate your physical Card and select a Personal Identification Number ("PIN"), go to the Krak app or visit <https://support.krak.app>. You can use your Card and PIN to withdraw cash from ATMs and to make PIN-based debit purchases. You may change your PIN at any time in the Krak app.

You agree that you will:

- Not disclose your PIN or record it on the Card or otherwise make it available to any other individual;
- Use the Card, the PIN, and any terminal as instructed;
- Promptly notify us of any loss or theft of the Card or PIN by calling Support; and
- Be responsible for your use of the Card and PIN, including any use by someone you permit to use your Card or PIN.

If you permit another person to use your Card, you will be deemed to have authorized such use and you will be liable for all transactions made by that person unless and until you notify us that such person's authority is revoked.

c. Debit Transactions

You may initiate a debit transaction at the point of sale by swiping, inserting, or tapping your Card, signing the receipt or providing your signature electronically, or entering your PIN. You may also provide your Card number for internet purchases. Different terms may apply to transactions conducted with or without a PIN. Please refer to Sections 12, 13, and 14 for a description of rights and protections applicable to your Card.

d. Transaction Limitations

For security and regulatory reasons, we may limit the number, type, or dollar amount of transactions you may make, or suspend or terminate your Card. We may also refuse to process transactions or decline to authorize transactions if:

- You breach these Terms, applicable laws, or applicable card network rules;

- We reasonably suspect fraud or unauthorized use;
- You provided inaccurate or false information in connection with the Card;
- You pose an unacceptable regulatory, reputational, or financial risk to us; or
- We are required to do so by law, regulation, or court order.

For information regarding current transaction limits, tap here (<krakenpay://verification-and-limits>)

5. FEES AND CHARGES

a. Fee Schedule

All fees applicable to your Card are set forth in the Fee Schedule below, which is always available at <https://krak.app/legal/card-terms> and may be requested at no charge by calling Support. You agree that the fees set forth in the Fee Schedule apply to your Card and your usage, and you authorize us to deduct the applicable fees from your Available Balance or Platform Wallet. A particular fee may not apply if it is restricted by law in your state.

b. Third-Party Fees

You understand that parties other than us—including third-party ATM operators and other service providers—may charge you additional fees for use of the Card or services related to the Card. These fees will be disclosed by the party charging them at the time the services are used. For example, if you use an ATM outside of our in-network ATM locations, you may be charged a fee by us as well as by the ATM operator or by any network used to complete the transaction. For information about in-network ATM locations, visit <https://krak.app/card>.

c. Fee Changes

We may change, add, or delete fees from the Fee Schedule from time to time. We will provide you at least twenty-one (21) days' advance written notice before any fee increase or new fee takes effect, as required by applicable law. If you do not agree to the change, you may cancel your Card and receive your remaining Available Balance before the change takes effect at no charge. If the change is made for security purposes directly related to the safety of your Card, we may implement such change without advance notice.

6. CHECKING YOUR BALANCE AND TRANSACTION HISTORY

a. Periodic Statements

We will send you a periodic statement for each monthly cycle in which an electronic fund transfer has occurred, and at least quarterly if no transfer has occurred. Your periodic statement will include: the amount, date, and type of each transfer; any fees charged; your beginning and ending balances; and the address and telephone number for inquiries or error reporting. Your periodic statement will be provided electronically pursuant to the applicable e-sign agreement.

b. Receipts

You are entitled to receive a receipt at the time you make a transaction at an ATM or point-of-sale terminal.

7. AUTHORIZATION HOLDS

When you use your Card to pay for goods or services, certain merchants may request authorization in advance and may estimate the final value of the transaction. When you use your Card at an ATM, we generally authorize the transaction in advance, including all applicable fees. When we authorize the transaction, we place a temporary hold on your Available Balance for the amount indicated by the merchant.

With certain types of purchases (such as at restaurants, hotels, or similar merchants), we may preauthorize an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization will place a "hold" on your Available Balance until the merchant sends us the final payment amount. Once we receive the final amount, we will release the hold. During this time, you will not have access to the held amount. If you authorize a transaction but do not complete the purchase, the approval may result in a hold on those funds for up to thirty (30) days.

If you use your Card at an automated fuel dispenser ("pay at the pump"), the merchant may preauthorize the transaction for up to \$150 or more. If your Card is declined at the pump even though you have sufficient funds, pay for your purchase inside with the cashier.

We will charge your Card only for the correct amount of the final transaction and will release any excess amount when the transaction settles. You acknowledge that released funds may not be immediately available for use until we have had a reasonable time to process the release.

8. RETURNS AND REFUNDS

In the case of a refund or other credit to your Card, such amounts will be credited in Fiat Currency to the Account and made available to your Platform Wallet. If you are entitled to a refund for goods or services purchased with your Card, the merchant handles the return and refund. While merchant refunds post as soon as we receive them, we have no control over when a merchant sends a credit transaction. The refund may not be available for several days after the refund transaction occurs.

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services purchased with the Card. Any claims concerning the quality of goods or services must be resolved by you directly with the merchant.

9. TRANSACTIONS IN EXCESS OF BALANCE

You are not allowed to exceed your Available Balance through any individual or series of transactions. If you attempt a transaction with insufficient funds, the transaction will generally be declined. If you do not have enough funds available, you may be able to ask the merchant to perform a "split transaction" to charge part of the purchase to the Card and pay the remaining amount with another form of payment. If a negative balance occurs, it represents an amount you owe us and we have the right to (a) obtain funds from the Account, and (b) have Platform initiate an Asset Conversion from your Platform Wallet to cover the amount owed.

10. FOREIGN CURRENCY TRANSACTIONS

The amount of any transaction in a foreign currency will be converted to U.S. dollars. The conversion rate will be determined by the rules and procedures of Visa and may include a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable processing date, which may vary from the rate Visa itself receives, or the government-mandated rate in effect for the applicable processing date. An international transaction fee may also apply as set forth in the Fee Schedule. This fee may be assessed on

all transactions in which the merchant is located in a country other than the United States, even if the transaction does not require a currency conversion.

11. REPLACEMENT CARDS

A replacement Card will be sent to you prior to the expiration of your Card, provided your Krak Account has not been closed. If your Card is lost, stolen, or damaged, contact Support to request a replacement. A fee may apply as set forth in the Fee Schedule. Expedited delivery options may be available for an additional fee. You must activate the replacement Card before use.

12. LOST OR STOLEN CARDS AND UNAUTHORIZED TRANSACTIONS

Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your Card. You could lose all the assets available through your Card if you do not promptly contact us about a lost or stolen card.

If you tell us within two (2) business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission.

If you do NOT tell us within two (2) business days after you learn of the loss or theft, and we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500.

Also, if your periodic statement shows transactions that you did not make, tell us at once. If you do not tell us within sixty (60) days after we send you the first periodic statement on which the unauthorized transfer appeared, you may not get back any money you lost after the sixty (60) day period if we can prove that we could have stopped someone from taking the money if you had told us in time.

If a good reason prevents you from reaching out to us in a timely fashion, we may extend the time periods.

If you believe the Card or PIN has been lost or stolen or that someone has transferred or may transfer assets from your Platform Wallet without your permission, call Support at 1-888-720-8670 or write to us at:

Payward Interactive, Inc.
106 E. Lincolnway, 4th Floor,
Cheyenne, WY 82001

If you report the Card or PIN as lost or stolen, we may close the Card to prevent further losses and transfer any balance in the Account to a new Account to prevent further losses.

For purposes of these Terms, our business days are Monday through Friday. Holidays are not included.

13. ERROR RESOLUTION

In case of errors or questions about your Card, call us at 1-888-720-8670 or write to us at:

Payward Interactive, Inc.
106 E. Lincolnway, 4th Floor,
Cheyenne, WY 82001

if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after we sent the FIRST statement on which the problem or error appeared.

- Tell us your name and Card number (if any).
- Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
- Tell us the dollar amount of the suspected error.

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

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit the Account in Fiat Currency, and the credit will be made available through your Platform Wallet within ten (10) business days for the amount you think is in error so that you will have the use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit the Account and no credit will be made available through your Platform Wallet.

For errors involving new Cards, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new Cards, we may take up to 20 business days to credit the Account and your Platform Wallet for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

If you need more information about our error-resolution procedures, call Support.

14. PREAUTHORIZED RECURRING PAYMENTS

If you have regular recurring payments from your Card and wish to stop them, first contact the merchant or bill pay provider with whom you set up the payment and request the payments stop. If the merchant is not responsive, call Support at 1-888-720-8670 or write to us at:

Payward Interactive, Inc.
106 E. Lincolnway, 4th Floor,
Cheyenne, WY 82001

in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you call, we may require you to put your request in writing and get it to us within fourteen (14) days after you call.

If these regular payments may vary in amount, the person you are going to pay will tell you ten (10) days before each payment when it will be made and how much it will be.

If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

If you use the Card for recurring transactions or preauthorized payments, you are responsible for monitoring your Available Balance to make sure it is sufficient. Because the Card does not carry a credit line, a merchant may suspend or cancel your service if the Card does not have enough value when a recurring transaction is submitted. We are not responsible for any merchant cancellation due to insufficient funds.

15. COMPLAINTS

If you have a complaint, first contact us at 1-888-720-8670 or the number on the back of your card. If you still have an unresolved complaint, please direct your complaint to the appropriate agency.

The Card is issued by Lead Bank. The Federal Deposit Insurance Corporation is the federal governmental entity responsible for the regulation and oversight of Lead Bank and may be contacted at:

1100 Walnut Street, Suite 2100
Kansas City, MO 64106-2180
Toll-free: (800) 209-7459
Local: (816) 234-8000
7 a.m. to 5 p.m. CT, Monday through Friday (except federal holidays)

16. ADDITIONAL TERMS IF SECONDARY CARDS ISSUED

We may issue a secondary Card ("Secondary Card") to a person at your written request to the Platform. In the event a Secondary Card is issued, the below provisions will apply to the person who has been issued a Secondary Card ("Secondary Cardholder").

a. Secondary Card Issuance

We will make any inquiries of the prospective Secondary Cardholder that we consider appropriate to help determine whether we should issue a Secondary Card. This may include, but is not limited to, verification of identity.

b. Activation

You must activate each Secondary Card before it can be used. After activation, a Secondary Cardholder may use the Secondary Card to make purchases and withdrawals subject to the Available Balance.

c. Your Responsibility

You are responsible for all use of each Secondary Card, including (i) ensuring such use complies with these Terms; and (ii) all transactions, fees, and charges incurred by any Secondary Cardholder or any person authorized by a Secondary Cardholder to use the Secondary Card. If a Secondary Card is used in a manner that violates these Terms, we may cancel both your Card and any Secondary Cards.

d. Access to Card Information

You will have access to the transaction history for your Card and all Secondary Cards. Secondary Cardholders may not have independent access to Support, the website, the mobile application, or the services provided through those channels. You may contact Support or access online services on behalf of a Secondary Cardholder.

e. Communications

All notices, disclosures, and other communications under these Terms will be sent to you only. You are responsible for sharing all communications from us with each Secondary Cardholder. All communications sent to you are deemed to have been given to both you and each Secondary Cardholder.

f. Cancellation of Secondary Cards

You may cancel a Secondary Card at any time by calling Support, provided we are given a reasonable opportunity to act on your request. We are not required to notify the Secondary Cardholder of the cancellation. If your Card is cancelled or closed for any reason, all Secondary Cards will automatically be cancelled.

g. Disputes Between Cardholders

All of your obligations and all Secondary Cardholder obligations under these Terms are not affected by any dispute, counterclaim, or right of set-off that you or any Secondary Cardholder may have against each other.

h. Lost or Stolen Secondary Cards

If a Secondary Card is lost or stolen, you must report it by calling Support immediately. The liability protections described in Section 12 apply to unauthorized transactions on Secondary Cards. You are responsible for ensuring that each Secondary Cardholder understands and complies with the obligation to safeguard the Secondary Card and PIN.

17. HOW WE CONTACT YOU

You agree that we may monitor and record any calls or other communications between us and you. You also agree that we or our service providers may contact you by using an automated dialing or email system, by text, or artificial or recorded voice. You agree to pay any service charges assessed by your plan provider for communications we send or make to you, or that you send or make to us.

18. LIMITATIONS AND DISCLAIMERS

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services purchased with the Card. If we do not complete an electronic fund transfer to or from the Account on time or in the correct amount according to our agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance, if:

- Through no fault of ours, you do not have enough funds available to you in the Account to complete the transaction;
- A merchant refuses to accept the Card;
- An ATM or electronic terminal does not operate properly and you knew about the breakdown when you started the transaction;
- Access to the Card has been blocked after you reported the Card lost or stolen;
- Circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent completing the transaction, despite reasonable precautions we have taken;
- There is a hold on your funds or your funds are subject to legal process or other encumbrance restricting their use;
- We have reason to believe the transaction is unauthorized;
- You have not passed the identity verification process required to complete the transaction;
- Funds have not been received and settled from the Account;
- Asset Conversions cannot be completed due to insufficient Digital Asset or other balance in your Platform Wallet, Digital Asset price volatility, Platform Wallet unavailability, or any other circumstance outside our control related to the conversion of Digital Assets to Fiat Currency; or
- For any other exception stated in these Terms.

Unless otherwise provided by law, our liability to you is limited to reimbursement for the face amount of any unauthorized transaction subject to these Terms. We will not be liable for any special, indirect, or consequential damages.

19. PRIVACY

We may provide information to our employees, auditors, affiliates, service providers, or attorneys as needed, or to any third party if you give us your written permission.

We may also collect:

- Information about purchases made with the Card, such as date, amount, and place of purchase; and

- Information you provide to us when you register a Card, request replacement Cards, or contact us with support issues, such as name, address, and phone number.

In addition, we may disclose information about you, your Card, or your transactions to third parties in order to:

- Complete transactions;
- Verify the existence and condition of your Card for a third party, such as a merchant;
- Provide customer services;
- Process claims for lost or stolen Cards;
- Comply with government agency or court orders, or other legal reporting requirements;
- Help protect against fraud and conduct research and analysis;
- As required by the card networks; or
- If you give us your written permission.

You will receive a separate privacy notice that provides additional details on how we collect, use, and share your personal information. Additional state-specific privacy rights may apply depending on your state of residence. Our privacy policies and notices are available at: <https://www.lead.bank/privacy-and-terms> and <https://stripe.com/privacy>.

20. AMENDMENT AND CANCELLATION

We may amend or change these Terms at any time, subject to applicable law. You will receive a prior notice if and when required, and in the manner permitted, by applicable law. However, if the change is made for security purposes, we may implement such change without prior notice.

We may cancel or suspend your Card or these Terms at any time. You may cancel these Terms by cancelling your Card with your Platform. Your termination of these Terms will not affect any of our rights or your obligations arising under these Terms prior to termination. Upon termination by either party, any Fiat Currency balance available to you in the Account will be returned to your Platform Wallet in the form of Digital Assets, as applicable. The Platform will reach out to you with instructions on how to access any remaining balance. There is no fee for this service.

The Card is the property of Lead Bank and must be surrendered upon demand.

21. UNCLAIMED PROPERTY

If your Card has been activated and you do not use your Card (including making a withdrawal, purchase, or balance inquiry) for the period required by applicable state law, we may be required to report and deliver the remaining balance allocated to you in the Account to the state as unclaimed property. Once the funds are delivered to the state, you may contact the state to reclaim any such funds. We are not responsible for funds delivered to the state as required by applicable law.

22. DIGITAL WALLET

If you add your Card to a digital wallet (such as Apple Pay, Google Pay, or Samsung Pay), your use of the digital wallet is subject to the terms of the applicable digital wallet provider in addition to these Terms. Adding your Card to a digital wallet may require additional verification by us and the wallet provider.

Transactions made through a digital wallet are subject to the same terms, conditions, limits, and fees as physical Card transactions. Your obligations to safeguard your Card information extend to your digital wallet credentials. If you believe your digital wallet credentials have been compromised, notify us immediately by calling Support.

The unauthorized transaction liability protections described in Section 12 apply to transactions made through a digital wallet.

23. DISPUTE RESOLUTION

a. Jury Trial Waiver

To the extent permitted by law, you and we knowingly and voluntarily waive any right to trial by jury in the event of litigation arising out of or related to these Terms. This Jury Trial Waiver does not modify the arbitration clause below, which contains its own jury trial waiver.

b. Arbitration Clause

You can opt out of this arbitration clause within thirty (30) calendar days from activating or using the Card, whichever is earlier. You must send the opt out notice in writing to Payward Interactive, Inc., 106 E. Lincolnway, 4th Floor, Cheyenne, WY 82001. This arbitration clause governs any dispute arising under these Terms, and the arbitrator shall have exclusive authority to resolve any dispute relating to the interpretation, applicability, enforceability, or formation of this arbitration clause. Any arbitration will be administered by the American Arbitration Association (“**AAA**”) pursuant to its Consumer Arbitration Rules then in effect, and will be conducted in Kansas City, Missouri. Arbitration may be brought by you or us, and we will not demand arbitration if you bring an individual action in small claims court. In addition to the Jury Trial Waiver above, you also waive your rights to be a class member or bring suit in a class action or class arbitration. To commence an arbitration, the party bringing the dispute must send the notice and complaint in writing. You must send your notice to the notice address above. After receiving notice, the other party has 30 days to attempt to resolve the issue before a suit or arbitration commences. We will pay all costs associated with administering an arbitration brought by you in good faith if you cannot get a waiver and ask us to pay. Further, we will pay legal fees and costs if you win or as required by law or the arbitrator. This arbitration clause will stay in force if your Card is closed or we assign our rights under these Terms. This arbitration clause and any rights to appeal or requests for information will be governed by the Federal Arbitration Act and the AAA Consumer Arbitration Rules..

This arbitration clause shall survive:

- The termination of these Terms
- The bankruptcy of any party;
- Any transfer, sale or assignment of the Card, or any amounts owed on the Card, to any other person or entity; and

- Expiration of the Card

If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

24. APPLICABLE LAW

These Terms and any claim or dispute arising out of or related to these Terms, your Card, or the Account are governed by and construed in accordance with federal law applicable to national banks and, to the extent state law applies, the laws of the State of Missouri, without regard to its conflict-of-laws principles. Federal law and the laws of the State of Missouri apply regardless of your state of residence.

Nothing in this Section limits the application of federal consumer financial protection laws, including the Electronic Fund Transfer Act and its implementing regulations, to the extent they apply to your Card or Account.

The Card is issued by Lead Bank pursuant to a license from Visa U.S.A. Inc.

ISSUING BANK TERMS — LEAD BANK KRAK CARD

List of all fees for Krak Card

All fees	Amount	Details
Get started		
Card purchase	\$0	There are no fees to purchase a Card.
Monthly usage		
Monthly fee	\$0	There are no monthly fees.
Add money		
Direct deposit	\$0	There is no fee for direct deposits.
Cash reload	n/a	Cash Reloads are not available.
Spend money		
Bill payment	n/a	Bill payment is not available.
Platform Wallet conversion fee	\$0	There is no fee for Platform Wallet conversions. Additional information on the conversion rates are available at http://krak.app/pricing .
Get cash		
ATM withdrawal	\$0	We do not charge a fee for ATM withdrawals. You may be charged a fee by the ATM operator.
Information		
Customer service	\$0	There are no fees for customer service.
ATM balance inquiry	\$0	We do not charge a fee for ATM balance inquiries. You may be charged a fee by the ATM operator.
Using your card outside the U.S.		
International and foreign currency transactions ("FX fees")	1%	Of the U.S. dollar amount of each transaction.
Other		
Inactivity	n/a	There are no inactivity fees.
Replacement Card Fee	\$4.99 (plastic cards) \$60.00 (metal cards)	This is the fee for replacement cards.
Expedited Shipping for Physical Cards	\$14.99	Sending a replacement card using expedited shipping will incur this fee.

Your funds are not FDIC insured.

No overdraft/credit feature.

Contact us by calling 1-888-720-8670; by mail at 106 E. Lincolnway, 4th Floor, Cheyenne, WY 82001; or visit <https://support.kraken.com/>.

For general information about prepaid accounts, visit cfpb.gov/prepaid. If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit cfpb.gov/complaint.