NOTICE: SERVE AMERICAN EXPRESS PREPAID DEBIT ACCOUNTS ARE BEING DISCONTINUED ON JUNE 2, 2026.

Serve® American Express® Prepaid Debit Account
Serve Cash Back Consumer User Agreement

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Last Modified: November 2025

INTRODUCTION

This Serve® American Express® Prepaid Debit Account – Serve Cash Back Consumer User Agreement ("**Agreement**") contains the terms and conditions that apply to your use of the Service. It is a contract between you and us, and by registering for or being authorized to use the Service you agree to be bound by the terms and conditions of this Agreement (including all agreements and policies referenced in this Agreement or otherwise applicable to use of specific features of the Service which are required to be agreed to and accepted before use of such specific features). If you do not agree to the terms and conditions of this Agreement (including all agreements and policies referenced in this Agreement or otherwise applicable to use of specific features of the Service which are required to be agreed to and accepted before use of such specific features), you may not use or access the Service.

Read this Agreement (and any future amendments) carefully and print and retain a copy for your records.

In addition to certain capitalized terms defined throughout this Agreement, the defined terms set forth in Section 21 shall apply to this Agreement.

We may change the terms of, or add new terms to, this Agreement at any time, with or without cause, and without giving you notice, subject to Applicable Law. In addition, we may suspend, cancel, add, modify or delete any feature offered in connection with Serve at our sole discretion at any time, with or without cause, and without giving you notice, subject to Applicable Law. We reserve the right, subject to Applicable Law, to deliver to you any notice of changes to existing terms or the addition of new terms by posting an updated Agreement on the Serve Site or delivering notice of changes to you electronically to the e-mail address you have provided for your Account if you have given us consent to do so.

The terms applicable to the Serve Cash Back program (the "Cash Back Program" or "Program") are contained in Section 20 of this Agreement.

IMPORTANT INFORMATION ABOUT OPENING A NEW ACCOUNT AT SERVE

To help the U.S. Government fight terrorism and money laundering, Federal law requires us to obtain, verify and record information that identifies each person who opens an account. What this means for you: when you open an account, we will ask for your name, a street address, date of birth, and an identification number, such as a Social Security number, that Federal law requires us to obtain. We may also ask to see your driver's license or other identifying documents that will allow us to identify you. We appreciate your understanding and cooperation.

1. Use of the Service

a. Our role as Service Provider.

The Service allows you to establish an Account to facilitate payment transactions using electronic payment networks and certain other electronic methods. Individuals may also receive a card which may be used to conduct certain transactions through the Service after the card is activated. Where a Subaccount has been opened, certain transactions may also be conducted through the Subaccount or a Subaccount card, and where Goals has been opened, certain transactions may also be conducted by the Accountholder using Goals. When you use the Service, you are authorizing us to act as

your agent only with respect to holding, sending, or receiving funds. For all other purposes of this Agreement, we are an independent contractor.

b. Liability for Goods or Services Paid for Using the Service.
Except as required by Applicable Law, we are not responsible for and do not have any liability for any goods or services purchased or paid for through the Service, including if a product or a service you purchased is unsafe, is not delivered, breaks, is different than as represented, or otherwise does not meet your needs or expectations. If a problem arises with the product or service you purchased from a third party (e.g., a merchant), or if another User does not send funds you requested or are owed, you need to resolve your issue directly with the third party or other User. We do not guarantee that (i) the person placing an order for goods or services is in fact a person authorized to use the applicable Account; (ii) the person making the transaction is in fact the person he or she is purporting to be; (iii) the person purporting to sell goods or services is in fact the seller; (iv) the transaction is in fact valid or bona fide; (v) you will be paid for the transaction; or (vi) you will not be subject to a Chargeback.

Please note that eligible purchases made with your Serve Account may be protected against accidental damage or theft for up to 120 days from the date of purchase. Please refer to the Purchase Protection♦ benefit described in Section 23.b.

c. Returning Merchandise.
If you wish to return any merchandise purchased with an Account, card, Subaccount or Subaccount card, you will be subject to the merchant's return policies. If the merchant agrees to issue a credit to the Account, card, Subaccount or Subaccount card such funds may not be available for use for seven (7) days or longer. Please note that you may not have credit(s) for returned merchandise post to your Account, card, Subaccount or Subaccount card unless the returned merchandise was originally purchased with your Account, card, Subaccount or Subaccount card. In the event credit is issued on a return of merchandise not originally purchased with your Account, card, Subaccount or Subaccount card, such credit(s) may be treated as an invalid transaction and can result in suspension and/or closure of your Account, card, Subaccount or Subaccount card, as well as such credit(s) being deducted from your Account, card, Subaccount or Subaccount card and sent back to the merchant of record. If you return merchandise that, when originally purchased, was subject to an offer or other promotion that resulted in a credit to your Account, any return of such merchandise will result in the credits being deducted from your Account.

d. Service Content.
Articles, guides, comments, videos and any other materials or content made available via the Service ("Service Content") do not reflect our opinions or analysis or those of our Affiliates or our content providers. You may not copy, modify, re-publish, transmit, or distribute the Service Content. We and our content providers are not responsible or liable for, and do not validate, endorse or make any representations about the accuracy, completeness, legality, or reliability of any information, opinions, assertions or statements expressed in any Service Content. Service Content is provided for

informational and entertainment purposes only and does not, and should not be relied upon to, replace the advice of your own professional legal, tax and financial advisors. Any reliance on the Service Content is at your own risk. Under no circumstances will we, our Affiliates or our content providers be responsible for any loss or damage resulting from your reliance on Service Content. Service Content is provided "AS-IS" and we and our content providers expressly disclaim all warranties, express or implied (including, without limitation, fitness for a particular purpose or non-infringement) with respect to Service Content.

2. Eligibility.
You must be at least eighteen (18) years of age (or nineteen (19) years of age if you reside in a state where the age of majority is nineteen (19)), reside in the U.S. and not be a business in order to register for the Service and open an Account under this Agreement. As described in Section 7 below, under certain circumstances Subaccount Users may qualify for a Subaccount if they are thirteen (13) years of age or older. The Accounts covered by this Agreement are intended for consumer use only. If you are a business and wish to open an account with us, please call us at 1-800-954-0559

3. Registration.

a. Establishing an Account.
To open an Account, you must register for the Service and establish an Account online at www.serve.com or through the Serve Mobile Application. Individuals who establish an Account and satisfy the necessary verification requirements, including email verification, will be sent a card linked to the Account, which can be activated by contacting us as instructed on the card and providing the required information or by logging in to your Account at www.serve.com. Until you verify your e-mail address and activate the card linked to your Account, your Account privileges will be limited. Transactions conducted using a card will be funded from the linked Account or as otherwise provided in this Agreement. If a Subaccount is established by an Accountholder, the Subaccount Users will be issued a Subaccount card, which will also require activation. Transactions conducted using a Subaccount or Subaccount card will be funded from the Master Accountholder's Account or as otherwise provided in this Agreement.

Once you establish an Account, in accordance with Section 10, a Monthly Fee will be charged to your Account during every monthly statement period unless a waiver, exception, or other promotional program applies. Your monthly statement period will begin on the date you successfully sign up for a Serve® American Express® Prepaid Debit Account – Serve Cash Back. You will see the Monthly Fee listed in your Periodic Statement and Account Transaction History. The Monthly Fee will be withdrawn from your Available Funds and will be charged as long as there is a remaining balance on your Account, except where prohibited by law. If you have no Available Funds in your Account, we will next look to your Goals (if applicable), followed by your Subaccount(s), to charge the Monthly Fee.

NOTE: There is no Monthly Fee for residents of NY, TX and VT.

b. Provisional Account.
Pursuant to special programs we may offer in conjunction with select partners, you may register for an Account through the select partner and receive a Serve card which allows you to use the Service on a limited basis (a "Provisional Account"). PLEASE NOTE: A Provisional Account does not confer all of the rights and capabilities of a fully registered Accountholder as further described herein. Specifically, with a Provisional Account you will not be able to: (a) add or load funds into your Provisional Account by a credit card, Cash Funding source or Direct Deposit, (b) receive funds from another User (peer-to-peer Receive Money transaction),(c) send, transfer or transmit funds to another User (peer-to-peer Send Money transaction), or (d) open Subaccounts until you proceed to and complete an Account registration (either a full registration or any other partial registration we may deem acceptable at a future date) and such registration is confirmed by us. Full registration for an Account requires, among other things, that you provide us with information that may include your date of birth, address, Social Security Number and other identifying information, all subject to verification. Account privileges are determined and may be modified by us in our sole discretion. Specific Account privileges are provided to the User upon completion of registration and Account approval. Provisional Accounts are not available to individuals already holding an Account or a OneVIP™ from Serve® American Express® Prepaid Debit Account – Serve Free Reloads or any other Serve American Express-branded prepaid reloadable account and may be subject to such other limits and restrictions as we may set from time to time.

c. Personal Identification Number and Password.
When you register for the Service, you will select a personal identification number ("PIN") that may be used to access the Service and authorize transactions, as well as a password and a security question and answer. You must keep your PIN and password confidential and not disclose them to others. You should not write or keep your PIN or password with information regarding your Account or card, or if you have a Subaccount you should not write or keep your PIN or password with information regarding your Subaccount or Subaccount card.

WARNING: If you believe that anyone has accessed your PIN or password without your authorization, you should INFORM US immediately and change your PIN and/or password immediately to avoid unauthorized use of your Account or Subaccount, card or Subaccount card. Follow the procedures set forth in Section 14 to do so. If you lose or cannot remember your PIN, you will need to change it online on the Serve Site.

d. Verification Requests.
You agree to cooperate with all requests made by us, or third parties on our behalf, to identify you, authenticate your identity, validate your funding sources, verify your wireless telephone number and account, or verify your transactions. To the extent allowed by Applicable Law, you agree that we may make any credit, employment and investigative inquiries or reports as we deem appropriate in connection with the opening, issuance, funding, loading, reloading, review, suspension or termination of your Account, card, Subaccount or Subaccount card, or any applicant to be a User or

Subaccount User. These inquiries may include inquiries to credit reporting agencies, check databases, or other consumer reporting agencies.

e. Email Verification and Card Activation.
After you register for the Service, you must verify your email address by clicking on the link in the email you receive from us. If you do not successfully verify your email address, your Serve Account privileges will be limited, and, for example, you will not be able to send, request or receive payments through the Service, accept funds sent to you by another User, transfers funds to a Subaccount to the extent we allow you to do so, or receive a card or, if applicable, Subaccount card. In addition, **until you activate the Serve card linked to your Account, your Account privileges will be limited.** In particular, until you activate your Serve card, you will not be able to load or add money to your Account by Direct Deposit or using a credit, debit, or debit/payroll card or ACH funding source and we may restrict your ability to add money using certain other funding sources and your ATM withdrawal access will be limited.

f. Authorized Users.
You will be liable for all transactions and fees arising from any use of the Service and any use of your Account (including your Goals), card, and, as applicable, linked Subaccount or Subaccount card(s) by an Authorized User.

If you permit another person to use your Account, your card, a linked Subaccount or Subaccount card or withdraw money from or send money to your Account or, as applicable, a Subaccount, you will be responsible for any transactions made and any fees incurred by such person. You will be liable for these transactions and fees even if the person that you permitted to use your Account, card, and, as applicable, linked Subaccount or Subaccount card(s) exceeds the scope of the authority that you gave (such as if you authorized the person to make one small purchase, but the person disregarded your instructions and made a number of large purchases).

You should permit a person to use your Account, card, and, as applicable, a linked Subaccount or Subaccount card only if you trust that person to honor your instructions and limitations. If you have given a card or Account or, as applicable, linked Subaccount or Subaccount card information to a person that you no longer trust, you must notify us immediately to close the Account or, as applicable, linked Subaccount or Subaccount card.

g. Cards.
Please Note: After you register for the Service, you must verify your email address by clicking on the link in the email you receive from us. If you do not successfully verify your email address, your Serve Account privileges will be limited, and, for example, you will not be able to send, request or receive payments through the Service, accept funds sent to you by another User, transfers funds to a Subaccount to the extent we allow you to do so, or receive a card or, if applicable, Subaccount card. In addition, **until you activate the Serve card linked to your Account, your Account privileges will be limited.** In particular, until you activate your Serve card, you will not be able to load or

add money to your Account using a credit, debit or debit/payroll card or ACH funding source and we may restrict your ability to add money using certain other funding sources. You will also not be able to use your Account for international transactions.

A card or Subaccount card is not a payroll card and cannot be used to pay wages, compensation (including bonuses or incentive payments), or benefits to anyone. We may allow you to use the card or Subaccount card (if properly authorized) to obtain cash from participating ATMs in the U.S. that permit American Express transactions, including at MoneyPass® Network ATMs (MoneyPass® Network ATMs are not available in all areas, including the U.S. Virgin Islands; go to www.moneypass.com for a MoneyPass® ATM Locator) or for point of sale or online payment for goods and services at retailers and other merchants that accept American Express Cards in the U.S., subject to the terms and conditions of this Agreement and the amount of Available Funds in an Account, the availability of Back-Up Funding as described in Section 5(c), or as applicable, the amount of Available Funds in a Subaccount. This includes mail order and brick and mortar establishments.

If we make this functionality available on your Account, your card may be used for point of sale payment for goods and services at retailers and other merchants outside of the United States that accept cards. Please note international access is not available to Accountholders who are Vermont residents.

Please note: As a result of recent UK and European Union anti-money laundering directives, you may be limited in your ability to use your card/Account in the Uk and in certain European Union jurisdictions.

Please note: On and after September 10, 2024, Serve Accounts will no longer be eligible to participate in offers made available through the Amex Offers® Program.

Your card is eligible and may be registered to participate in and redeem offers made available from time to time through the Amex Offers Program. For the terms and conditions of this Program and for more information, please visit https://www.americanexpress.com/en-us/benefits/offers/partner-terms/.

Please note that online transactions conducted directly on the Serve Site must be done using your log in credentials for your Account or Subaccount; such transactions may not be done using a card or a Subaccount card.

Cards and Subaccount cards may not be used for any type of illegal activity or prohibited sale or gambling or as otherwise prohibited by this Agreement, and you agree not to engage in any such illegal or prohibited activity when you use (or allow others to use) your Account, with a card and/or Subaccount card. See also Section 11 for a list of representative restricted activities which are prohibited under this Agreement.

We reserve the right to change the amount of your card or Subaccount card transaction limits in our sole discretion and will give you notice of such changes in accordance with Applicable Law. **NEITHER THE CARD NOR THE SUB-ACCOUNT CARD IS A CREDIT CARD, CHARGE CARD, DEBIT CARD LINKED TO A DEMAND DEPOSIT ACCOUNT, OR GIFT CARD AND CANNOT BE REDEEMED FOR CASH, EXCEPT AS REQUIRED BY APPLICABLE LAW or as otherwise permitted by this Agreement.**

We will send an Accountholder a card after registration for an Account and your submission and our receipt and verification of the information required for this Account feature. An Accountholder may also request information about a card by calling Customer Service.

Cards and Subaccount cards must be activated. The PIN set during your Account registration will apply to any card you receive. For Subaccount cards, unless the Accountholder who opened the Subaccount ("Master Accountholder") blocked the Subaccount card's cash access or other relevant features, or we impose other limitations on the use of the Subaccount, you may use your Subaccount card and PIN to obtain cash access at participating ATMs. Do not write or keep your PIN with your card or Subaccount card. If you believe your PIN has been compromised, or you otherwise need to request a change in your PIN, please immediately call Customer Service. To get cash, use the "withdrawal from checking" option at a participating ATM. Acceptance within ATM networks may change at any time. Use of the card or Subaccount card at an ATM is also subject to all applicable fees, surcharges, rules and customs of any clearinghouse, ATM network or other institution or association involved with the transaction. We may impose fees in connection with transactions at participating ATMs in accordance with our fee schedule, and the owner or operator of the ATM may also impose a fee.

Other than as permitted by this Agreement, neither your card nor Subaccount card are transferable and you agree not to permit any other person to use your card or Subaccount card. You must notify us to revoke permission for any person previously authorized to use your card or Subaccount card. If you tell us to revoke your permission for another person to use your card or Subaccount card, we may cancel the card or Subaccount card issued to that person and issue you a new card or Subaccount card with a different number, or take other actions in accordance with this Agreement. You are wholly responsible for the authorized use of each card and Subaccount card linked to your Account or Subaccount in accordance with this Agreement. Unless Applicable Law provides otherwise, you will be responsible for any use by a person who you authorized to use the card or Subaccount card, even if that person does not honor your instructions or disregards any limits on use that you communicated to that person. The Accountholder or Subaccount User must sign his/her signature on the back of his/her card or Subaccount card, where indicated.

Where applicable, present the card or, as applicable, Subaccount card to the merchant at the time of payment and sign the receipt with the same signature you used when you

signed the back of the card or Subaccount card. You agree to use the card or the Subaccount card only at merchants in accordance with the terms and conditions of this Agreement and only for lawful purposes.

Depending upon the merchant's policy, you may be able to use your card or Subaccount card with another form of payment, such as cash, check or another card, to make a purchase. This is known as a "Split Tender Transaction." Where you want to make a purchase using a Split Tender Transaction, ask the cashier whether another form of payment will be accepted for the portion of the purchase for which you do not want to use your card or Subaccount card. If the cashier indicates a Split Tender Transaction can be done, first provide the cashier with the second form of payment to cover the portion of the purchase you inform the cashier you want paid from a different source, conduct that transaction, and then provide the cashier with the card or Subaccount card and advise the cashier of the amount of the payment to be covered by such card or Subaccount card. Some merchants may only allow you to use cash or check, but not another card, as the second form of payment. Some merchants do not permit a second form of payment at all. We do not guarantee that a merchant will permit a Split Tender Transaction.

Please note the card or Subaccount card has a "valid thru" date on it. This "valid thru" date is the date through which your physical plastic card may be used, and is required to process purchases at merchants that require an expiration date for card or Subaccount card payments. Even if the "valid thru" date has passed on your card or Subaccount card, remember that the Available Funds in your Account or Subaccount remain unchanged and intact as a result of such expiration. You may not use the card or Subaccount card after the "valid thru" date on the card or Subaccount card has expired. You should receive a replacement card or Subaccount card from us before your old card's or Subaccount card's "valid thru" date passes. Once you receive your new card or Subaccount card, you should cut the old card or Subaccount card in half and throw it away. You can start using your new card or Subaccount card for permitted transactions and purchases as soon as you receive it in the mail and it is activated. If you do not receive a replacement card in a timely manner, please call Customer Service.

h. Paying Bills Service.
Until February 24, 2026, Accountholders may use Serve's bill payment service ("Pay Bills") to make one-time payments from their Account to companies or individuals that the Accountholder selects ("Payees"), subject to the terms and conditions of this Agreement and the terms and conditions applicable to Pay Bills set forth at the Serve Site and the Serve Mobile Application.

Pay Bills can be accessed online at the Serve Site or via the Serve Mobile Application. The payment amount for each Pay Bills transaction requested by the Accountholder will be debited from his or her Account immediately upon submission of the Pay Bills request.

Payments to Payees will be sent either by means of an Automated Clearing House ("ACH") or other electronic payment transaction or check drawn on our account or the account of our vendor and delivered via mail or courier (the service pursuant to which Pay Bills payments to Payee via check is referred to herein as our "Mail a Check" service).. Payments will be processed and sent via ACH or mail/courier not later than the second business day after request. Payments via ACH will generally be credited on the next business day after processing. The actual delivery date of payments sent via check will depend on the mail/courier and is outside of our control. If a Payee fails to negotiate the check within 90 days, we will stop payment on the check and re-credit the Account for the amount of the payment. If a check is returned to us prior to the end of the 90-day period, we will stop payment on the check and re-credit the Account.

Please note:

Subaccount Users are not currently eligible to use the Pay Bills service.

Payments via the Pay Bills Service to Payees that are not listed on the pre-populated list displayed online at the Serve Site or via the Serve Mobile Application are limited, in the aggregate for all such Payees, to $5,000 per calendar month, including Mail a Check payments.

To assure timely payment of your bills, the Accountholder must submit Pay Bills transaction requests and the Account must have requisite Available Funds and be in good standing at least six (6) business days before the date payment is required to be made.

Prior to the cut-off time established by us with respect to each Payee (the "Cut-Off Time" in respect of such Payee), the Accountholder may cancel a Pay Bills bill payment to a Payee by logging into the Accountholder's Account, clicking on the "Pay Bills" link under Pay and Transfer, click on View Activity for your payee and then click Edit orStop Payment. After the Cut-Off Time, the Accountholder may stop payment on bill payments sent via check (but not bill payments sent via an electronic payment transaction) at any time prior to a Payee's deposit of such check with their bank by Calling Customer Service. We may charge you (and you authorize us to collect) a "stop payment" fee in connection with each bill payment that you stop. Prior to the applicable Cut-Off Time with respect to a scheduled payment to a Payee, "Edit Payment" and "Cancel Transaction" tabs will be displayed online next to the scheduled payment.

Pay Bills transaction requests can only be submitted for immediate processing. We shall have no liability in the event we cannot complete a Pay Bills transaction due to insufficient funds in the Account or the payment to the Payee being blocked for any reason.

We reserve the right, subject to Applicable Law, to change the amount of your Pay Bills transaction limits, limit, block or place a hold on certain types of transfers or

transactions, limit, suspend or block transfers to particular persons, entities or recipients and/or suspend your access to the Pay Bills service, in our sole discretion.

Pay Bills Guarantee.

We will bear responsibility for any late payment-related charges (up to a maximum of $50 per transaction) should a Pay Bills bill payment arrive after its due date, as long as the User requested and scheduled the payment on the Pay Bills service at least six (6) business days prior to its due date and otherwise complied with the guidelines set forth at the Serve Website or Serve Mobile Application pertaining to Pay Bills and the terms of this Section h.

Please note that due to circumstances beyond our control, particularly delays in the handling and posting of payments by Payees, some Pay Bills transactions may take longer to be credited by your Payee as "paid," and may be credited as "paid" after the "Arrival" date set forth in your Pay Bills transaction request confirmation. Our Pay Bills Guarantee does not cover input errors made by you or your Payees or charges related to your failure to initiate payments through the Pay Bills service at least six (6) business days prior to their due date. We cannot guaranty that check billers will accept or properly process payments from us. For example, when we mail a check, we provide the biller only your name, the account number you provided, and the information contained in the "memo" field you completed. If the biller needs more information than that (for example, if you did not provide a complete or correct account number), then your payment might not be properly applied. Please be aware that the information that you add to the "memo" field of Pay Bills is not read by us and cannot contain special payment instructions to us.

i. Accuracy of Information
You are responsible for the accuracy of all information you provide in connection with each Pay Bills transaction you initiate, including the identifying information of the recipient and the amount of the transaction.

4. Sending Money, Making Payments and Use of card at ATM.

a. Send Money Transaction Limits.
Until May 5, 2026, you may use the Service to send money or make a payment to another User or third party ("Send Money"), subject to the Send Money transaction limits we set for your Account (or, as applicable, we or the Master Accountholder set for a Subaccount), payment of any fees that may apply to your transaction, and the terms and conditions of this Agreement. All Send Money, purchase or payment transactions using the Service will debit funds from your Available Funds in your Account. If, for any reason, a transaction is processed for more than the Available Funds in your Account, you are liable for that entire amount and agree to pay such negative balance to us immediately on demand. We reserve the right to automatically debit such negative balance from any linked Payment Funding Source.

We reserve the right, subject to Applicable Law, to change the amount of your Send Money transaction limits, limit, block, or place a hold on certain types of transfers or transactions and/or limit, suspend or block your transfers to particular persons, entities or recipients in our sole discretion.

b. Authorizations.
Each time you initiate or accept a transfer through the Service, you authorize us to debit or credit the relevant accounts on your behalf in accordance with your instructions and the terms and conditions of this Agreement. Your authorization permits us to complete the transfer (including deducting any applicable fees), to correct any errors in the transfer, and, in our sole discretion, to resubmit any transfer that is rejected by a financial institution that holds the linked Payment Funding Source(s), to the extent permitted by Applicable Law. You also authorize us to debit your Account, or as applicable, Subaccount, Goals, or any of your linked Payment Funding Sources, if another User did not actually have sufficient good funds to pay for a transfer that was credited to you. All transfers must comply with Applicable Law.

c. Use of card at ATM.
Subject to the amount of Available Funds in your Account or Subaccount (and, in the case of a Subaccount card, unless the Master Accountholder blocks the Subaccount card's cash access or other relevant features or we impose other limitations on the use of the Subaccount), you may use your card or Subaccount card at ATMs that permit American Express transactions within the United States, including at MoneyPass® Network ATMs. MoneyPass® Network ATMs are not available in all areas, including the U.S. Virgin Islands (go to www.moneypass.com for a MoneyPass® ATM Locator). ATM withdrawals are subject to the limits set forth in Sections 10.b.

Please note that we impose fees in connection with ATM transactions provided in Section 10.a. In addition, the owner or operator of the ATM may also impose surcharges and other fees for ATM transactions, including cash withdrawals, declined transactions and balance inquiries. Use of your card or Subaccount card at an ATM is also subject to all applicable fees, surcharges, and rules and customs of any clearinghouse, ATM network or other institution or association involved with the transactions.

When you register for the Service, you will set a PIN for your card. The card and PIN will be required to access cash at participating ATMs. You should not write or keep your PIN with information regarding your Account or card (or Subaccount or Subaccount card, as applicable). If you believe your PIN has been compromised, or you otherwise need to request a change in your PIN, please immediately contact Customer Service.

ATM safety tips:

- Be aware of your surroundings, especially at night, and be cautious when withdrawing cash. Avoid showing or counting cash at the ATM. Put it away immediately and count it when you are in a secure location such as your car or home.

- Be sure no one sees you enter your PIN.
- When using an ATM with a door, close the entry door completely and do not open the door to anyone you don't know.
- The activity around ATM facilities may be recorded by surveillance cameras. If you notice anything suspicious do not use the ATM, and, if you're in the middle of a transaction, cancel it, leave immediately and visit another ATM.
- If you must use the ATM at night, consider taking someone with you.
- Keep safe or securely get rid of your ATM receipts.
- Report all crimes immediately to the operator of the ATM or local law enforcement and call 911 if you need emergency assistance. For complaints about security at ATMs, contact the operator of the ATM and:

-In New York call: NY Department of Financial Services 877-226-5697.
-In New Jersey call: NJ Department of Banking 609-292-7272.

d. Refused and Returned Transactions.
In the event an intended recipient refuses or fails to accept your Send Money transaction, you agree that you will not hold us liable for any damages resulting from such refusal or failure. Send Money transactions, unless earlier cancelled by you in accordance with the terms and conditions of this Agreement, are available for acceptance by the recipient for thirty (30) days. We will promptly return to your Available Funds any Send Money transaction that has not been accepted by the recipient within thirty (30) days after the date you initiated the Send Money transaction. Notwithstanding the foregoing, in the event the recipient earlier informs us they are rejecting your Send Money transaction then we will return such amount to your Available Funds within three (3) business days. Once a Send Money transaction is accepted by a recipient, you do not have the ability to cancel the transaction nor have the funds returned to you.

e. Send Money Transactions to Non-Registered Users.
When you initiate a Send Money transaction using the Service to a person who is not a registered User, provided the person to whom you are trying to transfer funds has not opted out of receiving email communications from us, we will attempt to notify the person via email about the process to become a registered User and accept the funds. If the person becomes a registered User and accepts the Send Money transaction within thirty (30) days after you initiate the transaction, then the funds will be transferred to the person's Account or, as applicable, Subaccount, and made available to the person in accordance with the terms and conditions of this Agreement. If the person does not become a registered User and accept the Send Money transaction within such thirty (30) day period, or if you cancel the Send Money transaction before the person becomes a registered User and accepts the transaction, we will return the funds to your Available Funds within three (3) business days.

f. Pre-Authorization Holds and Processing Delays.
When you make a payment to a merchant using your Account, card, Subaccount or Subaccount card, you are providing that merchant with an authorization to process your

payment and to complete your transaction. In certain instances, the payment processing may not occur immediately, and your payment will be "pending" during this time period.

In addition, when you make a payment to certain merchants for goods or services (typically gas stations, restaurants, rental car agencies, hotels, cruise lines and similar merchants), we or the merchant may request an authorization for the amount of your anticipated transaction in advance and may estimate the final value of the transaction, which may be more than the amount of the actual transaction. For example, a restaurant may request an authorization for the estimated dining bill and for a tip. In such an event, we will place a temporary "hold" on the funds in your Serve Account or Subaccount for an estimated amount indicated by us or the merchant at the time the transaction is authorized, plus any applicable fees, and will release any temporarily-held funds in excess of the amount of the actual transaction, typically not later than the end of the seventh (7^{th}) day after the transaction is authorized, in the case of most merchant transactions, and typically not later than the end of the thirtieth (30th) day after the transaction is authorized, in the case of transactions with rental car agencies, hotels, cruise lines and similar merchants. Until released, the funds subject to the hold will not be available to you for other purposes.

g. Recurring Payments from Your Account.
Note: Beginning 3/31/2021 and until further notice, scheduled recurring transfers from a debit card/bank account to your Serve Account and from your Serve Account to a Subaccount or Goals will be temporarily unavailable. You may continue to make one-time transfers. We apologize for the inconvenience.

Subject to the Send Money transaction limits on your Account, you may pre-authorize recurring transfers from your Account to third parties. A Master Accountholder may also pre-authorize recurring transactions from his or her Account to a linked Subaccount. We shall have no liability in the event we cannot complete a recurring transfer from your Account due to insufficient funds in your Account and any linked Payment Funding Sources or the payment to the other account is blocked for any reason.

Pre-authorized recurring transfers from your Account are subject to the following:

(1) **Stop Payment Rights**. If you have told us in advance to make recurring payments out of your Account, you can stop any of these payments by logging into your Account and cancelling the transaction in question, calling Customer Service or writing to us in time for us to receive your request three (3) business days or more before the payment is scheduled to be made. If you cancel a recurring payment to a third party, you may still be liable for the payment to that party and be required to pay that party through alternative means.

(2) **Notice of Varying Amounts**. If you have instructed us in advance to make recurring payments out of your Account to third parties and such recurring payments will vary in amount, and we are aware an upcoming amount will vary from your prior transaction, we will send you prior notice of such payment at least ten (10) days prior to the date the

payment is to be made. You may choose instead for us to provide such notice only when the amount of any payment differs from the previous payment by more than a certain amount.

If you instead instruct a third party to initiate recurring transactions from or to your Account that will vary in amount, the third party might give you the right to require the third party to whom you are sending or from whom you are receiving such payments to provide you with ten (10) days prior notice of the date and amount of each payment. The third party might also allow you to choose instead to require notice from such third party only when the amount of any payment would differ from the previous payment by more than a certain amount or when the amount of any payment would fall outside certain limits that you set. This is between you and the third party to whom you are sending or receiving such payments, and we take no responsibility for such transactions.

(3) **Liability for Failure to Stop Payment of Pre-authorized Transfer**. If you order us to stop a pre-authorized recurring payment three (3) business days or more before the scheduled transfer date, and we do not do so, we will be liable for your losses or damages.

h. Accuracy of Information.
You are responsible for the accuracy of all information you provide about each Send Money transaction you initiate, including the identifying information of the recipient and the amount of the transaction.

i. Money Transfer Powered by Ria® and Cash Pickup Powered by Ria®

a. Services
The Accountholder may use Serve's Money Transfer Powered by Ria® service ("Money Transfer") to make transfers from their Account for cash pickup by third-party recipients at any Walmart store located in the U.S. or Puerto Rico. The Accountholder may use Serve's Cash Pickup Powered by Ria® service ("Cash Pickup," and together with Money Transfer, the "Money Transfer Services") to make transfers from their Account for cash pickup by the Accountholder at any Walmart store located in the U.S. or Puerto Rico. The Money Transfer Services can be accessed online at the Serve Site and the Serve Mobile Application.

The Money Transfer Services are provided by Ria®, licensed money transmitter, subject to Ria's Terms of Service and Privacy Policy, the terms and conditions applicable to Cash Pickup and Money Transfer, as applicable, set forth at the Serve Site and the Serve Mobile Application, and the terms and conditions of this Agreement.

Ria is a registered trademark of Continental Exchange Solutions, Inc. dba Ria Financial Services, licensed as a Money Transmitter by the Department of Financial Services of the State of New York; licensed by the Georgia Department of Banking and Finance, NMLS ID 920968, LICENSE NUMBER 18943; and authorized independently or through

its affiliate, Ria Financial Services Puerto Rico, Inc. NMLS ID 1686588, OCIF LICENSE NUMBER TM-031, to operate as a Money Transmitter in all United States' jurisdictions where it conducts business.

Please note:

The Money Transfer Services are subject to the fees described in Section 10.a and the Limits described in Section 10.b.

The Money Transfer Services are provided by Ria, subject to Ria's Terms of Service and Privacy Policy, the terms and conditions applicable to Cash Pickup and Money Transfer, as applicable, set forth at the Serve Site and the Serve Mobile Application, and the terms and conditions of this Agreement. We are not responsible for Ria's acts or omissions in its provision of the Money Transfer Services.

Subaccount Users are not currently eligible to use the Money Transfer Services.

b. Debiting of Account; Cancellation of Transactions.

The Cash Pickup and Money Transfer amount and associated fee for each Cash Pickup or Money Transfer transaction requested by the Accountholder will be debited from his or her Account immediately upon your submission of a Cash Pickup or Money Transfer request.

At any time prior to your or your recipient's pickup of related funds, the Accountholder may cancel a Cash Pickup or Money Transfer transaction by accessing your Transaction History on the Serve Site and clicking "cancel" next to the transaction description. If an Accountholder or third-party recipient does not pickup his or her cash at Walmart within 21 days after transaction submission, the Cash Pickup or Money Transfer transaction will be canceled and Ria will recredit your Account for the amount of the transfer and associated fee.

c. Accuracy of Information

You are responsible for the accuracy of all information you provide in connection with each Cash Pickup and Money Transfer transaction requested by you.

d. Limitation

We and Ria reserve the right, subject to Applicable Law, to change the amount of your Money Transfer Services transaction limits, limit, block or place a hold on certain types of transfers or transactions, and/or suspend your access to the Money Transfer Services, in our respective sole discretion.

5. Receiving Money and Funding Your Account.

a. Receive Money Transaction Limits.
You may use the Service to receive funds from another User ("Receive Money"), subject to the Receive Money transaction limits we set for your Account (or, where applicable, we or the Master Accountholder set for your Subaccount), subject to payment of any fees that may apply to your transaction and the terms and conditions of this Agreement.

To the extent allowed by Applicable Law, we reserve the right to change the amount of your Receive Money transaction limits, limit, block, or place a hold on certain types of transfers or transactions and limit, suspend or block transfers from particular persons or entities or other Users in our sole discretion.

Please note: The aggregate amount of funds that may be added to a Serve Account from all Payment Funding Sources, inclusive of Direct Deposit and Mobile Check Capture, may not exceed $100,000 per calendar year.

b. Payment Funding Sources for Adding Funds to an Account.
Note: Beginning 3/31/2021 and until further notice, scheduled recurring transfers from a debit card/bank account to your Serve Account and from your Serve Account to a Subaccount or Goals will be temporarily unavailable. You may continue to make one-time transfers. We apologize for the inconvenience.

Until May 5, 2026, you may load funds to your Account from any of the following sources (each, a "Payment Funding Source") to the extent they have Available Funds. You may link one (1) of each type of Payment Funding Source: one (1) Bank Account (note: As of October 28, 2015, you will not be able to link a new bank account to your Serve account to Add Money), one (1) credit card and one (1) debit card or debit/payroll card issued in your name. We reserve the right, in our sole discretion at any time, to limit or change the number or type of Payment Funding Sources an individual may link to an Account. You may not load funds to your Account from any source that we do not expressly permit in this Agreement. In the event you link or add funds from a Payment Funding Source that is not in compliance with these terms, we reserve the right in our sole discretion to limit, block, or place a hold on certain transactions or transfers and/or close your Account.

(1) Bank Account.

Note: Beginning 3/31/2021 and until further notice, scheduled recurring transfers from a debit card/bank account to your Serve Account and from your Serve Account to a Subaccount or Goals will be temporarily unavailable. You may continue to make one-time transfers. We apologize for the inconvenience.

i. ACH Authorization and Agreement: You may add funds to your Account with a link eligible checking or savings account held by you at a U.S. financial institution ("Bank Account") and transferring funds from your linked Bank Account to your Account by

means of an Automated Clearing House ("ACH") transaction. By linking a Bank Account, you represent that you are the owner of the Bank Account and, if there are additional owners, you are authorized by them to withdraw or add funds and take all other actions required or permitted by this Agreement. If you choose to link a Bank Account, please note that the financial institution holding the Bank Account will have limits on transactions that may be performed using a savings account and/or a checking account. You should review your account agreement with the bank that holds your Bank Account to determine any applicable limitations it will impose on the use of your Bank Account. Note: As of October 28, 2015 you will not be able to link a new Bank Account to Add Money. After October 28, 2015, depending on your bank's policies and terms, you may be able to transfer money to your Account from your checking or savings account by initiating a transfer from your bank account into your Account. Consult with your bank for bank origination fees that may apply.

By supplying your Bank Account number(s) to us via the Serve Site in connection with your election to make payments on, or load funds to, your Account through a Bank Account, you provide this ACH authorization and agreement ("ACH Authorization and Agreement") and certify and agree as follows: (i) you are the owner of the Bank Account(s) whose number(s) you have supplied and designated as a Payment Funding Source for your Account, such Bank Account(s) is/are a consumer account(s) and you are authorized to make withdrawals from it/them and credits to it/them without the approval or participation of anyone else; (ii) you authorize us to initiate credit or debit entries to your Bank Account(s) from time to time until your Account is closed and no further credits or debits are authorized or permitted under this Agreement; and (iii) where you have instructed us to make recurring pre-authorized electronic fund payments or transfers, and we have knowledge that the amount of an upcoming transaction varies from the prior transaction, unless agreed otherwise, you acknowledge that you have the right to receive at least ten (10) days' prior notice of the amount and date of each pre-authorized transfer we initiate from your linked Bank Account(s) that varies in amount from the previous transfer.. For example, if you instruct us to schedule a recurring payment of a bill to a particular merchant once a month, and the first payment is $100, and we learn the transfer in the following month will be more than $104, we will provide you with notice of the varying amount at least ten (10) days' in advance of conducting that transaction. Where you have instructed the merchant to obtain such amount from your Account or, where applicable, Subaccount on a pre-authorized basis, the merchant might be required or have agreed to provide you with such notice.

You acknowledge and agree that (i) the origination of ACH transactions to and from your Account must comply with the provisions of U.S. Applicable Law, and (ii) you will receive at the primary email address of record you have provided via the Serve Site any required notices of variations in the amount or timing of debits or credits to your linked Bank Account(s).

Our ACH Authorization and Agreement is a continuing one that will remain in full force and effect until you cancel this ACH Authorization and Agreement by removing your

linked Bank Account(s) by logging into your Account and clicking on "My Account" and then going to "Funding and Transfers" on the Serve Site or by calling Customer Service. You agree to do so in time for us to have a reasonable opportunity to act on your cancellation and you understand that you may only give notice of cancellation of this ACH Authorization and Agreement by removing your linked Bank Account(s) and failure to do so will void your notice of cancellation.

You understand that, to the extent permitted by Applicable Law, you will be deemed to have signed this ACH Authorization and Agreement by entering your Bank Account number(s) on the Serve Site as a symbol of your signature. You authorize us to date this ACH Authorization and Agreement as of the date you submit your Bank Account number(s) and you agree to print and save a copy of this ACH Authorization and Agreement.

ii. Account Verification: When you provide us with your Bank Account information, we will need to verify your authority and/or access to the Bank Account you identify.

To do so, we will make two small deposits to the Bank Account you provide us with. After receiving these deposits, you will need to log into your Account and verify the amounts of these deposits.

Note: ***It may take one (1) to five (5) business days for available funds added by ACH to appear in your Account.*** We will credit your Account with an ACH pre-authorized deposit on the business day we receive the payment. Consult your bank for timing applicable to a bank transfer where you transfer money to your Account from your checking or savings account by initiating a transfer from your bank account into your Account.

(2) Credit or Debit Card.

Note: Beginning 3/31/2021 and until further notice, scheduled recurring transfers from a debit card/bank account to your Serve Account and from your Serve Account to a Subaccount or Goals will be temporarily unavailable. You may continue to make one-time transfers. We apologize for the inconvenience.

You may also add funds to your Account by linking a valid credit, debit card or a debit/payroll card issued in your name. The credit card you link to your Account must be issued by American Express or such other credit cards that may be permitted by us in our sole discretion from time to time. The debit card and/or the debit/payroll card must be issued by a U.S. financial institution or entity, as applicable. In addition, you may only link a credit or debit card or a debit/payroll card that has not already been linked to another User's Account.

We may take actions to authenticate your identity or authority to use the credit or debit card(s) or debit/payroll card you identify as Payment Funding Sources at any time. We are not responsible if linking and conducting a transaction from a credit or debit card or

debit/payroll card to your Account results in an overdraft, over-limit, over-credit line, non-sufficient funds, or any other fee(s) or charge(s) associated with such transaction that may be charged by the financial institution or entity that issues you that credit or debit card .In addition, if you improperly enter any card information and/or card type when linking a Payment Funding Source to your Account, we reserve the right to remove and block such Payment Funding Source from the Service and/or your Account at any time without prior notice to you.

You agree **NOT** to transfer funds from your Account to a linked credit or debit card or debit/payroll card; for example, you may not transfer funds from your Account to pay for an outstanding credit card bill.

(3) Direct Deposit.

Except as noted below, you may arrange to have all or part of your paycheck or any Federal or state government benefit or payment (e.g., Federal tax refunds or social security payment) transferred directly to your Serve Account by your employer or relevant government payer. To enroll, you must activate the Serve card linked to your Account and then you will need to provide your employer with the direct deposit enrollment form available on the Serve Site or any alternate or additional form requested by your employer. In the case of government payments, you will need to provide the account and routing numbers on our Direct Deposit form to the government payer, Funds transferred via direct deposit generally will be available on the day we receive the transfer, and you may review your periodic statements or transaction history on the Serve Site or call Customer Service to verify that each direct deposit has been received. We reserve the right to accept, reject or limit transfers via direct deposit in our sole discretion. If you wish to cancel direct deposits, you must contact your employer.

Please note that in order to assist in the prevention of fraud:

(i) we require the following:
In connection with tax refunds (i) the name and social security number associated with each refund payment must match the name and social security number associated with your Serve Account; and (ii) in the case of joint tax returns, the first name and social security number associated with the refund payment must be the name and social security number of the Accountholder.
In connection with other electronic transfers to your account, such as government payments, salary and payroll deposits, the name and/or social security number associated with each payment must match the name or social security number associated with your Serve Account; and

(ii) proceeds of loans provided directly or guaranteed by the U.S. Small Business Administration (“SBA”), and other SBA payments, may not be transferred to your Serve Account via Direct Deposit. If such a transfer is attempted, we will reject the transfer or, if we are unable to reject the transfer, suspend your account until we are able to return those funds to sender. **To avoid disruption of your direct deposits and/or access to funds in your Serve Account, please be sure not to instruct the transfer of SBA-related funds to your account.**

To avoid disruption of your direct deposits, please ensure that the aggregate Add Money transaction and Total Balance limits of the Account are not exceeded.

We do not charge any fees to set up or maintain direct deposit.

(4) Cash Funding Sources.

You may add funds to your Account by presenting cash (US currency only) and your card at participating retailers ("Cash Funding Sources"). Please note there are currently no cash reload locations in the U.S. Virgin Islands.

To add funds to your Account with cash at a participating retailer, present your activated card and at least US $20 to the cashier (amounts may vary by retailer). Fees apply for loading cash to your card; please see Section 10 for details on fees. To find a participating retailer, visit www.serve.com. Cash loads at participating retailers are subject to your Account transaction limits and such other restrictions we may add to this feature from time to time.

We reserve the right to delay the availability of funds added to your Account from any Cash Funding Source until such funds have cleared and posted to your Account, although such funds will generally post within thirty (30) minutes of the funding transaction. We may change accepted tender types and funding methods for the Account at any time for legal, risk management, security or other purposes. In addition, your ability to add funds from any Cash Funding Source is also subject to the transaction limits on your Account related to adding funds (visit the Serve Site or contact us to find out what those transaction limits are).

Please note: Cash Funding Sources are services and products provided by third parties. Even though we allow the use of these Cash Funding Sources to add money to your Account, we do not provide these services or products and are not responsible for any service issues that arise with them. Use of a Cash Funding Source is subject to the terms and conditions established by the provider of the Cash Funding Source.

Cash Funding Sources cannot be used to add funds directly to a Subaccount.

Although American Express does not charge any fees in connection with your Adding Money to your Account via Cash Funding Sources, the third parties providing such Cash Funding Sources may charge fees for their products and services.

When you attempt to add money to your Account via a Cash Funding Source, we will notify you via e-mail when the transaction is completed successfully. You may also view any approved transactions by logging into your Account on the Serve Site or via the Serve Mobile Application.

The amount of each load to your Account using cash must be at least US$20.00.

(5) Adding Checks to your Account with Serve Mobile Check Capture by Ingo® Money Mobile Check Capture

a. Service.
Following activation of your Serve card, you may use Serve's Mobile Check Capture by Ingo Money® service ("Mobile Check Capture") to submit checks to a national bank ("Bank") identified in the Mobile Check Capture by Ingo Money Service Terms and Conditions ("Mobile Check Capture Terms and Conditions") for credit to your Account. The Mobile Check Capture service can be accessed exclusively via the Serve Mobile Application.

Please note:

Mobile Check Capture transactions are subject to the fees described in Section 10.a and the Limits described in Section 10.b.

Subaccount Users are not currently eligible to use Mobile Check Capture.

b. Service Providers; Terms of Service
Mobile Check Capture is operated and provided by Ingo Money, Inc. ("Ingo Money") and the Bank, and is subject to Ingo Money's and the Bank's Mobile Check Capture Terms and Conditions Ingo Money's and the Bank's Privacy Policy, the terms and conditions applicable to Mobile Check Capture set forth at the Serve Site and the Serve Mobile Application, and the terms and conditions of this Agreement. We are not responsible for Ingo Money's or the Bank's acts or omissions in their provision of Mobile Check Capture.

In providing Mobile Check Capture,

Ingo Money will verify your identity and review your checks for approval. Because Ingo Money is assuming the risk of collection of the amount of your check from the writer of the check, Ingo Money may approve your check for funding or reject your check in its sole discretion based on a variety of factors.

The Bank will deposit your checks it its own account for clearing and collection and is responsible for crediting funds from your checks to your Account (net of applicable fees). Approved and funded checks that return unpaid will be transferred by the Bank to Ingo Money for collection.

c. Funds Availability Options; Fees.
Mobile Check Capture allows you to select between two funds availability options: Money in Days (10-Day Delayed Funding) and Money in Minutes (Expedited Funding).

Money in Days - If you submit a check using the Money in Days option, the Bank will credit your Account for the amount of the check in 10 days if Ingo Money approves your

check and it is not returned unpaid within the 10 day-period. There is no fee charged for Money in Days transactions.

Money in Minutes – If you submit a check using the Money in Minutes option, Ingo Money will review your check for approval within one hour. If Ingo Money approves your check, the Bank will credit your Account for the amount of the check, less applicable fees, typically within a few minutes. There is a fee charged for each Money in Minutes transaction, as follows:

1% of the check amount for payroll and government checks with a pre-printed signature, with a minimum fee of $5;

or

5% of the check amount for all other accepted check types, including hand-signed payroll and government checks, with a minimum fee of $5.

d. Eligible Checks

Ingo Money and the Bank accept most types of government, payroll, personal and other checks for review and approval. They do not generally accept credit card checks, traveler's checks other than American Express Travelers Cheques, "starter checks" or other checks that do not have the check writer's name and address pre-printed on the check, U.S. Savings Bonds, or checks drawn on accounts located outside of the United States, Puerto Rico, and U.S. Virgin Islands or checks payable in currency other than US Dollars. All checks must have the writer's name and address pre-printed on the check, be dated on or before the date of submission, be made out to you as your name appears on your Account, have matching numbers in the two amount lines, be signed by the check writer, be endorsed by you (and any other payee), and the endorsement must match the name on the payee line on the front of the check. Ingo Money and the Bank do not generally accept checks you have written to yourself.

e. Transaction Limits

Subject to the overall Add Money limits set forth in Section 10.b, each check you submit via Money in Minutes must be in an amount between $20 and $5,000, and each check you submit via Money in Days must be in an amount between $.01 and $5,000. Your use of Mobile Check Capture is limited to $5,000 in checks per day and subject to your overall Add Money limit of $10,000 per month.

f. Additional Limits

We and Ingo Money and the Bank reserve the right, subject to Applicable Law, to change the amount of your Mobile Check Capture limits or impose additional limits, limit, block, or place holds on certain types of Mobile Check Capture transactions and/or limit, suspend or block your transmission of checks from particular persons or entities or your access to the Mobile Check Capture feature in our respective sole discretion.

g. Privacy
Your personal data is collected by Ingo Money and the Bank (including, as provided by us) when you access the feature, when you submit checks for funding, when you otherwise provide it to Ingo Money and the Bank, and when Ingo Money and the Bank collect it during the provision of their services. Please refer to Ingo Money's and the Bank's Privacy Policy for information regarding Ingo Money's and the Bank's use of this information.

h. Third Party information
Ingo Money and the Bank may obtain information and reports about you and your financial and transaction history from credit reporting agencies, other data sources, and from us in order to help them assess the risk of checks you submit for their approval.

i. Limitation of Liability
We will not be liable for any losses that arise, directly or indirectly, in whole or in part, from your negligence, omissions or breach of this Agreement or Ingo Money's and the Bank's Mobile Check Capture Terms and Conditions, any error, omission or delay in your transmission of any check, any error or delay due to telecommunications or systems failure or the unavailability of Mobile Check Capture due to other causes beyond our reasonable control, or the return of any check by the institution upon which it is drawn.

j. Hours of Service
You may use Mobile Check Capture 24 hours a day, 7 days a week, except when the system is unavailable for required maintenance or due to system outages. We are not responsible for the unavailability of Mobile Check Capture or any damages that may result from its unavailability.

k. Smartphone
In order to use Mobile Check Capture, you must obtain and maintain, at your own cost, a smartphone upon which the Serve Mobile Application has been installed. We assume no responsibility for defects, failures, or incompatibility of Mobile Check Capture with your smartphone or other hardware or software used in connection with Mobile Check Capture, including any third party software you may need to use Mobile Check Capture. We have no obligation to make the Serve Mobile Application, or the Mobile Check Capture functionality within the Serve Mobile Application, available on any particular device. We may disable the Mobile Check Capture functionality within the Serve Mobile Application on any mobile device in our sole discretion. We might do this if we have concerns about the security of information transmitted through such mobile device.

c. Recurring Payments to Your Account.
Note: Beginning 3/31/2021 and until further notice, scheduled recurring transfers from a debit card/bank account to your Serve Account and from your Serve Account to a Subaccount or Goals will be temporarily unavailable. You may continue to make one-time transfers. We apologize for the inconvenience.

Subject to the Receive Money transaction limits on your Account and the terms and conditions in this Agreement, you may pre-authorize recurring transfers to your Account. Pre-authorized recurring transfers to your Account are subject to the following:

(1) If you instruct a third party to send pre-authorized transfers to your Account or take pre-authorized transfers from your Account at least once every sixty (60) days, the person or entity making the transfer should notify you if the transfer does not occur. You may also click on the "My Account" tab on the Serve Site, view your periodic account statement or call Customer Service to see if the funds have been transferred to or from your Account. Except as required by Applicable Law, funds transferred to your Account from a Payment Funding Source may not be immediately available and are subject to the restrictions and limitations set forth in this Agreement, including but not limited to, all applicable fees and transaction limits on your Account.

(2) You may establish automatic funding options on your Account. If you choose an automatic funding option, each time your Account balance reaches the threshold you set, we will automatically transfer funds (assuming there are available funds in the Payment Funding Source you select) in the amount you establish into your Account from the Payment Funding Source selected to perform this automatic funding function. Except as otherwise required by Applicable Law, funds transferred on the automatic funding option may not be immediately available and are subject to the restrictions and limitations set forth in this Agreement, including but not limited to, all applicable fees and transaction limits on your Account.

6. Serve Mobile; Text Messaging.

a. Serve Mobile Application.
The Serve Mobile Application allows you to use your mobile device to send, request, and receive payments through the Service. The Serve Mobile Application may not work with all mobile devices (it is currently available only for U.S. wireless telephone numbers), and not all functionalities of the Service are available on mobile devices or through the Serve Mobile Application. The Serve Mobile Application does not permit or support currency conversion and is subject to the Send and Receive Money transaction limits we set for your Account (or, as applicable, we or the Master Accountholder set for a Subaccount), as well as applicable fees. If you use the Serve Mobile Application, you are solely responsible for any fees that your wireless service provider or other third party charges, such as fees for messages and data services. Your wireless service provider is not the provider of the Serve Mobile Application or the Service, and we are not responsible for the hardware and/or mobile device you use in downloading and using the Serve Mobile Application.

b. Text Messaging.
In order to communicate with us via text or receive text messages from us (e.g., about your Account or Subaccount, offers and news about the Service) or use certain features of the Service that we may make available that require the use of text messaging , you must opt in to the applicable text, also known as short message service or SMS,

program ("SMS Service”) on the Serve Site on or through your wireless device or other wireless receiving equipment through which you intend to access and use the Service and expressly consent to receive text messages.

If you have successfully registered for and opted in to the SMS Service (which includes, amongst other things, successfully verifying your U.S. wireless telephone number(s) you wish to use in connection with your use of the SMS Service), you understand that you will receive text messages in connection with your use of such SMS Service to, among other things, provide you with the information you request, and otherwise in connection with certain transactions initiated by you, or initiated by other Users that wish to transact with you via SMS (e.g., by sending to you, or requesting from you, money). In addition to those messages, you understand that, as part of the SMS Service, you also may receive error messages, confirmatory messages and other similar administrative messages from us via text at your U.S. wireless telephone number you have provided for such purposes. Message frequency varies by account, by transaction volume, and by preferences.

You understand that your wireless service provider’s message and data rates may apply to messages sent and received in connection with the Service (including, without limitation, any error messages, confirmatory messages or other administrative messages that you may receive in connection with your use of the Service), and may appear on your wireless service provider’s bill or deducted from your pre-paid wireless balance.

You may cancel your enrollment in the SMS Service at any time by replying "STOP” to any text message you receive from us or by texting "STOP” to SERVE (73783) or by logging into your Account or Subaccount via your Account Profile on the Serve Site or by calling Customer Service, and you understand that, for your protection, you may receive a text message on your U.S. wireless telephone number confirming your cancellation. If you require information or assistance, reply "HELP” to any text message you receive from us or text "HELP” to SERVE (73783), or call Customer Service.

Once you have successfully registered for and opted into the SMS Program, you may use your U.S. wireless telephone number(s) as an account identifier to send money, request money, and initiate scheduled transactions. Subaccount Users may opt in to receive the SMS Service only if the Master Accountholder has granted permission to the Subaccount for this feature.

7. Subaccounts.

Please note: On and after September 10, 2024, new Subaccounts will not be able to be established. Subaccounts established (and Subaccount Cards issued and activated) prior to September 10, 2024 will remain fully operative.

The Service has a feature that offers the ability to have one or more sub-accounts (each a "Subaccount”) connected to your Account that you can control and transfer money into for use by Authorized Users who meet the eligibility requirements of this feature. To

open and maintain a Subaccount the Master Accountholder must have a verified email address and have provided his or her social security number if prompted to do so on the Serve Site.

Only a person with a valid Account in good standing (meaning, your Account is not presently subject to an open/pending investigation and you are not in violation of this Agreement or any other agreement we have with you) may open and maintain a Subaccount and receive a Subaccount card linked to the Subaccount.
By opening a Subaccount, the Master Accountholder agrees to be fully liable and responsible for all Subaccount User's transactions, actions, obligations, uses and liability related to the Subaccount, any Subaccount card issued for a linked Subaccount, the Subaccount User's use of the Service at any websites, and all other obligations of the Subaccount User related to the Subaccount or the Subaccount card.

At present, a Master Accountholder may open up to a maximum of four (4) Subaccounts at any given time. There may be only one Subaccount User for each Subaccount. We reserve the right, in our sole discretion at any time, to limit the number of Sub Accounts an individual may have available to him or her with the Service.

A Subaccount User must be an individual who is at least eighteen (18) years of age (or nineteen (19) years of age if he or she resides in a state where the age of majority is nineteen (19)), and reside in the U.S. A Master Accountholder may also open a Subaccount for individuals between the age(s) of thirteen (13) and eighteen (18) (or nineteen (19) where applicable), where the Master Accountholder is that individual's parent or legal guardian or has the appropriate consent from that individual's parent or legal guardian, subject to the Master Accountholder's and Subaccount User's meeting any eligibility requirements.

Subaccounts are subject to all of the terms and conditions of this Agreement and all limitations (including transaction limits) imposed by the Master Accountholder or us on the Subaccount or on a Subaccount card.

All Subaccount transactions count against the Master Accountholder's transaction limits as though the Master Accountholder conducted the transactions himself or herself. For example, if the Master Accountholder has a $750 per day ATM Withdrawal limit on his or her Account and the Subaccount User withdraws $250 from an ATM during a day, additional ATM Withdrawals from the Master Accountholder's Account will be limited to $500 that day.

If the Subaccount User or Subaccount card User violates this Agreement and allows someone else to use the Subaccount or Subaccount card, then the Master Accountholder agrees that all transactions, actions, obligations, and uses of the Subaccount or the Subaccount card done by that third person (including transactions, actions, or uses of the Subaccount that exceed the authority granted to the third person by the Subaccount User or Subaccount card User) will be deemed to be those of the Subaccount User and that the Master Accountholder will be liable for those transactions

as well. The Master Accountholder agrees to provide copies of all relevant agreements, consents and disclosures regarding the Service, including but not limited to copies of this Agreement and the Privacy Notice and Privacy Statement, to each Subaccount User and Subaccount card User. Closure of a Subaccount results in termination of your privileges with respect to the associated Subaccount card.

The Master Accountholder sets a temporary password for the Subaccount. When the Subaccount User logs in for the first time with the temporary password, he or she will be prompted to select a PIN for the Subaccount. The Subaccount User can change his or her PIN and password on the Subaccount he or she is authorized to use in accordance with our procedures. We may place a temporary hold on the Subaccount, or suspend or terminate the Subaccount if the password or PIN has been compromised or if the Subaccount card is lost or stolen. In the event the PIN or the Subaccount card becomes lost or stolen, the Subaccount User or Master Accountholder should notify us immediately by calling Customer Service.

a. Eligibility.
A Subaccount User includes the person who is authorized to use the Subaccount or linked Subaccount card. Each Subaccount or linked Subaccount card shall be subject to the terms and conditions in this Agreement, as applicable, and any other terms and conditions applicable to Subaccounts or Subaccount cards. Please note that the Subaccount card cannot be activated or used and Subaccount privileges will be limited until the Subaccount User's email address is verified by clicking on the link in the email we send to the Subaccount User.

The Subaccount card is for consumer use only, is not transferable, and the Subaccount User may not permit any other person to use their Subaccount card. If the Master Accountholder tells us to revoke his or her permission for another person to use a linked Subaccount or Subaccount card, we may suspend use of, lock or close the linked Subaccount. Closure of a Subaccount results in termination of your privileges with respect to the associated Subaccount card.

Any Master Accountholder who authorizes a minor to use a Subaccount or Subaccount card shall be the parent or legal guardian of the minor or have the current valid consent of the parent or legal guardian of the minor to provide the minor with access to a Subaccount or Subaccount card, as described further below. The Master Accountholder shall review all of the agreements, terms and conditions and fees contained in this Agreement and in all other applicable agreements, consents and disclosures with any such minor, and educate or instruct the minor regarding his or her use of the Subaccount and any Subaccount card. The Master Accountholder agrees that we may rely on all uses of the Subaccount and all acts taken with a Subaccount card by a minor, even if those acts or uses contravene the Master Accountholder's instructions to the minor. Except as otherwise required by Applicable Law, the Master Accountholder also acknowledges and agrees that this Agreement and all other applicable agreements, consents and disclosures, including without limitation the Privacy Notice and Privacy

Statement, and any authorizations granted to us, apply to the minor's use of the Service, Subaccount and any linked Subaccount card.

If you allow a minor to use a Subaccount or Subaccount card but are not the minor's parent or legal guardian (e.g., you are the minor's grandparent or relative), you agree to obtain permission from the minor's parent or legal guardian so that the responsible person can have the above discussions with the minor and provide all of the above consents. You represent and agree that you have already done so or that you will do so before the minor first uses the Subaccount or any linked Subaccount card, and that we may rely on your representation and agreement.

b. Representations and Warranties.
By opening, funding, loading, using or authorizing the use of a Subaccount, the Master Accountholder represents and warrants (and if under the age of majority in his/her state of residence, his/her parent or legal guardian represents and warrants) that the information provided is true and correct and complete, that he or she is a resident of the United States; that the Subaccount User is at least thirteen (13) years of age and that where the Subaccount User is less than the age of majority in his or her state of residence his or her parent or legal guardian has consented to his or her access to a Subaccount and Subaccount card.

c. Features.
Subaccount features include, but are not limited to, the following:

(1) Adding Value.

Subaccount can be funded only by a transfer of funds from the Master Accountholder's Account to the Subaccount (as authorized by the Master Accountholder) All transactions made by the Subaccount User, whether from the Subaccount or a Subaccount card, must be funded from the Available Funds held in the Subaccount. The Subaccount may not have any linked bank account or credit or debit card for funding purposes. There is no Backup Funding feature for Subaccounts. All funds in the Subaccount are at all times owned by the Master Accountholder. If a Subaccount User attempts to conduct a transaction in an amount greater than (a) the Available Funds in the Subaccount, or (b) in excess of the transaction limit set on the Subaccount, the transaction will be denied.

(2) Default Settings.

The Master Accountholder may set up default settings to allow or prevent a Subaccount User from using certain Subaccount features or a Subaccount card and may change such default settings.

(3) Fees.

There is no initial set-up fee to open a Subaccount. There is no fee imposed for a Master Accountholder to transfer Available Funds from his or her Account to a linked

Subaccount he or she has opened or, where the Master Accountholder has opened two to four Subaccounts, initiate transfers of funds between such Subaccounts. However, the Master Accountholder's Account and Subaccount transactions will be subject to fees contained in this Agreement. Master Accountholders represent and warrant that they have advised all of their Subaccount Users of the fees that can apply.

(4) Master Accountholder Controls on Subaccounts.

Set forth below are actions a Master Accountholder may take on a Subaccount:

a. Transfer Money Into a Subaccount. The Master Accountholder may transfer Available Funds from his or her Account into a valid linked Subaccount.

b. Transfer Money Out of a Subaccount. The Master Accountholder may transfer money from any linked Subaccount to the Master Accountholder's Account.

c. Control Money Received by or Sent from the Subaccount. The Master Accountholder may set controls ("Permissions") on the funds that can be received by a Subaccount from the Master Accountholder's Account and on the amount of funds that can be sent or transferred out of the Subaccount by the Subaccount User.

d. Set Permissions. The Master Accountholder may set Permissions to allow or prevent the Subaccount User from: (i) performing transactions above the limits or thresholds set by the Master Accountholder but in no event higher than the limits set by us on Subaccounts and the Master Accountholder's Account generally; (ii) making purchases online or offline using the Subaccount or any Subaccount card; (iii) sending funds to other Users and other third parties; (iv) using the Subaccount card at merchants outside of the United States (if we make this functionality available); and/or (v) withdrawing Available Funds from participating ATMs using a Subaccount card. Permissions may be changed by the Master Accountholder at any time.

e. Set Alerts. The Master Accountholder may set alerts to be notified when a Subaccount balance drops below an amount set by the Master Accountholder.

f. View Subaccount Activities. The Master Accountholder may view the Subaccount activities. The Master Accountholder can view the Subaccount balance and Subaccount transactions for ninety (90) days by logging into his/her Account and clicking on "My Account" on the Serve Site. The Subaccount User can view Subaccount transactions for his or her Subaccount for ninety (90) days by viewing their Subaccount Activity.

g. Closure/Suspension of Use of Subaccount and Subaccount Card. Except as otherwise provided in this Agreement, the Master Accountholder may close a Subaccount he or she has opened at any time. Closure of a Subaccount results in termination of your privileges with respect to the associated Subaccount card. In order to close a Subaccount, the Master Accountholder must first transfer the balance of funds remaining in the Subaccount to the Master Accountholder's Account. The Master

Accountholder may not be allowed to close a Subaccount under the circumstances outlined in Section 9. The Master Accountholder may suspend or terminate the Subaccount User's use of the Subaccount or Subaccount card by changing their Permissions for the Subaccount or Subaccount card or by calling Customer Service. We will have a reasonable amount of time to effectuate such a change.

h. Disputes or Claims. The Master Accountholder may file Disputes related to the Subaccount and Subaccount card as provided in this Agreement. The Subaccount User will not have access to or be able to file Disputes related to the Subaccount or Subaccount card.

(5) Subaccount User Actions.

Subject to the Permissions set by the Master Accountholder or by us, the transaction limits set on the Master Accountholder's Account and the terms and conditions of this Agreement, stated below are actions a Subaccount User may take:

a. Send Money and Make Purchases. Where permitted by the Master Accountholder, a Subaccount User may use his or her Subaccount to send money to and to make purchases from other Accountholders. However, Subaccount Users may not receive or request money from other Accountholders.

b. Use the Subaccount card. Subject to any limitations placed by us or the Master Accountholder, a Subaccount User may use his or her Subaccount card to make purchases anywhere that American Express cards are accepted in the United States and to withdraw authorized amounts at any participating ATM in the United States that permits American Express card transactions. Purchases and withdrawals should not exceed the amount of the Subaccount Available Funds, and may not exceed any transaction limits set by us or by the Master Accountholder. Purchases, withdrawals and ATM transactions are subject to fees as described in this Agreement. Subject to any limitations placed by us or the Master Accountholder, a Subaccount User may use a Subaccount card linked to the Subaccount to make online or point of sale purchases at merchants and to withdraw amounts from the Subaccount at participating ATMs in the United States that permit American Express card transactions, where there are sufficient Available Funds.

c. Change the Subaccount Email Address. A Subaccount User may change the email address the Subaccount User has for his or her Subaccount.

d. Change Subaccount Password. The Subaccount User may change the Subaccount password for his or her Subaccount at any time.

(6) Master Accountholder Responsibility.

The Master Accountholder is liable and responsible for all of the Subaccount User's actions, obligations and liability related to the Subaccount, Subaccount card and the

Service; such liability shall include, but is not limited to, any transactions made by any person whom the Subaccount User or the Master Accountholder authorizes or permits to use the Subaccount or Subaccount card. Any action taken by us on the Master Accountholder's Account may also apply to any linked Subaccount, and any action taken by us on a Subaccount may also apply to the Master Accountholder's Account. The Master Accountholder agrees to be liable for a negative Subaccount balance should one occur. We may recover amounts held in a Subaccount if the Master Accountholder owes any amounts to us, even if such liability is unrelated to the Subaccount. Should a Subaccount hold a negative balance, or if any other liabilities are charged to a Subaccount, any such amount may be taken from the Master Accountholder's Account, Goals or from other Subaccounts linked to the Master Accountholder's Account, or from any Payment Funding Source linked to the Master Accountholder's Account. Any online agreements that are accepted by the Subaccount User related to his or her use of the Service, Subaccount or Subaccount card are deemed accepted by the Master Accountholder as if the Master Accountholder had taken the action.

(7) Prohibited Use.

The Subaccount User may not use the Subaccount or Subaccount card to engage in any activities that may be illegal under Applicable Law, or that are otherwise prohibited by this Agreement. We reserve the right to limit, suspend use of, lock or close the Master Accountholder's Account and/or any Subaccount if we believe that the Subaccount User or Subaccount card User may engage in, has attempted or has engaged in, any prohibited activity or if we believe others may have attempted to use or has used the Subaccount or Subaccount card inappropriately. Closure of an Account and/or Subaccount results in termination of your privileges with respect to the associated card and/or Subaccount card, as applicable. We may also block Subaccount and Subaccount card payments and transactions to any User or third party selling or offering products or services we believe may be illegal or inappropriate.

(8) Additional Provisions Relating to the Subaccount Card.

a. ATM Withdrawal and Spending Limits. Subaccount card transactions are subject to any daily and monthly limits that we set for the Master Accountholder's Account, Subaccounts generally, as well as any additional limitations that may be imposed by the Master Accountholder on the Subaccount.

b. Pre-authorization Holds. Merchants may request a pre-authorization hold prior to allowing a Subaccount User to use their Subaccount card. In such an event, a hold may be placed on the Available Funds balance in the Subaccount equivalent to the amount of the pre-authorization request, and we will treat the Subaccount in accordance with the provisions contained in Section 4.g of this Agreement.

c. Documentation of Transfers. The Subaccount User can get a receipt at the time the Subaccount User makes any transfer from his or her Subaccount using his or her

Subaccount card at a participating ATM or, in most cases, point of sale. A Master Accountholder may access the Subaccount transaction history and balance by logging into his or her Account and clicking on Subaccounts. A Master Accountholder should do this regularly to view the activity on his or her linked Subaccount(s).

8. Account Balances.

a. Available Funds and Total Balance.
Your Account or, as applicable, Subaccount has two types of balances: an available balance ("Available Funds”) and a total balance ("Total Balance”). Available Funds are limited to the funds that have been loaded or received into your Account or, as applicable, Subaccount, that are not subject to holds, Disputes, etc.; they represent funds that you can use and conduct transactions with and are fully available to you. Your Total Balance represents the total of all funds in your Account or, as applicable, Subaccount, including incoming or outgoing funds or transactions that are pending and subject to settlement. For example, when you load funds into your Account from a linked Bank Account, the transaction is "pending” until the funds are received by us from your Bank Account and credited to your Account. Available Funds and Total Balance amounts may not always be the same.

A transaction will be listed in your Account or, as applicable, Subaccount, as "completed” when you receive credit or, where applicable, a withdrawal or send amount of a transaction you requested has been debited and is performed. A transaction will be listed as "cancelled” if it cannot be completed as requested or if you or the other party with whom you attempted to engage in a transaction failed or refused to proceed with the transaction. A transaction will be listed as "pending funding” if you requested money from another User and he or she has accepted your request but is in the process of adding funds his or her Account to complete the transaction with you.

Your Available Funds will decrease each time you use your Account or, as applicable, Subaccount to transfer funds to another account or Subaccount or make withdrawals or payments and each time a fee is charged to your Account. You authorize us to reduce the Available Funds in your Account by the amount of each transaction, any pre-authorization or authorization request, and any applicable fees or charges.

You are not allowed to expend funds in excess of the Available Funds in your Account or Subaccount through an individual transaction or a series of transactions. You may increase the Available Funds in your Account through a receipt of funds from another User, the eligible Payment Funding Sources, transferring funds from your Goals and where you have chosen to have it, Backup Funding. However, in the event a transaction occurs that exceeds the Available Funds in your Account and you do not have a Backup Funding Source available and eligible to fund your Account with sufficient Available Funds to allow you to complete the transaction, we may in our sole discretion decline the transaction, or, if it occurs, you shall remain fully liable to us for the amount of the transaction and any applicable fees or charges.

b. Goals

Please note: On and after September 10, 2024, new Goals sub-balances will not be able to be created. Goals sub-balances established prior to September 10, 2024 will remain fully operative.

(1) Overview and Establishment of Goals.

An Accountholder may establish and manage Goals ("Goals") via the Serve Site or the Serve Mobile Application and transfer funds from the Master Accountholder's Account to Goals for the purpose of putting funds away towards specific goals, emergencies, or other purposes, subject to the term and conditions of this Agreement and the terms and conditions applicable to Goals set forth at the Serve Site and the Serve Mobile Application. At present, a Master Accountholder may establish one (1) Goals. A Subaccountholder may not establish Goals.

There are no fees associated with the establishment or use of Goals.

YOU WILL NOT RECEIVE INTEREST OR ANY OTHER EARNINGS ON FUNDS IN YOUR RESERVE. WE ARE NOT A BANK, AND YOUR RESERVE IS NOT A BANK ACCOUNT OR A SAVINGS ACCOUNT. Funds in Goals are insured by the FDIC on the same basis as Account funds held in the custodial accounts we maintain for the benefit of Accountholders (see Section 8.e for details).

(2) Adding Funds to and Accessing Funds in Goals.

Funds can only be added to Goals by transfer of funds (on a one-time or recurring basis) from your Account. Funds so transferred are no longer considered part of your Available Balance and accordingly are not available for immediate spend or other use. For example, if you attempt to make a purchase or withdrawal from your Account that exceeds the Available Balance, the purchase or withdrawal will not be authorized by us (except as otherwise provided in this Agreement), even if you have sufficient funds to cover the shortfall in your Goals.

To spend or otherwise use funds held in your Goals, the funds must be transferred from your Goals back to your Account, at which time such funds will once again be considered part of your Available Balance.

If your Account is suspended or frozen, you will not be able to transfer funds from your Goals to your Account. This means that you will not be able to access the funds in your Goals until the freeze or suspension on your Account is lifted.

Goals transactions are fully reflected in your transaction history, accessible via the Serve Site or the Serve Mobile Application.

You agree that we may recover amounts held in your Goals if you owe any amounts to us in connection with your Account, even if such liability is unrelated to Goals.

Funds transfers between your Account and Goals are immediately processed.

(3) Recurring Transfers to Your Goals.

Note: Beginning 3/31/2021 and until further notice, scheduled recurring transfers from a debit card/bank account to your Serve Account and from your Serve Account to a Subaccount or Goals will be temporarily unavailable. You may continue to make one-time transfers. We apologize for the inconvenience.
You may choose to have us transfer funds from your Account to your Goals on a recurring basis. If you instruct and authorize us to make recurring transfers from your Account to your Goals, then we will continue to do so on a regular basis until you cancel the authorization, or except as provided below.

If there are insufficient funds in your Account at the time that a pre-authorized recurring transfer is scheduled to occur, then the transfer will not occur. We will not make a partial transfer (i.e., a transfer for less than the amount of the scheduled transfer) if the Available Funds are insufficient to cover the full amount of the scheduled transfer. We will not attempt to make the transfer after sufficient funds are added to the Account. You may verify that a preauthorized transfer occurred as scheduled through the Serve Site or the Serve Mobile Application, or by calling Customer Service.

You may stop a preauthorized recurring transfer through the Serve Site or the Serve Mobile Application, or by calling Customer Service. If you cancel a preauthorized recurring transfer authorization at least three days before the next scheduled transfer, then we will stop that transfer. If you cancel a preauthorized recurring transfer authorization within three days of the next scheduled transfer, then we may not be able to stop the next scheduled transfer. If you instruct us to stop payment of an individual transfer, we will cancel the entire series of recurring transfers, and you will need to provide us with a new authorization in order to resume recurring transfers.

If we fail to stop payment of a preauthorized transfer in accordance with your instructions and the terms specified above, then we will be liable to you for all damages proximately caused by such failure. We will not be liable, however, if we can show by a preponderance of the evidence (1) that our failure resulted from an act of God or other circumstance beyond our control, that we exercised reasonable care to prevent such an occurrence, and that we exercised such diligence as the circumstances required; or (2) that our failure resulted from a technical malfunction which was known to you at the time that the transfer should have occurred. If our failure to stop payment of a preauthorized transfer was not intentional and resulted from a bona fide error, notwithstanding the maintenance of procedures reasonably adapted to avoid any such error, we shall be liable only for actual damages proved.

Each preauthorized recurring transfer in a series must be in the same amount. If you wish to change the amount of recurring transfers, then you must cancel the authorization and provide us with an authorization for a new series of recurring transfers

(4) Closing Goals.

Once established, Goals can be closed only in connection with the closure of your Account. If you or we close your Account, your Goals will be simultaneously closed, and the funds in your Goals will be returned to you on the same basis as the return of funds from your Account.

c. Not a Demand Deposit Account.
Except as otherwise provided by Applicable Law, when you sign up for the Service, you do not get, and neither is the Account, the Subaccount or Goals, a demand deposit (checking) account, savings account, or other consumer asset account with us or with any bank partner. You receive a prepaid access Account, or as applicable, a Subaccount, that allows you to send and receive funds through the Service. At our discretion, we may hold multiple Accounts or Subaccounts in a "pooled account" at a bank. We will hold and move funds in accordance with Applicable Law.

d. No Interest Payments; Security Interest; and Set Off.
You will not receive interest or any other earnings on funds in your Account (including funds in Goals) or Subaccount and you agree that any interest that may be earned on funds in your Account or Subaccount belongs to us. We will hold the funds in your Account or Subaccount separate from our corporate funds, will not voluntarily make such funds available to our creditors in the event of bankruptcy or for any other purpose, and will not knowingly permit our creditors to attach such funds. You grant us a security interest in and a lien upon any funds you send or receive through the Service to allow us to set off or deduct any amounts owed to us against those funds in the event you have a negative balance or otherwise fail to uphold the terms and conditions of this Agreement.

e. Information Regarding FDIC Pass-Through Insurance Coverage and Serve.
When you Add Money to your Serve Account, funds will be placed by us into one or more custodial accounts we maintain for the benefit of Accountholders at one or more FDIC-insured banks (currently American Express National Bank) not later than the business day after those funds are reflected in your Total Balance. These custodial accounts will be set up to provide pass-through FDIC insurance. Subject to the limitations set forth below, this means that if a bank holding our custodial account fails, you should be insured by the FDIC up to the per-depositor coverage limit then in place (currently $250,000 in most instances). Note that the FDIC insurance maximum applies to the aggregate of all funds that you have on deposit with the bank in your individual capacity, including funds that you have in deposit accounts other than the account in which your Serve funds are deposited.

Your Serve funds will not receive the benefit of FDIC insurance before they are placed in one of the custodial accounts referenced above. FDIC insurance coverage is contingent upon our maintaining accurate records and on determinations of the FDIC as

receiver at the time of a receivership of a bank holding a custodial account referenced above.

FDIC pass-through insurance protects funds placed on behalf of an Accountholder against the risk of loss (up to the then applicable FDIC deposit insurance limits) should any FDIC-insured bank(s) where we maintain custodial account(s) for the benefit of the Accountholder fail. FDIC pass-through insurance does not protect you against the risk of our insolvency. In the unlikely event of our insolvency, funds we place in a custodial account for your benefit should be protected from claims by our creditors; however, it is possible that funds that we hold before placement in a custodial account will not be protected from claims by our creditors. Even if funds in your Serve Account (whether held by us or held in a custodial account) are protected from claims by our creditors in the unlikely event of our insolvency, it is possible that you will not have access to those funds while court or other legal proceedings are ongoing.

FDIC pass-through insurance also does not protect you against the risk that an Add Money transaction might fail or be reversed (for example, because an Add Money Source does not honor (or reverses) an Add Money transaction).

Please note:

Funds in a Provisional Account or other “temporary” account or card are not eligible for FDIC pass-through insurance. When you register online and establish a Serve Account, your Provisional Account or other “Temporary” account or card funds (to the extent you provide us information about your account or card at registration) will be transferred to your Serve Account and be eligible for FDIC pass-through insurance within one business day of establishment of your Serve Account.

Funds held in your Goals, and funds transferred between your Account and Goals, will at all times be held in the custodial accounts we maintain for the benefit of Accountholders at FDIC member banks set up to provide FDIC pass-through insurance coverage.

9. Closing your Account.
If you would like to close your Account (including your Goals) and/or cancel your card, you may call Customer Service. You may also close your Account (including your Goals) and/or cancel your card online at the Serve Site. A Master Accountholder may close a Subaccount by the same mechanisms. Closure of an Account and/or a Subaccount results in termination of your privileges with respect to the associated card and/or Subaccount card, as applicable. Closure of your Account also results in the closure of all Subaccounts you may have set up.

Upon closure of your Account or Subaccount, we will use reasonable efforts to cancel all pending transactions (subject to Applicable Law) and send you a final closing transaction statement for your Account.

After the closure of your Account or Subaccount, you may also request a paper statement from us if you wish to review your transaction history. Subject to Applicable Law, you may be charged a fee for each paper copy you request.

If you choose to close your Account, you should withdraw the balance of funds remaining in your Account by electing during the closure process to send such balance via ACH to your valid U.S. Bank Account or have a check made payable to you mailed to the last postal address of record we have for you. The remaining balance in a Subaccount will be returned to the Master Accountholder's Account.

To have funds withdrawn from your Account by check, please contact Customer Service. It will take 7-10 business days to process the request. There currently are no fees charged to withdraw funds via check. Checks are void after 90 days.

You may not close your Account or Subaccount to evade an investigation or a disputed transaction(s). You may not close your Account or Subaccount if there is a negative balance in your Account or Subaccount or if there is an investigation pending or a Dispute related to the Account or Subaccount or associated card or Subaccount card, and subject to Applicable Law, we may hold your funds for up to thirty (30) days or longer to finish conducting the investigation and/or protect us or a third party against the risks of payment reversals, Chargebacks, claims, fees, fines, penalties, and other liability.

You will remain liable for all obligations related to your Account (including your Goals) or Subaccount even after its closure.

10. Fees and Limits.

a. Schedule of Services and Fees.
Unless you are a resident of an excluded state, or we otherwise waive or do not apply one or more fees in accordance with the terms of a program, special promotion or offer we may sponsor from time to time, we will impose the fees for the respective transactions set forth in the schedule below conducted through your Account as well as any Subaccount(s) unless stated otherwise. All fees are in U.S. Dollars and remain subject to change in our discretion and where notice is provided as required by Applicable Law.

Serve® American Express® Prepaid Debit Account - Serve Cash Back Short Form Disclosure

Monthly fee **$7.95†**	Per purchase **$0**	ATM withdrawal **$0** in-network **$2.50*** out-of-network	Cash reload **$3.95***
ATM balance inquiry (in-network or out-of-network)			N/A
Customer service (automated or live agent)			$0
Inactivity Fee			$0
We charge 3 other types of fees. †No fee in NY, TX, VT. No fee in AR until you register your card. *This fee can be lower depending on where this card is used. **No overdraft/credit feature.** Register your card for FDIC insurance eligibility and other protections. For general information about prepaid accounts, visit cfpb.gov/prepaid Find details and conditions for all fees and services inside the package or call **1-800-954-0559** or visit **serve.com/cbcardinfo.**			

List of all fees for Serve® American Express® Prepaid Debit Account – Serve Cash Back

All fees	Amount	Details
Get started		
Card price	Up to $3.95	$0 to sign up online
Monthly usage		
Monthly fee	$7.95	No fee for residents of NY, TX, or VT. No fee for residents of AR until you register your card. If you signed up for American Express Serve® prior to February 1, 2019, the monthly fee is $5.95.
Add money		
Cash reload	Up to $3.95	Fee varies by retailer. The amount of each load to your Account using cash must be at least $20.
Direct deposit	$0	

Mobile Check Service by Ingo® Money • Money in ten (10) days • Money in Minutes	$0 1% or 5% of check amount, with $5 minimum fee	If your check is returned unpaid within the 10-day period, your Account will not be funded. There is no minimum check amount. 1% fee on payroll or government checks with preprinted signatures or 5% fee on other checks; $5 minimum fee applies; $20 check minimum. The Mobile Check Capture by Ingo Money service is provided by a national bank identified in the Mobile Check Capture Terms and Conditions and Ingo Money, Inc., subject to the bank's and Ingo Money's Mobile Check Capture Terms and Conditions and the bank's and Ingo Money's Privacy Policy. All checks are subject to approval for funding in Ingo Money's sole discretion. Approval usually takes 3 to 5 minutes but can take up to one hour. Fees apply for approved Money in Minutes transactions funded to your Account.
Add money from a bank account	$0	You can add money to your Serve Account from your checking or savings account by initiating a transfer from your bank into your Serve Account. Consult with your bank for origination fees that may apply.
Add money from American Express charge or credit card	$0	A cash advance fee may be assessed against your charge or credit card account. Check your charge or credit card agreement for details.
Spend money		
Online bill pay	$0	
Serve Money Transfer powered by Ria®	Up to $16.99	The Serve Money Transfer fee depends on the transfer amount. $4.99 for transfers up to $50 $8.99 for transfers $50.01-$1,000 $16.99 for transfer $1,000.01-$2,500 See serve.com/moneytransfer for more details.
Get cash		
ATM withdrawal (in-network)	$0	"In-network" refers to MoneyPass® ATM Network. See serve.com/atm for locations and other details.
ATM withdrawal (out-of-network)	Up to $2.50	This is our fee. No fee for residents of VT. "Out-of-network" refers to all ATMs outside of the MoneyPass® ATM Network. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.

ATM transaction decline	$0.75	Per ATM decline. No fee for residents of VT. Will apply at MoneyPass® or other ATMs each time you enter an invalid PIN, exceed your ATM withdrawal limits, or your Account has insufficient funds.
Cash Pickup powered by Ria®	Up to $9.49	Per withdrawal. The Cash Pickup service is provided by Ria® for pick up at Walmart®. The Cash Pickup fee depends on the withdrawal amount. $3.49 per withdrawal for cash out up to $500 $6.49 per withdrawal for cash $500.01-$1,000 $9.49 per withdrawal for cash $1,000.01-$2,900 Withdrawals up to $2,900 are available to Serve Accountholders who receive their tax refund or refund advance via Direct Deposit into their Serve Account. See serve.com/cashpickup for more details.
Information		
Customer Service (automated or live agent)	$0	Available 24/7
ATM balance inquiry (in-network or out-of-network)	N/A	
Using your Card outside the U.S.		
Foreign transactions	2.7%	After conversion to US Dollars.
Other		
Cash Back on purchases	$0	Earn 1% Cash Back on purchases (less returns/credits) rounded to the nearest dollar, added to your Account after you use your card. Rounding purchases to the nearest dollar means that you won't earn a fraction of a penny in Cash Back. For example, a purchase of $0.01-$0.49 rounds to $0.00 (you don't earn Cash Back), a purchase of $0.50-$0.99 rounds to $1.00 (you earn $0.01 Cash Back), and so on. Account spend limits apply. The Serve Cash Back card is the only prepaid card/Account with 1% Cash Back on purchases, not limited to select merchants or select purchases. Cash Back is typically applied to your Account promptly after your purchase, but could take up to 60 days. Cash Back can be redeemed and used only for future purchases made with your card and cannot be redeemed for cash or otherwise exchanged for value. Subaccounts are not eligible to earn Cash Back. ATM transactions, fees and Serve Online Bill Pay are not purchases and do not earn Cash Back. For full terms and restrictions, see the Cash Back User Agreement.
Send and receive money	$0	

Goals	$0	Set aside money for specific goals, emergencies or other purposes
Subaccounts	$0	
Card replacement – standard shipping	$5.00	No fee for residents of NY, TX, or VT. Per replacement card, standard delivery 7-10 business days.
Card replacement – expedited shipping	$20.00	Per replacement card, Fedex delivery. Card will arrive in 3-4 business days. Expedited shipping is not available to customers in Alaska, Hawaii, Puerto Rico, Guam, and the U.S. Virgin Islands.
Purchase Protection on eligible purchases	$0	Purchase Protection is underwritten by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604. Coverage is determined by the terms, conditions, and exclusions of the Policies applicable to your card and is subject to change with notice. This document does not supplement or replace the Policy. Shipping and handling costs for the purchase will not be refunded. Certain purchases are not covered, e.g. items lost by card Member, consumable and perishable items, motorized vehicles and their parts or accessories, or normal wear and tear. Other important exclusions apply. You will only be reimbursed for the amount charged to your eligible card; coverage is limited up to $1,000 per occurrence; not to exceed $50,000 per card Member account per calendar year. You may be required to send the purchased item to us, in which case we will reimburse you for that shipping cost. This product provides secondary coverage. This means it pays eligible benefits not paid by any primary insurance that you have. For full Terms and Conditions, see serve.com/ppterms.
Inactivity fee	$0	

Register your card for FDIC insurance eligibility and other protections. Your funds will be held at or transferred to American Express National Bank, an FDIC-insured institution. Once there, your funds are insured up to $250,000 by the FDIC in the event American Express National Bank fails, if specific deposit insurance requirements are met and your card is registered. See *fdic.gov/deposit/deposits/prepaid.html* for details.

No overdraft/credit feature.

Contact American Express Travel Related Services Company, Inc. by calling 1-800-954-0559, by mail at 200 Vesey Street, New York, N.Y. 10285, or visit serve*.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*.

The schedule above sets forth fees we impose on the respective transactions. Other parties

(such as merchants with respect to point of sale transactions, ATM operators or networks with respect to balance inquiries and access to funds in your Account, and other financial institutions with respect to transactions such as cash withdrawals at their branches) may impose separate fees on the same transactions and we make no accounting for those.

We will deduct all applicable fees from the balance in your Account, or as applicable, Subaccount, at the time of the imposition of the fees.

b. Limits.
An Accountholder may add funds to his or her Serve Account via any of the Funding Sources described in Section 5, as well as via Direct Deposit, Receive Money, and Mobile Check Capture (each such funding transaction, an "Add Money" transaction).

A User may make use of Available Funds in his or her Serve Account via merchant transactions (i.e., spend at merchants), Send Money, ATM withdrawals, Pay Bills, Money Transfer, Cash Pickup and transfers back to linked Bank Accounts or withdrawal by check (each such use of funds, a "Spend Money" transaction).

The following limits apply to Add Funds and Spend Money transactions conducted through your Serve Account as well as any Subaccounts. For purposes of calculating limits, (i) a transaction occurs at the time we post it to your Account (this date may differ from the date the transaction was initially authorized/conducted), and (ii) a day is calculated as the 24-hour period commencing midnight (Eastern time) on any day and ending midnight (Eastern time) the following day. We may set additional transaction limits on your use of your Serve Account and any Subaccounts, including in circumstances in which we have not verified all of the identity and other personal information you have provided. All limits remain subject to change in our discretion at any time for legal, risk management, security or other purposes, subject to Applicable Law.

Serve® American Express® Prepaid Debit Account – Serve Cash Back Limits

American Express Serve Limits	
Transaction	**Limits**
Available Balance combined for all of your Serve Accounts	$100,00
Add Money: Up to $100,000 per year combined for all of your Serve Accounts Up to $10,000 per month combined for all of your Serve Accounts	
Direct Deposit (such as Tax refunds, Government deposits, Salary and Payroll deposits)	$100,000 per year combined for all your Serve Accounts
All Other Add Money Transactions (i.e. Cash, Mobile Check Capture by Ingo® Money, Checking or Savings Account, Debit Card and Request/Receive Money Transactions)	Up to $10,000 per month and up to $100,000 per year combined for all your Serve Accounts (sub-limits as indicated below apply)
Cash	$2,500 per day and $5,000 per month $9,000 per day combined for all of your Serve Accounts

Mobile Check Capture by Ingo® Money	$5,000 per day combined for all of your Serve Accounts and $10,000 per month[§‡]
Checking or Savings Account	$2,000 per month[^]
Debit Card	$200 per day and $1,000 per month
American Express® Charge or Credit Card	$200 per day and $1,000 per month
Request/Receive Money Transactions	$10,000 per month
Backup Funding	$1,000 per day and $2,500 per month
Spend, Withdraw, and Send Money: Up to $100,000 per year combined for all of your Serve Accounts Spend and Withdraw: Up to $15,000 per month combined for all of your Serve Accounts (sub-limits as indicated below apply)	
Retail/Online Purchases	$15,000 per month
Pay Bills (Includes MAIL A CHECK)	$15,000 per month ($5,000 per month in the case of non-registered payees where payments are sent via MAIL A CHECK)
Send Money Transactions	$2,500 per month
ATM Withdrawals	$750 per day combined for all your Serve Accounts
Serve Money Transfer Powered by Ria®	$2,500 per day combined for all your Serve Accounts
Cash Pickup Powered by Ria®	$2,500 per day (for tax refunds or refund advances received via Direct Deposit, the daily limit will increase to the amount of the tax funds, up to $2,900)* $2,900 per day combined for all of your Serve Accounts

[§]Additional Ingo® Money imposed limits apply (currently $5,000 per day and $10,000 per month across all Ingo Money service check cashing transactions).
[‡]Calculated on a rolling 24-hour basis.
[^]Depending on your bank's policies and terms, you may be able to transfer money to your Serve Account from your checking or savings account by initiating a transfer from your bank into your Serve Account. Please note that that the amount of that transfer will count towards the $100,000 Direct Deposit limits as noted above.
*The daily limit will be the lesser of the tax funds amount or $2,900. Once the remaining tax funds amount is $2,500 or less, the $2,500 daily limit will apply.

c. Types of Transactions.

(1) Send or Receive Money Transaction

A "Send Money" transaction involves the sending of money to another individual through the Serve Site (an online transaction) or a mobile application. A "Receive Money" transaction involves receiving money from another individual or entity through the Serve Site or a mobile application.

(2) Card Transactions.

When you use your card or Subaccount card to make point of sale transactions at participating merchant locations or through a merchant's online store, you will not be charged a fee by us for such transaction.

If you use a Subaccount card to make a point of sale transaction at a participating merchant location or through a merchant's online store, you must have Available Funds

in your Subaccount for the entire amount of the transaction and any applicable fee(s). The merchant or other third parties may impose additional fees for point of sale transactions at participating merchant locations or through merchant's online store, which may be added to the cost of the transactions. For example, a merchant may impose a $1.00 fee for paying by a card at the point of sale where permitted by Applicable Law.

Fees apply when you conduct ATM transactions, as specified in Section 10. Additional fees may also be imposed by the ATM owner/operator (for which we make no accounting).

(3) Serve Check Withdrawal.
You may also withdraw funds from your Account by requesting a check to be issued to you at the mailing address we have on file for you. This feature is only available when you are closing your Account. To request funds to be withdrawn from your Account via a check, please contact Customer Service. It will take 7-10 business days to process the request. There currently are no fees charged to withdraw funds from your Account via check. Checks are void after 90 days. If you need to have a stop payment order placed on a check issued to you, please note that a stop payment can only be placed on a check that was issued within 90 days of the original stop payment request. Stop payments may be requested by calling or writing to Customer Service. There currently is no fee for stopping payment on a check.

11. Restricted Activities and Required Licenses.

a. Restricted Activities.
Your Account (including your Goals), card, Subaccount and Subaccount card are non-transferable and may be used only by you or an Authorized User as provided in this Agreement. In addition, in using or accessing the Service, the Serve Site, your Account (including your Goals), your card, your Subaccount or Subaccount card, you agree that you will not and you will have any Authorized User agree that such Authorized User will not:

(1) Breach this Agreement or any other policy, terms of service, or agreement that you have agreed to with us;

(2) Violate any Applicable Law;

(3) Attempt to fund your Account with an ACH that is returned, revoked or otherwise unable to be processed;

(4) Purchase or sell, or facilitate the purchase or sale of, illegal goods or services (including, but not limited to: unlawful sexually oriented materials or services and 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;

(5) Engage in or in furtherance of debt collection activities;

(6) Provide false, inaccurate, or misleading information;

(7) dispute transactions that are made by you or that you otherwise benefit from;

(8) fail to secure your card

(9) Fund or remit payroll, payroll deposits, wages, other forms of compensation (including incentive payments or bonuses), or any employee benefits;

(10) Provide yourself or Authorized Users a cash advance from your credit card;

(11) Send messages (to us, to your customers or the general public) which would be deemed abusive, harassing, offensive, obscene, racist, libelous, defamatory or threatening in nature or use the Service in connection with goods, materials or services related to such activities and behavior;

(12) Unless permitted under Applicable Law, refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;

(13) Infringe on our or any third party's copyright, patent, trademark, trade secret, or other intellectual property rights;

(14) Use any robot, spider, other automatic device, or manual process to monitor or copy the Serve Site;

(15) Use the Service in a manner that results in or may result in complaints or Disputes;

(16) Use your Account (including your Goals), Subaccount or the Service in a manner that we believe may be a violation of any applicable electronic payment network rules, card association or network rules, National Automated Clearinghouse Association rules or Applicable Law;

(17) Allow your Account or Subaccount to have a negative balance;

(18) Use the Service for multi-level marketing or multi-level financial programs, including but not limited to, pyramid and matrix programs or ponzi schemes;

(19) Use the Service to sell, or attempt to sell or otherwise make available any items as may be specified by us from time to time;

(20) Use the Service to sell or distribute mod chips or other devices for circumventing technical protection measures on digital devices (including those for unlocking phones or video game devices);

(21) Obtain amounts that do not represent bona fide sales of goods or services or do not represent bona fide direct sales by you;

(22) Use the Service in connection with financial services banks, credit unions, savings and loan associations, equities (defined as an instrument that signifies an ownership position, or equity, in a corporation, and represents a claim on its proportionate share in the corporation's assets and profits, e.g., stocks, bonds, and securities), unit trusts, mutual funds, foreign exchange, and bureau de change; provided, however, that you may use the Service in connection with financial services related solely and exclusively to taxation, brokerage fees, leasing merchants, mortgage payments, condo down payments and financial advisor fees;

(23) Use the Service to sell future services from merchants that provide investment on future maturity goods/services (greater than four (4) months for delivery) with an intention of gaining return on investment (e.g., wines/spirits or timber investment); provided, however, that you may use the Service in connection with future services related solely and exclusively to travel, membership services (e.g., magazine subscriptions), ticket sales to future events or real estate deposits;

(24) Use the Service in connection with transactions involving wholesale currency (discounted currencies or currency exchanges, etc.), traveler's checks, money orders or check cashing;

(25) Use the Service to sell items that otherwise violate this Agreement; and/or

(26) Use the Service in connection with other activities of which we notify you.
If you breach this Section 11.a or permit others to do so or conduct (or attempt to conduct) any transactions that we believe are not permitted by this Agreement (such as one of the activities set forth above) or Applicable Law, we may, at our sole discretion and without waiving any of our rights, freeze, close, cancel, suspend, or limit your use of your Account (including your Goals), Subaccount, card, Subaccount card and/or your access to the Service.

b. Required Licenses.
There may be restrictions on, or licenses required for, the sale or purchase of certain goods and services. For example if you are in the business of purchasing jewels, precious stones and metals, you may be required to have a license to do so. It is your responsibility to ensure that you are properly licensed to sell or purchase the good or service being sold or purchased using the Service and that you comply with any restrictions relating to such sale or purchase.

c. Negative Balance.
You do not have the right to make transactions in amounts that exceed the Available Funds balance that is in your Account.

If, for any reason, a transaction is processed for more than the Available Funds in your Account, you are liable for that entire amount and agree to pay such negative balance to us immediately on demand. We reserve the right to automatically debit such negative balance from any linked Payment Funding Source.

12. Your Liability.

a. Returned or Reversed Payments, Loads and/or Chargebacks.
You are responsible for all returned or reversed payments, Chargebacks, claims, fines, penalties and other liability incurred by us, any other User(s), or a third party (including sellers and your wireless service provider) caused by or arising out of your breach of this Agreement and/or your use of the Service. You agree to reimburse us, our Affiliates, our third-party service providers and any other User(s) for any and all such liability.

You acknowledge that Users may have Dispute rights pursuant to card association and network rules or otherwise, and we have the right (but not the obligation) to pass any applicable Chargebacks to you.

We also have Chargeback rights if (i) a User questions, makes a claim or complaint about the amount that he or she agreed to pay when using the Service to purchase goods or services from you ("Disputed Amount") or has rights under law or contract to withhold payments; (ii) a User denies making or authorizing the amount that he or she agreed to pay when using the Service to purchase goods or services from you; (iii) we believe that the payment transactions is invalid, involves misconduct or fraud (such as fraudulent use of a payment instrument), or otherwise violates Applicable Law or this Agreement; (iv) if you do not comply with this Agreement; or (v) as provided elsewhere in this Agreement.

We will not be liable for actual or alleged fraudulent transactions over the Internet and we will have the right to Chargeback for those transactions. Additionally, if a Disputed Amount arises involving a transaction that is an Internet Electronic Delivery Transaction, we may Chargeback for the full amount of the transaction.

You are solely responsible for all Disputes and for all returned or reversed payments, Chargebacks and claims related to payment transactions. If a payment you receive in your Account or Sub Account or a load of funds added to your Account or Subaccount is subject to a claim, Dispute, reversal, or Chargeback or is otherwise returned in any manner for any reason whatsoever, you agree that we may, in our sole discretion, conduct an inquiry into the transaction, and you agree to cooperate with us and to submit any information we may reasonably request to the extent permitted by Applicable Law.

If we determine in our sole discretion that the subject transaction is to be properly reversed we may Chargeback, we may reverse the payment or deduct, withhold, recoup from or offset it against our payments to you (or debit your Account or as applicable,

Subaccount) or we may notify you of your obligation to pay us, which you must do promptly and fully. In addition, you agree that we may immediately remove such amounts from the balance in your Account or Subaccount.

If you have insufficient funds in your Account or Subaccount, your Account will have a negative balance, and you will be required to immediately add funds to your Account to eliminate such negative balance. We may also engage in other efforts to recover such amounts from you, such as collecting the amount of your negative balance (along with any applicable fees) from any one or more of your linked Payment Funding Sources or Goals. We will not refund any applicable fee set forth in Section 10, or any other fees or assessments.

b. Taxes.
As a result of new IRS rules, TRS may be required to report to the IRS and to you on Form 1099K the gross amount paid to you and received into your Account and, as applicable, Subaccount(s). In order to carry out this required reporting, TRS will require your correct legal name and correct and valid Taxpayer Identification Number (usually your Social Security Number or Employer Identification Number) and, in some cases, a valid and complete Form W-9. Where you do not supply correct information, the IRS notifies us that it does match its records, or as otherwise required by Applicable Law, we will be required to back up withhold 28% of gross payments made to your Account. It is your responsibility to determine what, if any, taxes apply to the payments you make or receive and amounts you need to collect, report, or remit to the appropriate tax authority.

13. Erroneous Transactions or Questions About Transactions.
IF YOUR CARD OR SUBACCOUNT CARD IS LOST OR STOLEN, NOTIFY US AT ONCE.

Contact us via the methods described in Section 19.a as soon as you can if you think your periodic statement or receipt/transaction confirmation is incorrect or if you need more information about a transaction listed on a statement or receipt. We must hear from you no later than sixty (60) days after we made available the FIRST statement (online at the Serve Site) on which the problem or error appeared. When notifying us, you must: (a) tell us your name and Account (or Goals) or, if applicable, Subaccount number; (b) describe the error or the transaction you are unsure about and explain why you believe it is an error or why you need more information; and (c) tell us the dollar amount of the suspected error.

If you contact us by phone, 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, however, we need more time, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Account within ten (10) business days for the amount you think is in error so that you will have the use of the funds during the time it takes us to complete the investigation. If we ask you to

submit your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your Account during the time it takes us to complete the investigation. For errors involving new accounts, point-of sale, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or questions. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error. We will tell you the results of our investigation within three (3) business days after completion, and we will correct any error promptly. If we decide that no error occurred, we will send you a written explanation. You may request copies of the documents that we used in our investigation.

If we initiate a transfer from your Bank Account to cover a transaction with your Serve card or Account, then this paragraph and the next paragraph applies to such transactions. ALL QUESTIONS ABOUT SUCH TRANSACTIONS MADE WITH YOUR CARD OR ACCOUNT INVOLVING TRANSFERS FROM YOUR BANK ACCOUNT TO FUND YOUR ACCOUNT MUST BE DIRECTED TO US AND NOT TO THE BANK OR OTHER FINANCIAL INSTITUTION WHERE YOU HAVE YOUR BANK ACCOUNT; for such transactions, we are responsible for the Service and for resolving any errors involving transactions made with your card or Account.

Serve transactions involving debits or credits to your Bank Account will appear on the statements issued by your bank. SAVE THE RECEIPTS YOU ARE GIVEN WHEN YOU USE YOUR SERVE CARD OR ACCOUNT, AND CHECK THEM AGAINST THE ACCOUNT STATEMENT YOU RECEIVE FROM YOUR BANK OR OTHER FINANCIAL INSTITUTION. If you have any questions about a transaction made with your Serve card or account that involves a transfer from your bank account, call Customer Service or write us at Serve Customer Care, P.O. Box 826, Fortson, GA 31808.

14. Unauthorized Transactions.
Serve provides all of the protections against unauthorized transactions, including all of the limitations on potential liability, that are required to be provided to holders of debit cards tied to checking accounts by applicable federal law, including Regulation E.

Tell us AT ONCE if you believe someone has transferred or may transfer funds from your Account or Subaccount without your permission or if you believe your card or Subaccount card has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your Account or, where applicable, Subaccount (an "Unauthorized Transaction”). Telephoning us at 1-800-954-0559 is the best way of keeping your possible losses down, but you may also contact us via the other methods set forth in Section 19.a.

You may be liable for unauthorized use of your Account or Subaccount. You will not be liable for unauthorized use that occurs after you notify us, orally or in writing, of the loss, theft, or possible unauthorized use. If you tell us within two (2) business days after you learn of the loss or theft of your card, you can lose no more than fifty dollars ($50) if someone used your Account or Subaccount without your permission. If you do NOT tell

us within two (2) business days after you learn of the unauthorized use, and we can establish we could have stopped someone from using your Account or Subaccount without your permission if you had told us within such time period, you could lose as much as five hundred dollars ($500). If you are a California resident you will not be liable for the $500 amount described above for unauthorized use of your card or Subaccount card in any event. If you are a New York resident, your liability for unauthorized use of your card or Subaccount card will not exceed $50.

Also, if your periodic statement lists transactions you did not make, tell us at once. If you do not tell us within sixty (60) days after the statement is made available to you, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us within such period.

If you cannot notify us within the time periods set forth above due to a good reason (such as a long trip or a hospital stay or you first contacted your bank that holds a Payment Funding Source to inquire as to a possible erroneous or Unauthorized Transaction), we will extend the time specified above for a reasonable period.

15. Our Rights & Liabilities.

a. Transaction Limits.
Based upon our review of your Account and the information you have provided us or we have otherwise obtained, we will set transaction limits for your use of your Account (including your Goals) and any Subaccount. These limits can be changed at any time by us in our discretion, with or without notice to you, EXCEPT AS REQUIRED BY APPLICABLE LAW.

As a security measure for you and us, we may also decline authorizations for certain transactions when we believe your Account (including your Goals), Subaccount, card or Subaccount card may have been compromised, the transaction is not consistent with your purchasing patterns, or you do not have Available Funds.

We may also prohibit certain types of transactions where we believe fraud or misuse risk is higher.

b. Requests for Funds Transfers.
Users may send messages to transfer funds to, or request a funds transfer from, other individuals. Individuals receiving these requests are not obligated to accept or respond to a request, and we make no representation that any such requested transfer funds will occur or that it will be seen by, or responded to by, the other individual. You agree that we will not be liable for damages in connection with any failure of an individual to send funds in response to such a request, and have no obligation to review any such request or similar message.

c. Liability for Failure to Make Transfers.
If we do not complete a transaction to or from your Account (including your Goals) or, as applicable, Subaccount on time or in the correct amount in accordance with this Agreement, we will be liable for your losses or damages, subject to certain exceptions. We will not be liable, for instance, if: (a) through no fault of ours, you do not have enough Available Funds in your Account to complete a transaction; (b) our computer systems or other electronic terminal where you are making a transaction does not operate properly and you knew about the failure when you started the transaction; (c) an ATM where you are making a cash withdrawal does not have enough cash; (d) an ATM or a merchant refuses to honor a transaction using your Account, Subaccount, card or Subaccount card; (e) your wireless service provider refuses the transaction; (f) access to your Account (including your Goals) or Subaccount has been blocked after you reported your card or Subaccount card lost or stolen; (g) there is a hold on the funds in your Account (including your Goals) or Subaccount or the funds in your Account (including your Goals) or Subaccount are subject to any legal process or other encumbrance restricting their use; (h) we have reason to believe the requested transaction or withdrawal is unauthorized; (i) circumstances beyond our control (such as fire, flood, terrorist attack, or national emergency) prevent the transaction, despite reasonable precautions that we have taken; (j) the transaction would violate the terms and conditions of this Agreement; or (k) there are other exceptions stated in this Agreement with you.

d. Suspension of Use; Cancellation; Closure.
We, in our sole discretion, may limit your use of, suspend or terminate your privileges with respect to your Account (including your Goals), Subaccount, card and/or Subaccount card with or without cause or notice, other than any notice required by Applicable Law, including in the event (i) you do not add funds to or otherwise use your Account and/or card for extended periods, or there are no funds remaining in your Account (including your Goals) for extended periods, or (ii) we believe there has been a breach in security or there has been unauthorized activity involving your Account or you have engaged in activity that is fraudulent or inappropriate (e.g., manufacture activity that is inconsistent with the intended use of the Account) or that violates the terms of this User Agreement. Closure of your Account will prohibit your access to the Service.

If we decide to close or suspend use of your Account or Subaccount (which closure will result in termination of your privileges with respect to the associated card and/or Subaccount card), we will send an email to the primary email address we have in our records for you. Upon closure of your Account and/or Subaccount (and termination of your privileges with respect to the associated card and/or Subaccount card), you must immediately discontinue use of your Account and/or Subaccount and associated card and/or Subaccount card, as applicable. Our closure of your Account and/or Subaccount (and termination of your privileges with respect to the associated card and/or Subaccount card) will not affect your obligations under this Agreement.

In the event we determine to close your Account for the reason that you have neither Added Funds to nor otherwise used your Account for 12 months or more and the

balance of your account is $9.99 or less, we may return any remaining balance to you in the form of an American Express eGift Card. Terms and conditions apply to American Express eGift Cards and can be reviewed at https://www.amexgiftcard.com/card-agreements

16. Disclaimer of Warranties; Limitation of Liability.
TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW , WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU REGARDING THE SERVICE, THE SERVE SITE, THE PLATFORM, ACCOUNTS (INCLUDING A RESERVE), SUB-ACCOUNTS, CARDS, SUB-ACCOUNT CARDS, ANY FEATURE THEREOF, OR ANY SUBJECT MATTER COVERED BY THE SUBSTANCE OF THIS AGREEMENT , WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT OF INTELLECTUAL PROPERTY RIGHTS . WE MAKE NO WARRANTIES OR REPRESENTATIONS THAT THE SERVICE OR THE SERVE SITE WILL MEET YOUR REQUIREMENTS OR THAT OPERATION OR USE OF THE SERVICE OR THE SERVE SITE WILL BE UNINTERRUPTED OR ERROR-FREE. WE WILL NOT BE RESPONSIBLE FOR ANY SERVICE INTERRUPTIONS, INCLUDING, BUT NOT LIMITED TO, POWER OUTAGES, SYSTEM FAILURES OR OTHER INTERRUPTIONS THAT MAY AFFECT THE RECEIPT, PROCESSING, ACCEPTANCE, COMPLETION OR SETTLEMENT OF TRANSACTIONS OR USE OF THE SERVICE OR THE SERVE SITE. YOU MAY HAVE OTHER WARRANTY RIGHTS, WHICH MAY VARY FROM STATE TO STATE AND COUNTRY TO COUNTRY.

IN NO EVENT SHALL WE BE LIABLE FOR ANY CLAIMS OR DAMAGES IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, WHETHER CAUSED BY NEGLIGENCE ON THE PART OF OUR EMPLOYEES, SUPPLIERS OR AGENTS OR OTHERWISE, BEYOND THE SUM OF $500 IN THE AGGREGATE . NOTWITHSTANDING ANY OTHER PROVISION IN THIS AGREEMENT, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW AND REGARDLESS OF WHETHER ANY REMEDY SET FORTH HEREIN FAILS OF ITS ESSENTIAL PURPOSE , IN NO EVENT SHALL WE OR ANY OF OUR DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, OR REPRESENTATIVES BE LIABLE FOR ANY (i) COSTS OF PROCUREMENT OF SUBSTITUTE OR REPLACEMENT GOODS AND SERVICES, LOSS OF PROFITS, LOSS OF USE, LOSS OF OR CORRUPTION TO DATA, BUSINESS INTERRUPTION, LOSS OF PRODUCTION, LOSS OF REVENUES, LOSS OF CONTRACTS, LOSS OF GOODWILL, OR ANTICIPATED SAVINGS OR WASTED MANAGEMENT AND STAFF TIME; OR (ii) INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES OF ANY KIND, IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT, WHETHER ARISING DIRECTLY OR INDIRECTLY,EVEN IF WE OR ANY OF OUR DIRECT OR INDIRECT SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, OR REPRESENTATIVES HAVE BEEN ADVISED SUCH DAMAGES MIGHT OCCUR .

NOTHING IN THIS AGREEMENT SHALL OPERATE SO AS TO EXCLUDE OR LIMIT OUR LIABILITY FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED OR LIMITED BY APPLICABLE LAW. The laws of certain states or other jurisdictions do not allow the exclusion or limitation of certain damages. If these laws apply, some or all of the above exclusions, or limitations may not apply to you, and you may have rights in addition to those contained in this Agreement.

THE DISCLAIMERS AND LIMITATIONS SET FORTH ABOVE WILL APPLY REGARDLESS OF WHETHER OR NOT YOU ACCEPT OR USE THE SERVICE OR THE SERVE SITE.

17. Transaction History, Notices & Communications.

a. Periodic Statements.
Periodic statements will be made available to you electronically on a monthly basis at no charge. Electronic statements will be available for twenty-four (24) months from when we make the statement first available to you for viewing. You can also view transactions at any time online at no charge when you log into your Account or Subaccount, as applicable. If your Account or Subaccount is closed, you will not be able to log in and view statements and must telephone us at the number listed in Section 19.a. If you would like to receive a paper copy of your electronic statement, you may write to us or call Customer Service. Subject to Applicable Law, you may be charged a fee for each paper copy you request.

Account transaction history is available for the prior thirty (30) days while your Account is open.

Subject to Applicable Law, we will retain transaction records for up to five (5) years from the date of the transaction.

b. Notices.
By registering for the Service and accepting the terms and conditions of this Agreement, you consent to receive notices and information (including legally-required notices and information which you may otherwise have the right to receive in paper form, except as otherwise specified in this Agreement and our E-Communications Disclosure) via email to the primary email address we have in our records for you and, if you have opted in on to receive the SMS Service, via text messages regarding the Service and your Account or, as applicable, Subaccount, as well as the transfer of funds to and from your Account or, as applicable, Subaccount. All notices and information sent to you via email and/or text message (where you have opted in to receive the SMS Service) will be deemed to be in writing and received by you when sent to you. You can manage your preferences for receiving messages from us by logging into your Account or, as applicable, Subaccount, via your Account Profile on the Serve Site.

c. Text Messages.
In order to communicate with us via text or receive text messages from us, you must opt in to the applicable SMS Service on the Serve Site and specifically grant us permission to communicate with you via text message communications. See Section 6.b for more details.

d. Telephone Monitoring/Recording.
From time to time, we may monitor and/or record telephone calls between you and us to ensure the quality of our customer service or as required by Applicable Law.

18. Confidentiality and Disclosure of Information.
We will disclose information to third parties about your Account (including your Goals), Subaccount, card, Subaccount card transactions: (i) where it is necessary for completing transactions; (ii) in order to verify the existence and condition of your Account or Subaccount for ourselves or for a third party, such as a credit bureau or merchant; (iii) in order to verify your identity or any accounts you hold (including wireless service accounts); (iv) in order to comply with government agency or court orders; (iv) if you give us your written permission; or (v) in accordance with our Privacy Notice and Privacy Statement, which can be found on the Serve Site. We may disclose your first name, last name and email address to the individual or User that you are seeking to transact with or are transacting with via Serve (e.g., if you initiate a Request Money transaction, we will share your first and last name and email address with the individual or User you are requesting the money from). We may also show your name in that User's transaction history.

Additionally, we may share your address and contact information with a merchant from whom you purchased goods/services using the Service to allow the merchant to process your order and perform any related customer service function.

19. Miscellaneous.

a. Contact Information.
You may contact us by calling Serve Customer Service at 1-800-954-0559 or writing to us at Serve Customer Care, P.O. Box 826, Fortson, GA 31808.

b. Transactions Made in Foreign Currencies.
Where permitted, if you use your card or Subaccount card to make a purchase at an establishment in a currency other than U.S. dollars, the transactions will be converted to U.S. dollars and you will also be charged a foreign currency conversion fee on the total U.S. dollar amount of your transaction as noted in Section 10. The exchange or currency conversion rate between the transaction currency and the billing currency will be either (i) a rate selected by us from the range of rates available in wholesale currency markets for the applicable central processing date or (ii) the government-mandated rate in effect for the applicable central processing date. The exchange or currency conversion rate on the transaction processing date may differ from the rate in effect at the time of the transaction or the date the transaction is posted to your Account

or Subaccount. You agree to accept the converted amount in U.S. dollars. Please note international access is not available to Accountholders residing in Vermont.

c. Business Days.
For purposes of this Agreement, business days are Monday through Friday, other than federal banking holidays.

d. Change of Address.
Tell us immediately if your U.S. mail or postal address changes or if your email address changes. If you do not notify us about an address change, information regarding your Account or Subaccount may be mailed or emailed to the wrong person. Any notice we send to you shall be deemed delivered three (3) business days after mailing it to you at the last U.S. mail or postal address you provided for your Account or Subaccount or one (1) business day after emailing it to you at the last primary email address you provided for your Account or Subaccount. You agree we may accept changes of mail or postal address from the U.S. Postal Service.

e. Unclaimed Property.
If your Account or Subaccount becomes inactive, we may be legally required to report the balance in your Account or Subaccount as unclaimed property and forward the unclaimed funds to a state in accordance with Applicable Law. The specified period of time to report and send such funds in an inactive Account or Subaccount to a state vary by state, but usually range between two (2) and five (5) years.

f. Attorneys' Fees and Costs.
Except as may be provided in Section 20, you agree to pay all costs incurred by us or our successors or assigns in collecting unpaid indebtedness or in enforcing this Agreement, including attorneys' fees and costs, as well as those costs, expenses and attorneys' fees incurred in appellate, bankruptcy, and post-judgment proceedings, except to the extent such costs, fees, or expenses are prohibited by Applicable Law.

g. Governing Law.
This Agreement, the Service, and your Account (including your Goals), Subaccount, card, and Subaccount card and any claim, Dispute or controversy arising from or relating to this Agreement, the Service, or your Account, Subaccount, card or Subaccount card are governed by and construed in accordance with the laws of the State of New York (without regard to its conflict of laws rules) and applicable federal law. The legality, enforceability, and interpretation of this Agreement and the amounts contracted for, charged, and received under this Agreement will be governed by such laws. This Agreement is entered into between you and us in New York.

h. Waiver.
To the extent permitted by Applicable Law, you waive and release us from all defenses, rights, and claims you have or may have against us arising from or relating to this Agreement, the Service, or your Account, Subaccount, card or Subaccount card or any use thereof.

i. Delay of Rights.
We can waive or delay enforcement of any of our rights under this Agreement without losing them.

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

k. Non-Assignability.
You may not assign or transfer this Agreement or any of your rights, obligations, duties, responsibilities, or liabilities under this Agreement without our prior written consent, and any attempt to the contrary without our prior written consent shall be null and void. This Agreement shall be binding on you and your respective executors, administrators, and permitted assigns. We may assign this Agreement, including our rights and obligations under it, to a third party at any time without notice to you.

l. Severability.
If any provision of this Agreement is determined to be invalid or unenforceable under any Applicable Law, the validity or enforceability of any other provision of this Agreement shall not be affected, and, in lieu of such invalid or unenforceable provision, there shall be added automatically, as part of this Agreement, a provision as similar in terms as may be valid and enforceable, if possible.

m. Entire Agreement.
This Agreement (including all agreements and policies referenced in this Agreement) sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to the subject matter hereof and supersedes any prior or contemporaneous understandings or agreements with respect to such subject matter.

n. Survival.
Sections 1, 12, 15, 16, 17, 18, 19, 20 and 21 will survive: (i) if your Account (including your Goals) and/or Subaccount is closed; (ii) the bankruptcy of any party; and (iii) any permitted transfer, sale or assignment of this Agreement, if any.

20. Serve Cash Back Program
If you have an American Express Serve Cash Back card (“card”) you are automatically enrolled in the Cash Back Program and you are immediately eligible to earn cash back on certain purchases made with your card (“Serve Cash Back” or “Cash Back”). IMPORTANT: YOU CANNOT REDEEM OR ACCESS THE CASH BACK YOU EARN WITH YOUR SERVE CASH BACK CARD UNTIL YOU SUCCESSFULLY REGISTER FOR A SERVE CASH BACK ACCOUNT, VERIFY YOUR EMAIL ADDRESS AND ACTIVATE YOUR PERSONALIZED SERVE CASH BACK CARD. The Cash Back Program enables you to earn one percent (1%) in Cash Back on each purchase of fifty cents ($0.50) or more, rounded to the nearest dollar, made with your

card and apply the Cash Back to future purchases made with your Serve Cash Back card. Rounding means that you will not earn a fraction of a penny in Cash Back. For example, a purchase of $1.00-$1.49 would be rounded to $1.00 and purchase of $1.50-$1.99 will be rounded to $2.00. Subaccounts are not eligible. ATM transactions, fees and Serve Online Bill Pay are not purchases and do not earn Cash Back. Returns, reversals, cancellation or disputes involving a purchase will result in your Cash Back for that transaction being reversed. Cash Back will normally be applied to your Account promptly after your purchase transaction settles but could take up to sixty (60) days. In addition, purchases may fall outside of the actual date you made your purchase if there is a delay in the merchant submitting such transaction to us. We have no control over the merchant's submission of transactions and will not credit purchases with Cash Back on any date other than the date of the merchant submission.

Although you will begin to accrue Cash Back immediately in your earned Cash Back balance with each purchase made with your card as it is submitted to us by the applicable merchant ("Earned Cash Back Balance"), the Earned Cash Back Balance will only become available for your redemption/use provided you have successfully registered for a Serve Cash Back Account, activated your personalized Serve Cash Back card, verified your email address with us and your Account is in good standing. When you have Earned Cash Back and meet the requirements stated above, your Earned Cash Back is then eligible for transfer into your redeemed Cash Back balance where the Cash Back can be redeemed ("Redeemed Cash Back Balance"). If you conduct a transfer of Cash Back from your Earned to your Redeemed Cash Back Balance, you must transfer your entire Earned Cash Back Balance. Under no circumstances may you transfer only a portion or certain amount of your Earned Cash Back Balance.

Once your Earned Cash Back Balance is transferred into your Redeemed Cash Back Balance, the Cash Back transferred can only be used and applied to future spend with your card for in store purchases at the point of sale or for online merchant purchase transactions conducted with your card ("Cash Back Purchase"). Cash Back cannot be used to conduct ATM transactions, online bill pay, withdrawn, transferred or redeemed for any other purpose other than as specifically outlined herein. Under no circumstances can you "cash out" any Cash Back and Cash Back may not be sold, transferred or assigned. Earned Cash Back that you transfer into your Redeemed Cash Back Balance will automatically apply to your Cash Back Purchase transactions until your Redeemed Cash Back Balance is depleted. Cash Back will continue to accrue in your Earned Cash Back Balance in your Cash Back Account and will not be applied to Cash Back Purchases until you make a transfer of your Earned Cash Back to your Redeemed Cash Back Balance.

Any Cash Back earned but not redeemed shall continue to be available for your use, provided that you remain an Accountholder in good standing. If you receive Cash Back and we later discover that you did not have a purchase for that Cash Back or that you manufactured spend through your own use or by permitting others to transact on your card or Account, you may forfeit future Cash Back earnings, or we may apply future

Cash Back or any Cash Back not yet redeemed until enough Cash Back rewards are accrued to cover it. The Cash Back Program and the Serve Cash Back card are designed for consumer spend only and may not be manipulated or converted into a commercial spend or financial transaction instrument. In addition, if you make a purchase and your Account is credited with Cash Back or Cash Back is used to make a Cash Back Purchase, any later return, reversal, cancellation or dispute involving any part of the purchase or Eligible Cash Back Purchase will result in your Earned Cash Back Balance and/or Redeemed Cash Back Balance being reversed, debited or cancelled (in whole or part) to reflect that portion of the purchase which has been returned, reversed, cancelled or disputed and may cause your Earned or Redeemed Cash Back Balance(s) to go negative. We may also take any other action we deem appropriate.

Any Cash Back that you earn while using a Serve Cash Back Temporary card that you purchase may be transferred to your Earned Cash Back Balance of your Account following your registration for your Serve Cash Back Account, activation of your Serve Cash Back card and verification of your email address associated with your Serve Cash Back Account. Other American Express Serve cards as well as any subaccounts are not eligible for Serve Cash Back as described in this Section.

Cash Back does not expire but if your Serve Cash Back card and/or Serve Cash Back Account is closed or terminated for any reason whatsoever, all Cash Back will be forfeited. In certain cases we may reinstate your Cash Back balance if you re-open your Account within thirty (30) days of a voluntary closure.

We reserve the right to suspend or prohibit your ability to earn, use or redeem the Cash Back referenced above or suspend or close your card or Account in the event you (i) violate any of the Cash Back Program terms and conditions, (ii) act in a manner inconsistent with applicable laws, regulations, ordinances, (iii) engage in any misconduct or wrongdoing in connection with the American Express Serve product or the Cash Back feature(s) or promotion(s), (iv) structure purchases or conduct transactions with your card or Account to manufacture spend, (v) conduct purchases other than those which are for personal or household use (ex. commercial purchases), (vi) engage in any activity which would jeopardize the Program or its intended use, or (vii) engage in any fraudulent or inappropriate acts, including by attempting to defraud American Express Serve into providing Cash Back. Any Cash Back credited to an Account in violation of this Agreement or the Cash Back Program terms and conditions may be revoked by us in our sole discretion.

21. Agreement to Arbitrate Disputes.

This Section 21 sets forth the circumstances and procedures under which Claims (defined below) that arise between you and us will be resolved through binding arbitration. This means that neither you nor we will have the right to litigate that Claim in court or have a jury trial on that Claim. Other rights that you would have in court also may not be available or may be limited in arbitration, including your right to appeal and your ability to participate in a class action. Nothing in this provision precludes you from

filing and pursuing your individual Claim in a small claims court in your state or municipality, so long as that Claim is pending only in that court.

a. Definitions.
As used in this Section 21, the term "Claim" shall mean and include any claim, Dispute or controversy of every kind and nature, whether based in law or equity, between you and us arising from or relating to this Agreement, as well as any related or prior agreement that you may have had with us or the relationships resulting from any of the above agreements ("Agreements"), including the validity, enforceability or scope of this Section 21 or the Agreements. "Claim" also includes claims by or against any third party using or providing any product, service or benefit in connection with the card or Subaccount card (including, but not limited to, third parties who accept the card or Subaccount card, third parties who use, provide or participate in programs accessed with the card or Subaccount card, enrollment services and rewards programs, debt collectors and all of their agents, employees, directors and representatives) if and only if, such third party is named as a co-party with you or us (or files a Claim with or against you or us) in connection with a Claim asserted by you or us against the other. As used in this Section 21, "you" and "us" also includes any corporate parent, or wholly or majority owned subsidiaries, affiliates, any licensees, predecessors, successors, assigns, any purchaser of any accounts, all agents, employees, directors and representatives of any of the foregoing, and any third party using or providing any product, service or benefit in connection with the card or Subaccount card.

b. Initiation of Arbitration Proceeding/Selection of Administrator.
Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Section 21 and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed (the "Code"), except to the extent the Code conflicts with this Agreement. Claims shall be referred to either JAMS ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of either of these organizations is unacceptable to you, you shall have the right within thirty (30) days after you receive notice of our election to select the other organization listed to serve as arbitration administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact JAMS at 1920 Main Street, Suite 300, Irvine, CA 92614; www.jamsadr.com, and/or AAA at 335 Madison Avenue, New York, NY 10017, www.adr.org. In addition to the arbitration organizations listed above, Claims may be referred to any other arbitration organization that is mutually agreed upon in writing by you and us, or to an arbitration organization or arbitrator(s) appointed pursuant to section 5 of the Federal Arbitration Act, 9 U.S.C. sections 1-16, provided that any such arbitration organization and arbitrator(s) will enforce the terms of the Restrictions on Arbitration provision set forth below.

c. Class Action Waiver and Other Restrictions.
Arbitration shall proceed solely on an individual basis without the right for any Claims to be arbitrated on a class action basis or on bases involving claims brought in a purported representative capacity on behalf of others. The arbitrator's authority to resolve and

make written awards is limited to Claims between you and us alone. Claims may not be joined or consolidated unless agreed to in writing by all parties. No arbitration award or decision will have any preclusive effect as to issues or claims in any Dispute with anyone who is not a named party to the arbitration. Notwithstanding any other provision in this Agreement (including the "Continuation" provision below), and without waiving either party's right of appeal, if any portion of this "Class Action Waiver and Other Restrictions" provision is deemed invalid or unenforceable, then the entire Section 21 (other than this sentence) shall not apply.

d. Arbitration Procedures
This Section 21 is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended ("FAA"), and the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law. Federal or state rules of civil procedure or evidence shall not apply. Written requests to expand the scope of discovery rest within the arbitrator's sole discretion and shall be determined pursuant to the applicable Code. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the written arbitral award may be entered in any court having jurisdiction. Subject to the right of appeal under the FAA, the arbitrator's written decision will be final and binding unless you or we take an appeal from the award by making a dated, written request to the arbitration organization within thirty (30) days from the date of entry of the written arbitral award. A three-arbitrator panel administered by the same arbitration organization shall consider anew any aspect of the award objected to by the appellant, conduct an arbitration pursuant to its Code and issue its decision within one hundred and twenty (120) days of the date of the appellant's written notice. The panel's majority vote decision shall be final and binding.

e. Location of Arbitration/Payment of Fees.
The arbitration shall take place in the federal judicial district of your residence. Irrespective of who prevails in arbitration, you will only be responsible for paying your share, if any, of the arbitration fees required by the applicable Code, which amount shall not exceed the filing fees you would have incurred if the Claim had been brought in the appropriate state or federal court closest to your residence. We will pay the remainder of any arbitration fees. At your written request, we will consider in good faith making a temporary advance of all or part of your share of the arbitration fees. Waivers also may be available from the JAMS or AAA.

f. Continuation
This Section 21 shall survive termination of this Agreement, your Account, Subaccount or the relationship between you and us concerning your Account or Subaccount, any permitted transfer, sale, or assignment of your Account or Subaccount, or any amounts owed on your Account or Subaccount, to any other person or entity as well as voluntary payment in full of any shortages, any debt collection proceeding by or between you and us, and any bankruptcy by you or us. If any portion of this Section 21, except the "Class Action Waiver and Other Restrictions" provision above, is deemed invalid or

unenforceable for any reason, it shall not invalidate the remaining portions of this Arbitration Provision, this Agreement or any predecessor agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

22. Definitions.
For purposes of this Agreement, the following defined terms shall have the meanings set forth below:

a. "**Account**" means an account established in connection with the Service.

b. "**Accountholder**" means the individual who registered for and established an Account.

c. "**Affiliate**" means a person or entity that directly or indirectly controls, is controlled by, or is under common control with us, including our subsidiaries.

d. "**Applicable Law**" means all applicable local, state, federal, and foreign laws, regulations, ordinances, and statutes, as well as any applicable rules, policies, and procedures established by the National Automated Clearinghouse Association or any applicable electronic payment network or card association or network.

e. "**ATM**" means automated teller machine.

f. "**Authorized User"** means you and any other person whom you have authorized to use or access your Account or card, including, as applicable, any Subaccount User or Subaccount card User.

g. "**Card**" means any card, account number, barcode, digital representation, or other access device issued by us to you for the purpose of conducting transactions on your Account through the Service, including any card that is co-branded with the Serve logo and that of another entity.

h. "**Charge**" means a purchase or a payment made with a card.

i. "**Chargeback**" when used as a verb, means our reimbursement from you for the amount of a Charge subject to such right or the reversal of a Charge for which we have not paid you; when used as a noun, means the amount of a Charge subject to reimbursement from you.

j. "**Dispute**" means a Charge or transaction about which a claim, complaint, or question has been brought.

k. "I**nternet Electronic Delivery Transaction**" means a transaction which occurs when goods or services are ordered online and electronically delivered online (e.g., images or software downloads, virtual goods).

l. “**Payment Funding Source**” shall have the meaning set forth in Section 5.b.

m. “**Goals**” has the meaning set forth in Section 8.b.

n. “**Serve Mobile Application**” means the software application we provide that may be downloadable to any one or more of your mobile devices (e.g., wireless telephones, tablets and smart phones).

o. “**Serve Site**” means the Serve website, currently located at www.serve.com.

p. “**Service**” means the service provided by us which, among other things, facilitates the ability to make payments and transfer funds online and offline using electronic payment networks, allows Users to open, fund and manage stored-value accounts, and includes a Goals, any widgets, applications, payment features and other mechanisms we now or in the future may provide and you may use to conduct such payments and transfers.

q. “**Subaccount card**” means any card, account number, barcode, digital representation, or other access device issued by us for the purpose of conducting transactions through a Subaccount.

r. “**Subaccount User**” means any person authorized to use a Subaccount.

s. “**TRS**” or “**AXP**” means American Express Travel Related Services Company, Inc.

t. “**Mail a Check**” has the meaning set forth in Section 3 h.

u. “**User**” means any person authorized to use the Service.

v. “**we**,” “**us**,” and “**our**” refers to American Express Travel Related Services Company, Inc. and where applicable, its successors, assigns or service providers.

w. “**you**” and “**your**” mean the individual who opens the Account or is authorized to use the Account, card, or where applicable Subaccount or Subaccount card.

23. Additional Plans and Services.
As a cardmember you can enjoy retail and travel benefits such as Roadside Assistance*, Purchase Protection♦, and Emergency Assistance** coverage. Please note that, as a holder of the card, you are a “cardmember” for purposes of the Purchase Protection♦ Description of Coverage.

a. ROADSIDE ASSISTANCE
* Roadside Assistance is a 24-hour dispatch hotline that can send a tow operator or locksmith to assist in an emergency situation. While Roadside Assistance is available at no additional charge, the card Member will be charged for any services or goods provided. Tow operator or locksmith can provide the following services: towing, winching, jump starts, flat tire change when card Member has a workable spare, lockout service when key is in vehicle and delivery of up to 2 gallons of fuel. Services are

available when traveling within the 50 United States, the District of Columbia, Canada, Puerto Rico and the U.S. Virgin Islands and only when card Member is present with the eligible vehicle. This product does not cover some vehicles, e.g. rental vehicles, motorcycles, taxicabs, unlicensed vehicles, tractors and trucks over 10,000 lbs gross vehicle weight. Other important exclusions apply. We may be unable to provide you with coordination and assistance services in case of inclement weather or on roadways which restrict access to certain service providers. Lockout service may be unavailable for vehicles with transponder keys. Subject to additional important terms, conditions and exclusions. For full Terms and Conditions, call 866-384-2790 or click here.

b. PURCHASE PROTECTION

♦ Purchase Protection is underwritten by Virginia Surety Company, Inc., 175 West Jackson Blvd., Chicago, IL 60604. Coverage is determined by the terms, conditions, and exclusions of the Policies applicable to your card and is subject to change with notice. This document does not supplement or replace the Policy. Shipping and handling costs for the purchase will not be refunded. Certain purchases are not covered, e.g. items lost by Card Member, consumable and perishable items, motorized vehicles and their parts or accessories, or normal wear and tear. Other important exclusions apply. You will only be reimbursed for the amount charged to your eligible card; coverage is limited up to $1,000 per occurrence; not to exceed $50,000 per Card Member account per calendar year. You may be required to send the purchased item to us, in which case we will reimburse you for that shipping cost. This product provides secondary coverage. This means it pays eligible benefits not paid by any primary insurance that you have. For full Terms and Conditions, click here.

c. EMERGENCY ASSISTANCE

** While Emergency Assistance coordination and assistance services are offered at no additional charge from American Express, card Members are responsible for the costs charged by third-party service providers. For full Terms and Conditions, click here.

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