

B4B PAYMENTS CORPORATE CARD

TERMS AND CONDITIONS OF USE

1 ABOUT THESE TERMS AND US

- 1.1 These terms and conditions ('Terms') apply to your use of this Card and any associated services and form a legal agreement between you and us. By using your Card, you are demonstrating your agreement to these Terms.
- 1.2 Please read these Terms carefully. These Terms tell you who we are, how we will provide our Card services to you, how you and we may change or end the contract, what to do if there is a problem and other important information. If you have any questions about these Terms, please contact us.
- 1.3 The terms and conditions in this Agreement govern your use of the Reloadable Prepaid Visa® Disbursement card ("Card") issued by Cross River Bank (the "Bank"), Member FDIC, pursuant to a license from Visa U.S.A. Inc. B4B Payments (USA) Inc. is the prepaid card program manager (the "Program Manager") responsible for servicing the Card.
- 1.4 A copy of these Terms will be provided to you via e-mail, in the App or other methods or by our Business Partner. The most up-to-date copy of these Terms are available online at www.b4bpayments.com. We may change the terms of, or add new terms to, this Agreement at any time in accordance with applicable law.
- 1.5 By activating, accepting or using the Card, you accept and agree to comply with the Terms of this Agreement as well as any other agreement or documents we may provide to you from time to time in connection with the Card, including any amendments, supplements or changes made to this Agreement.

2 DEFINITIONS

In these Terms, the following words and phrases have the meanings shown next to them (in addition to other words or phrases defined elsewhere in these Terms):

App	means the B4B Payments Mobile App available from the Apple App store or Google Play store;
Business Partner	means your employer or other client of B4B Payments who instructed us to provide a Card to you and is responsible for loading funds to your Card;
Card	means any prepaid card issued to you under these Terms, which may be in physical or virtual form (including any replacement Card);
Customer Services	means our customer services team that you can contact via the methods set out in section 23 below;

Online Portal	means the online access portal found at: www.b4bpayments.com/login
PIN	means personal identification number i.e., the security number provided for use with the Card;
Program Manager	means servicer of the Card;
Security Credentials	means any tool, information or setting that you can use to access information on the Card and/or to make transactions using the Card, which may include username, password or passcode, security question and answer, biometric details such as fingerprint, Card number, PIN, as we may advise you from time to time;
Summary Box	means the section called Summary of Fees and Restrictions that is included as terms to this Agreement and that includes notification of charges, limits and restrictions associated with the Card and which will always be available to you within the secure area of the Online Portal and in the App;
We / us / our	means Cross River Bank ("Bank") as well as any of its affiliates, successors, assigns, agents or service providers, including, but not limited to, B4B Payments (USA) Inc., the prepaid card Program Manager for Bank;
You / your	means the person/employee to whom the Card has been provided under these Terms.

3 ABOUT THE CARD

- 3.1 One of our Business Partners must apply for the Card on your behalf, and we may ask to see the evidence our Business Partner holds to check who you are and where you live or we may require documentary evidence from you to prove this and/or we may carry out checks on you electronically. Also, we may carry out checks on your identity on an on-going basis through the duration of these Terms. You agree to provide any such information and documents as we may reasonably request.
- 3.2 You cannot add additional funds to your Card.
- 3.3 We use your available funds on your Card ("Card Balance") to authorize your transactions. We will decline all transactions that exceed the Card Balance.
- 3.4 The Card is a prepaid Card. It is not a debit card and is not connected to any bank account. It is also not a credit card.
- 3.5 Financial and other limits may apply in relation to the Cards (for example, the maximum balance that may be held on the Card, the value of individual Card transactions or an aggregate number or value of such transactions in a particular time period). Such limits will be as set out in the Summary Box and may be changed by us from time to time. To manage our risk, particularly with respect to money laundering, fraud or security concerns, we may also apply internal controls, including limits, to certain types of transactions from time to time but for security purposes, will not disclose them. We may refuse

to execute any transaction to load your Card or to make a Card payment if it would breach any such limits.

- 3.6 You must activate your Card by following the instructions on the Card. The Card is a prepaid debit card that allows you to purchase goods and services at any merchant that accepts Visa or STAR® branded cards.

4 KEEPING YOUR CARD AND SECURITY CREDENTIALS SAFE

- 4.1 We will provide or set you up with certain Security Credentials (such as PIN, password or Card number) so that you can use your Card to make transactions and/or access information on your Card. You must take all reasonable steps to keep your Card and any such Security Credentials safe to protect the funds on your Card. You agree to not store the PIN on the Card or otherwise disclose or make it available to anyone other than someone you have permitted to use the Card
- 4.2 If you permit someone to use your Card, we will treat this act as if you have authorized this person to use your Card, and you will be responsible for any Card transactions initiated by such person.

5 WHEN YOU NEED TO CONTACT US

- 5.1 If your Card is lost or stolen or you believe that someone else has used or otherwise has unauthorized access to your Card or Security Credentials (for example, if your Card, Card number or PIN may be misused, or if a mobile device where you keep them has been lost, stolen or misappropriated), you must:
 - 5.1.1 Contact us immediately at 1-855-485-7697, or if you are abroad, +1-617-275-2263;
 - 5.1.2 If we ask, write to Customer Services within ten (10) business days to confirm the loss, theft or possible misuse, and
 - 5.1.3 Stop using the Card, Card number or Security Credentials (such as PIN) immediately. If you find the Card after you have reported it lost, stolen or misused, you must cut it up and tell us as soon as you can.
- 5.2 If your Card or any replacement Card is lost or stolen, once you have reported it you can request a replacement by telephoning Customer Services.

6 USING THE CARD

- 6.1 The Card is a reloadable prepaid card subject to the limitations set forth in this Agreement and the Summary Box. You may use your Card to:

- 6.1.1 (1) purchase goods or services at any merchant that accepts Visa or STAR® branded cards as long as you do not exceed the value available in your Card or the Daily Purchase Limit (as defined in the Summary Box),
- 6.1.2 (2) withdraw cash from your Card using a PLUS or STAR ATM as long as you do not exceed the value available in your Card or the Daily Purchase Limit (as defined in the Summary Box).
- 6.2 You agree that your Card will only be used for business-purposes, which may never involve transactions intended for personal, familial, or household purposes.
- 6.3 There may be fees associated with some of these transactions which are listed in the Summary Box.
- 6.4 Use of the Card is subject to all applicable rules and regulations of any payment network and funds transfer system involved in the transactions in addition to this Agreement.
- 6.5 The Card is the property of the Bank and must be surrendered upon demand. The Card may not be resold or transferred to another party. The Card may be canceled, repossessed or revoked at any time without prior notice except where required by law.
- 6.6 Any entity accepting your Card for payment will be required to obtain approval or authorization for any transaction in accordance with the rules of the payment network (i.e., Visa or STAR). When an authorization is issued, a three (3) day hold may be placed on the value on the Card in the amount of the authorization. When you use your Card in a tipping environment (at restaurants, bars, barber shops, or beauty spas or for taxis or limos) or rental environment (at cruise lines, lodging, or vehicle rentals), the amount of authorization may be the transaction amount plus an additional amount of 20%. When a preauthorization request is made by hotels and rental merchants, a thirty-one (31) day hold may be placed on funds on the Card in the amount of the preauthorization. If the authorization request varies from the amount of the transaction the merchant subsequently submits to the payment network, settlement of the transaction may not remove the hold, which may remain on the Card until the hold days have expired. If your Card is subject to a hold, the value on the Card that is subject to the hold will not be available for other purposes. Additionally, if you use your Card at an automated fuel dispenser ("pay at the pump"), the transaction may be preauthorized for an amount of \$175, depending on the merchant. You can avoid this hold by pre-paying inside before fueling.
- 6.7 Please note that the merchant controls the timing of both the authorization and final settlement. It is therefore very important that you keep track of your Card Balance. We cannot stop a settlement once we have authorized the transaction, and the Business Partner will be responsible for repaying any negative balance that may occur in the Card Balance.
- 6.8 Each time you initiate a Card transaction; you authorize us to reduce the funds available in your Card by the amount of the transaction and all associated fees. You are not allowed to exceed the available amount in your Card through an individual transaction or a series of transactions (creating a "negative balance"). Nevertheless, if any transactions cause the balance in

your Card to go negative, including any purchase transactions where the retailer or merchant does not request authorization, the Business Partner shall remain fully liable to us for the amount of any negative balance and any corresponding transaction fees.

- 6.9 We may at any time stop, suspend or restrict your Card or Security Credentials (such as PIN) or refuse to execute a Card transaction if:
 - 6.9.1 We are concerned about the security of or access to your Card, Card details or Security Credentials;
 - 6.9.2 We suspect the Card or Security Credentials are being used in an unauthorized or fraudulent manner;
 - 6.9.3 Executing the transaction would breach any limit applicable to your Card;
 - 6.9.4 There are insufficient available funds on the Card to cover the amount of the transaction and any applicable fees;
 - 6.9.5 You have failed to use the authentication method and/or Security Credentials required;
 - 6.9.6 We have reasonable grounds to believe that you are not complying with these Terms; or
 - 6.9.7 We have reasonable grounds to believe that continued use of your Card or Security Credentials may cause us to break the law, code, rules of the Card Network or other duty applicable to us or might expose us to claims from third parties or damage our reputation.
- 6.10 We will, if possible, inform you before stopping, suspending or restricting your Card or Security Credentials (such as PIN) or refusing to execute a Card transaction that we intend to do so and the reasons for doing this. Where we refuse to execute a Card transaction, we will also tell you about the procedure for rectifying any errors on your part that led to such refusal. If we are unable to inform you beforehand, then we will inform you immediately afterwards. We will not inform you where doing so would compromise reasonable security measures or would be unlawful. If the reasons for stopping, suspending or restricting the Card or Security Credentials no longer apply, we will unblock and/or replace them.

7 AUTHORIZING TRANSACTIONS

- 7.1 You authorize and consent to a Card transaction when you:
 - 7.1.1 Enter a PIN or provide other Security Credentials;
 - 7.1.2 Provide Card number and/or any other Security Credentials as requested;
 - 7.1.3 Wave or swipe the Card over a Card reader or insert your Card into a card device or an ATM;
 - 7.1.4 Sign a merchant receipt.
- 7.2 Internet, mail, and phone order purchases may require that we have the name and address of the Cardholder on file. If you wish to make such purchases, you will need to register your Card at www.b4bpayments.com and

provide your name and address prior to performing the internet, mail, or phone purchase.

- 7.3 Please be aware of the merchant's return policies before using your Card to make a purchase. We are not responsible for the delivery, merchantability, salability, marketability, quality, safety, legality or any other aspect of the goods or services you purchase using your Card. If you have a problem with goods or services that you purchased with your Card or if you have a dispute with the merchant, you must handle the concern directly with the merchant. Refunds and returns are subject to the merchant's policies and applicable laws. If you are entitled to a refund for goods or services obtained using your Card, you agree that the merchant will credit the refund to your Card. The refund amount credited to your Card may not be available for up to five (5) days from the date the merchant submits the refund transaction.
- 7.4 You must not use your Card for any illegal transaction, including online gambling, gaming and/or any other activity with an entry fee and a prize including, but not limited, to casino games, sports betting, animal racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery), sweepstakes, or for any other activity or transactions that may be considered illegal or prohibited. We reserve the right to decline authorization for any transaction that we deem to be illegal, related to illegal activity, or for any other reason at our discretion. We reserve the right to block certain merchants, which means Card transactions at such merchants will be declined. We may decline transactions with certain higher risk merchants or groups of merchants that fall within a particular Merchant Category Code, and we also may decline certain transactions that are deemed higher risk as determined by one or more fraud detection methods. The Card may not be used to purchase real property.
- 7.5 Under Visa Rules, if you have registered your identity with us, you will not be held responsible for unauthorized transactions using your Card unless, based on substantial evidence, your actions in the use of the Card are deemed to be fraudulent or negligent.

8 FOREIGN CURRENCY TRANSACTIONS

- 8.1 The Card can be used for transactions which are not in the currency of the Card although a fee will be applied for doing so.
- 8.2 If you make a transaction in a currency other than US dollars, it will be converted to the currency of the merchant by Visa at the *currency exchange rate* on the date the transaction is processed. We will also charge a Foreign Exchange fee to do so. See Summary Box.

9 CARD BALANCE, TRANSACTION INFORMATION AND STATEMENTS

- 9.1 We will provide information about the available balance on the Card and transactions to and from Cards through our Online Portal and App. You can

also check this information by calling 1-855-485-7697, or if you are abroad, +1-617-275-2263, 24 hours a day. Please review all Card transaction information regularly.

- 9.2 Unless the applicable law requires otherwise, the Card transaction information made available to you will include:
- 9.2.1 a reference enabling you to identify each transaction and, where appropriate, information relating to the merchant;
 - 9.2.2 the amount of each transaction in the currency in which the Card is debited or credited (as applicable);
 - 9.2.3 the amount of any charges for the transaction including its break down, where applicable;
 - 9.2.4 where applicable, the exchange rate used and the amount of the transaction after the currency conversion; the debit or credit (as applicable) value date.
 - 9.2.5 We will not send you a paper copy of any Communication, unless you request it or we deem it appropriate to send it to you. You may obtain a paper copy of an electronic communication by printing it yourself or by requesting that we mail you a paper copy, provided that such request is made within a reasonable time after we first provided the electronic Communication to you. To request a paper copy, call the number on the back of your Card, call us at 1-855-485-7697 or internationally at +1-617-275-2263, visit www.b4bpayments.com, or write to the Program Manager at B4B Payments (USA) Inc., 3 Allied Drive, Suite 303, Dedham, MA 020206.

10 WHEN YOUR CARD EXPIRES

- 10.1 The Card's expiry date is available through the Online Portal and App. Your Card cannot be used for transactions after its expiry date.
- 10.2 When your Card expires, a replacement Card may be provided to you at the request of the Business Partner. The Business Partner will cover the replacement Card fee.

11 CANCELLATION

- 11.1 The Business Partner may request this Agreement be cancelled. Also, you may cancel this Agreement by calling the number on the back of your Card, 1-855-485-7697, or internationally +1-617-275-2263. If this Agreement is cancelled, your Card will be closed. We are not responsible to you for any damages you may suffer as a result of the closure or suspension of your Card.
- 11.2 Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement before termination.

12 UNAUTHORIZED OR INCORRECTLY EXECUTED TRANSACTIONS

Your Duty to Notify Us

- 12.1 If you discover a transaction to or from your Card was executed incorrectly or not authorized by you, you must notify us immediately. We must hear from you no later than 60 days after the Card history shows the error. Call us at 1-855-485-7697, or internationally +1-617-275-2263. If you do not notify us in accordance with this clause, you will be liable for all losses incurred with respect to any unauthorized or incorrectly executed transactions and will not be entitled to a refund.
- 12.2 You must (1) tell us your name and card number, (2) describe the error in question and clearly explain why you believe it is an error or why you need more information and (3) tell us the dollar amount of the suspected error.
- 12.3 If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred and will correct any error promptly. We will tell you the results after completing our investigation. If we decide that there was no error, we will send you a written explanation.

Incorrectly Executed Transactions from Your Card

- 12.4 If we execute a transaction from your Card incorrectly, we will refund the amount of the incorrectly made transaction without undue delay. The refund includes any charges necessary to restore the correct balance, except in the following circumstances:
- 1) If, through no fault of the Bank or of the Program Manager, you do not have enough funds available in your Card to complete the transaction;
 - 2) If a merchant refuses to accept your Card or provide cash back;
 - 3) If an ATM where you are making a cash withdrawal does not have enough cash;
 - 4) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
 - 5) If access to your Card has been blocked after you reported your Card (or Security Credentials related to your Card) lost or stolen;
 - 6) If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
 - 7) If the Bank or the Program Manager have reason to believe the requested transaction is unauthorized;
 - 8) If circumstances beyond the Bank's or the Program Manager's control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that the Bank or the Program Manager have taken; or
 - 9) for any other exception stated in the Agreement with you.

13 UNCLAIMED PROPERTY

13.1 Any Card balances will be handled in accordance with applicable law and may be subject to escheatment as unclaimed property.

14 LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE REQUIRED BY LAW OR THIS AGREEMENT, WE WILL NOT BE LIABLE TO YOU FOR DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, OR RIOTS; THE FAILURE OF MERCHANTS TO HONOR THE CARD; THE FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES; COMMUNICATION SYSTEM FAILURES OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE.

TO YOUR EQUIPMENT, ANY INTERNET SERVICE, OR ANY PAYMENT SYSTEM. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, PUNITIVE OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE REQUIRED BY LAW. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOUR RECOVERY FOR ANY ALLEGED NEGLIGENCE OR MISCONDUCT BY US SHALL BE LIMITED TO THE TOTAL AMOUNT LOADED ON THE CARD.

15 IDEMNIFICATION

You agree to indemnify and hold us and our officers, directors, shareholders, employees, successors, predecessors, representatives, principals, agents, assigns, parents, subsidiaries and/or insurers harmless for any losses, damages, suits and expenses, including reasonable attorneys' fees, that we may incur, without regard to the merit or lack thereof, arising out of, or related in any way to (1) the matters set forth herein, (2) our taking any action or not taking any action that we are entitled to take pursuant to this Agreement, (3) any action or omission by you or any third party, or (4) our action or inaction in reliance upon oral, written or electronic instructions or information from you.

16 ARBITRATION

You agree to arbitrate all disputes arising under or in connection with these Terms. ANY ARBITRATION UNDER THIS AGREEMENT WILL ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE

ATTORNEY GENERAL ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED, AND YOU ARE WAIVING YOUR RIGHTS TO HAVE ANY CLAIM OR CASE DECIDED BY A JURY AND TO PARTICIPATE IN A CLASS ACTION AGAINST US. If any part of this arbitration provision is found unenforceable, the unenforceable provision shall be severed, and the remaining arbitration terms shall be enforced (but in no case shall there be a class arbitration). All disputes shall be resolved finally and exclusively by binding individual arbitration with a single arbitrator administered by the American Arbitration Association (www.adr.org) according to this provision and the applicable arbitration rules. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, fully applies. Any arbitration hearing will occur in the judicial district in which you reside. The arbitrator's award shall be binding on you and may be entered as a judgment in any court of competent jurisdiction. For purposes of this arbitration provision, references to you, Program Manager and Bank also include respective subsidiaries, affiliates, agents, employees, predecessors, successors and assigns.

17 CHANGING THESE TERMS

- 17.1 We may change this Agreement, or any fees and features of your Card, at any time by posting an amended Agreement on the B4B Payments website, and any such amendment shall be effective upon posting.
- 17.2 We will give you advance notice of any change where required by applicable law.
- 17.3 Your use of the Card after we have posted the changes signifies your acceptance to the amended Agreement.

18 GOVERNING LAW

- 18.1 All actions relating to your Card and this Agreement will be governed by the laws of the United States and the State of Delaware and other applicable rules, regulations and guidance, including card payment network rules and rules of any funds transfer systems, except to the extent such laws, rules, regulations and guidance are inconsistent with the Federal Arbitration Act.

19 COMPLAINTS

- 19.1 If you would like to lodge a complaint with respect to any services or issues in connection to these Terms, please write to Customer Services. We have procedures, which are available at <https://www.b4bpayments.com/prepaid/resources/> to ensure that your complaint is handled fairly and quickly.
- 19.2 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.

20 HOW TO UPDATE YOUR INFORMATION

- 20.1 It is your responsibility to provide us with an accurate and complete e-mail address (if you have elected to receive e-mail messages from us), your contact information, and other information related to this Agreement and your Card, and to maintain and update promptly any changes in this information. You may update information (such as your e-mail address) through www.b4bpayments.com, the App or by calling the number on the back of your Card or call us at 1-855-485-7697, or internationally at +1-617-275-2263.

21 THIRD PARTY PROVIDERS

- 21.1 We will disclose information to third parties about the Card or the transactions you make:
- 21.2 Where it is necessary for completing the transactions; or
- 21.3 Where there has been unauthorized use of the Card; or
- 21.4 In order to comply with government agencies or court orders; or
- 21.5 For analytical purposes; or
- 21.6 If we conclude that disclosure is necessary to protect you or our interests; or
- 21.7 If you give your permission to us or to other parties.
- 21.8 In addition to the above information, Cardholder information may be provided to the Bank for the purposes of providing certain services.

22 COMMUNICATING WITH YOU

- 22.1 Subject to federal and state law, we may monitor or record phone calls for security reasons, to maintain a record and to ensure that you receive courteous and efficient service. You consent in advance to any such recording as a condition of this Agreement and your use of your Card. We may need to contact you about your Card by telephone, text messaging or email. However, we will first obtain your consent to contact you about your Card in compliance with applicable consumer protection provisions in the federal Telephone Consumer Protection Act, CAN-SPAM Act and their related federal regulations and orders issued by the Federal Communications Commission. Your consent is limited to your Card, and as authorized by applicable law. Your consent is voluntary and not conditioned on the purchase of any product or service from us.
- 22.2 You authorize us to contact you regarding your Card using any telephone numbers or email addresses previously provided to us by the Business Partner or that you may subsequently provide to us.
- 22.3 You may be charged for the call or text message by the provider of the service.
- 22.4 You further authorize us to contact you through the use of voice, voicemail and text messaging including the use of pre-recorded or artificial voice messages, ringless voicemail and an automated dialing device. You may

change or remove any of the telephone numbers or email addresses at any time using any reasonable means to notify us, as long as you maintain at least one telephone number or email address for us to contact you to service your Card.

23 CONTACTING US

- 23.1 You may contact us at Customer Services to provide any information or notification in relation to these Terms using the methods and contact details listed below.
- 23.2 Call the number on the back of your Card, or
- 23.3 Call us at 1-855-485-7697, or internationally at +1-617-275-2263 or
- 23.4 Visit www.b4bpayments.com or
- 23.5 Write to the Program Manager at B4B Payments (USA) Inc., 3 Allied Drive, Suite 303, Dedham, MA 020206.
- 23.6 We will notify you if any of these communication methods are not available.
- 23.7 We will also tell you if you need any technical requirements or software to communicate with us.