

## **B4B Payments Business Prepaid Visa Cardholder Agreement IMPORTANT – PLEASE READ CAREFULLY**

### **1. Terms and Conditions for the B4B Payments Business Prepaid Visa® Card.**

This document, including the “Schedule of Fees and Charges (Schedule A),” is an agreement (“Agreement”) containing the terms and conditions that apply to the B4B Payments Prepaid Visa Card issued by Metropolitan Commercial Bank (Member FDIC) pursuant to a license from Visa U.S.A. Inc. “Metropolitan Commercial Bank” and “Metropolitan” are registered trademarks of Metropolitan Commercial Bank © 2014. “Business” shall be responsible for notifying Cardholders of the relevant terms applicable to their Card use and for ensuring that each Cardholder complies with the terms and conditions set forth in this Agreement. Please read this Agreement carefully and keep it for future reference. By accepting and/or using any Card, the Business agrees to be bound by the terms and conditions contained in this Agreement. The “Program Manager” for the B4B Payments Business Prepaid Visa Card is B4B Payments (USA) Inc. and the Customer Service telephone number is 1-883-852-1356 or the toll-free telephone number on the back of your Card.

### **2. Definitions.**

In this Agreement, “Card” means a B4B Payments Business Prepaid Visa Card issued by the Bank in the name of a designee of the Business. A Card may be a physical device or a virtual card which details may be accessed via the [www.b4bpayments.com](http://www.b4bpayments.com) website or mobile app. “Card Account” means the records we maintain to account for the transactions made with the associated Card. “You” and “your” mean the “Business” and, where applicable, each “Cardholder” as applicable. “We,” “us,” “our,” and “Bank” mean Metropolitan Commercial Bank, together with its successors and assigns. “Program Manager” means B4B Payments (USA) Inc, together with its successors and assigns. “Business” means the commercial enterprise that qualified for, opened and owns the funds in the Card Accounts, together with its successors and assigns. Business must be a commercial enterprise and may be a partnership, corporation, trust, or other form of business entity, or an individual operating as a sole proprietorship. “Cardholder” means a person associated with and designated by the Business in writing to make purchases on behalf of the Business and who will be provided a Card. “Card Number” means the 16-digit number embossed on a Card. “Account Number” means the 9-digit number provided to the Business for the purpose of initiating deposits to the Card Account for a Card. “Access Code” means any user ID(s), password(s), PIN(s), and any other access code or credential related to a Card. “Business Day” means Monday through Friday, excluding federal and legal banking holidays in the State of New York, from 9am to 5pm EST.

### **3. Important Information about Procedures for Opening a New Card Account.**

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions and their third parties to obtain, verify, and record information that identifies each entity or person who opens an account (including any subaccounts). When a Card Account is opened on behalf of the Business, we may ask for copies of certain information that will help us verify the Business’ information. We may also ask for information to verify the identity of Cardholders. Business information which may be collected, includes but is not limited to address, entity organizational documents and certificates, and federal employer identification number (EIN). Personal information that may be collected from the Business’ principal owners, representatives, and Cardholders includes name, address, phone number, date of birth, social security number or country identification number, driver’s license or passport, and other information that will allow us to identify you.

By participating in the B4B Payments Business Prepaid Visa Card Program, you agree that the information and statements you provide to us are accurate, including, but not limited to, your real name, valid U.S. mailing address and residential address (if different), social security number or other identification documentation, date of birth, and telephone number. If you fail to provide accurate information that we request, we may cancel any or all Cards and Card Accounts. In addition, funds tied to suspected illicit or illegal activity may be subject to both internal and potentially criminal investigation. We reserve the right to restrict or delay access to any such funds.

### **4. Business Cards.**

The Cards are business prepaid cards. Each Card allows its related Cardholder to access funds loaded to the Card. The Business’ funds in the Card Accounts will be FDIC-insured to the maximum amount allowed by law. The Cards will

remain the property of the Bank and must be surrendered upon demand. The Cards are not transferable, and they may not be canceled, repossessed, or revoked at any time without prior notice subject to applicable law.

A Cardholder may access the funds loaded to his or her Card by presenting the Card in person or by providing the Card Number to a merchant to pay for goods and services. The Cards are **not** credit cards or gift cards, nor are they intended for gifting purposes. The Cards may not be used to disburse payroll or compensation to any person, including the associated Cardholder. Interest will not be paid on funds on deposit in the Card Accounts. The funds loaded to a Card will **not** expire, regardless of the expiration date on the front of the Card.

The Business may have as many Card Accounts as we shall allow in our discretion. The Business is an unlimited guarantor for all activities on the Cards. The owners or principals of the Business must personally guarantee and be personally liable for all transactions associated with the Cards. All such guaranties are unlimited and are also joint and several where the Business has multiple owners or principals. The Business can add or remove Cardholders, obtain Card and Card Account information, deposit funds to Card Accounts, transfer funds among Card Accounts and take administrative actions in connection with the Card Accounts and Cards as contemplated by this Agreement.

Cardholders must be individuals who are associated with the Business. The Business is the owner of all funds in the Card Accounts at all times and Cardholders agree that their Cards shall only be used as authorized by the Business, which may never involve transactions intended for personal, family or household purposes of the Cardholder or any other person.

The Business must notify us to revoke any Cardholder's authorization to use a Card. The Business may do this through the B4B Payments Mobile App, by calling the number on the back of any Card or 1-833-852-1356, by visiting [www.B4BPayments.com](http://www.B4BPayments.com) or by writing to B4B Payments (USA) Inc. 40 Washington Street, Suite 150, Wellesley, MA 02481. If the Business instructs us to revoke a Cardholder's use of a Card, we will cancel the Card once we have had a reasonable opportunity to take action.

The Business is wholly responsible and liable for all transactions made with the Cards, Card Numbers and the Account Number, subject to applicable law or as otherwise provided in this Agreement. The Business' liability applies even if a Cardholder exceeds the scope of his or her authority, including but not limited to, situations where the Cardholder uses the Card for personal, family or household purposes, or when a Cardholder authorizes a third-party to use a Card. The Business shall ensure that Cardholders are not permitted to authorize other persons to use their Card. To cancel a Card, telephone the toll-free number on the back of your Card or 1-833-852-1356. Once we notice of such a revocation (cancellation) and have had a reasonable time to act we will exercise reasonable efforts to block additional purchases on the Card.

**5. Fees. The fees relating to the use (and misuse) of Cards are set forth in the "Schedule of Fees and Charges (Schedule A)" ATTACHED TO THIS AGREEMENT AND INCORPORATED HEREIN BY REFERENCE. FEES will be DEBITED from THE RELATED Card Account and will be assessed so long as there is a remaining balance on the Card, unless prohibited by law.**

The Business agrees to pay all fees associated with the Card. We may from time to time amend the Schedule A, at our sole discretion as set forth in the Section of this Agreement titled "Amendment and Cancellation."

#### **6. Card Use and Purpose; Business Use Only; No External Debits from Card Account.**

Subject to the limitations set forth in this Agreement, a Cardholder may use his or her Card or Card Number to pay for goods and services wherever the Card is honored or to withdraw funds in cash from an Automated Teller Machine ("ATM"). Cards and Card Numbers shall not be used for illegal gambling or any other illegal purpose. Cardholders shall not preauthorize a merchant to make recurring transfers from their Cards. Cardholders shall not exceed the value available on their Card or the Daily Purchase Limit (as defined in the table below). **No Card or Card Number shall be used for any consumer, personal, family, or household purpose.** Each use of a Card or Card Number shall constitute a representation and warranty by the Business and Cardholder that use of the Card is solely for business purposes and not for any personal, family, or household purpose of the Cardholder or any other person or for any illegal purpose. Certain transactions may be subject to fees as described in the "Schedule of Fees and Charges (Schedule A)" attached to this Agreement.

Our routing number and the Account Number may not be used to initiate a debit transaction, and any attempt to make such a debit will be declined and may be assessed an ACH Decline Fee (see the “Schedule of Fees and Charges (Schedule A)” attached to this Agreement). The Business will be responsible for any such debit that we fail to decline.

## 7. Limitations on Frequency and Dollar Amounts of Transactions.

The total amount of purchases permitted on a Card in any single day is limited to the Daily Purchase Limit. The maximum aggregate value of any Card may not exceed the tier limit agreed for the Card at the time of opening the account at any time. These limits are represented in the table below and will be agreed between the Program Manger and the Business. In our discretion, we may also place aggregate limits on the total amount of purchases and the maximum value of all Cards associated with the Business. For security reasons, we may further limit the number or dollar amount of transactions you can make with any Card or all Cards. The following grid is provided in order to highlight the frequency and limitations of Card transactions in a single day or additional time frame if warranted:

Transaction/load type	Maximum amount	Tier 1.	Tier 2.
Maximum balance on the card	\$35,000.00 (Enhanced) and \$8,000.00 (Standard) per day (includes all cash and direct deposit loads)	\$8,000.00	\$35,000.00
Purchases (POS)	\$8,000.00 per day (the “Daily Purchase Limit”)	\$8,000.00	\$35,000.00
Value loads	Any combination of the load types listed below to not exceed the maximum balance of \$35,000.00 (Tier 1) and \$8,000.00 (Tier 2) per day	\$8,000.00	\$35,000.00
Maximum Daily ATM Withdrawal Limit	\$1,000.00	\$1,000.00	\$1,000.00

## 8. Personal Identification Number (“PIN”).

A PIN is a four-digit code that we provide to each Cardholder to be used in lieu of signing for a transaction or for using at an ATM. Only one PIN will be provided for each Card. Cardholders should not write or keep their PIN with the Card. If a Cardholder believes that anyone has gained unauthorized access to their PIN, they should immediately call the number on the back of their Card, 1-833-852-1356, or send notice through [www.B4BPayments.com](http://www.B4BPayments.com), or write to the Program Manager at B4B Payments (USA) Inc. 40 Washington Street, Suite 150, Wellesley, MA 02481.

## 9. Adding Funds to a Card.

The Business may add funds to Cards (called “value loading” or “loading”) at any time by instructing us to transfer funds to the appropriate Card Accounts. The maximum load amount is based on the tier level set at the time of opening the account. The limits are shown in the table under 7 above. The maximum aggregate value of funds on any Card may not exceed the tier limit agreed for the Card at the time of opening the account at any time. These limits are represented in the table under 7 above. Funds may not be loaded from any source other than the Business. Cardholders shall not be permitted to load funds to a Card.

## 10. Split Transactions.

Cardholders may instruct merchants to charge a part of the purchase to the Card and pay the remaining amount with cash or another card if there are not enough funds available on their Cards. These are called “split transactions.” Some merchants do not allow split transactions or will only allow a split transaction if the remaining amount is paid in cash.

## 11. Transactions Using a Card Number.

Any transaction initiated without presenting a Card (such as for a mail order, internet or telephone purchase) will have the same legal effect as if the Card itself had been presented by the Cardholder in person.

## **12. Obligation for Negative Balance Transactions.**

If any transaction or fee causes the balance on a Card to go negative (a “negative balance”), including any purchase transaction where the retailer or merchant does not request authorization, the Business shall remain fully liable to us for the amount of any negative balance and any corresponding transaction fees. The Business may also be liable for any related Insufficient Funds/NSF Fee(s) as set forth in the accompanying “Schedule of Fees and Charges (Schedule A).” The Business shall pay us promptly for any negative balance and any related fees. We also reserve the right to cancel any or all Cards in the event of a negative balance.

## **13. Authorization Holds.**

You do not have the right to stop payment on any purchase transaction originated by use of a Card. When a Card is used to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and the merchant may estimate its final value. When we authorize a purchase transaction, we commit to make the requested funds available when the transaction finally settles and we will place a temporary hold on the Card’s funds for the amount indicated by the merchant. If a Cardholder authorizes a transaction and then fails to make a purchase of that item as planned, the approval may result in a hold for that amount of funds.

Car rentals, hotels and other service-oriented merchants may choose to factor in additional amounts upon check-in, and it may take up to 60 days after your stay or your rental to have any excess amounts held by the hotel or rental company added back to a Card’s available balance. Similarly, some gas stations may factor in additional amounts to cover potential filling of the tank. Such fuel transaction authorization holds may be avoided by paying inside the gas station instead of at the pump. Until the transaction finally settles, the funds subject to the hold will not be available for other purposes. We will only charge the Card for the correct amount of the final transaction, and we will release any excess amount when the transaction finally settles.

When a Card is used at certain restaurants and service-oriented merchants, there may be an additional 20% (or more) added to the authorization to cover any tip that may be left on the purchase. If this occurs, and the total bill, after adding in the additional 20% (or more), exceeds the amount available on the Card, the transaction may be declined. Accordingly, Cardholders should ensure that their Card has an available balance that is 20% (or more) greater than the total bill before using their Card.

## **14. Returns and Refunds.**

Refunds of amounts paid for goods or services obtained with a Card are applied as credits to the Card. You are not entitled to a cash or check refund. The amounts credited to a Card for refunds may not be available for up to five days from the date the refund transaction occurs.

## **15. Card Cancellation and Suspension; Service Limits.**

We reserve the right, in our sole discretion, to limit the use of any Card or all Cards, including limiting or prohibiting specific types of transactions. We may refuse to issue a Card, revoke Card privileges or cancel any Card with or without cause or notice, other than as required by applicable law. The Business may cancel any Card by calling the number on the back of the Card or 1-833-852-1356. The Business agrees that it will not permit any Cardholder an expired, revoked, canceled, suspended or otherwise invalid Card. Our cancellation of Card privileges will not otherwise affect your rights and obligations under this Agreement. Not all services described in this Agreement are available to all persons or at all locations. We reserve the right to limit, at our sole discretion, 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.

## **16. International Transactions.**

Any transaction initiated on a Card in a currency or country other than the currency or country in which the Card was issued will be subject to a fee on the transaction (including credits and reversals) as set forth in the “Schedule of Fees and Charges (Schedule A)” attached to this Agreement. This fee is in addition to the currency conversion rate. If the transaction is in a currency other than the currency of the country in which the Card was issued, the merchant, network, or

card association that processes the transaction may convert the transaction (including credits and reversals) into the currency of the Card in accordance with its policies and rates in effect at the time of the transaction. If Visa U.S.A., Inc. (“Visa”) converts the transaction, it will establish a currency conversion rate for this convenience using a rate selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date which may vary from the rate Visa itself receives, or the government mandated rate in effect for the applicable central processing date.

### **17. Receipts.**

Cardholders should get or request a receipt at the time of each transaction. You agree to retain your receipts to verify your transactions. Receipts may be captured and stored within the B4B Payments App or via the [www.b4bpayments.com](http://www.b4bpayments.com) website.

### **18. Obtaining Balance and Transaction Information; Periodic Statements Alternative.**

Cardholders and the Business should keep track of the amount of funds available on their Cards. Information about the amount of funds remaining on a Card may be obtained by calling the number on the back of the Card. This information, along with a 12-month history of account transactions, is also available on-line through our customer self-service website ([www.b4bpayments.com](http://www.b4bpayments.com)) shown on the back of the Card or via the B4B Payments App.

### **19. Confidentiality.**

We may disclose information to third parties about any Card or the transactions made using a Card: (1) where it is necessary or helpful for completing transactions; (2) in order to verify the existence and condition of the Card for a third party, such as a merchant; (3) in order to comply with government agency, court order, or other legal requirements; (4) if the Business gives us its written permission; (5) to our and the Program Manager’s employees, auditors, affiliates, service providers, or attorneys as needed; (6) in order to prevent, investigate or report possible illegal activity; and (7) as otherwise permitted by law.

### **20. Our Liability for Failure to Complete Transactions.**

In no event will we or the Program Manager be liable for consequential damages (including lost profits), extraordinary damages, special or punitive damages. We will not be liable, for instance: (1) if, through no fault of ours or of the Program Manager, there is not enough funds available on a Card to complete a transaction; (2) if a merchant refuses to accept a Card; (3) if access to a Card has been blocked after it, the associated PIN or any Access Code is reported lost or stolen; (4) if there is a hold or the funds are subject to legal process or other encumbrance restricting their use; (5) if we or the Program Manager have reason to believe the requested transaction is unauthorized; (6) if circumstances beyond our 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 we or the Program Manager have taken; or (7) for any other exception stated in this Agreement.

### **21. In Case of Errors or Questions about the Card.**

Cardholders and the Business should protect their Cards against theft, loss and unauthorized use with the same level of care that should be used to protect cash or cards used for personal purposes. Unless otherwise required by law or Visa rules, we will not be liable for unauthorized transactions unless we failed to process the transaction in good faith and in compliance with commercially reasonable security procedures. Neither the Business nor any Cardholder will have the benefit of any consumer law limiting liability with respect to the unauthorized use of a Card. This means liability for the unauthorized use of a Card could be greater than the liability in a consumer prepaid card transaction. The Business accepts and agrees to undertake the additional risk and greater measure of liability associated with the use of business purpose cards.

If the Business or any Cardholder believes an error occurred, a Card, PIN, or Access Code(s) has been lost or stolen, or that someone has made an unauthorized transaction with a Card or may attempt to use a Card without permission, you agree to notify us immediately by calling the number on the back of the Card, or 1-833-852-1356, or sending notice

through [www.B4BPayments.com](http://www.B4BPayments.com), or the B4B Payments App, or writing to the Program Manager at B4B Payments (USA) Inc., 40 Washington Street, Suite 150, Wellesley, MA 02481. You will need to tell us: (1) the Business name; (2) your name; (3) the Card Number and other identifying details; (4) why you believe there is an error; (5) the dollar amount involved; and (6) approximately when the error took place. We will cancel the Card, and if our records show that available funds remain in the Card Account, we will issue a replacement Card loaded with the remaining value. You agree to assist us in determining the facts relating to any possible unauthorized use or error associated with the Card, and to comply with the procedures we may require for any investigation.

## **22. Lost or Stolen Cards/Unauthorized Transfers.**

If the Business or any Cardholder believes a Card, Access Code(s), or PIN has been lost or stolen, call the number on the back of the Card, or 1-833-852-1356, or send notice through [www.B4BPayments.com](http://www.B4BPayments.com), or write to the Program Manager at B4B Payments (USA) Inc., 40 Washington Street, Suite 150, Wellesley, MA 02481. You should also call 1-833-852-1356, the number on the back of the Card, or write to the address shown here if you believe a transaction has been made using the information from a Card, Access Code(s), or PIN without your permission.

## **23. Liability for Unauthorized Transfers.**

The Business exercise, and agrees to require Cardholders to exercise, reasonable control over the information related to the Card Account and Cards, including the Cards and Card Numbers, Access Code(s), PINs and the Account Number. Tell us AT ONCE if the Business or any Cardholder believes a Card, Card Number, Access Code, PIN have been lost or stolen, or if the Account Number has been compromised. Also, if transaction history for a Card shows transfers that the associated Cardholder did not make, including those made on your Card or Card Number, or if any unauthorized transfer has been made using the Account Number, or the Business or any Cardholder believes an unauthorized electronic transfer has been made, tell us at once. The best way to keep the Business' losses down is by calling the toll-free number on the back of a Card or 1-833-852-1356. Electronic transfers made to or from an account used for business purposes, regardless of account ownership, are not subject to the Electronic Funds Transfer Act, Regulation E, or other consumer laws limiting liability with respect to the unauthorized use of a Card. This means the Business' liability under this Agreement for the unauthorized use of a Card, Card Number, or the Account Number could be greater than a consumer's liability would be in a consumer-purpose prepaid card transaction. The Business accepts and agrees to undertake the additional risk and greater measure of liability associated with the use of business purpose cards, which includes the risk of losing all of the funds in the Card Accounts.

**Visa's Zero Liability Policy.** In some circumstances, you will not be liable for unauthorized use that occurs after you notify us of the loss, theft or unauthorized use of your Card, Access Code(s), or PIN. You also agree to cooperate completely with us in attempts to recover funds from unauthorized users and to assist in their prosecution. We may issue replacement Card(s), Access Code(s), and PIN(s), but only after you have provided such proof and security or indemnification as we may require. In addition, you acknowledge that we may have to deactivate your Card(s) and/or Card Account to prevent future losses. If you share your Card(s), Access Code(s), or PIN with another person, use of your Card Account by that person may be considered as authorized. If you authorize another person to use your Card, Access Code(s), or PIN, you agree that you will be liable for all transactions arising from use of the Card, Access Code(s), or PIN by such person except as otherwise set forth in this Agreement. In all cases, our liability for an unauthorized transaction is limited to reimbursing you for the face amount of the unauthorized transaction and any corresponding fees, except as otherwise required by applicable law. A transaction is unauthorized if it is not initiated by you, you did not give permission to make the transaction and you do not benefit from the transaction in any way. **Visa's Zero Liability policy covers U.S.-issued cards only and does not apply to ATM transactions outside the Visa and PLUS networks, PIN transactions not processed by Visa, or certain commercial card transactions. We must be notified promptly of any unauthorized use.**

## **24. Other Terms and Choice of Law.**

The Cards, Card Accounts and the Business' obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of a Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement is determined to be invalid or unenforceable under any rule, law or regulation of any governmental agency, whether local, state or federal, the validity or enforceability of any other provision of this

Agreement shall not be affected. This Agreement shall be governed by the law of the State of New York except to the extent preempted or governed by federal law.

## 25. Amendment and Cancellation.

We may amend or change the terms and conditions of this Agreement at any time. The Business will be notified of any change in the manner provided by applicable law before the effective date of the change. However, if the change is made for security purposes, we may implement such change without prior notice. We may cancel or suspend any Card or this Agreement at any time. The Business may cancel this Agreement by calling the number on the back of a Card or 1-833-852-1356. If the Business cancels this Agreement, it may request a refund by check in the amount of the remaining balance in the Card Accounts, which we will issue for a fee as set forth in the “Schedule of Fees and Charges (Schedule A)” attached to this Agreement. If we cancel this Agreement and all Cards when any Card Account has a balance, we will send the Business a check in the amount of the balance in the Card Accounts for no charge. In all events, any check we send will be sent to the address we have for the Business in our records. Termination of this Agreement by the Business will not affect any of our rights or the Business’ obligations arising under this Agreement before termination.

## 26. Telephone Monitoring/Recording; Calls and Messages to Mobile Phones.

From time to time we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law. We may use automated telephone dialing, text messaging systems and electronic mail to provide messages to the Business and Cardholders or contact you about transactions and other important information regarding this Agreement or your relationship with us. Telephone messages may be played by a machine automatically when the telephone is answered, whether answered by you, someone else or a voicemail or answering machine. You authorize us to call or send a text message to any telephone number you have given us or you give to us in the future and to play prerecorded messages or send text messages with information about the Agreement over the phone. You also give us permission to communicate such information to you by e-mail. You understand that, when you receive such calls, texts or e-mails, you may incur a charge from the company that provides you with telecommunications, wireless and/or internet services. You agree that we will not be liable to you for any fees, inconvenience, annoyance or loss of privacy in connection with such calls or e-mails. You understand that anyone with access to your telephone, answering machine or email account may listen to or read the messages, notwithstanding our efforts to communicate only with you. This authorization is part of our bargain concerning your use of the prepaid card subject to this Agreement and we do not intend it to be revocable. However, to the extent we are required by applicable law to allow you to revoke your consent to these automatic reminders, you may do so by contacting us at B4B Payments (USA) Inc., 40 Washington Street, Suite 150, Wellesley, MA 02481.

## 27. No Warranty Regarding Goods and Services.

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services purchased with a Card. All such disputes should be addressed to the merchants from whom the goods or services were purchased.

## 28. Arbitration Provision.

This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) shall be arbitrated instead of litigated in court upon the election of either party.

(a) Definitions: As used in this Arbitration Provision, the term “Claim” means any claim, dispute or controversy between you and us, or between you and B4B Payments (USA) Inc. as **Program Manager for the B4B Payments Business Prepaid Visa<sup>®</sup> Card** or any of its agents or retailers, arising from or relating to the Card or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this Arbitration Provision or the Agreement. “Claim” includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term “Claim” is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your Card, or the Cards of any additional cardholders designated by you; (ii) the amount of available funds on the Cards; (iii) advertisements, promotions or oral or written

statements related to the Cards, goods or services purchased with the Cards; (iv) the benefits and services related to the Cards; and (v) your enrollment for any Card. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in that court; any appeals from that court shall be pursued only in arbitration. As used in this Arbitration Provision, the terms “we” and “us” shall for all purposes mean the Bank, the Program Manager, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns; and all of their agents, employees, directors and representatives. In addition, “we” or “us” shall include any third party using or providing any product, service or benefit in connection with any Cards (including, but not limited to merchants who accept the Card, third parties who use or provide services, 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 us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms “you” or “yours” shall mean all persons or entities approved by us to have and/or use a Card, including but not limited to all persons or entities contractually obligated under any of the Agreements and all additional cardholders.

(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 Arbitration Provision 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. Claims shall be referred to either Judicial Arbitration and Mediation Services (“JAMS”) or the American Arbitration Association (“AAA”), as selected by the party electing to use arbitration. If a selection by us of one 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 arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at [www.jamsadr.com](http://www.jamsadr.com); and (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at [www.adr.org](http://www.adr.org).

(c) Significance of Arbitration: IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF JAMS OR AAA, AS APPLICABLE (THE “CODE”). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR SHALL NOT CONDUCT A CLASS ARBITRATION OR A JOINT ARBITRATION EXCEPT AS SET FORTH BELOW. THE ARBITRATOR’S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

(d) Restrictions on Arbitration: If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority 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 the general public, other Cardholders or other persons similarly situated. The arbitrator’s authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator’s authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties. This section of this Arbitration Provision is the “Class Action Waiver.”

(e) Location of Arbitration/Payment of Fees: Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to your billing address and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

(f) Arbitration Procedures: This Arbitration Provision 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 (the “FAA”). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this arbitration



Provision shall control if it is inconsistent with 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 and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the request party, within 15 days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within 20 days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have 30 days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Code and issue its decision within 120 days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

(g) Public Injunctive Relief: If a Claim is brought seeking public injunctive relief and a court determines that

the restrictions in the Class Action Waiver and/or elsewhere in this Arbitration Provision prohibiting the arbitrator from awarding relief on behalf of third parties are unenforceable with respect to such Claim (and that determination becomes final after all appeals have been exhausted), the Claim for public injunctive relief will be determined in court and any individual Claims seeking monetary relief will be arbitrated. In such a case the parties will request that the court stay the Claim for public injunctive relief until the arbitration award pertaining to individual relief has been entered in court. In no event will a Claim for public injunctive relief be arbitrated.

(h) No Preclusive Effect: No arbitration award involving the parties will have any preclusive effect as to issues or claims in any dispute involving anyone who is not a party to the arbitration, nor will an arbitration award in prior disputes involving other parties have preclusive effect in an arbitration between the parties to this Arbitration Provision.

(i) Continuation: This Arbitration Provision shall survive termination of your Card as well as voluntary payment of the debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

## **29. Consent to Electronic Signature and Communications.**

The Business agrees and its intent is to electronically sign this document. The person signing on behalf of the Business understands that his or her electronic signature is valid. The Business consents to receive communications about the Card Account and any Cards in electronic format and agrees that the Bank may discontinue sending paper communications. Failure to consent will result in a declined application for B4B Payments Business Prepaid Visa Card.

All Communications that we provide to you in electronic form will be provided either (1) by access to a web site that we will designate in an e-mail notice we send to you at the time the information is available, or (2) by posting such communications at [www.B4BPayments.com](http://www.B4BPayments.com).

It is the Business' responsibility to provide us with your true, accurate and complete e-mail address (if the Business has elected to receive e-mail messages from us), the Business' contact information, and other information related to this consent and the Card Accounts, and to maintain and update promptly any changes in this information. The Business can update information (such as its e-mail address) through [www.B4BPayments.com](http://www.B4BPayments.com) or by calling the number on the back of your Card or 1-833-852-1356.

We reserve the right, in our sole discretion, to discontinue the provision of your electronic communications, or to terminate or change the terms and conditions on which we provide electronic communications. We will provide you with notice of any such termination or change as required by law.



## FACTS

### WHAT DOES METROPOLITAN COMMERCIAL BANK DO WITH YOUR PERSONAL INFORMATION?

<b>Why?</b>	Financial companies choose how they share your personal information. Federal law gives consumers the right to limit some but not all sharing. Federal law also requires us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand what we do.
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<b>What?</b>	<p>The types of personal information we collect and share depend on the product or service you have with us. This information can include:</p> <ul style="list-style-type: none"> <li>▪ Social Security number</li> <li>▪ Account balances</li> <li>▪ Transaction history</li> <li>▪ Account transactions</li> <li>▪ Checking account information</li> <li>▪ Wire transfer instructions</li> </ul> <p>When you are <i>no longer</i> our customer, we continue to share your information as described in this notice.</p>
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<b>How?</b>	All financial companies need to share customers' personal information to run their everyday business. In the section below, we list the reasons financial companies can share their customers' personal information; the reasons Metropolitan Commercial Bank chooses to share; and whether you can limit this sharing.
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Reasons we can share your personal information	Does Metropolitan Commercial Bank share?	Can you limit this sharing?
<b>For our everyday business purposes –</b> such as to process your transactions, maintain your account(s), respond to court orders and legal investigations, or report to credit bureaus	Yes	No
<b>For our marketing purposes –</b> to offer our products and services to you	Yes	No
<b>For joint marketing with other financial companies</b>	Yes	No
<b>For our affiliates' everyday business purposes –</b> Information about your transactions and experiences	No	We don't share
<b>For our affiliates' everyday business purposes –</b> Information about your creditworthiness	No	We don't share
<b>For nonaffiliates to market to you</b>	No	We don't share

<b>Questions?</b>	Call 1-866-363-8226 or go to <a href="http://www.mcbankny.com">www.mcbankny.com</a>
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What we do	
How does Metropolitan Commercial Bank protect my personal information?	<p>To protect your personal information from unauthorized access and use, we use security measures that comply with federal law. These measures include computer safeguards and secured files and buildings.</p> <p>We also maintain other physical, electronic and procedural safeguards to protect this information and we limit access to information to those employees for whom access is appropriate.</p>
How does Metropolitan Commercial Bank collect my personal information?	<p>We collect your personal information, for example, when you</p> <ul style="list-style-type: none"> <li>▪ Open an account or give us your contact information</li> <li>▪ Apply for financing or show your driver's license</li> <li>▪ Provide account information</li> </ul> <p>We also collect your personal information from others, such as credit bureaus, affiliates, or other companies.</p>
Why can't I limit all sharing?	<p>Federal law gives you the right to limit only</p> <ul style="list-style-type: none"> <li>▪ sharing for affiliates' everyday business purposes – information about your creditworthiness</li> <li>▪ affiliates from using your information to market to you</li> <li>▪ sharing for nonaffiliates to market to you</li> </ul> <p>State laws and individual companies may give you additional rights to limit sharing. See below for more on your rights under state law.</p>

Definitions	
Affiliates	<p>Companies related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>Metropolitan Commercial Bank does not share with our affiliates.</i></li> </ul>
Nonaffiliates	<p>Companies not related by common ownership or control. They can be financial and nonfinancial companies.</p> <ul style="list-style-type: none"> <li>▪ <i>Metropolitan Commercial Bank does not share with nonaffiliates so they can market to you.</i></li> </ul>
Joint marketing	<p>A formal agreement between nonaffiliated financial companies that together market financial products or services to you.</p> <ul style="list-style-type: none"> <li>▪ <i>Our joint marketing partners include credit card account companies.</i></li> </ul>

#### Other important information

**For Alaska, Illinois, Maryland, and North Dakota Customers.** We will not share personal information with nonaffiliates either for them to market to you or for joint marketing without your authorization.

**For California Customers.** We will not share personal information with nonaffiliates either for them to market to you or for joint marketing without your authorization. We will also limit our sharing of personal information about you with our affiliates to comply with all California privacy laws that apply to us. Further, we may collect personally identifiable information about you through our website, including but not limited to your first and last name, home address, e-mail address, telephone number, or any other identifier that permits the physical or online contacting of a specific individual. If we change our privacy policy for our website, you will be notified as required by law.

**For Massachusetts, Mississippi, and New Jersey Customers.** We will not share personal information from deposit or share relationships with nonaffiliates either for them to market to you or for joint marketing without your authorization.

**For Vermont Customers.**

- We will not disclose information about your creditworthiness to our affiliates and will not disclose your personal information, financial information, credit report, or health information to nonaffiliated third parties to market to you other than as permitted by Vermont law, unless you authorize us to make those disclosures.
- Additional information concerning our privacy policies can be found at [www.mcbankny.com](http://www.mcbankny.com) or call 1-866-363-8226.

**Schedule A**

<b>SCHEDULE OF ALL FEES AND CHARGES FOR B4B Payments Prepaid Visa® Card</b>		
<b>State:</b>		
<b>ALL FEES</b>	<b>AMOUNT</b>	<b>DETAILS</b>
<b>Get started</b>		
Card purchase fee	\$0	Cards will be purchased by the Business and a fee of \$7.75 will be charged to the Business for each card. No fee will be charged to the cardholder under these terms. The fee could be lower based on a) brand treatment b) volume of cards ordered and c) negotiated commercial terms.
<b>Spend money (within the U.S.)</b>		
ATM Withdrawal	\$1.75	The fee per transaction to withdraw cash at an ATM up to the limit permitted in the table in section 7. Additionally, third-party fees may apply if an out-of network ATM is used.
<b>Using your card outside the U.S.</b>		
ATM Withdrawal (int'l)	\$2.50 + 3%	The fee per transaction to withdraw cash at an ATM up to the limit permitted in the table in section 7. A 3% foreign transaction fee is calculated on the amount of funds withdrawn. In addition, a \$2.50 ATM Withdrawal (int'l) Fee is charged. Additionally, third-party fees may apply.
Transaction in Currency other than USD	3%	If you carry out a transaction in any other currency than USD, then this fee will be calculated on the entire transaction value.
<b>Other</b>		
Inactivity Fee	\$0	There is an Inactivity condition that is effective after 90 consecutive days with no transactions. There is a \$3 fee that is charged monthly to the Business. This fee is not charged to the cardholder and there is no fee charged to the cardholder from the inactivity condition.

Register your card for FDIC insurance eligibility and other protections. Your funds will be held at or transferred to Metropolitan Commercial Bank, an FDIC-insured institution. Once there, your funds are insured for the benefit of the Business up to \$250,000 by the FDIC in the event Metropolitan Commercial Bank fails, if specific deposit insurance requirements are met and your card is registered. See [fdic.gov/deposit/deposits/prepaid.html](https://www.fdic.gov/deposit/deposits/prepaid.html) for details.

No overdraft/credit feature.

Contact B4B Payments (USA) Inc. by calling 1-833-852-1356, by mail at B4B Payments (USA) Inc., 40 Washington Street, Suite 150, Wellesley, MA 02481, or visit [www.B4BPayments.com](http://www.B4BPayments.com).

V2, effective 4 August 2023.