



CARDHOLDER AGREEMENT IMPORTANT: PLEASE READ CAREFULLY

Card Services Contact Information:

Write: Customer Support, 400 Spectrum Center Drive Suite 1620 Irvine, CA 92618

Email: support@binji.co

Call: 1-949-899-6288

Cardholder Website: www.binji.co

This Cardholder Agreement (this "Agreement") is between you and Axiom Bank, N.A. ("Axiom Bank") the issuer of your Card. By using the Card, or allowing someone else to use the Card, you agree to the terms of this Agreement. **NOTICE: THIS AGREEMENT REQUIRES ALL DISPUTES TO BE RESOLVED BY WAY OF BINDING INDIVIDUAL ARBITRATION. THE TERMS OF THE ARBITRATION CLAUSE APPEAR AT THE END OF THIS AGREEMENT.** For general information about prepaid accounts, visit cfpb.gov/prepaid.

Definitions. In this Agreement, the words "you" and "your" mean the owner of the Card ("Cardholder"), and any second cardholder. "Bank," "we," "us," and "our" mean Axiom Bank, our successors, affiliates or assignees. QRails, Inc. is the entity managing the Card Program "Program Manager." "Card" means the Binji card issued to you by Axiom Bank.

Charges to Your Card and Receipts. Each time you use your Card to purchase goods or services, you authorize us to charge the amount against the money on your card. You can get a receipt at the time you make a transaction or obtain cash using your Card. However, you may not get a receipt for some smaller transactions.

How to Get Card Balance & Transaction History. Statements in electronic format will be made available free of charge by accessing your Card within the Binji app. You may obtain information about the amount of money you have remaining in your Card account by calling Card Services. This information, along with a 12-month history of account transactions, is also available on-line by accessing your Card account website. You also have the right to obtain a 24-month written history of account transactions by calling or emailing Card Services.

Direct Deposits. Funds from direct deposits will generally be available on the day the Bank receives the transfer. In case of transmission error, or transfer irregularity, your ability to withdraw funds may be delayed. If this occurs, then funds will generally be available within five (5) business days after the transfer. We reserve the right to reject or limit transfers via direct deposit in our sole discretion and may reject or suspend any direct deposit that has identifying information that does not match the identifying information (such as name or Social Security number) that we have on file for you.

How to Close Your Card. Simply spend down the amount on your Card, cut it up and throw it away. You may close your Card at any time by calling the number on the back of your Card.

Limits on the Use of Your Card

Your Obligation for Negative Balances. You must keep enough money on your Card to pay for each transaction. You are responsible for any amount that is charged in excess of your Card balance. If you have a negative balance on your Card, we may deduct the negative balance amount from any current or future funds on this or any other Card you register or maintain.

Load/Reload Limitations. You may not load cash to your Card at any time the funds balance on your Card exceeds \$30,000. We reserve the right to accept or reject any request to reload your Card at our sole discretion. The Card is not interest-bearing.

General Limits on the Use of Your Card. The overall maximum amount of value that can reside on the Card is \$30,000. You are not authorized to conduct transactions that in the aggregate exceed \$5,000 per calendar day. For security reasons, we may limit the amount, number or type of transactions you can make on your Card and any funding or reload of your Card. You may only withdraw up to \$1,025 from an ATM in a single day and \$5,000 per teller transaction, unless otherwise indicated. We may, in our sole discretion, further limit your use of the Card at ATMs, and, in addition to our limits, an ATM owner or operator may impose additional withdrawal limits. The Card is for personal use only. We may refuse to process any transaction that we believe may violate the law or the terms of this Agreement. You agree that you will: (1) not use the Card at unlawful domestic or international gambling web sites, or at payment processors supporting unlawful gambling web sites, or to purchase illegal goods or services; (2) promptly notify us of any loss or theft of the Card; and (3) promptly notify us of the loss, theft, or unauthorized disclosure of any PIN used to access Card funds. We may refuse to issue a Card, refuse to register a Card, refuse to allow you to sign up for a Card, revoke or suspend your Card privileges or cancel your Card with or without cause or notice, other than as required by applicable law. You cannot sell or transfer your Card to anyone else, and it can only be used by you or someone you authorize. If you authorize anyone else to use your Card, you are responsible for all transactions made by that person. You agree not to use or allow others to use an expired, revoked, cancelled, suspended or otherwise invalid Card. We reserve the right to limit or block the use of the Card in foreign countries due to fraud or security concerns or to comply with applicable law.

Money on Your Card May Be Held Until a Transaction is Completed. You do not have the right to stop payment on any purchase transaction originated by use of your Card, other than a Recurring Transaction as described in the Section below titled "Recurring Transactions." When you use your Card to pay for Goods or services, certain merchants may ask us to pre-authorize the transaction in advance and may estimate the final purchase amount. When you use your Card at an ATM or for a teller cash withdrawal transaction, we generally pre-authorize the transaction in advance (including all applicable fees). When we pre-authorize the transaction, we will place a "hold" on your Card's funds for the amount indicated by the merchant, and this transaction will show as "pending" in your transaction history. We also may add an amount for certain merchants to ensure that sufficient funds will be available to cover the final transaction amount (such as to cover a tip at a restaurant). Transactions at certain merchants that pre-authorize high dollar amounts, especially rental car companies and hotels, may cause a "hold" on your available balance for up to 90 days. You will not be able to use the money on your Card that is "on hold." We will release any remaining amount when the transaction finally settles.

Recurring Transactions. If you intend to use your Card for recurring transactions, you should monitor your balance and ensure you have funds available in your Card Account to cover the transactions. "Recurring transactions" are transactions that are authorized in advance by you to be charged to your Card at substantially regular intervals. We are not responsible if a recurring transaction is declined because you have not maintained a sufficient balance in your Card Account to cover the recurring transaction. If these recurring transactions may vary in amount, the person you are going to pay should tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.) If your Card was obtained through your employer or you receive electronic deposits of federal payments to your Card: If you have told us in advance to make regular payments (i.e., recurring transactions) from your Card Account, you can stop the payment by notifying us orally via phone or in writing at least three (3) business days before the scheduled date of the transfer. If you call, we also may require you to put your request in writing and get it to us within 14 days after you call. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your direct losses or damages. If you have authorized a merchant to make the recurring transaction, you also should contact the applicable merchant in order to stop the recurring transaction.

Other Rights & Obligations Regarding Errors, Unauthorized Transfers, Failure to Make Transfers and Preauthorized Payments

In Case of Errors or Questions About Your Card. Call or write to us as soon as you can, if you think an error has occurred in your Card account. We must allow you to report an error until 60 days after the earlier of: (1) the date you electronically accessed your account, provided the error could be viewed in the electronic history; or (2) the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling or by writing us. When notifying us, you will need to tell us: (1) your name and Card number; (2) why you believe there is an error, and the dollar amount involved; and (3) approximately when the error took place. 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 within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will provide a credit to your Card within 10 business days for the amount you think is in error, so that you will have the use of the value during the time it takes us to complete the investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit the Card.

For errors involving Cards, point-of-sale or foreign initiated transactions, we may take up to 90 days to investigate your complaint or question. We may take up to 20 business days to provisionally credit your Card for the amount you think is in error. We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error resolution procedures, visit the cardholder portal or contact us by call or email.

Your Liability for Unauthorized Transfers. Tell us AT ONCE if you believe your Card or PIN has been lost or stolen, as you could lose all the money on your Card. If you tell us within two business days after you learn of the loss or theft of your Card or PIN, you can lose no more than \$50 if someone used your Card or PIN without your permission. If you do NOT tell us within two business days after you learn of loss or theft of your Card or PIN, and we can prove that we could have stopped someone from using your Card or PIN without your permission if you had told us, you could lose as much as \$500. (Note: If your Card is a MasterCard Card, you will not be liable for the amounts stated above if: your Card is in good standing; you have not reported more than two incidents of unauthorized use in the preceding 12 months; and you have exercised reasonable care in safeguarding your Card from risk of loss or theft. If your Card is a Mastercard Card, you will not be liable for the amount stated above unless we determine that you were grossly negligent or fraudulent in the handling of your Card).

Also, if your online or paper transaction history shows transfers that you did not make, including those made by your Card, PIN or other means, tell us at once. If you do not tell us within 60 days after: (1) you electronically access your Card information online; or (2) we provide you with a written history of your Card transactions, you may not get back any Card value you lost after the 60 days if we can prove that we could have stopped someone from taking the Card value if you had told us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods.

You Must Notify Us of Lost or Stolen Cards/Unauthorized Activity. You agree to notify us of the loss, theft or unauthorized disclosure of any number or PIN that might be used to access Card funds. If you believe the Card has been lost or stolen or that someone has transferred or may transfer value from the Card without authorization, contact us at the address, website or phone number listed above in Card Services Contact Information.

You agree to cooperate reasonably with us and our agents and service providers in our attempts to recover funds from, and to assist in the prosecution of, any unauthorized users of your Card. You agree that any unauthorized use does not include use by a person or merchant to whom you have given authority to use the Card or PIN and that you will be liable for all such uses by such person or merchant.

Our Liability for Failing to Make Transfers. If we do not complete a transaction to or from the Card on time or in the correct amount according to our Agreement with you, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance: (1) if, through no fault of ours, your Card funds are insufficient for the transaction or are unavailable for withdrawal (for example, because they have not been finally collected or are subject to legal process); (2) if the ATM where you are making the transfer does not have enough cash; (3) if a computer system, ATM, or POS terminal was not working properly and you knew about the problem when you started the transaction; (4) if a merchant refuses to honor the Card; (5) if circumstances beyond our control (such as fire, flood, terrorist attack or national emergency) prevent the transaction, despite reasonable precautions that we have taken; (6) if you attempt to use a Card that has not been properly registered or activated; (7) if the Card has been reported as lost or stolen or has been suspended by us, if we have limited or revoked your Card privileges or if we have reason to believe the transaction is not authorized by you; (8) or as otherwise provided in this Agreement.

Other Rights & Terms

Disputes with Merchants. Neither the Bank nor Binji is responsible for the delivery, quality, safety, legality or any other aspect of goods and services that you purchase from others with a Card.

Foreign Transactions. If you conduct a transaction in a currency other than U.S. dollars, the merchant, network or card association that processes the transaction may convert any related debit or credit into U.S. dollars in accordance with its then current policies. MasterCard and Visa currently use a conversion rate that is either: (1) selected from a range of rates available in the wholesale currency markets (note: this rate may be different from the rate the association itself receives), or (2) a government-mandated rate. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to your account. We will impose a charge equal to 3% of the transaction amount (including credits and reversals) for each transaction (U.S. or foreign currency) that you conduct outside the 50 United States and the District of Columbia (including foreign websites).

FDIC Insurance. When you have loaded your Card, Binji will make sure that there are enough funds at the Bank to cover the amount of money credited to your Card. The money credited to your Card will be held in a custodial account at the Bank on your behalf. The amount of money in this custodial account is insured to the maximum limit provided by the FDIC.

Your Representations and Warranties. By setting up the Card, using or authorizing the use of the Card, you represent and warrant to us that you are a U.S. citizen or legal alien residing in one of the 50 states, the District of Columbia or Puerto Rico. You agree that we may monitor and record your telephone and electronic communications with us at any time, without further notice to you or any party to the communication.

Information Given to Third Parties. We may disclose information to third parties about you, the Card, and the transactions on your 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 (e.g., a merchant); (3) in order to comply with government agency or court orders; (4) if you give us consent; (5) to service providers who administer the Card or perform data processing, records management, collections, and other similar services for us, in order that they may perform those services; (6) in order to identify, prevent, investigate or report possible suspicious or illegal activity; (7) in order to issue authorizations for transactions on the Card; and (8) as permitted by our Privacy Policy. Please see our Privacy Policy for further details. We can also disclose information that is not personally identifiable for other purposes.

Notices. We may send notices to you at the last postal address we have on file to you in our records.

Change in Terms. Subject to the limitations of applicable law, we may at any time add to, delete or change the terms of this Agreement by sending you a notice (unless otherwise stated in this Agreement that no notice shall be required). We may not give you notice if we need to make the change immediately to comply with applicable law or to maintain or restore the security of the Card or any related payment system. If any such change becomes permanent and disclosure to you of the change would not jeopardize the security of the Card or any

related payment system, we will provide notice to you within 30 days from the making of the change or as otherwise permitted or required by law. See the paragraph titled "Notices" for information on where we will send any such notices.

Our Business Days. Our business days are Monday through Friday, excluding federal and legal banking holidays.

Governing Law/Jurisdiction. This Agreement will be governed by and interpreted in accordance with Federal law and, to the extent Federal law does not apply, by the laws of the State of Florida.

Entire Agreement; Severability. This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to their subject matter. If any of the terms of this Agreement are invalid, or declared invalid by order of court, change in applicable law, or regulatory authority, the remaining terms of this Agreement shall not be affected, and this Agreement shall be interpreted as if the invalid terms had not been included in this Agreement.

Disclaimer of Warranties. EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, REGARDING THE CARD, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES FOR A PARTICULAR PURPOSE.

Limited Liability. UNLESS 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, EXEMPLARY 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 THE BANK OR BINJI SHALL BE LIMITED TO THE TOTAL AMOUNT LOADED ON THE CARD.

Acknowledgment of Arbitration. Your Card is being made available and priced by the Bank on the basis of your acceptance of the following arbitration clause. By accepting your Card, you acknowledge that you are giving up the right to litigate Claims if either party elects arbitration of the Claims pursuant to this clause, except as otherwise expressly provided herein, and you hereby knowingly and voluntarily waive the right to trial of all Claims subject to this Agreement. You further acknowledge that you have read this arbitration provision carefully, agree to its terms, and are entering into this Agreement voluntarily and not in reliance on any promises or representations whatsoever except those contained in this Agreement.

ARBITRATION NOTICE

THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE. PLEASE READ THIS PROVISION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS.

Arbitration of Claims. Except as expressly provided herein, any claim, dispute or controversy (whether based upon contract; tort, intentional or otherwise; constitution; statute; common law; or equity and whether pre-existing, present or future), including initial claims, counter-claims, cross-claims and third-party claims, arising from or relating to (1) the Card; (2) any service relating to the Card; (3) the marketing of the Card; (4) this Agreement, including the validity, enforceability, interpretation, scope, or application of the Agreement and this arbitration provision (except for the prohibition on class or other non-individual claims, which shall be for a court to decide); and (5) any other agreement or instrument relating to the Card or any such service ("Claim"), shall be decided, upon the election of you or the Bank (or QRails or the Bank's agents, employees, successors, representatives, affiliated companies, or assigns), by binding arbitration. Arbitration replaces the right to litigate a claim in court or to have a jury trial. The American Arbitration Association ("AAA") shall serve as the arbitration administrator. You may obtain copies of the current rules, forms, and instructions for initiating an arbitration with the AM by contacting the AM as follows: on the web at www.adr.org or by writing to AAA at 1633 Broadway, 10th Floor, New York, NY 10019.

Other Claims Subject to Arbitration. In addition to Claims brought by either you or the Bank, Claims made by or against QRails or by or against anyone connected with you or the Bank or claiming through you or the Bank (including a second cardholder, employee, agent, representative, affiliated company, predecessor or successor, heir, assignee, or trustee in bankruptcy) shall be subject to arbitration as described herein.

Exceptions. We agree not to invoke our right to arbitrate any individual Claim you bring in small claims court or an equivalent court so long as the Claim is pending only in that court. This arbitration provision also does not limit or constrain the Bank's right to interplead funds in the event of claims to Card funds by several parties.

Individual Claims Only. Claims may be submitted to arbitration on an individual basis only. Claims subject to this arbitration provision may not be joined or consolidated in arbitration with any Claim of any other person or be arbitrated on a class basis, in a representative capacity on behalf of the general public or on behalf of any other person, unless otherwise agreed to by the parties in writing. However, co-applicants, second cardholders and authorized users of a single Card and/or related cards are considered as one person, and the Bank, its officers, directors, employees, agents, and affiliates are considered as one person.

Arbitration Fees. If you initiate arbitration, the Bank will advance any arbitration fees, including any required deposit. If the Bank initiates or elects arbitration, the Bank will pay the entire amount of the arbitration fees, including any required deposit. The Bank will also be responsible for payment and/or reimbursement of any arbitration fees to the extent that such fees exceed the amount of the filing fees you would have incurred if your Claim had been brought in the state or federal court nearest your residence with jurisdiction over the Claims.

Procedure. A single arbitrator will resolve the Claims. The arbitrator will be a lawyer with at least ten years' experience or who is a former or retired judge. The arbitration shall follow the rules and procedures of the arbitration administrator in effect on the date the arbitration is filed, except when there is a conflict or inconsistency between the rules and procedures of the arbitration administrator and this arbitration provision, in which case this arbitration provision shall govern. Any in-person arbitration hearing for a Claim shall take place within the federal judicial district in which you live or at such other reasonably convenient location as agreed by the parties. The arbitrator shall apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. § 1 et seq. (the "FAA") and shall honor all claims of privilege and confidentiality recognized at law. All statutes of limitations that would otherwise be applicable shall apply to any arbitration proceeding. The arbitrator shall be empowered to grant whatever relief would be available in court under law or in equity. Any appropriate court may enter judgment upon the arbitrator's award. This arbitration provision is made pursuant to a transaction involving interstate commerce and shall be governed by the FAA.

Fee

Fees That May be Charged to Your Card. In addition to the fees listed below, we may offer additional products, services and features from time to time, and the fees for those offerings will be disclosed to you at the time they are offered

List of all fees for Binji Prepaid Card		
All Fees	Amount	Details
Get Started		
Non-Display Card	\$0.00	Automatic upgrade to a Display Card after you spend \$5,000 within 6 months.
Display Card	\$49.00	Credit Card or Debit Card on file will be voided when you spend \$5,000 within 3 months.
Monthly Usage		
Monthly Fee	\$0.00	
Add Money		
Direct Deposit	\$0.00	
Credit Card Load	3% of Load Amount	
Prepaid Card Load	3% of Load Amount	
Debit Card Load	\$0.00	
Display Replacement Card	\$49.00 + shipping	
Non Display Replacement Card	\$0.00	
Spend Money		
Bill Pay (Regular Delivery)	\$0.00	Bill pay available when you log in to your Binji app. Regular bill pay transactions will be completed within 3 business days for electronic payments and within approximately 7 days if we have to mail a paper check to pay your bill.
Get Cash		
ATM Withdrawal (in-network)	\$0.00	"In-network" refers to the MoneyPass ATM Network. Locations can be found at www.moneypass.com/atm-locator.html
ATM Withdrawal (out-of-network)	\$3.00	This is our fee. "Out-of-network" refers to all the 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.
Information		
Customer Service (automated or live agent)	\$0.00	No fee for calling our automated or live agent customer service line, including for balance inquiries.
ATM Balance Inquiry (in-network)	\$0.00	"In-network" refers to the MoneyPass ATM Network. Locations can be found at www.moneypass.com/atm-locator.html

ATM Balance Inquiry (out-of-network)	\$0.00	This is our fee. "Out-of-network" refers to all the ATMs outside of the MoneyPass ATM Network. You may also be charged a fee by the ATM operator.
Using your card outside the US		
International Transaction	\$0.00	Of the US dollar amount of each transaction. Third party fees and rates may apply.

Other		
Inactivity	\$0.00	You will be charged \$0.00 each month after you have not completed a transaction using your card for 6 months.
<p>Register your card for FDIC insurance eligibility and other protections. Your funds will be held at or transferred to Axiom Bank N.A., an FDIC- insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event Axiom Bank fails, if specific deposit insurance requirements are met and your card is registered. See fdic.gov/deposits/prepaid.html for details.</p> <p>No overdraft/credit feature. Contact QRails, Inc. by calling 1-877-573-3777, by mail at 4600 S, Ulster St. Denver, CO 80237, or visit www.qrails.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</p>		

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 person who obtains a Card. What this means for you: When you apply for a Card, we will ask for your name, address, date of birth, social security number or country identification number, and other information that will allow us to identify you. We also may ask to see your driver's license or other documentation bearing your photo as verification of your identity. By participating in the Card program, you warrant factual representation of the required information is 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 falsify, misrepresent, or fail to provide requested information, we may cancel your Card. In addition, funds tied to suspected illicit or illegal activity may be subject to both internal and potentially federal investigation. We reserve the right to restrict or delay your access to any such funds.