

PayQuicker Prepaid Visa® Cardholder Agreement

CUSTOMER SERVICE CONTACT INFORMATION:

Address: 400 Linden Oaks, Suite 320, Rochester, NY 14625

Website: www.payquicker.com

Phone Number: UNITED STATES, CANADA and PUERTO RICO: 1 (866) 400 2712 or 1-585-507-4604

Please see our website www.payquicker.com/contact to find additional local numbers for cardholders located outside of the USA

IMPORTANT NOTICES:

- (1) THIS CARD IS ESTABLISHED FOR BUSINESS OR COMMERCIAL PURPOSES, AND NOT INTENDED FOR ANY PERSONAL, FAMILY, OR HOUSEHOLD USE.
- (2) PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.
- (3) ALWAYS KNOW THE EXACT DOLLAR AMOUNT AVAILABLE IN THE CARD ACCOUNT. MERCHANTS MAY NOT HAVE ACCESS TO DETERMINE THE ACCOUNT BALANCE. TO FIND OUT WAYS YOU CAN FIND YOUR ACCOUNT BALANCE, CONTACT CUSTOMER SERVICE.
- (4) BY USING THE CARD, YOU AGREE TO THESE TERMS OF USE. IF YOU DO NOT AGREE TO THESE TERMS, CALL CUSTOMER SERVICE TO CLOSE THE CARD ACCOUNT.

This Cardholder Agreement (“**Agreement**”) sets forth the terms and conditions under which the PayQuicker Visa Prepaid Card has been issued. In this Agreement, “**Card**” means the PayQuicker Visa Prepaid Card issued to you by Pathward®, National Association,. “**You**” and “**your**” means the person, persons, or incorporated entity who has received and is authorized to use the Card for business purposes as provided for in this Agreement. “**We**,” “**us**,” and “**our**” mean collectively, Pathward, a federally chartered savings bank, member FDIC, and its divisions, successors, affiliates or assignees, and also includes, unless otherwise indicated, our Program Manager. “**Program Manager**” refers to PayQuicker, LLC, who performs certain services related to your Card on our behalf. “**Corporate Sponsor**” means the business entity funding the Card who has the authority to place funds in the Card account. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference.

1. FEES

Sign into your account and click the “fees” link at the bottom of any page to check your fees.

ATM Fees: When you use an ATM, a fee may be charged by the ATM operator or any network used to complete the transaction (and a fee may be charged for a balance inquiry even if you do not complete a fund transfer).

2. ABOUT THE CARD

Your Card is a prepaid card, which allows you to access funds loaded to the Card account. This Card has been issued for business-related purposes such as loading funds collected from your customers, receiving payments from the Corporate Sponsor, and spending the funds you earn for business use such as purchasing more product, paying business-related bills, or paying yourself or your employees (if applicable). In order to make personal, family, or household purchases, you can transfer or withdraw funds from your Card to a separate personal account. In the event we believe a Card is used for consumer purposes, we may close your Card account and cancel all Cards. The Card does not constitute a checking or savings account and is not connected in any way to any other account you may have. The Card is not a gift card, nor is it intended to be used for gifting purposes. The Card is not a credit card. We may close the Card or refuse to process any transaction that we believe may violate this Agreement or represents illegal or fraudulent activity. The funds in the Card account are held in a custodial account with us on your company's behalf, and are insured by the Federal Deposit Insurance Corporation (“FDIC”), subject to applicable limitations and restrictions of such insurance.

3. GETTING STARTED

Important information for opening a card: To help the federal government fight the funding of terrorism and money laundering activities, the USA PATRIOT Act requires all financial institutions and their third parties to obtain, verify, and record information that identifies each person who opens a Card.

What this means for you: When you open a Card, we will ask for your name, street address, date of birth, corporate charter, and other information that will allow us to identify you. We may also ask to see a copy of your driver's license or other documents at any time. We may limit your ability to use the Card or certain Card features until we have been able to successfully verify your identity.

Eligibility and Activation: To be eligible to use and activate this Card, you represent and warrant to us that: (i) you are at least 18 years of age; (ii) the personal information that you have provided to us is true, correct and complete; (iii) you have read this Agreement and agree to be bound by and comply with its terms.

4. USING THE CARD

a. Accessing Funds and Limitations

Funds may be added to your Card account, called “loading,” by automated Clearing House (“ACH”) loads (e.g., direct deposit). Please see the “Limits” section below for load and balance limitations. Each load may be subject to a fee pursuant to the fee table. We will reject any loads that exceed the maximum balance allowed on the Card. There are also maximum load restrictions we may place on the Card when aggregated with any other Cards you have with us. If you arrange to have funds transferred directly to your Card account from a third party through an ACH load, you must enroll with the third party by providing the bank routing number and direct deposit account number that we provide you. You agree to present the Card and meet identification requirements to complete load transactions as may be required from time to time.

For security reasons, we may limit the amount or number of transactions you can make with the Card. We may refuse to process any transaction that may violate this Agreement. Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and applicable fees. If you use your Card number without presenting your Card (such as for an internet transaction, a mail order or a telephone purchase), the legal effect will be the same as if you used the Card itself. You may use your Card to purchase or lease

goods or services wherever your Card is honored as long as you do not exceed the value available in your Card account.

Your Card can also be used to:

- (1) withdraw cash from your Card account (via a plastic card you may order).
- (2) transfer funds between your Card and Corporate Sponsor accounts.
- (3) transfer funds to your bank account, if available.
- (4) Load funds to your Card account via ACH.

You CANNOT use your Card to: (i) exchange your Card for its cash value; (ii) perform any illegal transactions; (iii) use the bank routing number and account number to make a debit transaction with any item processed as a check (these debits will be declined and your payment will not be processed); or (iv) make regular transactions for personal, family, or household use. In addition, YOU ARE NOT PERMITTED TO EXCEED THE AVAILABLE AMOUNT IN YOUR CARD ACCOUNT THROUGH AN INDIVIDUAL TRANSACTION OR A SERIES OF TRANSACTIONS. Nevertheless, if a transaction exceeds the balance of the funds available in your Card account, you will remain fully liable to us for the amount of the transaction and agree to pay us promptly for the negative balance. If your Card has a negative balance, any deposits will be used to offset the negative balance. We may also use any deposit or balance on another Card you have with us to offset a negative balance on this Card.

Split Transactions: If you do not have enough funds available in your Card account, you may be able to instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with another form of payment. These are called "split transactions." Some merchants do not allow cardholders to split transactions or will only allow you to do a split transaction if you pay the remaining amount in cash.

b. Limits

Load, Withdrawal and Spend Limits*	
Load Limitations	Limit
Maximum Card balance at any time	\$10,000.00 **
Maximum ACH Credit (direct deposit per load)	Maximum of \$10,000.00 per transaction, maximum \$10,000.00 per day
Minimum ACH Credit (direct deposit per load)	\$0.01 per transaction
Withdrawal Limitations	Limit
ATM Withdrawals (Domestic)	Maximum of \$500.00 per transaction, \$1,000.00 per day, no more than two (2) transactions per day
ATM Withdrawals (International)	Maximum of \$500.00 per transaction, \$1,000.00 per day, no more than two (2) transactions per day.
Bank Teller Cash Withdrawal	Maximum of \$1,000.00 per transaction, no more than one (1) transaction per day.
Cash Back at Point of Sale	Maximum of \$1,000 per transaction, Maximum of \$1,000 per day. No more than two (2) transactions per day.
Spend Limitations	Limit
Point of Sale Signature/PIN	Maximum of \$2,500 per transaction, Maximum of \$2,500 per day. No more than thirty (30) transactions per day.
* Third parties may impose additional limitations.	
** Limits may be adjusted based on volume requirements.	

c. Foreign Transactions

If you obtain your funds (or make a purchase) in a currency or country other than the currency or country in which your Card was issued ("Foreign Transaction"), the amount deducted from your funds will be converted by the network or card association that processes the transaction into an amount in the currency of your Card. The rate they choose is either: (i) selected from the range of rates available in wholesale currency markets (which may vary from the rate the association itself receives), or (ii) the government-mandated rate in effect for the applicable central processing date. The conversion rate selected by the network is independent of any fee that we charge as compensation for our services. You will be charged a fee for Foreign Transactions in U.S. dollars as disclosed in the fee schedule. If the Foreign Transaction results in a credit due to a return, we will not refund any fee that may have been charged on your original purchase.

d. Authorization Holds

With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), your Card may be "preauthorized" for an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. During this time, you will not have access to preauthorized amounts. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds.

e. Receipts

You may be able to get a receipt at the time you make any transfer to or from your account using an ATM or point-of-sale terminals. You may need a receipt in order to verify a transaction with us, the Corporate Sponsor, or the merchant.

5. ADDITIONAL TERMS OF THE AGREEMENT

a. Personal Identification Number ("PIN")

You will receive a Personalized Identification Number ("PIN") during enrollment. You should not write or keep the PIN with the Card. Never share the PIN with anyone and do not enter the PIN into any terminal that appears to be modified or suspicious. If you believe that there has been unauthorized access to the PIN, you should advise us immediately, following the procedures in the section labeled "Unauthorized Transactions."

b. Returns and Refunds

If you are entitled to a refund for any reason for goods or services purchased with the Card, the return and refund will be handled by the merchant. If the merchant credits the Card account, the credit may not be immediately available. While merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit transaction and the refund may not be available for a

number of days after the date the refund transaction occurs. We and the Corporate Sponsor are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with the Account.

c. Authorized Users

If you allow another person to use the Card, you will be responsible under this Agreement for all transactions made by that person, regardless of whether you intended to be responsible for all of them, as well as all associated fees and charges, even if any of those transactions, fees or charges caused your balance to go negative.

d. Card Replacement and Expiration

Although your Card may have an expiration date, the funds in your Card account will not expire. To replace a lost, damaged, or stolen Card, you will need to contact Customer Service. Expired cards are automatically replaced. We will charge a fee as noted in the fee table above (subject to applicable law) for any lost/stolen Card, which will be deducted from the balance on the Card. A reissued Card may take up to 30 days to process.

e. Communications

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

6. UNAUTHORIZED TRANSACTIONS

If you believe your Card has been lost or stolen or an unauthorized transaction has been made using the information from your Card without your permission, contact Customer Service IMMEDIATELY. We will ask for the Card number and other identifying details. **We may not be able to assist you if you do not have the Card number.** We may not be able to assist you if you do not contact us within 60 days of the unauthorized transaction.

7. NO WARRANTIES AND LIMITATION OF LIABILITY

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services purchased with a Card or using the Card Account. Further, we will not be liable:

- (1) If, through no fault of ours, you do not have enough funds available in your Card account to complete the transaction;
- (2) If a merchant refuses to accept your Card;
- (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 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 we have reason to believe the requested transaction is unauthorized;
- (8) If circumstances beyond our control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- (9) For any other exception stated in our Agreement with you.

8. LEGAL NOTICES

a. English Language Controls

Translations of this Agreement that may have been provided are for your convenience only and may not accurately reflect the original English meaning. The meanings of terms, conditions, and representations herein are subject to definitions and interpretations in the English language.

b. Account Closure

You may close your Card at any time by contacting Customer Service. Your request for Card closure will not affect any of our rights or your obligations arising under this Agreement prior to the request. Should your Card account be closed, we will issue you a credit for any unpaid balances, subject to fees as disclosed in the fee schedule. We reserve the right to close your Card account should you complete or attempt to complete any of the prohibited actions in this Agreement.

c. Assignability

You may not assign or transfer your Card or your obligations under this Agreement. We may, however, transfer or assign our rights under this Agreement, including any balances in your Card account. If we assign our rights, you will get a notification from us.

d. Legal Process

Regardless of where or how we are served, we will comply with any state or federal legal process, including, without limitation, any writ of attachment, adverse claim, execution, garnishment, tax levy, restraining order, subpoena or warrant we believe to be valid relating to you or your Card. You agree that we will honor legal process that is served personally, by mail, or by facsimile transmission at any of our offices (including locations other than where the funds, records or property sought is held), even if the law requires personal delivery at the office where your Card account records are maintained. You agree that we will have no liability to you for honoring any such legal process. You also agree that we will have no obligation to assert on your behalf any applicable exemptions to execution or attachment under any applicable state or federal law. We will enforce a right of security interest against any of your Card accounts in order to reimburse us for our fees and expenses, including attorneys' fees, court costs and expenses, in complying with legal process. We may refuse to permit withdrawals or transfers from your account until such legal process is satisfied or dismissed, even if such action results in insufficient funds to satisfy an obligation you may have incurred. We may deduct such expenses from your Card account or any other account you may have with us without prior notice to you, or we may bill you directly for such expenses and fees. You agree to release and indemnify, defend and hold us harmless from all actions, claims, liabilities, losses, costs and damages including, without limitation, attorneys' fees, associated with our compliance with any legal process. When we receive an order instructing us to restrict access to funds in a Card account, we may remove the funds from the account and maintain them separately.

e. Other Terms

You will be notified of any change to this Agreement in the manner required by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We do not waive our rights by delaying or failing to exercise them at any time (for example, assessing a fee less than described, or not all, for any reason does not waive our right to begin charging the fee as set forth in this Agreement without notice). If any provision of this Agreement is determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement will not be affected. This Agreement will be governed by the law of the state of South Dakota except to the extent governed by federal law. Should your Card have a remaining balance after a certain period of inactivity, we may be required to remit the remaining funds to the appropriate state agency.

9. PRIVACY

We may provide information to our employees, auditors, affiliates, service providers, or attorneys as needed, or to any third party if you give us your written permission. We may also collect: (1) Information about purchases made with the Card, such as date of purchase, amount and place of purchase; (2) Information you provide to us when you register a Card, or for replacement Cards, or when you contact us with customer service issues, such as name, address, phone number.

We may also disclose information about your Card or the transactions you make to third parties in order to: (1) complete transactions; (2) verify the existence and condition of your Card for a third party, such as merchant; (3) provide customer services; (4) process claims for lost or stolen Cards; (5) help protect against fraud and to conduct research and analysis; or (5) comply with government agency or court orders, or other legal reporting requirements.

10. JURY TRIAL WAIVER AND ARBITRATION

a. Jury Trial Waiver: To the extent permitted by law, you and we knowingly and voluntarily waive any right to trial by jury in the event of litigation arising out of or related to this Agreement. This Jury Trial Waiver does not modify in any fashion the Arbitration Clause set forth in the following section, which contains its own jury trial waiver.

b. Arbitration Clause: You can opt out of this Arbitration Clause within 60 calendar days from the earlier of purchasing, activating, or using the Card. You must send the opt out notice in writing to Pathward, N.A., Attn: Customer Service, 5501 S Broadband Ln, Sioux Falls, SD 57108 ("Notice Address"). This Arbitration Clause governs any dispute arising under or related to this Agreement, aside from the validity and coverage of this Arbitration Clause. Arbitrations will be conducted under the rules of the American Arbitration Association, or such other arbitration administrator as agreed to by both parties. Arbitration may be brought by you or us, and we will not demand arbitration if you bring an individual action in small claims court. In addition to the Jury Trial Waiver above, you also waive your rights to be a class member or bring suit in a class action or class arbitration. In order to commence an arbitration, the party bringing the dispute must send the notice and complaint in writing to the Notice Address. After receiving notice, the other party has 30 days to attempt to resolve the issue before a suit or arbitration commences. We will pay all costs associated with administering an arbitration brought by you in good faith, if you cannot get a waiver and ask us to pay. Further, we will pay legal fees and costs if you win or as required by law or the arbitrator. This Arbitration Clause will stay in force if your Card is closed or we assign our rights under this Agreement. This Arbitration Clause and any rights to appeal or requests for information will be governed by the Federal Arbitration Act and the rules of the arbitrator.

Prepaid card is issued by Pathward, National Association, Member FDIC, pursuant to a license from Visa U.S.A. Inc.

PATHWARD E.U. PRIVACY STATEMENT

Effective Date: 05/09/2023

Pathward (“**Pathward**” or “**we**”) adopted this Pathward E.U. Privacy Statement (“**E.U. Privacy Statement**”) to reflect our commitment to protecting personal privacy.

11. WHEN THIS E.U. PRIVACY STATEMENT APPLIES

This E.U. Privacy Statement is in addition to our general Privacy Policy and applies to the personal data of residents of and other individuals in the European Economic Area (“**EEA Residents**”) who are protected by the EU’s General Data Protection Regulation (“**GDPR**”). If you are not an EEA Resident, then the terms of this E.U. Privacy Statement do not apply to you. If this E.U. Privacy Statement and our general Privacy Policy conflict or are inconsistent, then our general Privacy Policy applies to the extent of the conflict or inconsistency.

When we refer to “**personal data**” in this E.U. Privacy Statement, we mean information that directly or indirectly identifies an EEA Resident.

To the extent you arrived at our products or services through our service provider’s website: This policy only applies with respect to information you submit or we collect to offer our product or service, and the provisions regarding automatic collection of data through cookies and similar technologies by our service providers do not apply. The collection of any information, whether actively or passively that is done on the service provider website outside of our product page is governed by the privacy notice of the service provider website. We do not get any of this information and do not have any control over how the service provider website processes it.

12. DATA CONTROLLER

Pathward is the data controller for the personal data that is provided to us or that we or our service providers collect from or about EEA Residents and is used in connection with the provision of our products and services. With respect to data collected by a service provider outside of the enrollment or account center page – the service provider is the data controller for personal data, and we do not have any access to such data.

13. PERSONAL DATA WE COLLECT AND HOW WE COLLECT IT

The personal data we collect depends on our relationship with you.

Personal data you give us in order to use our services or products: The types of personal data we collect depends on the product or service you have with us. In order to be able to provide you with our products and services, we may require that you provide us with: your name, government issued identification number, date of birth, street address and email address. This information is necessary for the provision of the product or service. In the course of your use of our product and services, we also collect account transaction information. We also may collect feedback, questions and information that you provide to us when you call or write for customer service.

When you use our website: If you use one of our websites, we collect information about which features you use, how you use them and how you access the website. Some of this information is collected through cookies and other data collection technology.

- **Registration and use information:** we collect Personal Data when you apply for a PayQuicker account or if you otherwise use our platform, website, or phone application to send or receive funds. This registration and use information may include:
 - Consumer Identity Information –your name or aliases, physical address, phone number, email address, date of birth, gender, social security number or other tax identification number, photo identification, selfie, or video authorization, or any other information you choose to provide;
 - Business Identity Information –entity legal name or aliases / “doing business as” names, physical address, phone number, entity type, industry, organizational documents (e.g. articles of incorporation), employer identification number, or other information relating to your authorized signors or beneficial owners;

- Bank Account Information –account and routing details and your username, passwords, and any security questions and answers associated with your linked Bank Account(s).
- **Transaction Information:** As you use your PayQuicker account, or otherwise send or receive funds through our or our Corporate Clients and Partners websites or applications, we collect Personal Data in connection with each transaction, including transaction time, transaction amount and currency, and details relating to the sender or receiver of funds. We may also collect receipts, contracts, photos, memos or other information relating to your transactions.
- **Corporate Client and Partner Information:** When you communicate with us or our Corporate Client and Partners about these services, we may collect this information.
- **Customer Support:** Information you provide to our customer support may be collected in order to provide Services or assistance requested by you.
- **Digital identity information:** Your access to the Services is primarily limited to your internet connected devices. As a result, we may collect some Personal Data relating to your digital identity such as that includes an IP address, your device “fingerprint” (e.g. hardware model, operating system and version, unique device identifiers and mobile network information), browser type, pages visited on our website and pages visited before visiting our website.
- **Third party sources:** When you create a PayQuicker Account or otherwise send or receive funds through PayQuicker or our Corporate Client’s and Partner’s websites or phone applications, we may collect information, including Personal Data, about you from non-affiliated third party service providers in order to verify your identity and to prevent fraud, and provide our Services to you, including information relating to your location, phone number, email address, prior addresses and names, or information made available through a bank account you link to our Services (e.g. account balances, transaction details, identity related information and your contact details associated with the account).
- **Publicly shared information:** Additionally, we may collect information you share publicly on your social media accounts. If you do not wish to share this information publicly on your social media accounts, you should adjust your privacy settings with the site.

While not all of the Personal Data described above is necessary to use our Services, if you opt out of sharing some of this information, this may affect your ability to use your PayQuicker account or other services offered by us or our Corporate Clients and Partners.

- **With your consent:** We may from time ask you for your consent to collect personal data that is not described in this E.U. Privacy Statement. You may revoke your consent at any time.

14. COOKIES AND OTHER DATA COLLECTION TECHNOLOGY

For cookies and other data collection practices regarding your PayQuicker-serviced account, please reference PayQuicker, LLC’s Cookie policy at: <https://payquicker.com/cookie-policy>

How does Pathward use cookies and other data collection technology?

If you visit our website, we use various technologies to collect information on our services and other websites, and this may include sending cookies to your computer or mobile device. Cookies are small data files stored on your hard drive or in device memory that help us improve our services and your experience, see which areas and features of our services are popular and count visits. While most web browsers are set to accept cookies by default, if you prefer, you can usually choose to set your browser to remove or reject browser cookies. Please note that if you choose to remove or reject cookies, this could affect the availability and functionality of our website or other services. We may also collect information using web beacons (also known as “tracking pixels”). Web beacons are electronic images that may be used in our Services or emails and help deliver cookies, count visits, understand usage and campaign effectiveness and determine whether an email has been opened and acted upon.

We honor Do Not Track signals and Do Not Track, plant cookies, or use advertising when a Do Not Track (DNT) browser mechanism is in place.

How can you control cookies?

- **Browser settings:** Some web browsers (including some mobile web browsers) provide settings that allow you to control or reject cookies or to alert you when a cookie is placed on your Device. You also may be able to reject mobile device identifiers by activating the appropriate setting on your mobile device. Although you are not required to accept cookies or mobile device identifiers, if you block or reject them, you may not have access to all features.
- **Advertising:** To opt out of interest based advertising or to learn more about the use of this information by our Service Providers you can visit the Network Advertising Initiative (http://www.networkadvertising.org/managing/opt_out.asp) or the Digital Advertising Alliance (<http://www.aboutads.info/choices/>) or <http://www.youronlinechoices.com/uk/your-ad-choices>. If you choose to opt out, we will place an "opt-out cookie" on your computer. The "opt-out cookie" is browser specific and device specific and only lasts until cookies are cleared from your browser or device. The opt-out cookie will not work for some cookies that are important to how our websites and mobile apps work ("essential cookies"). If the cookie is removed or deleted, if you upgrade your browser or if you visit us from a different computer, you will need to return to the links above to re-select your preference.
- **Google Analytics:** See <http://www.google.com/policies/privacy/partners/> for information about how Google uses the information provided to Google Analytics and how you can control the information provided to Google. To prevent your data from being used by Google Analytics, you can download the Google Analytics opt-out browser add-on for Google Analytics which can be found here <https://tools.google.com/dlpage/gaoptout>

14.a.1.1.1 How do we use your information?

Data retention

We retain Personal Data to fulfill our legal or regulatory obligations and for our business purposes. We may retain Personal Data for longer periods than required by law if it is in our legitimate business interests and not prohibited by law. If your Account is closed, we may take steps to mask Personal Data and other information, but we reserve our ability to retain and access the data for so long as required to comply with applicable laws. We will continue to use and disclose such Personal Data in accordance with this Privacy Policy.

Processing of Personal Data

We may act in different roles, either as a data controller or data processor, when processing your Personal Data. In general, a data controller is the person or entity that alone or jointly determines the purposes and means for processing data, and a data processor performs actions with data to carry out a data controller's instructions. In some instances we will be the data processor and in others, we may be the data controller. For example, when we use your Personal Data to perform Services initiated by you or a Corporate Client, we are a data processor. But, for example, if we use Personal Data to market Services to you, we are the data controller.

Process or Processing of data means any method or way that we handle Personal Data or sets of Personal Data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, and consultation, disclosure by transmission, disseminating or otherwise making available, alignment or combination, restriction, erasure or destruction of Personal Data.

We process Personal Data for the following reasons:

- Provide, maintain and improve the PayQuicker Account services, and other Services we offer you with our Corporate Clients and Partners;
- Provide and deliver the products and services you request, process transactions and send you related information, including confirmations;
- Verify your identity and prevent fraud;
- Communicate between our Corporate Clients and Partners (as applicable) in order to provide Services to you;
- Send you technical notices, updates, security alerts and support and administrative messages;
- Respond to your comments, questions and requests and provide customer service;
- Monitor and analyze trends, usage and activities in connection with our Services;
- Personalize and improve the Services based on your usage;

- Link or combine with information we get from others to help understand your needs and provide you with better service; and
- To make automated decisions for user authentication determination, fraud mitigation and security assessment and determination, and location determination to provide location-based services.

14.a.1.1.2 How do we share your Personal Data?

14.a.1.1.2.1 We may disclose any information we collect about current and former customers, including Personal Data, to affiliates and non-affiliated third parties as follows:

- With financial institutions and financial services providers, including the Partner that provides banking services in connection with your PayQuicker account;
- With the Corporate Client identified in your PayQuicker account agreement that provides payment and other services to you in connection with your PayQuicker account;
- With non-financial companies, such as identity verification service providers and fraud prevention service providers that use the information to provide services to PayQuicker and other companies;
- With a non-affiliated third-party to access and transmit your personal and financial information from your linked bank account(s). You grant the third-party the right, power, and authority to access and transmit this information according to terms of their privacy policy as separately provided to you; and
- With other non-affiliated companies for our everyday business purposes, such as to process transactions, maintain accounts, respond to court orders and legal investigations or report to credit bureaus. For example, in connection with our everyday business purposes, we may share information about you as follows:
 - In response to a request for information, if we are required by, or we believe disclosure is in accordance with, any applicable law, regulation or legal process;
 - With relevant law enforcement officials or other third parties, such as investigators or auditors, if we believe it is appropriate to investigate fraud;
 - If we believe your actions are inconsistent with the spirit or language of our user agreements or policies, or to protect the rights, property and safety of PayQuicker or others;
 - In connection with, or during negotiations of, any merger, sale of PayQuicker's assets, financing or acquisition of all or a portion of our business to another company; and
 - At your direction.

Aggregated Data: We may also share aggregated or de-identified Information, which cannot reasonably be used to identify you and which does not include Personal Data. For example, we may share certain transaction details such as amounts and zip codes in a pseudo-anonymous fashion to promote security and validity of PayQuicker's services.

Financial crime prevention: We will use your personal information to help decide if your accounts may be being used for fraud or money-laundering. We may detect that an account is being used in ways that fraudsters work or we may notice that an account is being used in a way that is unusual. If we think there is a risk of fraud, we may stop activity on the accounts or refuse access to them. We might also check and share your information with fraud prevention agencies. If fraud is identified or suspected, these agencies may keep a record of that information and we may refuse to provide any services. Law enforcement agencies may access and use this information.

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18. How do we protect your information?

We take commercially reasonable measures to help protect your Personal Data from loss, theft, misuse and unauthorized access, disclosure, alteration and destruction. Additionally, we implement policies designed to protect the confidentiality and security of your Personal Data. Except as detailed herein and as it relates to our Corporate Clients and Partners, we limit access to your Personal Data to employees that have a business reason to know such information, and implement security practices and procedures designed to protect the confidentiality and security of such information and prohibit unlawful disclosure of such information in accordance with our policies.

In addition, our website is scanned on a regular basis for security holes and known vulnerabilities in order to make your visit to our site as safe as possible.

We use regular Malware Scanning. In addition, all sensitive/credit information you supply is encrypted via Secure Socket Layer (SSL) technology.

We implement a variety of security measures when a user enters, submits, or accesses their information to maintain the safety of your information.

All transactions are processed through a gateway provider and are not stored or processed on our servers.

Transfers of Your Personal Data to Other Countries; International Data Transfers

Our operations are supported by a network of computers, cloud-based servers, and other infrastructure and information technology, including, but not limited to, third-party service providers. We and our third-party service providers store and Process your Personal Data in the United States and elsewhere in the world, and in accordance with applicable privacy law.

In connection with the transfer of your Personal Data outside the European Union, we will make such transfer in accord with applicable privacy law, and when applicable, in accord with the contractual, technical, and organizational measures via contractual agreement with such third party.

If you are located in the European Economic Area (“EEA”) or Switzerland, we comply with applicable laws to provide an adequate level of data protection for the transfer of your Personal Data to the US. PayQuicker is certified under the EU-U.S. and the Swiss-U.S. Privacy Shield Framework and adheres to the Privacy Shield Principles. For more, see PayQuicker’s [Privacy Shield Policy](#).

By using our Applications and Services, you consent to your Personal Data being transferred to other countries, including countries that have different data protection rules than your country. We do not represent that our Applications and Services are appropriate or available in any particular jurisdiction.

Your Rights

The General Data Protection Regulation or “GDPR” give certain rights to individuals in relation to their personal data. If the GDPR applies to you or your Personal Data, you have certain rights with respect to that data. These rights include:

- Right of Access – the right to be informed of and request access to the personal data we process about you;
- Right to Rectification – the right to request that we amend or update your personal data where it is inaccurate or incomplete;
- Right to Erasure – the right to request that we delete your personal data;
- Right to Restrict – the right to request that we temporarily or permanently stop processing all or some of your personal data;
- Right to Object -the right, at any time, to object to us processing your personal data on grounds relating to your particular situation; the right to object to your personal data being processed for direct marketing purposes;
- Right to Data Portability – the right to request a copy of your personal data in electronic format and the right to transmit that personal data for use in another party’s service; and
- Right not to be subject to Automated Decision-making – the right to not be subject to a decision based solely on automated decision making, including profiling, where the decision would have a legal effect on you or produce a similarly significant effect.

If you think these rights apply to you, contact us using the information in the CONTACT US section. Further, if the GDPR is applicable to you or your Personal Data and you are unhappy with how we are using your Personal data you can also contact and file a complaint with your local Data Protection Authority.

You may also have the right to make a GDPR complaint to the relevant Supervisory Authority. A list of Supervisory Authorities is available here: http://ec.europa.eu/justice/data-protection/bodies/authorities/index_en.htm. If you need further assistance regarding your rights, please contact us using the contact information provided below and we will consider your request in accordance with applicable law. In some cases our ability to uphold these rights for you may depend upon our obligations to process personal information for security, safety, fraud prevention reasons, compliance with regulatory or legal requirements, or because processing is necessary to deliver the services you have requested. Where this is the case, we will inform you of specific details in response to your request.

19. LINKS TO OTHER SITES

Our website may contain links to other sites that are not operated by us. If you click on a third party link, you will be directed to that third party's site. We strongly advise you to review the Privacy Policy of every site you visit.

We have no control over, and assume no responsibility for the content, privacy policies or practices of any third party sites or Services.

20. CHANGES TO THIS PRIVACY STATEMENT

The effective date of this E.U. Privacy Statement is set forth at the top of this page. We reserve the right to change this E.U. Privacy Statement as business needs require. We will post the changes to this page, and will indicate the date they go into effect. We encourage you to review our website terms, E.U. Privacy Statement, and Privacy Policy to stay informed. If we make changes that materially affect your privacy rights, we will notify you of the changes by posting a prominent notice on our website or using other methods that we select, as required by law. Any amended E.U. Privacy Statement supersedes all previous versions.

21. CONTACT US

If you have any questions about this E.U. Privacy Statement, please contact us at: Pathward, PO Box 91607, Sioux Falls, SD 57109 or 1-866-550-6382.