

**BEWELL PAYFORWARD® VISA® PREPAID CARDHOLDER AGREEMENT IMPORTANT TERMS AND CONDITIONS  
PLEASE READ CAREFULLY**

**Current as of February 1, 2020**

**NOTICE: THIS CARDHOLDER AGREEMENT CONTAINS AN ARBITRATION CLAUSE. PLEASE READ THIS PROVISION CAREFULLY, AS IT AFFECTS YOUR LEGAL RIGHTS. IT PROVIDES THAT ANY CLAIM RELATING TO YOUR ACCOUNT MAY BE RESOLVED BY BINDING ARBITRATION. YOU ARE ENTITLED TO A FAIR HEARING, BUT THE ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT, AND ARBITRATION DECISIONS ARE SUBJECT TO VERY LIMITED REVIEW.**

**CLAIMS MAY BE ARBITRATED ONLY ON AN INDIVIDUAL BASIS. YOU EXPRESSLY WAIVE ANY RIGHT THAT YOU MAY HAVE TO ARBITRATE A CLASS ACTION. IF EITHER PARTY CHOOSES TO ARBITRATE A CLAIM, NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR TO HAVE A JURY TRIAL ON THAT CLAIM, OR TO PARTICIPATE IN A CLASS ACTION OR REPRESENTATIVE ACTION WITH RESPECT TO SUCH CLAIM. THE TERMS OF THE ARBITRATION CLAUSE APPEAR AT THE END OF THIS AGREEMENT.**

This agreement may change from time to time; please visit [BeWellRewards.PayForward.com](http://BeWellRewards.PayForward.com) to view the most recent version.

**1. Terms and Conditions.** By activating the Card, using, or authorizing the use of the Card, you represent and warrant to us and agree that: (i) you are a U.S. citizen or legal alien residing in one of the 50 states or the District of Columbia; (ii) the personal information that you provide to us in connection with the Card is true, correct, and complete; (iii) You agree to appoint Stride Bank, N.A. as your agent to pool your funds, together with funds from other Cardholders and to deposit those funds at one or more FDIC insured banks, and obtain your funds from the pooled funds account(s) in order to transfer your funds as you may direct; and (iv) you received a copy of this Agreement and agree to be bound by and to comply with its terms, including the Arbitration Provision set forth below. This agreement outlines the terms and conditions, governing your use of the BeWell PayForward Visa Prepaid Card (“Card”) issued by Stride Bank, N.A., Member FDIC and supersedes any terms and conditions that you may have previously received (the “Agreement”). **PLEASE READ THIS AGREEMENT CAREFULLY AND KEEP IT FOR FUTURE REFERENCE.**

**2. Definitions.** “Account Number” means the 16 digit number used to identify your Card Account. Our “Business Days” are Monday through Friday excluding certain federal holidays. “Card” means the BeWell PayForward Visa Prepaid Card issued to you: the personalized card that you may receive after you sign up online (your “Personalized Card”). “Card Account” means the records we maintain to account for your available funds and transactions made using your Card. “Card Number” is the 16-digit number embossed on your Card. “You” and “your” mean the person to whom the Card Account is registered and who is authorized to use the Card as provided by this Agreement. “We”, “us”, “our” and “Bank” means Stride Bank, N.A., its successors and assigns. “Servicer” means PayForward, which functions as a Card distributor and servicer on behalf of the Bank. “Unauthorized Use” means that you did not provide, directly, by implication or otherwise, the right to use your Card and you received no benefit from the “unauthorized” purchase. “Enterprise Partner” is the corporate entity that sponsors your participation in the PayForward incentive rewards distribution service. “BeWell Incentive Rewards” means funds that are awarded to you by the PayForward Enterprise Partner for completing prescribed wellness-related activities.

**3. Fee Schedule.** All fees assessed by us are deducted from the available balance in your Card Account. If your Card Account does not have sufficient funds available to cover a fee, the amount of such fee will be deducted from any funds subsequently loaded to your Card Account. The fees that apply to your Card Account are as follows:

<b>All Fees</b>	<b>Amount</b>	<b>Details</b>
<b>Get Started</b>		
Card Issuance	\$0.00	There is no fee charged for obtaining the Prepaid Card.
<b>Monthly Usage</b>		
Monthly Fee	\$0.00	There is no Monthly Maintenance Fee.
<b>Add Money</b>		
BeWell Reward Credits	\$0.00	There is no fee for BeWell Rewards posted to your account.
<b>Spend Money</b>		
POS Purchases	\$0.00	There is no fee for using your card at point-of-sale within the United States.
<b>Get Cash</b>		
ATM Withdrawal	\$3.00	This is our fee. You may also be charged a fee by the ATM operator.
ATM Decline	\$0.50	This is our fee. You may also be charged a fee by the ATM operator.
<b>Information</b>		
Automated & Live Agent Phone Calls	\$0.00	There is no fee for automated service or contact with a live agent.

Email and Text Message Alerts	\$0.00	Standard text messaging rates may apply.
Mobile Application	\$0.00	Standard data rates and service carrier fees may apply.
Mailed Periodic Statement Fee	\$0.00	Statement will be printed and mailed on request each month for no fee.
ATM Balance Inquiry	\$0.50	This is our fee. You may also be charged a fee by the ATM operator.
<b>Using your card outside the U.S.</b>		
Foreign Transaction Fee	N/A	The card cannot be used outside of the United States.
<b>Other</b>		
Inactivity Fee	\$0.00	There is no Inactivity Fee.
Replacement Card	\$0.00	There is no fee to replace lost or stolen cards.
Paper Check Fee	\$10.00	Per paper check requested.

Funds will be held at Stride Bank, N.A., an FDIC-insured institution. Funds are insured up to \$250,000 by the FDIC in the event Stride Bank, N.A. fails, if specific deposit insurance requirements are met. See [fdic.gov/deposit/deposits/prepaid.html](http://fdic.gov/deposit/deposits/prepaid.html) for details.

There are no overdraft/credit features.

Contact PayForward Visa Prepaid Card Member Services by calling 844-944-9273, by email at [Support@PayForward.com](mailto:Support@PayForward.com), by mail at 27200 Tourney Road, Suite 450, Valencia, CA 91355 or visit [BeWellRewards.PayForward.com](http://BeWellRewards.PayForward.com).

For general information about prepaid accounts, visit [cfpb.gov/prepaid](http://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](http://cfpb.gov/complaint).

**4. Prepaid Account Description.** The Card is a reloadable prepaid card that has been issued for rewards purposes. The Card allows you to access funds loaded or deposited to your Card Account on your behalf by PayForward’s Enterprise Partner. Your Card Account 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. You will not receive any interest on the funds in your Card Account. The funds in your Card Account will be insured to the maximum limit provided by the Federal Deposit Insurance Corporation (FDIC) provided we have been able to fully verify your identity. The expiration date of the Card is identified on the front of your Card. Any unused BeWell Incentive Rewards will expire at the end of the Benefit Period. The Benefit Period associated with your Card Account can be identified by visiting [BeWellRewards.PayForward.com](http://BeWellRewards.PayForward.com). The Card is not transferable, may not be returned or sold and, subject to applicable law, may be cancelled, repossessed or revoked at any time without prior notice.

**5. Verification of Identity.** The USA PATRIOT Act is part of a federal law (the Bank Secrecy Act) that requires all financial institutions to obtain, verify and record information that identifies each person who opens a Card Account with a maximum balance that could exceed \$1,000.00 (“Verification Information”). What this means for you: Before your Card Account balance exceeds \$1,000, we will require your name, physical address, date of birth and other information that will allow us to reasonably identify you. We may also ask to see your driver’s license, Social Security card, or other identifying documents at any time. Upon successful verification, you will be able to use your Card via the methods detailed within this Agreement.

**6. Activating and Signing your Card.** Before you can use your Card, you will need to activate it by following the activation instructions accompanying your Card. You should also sign the back of the Card where indicated. Write down the Card Number and the toll-free number on a separate piece of paper in case the Card is lost or stolen. We reserve the right to delay activation and use of the Card for up to twenty-four (24) hours. During activation or any Customer Service call, we may request that you provide the card security code printed on the front and/or back of your Card, as well as additional Verification Information including, but not limited to, your name, your address, home phone number, date of birth, zip code, and a form of identification.

**7. Card Account Access.** Subject to the limitations set forth in this Agreement, once your Card has been successfully activated and your identity verified, you may use your Card, Card Number, or Account Number, as applicable, to facilitate payment services that can include: (1) receiving funds on your Card Account that are added by PayForward’s Enterprise Partner on your behalf (see section below labeled “Adding Funds to Your Card Account”), (2) purchase goods or services wherever Visa debit cards are accepted (see section below labeled “Using Your Card for Purchases”). Some of these services may not be available at all terminals. There may be fees associated with some of these transactions. For fee information, see the Fee Schedule above.

Each time you use the Card, you authorize us to reduce the funds available in your Card Account by the amount of the purchase or withdrawal in addition to any applicable fees, costs or holdings. There is no credit line associated with your Card. This means that at the time of the transaction you must have sufficient funds available in your Card Account to pay for the transaction and any applicable fees and you are never allowed to exceed the available balance in your Card Account. Nevertheless, if you exceed the available balance you shall remain fully liable to us for the amount of the transactions and any applicable fees and charges, and you agree to pay us immediately on demand. We may deduct the negative balance owing from any current or future funds loaded to your Card Account or any other account you activate

or maintain with us. If your Card Account has a zero or negative balance, we may, at our option, cancel your Card Account without notice. You can get a receipt at the time you initiate a transaction and you should retain the receipt to verify your transactions. Some merchants may not provide paper receipts for small dollar transactions.

**8. Limitations on Frequency and Dollar Amounts of Transactions.** We impose certain limitations on the number or dollar amount of transactions you can make with your Card. Detailed at the end of this Agreement is a table of limitations that apply to the Card. For security reasons, we may further limit the number or dollar amount of transactions you can make with your Card. We may increase or decrease these limits from time to time in our sole discretion and, to the extent permitted by applicable law, without prior notice to you.

**9. Adding Funds to Your Card Account.** Adding funds is referred to as “loading”. Subject to the limitations in this Agreement, funds may be loaded to your Card Account at any time by PayForward’s Enterprise Partner. All loads are subject to anti-fraud verification procedures that may delay access to the funds. You agree to present the Card and meet identification requirements to complete load transactions as may be required from time to time. We also reserve the right to reject any requests to load funds to your Card Account in our sole discretion. All loads must be made in U.S. dollars. The maximum amount of funds that may be loaded on a daily and monthly basis is described in the section below entitled “Card Limitations”. You cannot load funds to your Card Account at any ATMs. PayForward will credit your Card Account with BeWell Incentive Rewards provided by PayForward’s Enterprise Partner. You can obtain information on BeWell Incentive Rewards at [BeWellRewards.PayForward.com](http://BeWellRewards.PayForward.com) after you have registered for the BeWell Rewards program.

**10. Personal Identification Number (“PIN”).** You will be asked to create a PIN when you activate your Card. Your PIN is a security feature which will be needed for certain transactions including cash withdrawals and certain purchase transactions. You agree to take reasonable steps to protect the security and confidentiality of your PIN, Card, and any other security information used to access your Card Account, including user names and passwords (collectively “Access Information”). Your PIN identifies you as the proper user of the Card and authorizes transactions that you make with the Card. You should never write your PIN on your Card, do not keep it with your Card, and do not reveal it to any unauthorized person. You should contact us immediately if you believe that anyone has gained unauthorized access to your PIN. You should not reveal the PIN to anyone and you assume full responsibility for any and all PIN transactions. If you believe that your PIN has been stolen and that unauthorized transactions are occurring on your Card, please contact us immediately at the number on the back of your Card so that we may close the Card and issue you a new Card. If you lose or forget your PIN, you may visit our website, mobile app, or call us (see the “Customer Information” section below) to reset your PIN. Our customer service agents cannot access or communicate your current PIN.

**11. Using Your Card for Purchases.** Subject to the limitations set forth in this Agreement, you can use your Card to purchase goods and services everywhere Visa debit cards are accepted. The maximum amount of purchases you may make on a daily and monthly basis is described in the section below entitled “Card Limitations”. If you do not have enough funds available in your Card Account for the entire purchase, you can instruct the merchant to charge part of the purchase to your Card Account and pay the remaining amount with other funds. These are called split transactions and some merchants do not permit them. If you use your Card Number or Account Number without presenting your Card (such as for mail order, telephone or Internet purchases), the legal effect will be the same as if you used the Card itself.

**12. Using Your Card to Get Cash.** You may use your Card and PIN to obtain cash at ATMs displaying the network acceptance marks shown on the back of your card. The maximum amount of cash you may withdraw at an ATM on a daily and monthly basis is described in the section below entitled “Card Limitations”. Merchants, banks and ATM operators may impose additional withdrawal limits. See the Fee Schedule above for information on the fees we assess for transactions at ATMs (including getting cash, balance inquiries, and ATM declines).

**13. Our Liability for Failure to Complete Transactions.** If we do not complete a transfer to or from your Card Account 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:

- If, through no fault of ours, you do not have enough money in your Card Account to make the transfer;
- If the automated teller machine where you are making the transfer does not have enough cash;
- If the electronic terminal where you attempted to make the transaction was not working properly and you knew about the problem when you started the transaction;
- If circumstances beyond our control (such as fire, flood, national emergency or computer or communication failure) prevent the transaction, despite reasonable precautions that we have taken;
- If a merchant refuses to accept your Card;
- If access to your Card has been blocked after you reported your Card or PIN lost or stolen;
- If there is a hold or your funds are subject to legal process or other encumbrance restricting their use;
- If we have reason to believe the requested transaction is unauthorized; or
- as otherwise provided in this Agreement.

**14. Limitations on Use.** We may refuse to process any transaction that we believe may violate the law or the terms of this Agreement. Your transaction may be denied if you (i) 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; (ii) exceed the transaction limitations described in this Agreement, (iii) do not have adequate funds available in your Card Account for the transaction, (iv) do not enter the correct PIN, (v) attempt to make a purchase that originates outside of the United States, (vi) attempt to make a purchase from sellers outside of the United States, or (vii) we otherwise have reason to believe the transaction is fraudulent or not in compliance with the terms of this Agreement. Except as otherwise stated in this Agreement, you do not have the right to stop payment on any purchase or withdrawal originated through your Card.

**15. Merchandise Returns.** PLEASE BE AWARE OF THE MERCHANT'S RETURN POLICIES PRIOR TO COMPLETING THE TRANSACTION. If you wish to return any merchandise purchased with the Card, you will be subject to the merchant's return policies. The Servicer, the Bank, the card network and their affiliates, employees, and agents are not responsible for the services or merchandise purchased with the Card. The Bank is not responsible for the return or exchange of merchandise purchased with the Card. By use of this Card, you, the cardholder, agree that the Bank is not liable for any consequential damages, direct or indirect. Exchange or return of merchandise purchased in whole or in part with the Card is governed by the policies of each merchant and applicable law. If you have a dispute with a merchant, you agree to settle the dispute directly with the Merchant. If the merchant agrees to issue a credit to the Card, such funds may not be available for up to seven (7) business days.

**16. Disclaimer of Warranties.** EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT OR REQUIRED BY LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, WHETHER EXPRESS OR IMPLIED, REGARDING THE CARD OR THE QUALITY, SAFETY OR LEGAL STATUS OF ANY GOODS OR SERVICES PURCHASED WITH THE CARD, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**17. Account Information and Periodic Statements.** You may obtain information about the amount of money you have remaining in your prepaid account by calling 844-944-9273. This information, along with a 12-month history of account transactions, is also available online via the PayForward web site or Mobile Application. You also have the right to obtain at least twenty-four (24) months of written history of account transactions by calling 844-944-9273 or by writing us at 27200 Tourney Road, Suite 450, Valencia, CA 91355. You will not be charged a fee for this information.

**18. Card Security.** This Card may be used without a personal identification number (PIN) to make purchases. Therefore, if you lose your Card, someone will be able to use it. Protect your Card and PIN at all times.

**19. Lost or Stolen Card.** Except as otherwise stated herein, you are responsible for all transactions initiated through the use of your Card, including any PIN-based transactions, any transactions initiated by presenting the Card Number only and any authorized transactions initiated by someone else. If you believe your Card or Access Information has been lost or stolen, call the number or write to the address listed in the "Contact Information" section below. You should also call the number or write to the address listed in the "Contact Information" section below if you believe a transfer has been made using the information from your Card or Access Information without your permission. You also agree to cooperate completely with the Servicer in attempts to recover funds from unauthorized users and to assist in their prosecution.

**20. Your Liability for Unauthorized Transactions.** Tell us AT ONCE if you believe your Card or Access Information has been lost or stolen or if you believe that a transaction has been made without your permission. Your Card can be marked lost or stolen by telephoning us at 844-944-9273. Reporting your card lost or stolen as soon as you are aware it's missing is the best way to minimize your possible losses. You could lose all the money in your Account. If you tell us within two (2) business days after you learn of the loss or theft of your Card or Access Information you can lose no more than \$50 if someone used your Card or Access Information without your permission. If you DO NOT tell us within two (2) business days after you learn of the loss or theft of your Card or Access Information, and we can prove that we could have stopped someone from using your Card or Access Information without your permission if you had told us, you could lose as much as \$500. If your Card is a Visa Card, you will not be liable for the amounts stated above provided that the following preconditions are met: (i) Your Card is in good standing; (ii) You have exercised reasonable care in safeguarding your Card from any Unauthorized Use (e.g. you were not grossly negligent or fraudulent in the handling of your Card); and (iii) You have not reported two or more unauthorized events in the past twelve (12) months. Also, if your online or paper transaction history shows transfers you did not make, including those made by Card, code or other means, tell us at once. If you do not tell us within 60 days from the earlier of: (i) the date you electronically access your Card Account, if the unauthorized transfer could be viewed in your electronic history; or (ii) the date we sent the FIRST written history on which the unauthorized transfer appeared, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. NOTE: Visa Zero Liability covers U.S.-issued cards only; and does not apply to ATM transactions, PIN transactions not processed by Visa, or certain commercial card transactions. Individual provisional credit amounts are provided on a provisional basis and may be withheld, delayed, limited, or rescinded by the Servicer based on factors such as gross negligence or fraud, delay in reporting unauthorized use, investigation and verification of claim and account standing and history. You must notify the Servicer immediately of any unauthorized use. The transaction(s) at issue must be posted to your account before provisional credit may be issued. If Visa Rules are

changed to affect your liability, those changes will become applicable to your transactions under this Agreement upon notice to you as provided by law.

**21. No Warranty of Availability or Interrupted Use.** From time to time, the Card service may be inoperative, and when this happens, you may be unable to use your Card or obtain information about your Card balance. Please notify us immediately if you have any problems using the Card. By use of the Card, you agree and accept that we are not responsible for any interruption of service.

**22. Error Resolution.** In Case of Errors or Questions About Your Prepaid Card Account, telephone us at 844-944-9273, write us at 27200 Tourney Road, Suite 450, Valencia, CA 91355, or email us at [Support@PayForward.com](mailto:Support@PayForward.com) as soon as you can, if you think an error has occurred in your prepaid card account. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or 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 us at 844-944-9273 or writing us at 27200 Tourney Road, Suite 450, Valencia, CA 91355. You will need to tell us:

- Your name and prepaid account number.
- Why you believe there is an error, and the dollar amount involved.
- Approximately when the error took place.

If you tell us orally, we require that you send us your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this,, we will credit your account within ten (10) business days for the amount you think is in error, so that you will have access to the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your account.

For errors involving new accounts or point-of-sale, we may take up to ninety (90) days to investigate your complaint or question. We may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) 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, call us at 844-944-9273, email us at [Support@PayForward.com](mailto:Support@PayForward.com), or write to us at 27200 Tourney Road, Suite 450, Valencia, CA 91355.

**23. Recurring Transactions.** If you intend to use the 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. 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 you have authorized a merchant to make the recurring payment, you should also contact the applicable merchant in order to stop the transaction.

**24. Address or Name Changes.** You are responsible for notifying us of changes in your mailing address, email address or telephone number within two weeks of the change. Any written communications with you will be only by use of the most recent mailing address, email address and telephone number that you provided and you agree that any notice or communication sent to the mailing address, email address or telephone number noted in the account records shall be effective unless a notice is received from you. Failure to promptly notify us of changes in your contact information may result in information being mailed or delivered to the wrong person or your transactions being declined. Any notice given by us shall be deemed given to you if mailed to you at the last U.S. mailing address furnished by you for the Card Account. You agree that we may accept changes of address from the U.S. Postal Service. You also agree that if you attempt to change your address to a non-U.S. address, your Card Account may be cancelled and funds returned to you in accordance with this Agreement.

**25. Unclaimed Property.** If there is no record of Card activity for an extended period of time, applicable state law may require the Bank to report the balance on the Card as unclaimed property. If this occurs, we may try to locate the owner of the Card at the address shown in our records. If we are unable to locate you, we may be required to deliver any value remaining on the Card to the state as unclaimed property.

**26. Changing the Terms and Conditions, Amendment and/or Cancellation.** Subject to the limitations of applicable law, we may change the terms of, or add new terms to, the terms of this Agreement at any time, or close or suspend your Card Account, with or without cause, and without giving you notice. We may not give you advance notice if we need to make the change immediately in order 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. Any changes to the Terms and Conditions are maintained online after logging into your Card account and replace any previous Agreement of this Card. In addition, we may suspend, cancel, add, modify or delete any feature offered in connection with your Card at our sole discretion at any time, with or without cause, and without giving you notice, subject to applicable law. If we cancel your Card, any available funds remaining on the Card upon such cancellation, after payment of all applicable charges and fees, will be returned to you unless we have reason to believe you have engaged in fraudulent or illegal activity. You may cancel this Agreement by telephoning or writing us and you may be charged a Balance Refund Check fee (see Schedule of Fees above). Upon cancellation, you will no longer be able to use the Card and it should be destroyed. A paper check for the balance remaining in your Card Account less any applicable Balance Refund Check Fee will be mailed to you. Your cancellation of the Agreement will not affect any of our rights or your obligations that arose prior to the cancellation.

**27. Communications:** If you provide us with your mobile phone number or contact us from your mobile number, you expressly agree that you are providing this phone number for us or any third party acting on our behalf to contact you at this number. You agree that we may use this phone number to contact you for any business purpose about your Card Account and you agree to be responsible for any fees or charges you incur as a result of providing this information. You may request this number not be used. We may offer options that allow you to receive or access text messages or other electronic communications from your mobile phone. By enrolling for these types of communications, you understand and agree to be responsible for any fees or charges you incur as a result of this enrollment. You agree that we may contact you from time to time regarding your Card Account in any manner we choose unless the law says we cannot. For example, we may contact you by mail, telephone, email, fax, recorded message, text message, by using an automated dialer device. We may contact you at home, at your place of employment, on your mobile telephone, at any time including weekends and holidays, at any frequency and leave prerecorded messages or messages with others. When we attempt to contact you, we may identify ourselves, our relationship and our purpose for contacting you even if others might hear or read it. Our contacts with you about your Card Account are not unsolicited. We may monitor or record any conversation or other communication with you.

**28. Transactions Where Funds May Be Held Until Settlement.** When you use your Card to pay for goods or services, certain merchants (such as hotels, rental car companies, gas stations, and restaurants, etc.) may ask us to pre-authorize the transaction in advance and may estimate the final purchase amount. Please be advised that while this additional amount may be unavailable for up to ninety (90) days, your Card will only be charged the actual amount of the purchase at the time the transaction is settled. Please note that we may not manually release authorizations without a certified letter or fax from the merchant. In addition, if you commence a purchase and the merchant obtains an authorization, and then you cancel the purchase without completing it, the authorization may result in a temporary hold for that amount of funds for 10 days, or longer in some cases.

**29. Card Valid Thru Date.** The Card is valid and usable until it is past the expiration date embossed on the Card.

**30. Unused Funds.** BeWell Incentive Rewards are issued on a “use it or lose it” basis. Therefore, at the end of the Benefit Period any unused BeWell Incentive Rewards will be forfeited and automatically revert to the PayForward Enterprise Partner. In the event that your Card Account is cancelled, closed, or terminated for any reason, any unused funds will be forfeited and automatically revert to the PayForward Enterprise Partner.

**31. Data Protection and Privacy.** The Bank knows that your privacy is very important. As such, safeguarding your privacy will always be one of our highest priorities. A copy of the Bank’s Privacy Notice is included in your Card packaging. Please review it. It may also be found on the cardholder website along with a copy of this Agreement. If you have any concerns about our policy, please contact us at the Contact Information listed below. We reserve the right to modify or supplement our Privacy Notice at any time. Our Privacy Notice is posted on the cardholder website and you agree to review it on at least an annual basis. We will disclose information to third parties about your account or the transfers you make: (i) where it is necessary for completing transfers; (ii) in order to verify the existence and condition of your account for a third party, such as a credit bureau or merchant; (iii) in order to comply with government agency or court orders; or (iv) if you give us written permission.

**32. 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 Oklahoma. You consent and submit to the exclusive jurisdiction of the state and federal courts located in Oklahoma with respect to all controversies arising out of or in connection with the use of the Card and this Agreement that are not subject to arbitration or to any proceedings to enforce the arbitration provision or to confirm or vacate an arbitration award.

**33. Void Where Prohibited.** 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.

**34. Assignability.** The Bank may transfer our rights under this Agreement at any time with or without providing prior notice to you of the assignment. You may not assign or transfer this Agreement or any of your rights or obligations under this Agreement. Any attempt to the contrary shall be null and void. This Agreement shall be binding on you, your executors, administrators, and any permitted assigns.

**35. 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 [INSERT SERVICER/PROGRAM MANGER] SHALL BE LIMITED TO THE TOTAL AMOUNT LOADED ON THE CARD.

**36. Entire Agreement.** This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to its subject matter and supersede any prior or contemporaneous understandings or agreements with respect to their subject matter.

**37. Severability.** If any of the terms of this Agreement are invalid, changed by applicable law or declared invalid by order of court 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.

**38. Waiver.** We do not waive our rights by delaying or failing to execute them at any time. To the extent permitted by law and as permitted by the Arbitration section below, you agree to be liable to us for any loss, costs, or expenses that we may incur as a result of any dispute or legal proceeding involving your Card Account. If a court finds any provision of this Agreement invalid or unenforceable, such finding shall not make the rest of this Agreement invalid or unenforceable. To the fullest extent possible, any such provision shall be deemed to be modified so as to be rendered enforceable or valid; however, if such provision cannot be so modified, it shall be stricken and all other provisions of this Agreement in all other respects shall remain valid and enforceable.

**39. 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

**PLEASE READ THIS ARBITRATION PROVISION CAREULLY. THIS ARBITRATION CLAUSE SUBSTANTIALLY AFFECTS YOUR LEGAL RIGHTS, INCLUDING YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION, IN THE EVENT OF A DISPUTE.**

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 (i) the Card; (ii) any service relating to the Card; (iii) the marketing of the Card; (iv) this Cardholder 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 (v) 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 PayForward or the Bank's agents, employees, successors, representatives, affiliated companies, or assigns), by binding arbitration pursuant to this arbitration provision and the applicable rules and procedures of the arbitration administrator in effect at the time the Claim is filed. 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 AAA by contacting the AAA as follows: on the web at [www.adr.org](http://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 the Bank 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. You and 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 Collateral Account funds by several parties.

Individual Claims Only. It is the intent of the parties to require Claims to 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. Notwithstanding any provision of this arbitration provision or the rules and procedures of the arbitration administrator, the Bank will 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. At the request of any party, the arbitrator will provide a written explanation of the basis for the disposition of each claim, including written findings of fact and conclusions of law. This arbitration provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the FAA.

Survival of Arbitration. This arbitration provision shall survive: i) the termination of the Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of your Card Account; or iv) closing of the Card Account. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.

This Card is issued by Stride Bank, N.A, Member FDIC, pursuant to a license by Visa® U.S.A. Inc. Visa® is a registered trademark of Visa® U.S.A. Inc.

**40. Card Limitations**

<b>Limitations (with Identity Verification Process)</b>	<b><u>Limit / Day</u></b>	<b><u>Limit / Month</u></b>
Maximum Card Balance	\$10,000	\$10,000
Purchases	\$3,000	\$15,000
<b>Limitations (without Identity Verification Process)</b>	<b><u>Limit / Day</u></b>	<b><u>Limit / Month</u></b>
Maximum Card Balance	\$1,000	\$1,000
Purchases	\$1,000	\$1,500
<b>Limitations</b>	<b><u>Limit / Transaction</u></b>	<b><u>Limit / Month</u></b>
ATM Withdrawals (U.S. only)	\$300	\$1,200

**41. Contact Information**

Use the 'Contact Us' feature from any of the below locations.

Mobile App: PayForward Mobile Application, available for download from your app store on your smart device. Or follow the Apple and Android links on PayForward.com.

Cardholder Website: BeWellRewards.PayForward.com

Phone: 844-944-9273

Email: Support@PayForward.com

In Writing to: PayForward Member Services  
27200 Tourney Road, Suite 450



Issuing Bank Mailing Address:  
Stride Bank, N.A., Payments Division  
PO Box 3003  
Enid OK 73703

**42. Hours of Operation**

Integrated Voice Response (IVR) Phone Platform	24 hours a day, 7 days a week
BeWellRewards. <u><a href="http://PayForward.com">PayForward.com</a></u> web site and mobile app	24 hours a day, 7 days a week
Member Services Agents	5:30 a.m. - 5 p.m. Pacific Time Monday-Friday
Member Services Agents - Bank Holidays	Closed

Hours of Operation are subject to change. Please visit [BeWellRewards.PayForward.com](http://BeWellRewards.PayForward.com) for the current hours.