

**WEDGE**  
**CARDHOLDER AGREEMENT AND TERMS OF USE AGREEMENT**

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v1.04

The Wedge mobile application and its associated software, design, and services (collectively the “**App**”), as well as Wedge.Us website and its associated services and content (collectively “**Website**”), are owned and operated by Wedge Financial, Inc. (“**Wedge**”, “**our**”, “**us**”, “**we**”), a Delaware corporation with its principal place of business in Austin, Texas. Wedge has adopted this Cardholder Agreement and Terms of Use Agreement (“**Agreement**”) to inform you (“**User(s)**”) of your rights and duties when using the App and Website and to outline the terms and conditions under which the Wedge Card has been issued to you by Patriot Bank, N.A. The following terms and conditions (“**Terms**”) apply if you use the Wedge Card, App or Website. If you do not agree with the terms and conditions of this Agreement, you are expressly prohibited from using the Wedge Card, App and Website and must discontinue your use immediately.

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.

PLEASE READ THIS AGREEMENT CAREFULLY BEFORE ACCESSING OR USING THE WEDGE CARD, APP, WEBSITE, AND ASSOCIATED SERVICES. BY ACCESSING OR USING THE APP AND/OR WEBSITE OR WEDGE CARD, YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT.

WEDGE MAY, FROM TIME TO TIME, AND RESERVES THE RIGHT, IN ITS SOLE AND ABSOLUTE DISCRETION, TO MODIFY, LIMIT, CHANGE, DISCONTINUE, OR REPLACE THE WEDGE CARD, APP, WEBSITE OR THIS AGREEMENT. IN THE EVENT WEDGE MODIFIES, LIMITS, CHANGES, OR REPLACES THE WEDGE CARD, APP, WEBSITE OR THIS AGREEMENT, YOUR USE OF THE WEDGE CARD, APP AND/OR WEBSITE AFTER SAID MODIFICATION, LIMITATION, CHANGE, OR REPLACEMENT CONSTITUTES YOUR MANIFESTATION OF ASSENT TO THE MODIFICATION, LIMITATION, CHANGE, OR REPLACEMENT.

**I. GENERAL TERMS**

**1. Definitions**

As used in this Agreement:

- “**Account**” or “**Wedge Account**” means a Client’s secured login that can be used to access the Wedge Card Services on the App. Your Account does not hold any funds, securities or cryptocurrencies. All funds, securities or cryptocurrencies are held in your existing bank account or with our bank partners or custodians.

- **“Card”** or **“Wedge Card”** means the physical, synthetic Mastercard payment card or virtual Mastercard payment card issued to you by our partner bank Issuer and connected to the App. The Card is not a gift card, nor is it intended for gifting purposes. Funds are not stored on the Card, and your account with the Issuer is not interest bearing. Clients may also connect their Wedge Card to their digital wallet, such as through Apple Pay and Google Pay.
- **“Client(s)”** means any individual that creates an Account and downloads the App to utilize the Wedge Card Services.
- **“Investing Services”** means the tools and services whereby Wedge allows Users to purchase certain assets, including equities, commodities, and cryptocurrency.
- **“Issuer”** refers to Patriot Bank, N.A.
- **“User(s)”** means all individuals that visit, access, and use the Website and/or App, including Clients and Visitors.
- **“Visitors”** means all individuals that access and visit the Website, but do not create an Account.
- **“Wedge Account”** means the account created by a User using the App.
- **“Wedge Card Services”** means the payment tools and services provided by Wedge through the App, which provides you with the opportunity to apply for and use a Wedge Card, including one or more virtual Wedge Cards, in connection with your Wedge Account. Wedge is not a bank and we do not offer banking services as defined by the United States Department of Treasury. You must open a Wedge Account before accessing the Wedge Card Services.
- **“Wedge Services”** refers to both the Wedge Card Services and Investing Services.
- **“You / Your / You’re”** means Users.

## **2. About the App and Wedge Card Services**

Wedge provides the Wedge Card, App and Website as a platform meant to simplify a User’s wallet while giving them flexibility in how they pay for goods and services. Once a User creates a Wedge Account, Wedge issues a Wedge Card to the User and connects the Wedge Card to our partnered custodians, through whom they can access the Investing Services. The Investing Services available via the App allow the User to purchase multiple asset classes, including, but not limited to, cash (contained within the User’s third-party checking account or deposited into the User’s Wedge Account), stocks, exchange-traded funds (“**ETFs**”), commodities, and cryptocurrency (collectively, “**Assets**”). Users can connect their Wedge Card to their digital wallet provider, such as Apple Pay and Google Pay. As a result, Users can use their Wedge Card to pay for items using any asset class offered through the App at the point of sale.

Wedge is not a U.S. broker-dealer, does not open or maintain brokerage accounts, and does not provide the brokerage or custodial services that are accessible via the Wedge App. These services are provided by our third-party broker-dealer and cryptocurrency exchange partners. Please read the terms described in Section III hereof for more information.

The terms and conditions that are specific to the App and Wedge Card Services are described in Section II. The terms and conditions that are specific to the Investing Services are described in Section III.

By using the Wedge Card Services, you agree to be bound by this Agreement, which includes the Wedge Terms of Use ([www.wedge.us/terms-of-use](http://www.wedge.us/terms-of-use)), and all other terms, policies and guidelines applicable to the Wedge Card Services used (including but not limited to the Wedge Privacy Policy: [www.wedge.us/privacy-policy](http://www.wedge.us/privacy-policy)).

### **3. Representations and Warranties**

You represent, warrant and agree that you have the right and legal capacity to enter into this Agreement and to adhere to its terms and conditions.

You also represent and warrant the following:

- You are a human individual that is eighteen (18) years of age or older, and you are not prohibited from assenting to this Agreement by any preexisting agreement and that you have the capacity to enter into this Agreement.
- Any and all information that you provide to Wedge, Issuer and any applicable Wedge third-party services providers or partners the App is accurate and valid, and you agree to comply in good faith with the terms of this Agreement.
- You are currently living in the United States, are a legal resident or citizen of the United States, have a United States-based checking account, and have United States issued personal identification.
- You have not been previously banned from using the Wedge Card Services; you have not previously violated our terms of service; and you have not been barred from receiving similar services under the laws of the United States, your home state or the state of Texas.
- You will not use the Wedge Card Services in any way that, directly or indirectly, violates the rights of third parties or for any fraudulent undertaking or in in any manner so as to interfere with the operation of the Wedge Card Services, and you agree to comply with any and all applicable local, national, state, provincial, and international laws, treaties, and regulations. Given the global nature of the Internet, you agree to comply with all laws and rules where you reside or where you use the Wedge Card Services. The Website and App are operated in the United States, and Wedge makes no representation that its Website and/or App, Wedge Card Services, or products are appropriate, lawful, or available for use in other locations.
- You understand the risks of investing in cryptocurrency and acknowledge that if you choose to invest in cryptocurrency via the Investing Services, you may lose some or all of your investment and you are doing so at your own risk

### **4. Disclaimers**

Any purchase made with the Wedge Card or through the App (including the purchase of securities and cryptocurrencies) is at Client's own risk. Wedge shall not be liable for any damages that result from the use of, or the inability to use, the Wedge Card Services or for the performance of such Wedge Card Services.

## **II. APP AND WEDGE CARD SERVICES**

### **5. Registering an Account and Using the Wedge Card Services**

#### **5.1 Wedge Card and App Use**

Visiting and using the Website is free. Downloading the App and creating an Account may be subject to the fees noted below in the "Subscription" section below.

Through their Account, Clients will be able to control their payment settings, including information related to their Wedge Card and the ability to pay with assets held in connected accounts, including, but not limited to, cash (either deposited in the User's Wedge Account or held within third-party checking accounts), ETFs, commodities, and cryptocurrency (contained within third-party custodial accounts). Clients are given access to buy and sell these assets through the App via third-party custodians. Clients are also able view, change, or delete information from their Account, including Account settings.

When contacting Wedge or creating an Account through the App, you are agreeing to receive email, SMS, and push notifications from Wedge and other third-parties. The email and SMS notifications from Wedge contain an unsubscribe feature that allows you to "opt out" from future notifications, but please be aware that exercising such "opt out" capabilities may limit certain functionalities of the App. Clients may manage push notifications from their phone settings. Please see the Wedge's [Privacy Policy](#), which is incorporated into this Agreement by reference, regarding the collection and use of this and other information about you. User information will be used consistent with the Privacy Policy.

#### **5.2 Account Information**

You have a duty to ensure that the information provided through App, and within your Account, is truthful, current, complete, and accurate. You understand and agree that you have an ongoing duty to update and keep current the information provided through the App if and when that information changes. You are expressly prohibited from providing information that in a way impersonates another person, contains offensive or obscene language, or otherwise violates the rights of a third party. You expressly agree that you will not interfere with or disrupt a third party's enjoyment and use of the Website and/or App. Wedge reserves the right to restrict access to, monitor, suspend, disable, or delete Users' information at any time, in its sole discretion, and without prior warning. You agree to hold harmless and indemnify Wedge for any damages that arise out of or in relation to the use of the Website and/or App.

#### **5.3 Identity Verification**

To help the government fight the funding of terrorism and money laundering activities, federal law requires us to help the Issuer obtain, verify, and record information that identifies each person who requests to use the Wedge Card Services.

Clients who create an Account will be subject to identity verification, which is provided through Wedge's third-party service provider, Persona Identities Inc. You authorize us and our third-party partners and service providers to make inquiries that we consider appropriate and to help us verify your identity and determine if we should open, maintain, collect or close your Account.

We may make additional requests for information at any time. We may require you to provide a taxpayer identification number, take steps to confirm ownership of your email address or financial accounts or instruments, provide a copy of an identifying ID card such a driver's license or passport, and verify information you provide against third party databases or through other sources.

We, and our partner bank Issuer, may also report the status, history and/or closure of your Account to third-party services.

If you do not provide this information or we cannot verify your identity, we can refuse to allow you to use the Wedge Card Services or suspend or terminate your Account. If you allow someone else to use your Wedge Account, you are responsible and liable for all transactions, withdrawals, deposits and fees that arise out of such use.

You agree to keep their Account secure from unauthorized access. Clients will login to their Account using an e-mail and Account password. You should not reveal your passwords to others. You agree that you are responsible for your Account and all associated activities and purchases, except as limited by the Electronic Fund Transfer Act, as implemented by Regulation E, or the Mastercard Rules. In the case of actual or suspected unauthorized access to a Client's Account, you agree to contact Wedge immediately. You agree to hold harmless and indemnify Wedge for any damages that arise out of or in relationship to the use of your Account.

You may cancel your Account from within their Account settings. If you cancel your Account, Wedge is under no obligation to preserve your data for any length of time and will not be responsible for any loss of data. Wedge is under no obligation to provide you with the data associated with your Website and/or App use or Account, except as otherwise provided in the Privacy Policy. Wedge recommends that you maintain your own backup of information submitted to the Website and App.

You acknowledge and agree that you alone are responsible for, and Wedge will not be held liable for, any costs or fees incurred by you through your use of the App, including, but not limited to, mobile carrier charges, rates or fees, SMS or other text message fees, or payment provider fees.

## **6. Your Agreement on Card Use**

With each transaction you process through the Wedge Card Services you represent, warrant and agree that:

- The Wedge Card transaction represents a bona fide sale;

- The Wedge Card transaction accurately describes the goods and/or services obtained from the merchant;
- You will fulfill all of your obligations to the merchant and will resolve any dispute or complaint directly with the merchant;
- You and the Wedge Card transaction comply with all federal, state, and local laws, rules, and regulations applicable to you, including any applicable tax, wage and hour, and tip laws and regulations; and
- You will not use the Wedge Card Services in a fraudulent, disruptive, aggressive, manipulative or any other inappropriate matter.

## **7. Authorized Users**

You are responsible for all authorized transactions initiated and fees incurred by use of your Wedge Card(s). If you permit another person to have access to a Card or Card number, this will be treated as if you authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement.

## **8. Investigations**

Wedge and our partner bank Issuer reserve the right to investigate your use of the Wedge Card Services for compliance with this Agreement, and in order to comply with law, regulation, legal process or government request.

We may refuse to process any transaction that we believe violates the terms of this Agreement, the Wedge Terms, any other agreements between you and Wedge or any applicable network rule or law.

The Wedge Card is the property of the Issuer and must be surrendered upon demand. The Card is nontransferable and it may be canceled, repossessed, or revoked at any time without prior notice.

If we suspect you of violating any applicable Terms, network rule or law, Wedge or Issuer may suspend or terminate your ability to access the Wedge Card Services under any or all of your accounts. Wedge reserves the right to determine whether or not you have access to these services.

## **9. Subscription**

By creating an account, using the App and agreeing to the terms herein, user agrees to pay a recurring monthly subscription fee of either \$0.99 for a Wedge Starter Account or \$3.99 for a Wedge Pro Account to continue use of their Account and Wedge Card (each, as applicable, the “**Subscription Fee**”). Any subscription payments will be debited from the user’s chosen Funding Source (as defined in Section 10.1 hereof). All fees are payable in U.S. dollars only.

Wedge reserves the right to charge and/or change service fees at any time. You agree that you are responsible for paying all applicable taxes (including any capital gains taxes), duties, levies, or charges imposed by any governmental entity anywhere in the world in connection with your use of the Wedge Card and/or App and purchases made through the same. You understand and agree

that Wedge will not be held liable for your failure to complete a transaction entered into through the Website and/or App.

## **10. Payments Made Through the App and Wedge Card**

You may connect your Wedge Card to the digital wallet of your choice, such as Apple Pay or Google Pay. In order to connect the Wedge Card to Apple Pay or Google Pay, you must first have either your Apple Pay or Google Pay installed and/or enabled. By connecting the Wedge Card and utilizing Apple Pay, you agree to the [Apple Terms of Service](#). Similarly, by connecting your Wedge Card and utilizing Google Pay, you agree to the [Google Terms of Service](#).

### **10.1 Funding Source**

In order to be issued a Wedge Card and use the Wedge Card Services, you must first either connect your checking account (“**Funding Account**”) to your Wedge Account via the App through our third-party service provider, Plaid Technologies, Inc. (“**Plaid**”), or deposit funds into your Wedge Account from your Funding Account or other permitted funding source (together with a Funding Account, a “**Funding Source**”) via Plaid. You acknowledge and agree that any money deposited into your Wedge Account is held in custody by Evolve Bank & Trust in your name. By entering into this Agreement and utilizing Plaid to connect a checking account, you agree to [Plaid’s Terms of Use](#). By entering your Funding Source information on the Wedge site or App, you will have signed the ACH authorization found in Section 12.4 below. You may want to print and save a copy for your records. You can change a Funding Source on the App.

When you add a Funding Source to your Wedge Account, you agree that:

- You are the owner of the Funding Source;
- You are authorized to transfer funds from that Funding Source;
- You authorize us to initiate debits from your Funding Source according to your instructions; and
- You will maintain a balance in the specified Funding Source that is sufficient to fund all payments you initiate.

**10.2 Electronic Fund Transfers (“EFTs”) and Account Balances.** By creating a Wedge Account and initiating bank deposits or withdrawals (i.e., EFTs), you agree to the Terms of Service and Privacy Policy of our third-party financial software provider, Sila Inc. (together, the “[Sila ToS](#)”). You must comply with the Sila ToS when creating or using your Wedge Account. The Sila ToS may be modified from time to time, and the most current governing version is incorporated by reference into these Terms of Service. Any term not defined in this Section 10.2 but defined in the Sila ToS assumes the meaning as defined in the Sila ToS. IT IS YOUR RESPONSIBILITY TO READ AND UNDERSTAND THE SILA ToS BECAUSE IT CONTAINS TERMS AND CONDITIONS CONCERNING YOUR WEDGE ACCOUNT, INCLUDING BUT NOT LIMITED TO LIMITATIONS, REVERSAL, AND ARBITRATION PROVISIONS, AND YOUR RELEVANT RIGHTS AND LIABILITIES.

### **10.3 Bank Account Information and Authorized Actions**

If you choose to add a bank account as your Funding Source for your Wedge Card Services, you will be asked to provide access credentials (such as a username and password) that allow you to gain online access to your account at that third-party financial institution (your “**Authorized Bank Account**”).

Wedge works with third party service providers, including but not limited to Plaid, who will securely store any Authorized Bank Account access credentials that you provide pursuant to industry standards and will access your Authorized Bank Accounts for the purposes of providing and improving the Wedge Card Services. You may only provide account access credentials for and authorize us to access valid accounts that you hold in your own name. You may not provide access credentials for an account that is jointly held with another person or held by a third person.

If you choose to provide your Authorized Bank Account credentials to us, you authorize us to use this information to provide you with the services we offer through the Wedge Card Services. This authorization will remain in effect until you notify us that you wish to revoke this authorization, which may affect your ability to receive the Wedge Card Services. Plaid’s services and use of your information, including on or through the Wedge Card Services, are governed by its Terms of Use and its Privacy Policy located at <https://plaid.com/legal>.

#### **10.4 Your Electronic Funds Transfer and ACH Debit Authorization**

When you use the Wedge Card Services, you authorize our bank partners to immediately debit your Funding Source by the amount of any transactions or deposits made using a Wedge Card including any applicable fees. This debit will allow us to prefund your Account for the proper amount of the transaction. Your authorizations will remain in full force and effect until you close your Wedge Card or your Wedge Account is closed or terminated. Any attempt by you to revoke this authorization will result in your inability to use the Wedge Card Services.

If you provide us with the ACH routing and account information for your Funding Account, you authorize Wedge and our partner bank to initiate electronic transfers (via the Automated Clearing House (“**ACH**”) of NACHA - The Electronic Payment Association (“**NACHA**”)) from your Funding Account up to your Daily Limit (as defined below) on a daily basis. You agree that ACH transactions you authorize comply with all applicable laws. Your daily limit (“**Daily Limit**”) will be set by us as part of your onboarding process and communicated to you through the App, and will initially be no more than \$1,250.

When your checking account is used either as your funding source for a transaction or to deposit funds into your Wedge Account, you are requesting that the Issuer or another of our partner banks initiate an electronic transfer on your behalf from your bank account. You agree that we may resubmit any ACH debit you authorized that is returned for insufficient or uncollected funds, except as otherwise provided by NACHA’s rules, or applicable law. Where the amounts owed by you for use of the Wedge Card Services is more than your Daily Limit, you authorize us and our partner banks to debit your Funding Source for the amount owed.

For all other payment methods, such as debit card funding, you authorize Wedge to transmit payment details to a bank acting under Wedge’s instructions to charge your Funding Account. You



agree to maintain funds in the specified Funding Source that are sufficient to cover all of your activities with the Wedge Card Services, and Wedge reserves the right to suspend or terminate any of the Wedge Services if you do not maintain such sufficient funds.

You indemnify and hold us and our partner banks harmless from any claims by any other owner of the Funding Source. You are responsible for confirming the accuracy of the information you provide about each payment.

### **10.5 Inability to Access Funds from your Funding Source**

If we are unable to access funds from your specified Funding Account to complete a transaction that you request for any reason (for example, if there are insufficient funds or credit available in your Funding Source to cover the requested transaction), the transaction may not be completed. In such case, Wedge may suspend any of the Wedge Services, and you agree:

- You will reimburse Wedge immediately, upon demand, the transaction amount to the extent that Wedge sent a payment to the payee on your behalf;
- You will reimburse Wedge for any fees imposed on us as a result of the failed transaction; and
- You will reimburse us for any fees we incur in attempting to collect the amount of the failed transaction from you.

We are not responsible for any overdraft fees, over-the-limit fees, or insufficient fund charges (including finance charges, late fees, or similar charges) that result from your failure to maintain a balance or available credit in the Funding Source that is sufficient to fund all payments you initiate.

### **10.6 Limits on Your Use of the Card Services**

You acknowledge that Wedge or our partner banks may impose limits on your use of the Wedge Card Services. We may not allow payment from all types of funding sources and that we may otherwise limit payments, and/or payees at our discretion. You cannot use the Cards in any way beyond their intended purpose.

For security and fraud protection, Wedge will impose limits on the dollar amount that you can authorize in a transaction, and over a period of time. In addition to these set limits, Wedge and its partner banks retain the right to impose additional limits at our discretion. The maximum amount initially allowable for authorization is \$1,250 per day and \$5,000 per calendar month. The per day and per calendar month limits are subject to increase or decrease at our discretion based on an algorithmic review process and a manual review process.

### **10.7 Wedge Rewards**

You can earn Wedge Rewards powered by Dosh® on qualifying purchases at participating merchants and on any other eligible transactions described in the Wedge User Agreement. For the current list of participating merchants and offers, please check the Wedge app. Participating merchants and offer terms may be changed from time to time without notice.

Wedge Rewards will be paid out to your Wedge Account.

If you return, charge back, cancel, dispute, or otherwise request a refund for a qualifying purchase for which you have already received Wedge Rewards, we reserve the right to remove any related Wedge Rewards amount from your Wedge Account balance or withhold future Wedge Rewards to cover any such amount. To opt-out of the Wedge Rewards program, please call customer service at +1 (844) 980-1538.

For full Wedge Rewards terms, please review the [Wedge Rewards Powered by DOSH Terms of Service and Privacy Policy](#).

## **10.9 Deposits**

You acknowledge and agree that funds deposited from a Funding Source into your Wedge Account are transferred via our third-party financial software provider, Sila Inc., and held with Sila Inc.'s third-party bank partner where Sila Inc.'s third-party bank partner will maintain the funds on your behalf in a custodial capacity. Wedge does not hold or maintain custody of any funds deposited by a User into their Wedge Account. You acknowledge and agree that funds that you deposit to your Wedge Account may be subject to one or more hold periods. During any applicable hold period, your funds will not be available for Asset purchases, withdrawal, or the settling of securities transactions. You further understand and agree that Wedge reserves the right to further delay making deposited funds available to the extent Wedge determines that additional time is needed to verify information about the item deposited or the sender or if Wedge otherwise believes there is a risk of fraud or other unauthorized or unlawful activity with respect to your Wedge Account. If funds are deposited or transferred into your Wedge Account by mistake or otherwise, you agree that Wedge may correct the situation without prior notice to you, including offsetting funds in your Wedge Account. You acknowledge and agree that you are responsible for returned transactions. If you have funds transferred into your Wedge Account and that transfer is returned for any reason, Wedge may charge the transfer and interest paid by any depository institution, if applicable, against your Wedge Account, without prior notice to you.

## **11. Refunds, Errors and Disputes**

### **11.1 Payment History**

When you use your Wedge Card, a record of the transaction will be automatically recorded in the of the App. You should also receive a receipt directly from the merchant.

Except as required by law, you are responsible for:

- Compiling and retaining permanent records of all transactions and other data associated with your Wedge Account and your use of the Wedge Card Services; and
- Reconciling all transactional information that is associated with your Wedge Account.

If you believe that there is an error or unauthorized transaction activity is associated with your Wedge Account, you must contact us immediately.

## 11.2 Refunds and Returns

If you are entitled to a refund for any reason for goods or services obtained with your Wedge Card, the return and refund will be handled by the merchant. If the merchant credits your Wedge Card, 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. Refunds will be recorded along with your transactions in the App.

Neither the Issuer nor Wedge is responsible for the delivery, quality, safety, legality or any other aspects of the goods or services you purchase from others with the Wedge Card. If you have a problem with a purchase you made with the Wedge Card, or if you have a dispute with the merchant, you must handle it directly with the merchant.

## 11.3 Processing Errors

We will generally attempt to fix any processing errors that we discover. If the error resulted in your payment of an amount larger than what you authorize, we will transfer the difference to your Funding Source. If the error resulted in your payment of an amount less than what is required to satisfy your account, will debit the extra funds from your Funding Source.

Please notify Wedge immediately regarding any processing errors you discover. When you contact us, please include:

- Your name and Wedge Account information;
- A description of the error or transaction and why you believe it is an error or why you need more information; and
- The dollar amount of the suspected error.

Please send your notice to [support@wedge.us](mailto:support@wedge.us) as soon as possible. Your failure to notify us of a processing error within sixty (60) days of when it first appears on your electronic transaction history will be deemed a waiver of any right to amounts owed to you.

## 11.4 Disputes

You agree to comply with the payment dispute resolution procedure described below for any payments made using a Wedge Card. If you're unable to resolve a transaction related issue directly with a merchant, please notify us as soon as possible. This is our process for resolving disputes.

1. Contact [support@wedge.us](mailto:support@wedge.us) directly within sixty (60) days of the date of the transaction in question as displayed on your statement or Transaction Details screen. Your notice must include the following information:
  - a. Your name, and Wedge Account email address;
  - b. The Wedge Card you're referring to;

c. Why you believe there is an Unauthorized Transaction or other error, and the dollar amount involved; and

d. Approximately when the Unauthorized Transaction or other error took place.

Depending on your claim (item not received or refund not received), we may ask you to wait 10 business days from the transaction date to proceed with the payment dispute.

2. Respond to our requests for other information. We may require you to provide receipts, third party evaluations, police reports or other documents depending on the situation. You must respond to these requests in a timely manner as requested in our correspondence with you.
3. Comply with our shipping requests in a timely manner. If you're filing a claim that goods are significantly not as described, we may require you, at your expense, to ship the item back to the seller, to us, or to a third party (specified by Wedge) and to provide signature confirmation proof of delivery.
4. Wedge and our partner bank Issuer will make a final decision on your claim, in our sole discretion, based on the coverage and eligibility requirements set forth above, any additional information provided during the online payment dispute resolution process or any other information Wedge deems relevant and appropriate under the circumstances.
5. Wedge will tell you the results within three (3) business days after completing the investigation. If Wedge decides that there was no error, Wedge will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting Wedge at support@wedge.us.

For purposes of this Section:

An “**Unauthorized Transaction**” is an error that occurs when your Wedge Card is used without your authorization and/or you did not benefit from the transaction. For example, if someone steals the Wedge Card and uses it for a purchase, an Unauthorized Transaction has occurred. If you give the Wedge Card to a person with permission to use it, you are responsible for all transactions conducted by on the person even if they make more transactions than you authorized, unless you notified Wedge that transactions by that person are no longer authorized.

### **11.5 Your Liability for Unauthorized Transfers**

If you believe your Wedge Card has been lost or stolen or you believe a transaction has been made without your permission using information from your Card, or Wedge Card Account or you believe your Wedge Account credentials have been used without your permission tell us **at once**, and **freeze** the relevant card(s) via the “Wedge Card” section in the App. Reporting your Wedge Card

lost or stolen, and any unauthorized or unexpected activity to [support@wedge.us](mailto:support@wedge.us) as soon as possible is the best way of keeping your possible losses down.

We may suspend or cancel your Wedge Card and corresponding Wedge Account in the event of excessive reports of Wedge Card loss or theft. You agree that any unauthorized use does not include use by a person to whom you have given authority to use the Wedge Card and that you will be liable for all such uses by such person. For example, if you have given your Wedge Card or Wedge Card information to another person to use, such as a friend or relative, you are responsible for that person's transactions with your Wedge Card, and if you have given your Wedge Card information to a merchant for a transaction, you have given authority to that merchant to debit the Wedge Card for that transaction.

If you tell us within two business days after you learn of the loss or theft of your Wedge Card, you can lose no more than \$50 if someone used your Wedge Card without your permission. If you do NOT tell us within two business days after you learn of the loss or theft of your Wedge Card, and we can prove that we could have stopped someone from using your Wedge Card, without your permission if you had told us, you could lose as much as \$500.

Also, if you become aware of and/or your statement shows transactions you did not make, notify Wedge at once following the procedures stated in the Section of this Agreement titled "Disputes". If you do not notify Wedge within sixty (60) days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any value you lost after the sixty (60) days if Wedge can prove that we could have stopped someone from taking the value if you had notified Wedge in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, Wedge may extend the time periods. If the Wedge Card has been lost or stolen, the Wedge Card will be blocked to keep losses down and a replacement card will be sent to you.

You agree to cooperate reasonably with us and the Issuer in our attempts to recover funds from, and to assist in the prosecution of, any unauthorized users of your Wedge Card.

### **11.6 Additional Limits on Liability Under Mastercard Rules.**

Under Mastercard Rules, you will not be liable for any unauthorized transactions using your Wedge Card if you can demonstrate that you have exercised reasonable care in safeguarding your Wedge Card from risk of loss or theft. You must notify us within two (2) days after the electronic statement was made available to you showing unauthorized transaction(s) in order to take advantage of any such limited liability provisions.

## **III. INVESTING SERVICES**

### **12. Equity Securities**

**Wedge is not a U.S. broker-dealer, does not open or maintain brokerage accounts, and does not provide the brokerage or custodial services that are accessible via the Wedge App. Our third-party partner Alpaca Securities LLC ("Alpaca"), a registered broker-dealer and Member FINRA/SIPC, opens and maintains your brokerage account (the "Alpaca**

**Account”) and provides all brokerage services, including the buying, selling and holding of stocks, ETFs, bonds and commodities.** Through the App, Wedge provides the primary technology for accessing your Alpaca Account, and you can contact Wedge to receive information about the App, your Alpaca Account, using the App to open, fund and maintain your Alpaca Account and to place orders to buy and sell securities, send instructions, and receive information back from Alpaca. The terms and conditions of Alpaca’s services can be found in [Alpaca’s Customer Agreement](#), which you must agree to in order to access Alpaca’s brokerage services.

In accordance with Section 16 of [Alpaca’s Customer Agreement](#), you acknowledge that Alpaca will provide trade confirmations and statements. Such statements are available to view via the App.

If Clients need to contact Alpaca for any reason, the Client may contact Alpaca at the contact information to be provided by Alpaca.

### **12.1 Appointment of Wedge as Authorized Person**

You hereby appoint Wedge as an authorized person with the authority to conduct business in your account with Alpaca (your “**Alpaca Account**”) or have access to your Alpaca Account, including but not limited to the authority to, at your request or instruction to Wedge via the App: (i) open your Alpaca Account, (ii) instruct Alpaca with respect to taking any action for or in your Alpaca Account, (iii) instruct Alpaca to effect transactions in your Alpaca Account, (iv) submit investment instructions, orders, commands, directives or messages to Alpaca, and (v) provide you with customer support regarding certain activity occurring in your Alpaca Account.

### **12.2 Wedge’s Relationship with Alpaca**

Wedge and Alpaca have entered into an agreement in order to provide the services requested by you, but such agreement does not create any obligations or joint liability for the services that each of Wedge and Alpaca separately provides to you. Wedge and Alpaca do not supervise each other’s conduct or activities, and each are accountable independently to you for the services that each provides to you.

### **12.3 Disclaimers and Indemnification**

YOU MAY NOT HAVE ANY MEANS TO ACCESS YOUR ALPACA ACCOUNT SHOULD THE WEDGE SERVICES BECOME UNAVAILABLE. YOU MAY NOT HAVE ACCESS TO OR RECEIVE CUSTOMER SUPPORT SHOULD THE WEDGE SERVICES NOT BE AVAILABLE, OR YOU MAY RECEIVE CUSTOMER SUPPORT THAT IS NOT ACCURATE, COMPLETE, TIMELY, OR HELPFUL. You agree to hold Alpaca harmless for any loss or damages arising from either (i) the use or unavailability of the App or (ii) reliance on receipt or non-receipt of customer support from Wedge for any reason.

Alpaca is not responsible for and is not providing the technology and services you receive from Wedge to access and manage your brokerage account with Alpaca. You firmly agree to hold Alpaca and its affiliates, owners, directors, employees, clearing firm and agents harmless for any

loss or damage arising from the use of or unavailability of the technology and services that Wedge is providing.

## **12.4 Trading and Price Quotes**

Wedge does not directly provide stock market and cryptocurrency price quotes. However, Wedge's App provides Clients with stock and cryptocurrency data information through a third-party service provider, Polygon.io. By reviewing stock and cryptocurrency price quotes and data on the App through Polygon.io, Clients agree to [Polygon.io's Terms of Service](#). Wedge shall not be responsible or liable for Polygon.io's stock or cryptocurrency data as presented through the App or Client's reliance on the same in making investment decisions.

## **13. Cryptocurrencies**

All cryptocurrency trades are made through and all cryptocurrencies are held with a third-party custodian and exchange, Gemini Trust Company, LLC ("**Gemini**"). When you use the Wedge App to buy and sell cryptocurrency, you are providing instructions to Wedge to purchase and sell cryptocurrency on Gemini's exchange to be held in a custodial account in your name with Gemini.

You acknowledge that cryptocurrency assets traded via the App are bought and sold on the Gemini exchange and are held in the custody by Gemini as the custodian. You hereby authorize Wedge to, upon your instruction via the App, establish a Gemini account in your name, submit investment instructions, orders, commands, directives or messages transmitted by you via the App to Gemini. You agree to the terms of [Gemini's User Agreement](#) governing the custody of your cryptocurrency assets appearing in your Wedge Account and the trading of cryptocurrency assets on the Gemini exchange via the App. You have read and acknowledge the information regarding the risks of buying and selling cryptocurrencies found under the caption "Risks" in [Gemini's User Agreement](#).

You agree that transaction fees may apply to the buying and selling of cryptocurrencies. Wedge reserves the right to apply or change such fees at any time.

## **14. Taxes**

You may trigger certain taxes when choosing to pay with Assets as your selected payment method when using your Wedge Card. You acknowledge that it is your responsibility to declare and pay any income, gains, or similar to all applicable tax authorities, make any tax filings, and to pay any and all taxes, duties, or similar when due in all applicable jurisdictions. Capital gains for tax reporting purposes are calculated by Alpaca using the first-in, first out cost basis method. Capital gains information displayed in the App may not use the same cost basis method and should not be relied on for tax reporting purposes. Wedge does not provide tax advice. Please consult your tax advisor for any tax questions. For more information on taxes, including reporting and delivery of statements, please see Section 36 of the [Alpaca's Customer Agreement](#) and the information under the caption "Tax Advice and Information" in the [Gemini's User Agreement](#).

## **IV. OTHER**

### **15. Refund Policy**

Refunds on purchases made with the Wedge Card are subject to the refund policy of the merchant (see Section 11.2 for more information). Wedge does not refund the Subscription Fee or transaction fees.

## **16. Ownership of Website and App; License to Use**

You acknowledge and agree that Wedge is the owner of, or has rights in and to, the Website, App, and its associated content, including but not limited to all intellectual property rights inherent therein. The Website and App are protected by all applicable laws, intellectual property or otherwise, and you are expressly prohibited from using the Website and/or App for any purposes not explicitly stated in this Agreement. Specifically, and except where otherwise allowed under this Agreement, you are prohibited from framing, scraping, aggregating, hacking, reverse engineering, crawling, reproducing, preparing derivative works of, distributing, performing publicly, or displaying publicly the Website and/or App, whether in whole or in part, without the prior written consent of Wedge.

Wedge hereby grants you a limited, non-exclusive, non-sublicensable, royalty free, non-assignable, and revocable license to use the Website and App for its customary and intended purposes. Violation of the terms of this Agreement or use of the Website and/or App for a use outside of its customary and intended purposes, such as, but not limited to downloading (other than page caching) or modifying the Website and/or App or any portion of it will result in the termination of this license. Absent prior written permission from Wedge, you are not permitted to reproduce, prepare derivative works, distribute copies, perform, display, or use for commercial purposes the Website and/or App or its related content. This license is revocable at any time, and any rights not expressly granted herein are reserved to Wedge.

## **17. Intellectual Property**

All trademarks (common law or registered) and copyrights (common law or registered) displayed on the Website, App and Wedge Card are the property of their respective owners. Specifically, all photographs featured on the Website and App are copyrighted and owned by Wedge, unless otherwise stated. All Wedge marks are the property of Wedge, including, but not limited to WEDGE and all Wedge logos. The Website, App and Wedge Card, including its look and feel, color selections, layout, and arrangement, is the trade dress of Wedge. You are prohibited from using Wedge's trademarks, service marks, and trade dress, or any colorable imitation thereof, to indicate the source of, sponsorship of, approval of, affiliation with, connection with, or association with your goods or services without the prior written consent of Wedge.

## **18. Support and Feedback**

Users may contact Wedge with regard to support for the Website, App, and/or Services by sending an email to [support@wedge.us](mailto:support@wedge.us). Wedge provides all support to its Users and Clients for free. Wedge welcomes feedback, comments, and suggestions for improvements to the Website, App, and/or Services (collectively “**Feedback**”). You can submit Feedback by emailing [support@wedge.us](mailto:support@wedge.us). Any Feedback you submit to Wedge will be considered non-confidential and non-proprietary to you. By submitting Feedback, you grant Wedge a non-exclusive, worldwide,



royalty-free, irrevocable, sub-licensable, perpetual license to use and publish those ideas and materials for any purpose, without compensation to you.

## **19. Prohibited Uses**

You expressly agree that you will not use the Wedge Card and/or App to violate any law, statute, ordinance, regulation, or treaty, to violate the rights of third parties, or for a use outside of the customary and intended purposes of the Wedge Card and/or App.

Specifically, you are prohibited from:

- Posting or transmitting content that:
  - Infringes upon the intellectual property rights of others;
  - Threatens or encourages bodily harm and/or destruction of property or that is offensive, defamatory, derogatory, pornographic or obscene;
  - Promotes hate, violence, harassment, stalking, discrimination, terrorism, or intolerance of any kind based upon race, ethnicity, religion, sexual orientation, or disability;
  - Incites any illegal activity or unlawful sexual solicitation;
  - Relates to weaponry, controlled substances, gambling, or debt collection;
  - Raises support or defense of anyone alleged to be involved in criminal activity;
  - Impersonates another or is fraudulent, inaccurate, or misleading;
  - Constitutes an unwanted commercial solicitation, a phishing scam, a pyramid scheme, or a chain letter;
  - Intends to collect personal or personally identifiable information from others;
  - Violates any term or condition of this Agreement;
- Using a robot, spider, scraper, or other automated technology to access the Website and/or App;
- Imposing a disproportionate load on the Website and/or App or its server infrastructure or otherwise attempting to interfere with the operation of the Website and/or App;
- Attempting to gain access to the private data or personal information of a User or third party;
- Circumventing Wedge's technological and physical security measures;
- Suggesting an affiliation with or endorsement by Wedge.
- Exporting the Wedge Card Services, which may be subject to export restrictions imposed by US law, including US Export Administration Regulations (15 C.F.R. Chapter VII).
- Using and benefitting from the Wedge Card Services via a rental, lease, timesharing, service bureau or other arrangement.
- Using the Wedge Card Service in conjunction with automated purchasing software programs.
- Using the Wedge Card Service to exploit new user, referral programs, promotions offered by other merchants, or otherwise use the Wedge Card Service to violate the terms and conditions of a merchant.

- Acting as a payment facilitator or otherwise resell the Wedge Card Services to any third party.
- Using the Wedge Card Services to handle, process or transmit funds for any third party.

In addition, you may not, nor may you permit any third party, directly or indirectly, to use the Wedge Card Services for the following businesses or activities:

- Any illegal activity or goods;
- Paraphernalia that may be used for illegal activity;
- Unauthorized multi-level marketing businesses;
- Rebate based businesses;
- Betting, including lottery tickets, sports related gambling, casino gaming chips, off-track betting, and wagers at races;
- Manual or automated cash disbursements;
- Prepaid cards or checks;
- Sales of money-orders or foreign currency;
- Wire transfers or money orders; or
- High-risk products and services, including telemarketing sales.

If you encounter content or witness behavior that you believe is inappropriate and violates this Agreement, you may report it to Wedge by sending an email to: [support@wedge.us](mailto:support@wedge.us).

## **20. Mobile Devices**

The Website and App are fully accessible via a mobile device. To the extent you access the Website and App through a mobile device, your wireless carrier's standard charges, rates, and fees may apply. Wedge is not responsible for any fees or errors that occur while accessing the Website and/or App via mobile device.

## **21. App End User License Agreement**

This Agreement also serves as the End-User License Agreement (“EULA”) between Wedge and Clients that download and use the App. The App is available on the Apple App Store and Google Play Store and is licensed to Clients in accordance with this Agreement. By downloading and using the App, Clients agree that:

- **Acknowledgement:** Client and the Wedge acknowledge that this Agreement is concluded between Client and Wedge only, and not with Apple or Google. Wedge, not Apple or Google, is solely responsible for the App and the content thereof.
- **Scope of License:** The license granted to Client for the App is limited to a non-transferable license to use the App on any Apple-branded or Google-branded products that the Client owns or controls.
- **Maintenance and Support:** Wedge is solely responsible for providing any maintenance and support services with respect to the App, as specified in this Agreement, or as required under applicable law. Wedge and Client acknowledge that neither Apple nor Google have any

obligations whatsoever to furnish any maintenance and support services with respect to the App.

- **Warranty:** Wedge is solely responsible for any product warranties, whether express or implied by law, to the extent not disclaimed in this Agreement. In the event of any failure of the App to conform to any applicable warranty, the Client may notify Apple or Google and Apple or Google will refund the purchase price for the App to the Client. To the maximum extent permitted by applicable law, Apple and/or Google will have no other warranty obligation whatsoever with respect to the App, and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty will be Wedge's sole responsibility.
- **Product Claims:** Client and Wedge agree that Wedge, not Apple or Google, is responsible for addressing any claims of the Client or any third party related to the App of the Client's possession and/or use of the App, including, but not limited to: (i) product liability claims, (ii) any claim that the App fails to conform to any applicable legal or regulatory requirement; (iii) claims arising under the consumer protection, privacy, or similar legislation.
- **Intellectual Property Rights:** Client and Wedge acknowledge that, in the event of any third party claim that the App or the Client's possession and use of that App infringes that third party's intellectual property rights, Wedge, not Apple or Google, will be responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.
- **Legal Compliance:** Client warrants and represents that (i) Client is not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country; and (ii) Client is not listed on any U.S. Government list of prohibited or restricted parties.
- **Developer Name and Address:** The contact information for the App developer, Wedge, below in the "Notices" section, to which any Client questions, complaints, or claims with respect to the App should be directed.
- **Third Party Terms of Agreement:** This Agreement contains references to third-party terms of agreement that the Client must comply with when using the App. For the App specifically, Clients are advised to read the [Apple App Store Terms of Service](#) and [Google Play Store Terms of Service](#).
- **Third Party Beneficiary:** Client and Wedge acknowledge and agree that Apple and Google, and their subsidiaries, are third party beneficiaries of this Agreement, and that, upon the Client's accepts of the terms and conditions of this Agreement, Apple and Google will have the right (and will be deemed to have accepted the right) to enforce this Agreement against the Client as a third-party beneficiary thereof.

## **22. Section 230 of Communications Decency Act**

You acknowledge and agree that Wedge is an interactive computer service provider under Section 230 of the Communications Decency Act. Though Wedge may edit, remove, or control the content displayed through the Website and App, you agree that Wedge will not be considered an

information content provider and will not be held liable for the republication of defamatory or tortious content created by third parties, whether through the Website, App, or otherwise.

### **23. Third Party & Affiliate Links**

You understand that the Website and App may contain links to third party websites, applications, or services that Wedge does not own or control. You agree that Wedge will not be held responsible or liable for the content of third-party websites, applications, or services and that Wedge's inclusion of those websites, applications, or services within its Website does not constitute Wedge's endorsement of, recommendation of, or affiliation with any of those websites, applications, or services.

### **24. No Endorsement**

From time to time, Wedge will refer to commercial products, processes, services, experts, and/or websites. Any reference is not intended to be an endorsement or statement that the information provided by the other party is accurate. Wedge does not endorse any commercial product, process, service, expert, or website. The views and opinions of affiliates, contributors, and others expressed on this Website do not necessarily state or reflect those of Wedge and are not intended to be used for product endorsement purposes.

### **25. Modifications to this Agreement**

You agree that Wedge and the Issuer may modify this Agreement, or any other Wedge terms, policies, or guidelines at any time in our sole discretion. Any new agreement will be effective immediately, by posting a new agreement and updating the "Last Updated" date at the top of these terms. You agree that even if you have not personally visited the website with the new terms of this agreement, that they may have force immediately. To the extent permitted by applicable law, you agree to waive any right you may have to receive additional notice of such changes.

Your continued use of the Wedge Card Services following the posting of changes or modifications will confirm your acceptance of such changes or modifications. You should frequently review these Terms and all applicable terms, policies and guidelines to understand the terms and conditions that apply to your use of the Wedge Card Services.

If you do not agree to the amended terms, you must stop using the Wedge Card Services. Any use of the Wedge Card Services in violation of these Terms may result in, among other things, termination or suspension of your right to use the Wedge Card Services. You agree that your use of the Wedge Card Services will always be subject to the most current version of these Terms at the time of such use.

### **26. Term and Termination**

This Agreement will remain in full force and effect so long as the Website and App are in operation and your Account remains open. The Issuer or Wedge may terminate or suspend this Agreement without liability at any time, without notice, and for any reason, including but not limited to for your violation of a term or condition of this Agreement. You may cancel this Agreement by

returning the Wedge Card to the Issuer or contacting [support@wedge.us](mailto:support@wedge.us). Your termination of this Agreement will not affect any of the Issuer's or Wedge's rights or your obligations arising under this Agreement prior to termination. In the event your Wedge Card is cancelled, closed or terminated for any reason, any remaining available funds associated with the Wedge Card would revert to your Funding Source.

## **27. Disclaimer of Warranties**

WEDGE DISCLAIMS ANY RESPONSIBILITY FOR ANY HARM OR LIABILITY ARISING OUT OF OR RELATED TO YOUR USE OF THE WEDGE CARD SERVICES AND/OR APP. WEDGE PROVIDES THE WEDGE CARD, APP, AND SERVICES PROVIDED THROUGH THE APP ON AN AS-IS BASIS AND WITHOUT WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ACCURACY, COMPLETENESS, NON-INFRINGEMENT, OR QUALITY. SOME JURISDICTIONS DO NOT ALLOW AN EXCLUSION OF IMPLIED WARRANTIES. IF YOU ARE LOCATED IN SUCH A JURISDICTION, THIS EXCLUSION MAY NOT APPLY.

WEDGE WILL NOT BE HELD LIABLE OR RESPONSIBLE FOR ANY CONTENT POSTED ON THE WEBSITE AND/OR APP, INCLUDING BUT NOT LIMITED TO ANY ADVICE OR MARKETING PROVIDED BY ANY THIRD PARTY, ANY THIRD-PARTY LINKS POSTED ON THE WEBSITE, OR ANY CONTENT TRANSMITTED THROUGH THE WEBSITE AND/OR APP. WEDGE IS A SERVICE PROVIDER AND DOES NOT ASSUME RESPONSIBILITY FOR ANY ERROR, OMISSION, INTERRUPTION, DELETION, DEFECT, ALTERATION, AND/OR DESTRUCTION OF IDENTITY. WEDGE RESERVES THE RIGHT TO DISCONTINUE THE USE OF THE WEDGE CARD, WEBSITE AND/OR APP AT ANY TIME.

WEDGE WILL NOT BE HELD LIABLE FOR NETWORK, INTERNET, COMPUTER, HARDWARE, OR SOFTWARE PROGRAM MALFUNCTIONS, FAILURE, DELAYS, OR DIFFICULTIES WITH THE WEBSITE AND/OR APP AT ANY TIME.

FROM TIME TO TIME THE WEDGE CARD SERVICES MAY BE INOPERATIVE, AND WHEN THIS HAPPENS, YOU MAY BE UNABLE TO USE YOUR CARD OR OBTAIN INFORMATION FROM YOUR CARD, INCLUDING YOUR WEDGE ACCOUNT. PLEASE NOTIFY US IMMEDIATELY AT [SUPPORT@WEDGE.US](mailto:SUPPORT@WEDGE.US) IF YOU HAVE ANY PROBLEMS USING YOUR CARD. YOU AGREE THAT THE ISSUER, WEDGE, AND THEIR RESPECTIVE AFFILIATES, EMPLOYEES, OR AGENTS ARE NOT RESPONSIBLE FOR ANY INTERRUPTION OF SERVICE.

## **28. Limitation of Liability**

EXCEPT AS OTHERWISE EXPRESSLY PROVIDED IN THIS AGREEMENT, NONE OF WEDGE, OUR PROGRAM PARTNERS, ISSUER, OUR AFFILIATES, AND THE PARTIES WITH WHOM WE CONTRACT IN ORDER TO OFFER THE WEDGE CARDS, YOUR ACCOUNT, AND RELATED SERVICES WILL BE LIABLE TO YOU UNDER ANY LEGAL THEORY FOR ANY DAMAGES, CLAIMS, INJURIES, JUDGMENTS, COSTS, OR

LIABILITIES ARISING OUT OF OR RELATED TO YOUR USE OR MISUSE OF THE WEDGE CARD, WEBSITE, APP, OR SERVICES AVAILABLE THEREON, INCLUDING, BUT NOT LIMITED TO, LOSS OF BUSINESS, LOSS OF INCOME, SPECIAL DAMAGES, INCIDENTAL DAMAGES, CONSEQUENTIAL DAMAGES, PUNITIVE DAMAGES, OR EXEMPLARY DAMAGES. YOU UNDERSTAND AND AGREE THAT THE MAXIMUM AMOUNT THAT WEDGE CAN BE HELD LIABLE TO YOU UNDER ANY CIRCUMSTANCE IS THE AMOUNT THAT YOU PAID, IF ANY, FOR SERVICES THROUGH THE WEBSITE AND/OR APP, AND IN NO CASE WILL THAT AMOUNT EXCEED \$100. IF NO AMOUNT IS PAID BY YOU TO WEDGE, YOU AGREE THAT YOU WILL BE LIMITED TO INJUNCTIVE RELIEF ONLY UNLESS OTHERWISE PERMITTED BY LAW.

THE WEDGE CARD, WEBSITE OR APP MAY CONTAIN TECHNICAL INACCURACIES OR TYPOGRAPHICAL ERRORS OR OMISSIONS. WEDGE IS NOT RESPONSIBLE FOR ANY SUCH TYPOGRAPHICAL, TECHNICAL, OR PRICING ERRORS LISTED ON THE WEDGE CARD, WEBSITE OR APP.

SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES. IF YOUR JURISDICTION DOES NOT ALLOW THE EXCLUSION OR LIMITATION OF DAMAGES, YOU SHOULD SEEK LEGAL COUNSEL TO UNDERSTAND YOUR LEGAL RIGHTS UNDER THE LAW.

### **29. Indemnification**

You agree to hold harmless, indemnify, and defend Wedge, our program partners and partner banks, and Issuer, our parents, subsidiaries, and other affiliated companies, and each of our and their officers, employees, agents, successors, and assigns, from and against any and all claims, demands, losses, damages, rights, and actions of any kind, including, but not limited to, property damage, infringement, personal injury, and death, that either directly or indirectly arise out of or are related to your use of the Wedge Card and/or App, your use or provision of any Wedge Card Services made through the App, your violation of any term or condition of this Agreement, your violation of any applicable law, statute, ordinance, regulation, or treaty, whether local, state, national, or international, or your violation of the rights of a third party.

Your obligation to defend Wedge under the terms of this Agreement will not provide you with the right to control Wedge' defense, and Wedge reserves the right to control its defense and choose its counsel regardless of your contractual requirement to indemnify Wedge.

### **30. No Assignment**

You acknowledge and agree that you are prohibited from assigning your rights and obligations under this Agreement. To the extent permitted by applicable law, Wedge may assign its rights and obligations under this Agreement at any time, including but not limited to in a sale of the Wedge Card and/or App, without obtaining your consent.

### **31. Jurisdiction, Governing Law, and Resolution of Disputes**

This Agreement will be interpreted, governed, construed, and enforced in accordance with the laws of the United States of America and the State of Texas without giving effect to any conflicts of laws principles. The parties submit to and agree to personal jurisdiction in Texas, with venue proper in Travis County.

YOU, WEDGE AND ISSUER AGREE THAT ARBITRATION WILL BE THE EXCLUSIVE FORUM AND REMEDY AT LAW FOR ANY DISPUTES ARISING OUT OF OR RELATING TO THIS AGREEMENT, YOUR USE OF THE WEDGE CARD SERVICES AND/OR APP, OR THE PURCHASE OF PRODUCTS OR SERVICES FROM WEDGE, INCLUDING ANY DISPUTES CONCERNING THE VALIDITY, INTERPRETATION, VIOLATION, BREACH, OR TERMINATION OF THIS AGREEMENT. ARBITRATION UNDER THIS AGREEMENT WILL BE HELD IN TRAVIS COUNTY AND IN ACCORDANCE WITH THE MOST RECENTLY EFFECTIVE COMMERCIAL ARBITRATION RULES OF THE AMERICAN ARBITRATION ASSOCIATION. THE ARBITRATION PROCEEDING WILL BE DECIDED BY A SINGLE NEUTRAL ARBITRATOR AND THE ARBITRATOR WILL DECIDE THE ARBITRATION PROCEEDING BY APPLYING THE LAWS AND LEGAL PRINCIPLES OF THE STATE OF TEXAS AND THE FEDERAL LAWS OF THE UNITED STATES. THE LOSING PARTY WILL BE REQUIRED TO PAY THE PREVAILING PARTY'S REASONABLE ATTORNEYS' FEES. YOU AND WEDGE AGREE THAT THE SITUS OF THIS AGREEMENT IS IN THE STATE OF TEXAS. YOU AND WEDGE AGREE TO SUBMIT TO THE EXCLUSIVE PERSONAL JURISDICTION OF ANY SUCH ARBITRATOR OR ARBITRATION PROCEEDING.

ANY ARBITRATION UNDER THESE GENERAL TERMS WILL ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, REPRESENTATIVE ACTIONS AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED. YOU WAIVE ANY RIGHT TO HAVE YOUR CASE DECIDED BY A JURY AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST WEDGE AND ISSUER.

ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.

Your agreement to arbitrate and these related terms are made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act (9 U.S.C. 1-16), and not any state arbitration law.

IF YOU DO NOT AGREE TO THE TERMS OF THESE ARBITRATION PROVISIONS, DO NOT ACTIVATE OR USE THE CARD, OR IF IT HAS ALREADY BEEN ACTIVATED, CANCEL IT.

YOU MAY CANCEL THE CARD BY CONTACTING CUSTOMER SERVICE AT SUPPORT@WEDGE.US.

### **32. Limitation on Actions**

WEDGE, ISSUER AND YOU AGREE THAT ANY CAUSE OF ACTION ARISING OUT OF OR RELATED TO THE WEDGE CARD SERVICES, APP, OR ANY PRODUCTS OR SERVICES PURCHASED THROUGH THE APP MUST COMMENCE WITHIN ONE YEAR AFTER THE CAUSE OF ACTION ACCRUES. FAILURE TO ASSERT SAID CAUSE OF ACTION WITHIN ONE YEAR WILL PERMANENTLY BAR ANY AND ALL RELIEF.

YOU WILL ONLY BE PERMITTED TO PURSUE CLAIMS AGAINST WEDGE OR ISSUER ON AN INDIVIDUAL BASIS, NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY CLASS OR REPRESENTATIVE ACTION OR PROCEEDING AND YOU WILL ONLY BE PERMITTED TO SEEK RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ON AN INDIVIDUAL BASIS.

### **33. Severability**

If any provision of this Agreement is found to be invalid or unenforceable for any reason whatsoever, the remaining provisions will remain valid and unimpaired and will continue in full force and effect.

### **34. Integration**

Wedge hereby incorporates its Privacy Policy into this Agreement. This Agreement and its incorporated Privacy Policy constitutes the entire agreement between Wedge and Users with respect to the use of the Wedge Card, Website and App. You acknowledge and agree that any additional provisions that may appear in any communication from you will not bind Wedge.

### **35. Survival**

The provisions related to indemnification, limitation of liability, arbitration and any other provisions necessary to give effect to a party's rights shall survive the termination of the Agreement, the bankruptcy of any party, any transfer, sale or assignment of the Wedge Card, or expiration of the Wedge Card.

### **36. No Waiver**

You understand and agree that no term or provision of this Agreement will be deemed to have been waived and no breach will be deemed to have been consented to unless said waiver or consent is in writing and signed by the party to be charged.

### **37. Child Online Privacy Protection Act**

The Website and App is not directed to persons under the age of eighteen (18) and Wedge will not knowingly collect personally identifiable information from children under the age of eighteen (18). If Wedge inadvertently collects such personally identifiable information, Wedge will delete the personally identifiable information in accordance with its security protocols.

### **38. Reservation of Rights**



All rights not expressly granted herein are reserved to Wedge.

### **39. Notices**

As part of your use of the Wedge Services provided by Wedge and the Issuer, you are entitled by law to receive certain information in writing. The federal Electronic Signatures In Global and National Commerce Act allows us to provide this information to you electronically, instead, with your prior consent. You agree and consent to receive electronically all communications, agreements, documents, notices and disclosures (collectively, “**Communications**”) that we and the Issuer provide in connection with your Wedge Account and your use of the Wedge Services. We, or the Issuer, will provide these Communications to you by posting them on [www.wedge.us](http://www.wedge.us), pushing notifications through the Wedge Card Services, and/or by emailing them to you at the email address registered to your account.

Electronic disclosures and notices have the same meaning and effect as if they had been provided to you as paper copies. Such disclosures and notices are considered received by you within twenty-four (24) hours of the time posted to our website, or within twenty-four (24) hours of the time emailed to you unless we, or the Issuer, receive notice that the email was not delivered.

If you wish to withdraw your consent to receive Communications electronically, you may do so by emailing us at [support@wedge.us](mailto:support@wedge.us) or by calling +1 (844) 980-1538. Please note, however, that if you withdraw your Electronic Consent, you may no longer use the Services.

**YOU MUST KEEP YOUR EMAIL OR ELECTRONIC ADDRESS CURRENT WITH US** in order for us to be able to provide you with important notices and other information from time to time, and you must ensure that the contact information, including the email address registered to your account, is current.

You are responsible for notifying us of any change in your name, physical address, mailing address, email address, or phone number. Requests for address or name changes may be subject to additional verification requirements.

We will attempt to communicate with you only by use of the most recent contact information you have provided to us. You agree that any notice or communication sent to you at an address noted in our records shall be effective unless we have received an address change notice from you.

We cannot accept responsibility for any email messages not received by you or for any delay in the receipt or delivery of any email notification. If you make your email account available to any other individual, you agree that you are responsible for any release of any Account information to such individual.

Any notices regarding to be delivered to Wedge by this Agreement must be submitted in writing to:

Wedge Financial, Inc.  
4031 Guadalupe St.

Austin, TX 78751  
With an email copy sent to: [support@wedge.us](mailto:support@wedge.us)