

TERMS FOR ADDING YOUR ONE CARD TO A DIGITAL WALLET

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PLEASE READ THESE TERMS CAREFULLY.

These Terms for Adding Your One Card to a Third-Party Digital Wallet (the “**Terms**”) apply when you choose to add a One card (“**One Card**”) to a digital wallet or other payment service managed or owned by a third party (“**Wallet**”). In these Terms, “**you**” and “**your**” refer to the cardholder of the One Card, and “**we**,” “**us**,” “**our**,” and “**One**” refer to One Finance, Inc., or any of its suppliers. If you do not agree to these Terms, you may not add your One Card to, or use your One Card in connection with, a Wallet.

When you add a One Card to a Wallet, you agree to these Terms:

1. ADDING YOUR ONE CARD TO A WALLET

You can add an eligible One Card to the Wallet by following the instructions of the Wallet provider. Only One Cards that we indicate are eligible may be added to the Wallet. We may, in our sole discretion and for any reason permitted by law, determine that your One Card is not eligible for enrollment in the Wallet. You may not use your One Card in a Wallet if your One Card has been cancelled, suspended, or closed for any reason. When you add your One Card to the Wallet, the Wallet allows you to use your One Card to enter into transactions where the Wallet is accepted. The Wallet may not be accepted at all places where your One Card is accepted. To complete certain transactions, a merchant may require you to present a physical One Card or a government-issued form of identification. You understand that your use of a One Card through the Wallet is subject to the agreements or terms of use required by the Wallet provider, third party wireless companies, and/or data service providers and others (each, a “**Service Provider**”). We reserve the right to terminate our participation in a Wallet or with a Wallet provider at any time.

2. YOUR ONE CARD TERMS DO NOT CHANGE

The Safe Terms, Spend Agreement, Borrow Agreement, and Privacy Disclosures that govern your One Card do not change when you add your One Card to the Wallet. The Wallet simply provides another way for you to make purchases with the One Card. Any applicable fees and charges that apply to your One Card will also apply when you use the Wallet to access the One Card. One does not charge any additional fees for adding your One Card to the Wallet or using your One Card in the Wallet. The Wallet provider and Service Providers may charge fees.

3. WE ARE NOT RESPONSIBLE FOR THE WALLET

We are not the provider of the Wallet and are not responsible for providing the Wallet service to you. We are only responsible for supplying information securely to the Wallet provider to allow usage of the One Card in the Wallet. We are not responsible for any failure of a Wallet, or for any errors or delays caused by or an inability to use the Wallet for any transaction. We are not responsible for the performance or non-performance of the Wallet provider or any other third parties regarding any agreement you enter into with the Wallet provider or associated third-party relationships that may impact your use of the Wallet.

4. ONE CARD AND WALLET SECURITY AND RESTRICTIONS

You agree to protect and keep private all information required to use the Wallet. Failure to protect this information could allow others to use your One Card and access personal or One Card information. Adding your One Card to the Wallet constitutes providing an access device to the operator of the Wallet, and also authorization for subsequent transactions. To revoke this authorization, you must notify us in advance and provide us the opportunity to close and reissue your One Card. **IT IS YOUR RESPONSIBILITY TO READ AND UNDERSTAND THE THIRD-PARTY AGREEMENTS BEFORE CREATING, ACTIVATING, OR USING A WALLET.**

WE MAKE NO GUARANTEES ABOUT THE INFORMATION SHOWN IN THIRD-PARTY WALLETS. WE ALSO ARE NOT RESPONSIBLE FOR YOUR SUPPORTED DEVICE OR THE SOFTWARE OR HARDWARE IT CONTAINS AND MAKE NO REPRESENTATIONS, WARRANTIES, OR GUARANTEES REGARDING THE SAME.

Restrictions may apply to your use of the One Card and/or Wallet. One Card and/or Wallet use restrictions may include geographic or merchant location restrictions where there is a higher risk of fraud or illegal activity, restrictions to comply with laws or prevent One's liability, and restrictions to prevent fraud and other losses.

5. YOU ARE RESPONSIBLE FOR REPORTING ERRORS

You are responsible for identifying and reporting to us any billing errors that occur as a result of your usage of a Wallet. Any reported errors will be in accordance with the Safe Terms, Spend Agreement, and Borrow Agreement governing your One Card.

6. COMMUNICATING WITH YOU ELECTRONICALLY, BY EMAIL, OR THROUGH YOUR MOBILE DEVICE

You consent to receive electronic communications and disclosures from us in connection with your One Card and the Wallet as permitted by applicable law. You agree that we can contact you by email at any email address you provide to us in connection with any One product, service, or account, or through the mobile device on which you have downloaded the One mobile app. It may include contact from companies working on our behalf to service your accounts. You agree to update your contact information with us when it changes.

7. REMOVING YOUR ONE CARD FROM THE WALLET

You should contact the Wallet provider on how to remove a One Card from the Wallet. Your ability to use your One Card in a Wallet can be ended or suspended at any time, and One has the right to reject or block transactions made with a One Card through a Wallet at any time.

8. GOVERNING LAW AND DISPUTES

These Terms are governed by federal law and, to the extent that state law applies, the laws of the state that apply to the agreement under which your One Card is covered. Disputes between you and us arising out of or relating to these Terms or your access to or use of a

One Card in connection with a Wallet will be subject to any binding arbitration provision and dispute resolution procedures in the agreement under which your One Card is covered.

If any part of these Terms are determined to be invalid or unenforceable pursuant to applicable law including, but not limited to, the warranty disclaimers and liability limitations set forth below, the invalid or unenforceable provision will be deemed superseded by a valid enforceable provision that most closely matches the intent of the original provision, and the remainder of these Terms shall continue in effect. Our failure to exercise or enforce any right or provision of these Terms shall not constitute a waiver of such right or provision. The Section titles in these Terms are for convenience only and have no legal or contractual effect.

9. CHANGES TO THESE TERMS; ASSIGNMENTS

We can terminate or suspend your ability to use your One Card from a Wallet at any time. We also can terminate these Terms, change these Terms, or add or delete any items in these Terms at any time. We can also assign these Terms. We will provide notice if required by law. You cannot change or assign these Terms, but you can terminate these Terms at any time by removing all One Cards from the Wallet. IF YOU DO NOT ACCEPT ANY REVISIONS MADE TO THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE YOUR USE OF AND DELETE ALL ONE CARDS FROM THE WALLET.

10. WARRANTIES / LIMITATIONS OF LIABILITY / INDEMNIFICATION

ANY ONE CARD AND RELATED INFORMATION, PRODUCTS, AND OTHER CONTENT FOR USE WITH OR ACCESSIBLE FROM A WALLET IS PROVIDED "AS IS" AND WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

UNDER NO CIRCUMSTANCES SHALL ONE, ITS PROCESSORS, SUPPLIERS, OR LICENSORS (OR OUR OR THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, EMPLOYEES, OR DIRECTORS) BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, EXEMPLARY, OR CONSEQUENTIAL DAMAGES WHATSOEVER, THAT MAY ARISE IN CONNECTION WITH THESE TERMS OR IN ANY WAY RELATED TO YOUR USE OR INABILITY TO USE ANY ONE CARD IN CONJUNCTION WITH A WALLET; OR IN CONNECTION WITH ANY FAILURE OF PERFORMANCE, ERROR, OMISSION, INTERRUPTION, DEFECT, DELAY IN OPERATION OR TRANSMISSION, COMPUTER VIRUS OR LINE OR SYSTEM FAILURE; OR DISCLOSURE OF INFORMATION WHEN REPLYING TO YOU BY E-MAIL OR OTHER ELECTRONIC MEANS OR RECEIVING E-MAILS FROM YOU; HOWEVER CAUSED, REGARDLESS OF THE THEORY OF LIABILITY (CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS) AND EVEN IF WE ARE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, LOSSES, OR EXPENSES. Some jurisdictions do not allow the exclusion or limitation of liability for consequential or incidental damages. In such jurisdictions, our liability is limited to the greatest extent permitted by law.

USE OF A ONE CARD AND RELATED INFORMATION FOR USE WITH A WALLET INVOLVES THE ELECTRONIC TRANSMISSION OF PERSONAL INFORMATION THROUGH THIRD PARTY CONNECTIONS. BECAUSE WE DO NOT OPERATE OR CONTROL THESE CONNECTIONS, WE CANNOT GUARANTEE THE PRIVACY OR SECURITY OF THESE DATA TRANSMISSIONS. WE ASSUME NO RESPONSIBILITY, NOR LIABILITY FOR ANY

PERSONAL OR CONFIDENTIAL INFORMATION SENT TO OR FROM ONE OVER THE INTERNET FROM YOUR SUPPORTED DEVICE.

WE DO NOT WARRANT NOR REPRESENT THAT YOUR USE OF THE ONE CARD OR THE WALLET WILL NOT INFRINGE RIGHTS OF THIRD PARTIES NOT OWNED OR AFFILIATED WITH US.

You agree to indemnify and hold us harmless from and against any and all claims, losses, expenses, demands, or liabilities, including attorneys' fees and costs, incurred by us in connection with any claim by a third party (including any intellectual property claim) arising out of (i) your use of any One Card and the Wallet or (ii) any breach of the terms and conditions set forth in these Terms by you or your authorized users of the Wallet using your One Card or credentials. You further agree that you will cooperate fully in the defense of any such claims. We reserve the right, at our own expense, to assume the exclusive defense and control of any matter otherwise subject to indemnification by you, and you shall not in any event settle any such claim or matter without our written consent.

This Section 10 shall survive any termination of these Terms.

11. YOUR PRIVACY

Your privacy and the security of your information are important to us. Our Privacy Policy, (available online at: <https://onefinance.com/legal-disclosures/privacy-policy>), as applicable, applies to your use of your One Card in the Wallet. You agree that we may share your information with the Wallet provider, a payment network, and others in order to provide the services you have requested, to make information available to you about your One Card transactions, and to improve our ability to offer these services. This information helps us to add your One Card to the Wallet and to maintain the Wallet. One does not control the privacy and security of your information that may be held by the Wallet provider; that is governed by the privacy policy given to you by the Wallet provider.

12. NOTICES

We can provide notices to you concerning these Terms and your use of a One Card in the Wallet by posting the information on our website, through electronic notice given to any electronic mailbox we maintain for you or any other email address or telephone number you provide to us, or by contacting you at the current address we have on file for you. You may contact us at 1-855-830-6200.

13. CONTACT US

If you have any questions, disputes, or complaints about the Wallet, contact the Wallet provider using the information given to you by the provider. If your question, dispute, or complaint is about your One Card, please contact us at 1-855-830-6200.