

FriendSpend Rewards Agreement

Please read this carefully and retain it for future reference. If you have any questions, please visit the FAQ document [insert link] or ask a question using FriendSpend Rewards Customer Forum.

1. Introduction.

This FriendSpend Rewards Agreement (“**Agreement**”) outlines the terms and conditions governing the FriendSpend Rewards program (“**Rewards Program**”) offered in connection with your THAT Visa® Prepaid Card (“**THAT Card**”). The Rewards Program is offered and administered by Cascade Financial Technology Corp. Please consult the Cardholder Agreement at www.thatprepaidcard.com for additional terms and conditions with respect to THAT Card.

2. Definitions

In this Agreement, the following terms shall have the following meanings:

You, your, and Cardholder - The person to whom THAT Card was issued and who owns the funds in the Card Account.

We, us, and our - Cascade Financial Technology Corp, the third-party service provider that markets and administers this Rewards Program.

Card Account - The First National Bank deposit account associated with your THAT Card, including both the Plastic and Virtual Cards.

Card Issuer – First National Bank.

Spending Squad – The cardholders who build up your FriendSpend Rewards for you by completing Qualified Purchases, including Direct Referrals and Indirect Referrals up to six Generations from you.

Direct Referral – The first generation of your Spending Squad. An individual who (1) using the Referral Code assigned to you, opens a new THAT Card account or (2) adds the Referral Code assigned to you to his/her THAT Card account before activating the card, if the individual did not use a Referral Code to get the card.

Double Rewards – The most Rewards that you can earn if you qualify as described herein based on the terms and conditions described below.

Double Rewards Spend – The minimum amount of Personal Qualified Spend that you must have in order to qualify to receive Double Rewards in any month. The Double Rewards Spend amount is \$500.

FriendSpend Rewards – See Rewards

Generation – A unit of measurement that indicates the referral relationship between two Cardholders.

1. Generation 1 - Direct Referrals of a Cardholder.
2. Generation 2 - Indirect Referral by a Cardholder’s 1st Generation.
3. Generation 3 - Indirect Referral by a Cardholder’s 2nd Generation.
4. Generation 4 - Indirect Referral by a Cardholder’s 3rd Generation.
5. Generation 5 - Indirect Referral by a Cardholder’s 4th Generation.
6. Generation 6 - Indirect Referral by a Cardholder’s 5th Generation.

Indirect Referral – An individual who, using the referral code assigned to one of your Direct Referrals or Indirect Referrals (generations 2 through 5), who opens a new THAT Card Account. In other words, the second through sixth Generations of your Spending Squad.

Calculation Period – The time frame used to calculate the Rewards and Double Rewards is one calendar month, starting on the first day of the calendar month and ending on the last day of the calendar month being calculated.

Rewards/ Regular Rewards – This is the amount that you will receive as a credit to your Card Account when you choose to redeem your rewards.

Personal Qualified Spend – Qualified Purchases made by you.

Qualified Purchases – The dollar value of Non-PIN purchases using your 16-digit Visa account number where you do not enter your PIN to authorize the transaction. In other words, transactions completed excluding purchase transactions where a 4-digit Personal Identification Number (PIN) was used and purchases categorized as cash or quasi-cash.

Referral Code – A code that will be issued to you when you open your Card Account that, when used by a new Cardholder opening their Card Account, will permit us to identify you as the referral source.

Rewards/ Regular Rewards – Rewards that You earn as described herein based on the terms and conditions described below.

3. Calculating Rewards and Double Rewards

Your Regular Rewards for a month is calculated by taking the total Qualified Purchases of your Spending Squad for the Calculation Period and multiplying that amount by four and one half basis points (.00045 or .045%). You can find your Regular Rewards amount accumulated up to the previous day for any calendar month by logging into My Account using our website www.thatprepaidcard.com or mobile applications on or after the first day of the month.

Your Double Rewards for a month is calculated by taking the total Qualified Purchases of your Spending Squad for the Calculation Period and multiplying that amount by nine basis points (.0009 or .09%). You can find your Double Rewards amount accumulated up to the previous day for any calendar month by logging into My Account using our website www.thatprepaidcard.com or mobile applications on or after the first day of the month.

4. Qualifying for Rewards and Double Rewards

In order to qualify to receive Rewards or Double Rewards in any month, your Card Account must be in good standing and in active status throughout the month and your Card Account balance must not be negative at the end of the calendar month unless the negative balance was not caused by you (such as unauthorized use of your card).

In order to qualify to receive Double Rewards in any month, your Personal Qualified Spend in that month must equal or exceed the Double Rewards Spend requirement (\$500.00) or you will not receive Double Rewards for that month.

In no event will you ever receive more than Double Rewards in any month.

5. Redeeming Rewards

You will be eligible to redeem your Rewards or Double Rewards the month after you have qualified for those Rewards or Double Rewards. We will send you an email once you are able to redeem your Rewards. Rewards are not automatically paid. Rewards are redeemed using the Redeem Button on the Rewards page of My Account. If you choose not to redeem your rewards upon qualification, rewards will continue to accumulate until you choose to redeem them. You will not lose rewards if you choose not to redeem them right away.

Once you choose to redeem your rewards, which you do through My Account using our website www.thatprepaidcard.com or mobile applications, your Rewards or Double Rewards will typically be paid by posting a credit in the amount you have earned on your THAT Card Account. The full value of the rewards must be redeemed. If the amount of your Rewards or Double Rewards is more than can be loaded on your THAT Card Account, then any amount in excess of the amount we can load on your THAT Card Account will be sent to you by paper check or electronic bank transfer (commonly referred to as an ACH).

You can find the amount of Rewards or Double Rewards that you earned for any calendar month by logging into My Account using our website www.thatprepaidcard.com or mobile applications on or after the first day of the following calendar month.

In the event that your THAT Card Account is terminated for a reason that is not due to default or fraud and you have earned Rewards or Double Rewards that you haven't yet received, that Rewards or Double Rewards will be sent to you via a paper check or electronic bank transfer.

6. Losing Your Spending Squad

You will lose your Spending Squad if your Card Account is closed. Once you lose your Card Account you will no longer be entitled to earn Rewards or Double Rewards based on the spending of the Cardholders who were in your Spending Squad. You will be able to rebuild your Spending Squad with new Cardholders if you reopen your Card Account or open a new Card Account. If your card is closed due to fraud or a compromise, you will not lose your Spending Squad. We will transfer your Spending Squad to your new card.

7. Adjustments to your Spending Squad

If a Card Account of any Referral in your Spending Squad is closed, then that Cardholder shall be removed from your Spending Squad and all of that Cardholder's Direct Referrals and Indirect Referrals shall be moved one Generation closer to you.

For example: If the Card Account of a Cardholder in your 4th Generation is closed, that Cardholder's Direct Referrals shall be moved from your 5th Generation to your 4th Generation, the Indirect Referrals in that Cardholder's 2nd and 3rd Generation (which previously were in your 6th and 7th Generation) shall be moved to your 5th and 6th Generation respectively.

8. Referral Codes

When you enroll for a THAT Card we will assign a new unique Referral Code to you. Your Referral Code can be used by other consumers to get a THAT Card. Subject to the limitations below, anyone who gets a THAT Card using your Referral Code or adds your Referral Code to his/her THAT Card Account before activating their card, if the individual did not use a Referral Code to get a card, will be considered your Direct Referral.

We will make our best effort to determine who referred a new Cardholder to us.

These are the rules that govern which Cardholder gets credit for being the referral source of a new Cardholder:

- a. If a referred individual uses multiple links that contain different referral codes to get to our website, the Referral Code we will use to determine the referral source is the Referral Code contained in the link that was used closest to the time that individual enrolled in THAT Card (i.e. opened a new Card Account).
- b. If a referred individual changes the Referral Code he or she uses before opening a THAT Card Account, then the last Referral Code will be used to determine the referral source.
- c. If a new Cardholder gets a THAT Card without using a Referral Code, that Cardholder will be allowed to add the Referral Code of the Cardholder who referred him/her before the Cardholder activates his/her card.
- d. In the event of a dispute over who should get credit for referring any individual Cardholder, Cascade's determination shall be final.
- e. In no event can more than one Cardholder be the referral source for any referred Cardholder.

9. Restrictions on Promoting Your Referral Code

You cannot promote your Referral Code or THAT Card online or in any written materials without Cascade's prior written permission. You may not use any URL redirects. You may not use THAT Card's image or any other card related graphics without Cascade's prior written permission. You may not post any ads to promote your Referral Code or post your THAT Card on Craigslist or any similar site. You may not use iframe, pop-ups, or any other method of showing THAT Card's website to consumers. You cannot collect, or cause to be collected, any user data in the process of referring consumers to THAT Card's website. You cannot require any purchase or any other actions in order to get access to your referral code or THAT Card's website.

You may use pre-approved communications prescribed by us to your friends and family to whom you communicate with on a regular basis. These pre-approved communications can be downloaded by logging in to My Account using our website www.thatprepaidcard.com or mobile applications.

10. No Celebrity or Third Party Endorsement

You may not in any way promote or allow your Referral Code to be promoted by a celebrity or any other third party.

11. Violations

We reserve the right to take any or all of the following actions, without warning, if you violate any provision of this Agreement:

- a. Deactivate your Referral Code.
- b. Remove your Spending Squad.
- c. Revoke any Rewards or Double Rewards that you have qualified for but have not yet redeemed as of the time of the infraction.
- d. Terminate this Agreement and prohibit you from participating in the Rewards Program in the future.

12. Fees

We currently do not assess a fee to participate in the Rewards Program, although fees for THAT Card apply. See the Cardholder Agreement for a description of card fees

<https://docs.thatprepaidcard.com/CHA.pdf>.

You are not permitted to charge and agree not to charge any fees or request or receive compensation from any of your referral sources, Direct Referrals, or Indirect Referrals in connection with this Rewards Program.

13. Sharing of Information

By accepting these terms, you agree to let the person who referred you see the following details about you: Your first name, the first initial of your last name, your referral code, the number of direct referrals that you have, the date of your last direct referral, and the size (presented as a number, no names) of the first five generations of your Spending Squad.

14. Agreement to Terms

By activating or using your THAT Card, you agree to the terms of this Agreement. If you do not agree to the terms of this Agreement, do not use your THAT Card. Any actions available to us under this Agreement may be undertaken at our sole discretion.

15. Change in Terms

We may at any time add to, delete or change the terms of this Agreement without notice to you except as required by law. All communication will be provided electronically via My Account and can be accessed using our website www.thatprepaidcard.com or mobile applications.

16. Governing Law, Court Proceedings, Damages, Arbitration

Except as set forth in the Arbitration section below, (i) this Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the State of Nevada; (ii) any action or proceeding with respect to this Agreement or any services hereunder shall be brought only before a federal or state court in the State of Nevada in Clark County; and (iii) you agree to pay upon demand all of our costs and expenses incurred in connection with the enforcement of this Agreement. If we are served summonses, subpoenas, orders or legal processes of any type, we are entitled to rely on the representations therein and may comply with them in our own discretion without regard to jurisdiction.

17. ARBITRATION: PLEASE READ THIS CAREFULLY. YOU AGREE THAT ANY DISPUTE WILL BE RESOLVED BY BINDING ARBITRATION. ARBITRATION REPLACES THE RIGHT TO GO TO COURT, INCLUDING THE RIGHT TO A JURY AND THE RIGHT TO PARTICIPATE IN A CLASS ACTION OR SIMILAR PROCEEDING. IN ARBITRATION, A DISPUTE IS RESOLVED BY AN ARBITRATOR INSTEAD OF A JUDGE OR JURY. ARBITRATION PROCEDURES ARE SIMPLER AND MORE LIMITED THAN COURT PROCEDURES. YOU ALSO AGREE ANY ARBITRATION WILL BE LIMITED TO THE DISPUTE BETWEEN YOU AND US AND WILL NOT BE PART OF A CLASS-WIDE OR CONSOLIDATED ARBITRATION PROCEEDING.

Agreement to Arbitrate: You and we agree that any dispute will be resolved by arbitration. This agreement is governed by the Federal Arbitration Act (FAA), 9 USCS § 1 et seq. and the substantive law of the state of Nevada.

Definitions: Arbitration is a means of having an independent third party resolve a dispute. A “dispute” is any controversy or claim between you and us. The term dispute is to be given its broadest possible meaning and includes, without limitation, all claims or demands (whether past, present or future, including events that occurred prior to the opening of this Account), based on any legal or equitable theory (tort, contract or otherwise), and regardless of the type of relief sought (i.e. money, injunctive relief or declaratory relief). A dispute includes, by way of example and without limitation, any claim based upon federal or state constitution, statute, ordinance, regulation, or common law, and any issue concerning the validity, enforceability or scope of this arbitration agreement. The term “you” includes any authorized user and also your heirs, guardian, personal representative or trustee in bankruptcy. The term “us” includes our employees, officers, directors, attorneys, affiliated companies, predecessors and assigns, as well as our marketing, servicing and collection representatives and agents.

Selection of Arbitrator: If a dispute arises, the party asserting the claim or defense must initiate arbitration, provided you or we may first try to resolve the matter informally or through customary business methods, including collection activity. The party filing arbitration may initiate and pursue the matter with the American Arbitration Association (“AAA”) or we may agree upon a different arbitrator described below. If you claim you have a dispute with us, but do not initiate arbitration or select an arbitrator, we may do so. You may obtain copies of the current rules of arbitration and forms and instructions for initiating arbitration by contacting AAA as follows:

American Arbitration Association
335 Madison Avenue, Floor 10
New York, NY 10017-4605
Website: www.adr.org

The policies and procedures of the arbitrator will apply provided that they are consistent with this arbitration agreement. To the extent the arbitrator ’ s rules or

procedures are different than the terms of this arbitration agreement, the terms of this arbitration agreement shall apply. If either of the arbitration firms are not available to adjudicate the matter, or if the neither is convenient or acceptable to you, you and we may agree on one or more neutral arbitrators. If you and we cannot agree on arbitrator(s), an arbitrator will be appointed by a court with jurisdiction over the matter pursuant to the FAA.

Cost of Arbitration: We will pay the filing fee and any costs or fees charged by the arbitrator regardless of whether you or we initiate the arbitration. Except where otherwise provided by applicable law, each party will be responsible for its own attorneys' fees and other expenses. Unless prohibited by law, the arbitrator may award fees, costs and reasonable attorneys' fees to the party who substantially prevails in the arbitration.

Place of Arbitration: Unless you and we agree, the arbitrator may decide the matter based upon written submissions by the parties if permitted under the arbitration rules. You or we may choose to have a telephonic hearing or desk arbitration. You or we may choose to be represented by counsel.

Review of Arbitration Award: The arbitrator shall apply applicable federal and Nevada substantive law and the terms of your agreement with us. The arbitrator shall make written findings and the arbitrator's award may be filed with any court having jurisdiction. The arbitration award shall be supported by substantial evidence and must be consistent with your agreement with us and applicable law or may be set aside by a court upon judicial review.

Other Provisions: If any portion of this arbitration agreement is subsequently deemed unenforceable, the enforceability of any other provision of this arbitration agreement shall not be affected and the unenforceable term shall be amended such that it is enforceable to the maximum extent permitted by law provided that if a class action litigation or a class-wide arbitration is permitted for any reason, either party may require that the entire dispute be heard by a Judge, sitting without a jury, under applicable court rules and procedures. This arbitration provision shall survive: (i) termination or changes in your agreement with us, your Card Account, or the relationship between you and us concerning your Card Account; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of the Card Account, or any amounts owed on the Card Account, to any other person or entity.

Right to Opt-Out: If you do not wish to agree to arbitrate all disputes with us, you must advise us in writing at the following address within forty-five (45) days of Account opening: Cascade Financial Technology Corp., P.O. Box 81888, Las Vegas, NV 89180-1888

18. Assignability

We may assign or transfer our rights and obligations under this Agreement at any time without prior notice to you except as required by law. This Agreement is not assignable or transferable by you. Notwithstanding the foregoing, this Agreement shall be binding on you, your authorized users,

your heirs, your executors, administrators, guardians, personal representatives, or trustee in bankruptcy.

19. Miscellaneous Provisions

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 Waiver of Jury Trial and Arbitration above, 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 the Rewards Program. 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.