

CarAdvise powered by Fuelman Charge Card Agreement

Welcome to the USAA CarAdvise Charge Card

This Pay with CarAdvise Charge Card Agreement (“**Agreement**”) is between CarAdvise LLC its affiliates, its subsidiaries, successors, or assignees (“**CarAdvise**”, “**we**”, “**us**,” and “**our**”) and the person named in the “Charge Card Enrollment Application”) (“**Company**”, “**you**”, “**your**”, and “**yours**”). This Agreement contains the terms and conditions under which we will open an Account (as defined herein) on your behalf and provide you with a physical CarAdvise charge card (“**Card**”) issued by Corpay Technologies Operating Company (“**Issuer**”) or another financial institution that issued your Card or Cards to you. Please read this Agreement carefully and keep a copy for your records.

Fees and Other Costs Table

The Fees and Other Costs Table below summarizes key information about your Account as of the date of your acceptance of this Agreement.

Payment Information	
Unless you've selected AutoPay Payment (defined in the Definitions section below), all charges made on this Card are due and payable when you receive your periodic statement.	
Fees	
Annual Fee	None
Transaction Fees <ul style="list-style-type: none">• Balance Transfer• Cash Advance• Foreign Transaction	<ul style="list-style-type: none">• N/A• N/A• N/A
Penalty Fees <ul style="list-style-type: none">• Late Payment• Over-the-Credit Limit• Returned Payment	<ul style="list-style-type: none">• None• N/A• \$15 or the lesser maximum amount allowed by law
Optional Fees	
<ul style="list-style-type: none">• Card Replacement Fee• Reactivation Fee	<ul style="list-style-type: none">• \$3.50 per replacement Card• \$19.99

Definitions

This section defines certain additional terms used in this Agreement.

“Account” means the Card account opened for you under this Agreement.

“ACH” means automated clearing house.

“Arbitration Clause” means the clause set forth in Exhibit A to this Agreement. **You should read the Arbitration Clause carefully. It will substantially affect your rights in the event of a dispute between you and us. For example, unless you exercise the right to opt out of arbitration in accordance with the terms of the Arbitration Clause, you will not have the right to a jury trial or the right to bring or participate in a class action.**

“AutoPay” means payment authorized pursuant to Exhibit B, which will apply if (and only if) you authorize AutoPay payments (also referred to herein as Payment Option 1) from the Payment Account through the Platform.

“Billing Period” means the period reflected on your Statement, or the period your Statement would reflect if there were activity. You will have a Billing Period even if a Statement is not provided. Each Billing Period is seven calendar days.

“Business Day” means Monday through Friday, excluding all U.S. federal holidays.

“Enrollment Data” means the information you provide about yourself as prompted during the enrollment process for a Card.

“Manual Bill Payment” means initiating a one-time ACH transfer from your Payment Account.

“Pay Statement Balance” means the ACH payment that is not made via AutoPay, of the Total Due upon receipt of your Statement.

“Payment Account” means any domestic-only bank checking account you link to your Account through the Platform for the purpose of making payments. You are required to link at least one Payment Account to your Account regardless of whether you enable AutoPay authorization. Savings accounts may not be linked to your Account.

“Payment Bank” is the bank or other financial institution that provides a Payment Account to you.

“Payment Due Date” means the date by which you must pay us the Total Due, which, for the avoidance of doubt, will be either (i) immediately following your Purchase(s) if you opt in to AutoPay Payment (subject to transaction settlement rules); or (ii) the date upon which you receive the Statement if you select Manual Bill Payment.

“Payment Option” means the method of payment of your Total Due, consisting of either (i) AutoPay Payment) or (ii) Manual Bill Payment

“Platform” means the customer service platform, offered via our mobile application or website, that we will maintain and make available to you in connection with the Account. Among other things, the Platform will provide information about your Purchases.

“Purchase” means a purchase of goods or services using your Card.

“Spending Limit” means the maximum amount you may access from your Account at any point in time.

“Statement” means the document that we generally provide to you each Billing Period that shows Account activity and amounts you owe. Each Statement reflects a single Billing Period.

“Total Due” means, for each day, the principal balance of your Account from Purchases, including, if applicable, fees as described in the “Fees” section, which we treat as Purchases by incorporating into your Total Due.

“Transaction Limit” means, subject to the Spending Limit, the maximum number of transactions available to you through use of the Card over a daily period.

Your Account

This section explains how you may use the Account, your obligation to pay us, and limitations on your use of the Account.

USING THE CARD

You may use the Card for purchases at participating merchants up to any Spending Limit and Transaction Limit that apply. Your initial Spending Limit and Transaction Limit will be emailed to you at the email address we have on file for you, and posted within our Platform. Instructions regarding changing your Spending Limit and Transaction Limit will be posted on the Platform.

You represent that (i) you are at least eighteen (18) years old; (ii) the Enrollment Data you provided within the Charge Card Enrollment Application or upon enrolling your vehicle in CarAdvise’s maintenance platform is true, accurate, current, and complete; (iii) you have had the opportunity to review our security protocols and agree that they are reasonable and sufficient for your purposes and protection; (iv) you will safeguard your Card; and (v) you are not subject to economic or financial sanctions administered or enforced by any governmental authority, including those administered by the Office of Foreign Assets Control (OFAC) of the U.S. Department of the Treasury. You agree to comply with all applicable federal, state, provincial and local laws, rules and regulations. Your failure to comply with the terms of this Agreement, including those contained in this section, shall be deemed a waiver of any and all claims against us for any losses you sustain from using your Card.

PROMISE TO PAY

You promise to pay us the Total Due on your Account, including all Purchases, and to the extent applicable, all fees, and other amounts billed to your Account, in accordance with your Payment Option. You are liable for all Purchases made by you or anyone you authorize to use or access your Account or Card, together with, to the extent applicable, any fees. This includes any Purchase made by (i) you; and (ii) a person acting pursuant to permission or authorization by you.

LINKING A PAYMENT ACCOUNT

You are required to link a Payment Account to your Account. As a security measure, we may engage in verification of the bank account during your enrollment for the Card. This process may include our making one or two very small deposits (between 1¢ and 20¢ each) to your bank account. We may ask you to verify that you received these small deposits. After we verify your bank account, you authorize us to process a verification withdrawal from your bank account equal to the amount of any deposits that we made to your account. Your bank account will then be successfully linked as your Payment Account. You should make sure that you have sufficient funds available in your bank account to cover this verification withdrawal and your required payments under this Agreement.

PERMISSIBLE USES

You may use your Account for business purposes and you will ensure that your Account is not used in connection with any illegal Purchase or illegal activity or for any Internet gaming, or with any individual or entity that is subject to financial or economic sanctions administered and enforced by the U.S. government, including those administered by OFAC. You may not use the Account or Cards for cash advances or balance transfers, or for purchases of monetary instruments, lottery tickets, casino chips, crypto currency, quasi cash, nonfungible tokens, savings bonds, securities, or gambling, escort, adult entertainment or dating services, or for any non-Purchase transactions, and you may not make Purchases from merchants that primarily offer or sell such services. We may, at our discretion and without notice to you, add to the list of prohibited merchants, merchant categories and transaction types described in this Agreement at any time or from time to time in the future. Upon your request at any time, we will provide you with an updated list of prohibited merchants, merchant categories and transaction types. We may block or decline to authorize any Purchase we reasonably believe would be in violation of these restrictions. However, your payment and other obligations under this Agreement shall not be impacted or limited if any Purchases are made in violation of these limits. Please note Accounts with past due payments may be blocked and unable to be used for fuel purchases or CarAdvise maintenance appointments.

USE OF MOBILE DEVICES

You may be able to use mobile devices (or handheld computers) such as smartphones, e-readers, tablets or other electronic devices (“**Electronic Devices**”) to store and/or access Card or Account information and to use Electronic Devices to make “digital wallet” Purchases using the Card or Account. To the extent this option is available and you choose to use any services that enable Electronic Devices to function in this manner, the provider of such services may have separate terms and conditions that govern your use of the services. We will not be liable if you violate such terms and will not be liable for any consequences of such violation. Except as otherwise provided by applicable law, you will be liable for all Purchases made through use of any digital wallet services, even if such Purchases are not intended by you. If you have any questions, disputes, or complaints about digital wallet services, you should contact the provider of such services in the first instance. **You will not provide such Electronic Device to any other person or allow any other person to use such Electronic Device.**

UNAUTHORIZED USE OF THE ACCOUNT You agree to immediately notify us if you know or suspect that your Card is lost or stolen, or that any Card is otherwise subject to unauthorized use, by contacting our Customer Support team at (618) 495-3952 or via email at support@caradvise.com, Notifying us by phone will be the best way of keeping your losses down.

After we receive notice from you, your Card will be immediately suspended while we conduct our investigation.

What To Do If You Think You Find a Mistake On Your Statement

If you believe that there is an error on your Statement, including transfers made by your Card, or other means, that you did not make, tell us at once by writing to us at: CarAdvise 1951 McConnor Pkwy #59036 Schaumburg, IL 60159. You may also contact us by emailing support@caradvise.com.

In your letter, give us the following information:

- **Account Information:** Your name and Account number.
- **Dollar Amount:** The dollar amount of the suspected error.
- **Description of the Problem:** Describe the error and explain why you believe there is an error. If you need more information, describe the item you are not sure about.

We must hear from you no later than sixty (60) days after the error or problem first appeared on your Statement. You must notify us of any potential errors in writing [or electronically].

We will acknowledge your letter within thirty (30) days and tell you if we have corrected the error by then. Within ninety (90) days of receiving your letter, we will either correct the error or explain why we believe the bill was correct. After we receive your letter, we will not try to collect any amount you question or report you as delinquent on that amount. The charge in question may remain on your Statement, and we can apply any unpaid amount against your

Spending Limit. While you do not have to pay the amount in question, you are responsible for the remainder of your balance.

After we finish our investigation, if we find that we made a mistake on your bill, you will not have to pay the amount in question. If we do not believe there was a mistake, you will have to pay the amount in question. In either case, we will send you a statement of the amount you owe and the date that it is due. If you fail to pay the amount that we think you owe, we may report you as delinquent.

If you receive our explanation, but still believe your bill is wrong, you must write to us within ten (10) days telling us that you still refuse to pay. If you do so, we cannot report you as delinquent without also reporting that you are questioning your bill. We will tell you the name of anyone to whom we reported you as delinquent, and we will tell those organizations that the matter has been settled between us when it finally is. If we do not follow these procedures, you do not have to pay the first \$50 of the amount you question even if your bill is correct.

Your Rights If You Are Dissatisfied With your Card Purchases

If you are dissatisfied with the goods or services that you have purchased with your Card, and you have tried in good faith to correct the problem with the merchant, you may have the right not to pay the remaining amount due on the purchase.

To use this right, all of the following must be true:

1. The purchase must have been made in your home state or within 100 miles of your current mailing address, and the purchase price must have been more than \$50. (Note: Neither of these is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
2. You must have used your Card for the purchase.
3. You must have not yet fully paid for the purchase.

If all the criteria above are met and you are still dissatisfied with the purchase, contact us *in writing* or electronically at:

CarAdvise 1951 McConnor Pkwy #59036 Schaumburg, IL 60159 or support@caradvise.com

While we investigate, the same rules apply to the disputed amount as discussed above. After we finish our investigation, we will tell you our decision. At that point, if we think you owe an amount and you do not pay we may report you as delinquent.

SPENDING LIMITS AND TRANSACTION LIMITS

Your Spending Limit and Transaction Limit (collectively, “**Limits**”) will vary based on your selected Payment Option. You will be eligible for higher Limits if you enroll in AutoPay Payment authorization than if you select Manual Bill Payment.

You agree to keep the Total Due outstanding under this Agreement at all times at or below the Spending Limit and agree not to exceed your Transaction Limit. We may increase or decrease the Limits, effective immediately, in our discretion, based on your Account activity, whether in response to a request by you, or otherwise.

USE LIMITS

To the extent that rules governing the processing of Fuelman transactions permit certain Purchases (for example Purchases below certain established floor limits) to bypass the routine authorization process for Purchase approval, you accept full responsibility for payment of all such Purchases, even if any such Purchase does not comply with any dollar amount or other Purchase limitations agreed-upon by you and us.

DECLINED PURCHASES

We may decline to authorize a Purchase for any reason or no reason. This may occur even if the Purchase would not cause you to go over any Spending Limit or Transaction Limit and your Account is not in default. We are not liable to you or anyone else if we do not authorize a Purchase, even if the charge is within any Spending Limit and Transaction Limit and you are not in default. We are not responsible if anyone refuses to accept the Card.

PURCHASES MADE IN FOREIGN CURRENCIES, BALANCE TRANSFERS OR CASH ADVANCES

Purchases made in a foreign currency are not permitted under this Agreement. In addition, this Agreement does not provide you with balance transfer or cash advance services.

Fees

This section explains if and when we may charge fees.

FEES

We will charge, and you agree to pay, the fees as set forth in this Agreement. We will treat fees as Purchase transactions and include such fees as part of the Total Due unless otherwise specified. Unless otherwise disclosed to you in accordance with applicable law, we will not charge you interest.

RETURNED PAYMENT FEE

We will charge you a returned payment fee of \$15, or the lesser maximum amount allowed by law, where applicable, when your financial institution rejects a payment you make to us.

INTRODUCTORY OR PROMOTIONAL OFFERS

We may from time to time offer you introductory or promotional offers, for example, no fees for a limited period of time. If we offer you an introductory or promotional offer, we will provide details in the specific offer.

CARD REPLACEMENT FEE

We will charge you \$3.50 for the replacement of your card.

REACTIVATION FEE

If your charge card is deactivated as a result of a failed payment or suspected fraud, you may request reactivation of the Account once the payment and/or fraud issue is successfully resolved. You will be charged \$19.99 to reactivate the Account.

COLLECTION COSTS

In the event that we incur reasonable costs (including legal fees) to collect amounts that you owe under the agreement, you will be responsible to reimburse us for such reasonable costs.

Payments

This section explains information about your payments.

PAYMENT DUE

You must pay us the Total Due by the Payment Due Date. To the extent you fail to pay us the Total Due, your Card will be suspended until you pay us all past due amounts.

STATEMENTS

Subject to the following conditions, we will provide Statements to you at the email address you provide to us when you activate your Account. The Statements will be available at the end of each Billing Period with any activity or fee, or an ending debit or credit balance in excess of \$1.00. The Statement will show, among other information, information about Purchases and any fees incurred during the Billing Period, the Total Due, and the Payment Due Date.

HOW TO MAKE PAYMENTS

You may not make payments by check or with funds from your Account or any credit account with us. You must make all payments by (i) arranging for AutoPay in

accordance with Auto Pay Payment. All ACH payments will be subject to the rules of the National Automated Clearinghouse (“NACHA”).

You must link your Account to one or more Payment Accounts through the Platform. Once you have a linked Payment Account, you may make one-time payments from such Payment Account through the Platform. You may also use the Platform to authorize recurring AutoPay payments from any linked Payment Account. You may not authorize AutoPay payments by phone. If you agree to AutoPay, you authorize and direct us to initiate from the Payment Account the Total Due on the applicable Payment Due Date.

RETURNED TRANSACTIONS

In the event that the Payment Bank denies your payment for any reason (Non-Sufficient Funds, Account Closed/Frozen, etc.) (each, a “Returned Transaction”), we will deactivate your Card, and charge you a Return Payment Fee for the Returned Transaction. In addition, you authorize us to re-present the original electronic transaction amount up to two times over the one hundred and eighty (180) day period following the settlement date of the Returned Transaction. We will not be responsible for any fees imposed by the Payment Bank in connection with Returned Transactions from a Payment Account. We will only charge you a Returned Payment Fee one time for the Returned Transaction, even if the represented transaction(s) are additionally returned for insufficient funds.

Our failure to collect the Total Due does not relieve you of your obligation to pay the Total Due. If we are unable to collect the Total Due via AutoPay, you must arrange for payment of the shortfall through ACH transfer or another payment method acceptable to us. We may reject payments that do not comply with the payment instructions in this Agreement or instructions set forth on your Statement or the Platform (a “**Non-Conforming Payment**”). If we decide to accept a Non-Conforming Payment, crediting your Account for the payment may be delayed.

In the event we make an error in processing any payment from a Payment Account, you authorize us to initiate a payment to or from the Payment Account to correct the error.

You further authorize us to initiate any payments you request by email, fax, text message, the Platform or phone.

HOW WE APPLY REFUNDS

Refunds and other credits may be applied to your Account in any manner we choose, and generally do not reduce your obligation to pay the Total Due.

PAYMENT PROCESSING

We may accept and process late payments, partial payments or payments with restrictive endorsements without losing any of our rights. We may reject any payments that do not comply with our payment instructions. We may, at our option, adjust the available Spending Limit on your Account to reflect a payment, or a portion of the payment, immediately after a payment is received (or we may defer increasing the available Spending Limit until we are reasonably satisfied that a payment has been made with good funds). If we give you credit

for a payment that is later rejected, your available Spending Limit will be decreased because of the payment failure, and you will be responsible for repaying the amount of the payment that was reversed (plus any fees avoided on account of such payment). We may reject a payment if your Account has a credit balance when we receive the payment or if the payment would cause your Account to have a credit balance.

Default

This section explains when your Account will be in default and what actions we may take when your Account is in default.

DEFAULT

You will be in default if:

- You do not pay the Total Due on or before the applicable Payment Due Date, or your payment is returned unpaid or cannot be processed;
- You breach any term of this Agreement or any other agreement with us;
- You file or become subject of a bankruptcy, assignment for the benefit of creditors or other insolvency proceeding, or you become generally unable to pay your debts;
- You or your material property is subject to any seizure or forfeiture, or the issuance of any writ of possession, garnishment, attachment or any turnover;
- The Enrollment Data you provided was false, incomplete or misleading, or you later give us any false, incomplete or misleading information;
- You close your Payment Account without providing prior notice and another bank account to link;
- You sell or transfer substantially all of your assets;
- You experience a material change in the nature of your business, change in control, change in structure or cease to do business;
- You experience any material adverse change in financial condition or standing.

EFFECT OF BEING IN DEFAULT

If you are in default, we may, in our sole and absolute discretion, take any one or more of the following actions to the extent allowed by applicable law:

- Close or suspend your Account;
- Require you to immediately pay all or any portion of your total outstanding balance;
- Begin collections activities;
- Lower your Spending Limit and/or Transaction Limit;
- Decline or otherwise limit your ability to make Purchases;
- Commence a legal proceeding against you; and/or
- Take any other action permitted by law.

REMEDIES AND WAIVER

Our rights, remedies and recourse with respect to the enforcement of this Agreement, whether arising in law or in equity, are cumulative and concurrent and may be exercised by us in such order and in such manner as we may determine in our sole and absolute discretion. No delay or omission by us in exercising any right or remedy under this Agreement or applicable law shall impair such right or remedy or be construed as a waiver of any such right or remedy. Any single or partial exercise of a right or remedy shall not preclude further exercise of that right or remedy or the exercise of any other right or remedy. No waiver shall be valid unless in writing and signed by us. A waiver on any one occasion shall not be construed as a bar or waiver of any rights or remedies on future occasions. Where this Agreement or applicable law permits us to take action, or not to take action in our discretion on any matter, any action or inaction on our part with respect to such matter shall not obligate us to repeat such action or inaction with respect to similar matters that may subsequently arise. Except as otherwise required by the express terms and provisions of this Agreement, no notice to or demand to you in any case shall entitle you to any other or further notice or demand in similar or other circumstances.

Communications

This section explains how you may contact us, how we may contact you, and what you should do to update us with your current contact information.

ELECTRONIC COMMUNICATION

We are committed to offering services to you in a convenient, controlled and secure manner. Our online Card application and Card program has been designed around the expectation that all documents, notices, disclosures, policies, amendments, and other communications and information required to be provided to you will be provided electronically in accordance with the terms of the E-SIGN Consent. If you withdraw your consent to electronic communications, we may close your Account.

CONTACTING US

Except as explicitly set forth in the Agreement, if you have any questions, complaints, concerns or requests, you can contact us by:

- Calling us at 618-495-3952.
- Writing us at CarAdvise 1951 McConnor Pkwy #59036 Schaumburg, IL 60159
- Emailing us at support@caradvise.com.

If you attempt to contact us by other means, we may not receive your message and may not be able to respond in a timely manner, or at all. To the extent permitted under applicable law, any written or electronic correspondence you send to us will not be effective until we receive it and have had a reasonable opportunity to act on such correspondence.

CALL MONITORING AND RECORDING

You agree that your telephone communications with us or any of our representatives, affiliates, service providers, agents, or assignees (collectively, the “**Servicing Parties**”) may be monitored, recorded and retained by any of them for training, quality control, evidentiary and other purposes. However, we are not under any obligation to monitor, record, retain or reproduce such items, unless required to do so by applicable law.

CONTACTING YOU

The Servicing Parties may contact you using automatic telephone dialing systems, artificial or prerecorded voice message systems, text messaging systems and automated email systems in order to provide you with, or request, information about this Agreement and/or your Card. The Servicing Parties may make such contacts using any telephone numbers (including wireless, landline and VOIP numbers) or email addresses supplied to us or the Servicing Parties or used in connection with this Agreement and/or the Card, or any other matter. You must notify us immediately of any changes to telephone numbers or email addresses or if you are no longer the subscriber or usual user of telephone numbers or email addresses given to us. Anyone with access to your telephone or email account may listen to or read the messages the Servicing Parties leave or send, and the Servicing Parties will have no liability for anyone accessing such messages. When you receive a telephone call, text message or email, you may incur a charge from the company that provides you with telecommunications, wireless and/or internet services. The Servicing Parties will have no liability for such charges. The permissions set forth in this paragraph are part of our bargain with you concerning your use of your Card and are not intended to be revocable. However, to the extent we are required by applicable law to allow revocation of such consents, you must do so by calling us at 618-495-3952. To stop text messages, you can also reply “STOP” to any text message the Servicing Parties send. To stop emails, you can follow the opt-out instructions included at the bottom of the Servicing Parties' emails. We may treat any attempt to revoke consent to contact you hereunder as a breach of this Agreement.

CHANGES TO ACCOUNT INFORMATION

You agree to promptly notify us of any change to your name, mailing address, email address or telephone number by contacting us. We may rely on your name, telephone number, email address or mailing address as it appears in our records for any and all Account communications, we send to you unless and until you notify us of any changes. We may also, in our sole discretion, update your mailing address if we receive a notification of change from the U.S. Postal Service. You authorize us to share your contact information and any updated thereto with our affiliates, agents, assigns, Servicing Parties and any other service providers.

Other Important Information

This section provides information that is important to understanding your rights and obligations under the Account.

GOVERNING LAW

This Agreement is entered into between you and us in the State of Georgia. Except as otherwise provided in the Arbitration Clause, this Agreement and your Account will be governed by and construed in accordance with federal law and any applicable laws of the State of Georgia without regard to rules concerning conflicts of law or choice of law.

HEADINGS

The headings and captions contained in this Agreement are included only for convenience of reference and do not define, limit, explain or modify this Agreement or its interpretation, construction, or meaning.

REPORTING INFORMATION TO CREDIT BUREAUS

We may report information about your Account to credit bureaus. Late payments, missed payments, or other defaults on the Account may be reflected in your credit report.

PRIVACY

By accepting this Agreement, you authorize us to access your personal information from third parties for the purpose of verifying your identity, to prevent fraud and to authenticate the information you provide to us, in accordance with our Privacy Policy, which can be found here <https://caradvise.com/privacy/>

We will securely store your personal information, and other than providing certain information to our Payment Partners will not give or sell your personal information to third-parties for advertising or marketing purposes without your consent. This Agreement and your submission of data through Enrollment are governed by our Privacy Policy.

SUSPENDING OR CLOSING YOUR ACCOUNT

You can close your Account at any time by contacting us. We may suspend or close your Account or suspend or cancel any feature on your Account, at any time and for any reason permitted under applicable law. If your Account is closed, any of your rights to the Account terminate upon notice of the closure, and unredeemed reward balances may be forfeited. We shall have no liability for any such forfeited rewards.

ASSIGNMENT AND BINDING EFFECT

You may not assign or transfer this Agreement or any Card without our prior written consent, which may be granted or withheld in our absolute discretion. We may assign this Agreement, all or part of your Account balance, and/or any or all of our rights hereunder, or delegate any or all of our responsibilities hereunder, to any third party or parties in our discretion and without notice to you. Subject to the foregoing, this Agreement shall be binding on you and us and our respective successors and assigns.

CHANGES TO THIS AGREEMENT

To the fullest extent permitted by applicable law, we may modify, add to, delete from or otherwise change any of the terms of this Agreement at any time in our sole discretion, and these changes may be effective immediately. We will give you notice of any changes as required by law, and such notices will be in electronic form in accordance with the provisions of the "Communications" section. Subject to applicable law, continued access to or use of your Account following any notice shall be deemed to be your acceptance of such modified version of this Agreement.

ENTIRE AGREEMENT; VALIDITY

This Agreement is the complete and final expression of the agreement between you and us with respect to your Account, and this Agreement may not be contradicted by any alleged oral agreement. Except as otherwise provided in the Arbitration Clause, the holding of any provision of this Agreement as invalid, illegal, or unenforceable, in whole or in part, shall not affect the other provisions of this Agreement, which shall remain in full force and effect.

THIRD-PARTY BENEFICIARY

You understand that the Issuer is a third-party beneficiary to this Agreement and is entitled to the rights and benefits hereunder and may enforce the provisions hereof as if it were a party hereto.

INDEMNIFICATION

To the full extent permitted by applicable law, you agree to indemnify and hold us harmless from any and all liability and expense, including reasonable attorneys' fees, incurred by us in connection with this Agreement or the performance of our duties hereunder unless the actions which give rise to the indemnity request are solely the result of our gross negligence or willful misconduct. The terms and provisions of this Section shall survive the termination of this Agreement, closure of your Account, and/or deactivation of any Cards, for any reason.

LIMITATION OF OUR LIABILITY

Our duties and responsibilities are limited to those described in this Agreement. We will be responsible for loss sustained by you only to the extent that such loss is caused by our gross negligence or willful misconduct. In any case, liability will extend only to the resulting actual direct loss, and not to any incidental, consequential, indirect or special loss or damage. For the avoidance of doubt, we will not be liable if you do not have enough money in your Payment Account to make a payment, if your Payment Account has an overdraft line of credit feature and the transfer would go over the credit limit on your overdraft line of credit features, if the terminal system at the Merchant was not working properly and you knew about the breakdown when you started the transfer, or any other exceptions stated in our Agreement, including the Enrollment Terms and Conditions, with you. Further, we will not be responsible for any loss or damage resulting from any delay in performance or any

failure to perform any of our other responsibilities under this Agreement which is caused by an act of God, fire, pandemic, act of terrorism or other catastrophe, electrical, computer or system failure, acts or failures to act by us or by third parties, or any other cause beyond our reasonable control.

FINANCIAL INFORMATION

You agree to deliver, upon request, any financial information we request, including audited financial statements if requested and available.

SERVICE PROVIDERS

We may also use service providers and agents in connection with providing your Account services or services related to the Account. In doing so, we may permit one or more of our service providers or agents to exercise any of our rights, rely on any consents or permissions that you have granted to us and enforce any of your obligations on our behalf.

EXHIBIT A ARBITRATION CLAUSE

This Arbitration Clause describes how all Claims (defined herein) will be arbitrated at the election of you or us on an individual, non-class, non-representative basis instead of litigated in court. This Arbitration Clause is legally binding on you and us. You are advised to read this Arbitration Clause carefully. Unless you opt out in accordance with the terms set forth in Section 4 below, this Arbitration Clause involves a waiver of your rights to have disputes heard in court by a judge or jury and the right to bring or participate in a class representative or private attorney general action. NOTE: If you are a covered borrower under the Military Lending Act, you are not required to submit to arbitration in the case of a dispute

1. Concerns; Initial Dispute Resolution: We are available by phone at 618-495-3952 to address any concerns you may have regarding your use of the Service. Most concerns may be quickly resolved in this manner. The parties shall use their best efforts to settle any dispute, claim, question, or disagreement directly through consultation and good faith negotiations which shall be a precondition to either party initiating a lawsuit or arbitration.
2. Waiver of Jury Trial; Other Rights. Any dispute, claim or controversy arising out of or relating to this Agreement or the breach, termination, enforcement, interpretation or validity thereof, including the determination of the scope or applicability of this agreement to arbitrate (collectively, “**Claim**”) shall be determined by arbitration before one neutral third-party (“**Arbitrator**”), in accordance with the United States Arbitration Act, 9 U.S.C. §§1–16, as amended. In this Clause, the word “**Claims**” has the broadest reasonable meaning. It includes contract and tort claims (including intentional tort claims) and claims

under constitutions, statutes, ordinances, rules and regulations. It includes all claims even indirectly related to the Agreement or our relationship with you. It includes claims related to marketing and disclosures, privacy and customer information. It includes claims related to the validity in general of the Agreement. **However, it does not include disputes about the validity, coverage or scope of this Clause or any part of this Clause. All such disputes are for a court and not the Arbitrator to decide. In addition, we will not demand arbitration of any lawsuit you bring in small claims court. However, we may demand arbitration of any appeal of a small-claims decision or any small-claims action brought on a class basis.**

The arbitration shall be administered by JAMS and shall be conducted in accordance with the streamlined procedures set forth in the JAMS Comprehensive Arbitration Rules and Procedures as those Rules exist on the effective date of this Agreement, including Rules 16.1 and 16.2 of those Rules (the "Arbitration Rules"). The JAMS Rules governing the arbitration may be accessed at <https://www.jamsadr.com/rules-streamlined-arbitration/>, or by calling JAMS at 1.800.352.5267. Judgment on the Award may be entered in any court having jurisdiction. This clause shall not preclude parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The arbitration hearing shall be in conducted in a location within twenty (20) miles of Your address at the time of such arbitration; provided, however, CarAdvise and you shall each have the right and may elect to attend any such hearing by telephone. The arbitration shall be conducted by the Arbitrator appointed in accordance with the Arbitration Rules.

In the event state law shall govern, the laws of the State of Georgia shall apply, or the law of your state to the extent your home state's law provides material consumer protection not substantially available under Georgia law. The arbitrator will not apply any federal or state rules of civil procedure or evidence in matters relating to evidence or discovery.

The arbitrator shall have the authority to award any relief at law, or in equity which would otherwise be available in a court of law. We will consider any good faith request you make for us to pay the administrator's or arbitrator's filing, administrative, hearing and/or other fees ("**Arbitration Fees**") if you cannot obtain a waiver of such fees from the administrator. We will also pay any Arbitration Fees we are required by law to pay or that we must pay in order for this provision to be enforced. We will pay the reasonable fees and costs you incur for your attorneys, experts and witnesses if we are required to pay such amounts by applicable law or by the administrator's rules. Notwithstanding any language in this provision to the contrary, if the arbitrator finds that any Claim or defense is frivolous, then the arbitrator may require the violating party to pay the injured party's share of Arbitration Fees if permitted by applicable law.

An Arbitrator's award will consist of a written statement stating the disposition of each claim. The award will also provide a concise written statement of the essential findings and conclusions on which the award is based.

1. No Class Actions: We hereto acknowledge and agree that this arbitration shall be solely between the Parties to this Agreement, and no class arbitration, or other representative action may be undertaken by the arbitrator. The parties further agree that the arbitrator shall not have the power to combine this with any other arbitration or to treat this as a representative action, or as a class action.
2. Opt-Out: You may elect to opt out of this Arbitration Clause by sending written notice to us at CarAdvise 1951 McConnor Pkwy #59036 Schaumburg, IL 60159 to be received by the close of business on or before the thirtieth (30th) calendar day after this Agreement is executed/accepted. Opt-out notices received after this deadline shall be of no force and effect. The opt-out shall not modify any of the parties' other rights and remedies contained herein.
3. Waiver and Severability of Terms: Our failure to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision and the other provisions of this Agreement remain in full force and effect.
4. Survival of Claims: You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of the Service must be filed within one year after such claim or cause of action arose or be forever barred.

EXHIBIT B

AUTOPAY AUTHORIZATION

You authorize us and/or our third-party payment processing vendors (the “**Payment Partners**”) to initiate regularly recurring ACH “AutoPay” payments under your CarAdvise Charge Card Agreement (the “**Agreement**”) from your Payment Account. Each day we will automatically deduct your Card balance from your daily Purchases from the Payment Account. You understand that an ACH debit may only be processed by us once we receive notice of your Purchase. It can take up to three (3) Business Days after we receive notice of a Purchase or other transaction to process and post it to your Payment Account. You acknowledge that the origination of ACH transactions to your Payment Account must comply with the provisions of U.S. law. This Authorization is part of the Agreement. All terms used in this Authorization and not otherwise defined are defined in the Agreement.

Here’s How AutoPay Payments Work

If you execute this Authorization, each time you use your Card, you will be deemed to have authorized us to initiate a payment from the Payment Account. Each payment will equal the entire balance of your Account as of the payment date.

We regularly update and display on the Platform information about your Account balance. We will send you an email notification each time we initiate an AutoPay payment.

You promise that each Payment Account is your bank account, and you are entitled to make payments to us from the Payment Account. So long as this Authorization remains in effect, you agree to promptly advise us of any account that replaces the Payment Account, and you authorize us to initiate payments in accordance with this Authorization from such replacement account.

You are responsible for ensuring that the funds are available at the time of each AutoPay payment. In the event that an AutoPay payment is returned (a "Returned Transaction"), You authorize us to re-present the original electronic transaction amount up to two times over the one hundred and eighty (180) day period following the settlement date of the Returned Transaction. We will not be responsible for any fees imposed by the Payment Bank in connection with Returned Transactions from a Payment Account. We will only charge you a Returned Payment Fee one time for the Returned Transaction, even if the represented transaction(s) are returned for insufficient funds.

Stop Payment or Revocation of Authorization

You understand that you have the right to change your election under this Authorization, stop a scheduled payment or revoke this Authorization in its entirety by requesting a change on the Platform or by calling us at 618-495-3952 or writing us at CarAdvise 1951 McConnor Pkwy #59036 Schaumburg, IL 60159 or at support@caradvise.com in sufficient time as to afford us a reasonable opportunity to act on your request (not more than three business days after we receive your request). If you provide us with notification over the phone, we may require you to provide written confirmation of the stop-payment order.