

DECU Retailer Wallet is a service provided by Strivve CardUpdatr ServiceSM

TERMS AND CONDITIONS APPLICABLE TO THE STRIVVE SERVICE

The Strivve CardUpdatr ServiceSM is a web-based service provided by Strivve, Inc., a Washington corporation (“**Strivve**”, “**us**”, “**our**” or “**we**”), that provides users with tools to facilitate the secure online management of payment card information, bank account information, online retailer and other service provider payment account information, for use in future online transactions. These Terms and Conditions (“**Service Terms**”) apply to any individual or entity (“**you**” or “**your**”) accessing or using the Strivve Service, and upon your acceptance of these Service Terms (i.e., by hitting an online “Accept” button or using the Strivve Service in any manner, as more fully described below) form a legally binding agreement between you and Strivve. You acknowledge and agree that, notwithstanding that you may have been invited to use the Strivve Service by a third-party payment card issuer (“**Sponsoring Issuer**”) and that such Sponsoring Issuer may be paying Strivve for your use of the Strivve Service, Strivve and not Sponsoring Issuer or any other third party is the provider of the Strivve Service and you will look solely to Strivve with respect to any questions or issues you encounter with respect to your use of the Strivve Service.

PLEASE CAREFULLY READ THESE TERMS AND CONDITIONS APPLICABLE TO THE STRIVVE SERVICE. YOUR USE OF THE STRIVVE SERVICE IS CONDITIONED UPON YOUR ACCEPTANCE OF THESE SERVICE TERMS WITHOUT MODIFICATION. BY ACCESSING OR USING THE STRIVVE SERVICE, INCLUDING ANY ASSOCIATED SOFTWARE, MOBILE APPS OR WEB SITES, YOU AGREE TO BE LEGALLY BOUND BY THESE SERVICE TERMS. IF YOU DO NOT AGREE TO THESE SERVICE TERMS, YOU MUST IMMEDIATELY DISCONTINUE YOUR USE OF THE STRIVVE SERVICE. IF YOU ARE ENTERING INTO THESE SERVICE TERMS ON BEHALF OF A COMPANY OR OTHER LEGAL ENTITY, YOU REPRESENT THAT YOU HAVE THE AUTHORITY TO BIND SUCH ENTITY TO ALL OF THESE SERVICE TERMS, IN WHICH CASE THE TERMS “YOU” OR “YOUR” SHALL REFER TO SUCH ENTITY.

1. Requirements for Use of Strivve Service. The Strivve Service is intended and offered only for lawful use by individuals or organizations with the legal capacity and authority under applicable law to enter into a contract for such services, solely within the United States or any other jurisdiction where use of the Strivve Service is permitted by applicable law. STRIVVE DOES NOT OFFER SERVICES TO MINORS OR WHERE PROHIBITED BY LAW. By using the Strivve Service, you represent and warrant that you have the legal capacity and authority to enter into this agreement, and that you will use the Services only in accordance with the Service Terms and all applicable laws. You agree to provide accurate and complete information when you use the Strivve Service and you agree to keep such information accurate and complete during the entire time that you use the Strivve Service.

2. License. Subject to your compliance with these Service Terms, Strivve, hereby grants you a limited, personal, non-sublicensable, revocable, non-transferable, nonexclusive license to access and use the Strivve Service for your personal use and/or internal business purposes. You may not sell, assign, rent, lease, distribute, export, transfer or otherwise grant rights to third parties with regard to all or any part of the Strivve Service. You may not modify, reverse-engineer, decompile, disassemble, or attempt to discover the source code, structure or sequence, or otherwise hack, the software supporting the Strivve Service (“**Software**”), and have no right to create derivate works of the Strivve

Service or to create products that compete with the Strivve Service.

3. Your Data. As between you and Strivve, you own all right, title and interest in to any information or data that you input to the Strivve Service or otherwise provide to Strivve in connection with your use of the Strivve Service (“**Your Data**”). You hereby grant to Strivve a nonexclusive, worldwide, assignable, sub-licensable, fully paid-up and royalty-free license and right to copy, distribute, display and perform, publish, prepare derivative works of and otherwise use Your Data solely to the extent necessary to provide you the Strivve Service. You represent and warrant to Strivve that you have all rights necessary to grant the licenses in this Section, and that your provision of Your Data through and in connection with the Strivve Service does not violate any applicable laws or rights of any third party. Strivve will maintain the confidentiality of Your Data, only use Your Data to provide the Strivve Service to you, and will utilize processes and procedures and maintain controls consistent with industry standards necessary to maintain the security of Your Data while in our possession. You acknowledge and agree that Strivve will not retain Your Data and will delete Your Data upon termination of your use of the Strivve Service, every time you access the Strivve Service. You further acknowledge and agree that Your Data does not include Aggregated Data. For purposes of these Service Terms “**Aggregated Data**” means anonymized, aggregated data derived by or through the operation of the Strivve Services that is created by or on behalf of Strivve and that does not reveal any of Your Data or any personally identifying information about you.

4. Suspension or Termination of Services. Without limiting its other remedies, Strivve may limit, suspend, or terminate your use of the Strivve Service if Strivve believes that you are in breach of these Service Terms, Strivve is required to do so by a Sponsoring Issuer or as required under applicable law. Strivve shall effect such termination by providing notice to you, and/or by preventing your access to the Strivve Service. Upon termination of your right to use of the Strivve Service, your license to use the Strivve Service and the Software shall automatically terminate. The provisions of the following sections of these Service Terms shall survive any such termination, howsoever occurring: 3, 4, 5, 6, 7, 8, 9, 10 and 11.

5. Intellectual Property Rights. Strivve and its suppliers shall retain all title, ownership rights, and intellectual property rights in and to the Strivve Service, Software and Aggregated Data and any copies or portions thereof. You acknowledge that the Strivve Service and Software are protected by patent, copyright and other intellectual property laws. All trademarks, service marks or other similar items appearing in the Strivve Service and Software are the property of their respective owners, including Strivve. Except for the rights specifically granted to you in these Service Terms, all rights in and to the Strivve Service and Software are reserved by Strivve.

6. Indemnity. You agree to defend, indemnify and hold Strivve harmless from and against any and all claims, damages, liabilities, and costs and fees (including reasonable attorneys' fees), in connection with or arising out of your (a) violation or breach of these Service Terms or any applicable law or regulation, or (b) use or misuse of the Strivve Service or Software.

7. Limited Warranty. Strivve warrants to you that the Strivve Service will perform in all material respects in accordance with the specifications described in this agreement and/or any other technical documentation applicable to the Strivve Service provided to you by Strivve. As your sole and exclusive remedy with respect to any breach of the foregoing

warranty, Strivve will use all commercially reasonable efforts to modify the applicable portions of the Strivve Service to achieve the functionality described above, and will re-deliver such services to you free of additional charge.

8. WARRANTY DISCLAIMER. EXCEPT FOR THE LIMITED WARRANTIES SPECIFIED IN SECTION 7 ABOVE, THE STRIVVE SERVICE AND SOFTWARE ARE PROVIDED "AS IS", WITHOUT WARRANTY OF ANY KIND, AND STRIVVE HEREBY DISCLAIMS ALL EXPRESS OR IMPLIED WARRANTIES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, QUALITY, PERFORMANCE, ACCURACY, RELIABILITY, AND NON-INFRINGEMENT. STRIVVE MAKES NO WARRANTY THAT THE STRIVVE SERVICE OR SOFTWARE WILL BE AVAILABLE, ACCESSIBLE, UNINTERRUPTED, TIMELY, SECURE, ERROR FREE OR OTHERWISE MEET YOUR EXPECTATIONS, OR THAT ANY DEFECTS OR ERRORS IN THE STRIVVE SERVICE OR SOFTWARE WILL BE CORRECTED. SOME JURISDICTIONS DO NOT ALLOW SOME OF THE EXCLUSIONS OR LIMITATIONS SPECIFIED ABOVE, SO THEY MAY NOT APPLY TO YOU.

9. LIMITATION OF LIABILITY. IN NO EVENT SHALL STRIVVE OR ITS AFFILIATES, SUPPLIERS, DISTRIBUTORS OR ANY SPONSORING ISSUER (OR ANY OF THE FOREGOING ENTITIES' OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS) BE LIABLE FOR ANY INDIRECT DAMAGES, INCLUDING, BY WAY OF ILLUSTRATION AND NOT LIMITATION, LOST DATA, LOST PROFITS, LOST BUSINESS OR LOST OPPORTUNITY, OR ANY INDIRECT, SPECIAL, INCIDENTAL, CONSEQUENTIAL OR EXEMPLARY DAMAGES, INCLUDING LEGAL FEES, ARISING OUT OF THE USE OR INABILITY TO USE THE STRIVVE SERVICE OR SOFTWARE. IN NO EVENT WILL STRIVVE'S MAXIMUM CUMULATIVE LIABILITY TO YOU EXCEED \$500. YOUR SOLE AND EXCLUSIVE REMEDY WITH RESPECT TO ANY PROBLEMS OR DISSATISFACTION WITH THE STRIVVE SERVICE OR SOFTWARE IS TO CEASE USE OF THE STRIVVE SERVICE. SOME JURISDICTIONS DO NOT ALLOW SOME OF THE EXCLUSIONS OR LIMITATIONS SPECIFIED ABOVE, SO THEY MAY NOT APPLY TO YOU.

10. DISPUTE RESOLUTION. Any controversy, claim or dispute arising out of or relating to these Service Terms, or the obligation of a party hereunder, whether based in contract, tort, statute, fraud, misrepresentation or any other legal theory, will be exclusively submitted to final and binding arbitration before a neutral arbitrator instead of in a court by a judge or jury and, in such circumstances, the parties each waive the right to trial by a jury. You agree that any such arbitration will take place on an individual basis; class arbitrations and class actions are not permitted and you are agreeing to give up the ability to participate in any class actions against Strivve. Any arbitration will be conducted in accordance with the currently prevailing commercial arbitration rules of the American Arbitration Association. The parties agree to abide by any decision and award rendered in the proceedings. Any arbitration hearing will be held exclusively in Seattle, Washington, and the laws of Washington State will govern (provided that with respect to arbitrability issues, federal arbitration law will govern). The arbitrator's decision will follow the terms of these Service Terms and will be final and binding. The arbitrator will have authority to award temporary, interim or permanent injunctive relief or relief providing for specific performance of these Service Terms, but only to the extent necessary to provide relief warranted by the individual claim before the arbitrator. Any award rendered by the arbitrator may be confirmed and enforced in any court having jurisdiction.

11. Miscellaneous. These Service Terms contain the entire understanding of the parties

relating to its subject matter and supersede all prior and contemporaneous agreements, arrangements and understandings between the parties. If any provision or provisions hereof shall be held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not be in any way affected. Strivve's failure to act with respect to your breach of these Service Terms does not constitute a waiver and shall not limit Strivve's rights with respect to such breach or any subsequent breaches. You may not assign these Service Terms or your rights or obligations hereunder, in whole or in part, without Strivve's prior written consent. You hereby agree to the use of electronic communication in order to enter into this agreement, and to the electronic delivery of notices, policies and records of transactions initiated or completed through the Strivve Service or Software. Furthermore, you hereby waive any rights or requirements under any laws or regulations in any jurisdiction that require an original (non-electronic) signature or delivery or retention of non-electronic records, to the extent permitted under applicable law.