

## QUARTZ LABS LIMITED CREDIT CARD ACCOUNT OPENING DISCLOSURES – NO SET LINE OF CREDIT

The interest rates below apply to transactions made with the Quartz Card that are not immediately settled in stablecoins. However, all transactions made with the Quartz Card are currently settled immediately in stablecoins, by transferring the required stablecoins from your Quartz Protocol (on-chain program / smart contract) balance. Quartz Labs Limited reserves the right to change the above at any time and allow transactions that are not immediately settled in stablecoins. Interest charged on on-chain loans through your Quartz Protocol account is separate from any interest rates or payment information described in this document.

<b>INTEREST RATE AND INTEREST CHARGES</b>	
<b>Annual Percentage Rate (APR) for Purchases</b>	<b>0.00%</b>
<b>APR for Balance Transfers</b>	N/A
<b>APR for Cash Advances</b>	N/A
<b>Paying Interest</b>	You will not be charged interest on purchases. Your due date for payment of amounts owed on your Card is 21 days after the close of each billing cycle.
<b>Minimum Interest Charge</b>	There is no interest chargeable to this Credit Card.
<b>For Credit Card Tips from the Consumer Financial Protection Bureau</b>	To learn more about factors to consider when applying for or using a credit card, visit the website of the Consumer Financial Protection Bureau at: <a href="http://www.consumerfinance.gov/learnmore">http://www.consumerfinance.gov/learnmore</a>
<b>FEES</b>	
<b>Annual Fees</b>	<b>\$0</b>
<b>Transaction Fees</b> • Balance Transfer • Cash Advance • International Transaction	N/A None 1% of each transaction in U.S. dollars.

<b>Penalty Fees</b>	
. <b>Late Payment</b>	<b>2%</b> of the current outstanding card balance
. <b>Over the Credit Line</b>	<b>None</b>
. <b>Returned Payment</b>	<b>None</b>

**How We Will Calculate Your Balance:** We use a method called "average daily balance". See your Cardholder Agreement for more details.

**Billing Rights:** Information on your rights to dispute transactions and how to exercise those rights is provided in your Card Regulations.

**Loss of Introductory APR:** There is no interest chargeable to this Credit Card.

**How We Will Calculate Your Variable APRs:** There is no interest chargeable to this Credit Card.

**Prime Rate:** There is no interest chargeable to this Credit Card.

**Military Lending Act Disclosure:** The following disclosure applies to persons covered by the Military Lending Act – other governmental programs and laws may also govern or apply to this transaction but are not described in the following disclosure. The following disclosure is required by the Military Lending Act. Federal law provides important protections to members of the Armed Forces and their dependents relating to extensions of consumer credit. In general, the cost of consumer credit to a member of the Armed Forces and his or her dependent may not exceed an annual percentage rate of 36 percent. This rate must include, as applicable to the credit transaction or account: the costs associated with credit insurance premiums; fees for ancillary products sold in connection with the credit transaction; any application fee charged (other than certain application fees for specified credit transactions or accounts); and any participation fee charged (other than certain participation fees for a credit card account).

## QUARTZ LABS LIMITED CARDHOLDER AGREEMENT – SET LINE OF CREDIT

Last Updated: 13 February 2025

Arbitration Clause; Notices: PLEASE REVIEW THE ARBITRATION CLAUSE AND NOTICES SET FORTH BELOW IN THE SECTION TITLED DISPUTE RESOLUTION AND ARBITRATION. BY USING THE RAIN CARD, YOU ARE AGREEING TO THE ARBITRATION CLAUSE AND NOTICES SET FORTH THAT SECTION. THE ARBITRATION CLAUSE WILL HAVE A SUBSTANTIAL EFFECT ON YOUR RIGHTS IN THE EVENT OF A DISPUTE, INCLUDING YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS PROCEEDING.

This Quartz Labs Limited Cardholder Agreement (“**Agreement**”) is a binding agreement between you (“**you**”) and Issuer including its affiliates, successors, and assigns (“**Issuer**,” “**we**,” “**us**,” or “**Our**”) that govern your use of the card account (“**Account**”) provide by Quartz Labs Limited. The Quartz Card is provided to you on behalf of Quartz Labs Limited in connection with your status as Quartz Labs Limited customer and pursuant to your separate User Agreement between you and Quartz Labs Limited (the “**User Terms**”). The Issuer is not a party to the Quartz Labs Limited User Terms and disclaims any liability for the performance of services covered therein.

We reserve the right to amend this Agreement or impose additional obligations or restrictions on you at any time with or without notice to you, except where required by applicable law. By continuing to use the Cards, you agree to be bound by such amendments or additional obligations or restrictions. The date on the top of this page shows when this Agreement was last updated.

### Additional Definitions

The term “Card” means any card we issue associated with your Account, including renewal and substitute cards. The term “Card” also means any other access device that allows you to obtain Account credit from us, including your Account number. Other capitalized terms that are not defined here are generally defined the first time we use those terms. The term “Issuer” refers to Third National. The term “Supported Blockchain” means the Ethereum Blockchain, Polygon Blockchain, Optimism Blockchain, Arbitrum Blockchain and other blockchain networks which may be added at our sole discretion.

### Overview of Account Agreement

Our Account agreement with you (the “Agreement”) is contained in and governed by:

- . this document, called the Quartz Labs Limited Cardholder Agreement;
- . all Account disclosures and terms provided to you before or when the Account is opened, including the terms you accepted when applying for the Account, disclosures in our Card Account Opening Disclosures (the “Account Opening Disclosures”), and any terms we provided in written materials accompanying your Card;
- . all other documents, disclosures and terms that relate specifically to your Account, including:
  - the privacy notices we or Quartz Labs Limited provide to you;
  - the terms shown on periodic billing statements for your Account (each, a “Statement”);
  - the e-signature & electronic communications consent agreement
  - your agreement that you were not solicited for this product, and
- . any future changes we make to any of the above items, as permitted or required by applicable law.

You agree that this Agreement becomes effective the first time you use any Card or the Account. You agree that you were not solicited for this product. You also agree that we may keep and use an image or copy of the Agreement to enforce its terms against you. When the Agreement states we “may” take an action, it means we are authorized to take that action in our sole discretion, subject only to any limitations or requirements established by law and the express terms of the Agreement. Please read these materials carefully and keep them for future reference. We may make new offers to you in the future or forward offers from others that may interest you. If these offers have new or different terms, those terms will be provided with the offer. If you accept the offer, the previously disclosed terms in the Agreement will still apply, except as modified by the offer.

### Account Information We Need

We need and will request complete, current and valid information about you to manage your Account. Such information may include but is not limited to: your legal name; your address(es); your telephone number(s); your date(s) of birth; your employment and income information; and your Social Security number(s); or other government identification number(s). If we agree to issue additional Cards, You must tell us when this information changes. You may update your address as described on your most recent Statement, through the website we maintain for your Account, or by calling us at the telephone number shown on your most recent Statement or the back of your Card. We may require that you provide additional documents that are acceptable to us so that we can verify this information and any changes. We may restrict or close your Account, if we are unable to verify your information, if you do not provide the additional information we request, or at our sole discretion.

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES US TO OBTAIN, VERIFY, AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THESE MEANS FOR YOU: WHEN YOU OPEN AN ACCOUNT, WE WILL ASK FOR THE NAME, ADDRESS, EMPLOYER IDENTIFICATION NUMBER AND ORGANIZATIONAL DOCUMENTS OF THE ACCOUNT OWNER AND THE NAMES, ADDRESSES, DATES OF BIRTH, AND OTHER INFORMATION CONCERNING EACH PRINCIPAL OWNER THAT WILL ALLOW US TO IDENTIFY THE ACCOUNT OWNER AND ITS PRINCIPAL OWNERS. WE MAY ALSO ASK TO SEE A COPY OF EACH PRINCIPAL OWNERS' DRIVER'S LICENSES OR OTHER IDENTIFICATION DOCUMENTS.

### **Balance Categories of Your Account**

"Balance Categories" are the different Account segments we may establish with unique pricing, grace periods or other terms. The Balance Categories of your Account include Purchases, and Special Offers. We reserve the right to decide which Balance Category applies for each Account transaction and our decision will be final.

A "Purchase" means the property, rights, goods and services we allow you to purchase, rent, or otherwise obtain directly from merchants and vendors by using your Card.

A "Special Offer" means transactions and balances that post to your Account, subject to unique pricing, grace periods, or other terms we disclose from time to time for promotional and other reasons. Our Special Offer disclosures will explain when any unpaid Special Offer balances may be transferred to and combined with a different Balance Category after any temporary rate period ends.

### **Your Promises To Us**

You promise to do everything the Agreement requires of you, as long as your Account has a balance or remains open. Each of you and all of you promise, individually and together, to pay us all amounts due on your Account, now and in the future. This includes amounts where you did not sign a purchase slip or other documents for the transaction. If you use your Card number without presenting your actual Card (such as for mail, telephone or Internet purchases), these transactions will be treated as if you used the Card in person. The amounts due on your Account include all transactions in each Balance Category made by any of you, plus all Fees and all Interest Charges, as described in this Agreement. Your "Interest Charges" are the charges we add to your Account based on the Annual Percentage Rates we apply to your Account balances. Your "Fees" are the charges we add to your Account that are not based on the Annual Percentage Rates. If you allow someone else to use your Card, you are responsible for all transactions made by that person and all associated Fees and Interest Charges. If you die, your promise to pay us will apply to your estate, as permitted by law.

### **Using Your Account and Card**

You may use your Card and the Account for making Purchases and for obtaining Special Offers, as permitted by this Agreement and applicable law.

You agree to sign the Card immediately after you receive it. The Card is valid during the dates shown on the front. The Card is our property and you agree to return it to us or destroy it, if we ask. You agree to take reasonable steps to prevent the unauthorized use of your Card and Account.

We are not responsible to you if someone refuses to accept your Card for any reason. We may reject any transaction for any reason. We may limit the combined dollar amount or the total number of certain Account transactions allowed during a single day or other time periods. We may restrict or delay the availability of Account credit, to protect you and us against potential fraud, unauthorized transactions, Account misconduct or misuse, or for other risk management reasons. We will not be liable to you if this happens. Except as otherwise required by applicable law or regulation, we will not be responsible for merchandise or services purchased or leased through the use of any Card or the Account.

You agree not to use, try to use, or permit use of the Card or Account for any Internet gambling transactions or any other transactions that are illegal or not permitted by us. Even if you do, you must still pay us for these transactions and they remain subject to all other terms of our Agreement. You must reimburse the Payment Card Network and us for all damages and expenses associated with these transactions. From time to time, Account services may be unavailable to you, due to circumstances beyond our control, such as system failures, fires, floods, natural disasters or other unpredictable events. When this happens, you may be unable to use your Card or obtain Account information. We will not be responsible or liable to you if this happens.

### **Using a PIN**

We may give you a personal identification number ("PIN"). For security reasons, you may have to provide the PIN before you are able to complete some transactions using the Card. With a PIN, you may, if enabled by us, use your Card to obtain cash from certain automated teller machines ("ATM") or make Purchases at certain merchant point-of-sale devices ("POS"). Where enabled, you may do these things if

the ATM or POS requires entry of a PIN and displays the logo of the Payment Card Network on your Card. We will treat any allowed ATM transactions as Cash Advances and all POS transactions as Purchases. Keep your PIN secure and do not write it down, give it to anyone, or keep it with your Card. If you lose your Card or believe someone has gained unauthorized access to your PIN, you must contact us immediately.

### **Statements and Billing Cycles**

The documents or information we provide after each Billing Cycle through your Statement will disclose important information about your Account, including your Account transactions, payments, Fees, Interest Charges, unpaid balances in each Balance Category, and payment requirements. The intervals of time between your regular Statements (each, a "Billing Cycle") are generally equal (approximately 30 days), but may vary slightly in length. Your first Billing Cycle may be more or less than 30 days. You must pay any Minimum Interest Charge and any Fees due after your first Billing Cycle, even if it is for a period less than 30 days. Your Statements disclose the specific length of each Billing Cycle. Your Account will continue to have Billing Cycles, even if a Statement is not required after any Billing Cycle.

We will send a single Statement to you for all Cards on your Account, except when we are not required or permitted by law to send a Statement. We will send a Statement at the end of each Billing Cycle when your Account has a debit or credit balance of more than \$0.01, if we have charged any Interest Charges to your Account, or as otherwise required by law.

### **Disputed Transactions**

You must promptly inspect each Statement you receive and tell us about any errors or questions you have, as described in the "Billing Rights" section of your Statement and this Agreement. If you do not notify us as provided in these disclosures, we may assume that all information in the Statement is correct. If you dispute a transaction made by you or someone else on your Account, and we later credit your Account for all or part of the disputed amount, you agree to:

- Give us all of your rights against that other person;
- Give us any merchandise or other purchases you received in connection with the disputed amount, if we ask;
- Not pursue any claim or reimbursement from the merchant and other person; and
- Help us pursue and obtain reimbursement from the merchant and that other person, by promptly returning documents with any signatures we may request and otherwise providing us with reasonable cooperation.

### **No Warranties**

Except as otherwise provided in the "Billing Rights" section of your Statements and this Agreement, we are not responsible for any claim you might have regarding the Purchases of goods or services made with your Card from any merchant or vendor.

### **Lost or Stolen Cards; Unauthorized Use; Replacement Cards**

For Consumers: You must take reasonable steps to prevent the unauthorized use of your Card and Account. If you notice the loss or theft of your Card, or a possible unauthorized use of your Card, you should write to us immediately at the address provided on your Statement or call us at the telephone number provided on your Statement. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before your notice to us. In any case, your liability will not exceed \$50 (or any lesser amount required by law or as provided under the express terms of a benefit provided by a Payment Card Network). If we reimburse your Account for unauthorized charges made using your Card, you agree to help us investigate, pursue and obtain reimbursement from the wrongdoer. Your help includes giving us documents that we ask for and that are acceptable to us. Unless canceled, a Card will be valid through the expiration date which is printed on the Card. We may replace a Card at any time and we may continue to issue renewal or replacement Cards until you notify us to cancel the Account.

You are responsible for canceling any lost, misused or stolen Cards, Cards or the Account that you suspect may have been the subject of fraud, unauthorized use or misuse, whether as a result of termination of employment or otherwise. You are responsible for retrieving the canceled Card and destroying it to prevent further use. You may also cancel a Card calling our customer service center. All telephone communications by you to us must be made by calling our customer service center at +353 87 446 2575 as soon as the need arises. You understand that we will require a reasonable amount of time to act on any request made by telephone.

You will not be liable for any unauthorized use of your Card after you notify us orally or in writing of the loss, theft, or possible unauthorized use and you meet the following conditions: (1) you have exercised reasonable care with the Card; (2) you have not reported two or more incidents of unauthorized Card use within the previous 12 months; and (3) you have maintained your Account(s) in good standing. The foregoing liability limitation does not apply to ATM cash advance transactions. In any case, your maximum liability for unauthorized use of a Card will not exceed \$50 and you will not be liable for any unauthorized use that occurs after you notify us (or our designee) at the address or telephone number above.

## **Credit Limits**

Provided you maintain sufficient collateral to cover a Purchase, Quartz Labs Limited doesn't usually limit how much you can spend on your Account but sometimes Quartz Labs Limited may set a spending limit. The limit could be temporary or permanent. Quartz Labs Limited will tell you if we do this but we won't always notify you in advance. Quartz Labs Limited may set and vary limits and restrictions on certain uses of the Card or certain transactions. For example, contactless purchases may have their own limits.

## **Interest Charges**

We may charge Interest Charges to your Account as shown in the Agreement, including your Account Opening Disclosures and Statements.

We figure the Interest Charges on your Account by applying a Daily Periodic Rate to an "Average Daily Balance" of each Balance Category in your Account.

To get the "Average Daily Balance," we take the beginning balance of your Account each day (including any previously billed and unpaid transactions, Interest Charges and Fees), add any new Fees and Account transactions (including Purchases, Special Offers, or debit adjustments), and then subtract any unbilled Interest Charges and any payments or credits. This gives us the "Daily Balance" in each Balance Category. Then, we add up all the Daily Balances in each Balance Category for the Billing Cycle and divide the total by the number of days in the Billing Cycle. This gives us the "Average Daily Balance." Your Statements disclose the "Average Daily Balance" of each Balance Category as the "Balance Subject To Interest Rate."

Interest Charges begin to accrue from the earlier of the date of the transaction, the date the transaction is processed and first posts to your Account, or the first day of the Billing Cycle, except as prohibited by law or as otherwise described in the Agreement. Interest Charges accrue on each unpaid amount until it is paid in full. Billed and unpaid Interest Charges are added to the proper Balance Category of your Account.

We will not assess Interest Charges during a Billing Cycle for any new Purchases made during that Billing Cycle, if you pay the previous month's New Balance in full by its payment due date or if your previous month's New Balance was zero or a credit amount. Each month that you pay your "New Balance" in full by the payment due date. If you have been paying your Account in full with no Interest Charges applied to Purchases, and you do not pay the next New Balance of your Account in full, we will assess prorated Interest Charges on the unpaid balance of your Purchases, as permitted or required by law. There is no grace period on any new Purchase transaction when there is an unpaid balance from a previous Statement. A Special Offer transaction is not subject to a grace period, unless the terms we provided with the Special Offer expressly state that these transactions are subject to a grace period.

To determine the "Daily Periodic Rate" that applies to each Balance Category, we divide the corresponding Annual Percentage Rates by the number of days in a year. The resulting Daily Periodic Rate is carried three places past the decimal point and the last digit is rounded. We calculate your total Interest Charges by multiplying the Average Daily Balance of each Balance Category by its Daily Periodic Rate and then multiplying the result by the number of days in the Billing Cycle. This calculation may vary slightly from the Interest Charges we actually charge after a Billing Cycle, due to the effects of rounding or as a result of any Minimum Interest Charge that applies.

Your Account Opening Disclosures disclose the Daily Periodic Rates and the corresponding Annual Percentage Rates that apply to each Balance Category. Your Account Opening Disclosures disclose the Minimum Interest Charges that will be due if any Balance Category of your Account is subject to Interest Charges after a Billing Cycle. Your Account Opening Disclosures also disclose which Annual Percentage Rates and Daily Periodic Rates may vary from Billing Cycle to Billing Cycle, based on changes to a published index rate. These Account Opening Disclosures identify the index rate we use, and the different margins we add to the index rate to determine the variable Annual Percentage Rates.

## **Fees**

You must pay the following Fees we charge to your Account, in the amounts shown on your Account Opening Disclosures, shown in this Agreement, or disclosed to you at the time you ask us to provide particular services to you or on your behalf.

**Annual Fee:** We may charge you this Fee for making the Account available and issuing Cards to you. We will post and treat this Fee as a Purchase transaction.

**Late Payment Fee:** We may charge you this Fee if we do not receive your payment in time to credit it by the due date shown on your Statement. We will post and treat this Fee as a Purchase transaction.

**Returned Payment Fee:** We may charge you this Fee each time any payment you make to us is not paid by your financial institution for any reason, even if that institution later pays it. We will post and treat this Fee as a Purchase transaction.

Copying Fee: We may charge you a Fee of \$10.00 for each copy of a transaction document or a Statement you request, unless they are required to resolve a billing dispute. We will post and treat this Fee as a Purchase transaction.

Fees for Faster Payment Services: We may make services available that allow you to make faster payments through a customer service representative using a telephone, the Internet or other payment system. We will describe the terms for using these services before you use them. You do not have to use these other payment services, and we may charge you a Fee for using them. If we do, we will tell you the amount of the Fee at the time you request the service. We are not responsible if a payment made using our payment services is rejected or not paid. Even if it is, we may still keep the Fee. We will post and treat these Fees as a Purchase transaction.

Foreign Transaction Fee: We may charge you this Fee each time you make a transaction in a foreign currency (i.e. not in U.S. Dollars) or make a transaction in a country outside the United States. This Fee will post to the same Balance Category as the transaction (for example, as a Purchase), and be treated as other transactions that post to this Balance Category.

### **Transactions Made in Foreign Currencies**

If you make a transaction in a foreign currency, the Payment Card Network will convert it into a U.S. dollar amount. The Payment Card Network will use its currency conversion procedures in effect when it processes the transaction. The conversion rate in effect on the processing date might differ from the rate in effect on the transaction or posting date. We do not currently adjust the currency exchange rate.

### **Making Payments**

You are responsible for payment in full of all transactions and fees identified on your Statement at the end of each Billing Cycle. You make a payment to Quartz Labs Limited through any means permitted by Quartz Labs Limited as disclosed when you log into your Account. You agree to follow the payment requirements we disclose on Statements from time to time.

If your due date occurs on a day on which we do not receive payments, any payment received the next day that conforms to the above requirements will not be treated as late. Please allow at least five (5) days for postal delivery. Unless we or our agents specifically instruct you to remit payment in a different manner, payments received at any other location or in any other form may not be credited for up to five (5) days. This may cause you to be charged Late Payment Fees and additional Interest Charges.

If you give your Account number or other Account information to someone else to make a payment for you, we may provide Account information to them and process their payment as if you made it. We may refuse to accept any payment made by someone else for your Account. If we accept a payment made by someone else for your Account, you will be responsible for the payment made, even if that payment is rejected or not paid.

### **Collateral**

Either your primary linked wallet or any additional wallets may provide the collateral that will secure the charges made by you on any Card (the "**Collateral**"). The Collateral will be in the form of a digital asset. Quartz Labs Limited reserves the right to designate which forms of digital assets may be used as Collateral, and reserves the right to decline a form of Collateral if it does not meet its updated policies, guidelines, or our requirements.

In addition, you authorize Quartz Labs Limited to liquidate Collateral pursuant to this section in the event of a "Liquidation Event." A "liquidation event" will occur at a period set by Quartz Labs Limited, at our discretion for the amount of the approved Purchase; c) if you fail to make a payment of the full amount owed to Quartz Labs Limited within 21 calendar days of the due date on your Statement provided to you; or d) the Market Value of your Collateral drops below the value of the existing charges on your Quartz Labs Limited card(s) and you do not add additional collateral.

"Market Value" of the Collateral will be determined by Quartz Labs Limited using the net redemption value provided by a centralized stablecoin issuer and/or the real time price posted on a reputable and recognized exchange or price aggregator, or by reference to a price oracle, subject to Quartz Labs Limited's sole discretion. You agree that the market value of your collateral is determined solely by Quartz Labs Limited through the above methods. You further agree that the Market Value is determined at the time of a Liquidation Event and any change in or fluctuation in value of the collateral before or after a Liquidation Event will have no bearing on obligations owed to Quartz Labs Limited.

You, through one or more of your linked wallet or additional wallets, will be required to post Collateral that has Market Value in United States Dollars ("**USD**") equal to each dollar that is charged to all of your Card. For example, if you provide Digital Assets with a Market Value equal to \$100 of value in USD, and that Market Value does not change, your spending limit will be equal to \$100 USD. Once \$100 USD has been charged to your Card, you will be required to provide additional Collateral for any incremental Charges. If the Market Value of your collateral goes down below \$100 USD, and you have \$100 USD in charges, you may be subject to a Liquidation Event. If the

Market Value of your collateral is subject to a liquidation event when the Market Value is below your existing charges, you still owe us any difference between the USD value of the charges, and the USD value of the collateral at the time of Liquidation.

The Collateral will be owned by you at all times and held in your custody within one or more smart contracts on the Supported Blockchains. Quartz Labs Limited will only have access to the Collateral during or after a Liquidation Event. Once a Liquidation Event occurs, the Collateral will be foreclosed and liquidated by the smart contract in order to repay the outstanding balance on your Card. You authorize Quartz Labs Limited and its designees to foreclose and/or liquidate the Collateral upon a Liquidation Event and use the amounts to satisfy your payment obligations owed to Quartz Labs Limited. You agree that Quartz Labs Limited will not be required to notify you prior to such liquidation and you acknowledge and agree that, because of the nature of the blockchain technology and smart contract infrastructure, Quartz Labs Limited may not be in a position to stop a liquidation from occurring.

To withdraw your Collateral, you must provide Quartz Labs Limited at least (3) business days prior notice. You agree that any Collateral that has been provided within the (3) business days of your notice to us may be subject to liquidation. Your withdrawal of any Collateral will not terminate any outstanding payment obligations you may have on your Card.

Quartz Labs Limited will not, in any circumstance, be holding custody of your Collateral. Quartz Labs Limited is not a custodian or owner of your Collateral. If a Liquidation Event occurs, only the amount required to repay your outstanding financial obligations to Quartz Labs Limited will be liquidated from your Collateral. Any unencumbered Collateral balances shall remain freely accessible. You authorize and consent to Quartz Labs Limited liquidating the Collateral upon a Liquidation Event through a third party or by other means in order to satisfy payment obligations owed by you to Quartz Labs Limited, the Issuer or other third party, as applicable.

FOR CONSUMERS: FOR YOUR CONVENIENCE, OUR SERVICE IS STRUCTURED TO INITIATE REPAYMENTS VIA PREAUTHORIZED TRANSFERS FROM A LINKED ACCOUNT, HOWEVER, QUARTZ LABS LIMITED DOES NOT CONDITION ITS EXTENSION OF CREDIT ON A CONSUMER'S REPAYMENT BY PREAUTHORIZED ELECTRONIC FUND TRANSFERS. ACCORDINGLY, YOU MAY OPT-OUT OF PREAUTHORIZED ELECTRONIC FUND TRANSFERS BY CONTACTING CUSTOMER SERVICE AT [support@quartzpay.io](mailto:support@quartzpay.io)

### **Payment Processing**

We may accept and process payments without losing any of our rights. Even if we credit your payment to your Account, we may delay the availability of Account credit until we confirm that your payment has cleared. We may resubmit and electronically collect returned payments. We may also adjust your Account as necessary to correct errors, to process returned and reversed payments, and to handle similar issues.

An "Item" means a check, draft, money order or other negotiable instrument you use to pay your Account. This includes any image of these instruments. When you provide an Item as payment, you authorize us either to use information from your Item to make a one time electronic fund transfer from your deposit account or to process the payment as a check transaction. When we use information from your Item to make an electronic funds transfer, funds may be withdrawn from your deposit account as soon as the same day your payment is received and you will not receive your Item back from your financial institution. You may contact us and ask that we not process your future Items in this way. If we process the payment as a check transaction, you understand and agree that we may convert your Item into an electronic image that can be collected from your depository institution as a substitute check. We will not be responsible if an Item you provide has physical features that, when imaged, result in it not being processed as you intended.

### **Items with Restrictive Words, Conditions or Instructions**

All Items that have restrictive words, conditions, limitations or special instructions added (including Items marked with the words "Paid in Full" or similar language), and all accompanying communications, must be mailed to and received at Quartz Labs Limited, The Rubicon Centre, Munster Technological University, Bishopstown, Cork, Ireland, T12 Y275. If you make your payment or send any accompanying communications to any other address, we may accept and process the payment, without losing any of our rights.

### **Credit Balances**

We may reject and return to you any payment that creates a credit balance on your Account. Any credit balance we allow will not be available until we confirm that your payment has cleared. We may reduce the amount of any credit balance by any new amounts billed to your Account. You may contact us as provided on your Statement and request a refund of any available credit balance. If you contact us in writing, we will refund your credit balance within seven (7) business days from our receipt of your written request. A business day means any day in which our offices are open for the processing of Account payments and credits.

### **Account Default**

We may consider you in default of your Agreement with us if:

- you do not make any payment when it is due;



- any payment you make is rejected, not paid or cannot be processed;
- in the event of a Liquidation Event;
- a bankruptcy or other insolvency proceeding is filed by or against you;
- you die or are legally declared incompetent or incapacitated;
- we determine that you made a false, incomplete or misleading statement on any of your Account documentation, or you otherwise tried to defraud us;
- you do not comply with any term of this Agreement or any other agreement with us; or
- you permanently reside outside the United States.

Paying the Interest Charges and Fees charged in connection with a default will not, by itself, cure the default. If you are in default, we may take the following actions without notifying you, unless the law says that we must notify you:

- close or suspend your Account;
- demand that you immediately pay the entire balance owing on your Account;
- continue to charge you Interest Charges and Fees as long as your balances remain outstanding; and/or
- pursue any other action against you that the law allows, which includes the filing of a lawsuit against you.
- You agree to pay us all of our collection expenses, attorneys' fees, and court costs, unless the law does not allow us to collect these amounts.

### **Communications**

We may contact you from time to time about your Account. We may contact you in any manner we choose, unless the law says that we cannot. For example, we may:

- contact you by mail, telephone, email, fax, recorded message, text message or personal visit;
- contact you using an automated dialing or similar device ("Autodialer");
- contact you at your home and at your place of employment;
- contact you on your mobile telephone;
- contact you at any time, including weekends and holidays;
- contact you with any frequency;
- leave recorded and other messages on your answering machine/service and with others; and
- identify ourselves, your relationship with us, and our purpose for contacting you, even if others might hear or read it.

Our contacts with you about your Account are not unsolicited and may result from information we obtain from you or others. We may monitor or record any conversation or other communication with you. Unless the law prohibits us from doing so, we may modify or suppress caller identification and similar services, and identify ourselves on these services in any manner we choose. When you give us or we obtain your mobile telephone number, we may contact you at this number using an Autodialer and can also leave recorded and other messages. We may do these things, whether we contact you or you contact us. If you ask us to discuss your Account with someone else, you must provide us with documents and authorization that we ask for and that are acceptable to us.

### **Credit Reports**

We may provide information about you and the Account to consumer credit reporting agencies. We may also provide information about you and the Account to others as described in our Privacy Notices.

Information we provide might appear on credit reports about you. This could include negative information, if you do not comply with the terms of this Agreement. We may obtain and use credit and income information about you from consumer credit reporting agencies and others as the law allows. If you believe we have reported inaccurate information about you to a credit reporting agency, notify us in writing at: Quartz Labs Limited, The Rubicon Centre, Munster Technological University, Bishopstown, Cork, Ireland, T12 Y275. In doing so, identify yourself, your Account, the information you believe is inaccurate, and tell us why you believe the information is incorrect. If you have supporting documents or information, such as a copy of a credit report that includes information you believe is inaccurate, send us the supporting documents and information, too.

### **Closing or Suspending Your Account**

You may ask us to close your Account by calling or writing us as described on your Statement. If you do, we may provide you with additional details about this process and request certain information from you, including payment information. If you use your Card or charges post to your Account after you ask us to close it, we may keep your Account open or reopen it. We may close or suspend your Account and your right to obtain credit from us. We may do this at any time and for any reason, as permitted by law, even if you are not in default. A suspension of your Account might be permanent or temporary.

If your Account is closed or suspended for any reason, you must stop using your Card. You must also cancel all recurring charges or similar billing arrangements connected with the Account. We will not do this for you. If we close or permanently suspend your Account, you must also destroy all Cards.

You must still pay us all amounts you owe on the Account, even if these amounts are charged after your Account is closed or suspended.

### **Changes to Your Agreement**

You may not change the Agreement, unless one of our authorized officers expressly agrees to do so in a signed writing. We may, at any time, add, delete or change any term of this Agreement, unless the law prohibits us from doing so. We will give you any notice and wait any time period required by law before the changes take effect. If we notify you of changes, we will send you a separate notice or inform you on your Statement. We may send this notice to you electronically, as permitted by law. Our notice will tell you when and how the changes will take effect and describe any rights you have in connection with the changes.

All of the variable Annual Percentage Rates of your Account can go up or down in each Billing Cycle, as the published index for these rates goes up or down. If we increase your Interest Charges for any other reason, we will notify you in writing. If we increase your Fees or change other significant Account terms, we will notify you in writing and inform you of your options, including any right to reject these changes.

We may increase your Interest Charges for new Account transactions and your Fees after the first year of the Account. We may change any other terms of your Account at any time, after giving you any notice and waiting any period of time required by law. The Account Opening Disclosures describe the amount of the Penalty APR, if any.

### **The Law that Applies to Your Agreement**

This Agreement will be interpreted using Puerto Rican law. Federal law will be used when it applies. You waive any applicable statute of limitations, as the law allows. Otherwise, the applicable statute of limitations period for all provisions and purposes under this Agreement (including the right to collect debt) will be the longer of the time period provided by Puerto Rico law or the law of the jurisdiction where you live. If any part of this Agreement is found to be unenforceable, the remaining parts will remain in effect.

### **Waiver**

We will not lose any of our rights if we delay taking any action for any reason or if we do not notify you. For example, we may waive your Interest Charges or Fees without notifying you and without losing our right to charge them in the future. We may always enforce our rights later and may take other actions not listed in this Agreement if the law allows them. You do not have to receive notice from us of any waiver, delay, demand or dishonor. We may proceed against you before proceeding against someone else.

### **Assignment**

This Agreement will be binding on, and benefit, any of your and our successors and assigns. You may not transfer your Account or your Agreement to someone else without our written permission. We may transfer your Account and this Agreement to another company or person at any time, without your permission and without prior notice to you. If we do, they will take our place under this Agreement. You must pay them and perform all of your obligations to them and not us. If you pay us after you are informed or learn that we have transferred your Account or this Agreement, we can handle your payment in any way we think is reasonable. This includes returning the payment to you or forwarding the payment to the other company or person.

### **Amendments**

We reserve the right to amend this Agreement at any time, by adding, deleting, or changing provisions of this Agreement. All amendments will comply with the applicable notice requirements of federal and state law that are in effect at that time.

### **Dispute Resolution and Arbitration**

PLEASE READ THIS "DISPUTE RESOLUTION AND ARBITRATION" PROVISION VERY CAREFULLY. IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND QUARTZ LABS LIMITED.

## **Binding Arbitration**

(a) You and Quartz Labs Limited agree that any and all past, present and future Disputes (defined below) shall be determined by arbitration, unless your Dispute is subject to an exception to this agreement to arbitrate set forth below. You and Quartz Labs Limited further agree that any arbitration pursuant to this section shall not proceed as a class, group or representative action. The award of the arbitrator may be entered in any court having jurisdiction. "Dispute" means any dispute, claim, or controversy between you and Quartz Labs Limited that arises out of or relates to (i) this Platform Agreement (including any addenda hereto or other terms incorporated herein by reference), (ii) the breach, termination, enforcement, interpretation or validity hereof, including the determination of the scope or applicability of the agreement to arbitrate hereunder, or (iii) any Services (including, without limitation, the Quartz Card).

(b) This agreement to arbitrate shall be construed under and be subject to the Federal Arbitration Act, notwithstanding any other choice of law set out in this Agreement.

## **Arbitration Procedure**

(a) Before filing a claim against Quartz Labs Limited, you agree to try to resolve the Dispute informally by providing written notice to Quartz Labs Limited of the actual or potential Dispute. Similarly, Quartz Labs Limited will provide written notice to you of any actual or potential Dispute to endeavor to resolve any claim we may possess informally before taking any formal action. The party that provides the notice of the actual or potential Dispute (the "Notifying Party") will include in that notice (a "Notice of Dispute") the name of The Notifying Party, the Notifying Party's contact information for any communications relating to such Dispute, and sufficient details regarding such Dispute to enable the other party (the "Notified Party") to understand the basis of and evaluate the concerns raised. If the Notified Party responds within ten (10) business days after receiving the Notice of Dispute that it is ready and willing to engage in good faith discussions in an effort to resolve the Dispute informally, then each party shall promptly participate in such discussions in good faith.

(b) If, notwithstanding the Notifying Party's compliance with all of its obligations under the preceding paragraph, a Dispute is not resolved within thirty (30) days after the Notice of Dispute is sent (or if the Notified Party fails to respond to the Notice of Dispute within ten (10) business days), the Notifying Party may initiate an arbitration proceeding as described below. If either party purports to initiate arbitration without first providing a Notice of Dispute and otherwise complying with all of its obligations under the preceding paragraph, then, notwithstanding any other provision of this Platform Agreement, the arbitrator(s) will promptly dismiss the claim with prejudice and will award the other party all of its costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with such Dispute.

(c) You and Quartz Labs Limited each agree to resolve any Disputes that are not resolved informally as described above through final and binding arbitration as discussed herein, except as set forth under Section 12.3 below. You and Quartz Labs Limited agree that the American Arbitration Association ("AAA") will administer the arbitration under its Commercial Arbitration Rules (the "Rules"). The Rules are available at [www.adr.org](http://www.adr.org) or by calling the AAA at 1-800-778-7879. A party who desires to initiate arbitration must provide the other party with a written Demand for Arbitration as specified in the AAA Rules. (The AAA provides a general Demand for Arbitration.) Arbitration will proceed on an individual basis and will be handled by a sole arbitrator. The single arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from the AAA's roster of arbitrators. If the parties are unable to agree upon an arbitrator within fourteen (14) days of delivery of the Demand for Arbitration, then the AAA will appoint the arbitrator in accordance with the AAA Rules. The arbitrator(s) shall be authorized to award any remedies, including injunctive relief, that would be available to you in an individual lawsuit, subject to any effective and enforceable limitations of liability or exclusions of remedies set forth herein. Notwithstanding any language to the contrary in this paragraph, if a party seeks injunctive relief that would significantly impact other Quartz Labs Limited users as reasonably determined by either party, the parties agree that such arbitration will proceed on an individual basis but will be handled by a panel of three (3) arbitrators. Each party shall select one arbitrator, and the two party-selected arbitrators shall select the third, who shall serve as chair of the arbitral panel. That chairperson shall be a retired judge or an attorney licensed to practice law and with experience arbitrating or mediating disputes. In the event of disagreement as to whether the threshold for a three-arbitrator panel has been met, the sole arbitrator appointed in accordance with this Section shall make that determination. If the arbitrator determines a three-person panel is appropriate, the arbitrator may -- if selected by either party or as the chair by the two party-selected arbitrators -- participate in the arbitral panel. Except as and to the extent otherwise may be required by law, the arbitration proceeding and any award shall be confidential.

(d) You and Quartz Labs Limited further agree that the arbitration will be held in the English language in New York, New York, or, if you so elect, all proceedings can be conducted via videoconference, telephonically or via other remote electronic means.

(e) Filing costs and administrative fees shall be paid in accordance with the AAA Rules; provided that the prevailing party will be entitled to recover its reasonable attorneys' fees, expert witness fees, and out-of-pocket costs incurred in connection with the arbitration proceeding, in addition to any other relief it may be awarded.

(f) You and Quartz Labs Limited agree that, notwithstanding anything to the contrary in the Rules, the arbitration of any Dispute shall proceed on an individual basis, and neither you nor Quartz Labs Limited may bring a claim as a part of a class, group, collective, coordinated, consolidated or mass arbitration (each, a "Collective Arbitration"). Without limiting the generality of the foregoing, a claim to resolve any Dispute against Quartz Labs Limited will be deemed a Collective Arbitration if (i) two (2) or more similar claims for arbitration

are filed concurrently by or on behalf of one or more claimants; and (ii) counsel for the claimants are the same, share fees or coordinate across the arbitrations. "Concurrently" for purposes of this provision means that both arbitrations are pending (filed but not yet resolved) at the same time.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR QUARTZ LABS LIMITED SHALL BE ENTITLED TO CONSOLIDATE, JOIN OR COORDINATE DISPUTES BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE OR LITIGATE ANY DISPUTE IN A REPRESENTATIVE CAPACITY, INCLUDING AS A REPRESENTATIVE MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. IN CONNECTION WITH ANY DISPUTE, ANY AND ALL SUCH RIGHTS ARE HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVED. Without limiting the foregoing, any challenge to the validity of this paragraph shall be determined exclusively by the arbitrator.

#### Small Claims

Notwithstanding your and Quartz Labs Limited's agreement to arbitrate Disputes, You and Quartz Labs Limited retain the right to bring an individual action in small claims court.

#### Class Waiver

To the extent applicable law permits, any dispute arising out of or relating to this Platform Agreement, whether in arbitration or in court, will be conducted only on an individual basis and not in a class, consolidated or representative action. Notwithstanding any other provision of this Platform Agreement or the AAA Rules, disputes regarding the interpretation, applicability, or enforceability of this class waiver may be resolved only by a court and not by an arbitrator. If this waiver of class or consolidated actions is deemed invalid or unenforceable, neither party is entitled to arbitration.

#### No Jury Trial

If for any reason a claim or dispute proceeds in court rather than through arbitration, each party knowingly and irrevocably waives any right to trial by jury in any action, proceeding or counterclaim arising out of or relating to this Platform Agreement.

#### Venue and Jurisdiction for Judicial Proceedings

Except as otherwise required by applicable law or provided in this Platform Agreement, in the event that the agreement to arbitrate is found not to apply to you or your Dispute, you and Quartz Labs Limited agree that any judicial proceeding may only be brought in a court of competent jurisdiction in Puerto Rico. Both you and Quartz Labs Limited irrevocably consent to venue and personal jurisdiction there; provided that either party may bring any action to confirm an arbitral award in any court having jurisdiction.

#### Confidentiality

The existence of and all information regarding any Dispute will be held in strict confidence by the parties and will not be disclosed by either party except as reasonably necessary in connection with the conduct of the arbitration or the confirmation or enforcement of any arbitral award. Any such permitted disclosure will, to the maximum extent reasonably practicable, be made subject to obligations of confidentiality at least as stringent as the provisions of this paragraph. If any disclosure of information regarding any Dispute is required under applicable law, the parties shall reasonably cooperate with one another to obtain protective orders or otherwise to preserve the confidentiality of such information.

#### Survival

This agreement to arbitrate shall survive the termination or expiration of this Platform Agreement. With the exception of the provisions of this agreement to arbitrate that prohibit Collective Arbitration, if a court decides that any part of this agreement to arbitrate is invalid or unenforceable, then the remaining portions of this agreement to arbitrate shall nevertheless remain valid and in force. In the event that a court finds the prohibition of Collective Arbitration to be invalid or unenforceable, then the entirety of this agreement to arbitrate shall be deemed void (but no provisions of this Platform Agreement unrelated to arbitration shall be void), and any remaining Dispute must be litigated in court pursuant to the preceding paragraph.

#### **Your Billing Rights: Keep This Document For Future Use**

This notice is for Consumers using the Card Account and tells you about your rights and our responsibilities under the Fair Credit Billing Act.

#### **What To Do If You Find A Mistake On Your Statement**

If you think there is an error on your statement, email us at [support@quartzpay.io](mailto:support@quartzpay.io), or write to us at:

Quartz Labs Limited, The Rubicon Centre, Munster Technological University, Bishopstown, Cork, Ireland, T12 Y275

In your letter, give us the following information:

- Account information: Your name and account number (this may be the blockchain wallet address you used to sign up for the account or another number).
- Dollar amount: The dollar amount of the suspected error
- Description of problem: If you think there is an error on your bill, describe what you believe is wrong and why you believe it is a mistake.

You must contact us:

- Within 60 days after the error appeared on your statement.
- At least 3 business days before an automated payment is scheduled, if you want to stop payment on the amount you think is wrong.

You must notify us of any potential errors in writing. You may call us, but if you do we are not required to investigate any potential errors and you may have to pay the amount in question.

### **What Will Happen After We Receive Your Letter**

When we receive your letter, we must do two things:

- Within 30 days of receiving your letter, we must tell you that we received your letter. We will also tell you if we have already corrected the error.
- Within 90 days of receiving your letter, we must either correct the error or explain to you why we believe the bill is correct.

While we investigate whether or not there has been an error:

- We cannot try to collect the amount in question, or report you as delinquent on that amount.
- The charge in question may remain on your statement, and we may continue to charge you interest on that amount.
- While you do not have to pay the amount in question, you are responsible for the remainder of your balance.
- We can apply any unpaid amount against your credit limit. After we finish our investigation, one of two things will happen:
- If we made a mistake: You will not have to pay the amount in question or any interest or other fees related to that amount.
- If we do not believe there was a mistake: You will have to pay the amount in question, along with applicable interest and fees. We will send you a statement of the amount you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount we think you owe.

If you receive our explanation but still believe your bill is wrong, you must write to us within 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 must tell you the name of anyone to whom we reported you as delinquent, and we must let those organizations know when the matter has been settled between us.

If we do not follow all of the rules above, 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 Credit Card Purchases**

If you are dissatisfied with the goods or services that you have purchased with your credit 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:

- 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 are 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.)
- You must have used your credit card for the purchase. Purchases made with cash advances from an ATM do not qualify.
- You must not yet have fully paid for the purchase.

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

Quartz Labs Limited, The Rubicon Centre, Munster Technological University, Bishopstown, Cork, Ireland, T12 Y275

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.

**Indemnity:**

You will indemnify and defend each of Quartz Labs Limited and Issuer, and their affiliates, and their respective partners, directors, officers, employees, agents, trustees, administrators, managers, advisors, and representatives (each an "Indemnitee") against, and hold each Indemnitee harmless from, any and all claims, litigation, investigations, proceedings, losses, damages, fines, penalties, liabilities, settlements, costs, fees, and expenses incurred by any Indemnitee or asserted against any Indemnitee by any person: (1) arising out of, in connection with, related to, or as a result of, a breach by you or by any Company Administrator or Company User of any of the representations, warranties, covenants, or agreements contained in these Card Terms, the User Terms, any terms applicable to any Third Party Provider or any other agreements with any Issuing Partner or that otherwise relate to the Services or the use of the Quartz Card; (ii) for amounts owed by Company to third parties; (iii) for acts or omissions of Company Administrators, Company Users, or other Company employees or agents; (iv) for Company's use of the Services; or (v) for disputes over charges between Company and merchants. Quartz Labs Limited and Issuer may defend any claim subject to indemnification hereunder, using counsel of its choice, and you will pay or promptly reimburse Rain for the reasonable fees of such counsel and all related costs and reasonable expenses

If you are a user from a jurisdiction that does not allow the certain indemnification obligations, you agree that the foregoing section titled "Indemnity" is intended to be as broad as permitted under the laws of such jurisdiction. If any portion of this section is held to be invalid under the laws of such jurisdiction, the invalidity of such portion will not affect the validity of the remaining portions of the applicable sections.