

QUARTZ CARD INTERNATIONAL TERMS

The Quartz Card Terms below refer exclusively to your Quartz Card and are separate from other services provided by Genuine Technologies Ltd, Inc., including but not limited to access to any on-chain smart contracts.

QUARTZ CARD TERMS

These Quartz Card Terms (the “Card Terms”) are a binding agreement between you (“you”, or “your”), Genuine Technologies Ltd, Inc., and Issuer, including its affiliates, successors, and assigns (“Issuer,” “we”, “us”, or “our”) that govern your use of the Quartz Cards, including the process for obtaining and managing Quartz Cards, access to which is provided to you by Genuine Technologies Ltd, Inc.

Important Disclosures

Rates, fees, and other important information about your Quartz Card (“Card”) are set forth in these Important Disclosures.

Effective as of 15 March, 2025

Interest Rates and Interest Charges 0%

Annual Percentage Rate (APR) for Purchases 0%

Your Quartz Card is currently 0 % interest on all purchases. Issuer and Genuine Technologies Ltd, Inc. reserve the right to implement interest in the future, for new purchases. Genuine Technologies Ltd, Inc. will disclose any changes to this agreement prior to the introduction of interest and other charges associated with your Genuine Technologies Ltd, Inc. Card.

Fees

Transaction Fee

Foreign Purchases

- Foreign Exchange Fee (non USD): up to 1.5% + \$0.30
- Cross Border Fee: up to 1.5% + \$0.30

Penalty Fees

- Late payment: Up to \$40

- Returned payment: Up to \$29

WHEN YOU APPLY FOR A CARD ACCOUNT, ACTIVATE A CARD, OR OTHERWISE PARTICIPATE IN THE PROGRAM IN ANY WAY, YOU REPRESENT THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO THESE ISSUING TERMS.

Terms

Background :

The Quartz Card is provided to you on behalf of Genuine Technologies Ltd, Inc. in connection with your status as Genuine Technologies Ltd, Inc. customer and pursuant to your separate Terms and Conditions between you and Genuine Technologies Ltd, Inc. (the “User Terms”). The Issuer is not a party to the Genuine Technologies Ltd, Inc. User Terms and disclaims any liability for the performance of services covered therein.

Genuine Technologies Ltd, Inc. has opened a Quartz Account for purposes of facilitating transactions you make using a Card based on a limit established by Genuine Technologies Ltd, Inc. pursuant to the User Terms. You understand that you have access to the Services and Quartz Card only to the extent authorized by the Genuine Technologies Ltd, Inc.. You acknowledge and agree that Genuine Technologies Ltd, Inc. will satisfy obligations created through your use of the Quartz Card and you will repay Partner based on the terms of your User Agreement, subject to the terms below.

Details on Genuine Technologies Ltd, Inc.’s collection, use, and handling of your personal data are described in the Genuine Technologies Ltd, Inc. Privacy Policy (<https://docs.quartzpay.io/privacy-policy>). Please review it carefully and contact Genuine Technologies Ltd, Inc. if you have any questions. By opening, using, or maintaining a Quartz Card, you consent to and direct Issuer to share information relating to transactions, including receipt information or other personal data, in order to deliver the Services.

Issuer:

The card program is issued by the Issuer under license from Visa. The information about the cost of the Card described in the above table is accurate as of 15 March 2025. This information may change after that date. To find out what may have changed, call or write the servicer, at support@genuinetechnologies.xyz and +353874462575.

Genuine Technologies Ltd, Inc. and Issuer reserve the right to amend these Card Terms or impose additional obligations or restrictions on you at any time with or without notice to you. By continuing to use the Services, you agree to be bound by such amendments or additional obligations or restrictions. The date on the top of this page shows when the Card Terms were last updated. Capitalized terms that are not defined here have the definitions provided in the Quartz Terms and Conditions.

Defined Terms:

“Card Networks” means the payment card networks including Visa or Mastercard.

“Charge” means a payment for goods or services made to a merchant that accepts payments on the applicable Card Network.

“Chargeback” means a dispute that you initiate against a merchant for an unresolved dispute with the merchant or where a Charge is unauthorized.

“Fee” means charges we impose on you for use of Services or your use of a Quartz Card.

“Issuer” refers to the issuer of the card program. The issuer for this card program is Third National.

“Periodic Statement” means the periodic statements that reflect activity for all Cards issued to you identifying charges, fees, refunds, or other amounts owed or credited to your Quartz Account during the time covered by that statement.

“Supported Blockchains” means the Solana Blockchain, and other blockchain networks which may be added at the sole discretion of Genuine Technologies Ltd, Inc.

Agreement:

1. Accepting this Agreement & Eligibility

These Card Terms become effective and legally binding when you activate or create your Card by following the instructions on the Quartz platform. You and we agree to comply with, and be bound by, this entire agreement. You should retain and carefully review these Card Terms. By creating a card, you agree to the Arbitration Clause below as it pertains to this agreement, even if you do not use the Account or the Card.

By using a Card you represent and warrant in your individual capacity that:

- You are not a person who is blocked or sanctioned by the United States Government, including those identified by the United States Office of Foreign Asset Controls (OFAC).
- You will use the Services exclusively for purposes permitted by these Card Terms.
- All information you provide to us, either directly or through Genuine Technologies Ltd, Inc., is and will be true, correct, and complete.
- You will use the Quartz Card for personal, family, or household use.
- You will only use the Quartz Card in compliance with applicable law.
- You attest that you are not a United States citizen, and that you are signing up for a card that is intended for those outside of the United States.

- You were not solicited for this product.

2. Issuer Terms

Cards are issued either by the issuer identified on the back of the Quartz Card issued to you, as identified in these Card Terms, or any other agreements or materials provided to you (in each case, the “Issuer”). Issuer is the creditor responsible for funding your payments for goods and services your purchase at a merchant through your Quartz Card and based on information provided by Genuine Technologies Ltd, Inc. Please note that the Issuer may require you to accept additional terms in addition to the agreements you have with Genuine Technologies Ltd, Inc., and your use of the Quartz Card will then also be subject to such additional terms.

3. Spending Limits

Your spending limit is generally set by Genuine Technologies Ltd, Inc. pursuant to the terms of the Genuine Technologies Ltd, Inc. Terms. Issuer may additionally set spending limits on each Quartz Card or an aggregate spending limit across all Quartz Cards, at its sole discretion. Quartz Account Spending limits are dynamic and may be modified at any time with or without notice to you, including temporarily increases or decreases or reducing spending limits to \$0. Any authorized Charge or fee on a Quartz Card may reduce your spending limit by a corresponding amount.

When you use Quartz Card to initiate a transaction at certain merchants where the amount of the final transaction is unknown at the time of authorization, Issuer may assess a value to such a Charge for an amount higher or lower than the final Charges. The initial “hold” Charge will reduce your spending limit until the final Charge is determined.

4. Purchases & Restrictions

The primary purpose of your Account is for personal expenses. [Partner Name] and Issuer reserve the right to block and terminate transactions and suspend access to your Account, unless prohibited by applicable law, for transactions and activity which presents patterns that do not conform with consumer purposes. You may use your Account to purchase or lease goods or services (each, a “purchase”) by presenting your Card or providing to participating merchants and establishments that honor the Card your Card number and additional information by any other means (for example, over the phone, online or through a mobile app). We will not be liable to you (or anyone else) if any merchant or other person cannot or will not process a purchase permitted under these Card Terms. Unless prohibited by applicable law, we may from time to time limit the type, number and dollar amount of any purchase, including any cash-like transaction, even if you have sufficient available credit to complete the purchase.

Cash-like transactions include, but are not limited to, the following transactions to the extent they are accepted:

- purchasing travelers checks, foreign currency, money orders, wire transfers, cryptocurrency, other similar digital or virtual currency and other similar transactions;
- purchasing lottery tickets, casino gaming chips, race track wagers, and similar offline and online betting transactions;
- person-to-person money transfers and account-funding transactions that transfer currency; and
- making a payment using a third-party service including bill payment transactions not made directly with the merchant or their service provider.

We reserve the right to deny any purchase for any reason, such as account default, suspected fraudulent or unlawful activity, internet gambling, or any indication of increased risk related to the purchase. We may terminate or suspend your use of the Card or the Account, with or without notice to you before or at the time we take such action. Cash advances and balance transfers are not available under these Card Terms.

You acknowledge and agree that you have read and understood the prohibited activities listed below (<https://docs.quartzpay.io/prohibitions>) and that you will not engage in any such activities when using the Services or the Quartz Card.

You acknowledge and agree that you will not use the Quartz Card (1) for any expense which is not an expense incurred by you; (2) for any purpose prohibited by these Card Terms; (3) for, with, or for the benefit of any individual or entity who is blocked or sanctioned by the United States, including those identified by the United States Department of Treasury's Office of Foreign Assets Control (OFAC); for personal, family, or household use.

You will use all reasonable means to protect your Quartz Cards and log-in credentials to the Quartz Account from unauthorized use. You will not allow any other person or third party to use the Services or the Quartz Card on your behalf. You will immediately notify us where you know or suspect that access to your Quartz Account has been compromised or your Quartz Card has been lost, stolen, or compromised in any way.

5. Payments

5.1 Promise to Pay

While you will generally repay Genuine Technologies Ltd, Inc. for amounts transacted with your Card, you also promise to pay Issuer or its assignees for all amounts charged to the Account not repaid by Partner, including all purchases, interest, and charges charged to your Account. You are obligated to repay Genuine Technologies Ltd, Inc. or

its assignees, for all transactions made using your Card by people you have authorized to use the Card even if their use of the Card exceeds the authorization which you gave them,

5.2 Periodic Statements

You are responsible for payment in full of all Charges and Fees. Your Quartz Account may include Periodic Statements identifying Charges, Fees, refunds, the amount of your Collateral, any other Card transactions, or other amounts owed or credited to your Quartz Account. Periodic Statements may be made accessible to you on your Quartz Account daily, monthly, or as otherwise prescribed by Issuer. You must notify us promptly if you believe that there are any errors on your Periodic Statement, and submit any disputes or Chargebacks in accordance with these Card Terms. We are not obligated to send you a monthly statement if we deem your Account to be uncollectible or applicable law does not require us to send you a monthly statement for other reasons.

5.3 Repayments

Where applicable, you may make a repayment for a balance on one or more of your Quartz Cards by any means that are permitted by Genuine Technologies Ltd, Inc. and as provided in your Quartz Account.

Any failure to pay the full amount owed to Genuine Technologies Ltd, Inc. or the Issuer, as applicable, when required is a breach of these Card Terms. You are responsible for all costs or expenses that we may incur in collecting amounts owed but not timely paid, including legal or collections fees and any interest at the maximum rate permitted under law.

5.4 Prepayment

At any time and where applicable, you may pay all or any part of your outstanding Account balance, without penalty. Payment of more than the payment due in one billing cycle will not relieve you of the obligation to pay the entire payment due in subsequent billing cycles.

5.5 Quartz Protocol

The Quartz Protocol is a decentralized finance platform that operates on the blockchain network and extends credit to you based on criteria established solely by the Quartz Protocol and set forth in the Quartz Protocol terms and conditions. Issuer does not originate or extend credit to you in connection with Quartz Protocol services but instead issues a Card that you may use to access credit extended through the Quartz Protocol. The Quartz Protocol is solely responsible for its credit services, including evaluation, approval, and denial of your credit application. Issuer has no responsibility for, and does not in any way participate in, the Quartz Protocol credit transaction.

You understand that by using the Card you are agreeing that the Issuer does not have any affiliation or liability related to any interactions between you and the Quartz Protocol. The Quartz Protocol services, and your access and use of those services, are governed by your separate terms of service for Quartz or the Quartz Protocol and you acknowledge Issuer is not a party to either of those Agreements. By using the Quartz Protocol, you understand that you are not buying or selling digital assets from either the card Issuer, or Genuine Technologies Ltd, Inc. You understand that Issuer is not affiliated with and has no relationship to the Quartz Protocol or any assets linked to the Quartz Protocol. Any fees associated with the Quartz Protocol accrue to providers in the Quartz Protocol and neither the Issuer or Genuine Technologies Ltd, Inc. have control over those fees. You also agree, and understand that the Issuer does not have custody or control over the contents of your wallet and has no ability to retrieve or transfer its contents.

You acknowledge and agree that you will access and use the Services of the App, including, without limitation, the Quartz Protocol at your own risk and will not hold Issuer or its affiliates responsible for any interaction with the Quartz Protocol. Should you have any issues with a transaction that is not a Card purchase, you should refer to your terms of service with either Quartz or the Quartz Protocol. Should you have any issue with a transaction completed with your Card, please contact Issuer through the customer service channels listed in your cardholder agreement.

6. Fees.

Subject to applicable law you agree to pay the following fees:

We will disclose any Fees to you when you are approved for a Quartz Card through your Quartz Account, by updating these Card Terms, or through our website. We may update, add, or change Fees upon 30 days' notice to you. Fees we assess may include interest or other finance related charges, periodic fees, fees for Card issuance or replacement, fees applicable to certain transactions, foreign transaction fees, usage fees, service fees, cash advance fees, fees for late payments, fees for failed payments or returned payments, fees for misuse of the Services, fees for Liquidation Events, or other fees we disclose to you. You are responsible for Fees in addition to Charges.

6.1 Penalty fees.

(a) Liquidation fee (Reserved)

(b) Each time a payment on your Account is returned or reversed for any reason or we must return any check, instrument, or transaction you send us because it is incomplete or faulty, we may charge you a returned payment fee of up to \$29. However, we will not

charge a returned payment fee if we are charging a late fee with respect to the same minimum payment due and will never charge a returned payment fee exceeding the minimum payment due that was due immediately prior to the date on which the payment was returned to us.

(c) Additional fees. We may charge fees for special services you request in accordance with applicable law.

6.2 Foreign Currency Transactions

If you make a transaction using your Account in a foreign currency (including, for example, online purchases from a merchant located outside of the U.S.), the credit card association will convert any transaction in foreign currency into U.S. dollars using an exchange rate for the applicable central processing date that is (1) selected by the association from the range of rates available in wholesale currency markets, which rate may vary from the rate the association receives, or (2) the government mandated rate. The conversion rate you get may differ from the rate on the transaction date or the posting date, and from the rate that the credit card association gets. A merchant or other third party may convert a transaction into U.S. dollars or another currency, using a rate they select, before sending it to the credit card association.

Foreign Transaction Fees up to 1.5% + \$0.30

7. Managing Your Quartz Cards

7.1 Requesting and Replacing Cards

We or the Issuer may decide not to grant requests for Quartz Cards or limit the number of physical or virtual Quartz Cards provided to you.

You are responsible for securing Quartz Cards, account numbers, and Quartz Card security features. You will promptly notify us and take appropriate measures to prevent unauthorized transactions when a Quartz Card is lost, stolen, breached, or needs to be replaced. In such cases, you may request the issuance of replacement Quartz Cards through your Quartz Account. Replacement Cards may have new account numbers that could require you to update the Quartz Card on file for any scheduled or recurring payments. You are solely responsible for updating Quartz Card information stored with merchants where account numbers have been changed.

7.2 Permitted and Unauthorized Use

You may only use Quartz Cards for bona fide personal charges and transactions.

You agree to establish and maintain controls designed to ensure that the Quartz Cards are only used by you a purposes and in compliance with these Card Terms, any Genuine Technologies Ltd, Inc. terms, and applicable law. You are responsible for

Charges and transactions made by any person given access to Quartz Cards even if they are not the person associated with or named on the Quartz Card.

Genuine Technologies Ltd, Inc., Issuers, Card Networks, or other intermediary third-party service providers (including merchant acquirers) may deny or reverse Charges for any reason. Issuer is not responsible for any losses, damages, or harm caused by any Charges that are denied or reversed.

7.3 Lost or Stolen Cards.

If your Card is lost or stolen or if you think someone may be using your Card or Account without your permission, you must notify us promptly by emailing us at support@genuinetechnologies.xyz or calling us at +353874462575. 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 receipt of your notice by us. You have an obligation to assist us in our investigation if your Quartz Card is lost or stolen or you believe someone is using your Quartz Card or your Quartz Account without your permission.

7.4 Nigerian Users

It is important to note that the card is marketed to you by Odoakpu Microfinance Bank Nigeria Limited (Odoakpu MfB), a financial institution licensed by the Central Bank of Nigeria (CBN). Additionally, Odoakpu MfB will be responsible for ensuring that the card meets all the requirements of the CBN (including but not limited to filing requisite returns with the CBN) and other Nigerian laws, and continues to operate within the bounds of the applicable laws. Odoakpu MfB will also be responsible for ensuring that your personal data is processed in compliance with the Nigeria Data Protection Act and any other applicable data protection laws. Notwithstanding the foregoing, any complaint should be sent to Genuine Technologies Ltd, Inc. and it will be responsible for providing customer service support.

8. Chargebacks

You are responsible for reviewing your Periodic Statements promptly and identifying any Charges that you believe are unauthorized or that you dispute.

If you and a merchant have a dispute regarding a Charge identified on your Periodic Statement, such as delivery of incorrect goods or services or being charged the wrong amount, you should first attempt to resolve the dispute with the merchant. If the dispute is not resolved to your satisfaction or if you believe the Charge is unauthorized, you may initiate a Chargeback through your Quartz Account. You must report any disputed Charge or error no more than 60 days after the disputed Charge is posted on your Periodic Statement. We may require additional details on the transaction and our review of your disputed Charge will be conditioned on you providing all of the information we may require to review the disputed Charge.

You understand that the Quartz Card is subject to Card Network rules regarding chargebacks. The Card Networks have additional established procedures for resolving chargebacks that may require you to provide further details of the disputed Charge or associated documentation.

Charges relating to disputed Charges and Chargebacks that are pending resolution may still be due and owing as of the date that payment is due as provided in the applicable Periodic Statement. Chargebacks resolved in your favor will be credited to your Quartz Account on either the current or a future Periodic Statement. We may impose Fees, reduce your spending limits, or suspend access to your Quartz Account or the Services if you fail to pay Charges relating to Chargebacks that are pending resolution on the payment date.

9. Termination

Subject to applicable law, we may suspend, revoke or cancel your Account privileges, your right to use the Card or deny any transaction, in our sole discretion at any time, with or without cause and with or without giving you notice. Any termination of credit privileges, whether initiated by us or by you, will not affect any of our rights or your obligations under these Card Terms, including your obligation to repay any amounts you owe us according to the terms of these Card Terms. On our demand or upon termination of credit privileges, you agree to surrender to us or destroy the Card. If you attempt to use the Card after the termination of credit privileges (whether or not we have provided notice of such termination), the Card may be retained by a merchant, ATM or financial institution where you attempt to use the Card.

10. Change of Terms

Subject to applicable law, we may at any time change, add to or delete terms and conditions of these Card Terms, including interest rates and this Change of Terms provision. Such changes may be based on our anti-fraud policies and procedures, your level of compliance with these Card Terms, prevailing economic conditions and/or any other factors. We will give you notice of any change, addition or deletion as required by applicable law. As of the effective date, the changed terms, at our option, will apply to new purchases and the outstanding balances of your Account, to the extent permitted by applicable law.

11. Remedies

In the event of your default under these Card Terms, we may, subject to applicable law (including any applicable notice requirement): (a) declare all or any portion of your outstanding Account balance to be immediately due and payable; (b) instead allow you to repay your Account balance by paying the minimum payment due each billing cycle, without waiving any rights under subsection (a); and/or (c) commence a collection action against you and charge you for any court costs and/or any reasonable attorneys'

fees and costs we are charged in connection with such action by any attorney who is not our salaried employee. After a default, interest charges will continue to accrue until your total Account balance, including accrued interest charges, is paid in full, subject to applicable law.

12. Delay in Enforcement

We may at any time and in our sole discretion delay or waive enforcing any of our rights or remedies under these Card Terms or under applicable law without losing any of those or any other rights or remedies. Even if we do not enforce our rights or remedies at any one time, we may enforce them at a later date. For example, we may accept late payments without losing any of our rights under these Card Terms.

13. Communications and Call Recording.

You authorize Genuine Technologies Ltd, Inc., Issuer and their partners (one of and each of Issuer's joint or independent affiliates, agents, assigns, and service providers (collectively, the "Messaging Parties") to use automatic telephone dialing systems, artificial or prerecorded voice message systems, text messaging systems and automated email systems, or any system capable of storing and dialing telephone numbers to deliver messages relating to these Card Terms, your Account, or your relationship with the Messaging Parties more generally (including but not limited to: messages about, upcoming payment due dates, missed payments and returned payments) to any telephone number(s) you provide to the Messaging Parties. You also agree that these messages may deliver prerecorded and/or artificial voice messages. You understand that telephone messages may be played by a machine automatically when the telephone is answered, whether answered by you or someone else, and that these messages may also be recorded by your answering machine. You also authorize the Messaging Parties to deliver messages to you via mail or email at any addresses you supply to them or that they obtain through any legal means.

You understand that anyone with access to your mail, telephone or email account may listen to or read the messages the Messaging Parties leave or send you, and you agree that the Messaging Parties will have no liability for anyone accessing such messages. You further understand that, 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, and you agree that the Messaging Parties will have no liability for such charges except to the extent required by applicable law. You expressly authorize the Messaging Parties to monitor and record your calls with the Messaging Parties. If any telephone number you have provided to the Messaging Parties changes, or if you cease to be the owner, subscriber, or primary user of any such telephone number, you agree to immediately give notice to the Messaging Party who delivered the messages of such facts so that the Messaging Party can update its records.

This authorization is part of our bargain concerning these Card Terms, and we do not intend it to be revocable. However, to the extent you have the right to revoke your

consent to communications by autodialed calls and text messages to your mobile number under applicable law, you may exercise this right by contacting the applicable Messaging Party directly or by sending a request by email to support@genuinetechnologies.xyz with the subject line "END COMMUNICATIONS." You may opt-out of receiving most of these messages at any time by sending us a request to support@genuinetechnologies.xyz or by responding "STOP" to any text message. To stop emails only, you can follow the opt-out instructions included at the bottom of the Messaging Parties' emails.

14. Governing Law

These Card Terms will be interpreted in accordance with the laws of Puerto Rico without regard to conflict-of-law provisions. Judicial proceedings (other than small claims actions) that are excluded from the Arbitration section above must be brought in state or federal court in Puerto Rico, unless we both agree to some other location, and you hereby consent to the venue and personal jurisdiction of such court.

15. Dispute Resolution & Arbitration

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

Binding Arbitration:

(a) You and Issuer 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 Issuer 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 Issuer that arises out of or relates to (i) these Card Terms (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 these Card Terms.

Arbitration Procedure:

(a) Before filing a claim against Issuer, you agree to try to resolve the Dispute informally by providing written notice to Issuer of the actual or potential Dispute. Similarly, Issuer 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") your name, 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 these Card Terms, 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 Issuer 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 Issuer 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 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 Issuer 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 Issuer 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 Issuer 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 Issuer 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 Issuer 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 ISSUER 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 Issuer's agreement to arbitrate Disputes, You and Issuer 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 these Card Terms, 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 these Card Terms 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 these Card Terms.

Venue and Jurisdiction for Judicial Proceedings:

Except as otherwise required by applicable law or provided in these Card Terms, in the event that the agreement to arbitrate is found not to apply to you or your Dispute, you and Issuer agree that any judicial proceeding may only be brought in a court of competent jurisdiction in Puerto Rico. Both you and Issuer 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 these Card Terms. 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 these Card Terms unrelated to arbitration shall be void), and any remaining Dispute must be litigated in court pursuant to the preceding paragraph.

Indemnity:

You will indemnify and defend each of Genuine Technologies Ltd, Inc. and Issuer, and their affiliates, and their respective partners, directors, officers, employees, agents,

trustees, administrators, managers, advisors, and representatives (each an "Indemnatee") against, and hold each Indemnatee harmless from, any and all claims, litigation, investigations, proceedings, losses, damages, fines, penalties, liabilities, settlements, costs, fees, and expenses incurred by any Indemnatee or asserted against any Indemnatee 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. Genuine Technologies Ltd, Inc. and Issuer may defend any claim subject to indemnification hereunder, using counsel of its choice, and you will pay or promptly reimburse Genuine Technologies Ltd, Inc. 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.