

First Internet Bank Commercial Credit Card Agreement

Contact us with any questions about this agreement.

This Increase Commercial Credit Card Cardholder Agreement (the “**Agreement**”) governs the terms and conditions of your Increase Commercial Credit Card account (the “**Account**”) and related credit card or access device (“**Card**”) issued by First Internet Bank of Indiana, an Indiana-chartered bank with its main office located in Fishers, Indiana (the “**Bank**”) and made available to eligible customers of Increase Technologies, Inc. (“**Increase**”), the financial technology company responsible for managing the Commercial Credit Card program (the “**Program**”). Increase is a financial technology company and not a bank. All Account, Card and related banking services are provided by the Bank. Increase is the financial technology company responsible for managing the Program and your Account. In that capacity, Increase is a third-party service provider to us, and may act on our behalf in, without limitation, receiving payments, performing our obligations or enforcing our rights under this Agreement.

In this Agreement, the words “**we**,” “**us**,” and “**our**” mean the Bank, its successors, and assigns. Except as provided below, the word “**Cardholder**” means the person who applied for, received, and accepted the Account from us. “**Company**” means the business for which the Account is established. “**You**,” “**your**,” and “**yours**” means the Cardholder and the Company. You agree, jointly and severally, to be bound by the terms of this Agreement.

Be sure to read this Agreement carefully and keep a copy for your records. You may request a copy of this Agreement by emailing support@increase.com.

READ THIS AGREEMENT CAREFULLY. IT INCLUDES, AMONG OTHER THINGS, AN ARBITRATION PROVISION CONTAINING A CLASS ACTION WAIVER.

General Rules Governing Your Account

1.1 Eligibility to Apply

Verified Increase customers who are account holders of the Bank are automatically eligible for the Commercial Credit Card program.

To participate in the Program, you must be a sole proprietorship, corporation, unincorporated association, limited liability company, limited liability partnership, or partnership within the 50 United States, the District of Columbia, or a U.S. territory. The Card may only be used for business purposes and cannot be used for any personal, family, or household purposes. Other eligibility requirements may also apply.

You authorize us to investigate you, cardholders, and principals when opening or reviewing the Account. The Account may be subject to annual or more frequent review, and we may reinvestigate and reevaluate the Account at any time and require additional information (including additional financial information) or otherwise verify your current credit standing. You will promptly provide us any and all information we request. We may exchange information with business credit reporting agencies or other financial service providers when evaluating the Account.

To help the government fight the funding of terrorism and money laundering activities, U.S. Federal law requires that the Bank and other financial institutions obtain, verify, and record information identifying companies and their beneficial owners. You agree to provide the required information when opening your Account and further agree to keep such information current. This information may be shared with third parties for these purposes.

1.2 Consent to Use Electronic Signatures and Communications

1.2.1 Cardholder Consent

When you open an Account, you agree to the Increase Commercial Credit Card Cardholder Agreement. To the extent permitted by applicable law, Cardholder consents to use electronic signatures and to electronically receive all records, notices, statements, communications, and other items for all services provided to Cardholder and Additional Cardholders under this Agreement and in connection with Cardholder's relationship with us (collectively, "Communications") that we may otherwise be required to send or provide Cardholder in paper form (e.g., by mail). By opening an Account and using a Card, Cardholder represents that: (1) Cardholder has read and understands this consent to use electronic signatures and to receive Communications electronically; (2) Cardholder satisfies the minimum hardware and software requirements specified below; and (3) Cardholder's consent will remain in effect until Cardholder withdraws their consent as specified below.

1.2.2 Cardholder's Right to Withdraw Cardholder's Consent

Cardholder's consent to receive Communications electronically will remain in effect until Cardholder withdraws it. Cardholder may withdraw their consent to receive further Communications electronically at any time by contacting us at support@increase.com. If Cardholder withdraws their consent to receive

Communications electronically, we reserve the right to close your Account (in which case Additional Cardholders will no longer be able to use the Account) or charge you a fee for paper copies of Communications. Any withdrawal of Cardholder's consent to receive Communications electronically will be effective only after we have a reasonable period of time to process Cardholder's withdrawal. Please note that Cardholder's withdrawal of consent to receive Communications electronically will not apply to Communications electronically provided by us to Cardholder before the withdrawal of Cardholder's consent becomes effective.

1.2.3 Account Owner Must Keep Contact Information Current With Us

In order to ensure that we are able to provide Communications to Cardholder electronically, Cardholder must notify us of any change in their e-mail address by updating Cardholder's profile on the Increase Dashboard or by emailing support@increase.com.

1.2.4 Copies of Communications

Cardholder should print and save or electronically store a copy of all Communications that we send to you electronically. We reserve the right to assess a fee if you request or we are required to send you a paper copy.

1.2.5 Hardware and Software Requirements

In order to access and retain Communications provided to Cardholder electronically, Cardholder must maintain a valid email address and a Current Version of a commercially available internet browser and a Current Version of a program that accurately reads and displays PDF files. "Current Version" means a version of the software that is currently being supported by its publisher.

1.2.6 Changes

We reserve the right, in our sole discretion, to communicate with Cardholder in paper form. In addition, we reserve the right, in our sole discretion, to discontinue the provision of electronic Communications or to terminate or change the terms and conditions on which we provide electronic Communications. Except as otherwise required by applicable law, we will notify Cardholder of any such termination or change by updating this Agreement or delivering notice of such termination or change electronically.

1.3 Acceptance of Binding Agreement

This Agreement takes effect once you or an Additional Cardholder (as that term is defined in this Agreement) use your Card. Even if you or an Additional Cardholder

does not use the Card, this Agreement will take effect unless you contact us to cancel your Account within 30 days after we provide you with this Agreement.

1.4 Changes to Your Agreement

We may change the terms of, or add new terms to, this Agreement. Changes will be effective when this Agreement is posted online. Cardholders will be notified of changes. We may apply any changed or new terms to any existing and future balances on the Account, subject to applicable law.

This written Agreement is a final expression of the agreement governing the Account. The written Agreement may not be contradicted by any alleged oral agreement.

1.5 Using Your Account

1.5.1 Permitted Uses

You may use your Account to purchase or lease goods or services (each, called a "Purchase") by presenting your Card to participating merchants and establishments that honor the Card. You may also make Purchases without presenting your Card by providing your Card number or other information by any means (for example, over the phone, online or through a mobile application) to participating merchants and establishments that honor the Card (each called "Card-Not-Present-Purchases"). Conducting transactions over the phone, online or through a mobile application has the same legal effect as if you used the Card itself. For security reasons, the amount or number of Card-Not-Present Purchases you are permitted to make may be limited.

You must not use your Card or Account:

- For any personal, family, household, or other use not for your Company's benefit;
- For any illegal purposes;
- Regardless of whether it is legal or illegal, for internet gambling;
- To pay us on this Account or any form of credit account you may have with us or any affiliate;
- To pay on a credit account you may have with any other institution;
- For cash advances, cash equivalents, and balance transfers;
- Businesses dealing in cryptocurrency or digital assets;
- Financial services providers, including banks or bank affiliates, securities brokers, money transmitters, investment companies, or investment funds;
- Pornography, adult chat, or other sexually explicit services;
- Sale of Schedules II-V controlled substances with a pharmaceutical license, where such schedules are defined by the DEA; or
- For any purpose in any country or territory subject to economic sanctions administered and enforced by the U.S. Department of the Treasury's Office of

Foreign Assets Control or with any person or entity subject to such economic sanctions.

If you use your Card for a prohibited transaction, we may declare you to be in default under this Agreement and may block such prohibited transactions or close your Account as discussed in the “Cancellation or Suspension of Your Account” section of this Agreement. If we do, you are still liable to us for all charges, Purchases, and fees relating to such prohibited transactions and all other transactions on your Account.

1.5.2 Split Transactions

You can instruct a merchant to charge your Card for part of a Purchase and pay any remaining amount of the Purchase with cash or another card. This is called a “split transaction.” Some merchants do not permit split transactions. If you wish to conduct a split transaction, you must tell the merchant the exact amount you would like charged to your Card. If you fail to inform the merchant you would like to complete a split transaction and you do not have sufficient available funds in your Account to cover the entire purchase amount, your Card is likely to be declined.

1.5.3 Additional Cardholders

At your request, we may issue additional Cards to other persons you authorize to make Purchases on your Account (“Additional Cardholders”). Additional Cardholders must be at least 18 years old (or older if you reside in a state where the age of majority is older). We may limit the number of Additional Cardholders on your Account. You may also be offered the ability to establish customized transaction or credit limits for Additional Cardholders to help you manage and control Purchases or other transactions made on your Account.

Additional Cardholders do not have accounts with us but they can use your Account subject to the terms of this Agreement. You are responsible for all use of the Account by Additional Cardholders and anyone they allow to use the Account. You must pay for all charges they make.

You must tell Additional Cardholders that: (i) we may obtain, provide and use information about them; and (ii) their use of the Account is subject to this Agreement. You authorize us to give Additional Cardholders information about the Account and to discuss it with them.

If you want to cancel an Additional Cardholder’s right to use your Account (and cancel their card) you must tell us by emailing support@increase.com.

1.5.4 Merchant Holds on Available Funds

When you or an Additional Cardholder uses the Card to initiate a transaction at certain merchant locations, websites, or mobile applications such as hotels, restaurants, gas stations, and rental car companies, where the final purchase amount is unknown at the time of authorization, a hold may be placed on the available funds in the Account for an amount equal to or in excess of the final transaction amount. The funds subject to the hold will not be available to you or an Additional Cardholder for any other purpose until the merchant sends us the final transaction amount. Once we receive the final transaction amount, it may take up to seven days for the hold to be removed. During that period, you and an Additional Cardholder will not have access to the funds subject to the hold.

1.5.5 Declined Transactions

We may decline to authorize a Purchase for security or any other reason without limitation. This includes, for example, if we suspect the Purchase is fraudulent, is subject to U.S. economic sanctions or does not otherwise comply with this Agreement, or where we reasonably believe that you may be unable to fulfill your obligations under this Agreement, even if you have sufficient available credit to complete the Purchase. We may also decline to authorize a Purchase where the value of the Purchase exceeds your credit limit. We are not liable to you for any losses you or any Additional Cardholder (or anyone else) incur if we do not authorize a charge. And we are not responsible if any merchant refuses to accept the Card.

1.5.6 Credit Limits

Your Account credit limit is 100% of the available account balance held in your deposit account at the Bank at the time of the transaction. You must not exceed any applicable credit limit. If you do, we may request immediate payment of the amount by which you exceed the credit limit. We may increase or decrease any applicable credit limit without notice to you, subject to applicable law. We may do so even if you pay on time and the Account is not in default.

It is important to know the amount of available funds in your deposit account at the Bank before performing a transaction with a Card. If there are not sufficient funds in your deposit account at the Bank to cover the transaction amount, the transaction may be declined.

Your Card will be funded by U.S. dollar balances held in your deposit account at the Bank. Cards will maintain a credit limit of 100% of the available account balance at the time of transaction. Funds are deducted from your deposit account upon settlement of the Card transaction. Once a transaction is authorized, funds held in your deposit account at the Bank are in a pending state and cannot be used or accessed and will be deducted from your deposit account upon settlement of the Card transaction.

1.5.7 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.

1.5.8 Renewal or Replacement Cards

You authorize us to issue you and any Additional Cardholders a renewal Card or a replacement Card before the current Card expires. You and any Additional Cardholder must destroy any expired physical Cards by cutting them up. This Agreement, including as amended, continues to apply to any renewal or replacement Cards we issue.

1.6 Annual Percentage Rate

There is no Annual Percentage Rate for Purchases made on your Card.

Your Card will be funded by U.S. dollar balances held in your deposit account at the Bank. Cards will maintain a credit limit of 100% of the available account balance at the time of transaction. Funds are deducted from your deposit account upon settlement of the Card transaction. Once a transaction is authorized, funds held in your deposit account at the Bank are in a pending state and cannot be used or accessed and will be deducted from your deposit account upon settlement of the Card transaction.

1.7 How We Calculate Your Balance

Your Card will be funded by U.S. dollar balances held in your deposit account at the Bank. Cards will maintain a credit limit of 100% of the available account balance at the time of transaction. Funds are deducted from your deposit account upon settlement of the Card transaction. Once a transaction is authorized, funds held in your deposit account at the Bank are in a pending state and cannot be used or accessed and will be deducted from your deposit account upon settlement of the Card transaction.

1.8 Monthly Statements

We will make statements available to you shortly after the end of each monthly billing cycle with any activity, fee or interest charge or an ending debit or credit balance that exceeds \$1.00. We may stop making your statements available if your Account is no longer in good standing or if applicable law does not require us to send you one. Each

statement will show, among other things, purchases; payments, credits and adjustments; your available credit; your credit limit (as applicable); and any other information required by applicable law.

1.9 Making Payments

1.9.1 Payment

You must pay for all amounts due on the Account, including Purchases or other charges made by Additional Cardholders.

Your Card will be funded by U.S. dollar balances held in your deposit account at the Bank. Cards will maintain a credit limit of 100% of the available account balance at the time of transaction. Funds are deducted from your deposit account upon settlement of the Card transaction. Once a transaction is authorized, funds held in your deposit account at the Bank are in a pending state and cannot be used or accessed and will be deducted from your deposit account upon settlement of the Card transaction.

1.9.2 Promise to Pay

You promise to pay all charges, including: (i) charges you make, even if you do not present your Card or sign for the transaction, (ii) charges that other people make, whether or not you or an Additional Cardholder intend to let them use the Account, subject to applicable law, and (iii) charges that Additional Cardholders make or permit others to make.

Your Account Responsibilities

We strive to keep your Card and Account secure and provide you with tools and services to help you manage them. However, there are certain things you should do to protect your Card and Account.

2.1 Protect Your Information

It is important that you and your Additional Cardholders protect your Card and Account information to prevent unauthorized use, misuse, or fraud. You must ensure that you and any Additional Cardholders:

- Keep the Card secure at all times and don't let anyone use it.
- Keep any device (for example smart phones, tablets or other electronic devices) that can download, store or access Card or Account information secure at all times.
- Are careful about who you share Card or Account information with.
- Follow any Card activation process we tell you about, as soon as possible.

- Protect your telephone codes, online passwords and any other codes we provide or approve for you to use on your Account.

2.2 Notify Us if Your Information Changes

You must notify us immediately by emailing support@increase.com if there is a change to your name, telephone number, mailing address, email address or any other contact information you provided us so that we can continue to provide you with monthly statements, notices or other communications and important messages or information about your Account. You must notify us immediately by emailing support@increase.com if you change the legal entity of the Company or tax identification number.

2.3 Notify Us if Your Card is Lost or Stolen

The Card is a commercial credit card and does not provide consumer protections for lost or stolen credit cards or unauthorized transactions. 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 IMMEDIATELY by emailing support@increase.com. Do not use the Card or Account after you notify us, even if the Card is found or returned. You will not be liable for any unauthorized use that occurs after you notify us; however, you must identify the charges on your monthly statement that you or any Additional Cardholders did not make. Until you report a Card as lost or stolen or report an unauthorized transaction on a Card, Cardholder is fully responsible for all transactions, even if the Card is lost, stolen or used for unauthorized transactions.

Other Legal Terms and Conditions

3.1 Default

You are in default (subject to applicable law) if:

- You fail to comply with the terms of this Agreement, including failing to make a required payment when due, exceeding your Account credit limit or using your Card for a prohibited transaction;
- You die or are declared legally or mentally incompetent;
- You file bankruptcy or another insolvency proceeding is filed by you or against you;
- You become insolvent or unable to pay your debts;
- You provide us with any false or misleading information;
- We have any reason to believe you are unwilling or unable to pay your debts; or
- Where you pose an unacceptable regulatory or financial risk to us or third parties.

3.2 Our Remedies If You Default

If you are in default, we may, subject to applicable law (including any applicable notice or cure requirement): (a) declare all or any portion of your outstanding Account balance to be immediately due and payable; (b) choose to work with you to offer alternative payment plans to assist with resolving financial hardships, without waiving any of our rights to declare all or any portion of your outstanding Account balance as immediately due and payable; (c) terminate or suspend your Account and/or your ability to make additional transactions using the Account; (d) commence a collection action against you and charge you all reasonable costs, including reasonable attorneys' fees, court or other collection costs and fees and costs of any appeal; (e) reduce your credit limit; or (f) suspend or close your Account.

3.3 Refunds; Returns; Merchant Disputes

Cardholder or an Additional Cardholder will not receive cash refunds for Card transactions. If a merchant gives Cardholder or an Additional Cardholder a credit for merchandise returns or adjustments, the merchant may do so by processing a credit adjustment, which we will credit to the available funds in your deposit account held at the Bank. We are not responsible for the delivery, quality, safety, legality, or any other aspects of goods or services that you purchase with your Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were purchased.

3.4 Automatic Billing Updates

You may set up automatic billing or store your Card or Account information with a merchant or other third party (collectively called "Permitted Party"). If you do, you authorize us to share your Card or Account information, which may include your rewards account balance, with the Permitted Party. If your Card or Account information changes, you authorize us to provide this updated information to a Permitted Party at our discretion. You must contact the Permitted Party directly or remove your Card or Account Information from the Permitted Party's records (for example, a website) if you want to stop automatic billing or Account updates.

3.5 Credit Reporting Information

You agree that we may obtain credit reports about you, investigate your ability to pay, and obtain information about you from other sources including information to verify and re-verify your employment and income. And you agree that we will use such information for any purposes (for example, marketing to you or evaluating you for a new account), subject to applicable law.

You agree that we may elect to give information about the Account to credit reporting agencies. We may tell a credit reporting agency if you fail to comply with any term of this Agreement. Late payments, missed payments, or other defaults

on your Account may be reflected in your credit report. This information may have a negative impact on your credit report.

If we report information about your Account to the credit bureaus and you think any information about your Account that we reported is incorrect, please email support@increase.com.

Include your name, address, Account number, phone number and a description of the specific information you believe is incorrect. If available, please include a copy of the credit report in question.

3.6 Communications and Call Recording

To the extent permitted by applicable law, you authorize us and Increase, in its capacity as our service provider, and each of our and/or Increase'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 this Agreement, 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, read, or otherwise access 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 this Agreement, 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 emailing support@increase.com.

3.7 Cancellation or Suspension of Your Account

You may instruct us to close the Account through your Increase Dashboard or by emailing support@increase.com. The Cardholder agrees to inform the Company prior to instructing us to do so. The Cardholder and the Company remain jointly and severally liable for all charges made on the Account. We will only close your Account when you have paid off all amounts you owe us. All applicable fees continue to accrue if outstanding balances exist on a canceled Card. We may cancel, suspend or not renew your Card or Account if you are in default, or at any time for any reason at our discretion, even if you pay on time and are not in default, unless prohibited by law. We may take any of these actions without notice to you unless we are required to do so. If we end this Agreement, you will still be obligated to pay all amounts owed on your Account and you must pay all money you owe us immediately, including unbilled charges that may not be shown on your last monthly statement. We will only close your Account when you have paid off all amounts you owe us.

If your Card is canceled for any reason, all other Cards issued on your Account may be canceled at the same time. You will continue to be responsible for all Purchases or other charges made using your Account, including automatic billing charges until your Account is no longer used and any automatic billing charges are stopped.

3.8 Limitations of Bank's Liability

Bank is not liable to you for consequential, indirect, special, punitive, putative, or exemplary damages, lost profits, or lost revenues; whether or not Bank was advised of the possibility of such damages, and regardless of the legal theory on which the claim for damages is based.

3.9 Representations, Warranties and Covenants

You represent, warrant, and covenant that (a) your Company is duly organized and is validly existing and in good standing under the laws of its state of organization, is duly qualified to do business or conduct its affairs in each jurisdiction where it does business or conducts its affairs, and has the full power and authority to carry on its business or affairs as presently conducted; (b) you have full power, capacity, and authority to enter into and perform all obligations under this Agreement; (c) entering into and performing all obligations under this Agreement are not inconsistent with any of your governing documents, and do not and will not contravene any provision of or constitute a default under any contract or other instrument binding your Company; (d)

all information that you have provided and will provide at any time in the future to us is and will be true, accurate and complete, and upon request, an appropriate officer of your Company will certify the accuracy of all such information regarding your Company; (e) at our request you will deliver in a form acceptable to us any legal documents, financial statements, or other information we may reasonably require to verify the representations and warranties contained in this paragraph; (f) you have received a copy of this Agreement and agree to be bound by and to comply with this Agreement and understand that this Agreement is subject to change in accordance with applicable law; and (g) the Card and Account will only be used for business purposes and not be used for personal, family, or household purposes. You agree to notify us promptly of any significant change in your business or affairs that has or may have a material adverse effect on your ability to perform your obligations hereunder.

3.10 NO WARRANTY OF AVAILABILITY OR UNINTERRUPTED USE

From time to time, services related to the Card or Account may be inoperative. When this happens, you may be unable to access the your Increase Dashboard and you and any Additional Cardholders may be unable to use the Card or obtain information about the Card. Please notify us if you have any problems using the Card or the Increase Dashboard. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.

3.11 Governing Law

Indiana law and federal law govern this Agreement and the Account. They govern without regard to internal principles of conflicts of law. We are located in Indiana. We hold the Account in Indiana. We entered into this Agreement with you in Indiana.

3.12 Notices

To the extent applicable law permits, any notice you send us is effective after we receive it and have a reasonable opportunity to act on such notice. Any written or electronic correspondence we send you is effective when we send it to you at your mailing address (or your email address if you have authorized electronic communications), in each case as it appears in our records.

3.13 Severability

Except as set forth in the Arbitration Provision, if any part of this Agreement is found to be invalid, the rest of this Agreement will still remain in effect.

3.14 No Waiver of Bank Rights

We may choose to delay enforcing or to not exercise rights under this Agreement. If we do this, we do not waive our rights to exercise or enforce them on any other occasion.

3.15 Assignment

We may sell, assign or transfer your Account or any portion of it without notice to you. You may not transfer, sell, or assign the Account, Cards, or this Agreement or any obligations under this Agreement to another person or entity.

3.16 Assigning Claims

If you dispute a charge with a merchant, we may credit the Account for all or part of the disputed charge. If we do so, you assign and transfer to us all rights and claims (excluding tort claims) against the merchant. You and any Additional Cardholders agree not to pursue any claim against the merchant for the credited amount. And you and any Additional Cardholders must cooperate with us if we decide to do so.

3.17 Entire Agreement

You acknowledge that this Agreement is the entire agreement between you and Bank concerning the Account and Card. This Agreement supersedes and may not be contradicted by any evidence of any prior or contemporaneous written or oral communication or understanding between you and the Bank concerning the Account or Card. If we offer or provide rewards in connection with the Account, you understand that the disclosures or information relating to such rewards are separate and not part of this Agreement. No other agreements, representations, or warranties other than those provided in this Agreement are binding unless in writing and signed by Bank.

3.18 Headings

The section headings of this Agreement are inserted only for convenience and are in no way to be construed as substantive parts of this Agreement.

Arbitration and Waivers

BE SURE THAT YOU READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT THIS PROVISION MAY SIGNIFICANTLY LIMIT YOUR RIGHTS IF THERE IS A DISPUTE BETWEEN YOU AND US, INCLUDING YOUR RIGHT TO BRING OR PARTICIPATE IN A CLASS ACTION.

4.1 Election to Arbitrate

You and we agree that the sole and exclusive forum and remedy for resolution of a Claim is final and binding arbitration pursuant to this Section 4 (the "Arbitration

Provision”). As used in this Arbitration Provision, “Claim” includes any past, present, or future claim, dispute, or controversy involving you (or persons claiming through or connected with you), on the one hand, and us on the other hand, relating to or arising out of this Agreement, or the activities or relationships that involve, lead to, or result from this Agreement, including the validity or enforceability of this Arbitration Provision, any part thereof, or the entire Agreement. Claims are subject to arbitration regardless of whether they arise from contract; tort (intentional or otherwise); a constitution, statute, common law, or principles of equity; or otherwise. Claims include matters arising as initial claims, counterclaims, cross-claims, third-party claims, or otherwise. Please note that you may continue to assert Claims in small claims court, if your Claims qualify and so long as the matter remains in such court and advances only on an individual (non-class, non-representative) basis. The scope of this Arbitration Provision is to be given the broadest possible interpretation that is enforceable.

4.2 Applicability of the Federal Arbitration Act and Arbitrator’s Powers

This Arbitration Provision is made pursuant to a transaction involving interstate commerce and is governed by and enforceable under the Federal Arbitration Act (the “FAA”). The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages or other types of relief permitted by applicable substantive law, subject to the limitations set forth in this Arbitration Provision. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator must take steps to reasonably protect confidential information.

4.3 Informal Dispute Resolution

If a Claim arises, our goal is to address your concerns and, if we are unable to do so, to provide you with a neutral and cost-effective means of resolving the dispute quickly. You agree that before filing any claim in arbitration, you will first submit your Claim to us by email at support@increase.com and provide us with the opportunity to resolve your concern prior to initiating arbitration.

4.4 Arbitration Procedures

The party initiating arbitration must do so with the American Arbitration Association (the “AAA”) or Judicial Alternatives and Mediation Services (“JAMS”). The arbitration will be conducted according to, and the location of the arbitration determined in accordance with, the rules and policies of the administrator selected, except to the extent the rules conflict with this Arbitration Provision or any countervailing law. If you have any questions concerning the AAA or would like to obtain a copy of the AAA arbitration rules, you may call 1(800) 778-7879 or visit the AAA's web site at: www.adr.org. If you have any questions concerning JAMS or would like to obtain a copy of the JAMS arbitration rules, you may call 1(800) 352-5267 or visit their web

site at: www.jamsadr.com. In the case of a conflict between the rules and policies of the administrator and this Arbitration Provision, this Arbitration Provision controls, subject to countervailing law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply. The arbitration will be held in the United States county where you live or work, or any other location we agree to.

4.5 Arbitration Fees

If we initiate arbitration, we will pay all the administrator's filing costs and administrative fees (other than hearing fees). If you initiate arbitration, filing costs and administrative fees (other than hearing fees) will be paid in accordance with the rules of the administrator selected, or in accordance with countervailing law if contrary to the administrator's rules. We will pay the administrator's hearing fees for one full day of arbitration hearings. Fees for hearings that exceed one day will be paid by the party requesting the hearing, unless the administrator's rules or applicable law require otherwise, or you request that we pay them and we agree to do so. Each party bears the expense of its own attorneys' fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, this Arbitration provision does not prevent these statutory rights from applying in the arbitration.

4.6 Appeals

Within 30 days of a final award by the arbitrator, any party may appeal the award for reconsideration by a three-arbitrator panel selected according to the rules of the arbitrator administrator. In the event of such an appeal, any opposing party may cross-appeal within 30 days after notice of the appeal. The panel will reconsider de novo all aspects of the initial award that are appealed. Costs and conduct of any appeal are governed by this Arbitration Provision and the administrator's rules, in the same way as the initial arbitration proceeding. Any award by the individual arbitrator that is not subject to appeal, and any panel award on appeal, are final and binding, except for any appeal right under the Federal Arbitration Act ("FAA"), and may be entered as a judgment in any court of competent jurisdiction.

4.7 No Class Actions

No Arbitration May Proceed on a Class, Representative, or Collective Basis (Including as Private Attorney General on Behalf of Others), Even if the Claim or Claims Subject to Arbitration Had Previously Been Asserted (or Could Have Been Asserted) in a Court as Class Representative, or Collective Actions in a Court.

Unless all parties in the arbitration consent in writing, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless all parties to the arbitration consent in writing, an award in arbitration determines the rights and obligations of the named parties

only, and only with respect to the claims in arbitration, and do not (a) determine the rights, obligations, or interests of anyone other than a named party, or resolve any Claim of anyone other than a named party; nor (b) make an award for the benefit of, or against, anyone other than a named party. No administrator or arbitrator has the power or authority to waive, modify, or fail to enforce this Section 4.7, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, is invalid and unenforceable. A court, not the administrator or any arbitrator, will determine the validity of any challenge to this Section 4.7.

4.8 Survival and Severability of Arbitration Provision

This Arbitration Provision survives the termination of this Agreement. If any portion of this Arbitration Provision other than Section 4.7 is deemed invalid or unenforceable, the remaining portions of this Arbitration Provision will remain valid and in force. If there is a final judicial determination that applicable law precludes enforcement of this Arbitration Provision's limitations as to a particular claim for relief or particular term, then that claim (and only that claim) or that term (and only that term) must be severed from the Arbitration Provision and may be brought in court. If an arbitration is brought on a class, representative, or collective basis, and the limitations on such proceedings in Section 4.7 are finally adjudicated pursuant to the last sentence of Section 4.7 to be unenforceable, then no arbitration will proceed. No invalidation authorizes an arbitrator to determine Claims or make awards beyond those authorized in this Arbitration Provision.

4.9 Judicial Forum for Claims

Except as otherwise required by applicable law, if this Arbitration Provision is found not to apply to you or your Claim, you and we agree that any judicial proceeding (other than small claims actions) will be brought in the federal or state courts of Indiana. Both you and us consent to venue and personal jurisdiction there. We both agree to waive our right to a jury trial.

4.10 Waiver of Right to Litigate

The parties acknowledge that they have a right to litigate claims through a court before a judge or jury and knowingly and voluntarily waive that right by agreeing to this Agreement and Arbitration Provision.

Banking services provided by First Internet Bank of Indiana, Member FDIC. Increase is a financial technology company, not a bank. Cards Issued by First Internet Bank of Indiana, pursuant to a license from Visa Inc. Deposits are insured by the FDIC up to the maximum allowed by law through First Internet Bank of Indiana, Member FDIC.