

Cardholder Agreement

[Terms of Service](#)
[Privacy Policy](#)
[ACH Authorizations](#)
[Cardholder Agreement](#)
[Commercial Cardholder Agreement](#)
[California Consumer Privacy Act Notice](#)
[E-Sign Consent](#)
[Vulnerability Disclosure Policy](#)

Key Information About Your Privacy Card

Payment Information

All charges made on this charge card are due and payable when your periodic statement is received.

Fees	
Annual Fee	\$0 for users on Privacy's Personal tier (paid monthly). \$120 for users on Privacy's Pro tier (paid monthly). \$300 for users on Privacy's Premium tier (paid monthly).
Transaction Fees	For each transaction, the greater of 3% of the foreign transaction in US dollars or \$0.50 for users on Privacy's Personal tier.
Foreign Transactions	Users on Privacy's Pro or Premium tier have no foreign transaction fees.

Billing Rights: Information on your rights to dispute transactions and how to exercise those rights is provided in your cardholder agreement.

Privacy.com Charge Cardholder Agreement

PLEASE READ THIS PRIVACY.COM CHARGE CARDHOLDER AGREEMENT (“AGREEMENT”) CAREFULLY, AS IT CONTAINS AN ARBITRATION AGREEMENT AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS.

1. Your Privacy.com Account

Your Privacy.com account (“**Account**”) consists of Visa® and/or Mastercard® charge cards (either “**Card**” or “**Cards**”) issued by Patriot Bank, N.A. (“**Bank**,” “**we**,” “**us**,” or “**our**”), which are secured by a reserve account (“**Secured Account**”) established and held by Bank for your benefit. Your Cards are charge cards, which access a line of credit provided by Bank. Your Cards are not debit cards or prepaid cards. The Card program is managed by the Bank’s agent and service provider, Lithic, Inc. (formerly known as Pay with Privacy, Inc.) (“**Program Manager**”), doing business as Privacy.com. Your Account and Cards are for consumer purposes and are not designed for any commercial use.

If you provide any Card with an authorized user (“**Authorized User**”), you agree that you are responsible for ensuring the Authorized User: (i) is at least 13 years old; (ii) has read and agrees to our Privacy Policy (available at <https://privacy.com/privacy-policy>); (iii) has read and agrees to comply with our Terms of Service and this Agreement; and (iv) will be willing and agree to provide any additional information we may request about them related to their use of Cards. You understand and agree that you are liable for all transactions made by an Authorized User to whom you provide Cards.

2. How it Works

a) To use your Cards, you must link your personal bank account (“**External Account**”) to your Account through the Privacy.com mobile application or Website (“**App**”).

b) Each time a charge is made on a Card, you access your line of credit at the Bank.

c) Your line of credit from the Bank is a fixed amount based primarily on the amount of funds that you hold in your External Account. This amount is your “Credit Limit.” See Section 3(a) for more information.

d) You will also have a separate spend limit, “**Available Credit**,” which is equal to your Credit Limit at the beginning of the Billing Cycle minus any outstanding and unsecured transactions incurred and unpaid during that Billing Cycle.

e) Your billing cycle will be 14 calendar days (each such period, a “**Billing Cycle**”). Your balance

for a Billing Cycle will be due 14 days after the end of that Billing Cycle (such date, the “**Due Date**”) (see Section 4(b) for more details).

f) During a Billing Cycle, you may make payments (“**Daily Payments**”) to fund your Secured Account. These payments may be made automatically using AutoPay (as defined in Section 5(a)) or manually. Daily Payments made during a Billing Cycle will reduce your outstanding and unsecured transactions.

g) At the end of a Billing Cycle, any amounts funded in your Secured Account during the Billing Cycle will be applied to the outstanding balance for that Billing Cycle. Any difference between the amounts in your Secured Account and your outstanding balance will be paid from your External Account.

h) Periodic billing statements (“**Statements**”) are made available to you at the end of each Billing Cycle in your Privacy account. Your entire Account Balance will be due on the Due Date after each Billing Cycle. Statements are available to view and download by logging into your Account on the App.

i) You may use Privacy.com cards for free up to a certain number of Cards and within any other limits described in the App or on our Website. Users who wish to access more Cards may upgrade to a paid product with the fees and features described in the App.j) **YOUR OBLIGATION TO PAY US BACK FOR ALL CARD TRANSACTIONS AND OTHER OBLIGATIONS YOU INCUR IS SECURED BY THE SECURED ACCOUNT. IF YOU DO NOT PAY US BACK FOR ANY AMOUNT YOU OWE US WHEN YOUR PAYMENTS ARE DUE, WE WILL EXERCISE OUR INTEREST AND DEBIT THE SECURED ACCOUNT AND YOU WILL LOSE THE MONEY IN THE SECURED ACCOUNT. SEE SECTION 8: THE SECURITY AGREEMENT FOR MORE INFORMATION.**

3. Your Credit Limit and Available Credit. Our general practice is to decline charges that will cause you to exceed your Credit Limit or Available Credit. If we do honor these charges, in our sole discretion, you are responsible for paying us back in full immediately, and these limits will not increase.a) **Credit Limit.** We will assign a Credit Limit to your Account. Your Credit Limit is the maximum amount of credit that we may extend to you when you use your Card(s) during any given Billing Cycle. We are not obligated to extend the total amount of your Credit Limit to you at any time, and we may increase or decrease your Credit Limit or Available Credit at any time in our sole discretion with or without advance notice to you. As explained below, the maximum amount of credit that you will be permitted to access on your Cards at any time will be the lesser of your Credit Limit or your Available Credit. We are not required to extend credit up to your maximum Credit Limit if it would cause you to exceed your Available Credit.b) **Available Credit.** Your Available Credit is the amount of credit that is available for you to make transactions with your Cards at any given time. You will only have access to Available Credit if you have made a Daily Payment for all prior transactions that

have occurred during the Billing Cycle and you have made all required payments with regard to prior Statements. The total outstanding and unpaid balance from your Cards will be your Account balance at the end of each Billing Cycle ("**Account Balance**"). We may determine your Available Credit for the purpose of deciding whether to approve a charge at any time, including between the time you authorize the transaction and when we decide whether to allow the transaction.c) **Viewing your Available Credit.** You may use the App at any time to view your Available Credit and any posted payments, which may be described in the App under "Daily Spend Limits," "Monthly Spend Limits," or other labels. While we do our best to provide the most up-to-date information about your Account, there may be some delay in reflecting new charges, and we cannot guarantee the accuracy of the information in the App. You are responsible for keeping track of your Account Balance, Available Credit, and any payments made to your Account.

4. **Payments**

a) **Daily Payments.** Daily Payments may be made through automatic or manual payments. Daily Payments will be held in the Secured Account and applied to reduce your Account Balance at the end of each Billing Cycle. For a description of how Daily Payments (if any) made during a Billing Cycle affect your Available Credit, see Section 2 above.b) **End of Billing Cycle Payments.** You promise to pay us the entire Account Balance by the Due Date set forth on each Statement. Daily Payments held in the Secured Account will be applied against your Account Balance at the end of each Billing Cycle, so the amounts listed as due and owing on your Statement will only be for the unfunded and unsecured transactions on your Account. If you make regular Daily Payments, your Account Balance shown on your Statement may be \$0.

5. **Payment Methods.** In order to use your Card, you must first link an External Account to your Account using the App. Your External Account must be an account issued by a U.S. financial institution. You represent and warrant that you own and are authorized to use the External Account to satisfy your payment obligations under this Agreement. Your External Account must be denominated in U.S. dollars. You may use one of the following payment methods to make Daily Payments and end of Billing Cycle payments.

a) **Preauthorized Automatic Payments ("AutoPay").** You may authorize us to make recurring, automatic debits from your External Account for the amount of each Daily Payment and end of Billing Cycle payment. If you select AutoPay, you authorize us to debit your External Account each day for the amount of the Daily Payment. When you use AutoPay to make Daily Payments, you authorize us to debit your External Account without advance notice of the amount of the Daily Payment, as long as the amount of the Daily Payment is between \$0 and \$10,000.

By electing AutoPay, you also authorize us to debit your External Account on each applicable Due Date for the amount due, as shown on your Statement. We will only make this debit if the amounts in the Secured Account are not sufficient to cover the amount of your Account

Balance. If your account daily limit is higher than these limits, you agree to allow us to debit your External Account up to that amount.

If a payment date for your AutoPay is not a Business Day (as defined below), your AutoPay payment will be initiated on the next Business Day. You also authorize us to debit or credit your External Account as needed to correct any errors, process returned and reversed payments, and address similar issues, to the extent permitted by law. You may revoke your AutoPay authorization by notifying us at least 3 Business Days prior to your next scheduled payment date. We may be unable to cancel payments scheduled to occur within 3 Business Days after you request to revoke your AutoPay authorization. “**Business Day**,” for purposes of this Agreement, means any day excluding (i) Saturdays, (ii) Sundays, and (iii) any day that is a legal holiday under the laws of the State of Connecticut or is a day on which banking institutions located in the State of Connecticut are required or authorized by law or other governmental action to close.b) **One Time Electronic Fund Transfer.** You authorize us to initiate a one-time Automated Clearing House (“**ACH**”) debit from your External Account whenever you initiate an ACH transfer in the App. You authorize us to debit or credit your selected payment method to correct any errors, process returned and reversed payments, and similar issues, to the extent permitted by law.c) **Cash Payments Not Accepted.** Do not send us cash for any payments. We do not accept cash payments, and any cash payments received will not be credited to your Account.

d) **Other Methods.** We may permit additional payment methods from time to time. We may reject any payment not made in accordance with this section.

e) **Third Party Authorizations.** If you choose to add a bank account as your Funding Account for your Services, you will be asked to provide access credentials (such as a username and password) that allow you to gain online access to your account at that third-party financial institution (your “**Authorized Bank Account**”).

We work with third party services including, but not limited to, Plaid Technologies, Inc (“**Plaid**”) who will securely store pursuant to industry standards any Authorized Bank Account access credentials that you provide and will access your Authorized Bank Accounts for the purposes of providing and improving the Services. You may only provide account access credentials for and authorize us to access valid accounts that you hold in your own name. You may not provide access credentials for an account that is held by a third person.

If you choose to provide your Authorized Bank Account credentials to us, you authorize us to use this information to provide you with the Services. This authorization will remain in effect until you notify us that you wish to revoke it, which may affect your ability to receive the services. Plaid’s services and use of your information, including on or through the Services, are governed by its Terms of Use and its Privacy Policy located at <https://plaid.com/legal>.

6. Fees

a) **International Fees.** International transactions will be charged a fee equal to the greater of (i) 3% of the value of the transaction or (ii) \$0.50. If an international transaction is refunded, any international fees applied to the transaction will not be refunded or otherwise reversed.

b) **Subscription Fees.** If you have chosen to pay for a subscription tier service, we charge subscription fees applicable to that tier. These are not fees to access credit. The fees applicable to paid categories are described in the App.

7. The Secured Account

a) **General.** The Secured Account is your interest in an account established by the Bank in which the Bank holds your Daily Payment funds for your benefit. Your Daily Payment funds may be pooled with the funds of other customers. You may deposit or transfer funds to the Secured Account using one of the payment methods set forth in Section 5 of this Agreement or using another method that we make available from time to time. b) **Secured Account Balance.** The “**Secured Account Balance**” is the amount of funds you have transferred via Daily Payments during your billing cycle. We may debit the Secured Account Balance to satisfy your Account Balance. When you enroll in AutoPay, you also authorize us to make debits from your Secured Account automatically, or we may permit you to manually transfer funds from the Secured Account to satisfy your Account Balance. The Secured Account does not bear interest. Except for transactions on your Cards that are otherwise permitted by this Agreement, you may not make any withdrawals or other transactions on the Secured Account that would cause the Secured Account Balance to be less than zero.

8. Security Agreement

a. **Our Security Interest in the Secured Account.** You grant us, as of the date you enter into this Agreement, a security interest in all rights, title, and interest in any Secured Account you have with us, and any Secured Account Balances, now owned or later acquired (collectively, the “**Collateral**”), to secure your performance under this Agreement, including your duty to pay us for all present and future obligations you owe us under this Agreement when payments are due and for every transaction made with your Account by you or any other person that you permit to use your Account (“**Security Interest**”). b. **Our Right to Exercise the Security Interest.** You irrevocably and unconditionally relinquish possession and control over the Collateral, and you pledge and assign as security to us all your rights, title, and interest in it. You must take any action we request to perfect or protect our first lien position Security Interest in the Collateral. The Security Interest will be governed by *Uniform Commercial Code - Article 9* (as adopted by the applicable state law) whether *Article 9* applies by its terms or not. We do not have to give you any prior notice to apply the funds in the Secured Account or other Collateral or its proceeds to satisfy your obligations. In

addition, you grant us a right of setoff to the Secured Account to secure all amounts you owe us under this Agreement. This right of setoff does not apply to the Secured Account only to the extent prohibited by law. You agree to hold us harmless from any claim arising as a result of our exercise of our right of setoff or Security Interest.c. **YOU MAY LOSE FUNDS IN THE SECURED ACCOUNT.** If you are in default of any obligation under this Agreement, or your Account or the Secured Account is closed for any reason, you authorize us to withdraw funds from the Secured Account and apply such amounts to the Account Balance that you owe us without sending you notice or demand for payment. We may do this in addition to any other rights that we have under law or this Agreement. The application of your funds to the balance you owe under this Agreement will not affect your obligation to pay us in full. You are responsible for the repayment of all amounts you owe us under this Agreement.

1. Legal Proceedings. You represent that (i) there are no current lawsuits or bankruptcy proceedings that might affect our interest in the Secured Account; and (ii) you have not and will not attempt to transfer any interest in the Secured Account to any other person or offer the Secured Account as collateral or security for any other obligation. If any person seeks to attach the Secured Account, for example by legal garnishment, you agree that we may deem all amounts you owe us, including any unpaid Account Balance, immediately payable and apply the funds in the Secured Account as payment of those amounts. If we must hire an attorney to defend or enforce our rights under the Security Agreement, you will pay our reasonable attorneys' fees and court costs, unless prohibited by law.

9. Your Card Billing Rights

What To Do If You Find A Mistake On Your Statement.

If you think there is an error on your Statement, you may contact us through the App or write to us at:

Lithic, Inc. (d/b/a Privacy.com)
228 Park Ave S
PMB 57488
New York, NY 10003-1502

In your letter, give us the following information:

- Account Information: Your name and last 4 digits of your Card number.
- Dollar Amount: The dollar amount of the suspected error.
- Description of Problem: Describe what you believe is wrong and why you believe it is a mistake.

You must contact us within 60 days after the error appears on your Statement. To stop a scheduled payment on an amount you think is wrong, you must contact us at least 3

Business Days before the scheduled payment date.

You must notify us of any potential errors in writing at the address above or electronically through the App. You may call us, but if you do then we are not required to investigate any potential errors and you may have to pay the amount in question if you do not also notify us in writing as stated above.

What Will Happen After We Receive Your Notice

When we receive your written notice, we must do two things:

1. Within 30 days of receiving your written notice, we must tell you that we received your notice. We will also tell you if we have already corrected the error.
2. Within 90 days of receiving your written notice, 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, the following are true:

- We cannot try to collect the amount in question or report you as delinquent on the amount in question.
- The charge in question may remain on your Statement. But, if we determine that there was an error, you will not have to pay the amount in question or any fees charged by us related to that amount.
- While you do not have to pay the amount in question or any fees charged by us related to that amount, you are responsible for the remainder of your Account Balance.
- We can reduce your Available Credit by the disputed amount.

After we finish our investigation, one of two things will happen:

- If there was a mistake: You will not have to pay the amount in question or any 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 fees. We will send you a statement of the amount that you owe and the date payment is due. We may then report you as delinquent if you do not pay the amount that 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 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 Card Purchases.

If you are dissatisfied with the goods or services that you have purchased with a 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 is necessary if your purchase was based on an advertisement we mailed to you, or if we own the company that sold you the goods or services.)
- You must have used your Card for the purchase. For example, 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 or electronically at the address listed above.

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.

If we provide you a credit for all or part of a disputed transaction, you give us all of your rights against others regarding that transaction. You will also: (a) give us any information about the disputed transaction, if we ask; (b) not pursue any claim or reimbursement of the transaction amount from the merchant or any other person; and (c) help us get reimbursement from others. If we reimburse you for unauthorized transactions, you will help us investigate, pursue, and get reimbursement from the wrongdoer. Your help includes giving us documents in a form that we request.

No warranties. Neither we nor the Program Manager are not responsible for any claim you may have regarding the purchase of goods or services made with your Cards beyond your

rights described in this section and on your Statement.

10. Account Default

a) **Events of Default.** Your Account will be in default if:

- You do not make a payment by the Due Date listed on your Statement;
- Any required payment you make is rejected, not paid, or cannot be processed;
- You exceed your Credit Limit;
- You give anyone access to your Account using your Access Credentials (as defined in Section 15(a));
- You file or become the subject of a bankruptcy or insolvency proceeding;
- You are unable or unwilling to repay your obligations, including upon death or legally declared incapacity;
- We determine that you made a false, incomplete, or misleading statement to us, or you otherwise tried to defraud us;
- You revoke your consent to receive records, disclosures, and other communications electronically;
- You do not comply with any term of this Agreement or any other agreement with us;
- You use your Card(s) for any unlawful or unpermitted purchase;
- You relocate outside the United States; or
- We receive a garnishment, attachment, or other levy upon the Secured Account, or the Secured Account is subject to any other legal proceeding.

2. Consequences of Default. If you are in default, we may take certain actions with respect to your Account. For example, we may take the following actions, without notifying you, unless the law says that we must give you notice:

- Close or suspend one or more of your Cards or your entire Account;
- Reduce your Credit Limit or Available Credit;

- Demand that you immediately pay the Account Balance;
- Continue to charge you interest and fees, if any, as long as your Account Balance remains outstanding; and/or
- File a lawsuit against you or pursue another action that is not prohibited by law. If we file a lawsuit, you agree to pay our court costs, expenses, and attorney fees, unless the law does not allow us to collect these amounts.

11. Communications, Statements, Notices of Errors, and Other Notices

a) **Delivery of Notices.** You agree that we and our service providers may communicate with you by mail, telephone, email, fax, prerecorded message, automated voice, text message, or other means allowed by law regarding your Account. Any legal disclosures, notices and communications, and other Account-related correspondence that we mail to you will be sent via U.S. Mail to the last mailing address shown in our records for your Account. Notice will be deemed to have been delivered on the day we mailed it to you or made it available electronically. We are not responsible for items lost in, or not delivered by, mail or email (including notices sent to the wrong address due to your address not being current, as required under Section 11(e) of this Agreement). Some notices may only be available electronically or in paper form. Notice to any owner of your Account is notice to all owners and authorized users.b) **Notices You Send Us.** Any written notice you give us is effective after we actually receive and act on it, and it must be given to us according to the specific delivery instructions provided to you, if any. We must receive it in time to have a reasonable opportunity to act on it. If the notice is regarding a check or other item, you must give us sufficient information to be able to identify the item, including the item number, amount, date, and payee. We are not required to act on any instruction or message from you provided by SMS/text, or telephone voice mail, message service, or answering machine. Whenever this Agreement or applicable law requires or allows you to give us written notice, we will not consider SMS/text to be written notice.c) **Electronic Communication.** Your Account is an electronic account. We may send communications electronically, such as by email or text message, rather than through U.S. mail or other means, unless the law says otherwise. If you give us your email address, you agree that we may send servicing messages (such as fraud alerts and hold alerts) related to your Account to that address. You may be required to agree to communicate with us by electronic means in order to open an Account. If you revoke your consent to electronic communications, we may declare you to be in default of this Agreement, close your Account, or take other actions described in this Agreement and the Electronic Communication Disclosure.d) **Telephone Communication.** We may record and/or monitor any of our telephone conversations with you. If we do record, we do not have to keep the recordings, unless applicable law says that we must. When you give us your mobile number, we have your permission to contact you at that number about your Account. Your

consent allows us and our service providers to use text messaging, artificial or prerecorded voice messages, and automatic dialing technology for informational and service calls, but not for telemarketing or sales calls. This communication may include contact from companies working on our behalf to service your Account. Message and data rates may apply. You may change these texting and messaging preferences by emailing hello@privacy.com.e) **Change in Contact Information.** We require you to provide an email address, mobile telephone number, and physical street address if your mailing address is a P.O. box. You are responsible for promptly notifying us of any change to any such contact information or a change to your name. In some instances, we may request additional information for verification purposes. Any notice we mail or email to you will be binding when sent to the last (postal or electronic) address in our records. We may change your address if we receive an address change notice from the U.S. Postal Service or if a company in the business of providing correct addresses informs us that the address in our records no longer matches your address. Even if you elected to receive electronic communications from us, there may still be some legal information that we need to send you via U.S. mail.f) **Communications Equipment and Services.** You are responsible for obtaining and maintaining all telecommunications, mobile, broadband, computer, hardware, software, equipment, and services needed to access and use your Account online; view, save, and/or print your Account documents online; receive any messages or documents you have consented to receive electronically; and for paying all related charges.

12. Closing and Restricting Your Account

a) **You May Close Your Account.** You may request to close your Account at any time for any reason. However, we are not required to close your Account at your request if you have pending transactions or an outstanding Account Balance. In those cases, we will restrict your Account against all future withdrawals and other transactions, other than under legal process, until pending transactions are paid or returned, there is no outstanding Account Balance, and any legal restriction on your Account has been released.b) **We May Close Your Account.** We may also close your Account at any time, for any reason or no reason, with or without prior notice to you. We will have no liability for any action we take under this section.c) **Rules for Closing Your Account.** We may restrict your Account in preparation for closing. We may prohibit further transactions on your Card(s). Items presented for payment may be dishonored. We may send you written notice that we have closed your Account. This Agreement will survive the closing of your Account, and you are still responsible for obligations incurred prior to or in connection with the closing of your Account. After your Account is closed, we have no obligation to accept deposits or pay any outstanding transaction requests, but we may reopen your Security Account if we receive an ACH credit or other payment for your Account.d) **Restricting Your Account; Blocking and Delaying Transactions.** There are many reasons that we may decline or prevent transactions to or from your Account, but we generally do it to protect you or us, or to comply with legal requirements. We may decline or prevent any or all transactions to or from your Account in

our sole discretion, as permitted by applicable law. We may refuse, freeze, reverse, or delay any specific withdrawal, payment, or transfer of funds to or from the Secured Account, or we may remove funds from the Secured Account to hold them pending investigation, including in one or more of the following circumstances:

- You reside outside or relocate outside of the U.S. or any U.S. territory where we offer the Account;
- Your Account is involved in any legal or administrative proceeding;
- We receive conflicting information or instructions regarding your Account ownership, control, or activity;
- We suspect that you may be the victim of a fraud, scam, or financial exploitation, even though you have authorized the transaction(s);
- We suspect that any transaction may involve illegal activity, including violations of anti-money laundering laws and regulations, or that may be fraudulent;
- We are complying in our sole judgment with any federal, state, or local law, rule, or regulation, including federal asset control and sanction rules and anti-money laundering rules, or with our policies adopted to assure that we comply with those laws, rules, or regulations; or
- We reasonably believe that doing so is necessary to avoid a loss or reduce the risk of loss to us.

13. Representations and Warranties

You represent and warrant that as of acceptance of this Agreement and each day you use your Account that:

- a) You are not currently and will not become subject to a U.S. Office of Foreign Asset Control list, or any law, regulation, or other list of any government agency that prohibits or limits us from providing Cards to you or from otherwise conducting business with you;
- b) You are in compliance with all applicable, federal, state and local laws and regulations, and the rules and regulations of the payment networks; and
- c) You have not previously been banned from using any Lithic, Inc. or Privacy.com services, and have not previously violated our Terms of Service.

14. Change in Circumstances

Your Credit Limit is primarily based, in part, on the information provided to us in your application for an Account. You agree that we and the Program Manager have the right to, from time to time, require additional information and/or supplemental information to the information previously provided in the application. You understand and acknowledge that the Credit Limit may be affected by the supplemental information. You further agree to immediately inform us, via Program Manager, of any material change in circumstances regarding the information provided to us in your application.

15. Other Account Terms

a) **Information Security.** It is your responsibility to protect the devices on which you access your Account, your Card(s), the username, password, biometrics or other data you use to log into the App ("**Access Credentials**"). Do not share your Access Credentials with anyone. If you give another person permission to use your Access Credentials, it is a violation of this Agreement and you may be held fully liable for any transactions they make with your Account, even if that person exceeded the authority that you gave them. Please notify us immediately if you believe that your Account has been accessed without your permission.b) **Assignment of Agreement and Successors.** You may not assign or transfer any interest in your Account unless we agree in writing, which we may withhold in our sole discretion. Any permitted assignment of your Account is subject to our setoff rights. This Agreement will be binding on your personal representative, executors, administrators, and successors and on our successors and assigns.c) **Power of Attorney.** A power of attorney is a document you sign that authorizes someone else, called the agent, to act on your behalf. If you sign a power of attorney, the agent can sign on your behalf and do anything you could do regarding your Account. Do not sign a power of attorney unless you trust the agent to act in your best interest. If you choose to add an agent, you must provide a power of attorney in a form that we agree to accept. We may rely on a copy of an original power of attorney. We are not required to investigate the facts relating to any power of attorney provided to us on your behalf, including whether your signature on the power of attorney is authentic or whether the agent continues to have authority. We may follow or refuse to follow the agent's instructions at any time, including if we suspect fraud or abuse on your Account, unless applicable law requires otherwise. We may also refuse an agent's request to become a joint owner or a beneficiary of an Account, but we have no liability to anyone if we do so. We have no liability when we follow or refuse to follow any instructions from an agent, for example, if your agent misuses the authority that you have given them. It is your sole responsibility to notify us in writing if you wish to revoke a power of attorney.d) **Death or Incompetence.** You agree to notify us promptly if any person with a right to use your Account dies or is adjudicated incompetent. We may continue to honor your transactions and instructions until: (a) we know of your death or adjudication of incompetence, and (b) we have had a reasonable opportunity to act on that knowledge. You agree that we may pay or certify transactions

made on or before the date of death or adjudication of incompetence for up to 10 days after your death or adjudication of incompetence unless ordered to stop payment by someone claiming an interest in the Account.e) **No Waiver.** If we fail to exercise any right, that does not mean that we waive that right or any other right, and we may still enforce all our rights in the future.f) **Headings and Rules of Construction.** The headings in this Agreement are for convenience or reference only and will not govern the interpretation of the provisions. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so the singular includes the plural and the plural includes the singular.g) **Changes to this Agreement.** We may change the terms and conditions of this Agreement, including fees and features of your Account, at any time. We will notify you in advance of any such change when required by applicable law. If we have notified you of a change to this Agreement and you continue to use your Account after the effective date of the change, you have agreed to the change. Notices will be made available on the App or delivered electronically using the most recent contact information we have on file for you.

h) **Financial Institution.** You agree that the Program Manager may, from time to time, in its sole discretion and with prior notice to you, change the financial institution that issues the Card.i) **Legal Actions Affecting Your Account.** If we are served with a subpoena, restraining order, writ of attachment, or execution, levy, garnishment, search warrant, or similar order relating to your Account (“**Legal Action**”), we will comply with that Legal Action. Or, in our discretion, we may freeze the assets in the Secured Account and not allow any payments out of the Secured Account, or use of the Card(s), until a final court determination regarding the Legal Action. Any fees or expenses we incur in responding to any Legal Action (including attorneys' fees and our internal expenses) may be charged against your Account. A Fee Schedule may specify additional fees that we may charge for certain Legal Actions.j) **Illegal Activities.** You agree not to use your Account for any illegal activity. We may refuse any gambling transaction, whether lawful or not.k) **Inactive and Unclaimed Accounts.** Each state has laws that govern when accounts are considered inactive or abandoned. If your Account is or has been inactive, we may, in our discretion, refuse to honor requests for withdrawals or other transactions on your Account until after we have verified that you have authorized the request.l) **Reporting to Consumer Reporting Agency; Disputes.** We may report information about you or your Account to a consumer reporting agency. If you believe that we have reported inaccurate or incomplete information about your Account to a consumer reporting agency, you have the right to file a dispute with that consumer reporting agency. You may also submit a dispute directly to us by writing to us at hello@privacy.com. You must provide your name, address and phone number; your Account number; the specific information you are disputing; an explanation of why it is inaccurate or incomplete; and any supporting documentation.m) **Rules Governing Your Account.** Except as otherwise provided in the *Arbitration Agreement*, this Agreement and your Account are subject to applicable federal laws, the laws of the State of Connecticut without regard to internal principles of conflicts of law, and other applicable rules. Changes in these laws may change the terms and conditions of your Account. We will notify you of any changes as required by law. Except as

otherwise provided in the *Arbitration Agreement*, if any provision of this Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. If this Agreement conflicts with any statements made by one of our employees or by a third-party service provider, this Agreement will govern.n) **Fees.** You agree to the terms of this Agreement and any Fee Schedule we may provide. You authorize us to deduct these charges, without notice to you, directly from the balance of your Secured Account (as accrued) and External Account (as needed to cover any shortfall in your Secured Account). You will pay any additional reasonable charges for services you request that are not covered by this Agreement.o) **Attorneys' Fees Resulting from Collection or Dispute.** You will be liable for our costs as well as for our reasonable attorneys' fees, to the extent permitted by law, whether incurred as a result of collection or in any other dispute involving your Account. This includes you, any authorized user(s), or third parties claiming an interest in your Account. This also includes any action that you or a third party takes regarding the Account that causes us, in good faith, to seek the advice of an attorney, whether or not we become involved in the dispute. All costs and attorneys' fees can be added to your Account Balance when they are incurred, without notice to you.p) **Limitation of Liability.** You agree that we, our service providers (including the Program Manager), agents, officers, directors, and employees (and the same of our service providers, subsidiaries and affiliates themselves) (collectively, the "**Indemnified Parties**") will not be liable for anything that we do when following your instructions. In addition, the Indemnified Parties will not be liable if any such Indemnified Party does not follow your instructions if we reasonably believe that your instructions are not permitted under applicable law or would expose us to potential loss or civil or criminal liability, or conflict with customary banking practices. To the extent you are entitled to relief under this Agreement, the total liability of the Indemnified Parties to you will not exceed \$500, except as otherwise required by applicable law. THE INDEMNIFIED PARTIES WILL NOT BE LIABLE FOR INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES REGARDLESS OF THE FORM OF ACTION AND EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IF WE FAIL TO STOP PAYMENT ON AN ITEM, OR PAY AN ITEM BEARING AN UNAUTHORIZED SIGNATURE, FORGED SIGNATURE, OR FORGED ENDORSEMENT OR ALTERATION, OUR LIABILITY, IF ANY, WILL BE LIMITED TO THE FACE AMOUNT OF THE ITEM. This section will survive termination of your Account and termination of this Agreement.q) **Indemnification.** You agree to indemnify and hold the Indemnified Parties harmless from and against losses arising in connection with the services provided under this Agreement, except for losses arising out of our own gross negligence or willful misconduct. You further agree to hold the Indemnified Parties harmless from losses arising out of actions taken or omitted in good faith by any Indemnified Party in reliance upon instructions from you. The Indemnified Parties are not responsible for any actions or omissions by any third party. If you give us instructions that we believe may expose us to potential liability or are in violation of applicable law, in our sole discretion, we may refuse to follow your instructions and we will not be liable to you if we refuse to follow your instructions. If we do choose to follow your instructions, we may ask you for certain protections such as a surety bond or an indemnity agreement in a form that is satisfactory

to us. This section will survive termination of your Account and termination of this Agreement.r) **Filing a Lawsuit or Arbitration.** You must file any lawsuit or arbitration against the Indemnified Parties within 2 years after the cause of action arises, unless federal or state law or an applicable agreement provides for a shorter time. This limit is in addition to limits on notice as a condition to making a claim. If applicable state law does not permit contractual shortening of the time during which a lawsuit must be filed to a period as short as 2 years, you and we agree to the shortest permitted time under that state law. We abide by applicable federal and state record retention laws and may dispose of any records that we retained or preserved for the period set forth in these laws. Any action against us or another Indemnified Party must be brought within the period that the law requires us to preserve records, unless applicable law or this Agreement provides a shorter limitation period or applicable law requires a longer limitation period. This section is subject to Section 16 below, which may require you to submit your claims to arbitration. This section will survive termination of your Account and termination of this Agreement. *YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST THE BANK OR ANY OTHER INDEMNIFIED PARTY ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING.*s) **Location of Legal Proceedings.** If you file any lawsuit or other legal proceeding against an Indemnified Party that is connected in any way to your Account or services, you agree to do so in an appropriate court in the State of Connecticut. If we file any lawsuit or legal proceeding that is connected in any way to your Account or this Agreement, you consent to jurisdiction and venue in an appropriate court in the State of Connecticut. If any party chooses to have disputes resolved by arbitration, the *Arbitration Agreement* below governs the process and location of the arbitration proceedings.t) **Severability.** Any provision of this Agreement that limits the Bank's liability does not negate the Bank's duty (if any) under applicable law to act in good faith and with ordinary care. If any provision of this Agreement is determined to limit the Bank's liability in a way prohibited by applicable law, or to be otherwise unenforceable, the parties agree to replace such provision with a provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable, and this Agreement will be enforceable as so modified.

16. ARBITRATION AGREEMENT

PLEASE READ THIS SECTION CAREFULLY AS IT AFFECTS YOUR RIGHTS.

Agreement to Arbitrate

This section is referred to as the *Arbitration Agreement*. If you have a dispute with the Bank or any other Indemnified Party, and are not able to resolve the dispute informally, you and we agree that, upon demand by you, the Bank or any other Indemnified Party, the dispute will be resolved through the arbitration process set forth in this section.

Arbitration

You agree that if you have a dispute or claim that has arisen or may arise between you and the Indemnified Party, whether arising out of or relating to this Agreement (including any alleged breach), your Privacy.com Account and services provided under this Agreement, any advertising, any aspect of the relationship or transactions between us, and you are not able to resolve the dispute or claim informally, you and we agree that, upon demand by you, the Bank or any other Indemnified Party, the dispute or claim will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this *Arbitration Agreement*, except that you may assert individual claims in small claims court, if your claims qualify. Further, this *Arbitration Agreement* does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf. You agree that, by entering into this *Arbitration Agreement*, you and the Indemnified Parties are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not a judge or jury. The Federal Arbitration Act governs the interpretation and enforcement of this *Arbitration Agreement*.

Parties Subject to this Arbitration Agreement

This *Arbitration Agreement* applies whenever there is a claim between you and us. If a third party, such as an Indemnified Party other than the Bank, is also involved in a claim between you and us, or if a dispute arises between you and an Indemnified Party other than the Bank relating to this Agreement or your Account, then the claim will be decided with respect to the third party in arbitration as well, in accordance with this *Arbitration Agreement*, and it must be named as a party in accordance with the rules of procedure governing the arbitration. No award or relief will be granted by the arbitrator except on behalf of, or against, a named party. *THIS ARBITRATION AGREEMENT DOES NOT APPLY TO YOU IF, AS OF THE DATE OF THIS AGREEMENT, YOU ARE A COVERED BORROWER UNDER THE FEDERAL MILITARY LENDING ACT. IF YOU WOULD LIKE MORE INFORMATION ABOUT WHETHER YOU ARE COVERED BY THE MILITARY LENDING ACT, IN WHICH CASE THIS ARBITRATION PROVISION DOES NOT APPLY TO YOU, PLEASE CONTACT US AT HELLO@PRIVACY.COM.*

Exclusions

You and we retain the right to pursue in small claims court (or an equivalent state court) any dispute that is within that court jurisdiction, so long as the disputes remain in such court and advance only an individual claim for relief. If either you or we fail to submit to binding arbitration of an arbitrable dispute following lawful demand, the party so failing will bear all costs and expenses incurred by the other in compelling arbitration.

Prohibition of Class and Representative Actions and Non-Individualized Relief

YOU AGREE THAT YOU MAY BRING CLAIMS AGAINST THE BANK OR ANY OTHER INDEMNIFIED PARTY ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND THE BANK AGREE OTHERWISE, THE ARBITRATOR MAY NOT

CONSOLIDATE OR JOIN MORE THAN ONE PERSON OR PARTY CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY INDIVIDUAL CLAIM(S), EXCEPT THAT YOU MAY PURSUE A CLAIM FOR AND THE ARBITRATOR MAY AWARD PUBLIC INJUNCTIVE RELIEF UNDER APPLICABLE LAW TO THE EXTENT REQUIRED FOR THE ENFORCEABILITY OF THIS PROVISION.

Pre-Arbitration Dispute Resolution

The Bank and Indemnified Parties are always interested in resolving disputes amicably and efficiently, and most customer concerns can be resolved quickly and to your satisfaction by emailing customer support at **hello@privacy.com**. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other, by certified mail, a written Notice of Dispute (“**Notice**”). The Notice to the Bank or Indemnified Party should be sent to the following address (the “**Notice Address**”):

Lithic, Inc. (d/b/a Privacy.com)
Attention: Legal
228 Park Ave S
PMB 57488
New York, NY 10003-1502

The Notice must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought. If you do not resolve the claim with the Bank or Indemnified Party within 60 calendar days after the Notice is received, you or the Bank or Indemnified Party, as applicable, may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by any party will not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you or the Bank is entitled.

Arbitration Procedures

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association (“**AAA**”) rules and procedures, including the AAA Consumer Arbitration Rules (collectively, the “**AAA Rules**”), as modified by this Arbitration Agreement. For information on the AAA, please visit its website, **<http://www.adr.org>**. Information about the AAA Rules and fees for consumer disputes can be found at the AAA consumer arbitration page, **http://www.adr.org/consumer_arbitration**. If there is any inconsistency between any term of the AAA Rules and any term of this *Arbitration Agreement*, the applicable terms of this *Arbitration Agreement* will control unless the arbitrator determines that the application of the inconsistent *Arbitration Agreement* terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of this

Agreement as a court would. All issues are for the arbitrator to decide, including issues relating to the scope, enforceability, and arbitrability of this *Arbitration Agreement*. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under this Agreement and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless the parties to the arbitration agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of their ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by AAA. If your claim is for \$10,000 or less, you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

Costs of Arbitration

Payment of all filing, administration, and arbitrator fees (collectively, the “**Arbitration Fees**”) will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. Each of you and us will separately and individually pay any respective Arbitration Fees. Any payment of attorneys' fees will be governed by the AAA Rules.

Confidentiality

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator, will be strictly confidential for the benefit of all parties.

Severability

If a court or the arbitrator decides that any term or provision of this *Arbitration Agreement* (other than the *Prohibition of Class and Representative Actions and Non-Individualized Relief* section above) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this *Arbitration Agreement* will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of the *Prohibition of Class and Representative Actions and Non-Individualized Relief* section are invalid or unenforceable, then the entirety of this *Arbitration Agreement* will be null and void, unless such provisions are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of this *Arbitration Agreement* will continue to apply.

Future Changes to this Arbitration Agreement

The Bank may make future changes to this *Arbitration Agreement* (other than a change to the Notice Address) while you have an Account.

Last updated May 6, 2024

Contact Details

Lithic, Inc. (d/b/a Privacy.com)
228 Park Ave S
PMB 57488
New York, NY 10003-1502
United States

If you have questions, please email us at support@privacy.com, or give us a call at [1-844-771-8229](tel:1-844-771-8229).

Product

-  Get Privacy for Chrome
-  Get Privacy for Safari
-  Get Privacy for Edge
-  Get Privacy for Firefox
-  Get Privacy for iOS
-  Get Privacy for Android

Pricing & Plans

About Virtual Cards

- Virtual Cards
- Unique Card Numbers
- Card Security

Resources

- Security
- Support
- Legal & Compliance
- Status

Company

- Blog
- About
- Careers

Contact Us

- Email
- Twitter

* For users on the Privacy Personal plan, there are no fees on domestic transactions and foreign transactions incur a 3% fee (\$0.50 minimum). Users on our Pro and Premium plans do not incur foreign transaction fees. Refer to your cardholder agreement for details.

The Privacy card is issued by Patriot Bank, N.A., pursuant to licenses from Mastercard® International Incorporated and Visa U.S.A. Inc. and may be used everywhere Mastercard and Visa are accepted. Mastercard is a registered trademark of Mastercard International.

PRIVACY

