bench Prepaid Visa Card Cardholder Agreement

IMPORTANT – PLEASE READ CAREFULLY

1. Terms and Conditions for the bench Prepaid Visa® Card.

This document constitutes the agreement ("Agreement") outlining the terms and conditions under which the bench Prepaid Visa® Card has been issued to you by Axiom Bank, N.A. (Member FDIC) pursuant to a license from Visa U.S.A. Inc. By accepting and/or using this Card, you agree to be bound by the terms and conditions contained in this Agreement. The Program Manager for the bench Prepaid Visa® Card is OxyCarbon US, Inc. and the Customer Service telephone number is 1-844-404-0472 or see the toll- free telephone number on the back of your Card. In this Agreement, "Card" means the bench Prepaid Visa® Card issued to you by Axiom Bank, N.A. "Card Account" means the records we maintain to account for the value of transactions associated with the Card. "You" and "your" means the person or persons who have received the Card and who are authorized to use the Card as provided for in this Agreement. "We," "us," and "our" mean OxyCarbon US, Inc.as your Program Manager and "Bank" means Axiom Bank, N.A., our successors, affiliates, or assignees. The Card will remain the property of Axiom Bank, N.A., and must be surrendered upon demand. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. Please read this Agreement carefully and keep it for future reference.

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions and their third parties to obtain, verify, and record information that identifies each person who obtains a Card. What this means for you: When you apply for a Card, we will ask for your name, address, date of birth, social security number or country identification number, and other information that will allow us to identify you. We also may ask to see your driver's license or other documentation bearing your photo as verification of your identity. By participating in the Card program, you warrant factual representation of the required information is accurate, including, but not limited to, your real name, valid U.S. mailing address and residential address (if different), social security number or other identification documentation, date of birth, and telephone number. If you falsify, misrepresent, or fail to provide requested information, we may cancel your Card. In addition, funds tied to suspected illicit or illegal activity may be subject to both internal and potentially federal investigation. We reserve the right to restrict or delay your access to any such funds.

2. Business Days

Our business days are Monday through Friday, 7:00 a.m. – 7:00 p.m. US Central Time excluding federal and legal banking holidays. Any references to "days" found in this Agreement are calendar days unless indicated otherwise.

3.Your Card

The Card is a prepaid card. The Card allows you to access funds loaded or deposited to your Card Account by you or on your behalf. The funds in your Card Account will be FDIC-insured once we have been able to verify your identity. You may access the funds in your Card Account by using your Card, Card Number, or by automated clearinghouse (ACH) debit using your Account Number. The Card is **not** a credit card. The Card is **not** a gift card, nor is it intended for gifting purposes. You will **not** receive any interest on your funds on the Card. The funds in your Card Account will **not** expire, regardless of the expiration date on the front of your Card. However, an Inactivity Fee may apply after 6 months of non-activity, refer to "Schedule of Fees and Charges" for fee details.

Unclaimed Property. If your Card becomes inactive, we may be legally obligated to report the balance of your Account as unclaimed property and forward the unclaimed funds to the state designated in accordance with Applicable Law. The specific period of time to report and send funds in an inactive Account varies by state but usually ranges between three (3) and five (5) years.

Card Registration and Activation. CARDS ARE REGISTERED WHEN YOUR APPLICATION TO BENCH HAS BEEN APPROVED. If we are unable to verify your identity, you will not be able to open a Card Account.

YOU MUST ACTIVATE YOUR CARD PRIOR TO USING IT.

To activate your Card, go to the mobile app and follow the instructions. We may refuse to activate your Card at our sole discretion. For example, we may refuse to activate your Card if there is evidence of fraudulent activity.

4. FEES

THE FEES RELATING TO THE USE (AND MISUSE) OF YOUR CARD ARE SET FORTH IN THE "SCHEDULE OF FEES AND CHARGES" ATTACHED TO THIS AGREEMENT AND INCORPORATED HEREIN BY REFERENCE. FEES INCURRED PURSUANT TO THE TERMS OF THIS AGREEMENT WILL BE WITHDRAWN FROM YOUR ACCOUNT AND WILL BE ASSESSED SO LONG AS THERE IS A REMAINING BALANCE IN YOUR CARD ACCOUNT, UNLESS PROHIBITED BY LAW.

You agree to pay all fees associated with the Card. We may from time to time amend the "Schedule of Fees and Charges" at our sole discretion and as set forth in the Section of this Agreement titled "Amendment and Cancellation." If you request a service that is not included in this "Schedule of Fees and Charges" and there is a fee for such service, such fee will be disclosed at the time you request the service and you agree that any such fee may be deducted from your Card Account.

5. Authorized Users

If you permit another person to have access to your Card or Card Number, you are liable for all transactions made with the Card, Card Number or Account Number, and all related fees incurred, by those persons. To cancel a card, telephone the toll-free number on the back of your Card or call 1-844-404-0472 and you must follow-up not later than ten business days with the written notification to revoke (cancel) permission for any person you previously authorized to use your Card. Until we have received your notice of such a revocation (cancellation) and have had a reasonable time to act upon the written notification of cancellation, you are responsible for all transactions and fees incurred by you or any other person you have authorized. If you tell us to revoke (cancel) another person's use of your Card, we may revoke (cancel) your Card and issue a new Card with a different Card Number and/or Account Number. You are wholly responsible for the use of the Card according to the terms of this Agreement, subject to the section labeled "Lost or Stolen cards/Unauthorized Transfers" below, and other applicable laws.

6. Card Account Use and Purpose

Subject to the limitations set forth in this Agreement, you may use your Card, Card Number, or Account Number, as applicable, to (1) add funds to your Card Account (as described in the Section below titled "Adding Funds to Your Card Account"), (2) transfer funds between bench Card Accounts, (3) purchase goods or services wherever your Card is honored as long as you do not exceed the value available in your Card Account and including your current POS daily spending, and (4) withdraw cash from your Card Account (as described in the Section below titled "Using Your Card to Get Cash"). There may be fees associated with some of these transactions. For fee information, see the "Schedule of Fees and Charges" attached to this Agreement. You agree not to use your Card for illegal gambling or any other illegal purpose.

We will provide you our bank routing number and assign you a 12-digit Account Number once your identity has been verified. The bank routing number and your assigned Account Number are for the purpose of initiating direct deposits to your Card Account, authorized ACH debit transactions, and transfers to and from your accounts at other banks. The 16-digit Card Number embossed or printed on your Card should not be used for these types of transactions or they will be rejected. You are not authorized to use the bank routing number and Account Number to make debit transactions if you do not have sufficient funds in your Card Account. These debits will be declined, and your payment will not be processed.

7. Limitations on Frequency and Dollar Amounts of Transactions

The total amount of purchases and cash withdrawals that you can perform in any single day is limited to $5,000 total. The total amount of ATM withdrawals that you can perform in any single day is limited to $500, with a $500 per transaction limit – see amounts set forth in the Schedule of Fees and Charges. The maximum aggregate value of your Card Account(s) is restricted to $50,000 at any point in time. We will determine any maximum value by aggregating the activity and value of all Card Accounts you may have with us. For security reasons, we may further limit the number or dollar amount of transactions you can make with your Card. The following grid is provided to highlight the frequency and limitations of cardholder transactions in a single day or additional time frame if warranted.

Transaction/Load Type	Daily/Month	Maximum Number	Maximum Amount
Maximum Balance on the card at any time			$50,000
Purchases/Withdrawals (Includes all signature and POS purchases. ATM withdrawals are included on overall Purchase/Withdrawal daily and monthly limits.)	Daily Monthly	25 100	$5,000 $25,000
Cash Withdrawal (ATM)	Daily Monthly	2 10	$500 per withdrawal per day. $500 maximum per withdrawal per day. $5,000
Direct Deposits & ACH Deposits	Daily Monthly	2 10	$20,000 $50,000
Transfers from Other Banks	Daily Monthly	2 10	$20,000 $50,000
bench Account-to-Account Transfer	Daily	10	$5,000

	Monthly	50	$25,000

8. Personal Identification Number ("PIN")

You can set a PIN for your Card Account using the mobile app or by calling Customer Service at 1-844-404-0472 and following the prompts on the IVR (Interactive Voice Response automated telephone system). Only one (1) PIN will be issued for each Card Account. You will need a PIN to obtain cash at an ATM or to make a PIN purchase or obtain cash back at a point-of-sale ("POS") terminal. You should not write or keep your PIN with your Card. Note that after 3 failed PIN attempts you card will be blocked until you contact Customer Service to resolve the issue. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures in the Section below titled "Your Liability for Unauthorized Transfers."

9. Adding Funds to Your Card Account

You may direct deposit funds to your Card Account by providing our bank routing number and your assigned Account Number to your employer or other direct deposit payor (as described in the Section above titled "Card Account Use and Purpose"). You cannot load your Card Account by check or money order.

If you are a party to an Automated Clearing House ("ACH") entry, you agree to be bound by the rules and regulations of the National Automated Clearing House Association ("NACHA") Operating Rules, the Rules of any local ACH, and the Rules of any other system through which the entry is made.

Provisional Payment. Credit we give you with respect to an ACH credit entry is provisional until we receive final settlement for that entry through a Federal Reserve Bank. If we do not receive final settlement, you agree that we are entitled to a refund of the amount credited to you in connection with the entry, and the party making the payment to you via such entry (i.e., the originator of the entry) shall not be deemed to have paid you in the amount of such entry.

Notice of Receipt. Under the operating rules NACHA, which are applicable to ACH transactions involving your account, we are not required to give next day notice to you of receipt of ACH item and we will not do so. However, we will continue to notify you of the receipt of payments in the periodic statements we provide you.

10. Using Your Card to Get Cash

With a PIN, you may use your Card to (i) obtain cash or check your balance at any Automated Teller Machine ("ATM") that bears the Visa® brand, or (ii) obtain cash at merchants or banks that have agreed to provide cash back at POS terminals bearing the Visa® brand. All ATM transactions are treated as cash withdrawal transactions. The maximum amount of cash you may withdraw at an ATM daily is $500 with a $500 limit per withdrawal, as described in the Section above titled "Limitations on Frequency and Dollar Amounts of Transactions." We may limit the amount of any ATM withdrawal, and merchants, banks and ATM operators may impose additional withdrawal limits. You may be charged a fee by us for each cash withdrawal and balance inquiry made at an ATM, in the amount disclosed in the accompanying "Schedule of Fees and Charges." In addition, when you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).

11. Split Transactions

If you do not have enough value loaded on your Card, you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with cash or another card. These are called "split transactions." Some merchants do not allow cardholders to conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash. If you fail to inform the merchant that you would like to complete a split transaction before swiping your Card, your Card is likely to be declined.

12. Transactions Using Your Card Number

If you initiate a transaction without presenting your Card (such as for a mail order, internet or telephone purchase, or an ACH debit purchase), the legal effect will be the same as if you used the Card itself.

13. Your Obligation for Negative Balance Transactions

Each time you initiate a Card transaction, you authorize us to reduce the funds available in your Card Account by the amount of the transaction and all associated fees. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions (creating a "negative balance"). Nevertheless, if any transactions cause the balance in your Card Account to go negative, including any purchase transactions where the retailer or merchant does not request authorization, you shall remain fully liable to us for the amount of any negative balance and any corresponding transaction fees. You may also be liable for any related Insufficient Funds/NSF Fee(s) as set forth in the accompanying "Schedule of Fees and Charges." We reserve the right to bill you for any negative balance or to recoup such negative balance from any other Card we have issued to you. You agree to pay us promptly for the negative balance and any related fees. We also reserve the right to cancel your Card if you create one or more negative balances with your Card.

14. Authorization Holds

You do not have the right to stop payment on any purchase transaction originated by use of your Card, other than a Recurring Transaction as described in the Section below titled "Recurring Transactions." When you use your Card to pay for goods or services, certain merchants may ask us to authorize the transaction in advance and the merchant may estimate its final value. When you use your Card to obtain cash at an ATM, we will authorize the transaction in advance (including all applicable fees). When we authorize a purchase transaction, we commit to make the requested funds available when the transaction finally settles and will place a temporary hold on your Card's funds for the amount indicated by the merchant. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds. Car rentals, hotels and other service-oriented merchants may choose to factor in additional amounts upon check-in, and it may take up to sixty (60) days after your stay or your rental to have any excess amounts held by the hotel or rental company added back to your available balance. Similarly, some gas stations may factor in additional amounts to cover potential filling of the tank; if you want to avoid such a hold, you may want to pay inside the gas station, instead of paying at the pump. Until the transaction finally settles, the funds subject to the hold will not be available to you for other purposes. We will only charge your Card for the correct amount of the final transaction, and we will release any excess amount when the transaction finally settles.

When you use your Card at certain restaurants and service-oriented merchants, there may be an additional 20% (or more) added to the authorization to cover any tip you may leave on the purchase. If this occurs, and your total bill, after adding in the additional 20% (or more), exceeds the amount available on your Card, your transactions may be declined. Accordingly, you should ensure that your Card has an available balance that is

20% (or more) greater than your total bill before using your Card.

15. Recurring Transactions

If you intend to use your Card for recurring transactions, you should monitor your balance and ensure you have funds available in your Card Account to cover the transactions. “Recurring transactions” are transactions that are authorized in advance by you to be charged to your Card at regular intervals. We are not responsible if a recurring transaction is declined because you have not maintained a sufficient balance in your Card Account to cover the recurring transaction. If these recurring transactions may vary in amount, the person you are going to pay should tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.) If you have told us in advance to make regular payments (i.e., recurring transactions) from your Card Account, you can stop the payment by notifying us orally at 1-844-404-0472 or in writing to Program Manager at 5674 Stoneridge Drive, Suite 204, Pleasanton, CA 94588 at least three (3) business days before the scheduled date of the transfer. If you call, we also may require you to put your request in writing and get it to us within 14 days after you call. If you order us to stop one of these payments three (3) business days or more before the transfer is scheduled, and we do not do so, we will be liable for your direct losses or damages. If you have authorized a merchant to make the recurring transaction, you also should contact the applicable merchant to stop the recurring transaction.

16. Preauthorized Credits

If you have arranged to have direct deposits made to your Card Account at least once every sixty (60) days from the same person or company and you do not receive a receipt/statement (paystub), you can call us at 1-844-404-0472 to find out whether the deposit was made.

17. Returns and Refunds

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card Account for such refunds. You are not entitled to a check refund unless your Card has been closed. The amounts credited to your Card for refunds may not be available for up to five (5) days from the date the refund transaction occurs.

18. Card Cancellation and Suspension and Limits

We reserve the right, in our sole discretion, to limit your use of the Card, including limiting or prohibiting specific types of transactions. We may refuse to issue a Card, revoke Card privileges, or cancel your Card with or without cause or notice, other than as required by applicable law. If you would like to cancel the use of your Card, you may do so by calling 1-844-404-0472 or the number on the back of your Card. You agree not to use or allow others to use an expired, revoked, canceled, suspended or otherwise invalid Card. Our cancellation of Card privileges will not otherwise affect your rights and obligations under this Agreement. If we cancel or suspend your Card privileges through no fault of yours, you will be entitled to a refund as provided below in the Section titled “Amendment and Cancellation.” Not all services described in this Agreement are available to all persons or at all locations. We reserve the right to limit, at our sole discretion, the provision of any such services to any person or in any location. Any offer of a service in this Agreement shall be deemed void where prohibited. We can waive or delay enforcement of any of our rights under this Agreement without losing them.

19. International Transaction Fee

If you initiate a transaction in a currency or country other than the currency or country in which your Card was issued, the amount deducted from your funds will be converted by Visa U.S.A. Inc. into an amount in the currency of your Card. Visa U.S.A. Inc. will establish a currency conversion rate for this convenience using a rate selected by Visa U.S.A. Inc. from the range of rates available in wholesale currency markets for the applicable central processing date which may vary from the rate Visa U.S.A. Inc. itself receives, or the government mandated rate in effect for the applicable central processing date, in each instance, plus or minus any adjustment determined by us. If you obtain your funds in a currency or country other than the currency or country in which the Card was issued, we may increase the currency conversion rate (described in the immediately preceding section) up to an additional 3% of the transaction amount and will retain this amount as compensation for our services. This charge is independent of and in addition to the currency conversion rate established by Visa U.S.A. Inc.

20. Receipts.

You should get or request a receipt at the time you make a transaction or obtain cash using your Card. You agree to retain your receipts to verify your transactions. You can get a receipt at the time you make any transfer from your Card Account using one of our ATM terminals.

21. Obtaining Balance and Transaction Information for Your Card

You should keep track of the amount of funds available in your Card Account. You may obtain information about the amount of funds you have remaining in your Card Account by checking your history on your mobile app.

22. Confidentiality

The Bank may disclose information to third parties about your Card or the transactions you make using your Card: (1) where it is necessary for completing transactions; (2) in order to verify the existence and condition of your Card for a third party, such as a merchant; (3) in order to comply with government agency, court order, or other legal reporting requirements; (4) if you give the Bank your written permission; (5) to our and the Bank's employees, auditors, affiliates, service providers, or attorneys as needed; and (6) as otherwise provided in the Bank's Privacy Policy Notice.

23. Our Liability for Failure to Complete Transactions

In no event will we or the Bank be liable for consequential damages (including lost profits), extraordinary damages, special or punitive damages. We will not be liable, for instance: (1) if, through no fault of ours or of the Bank, you do not have enough funds available in your Card Account to complete the transaction; (2) if a merchant refuses to accept your Card or provide cash back; (3) if an ATM where you are making a cash withdrawal does not have enough cash; (4) if an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction; (5) if access to your Card has been blocked after you reported your Card or Access Code lost or stolen; (6) if there is a hold or your funds are subject to legal process or other encumbrance restricting their use; (7) if we or the Bank have reason to believe the requested transaction is unauthorized; (8) if circumstances beyond our or the Bank's control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we or the Bank have taken; or (9) for any other exception stated in our Agreement with you.

In Case of Errors or Questions about your Card Account

if you think an error has occurred in your Card Account, as soon as you can, contact **Customer Service** by phoning 1-844-404-0472 or the number on the back of your Card, emailing us at help@planetbench.com , visiting our website, or writing to the Program Manager at 5674 Stoneridge Drive, Suite 204, Pleasanton, CA

94588. We must allow you to report an error until sixty (60) days after you electronically access your Card Account, if the error could be viewed in your electronic history. You may request a written history of your transactions at any time by calling us at the number on the back of your Card or 1-844-404-0472, emailing us at help@planetbench.com, or writing to the Program Manager at 5674 Stoneridge Drive, Suite 204, Pleasanton, CA 94588. You will need to tell us: (1) your name and Card Number; (2) why you believe there is an error, and the dollar amount involved, and (3) approximately when the error took place. If you tell us orally, we will require that you send your complaint or question in writing within ten (10) business days. We will determine whether an error occurred within ten (10) business days (five (5) business days* for Visa Point of Sale Signature unauthorized debit transactions) after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty- five (45) days to investigate your complaint or question. If we decide to do this, we will provisionally credit your Card within ten (10) business days (five (5) business days* for Visa Point-of Sale Signature unauthorized debit transactions) for the amount you think is in error, so that you will have the use of the money during the time it takes to complete the investigation. If you do not have wages, salary, or other employee compensation that are made on a recurring basis or federal payments (for example, Social Security benefits, tax refunds or other government payments) deposited to your Card Account, we may not credit your Card Account. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days (five (5) business days* for Visa Point-of Sale Signature unauthorized debit transactions), we may not credit your Card Account. For errors involving new Cards, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation and debit your Card Account for the amount of the provisional credit. You may ask for copies of the documents that we used in our investigation. If you need more information about our error-resolution procedures, call us at the number on the back of your Card.

*** On an exception basis as determined by the dispute resolution team, Visa allows the five (5) business days provisional credit to be extended to ten business days if additional investigation is warranted.**

24. Lost or Stolen Cards/Unauthorized Transfers

If you believe your Card or Access Code ("PIN") has been lost or stolen, call 1-844-404-0472, the number on the back of your Card, emailing us at help@planetbench.com, or write to the Program Manager at 5674 Stoneridge Drive, Suite 204, Pleasanton, CA 94588. You should also call the number on the back of your card or write to the address shown here if you believe an electronic transfer has been made using the information from your Card or Access Code ("PIN") without your permission.

25. Your Liability for Unauthorized Transfers

You agree to exercise reasonable control over your PIN ("Access Code"); user ID; and password and any other access code related to your Card Account (each, an "Access Code") and your Card. Tell us AT ONCE if you believe your Card or Access Code has been lost or stolen. Also, if your transaction history shows transfers that you did not make, including those made with your Card, Card Number or Account Number, or you believe an electronic transfer has been made without your permission, tell us at once. Telephoning the toll-free number on the back of your Card or calling 1-844-404-0472 is the best way of keeping your possible losses down. You could lose all the money in your Card Account. If you tell us within two (2) business days after you learn of the loss or theft of your Card, you can lose no more than $50.00 if someone used your Card without your permission. If you do NOT tell us within two (2) business days after you learn of the loss or theft of your Card, and we can prove that we could have stopped someone from using your Card without your permission if you had told us, you could lose as much as $500.00. If you do not tell us within sixty (60) days after the earlier of the date you electronically access your Card Account or the date we sent the FIRST written history on which the error appeared, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good, documented, reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

The following provisions of this Section apply to all Card Accounts: You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or unauthorized use of your Card or Access Code. You also agree to cooperate completely with us in attempts to recover funds from unauthorized users and to assist in their prosecution. We may issue replacement Card or Access Code (PIN), but only after you have provided such proof and security or indemnification as we may require. In addition, you acknowledge that we may have to deactivate your Card and/or Card Account to prevent future losses. If you share your Card or Access Code (PIN) with another person, use of your Card Account by that person may be considered as authorized. If you authorize another person to use your Card or Access Code (PIN), you agree that you will be liable for all transactions arising from use of the Card or Access Code (PIN) by such person except as otherwise set forth in this Agreement. In all cases, our liability for an unauthorized transaction is limited to reimbursing you for the face amount of the unauthorized transaction and any corresponding fees, except as otherwise required by applicable law. A transaction is unauthorized if it is not initiated by you, you did not give permission to make the transaction and you do not benefit from the transaction in any way.

Visa's Zero Liability policy covers U.S.–issued cards only and does not apply to ATM transactions outside the Visa network, PIN transactions not processed by Visa, or certain commercial card transactions. Cardholder must notify us promptly of any unauthorized use.

26. Other Terms

Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement is determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, whether local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement shall be governed by the law of the State of Florida except to the extent preempted or governed by federal law.

27. Amendment and Cancellation

We or the Bank may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in the manner provided by applicable law before the effective date of the change. However, if the change is made for security purposes, we or the Bank can implement such change without prior notice. We or the Bank may cancel or suspend your Card or this Agreement at any time. You also may cancel this Agreement by returning the Card to us or by calling 1-844-404-0472 or customer service at the number on the back of your Card. If you cancel your Card, you may zero out you Card Account balance before closing your Card Account. If your Card is canceled by us when your Card Account has a balance, we will send you a check in the amount of your Card Account balance for no charge. In all events, any check we send will be sent to the address we have for you in our records. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement before termination.

28. Telephone Monitoring/Recording

From time to time, we may monitor and/or record telephone calls between you and us to assure the quality of our customer service or as required by applicable law.

29. No Warranty Regarding Goods and Services

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

30. Arbitration Provision

This Arbitration Provision sets forth the circumstances and procedures under which claims (as defined below) shall be arbitrated instead of litigated in court upon the election of either party.

(a) Definitions: As used in this Arbitration Provision, the term "Claim" means any claim, dispute or controversy between you and us, or between you and the Program Manager for the **bench Prepaid Visa Card** or any of its agents or retailers, arising from or relating to the Card or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this Arbitration Provision or the Agreement. "Claim" includes claims of every kind and nature, including but not limited to initial claims, counterclaims, crossclaims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law, and equity. The term "Claim" is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your Card, or the Cards of any additional cardholders designated by you; (ii) the amount of available funds on the Cards; (iii) advertisements, promotions or oral or written statements related to the Cards, goods or services purchased with the Cards; (iv) the benefits and services related to the Cards; and (v) your enrollment for any Card. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in that court; any appeals from that court shall be pursued only in arbitration. As used in this Arbitration Provision, the terms "we" and "us" shall for all purposes mean the Program Manager, wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns, and all their agents, employees, directors, and representatives. In addition, "we" or "us" shall include any third party using or providing any product, service or benefit in connection with any Cards (including, but not limited to merchants who accept the Card, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Provision, the terms "you" or "yours" shall mean all persons or entities approved by us to have and/or use a Card, including but not limited to all persons or entities contractually obligated under any of the Agreements and all additional cardholders.

(b) Initiation of Arbitration Proceeding/Selection of Administrator: Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either Judicial Arbitration and Mediation Services ("JAMS") or the American Arbitration Association ("AAA"), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within thirty (30) days after you receive notice of our election to select the other organization listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at www.jamsadr.com; and (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at www.adr.org.

(c) Significance of Arbitration: IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF JAMS OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR SHALL NOT CONDUCT A CLASS ARBITRATION OR A JOINT ARBITRATION EXCEPT AS SET FORTH BELOW. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION.

(d) Restrictions on Arbitration: If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other Cardholders or other persons similarly situated. The arbitrator's authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator's authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.

(e) Location of Arbitration/Payment of Fees: Any arbitration hearing that you attend shall take place in the federal judicial district of your residence. At your written request, we will consider in good faith making a temporary advance of all or part of the filing administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to your billing address and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.

(f) Arbitration Procedures: This Arbitration Provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the "FAA"). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this arbitration Provision shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the request party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Code and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

(g) Continuation: This Arbitration Provision shall survive termination of your Card as well as voluntary payment of the debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Provision is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Provision, the Agreement, or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.

31. Prefunded Check Transactions ("Check Terms")

We do not provide the service to use prefunded checks to access the funds in your Card Account ("Checks"). The service of prefunded checks transactions is **not** provided under this program.

List of all fees for bench Prepaid Card

	Amount	Details
Get Started		
Card Purchase	$0.00	There is no fee
Monthly Usage		
Monthly Fee	$4.97	For monthly maintenance of the bench Card account and other bench membership benefits, such as carbon tracking, rewards program, “friends and family” program, and bench Community management
Add Money		
Any ACH, remote deposit, or card load	$0.00	There is no fee for depositing funds on card
Spend Money		
Domestic PIN Purchase	$0.00	There is no fee
Domestic POS Purchase	$0.00	There is no fee
Domestic Purchase PIN Decline	$0.00	There is no fee
Domestic Purchase POS Decline	$0.00	There is no fee
Get Cash		
ATM Withdrawal (in- network)	$0.00	There is no fee for withdrawals made through the surcharge-free Money Pass network.
ATM Withdrawal (out-of- network)	$2.00	This our fee for ATM transactions made outside of the Money Pass network. Additional fees may be added by ATM operators.
ATM Withdrawal Decline	$0.00	There is no fee
ATM Withdrawal International	$0.00	There is no fee
ATM Withdrawal Int'l Decline	$0.00	There is no fee
Information		
Customer Service (automated or live agent)	$0.00	There is no fee
ATM Balance Inquiry or Decline (in-network)	$0.00	There is no fee
ATM Balance Inquiry or Decline (out-of-network)	$0.00	There is no fee
ATM Balance Inquiry or Decline (out-of-network), including Int'l	$0.00	There is no fee
IVR / POS Balance inquiry	$0.00	There is no fee
Card Inactivity	$0.00	There is no fee
Using your card outside of the US		
International PIN Transaction	3%	This is our fee. The 3% is of the US dollar amount of each transaction. Third party fees and rates may apply.
International POS Transaction	3%	The 3% is of the US dollar amount of each transaction. Third party fees and rates may apply.
International PIN Decline	$0.00	There is no fee
International POS Decline	$0.00	There is no fee
International ATM Withdrawal	$3.00	This is our fee for international ATM withdrawals.
International ATM Balance Inquiry or Decline	$1.00	This is our fee for international ATM balance inquiries.
Other		

Replacement Card	$0.00	There is no fee

FDIC Deposit Insurance. Upon the approval of your application and the funding of your account, your account is eligible for FDIC insurance and other protections. Your funds will be held at or transferred to Axiom Bank N.A., an FDIC-insured institution. Once there, your funds are insured up to $250,000 by the FDIC in the event Axiom Bank, N.A. fails, if specific deposit insurance requirements are met and your card is registered. See fdic.gov/deposit/deposits/prepaid.html for details.

Overdraft or Credit Features. Overdraft or credit features ***are not*** available for this account.

For Questions and Other Assistance. Contact bench Card Support by calling 1-844-404-0472, by emailing help@planetbench.com, mailing the Program Manager at 5674 Stoneridge Drive, Suite 204, Pleasanton, CA 94588, or visiting www.planetbench.com.

General Information about Prepaid Accounts. For general information about prepaid accounts, visit cfpb.gov/prepaid. If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit cfpb.gov/complaint.