

GATHRR® BUDGET PROGRAM CUSTOMER AGREEMENT

1. This gathrr® Budget Program (the “gathrr® Budget Program”, “Budget Program” or “Program”) agreement (this “Agreement”) is effective as of the date on which you sign this agreement below (the **Effective Date**) by and between you (“**Customer**”) and GATHRR, LLC (“**GATHRR**”).

The gathrr® Budget Program is issued by one or more prepaid card issuing banks (“**Bank**”), each a member of the FDIC, and is administered, marketed, and distributed by GATHRR on behalf of such Bank(s). The gathrr® Budget Program is a program that billers, including, but not limited to, credit repair, credit counseling, debt settlement, and debt management companies (each, a “**biller**”) can offer to their customers as an efficient means to collect timely payments from such customers that may need to be held and/or accrued in an FDIC-insured FBO account at Bank for immediate or future disbursement to biller or other third parties such as creditors and other payees (each, a “**Payee**”) at the direction of you or biller. [Biller Name] (“**Biller**”) has enrolled as a biller in the gathrr® Budget Program in order to help you facilitate payment to Biller and Payees under a separate agreement that you have executed with Biller under a separate credit repair, credit counseling, debt settlement, or debt management program services agreement (the “**Biller Services Agreement**”). By executing this Agreement, you acknowledge and agree that the gathrr® Budget Program (a) is completely separate and disparate from the Biller Services Agreement and any services that Biller offers and (b) does not involve any extension of credit or loans, credit repair services, credit counseling services, debt management, or debt settlement services by Bank, GATHRR, or their representatives. The gathrr® Budget Program facilitates the payment of your contractual and/or agreed upon payment obligations to Biller or to Payees at your or Biller’s direction. The Program is strictly issued by Bank as a convenient and secure way to help Biller’s customers facilitate payments to Biller and/or Payees and hold such payments in an FDIC-insured account at Bank until such time as Biller or Payees are contractually due to receive such payments. By executing this Agreement, you are acknowledging that this Agreement does NOT construe any partnership between Bank, GATHRR, Biller, or any biller or Payee and that any services or products offered by any biller are offered strictly by biller and NOT by Bank or GATHRR. Biller has contracted with GATHRR strictly for the purpose of allowing Biller to utilize the Budget Program to collect payment from you that may be due directly to Biller or that may be due to your Payees as prescribed under your separate Biller Services Agreement.

For the purposes of this Agreement, the terms “**we**”, “**us**”, and “**our**” refer to GATHRR and Bank individually or collectively. The terms “**Customer**”, “**I**”, “**me**”, “**my**”, “**mine**” “**you**”, and “**your**” refer to you, our Customer and any other party who you authorize to use your Prepaid Account.

Please read this Agreement carefully as it contains the terms, conditions, fees, and disclosures that apply to (a) the processing of your payment(s) on behalf of [Biller Name]/Biller and (b) the dedicated closed-loop, virtual prepaid card account (“**Prepaid Account**”) that Bank will open for you at Bank to hold collect, and accumulate your payments due to Biller or Payees until such time as they are due to be released to Biller or Payees under your separate Biller Services Agreement. By signing this Agreement or using your Prepaid Account, you agree that this Agreement shall apply; and you agree to abide by all of the terms and conditions set forth herein, including the requirement to arbitrate any dispute with GATHRR, LLC according to the terms of the “**ARBITRATION OF DISPUTE**” provision in **Paragraph 20** of this Agreement. You are directed to read the “**ARBITRATION OF DISPUTE**” provision in **Paragraph 20** of this Agreement carefully, as you are giving up your right to bring a lawsuit before a judge or jury against GATHRR, LLC in a court of law. If you have any questions that you do not believe are addressed in this Agreement, you can and should call, email, or write GATHRR at the number or addresses shown at the end of this Agreement. Please review this Agreement carefully and keep it with your other important records.

2. **Purpose, Nature and Use of your Prepaid Account:** Your Prepaid Account is a dedicated account that you can use in connection with the Biller Services Agreement that executed with Biller. GATHRR is not a party to your Biller Services Agreement and does not participate in Biller Services Agreement or the services offered by Biller (the “**Biller Services**”). In general, you will be making periodic deposits to your Prepaid Account from your primary bank account via Automated Clearing House (“**ACH**”) debits or by credit or debit card through a separate merchant processor (the “**Merchant Processor**”), and you will be periodically disbursing funds from your Prepaid Account to pay Biller and/or Payees per the terms of your Biller Services Agreement. Your Prepaid Account is a Federal Deposit Insurance Corporation (“**FDIC**”) insured sub-account within a master custodial account maintained for your benefit (“**FBO**”) at one of GATHRR’s issuing Banks designated or selected by GATHRR. Bank is not a party to your Biller Services Agreement and does not participate in the Biller Services, and is an intended third-party beneficiary of this Agreement, including the “**ARBITRATION OF DISPUTE**” provision in **Paragraph 20** of this Agreement. Additionally, you authorize GATHRR to transfer your Account to another FDIC insured institution under the existing terms. GATHRR will provide written notice to you of such change. Any such notice, and any other written notice that is provided for in this Agreement, will be sent to you at either the physical address you have provided in the application portion of this Agreement and/or the email address you establish with GATHRR. If an email address is not provided to GATHRR, all notices will be sent to you at the physical address you provided in the application portion of this Agreement. Your Prepaid Account may not be used for any illegal purpose and either GATHRR or Bank may close your Prepaid Account at our sole discretion if we determine that your Prepaid Account is being misused or used for any such purpose.

3. **Accessing Your Prepaid Designated Account:** GATHRR has provided a customer portal to Biller for the purposes of providing you access to your Prepaid Account within Biller’s customer service platform. Biller will provide you with login instructions, a personal login, and password (collectively, “your Personal Login”) to access your Prepaid Account within Biller’s customer service platform. Your Personal Login will enable you to access your Prepaid Account either online or by contacting Biller’s Customer Support as listed in the “**Customer Support**” section of this Agreement. You are responsible for the protection and use of your Personal Login. Do not disclose your Personal Login details to anyone who does not have your permission to access your Prepaid Account.

4. Telephonic / Electronic Communications: You authorize GATHRR to accept and act upon any instruction received from (a) you or authorized by you or (b) Biller acting on your behalf under this Agreement concerning your Prepaid Account, where you have communicated that instruction or authorization by telephone, facsimile, email or any other electronic means to Biller or to GATHRR. Use of your Personal Login or any other form of identification designated by you in any transaction constitutes and will be accepted as your electronic signature, as that term is used in the federal Electronic Signatures in Global and National Commerce Act and other applicable laws.

5. Authorizing and Initiating Transactions: In this Agreement, you authorize certain transactions involving your Prepaid Account, including, but not limited to, (a) deposits to your Prepaid Account by (i) ACH debit from your primary bank account or (ii) payment by credit or debit card through Biller's Merchant Processor and (b) payments to Biller and/or Payees from your Prepaid Account. Unless you direct otherwise in writing to GATHRR, by signing this Agreement and utilizing your Prepaid Account, you irrevocably authorize GATHRR to act on instructions from Biller on your behalf, and you agree that GATHRR and Bank may act on such instructions from Biller without further confirmation from you. From time to time, you may change those instructions and/or give other instructions to initiate deposits to or disbursements from your Prepaid Account by contacting Biller's Customer Support or GATHRR's Customer Support as listed in the "**Customer Support**" section of this Agreement. In any event, you must always provide a reasonable period of time for Biller, GATHRR, and Bank to act on your instructions. All deposits to your Prepaid Account will be authorized and initiated pursuant to (a) your instructions or (b) your instructions to Biller as forwarded to GATHRR, and all disbursements from your Prepaid Account will be authorized and initiated pursuant to (a) your instructions or (b) your instructions to Biller as forwarded to GATHRR provided your Prepaid Account contains sufficient funds to cover the amount of the disbursement. However, neither GATHRR, nor any service provider to GATHRR shall be responsible for determining when a payment is actually due, nor shall we be responsible for determining whether a payment is for the correct amount or otherwise proper. GATHRR's sole obligation in this regard will be to execute your or Biller's payment instructions in a commercially reasonable manner as soon as practical after receipt of such instructions. GATHRR shall not be responsible for any late payment fee, penalty or other charge levied by Biller or any of your Payees, for any failure of any of your Payees to accept a proposal for settlement or honor a settlement; or for any other adverse action taken by Biller or your Payee or any other party. GATHRR shall not be liable for any consequences or damages you may claim resulting from GATHRR acting on your instructions or the instructions of Biller. For avoidance of doubt, by signing this Agreement, you are acknowledging that you have a valid Biller Services Agreement in full force and effect at the time of this

Agreement, that you are designating Biller as your agent to provide deposit and disbursement payment instructions to GATHRR regarding your Prepaid Account, and are authorizing GATHRR to act on any deposit and/or disbursement instructions that GATHRR may receive from Biller regarding your Prepaid Account as if such instructions came directly from you. You further agree to indemnify and hold GATHRR, Bank, and their agents and representatives harmless against any and all claims that may arise from accepting such instructions from you and/or Biller.

6. Fees and Charges: The below schedule of fees identifies the fees you are obligated to pay GATHRR in connection with this Agreement and your Prepaid Account; and you agree that these fees and charges may be deducted directly from your Prepaid Account or from your primary bank account if you have selected to use ACH to fund your Prepaid Account. These fees are the only fees associated with GATHRR's services and your Prepaid Account. The fees will be deemed earned at the time of the transaction or the event that gives rise to the fee. You expressly acknowledge that GATHRR may increase the fees and charges associated with your Prepaid Account at any time, and that you will be provided with written notice at least thirty (30) days' prior to such increase. GATHRR will not be responsible for any other fees and/or charges that you may incur arising from or related to your Biller Services Agreement.

One-Time and Recurring Fees:

| | |
|-----------------------------|---------|
| One-Time Account Setup Fee | \$0.00 |
| Monthly Service Charge | \$0.00 |
| Declined/Returned Debit Fee | \$10.00 |
| Insufficient Funds Fee | \$10.00 |

Disbursement Fees:

| | |
|-------------------------------|---------|
| ACH | \$2.00 |
| Manual Check (USPS) | \$4.00 |
| 2 nd Day Delivery* | \$12.00 |
| Overnight Delivery* | \$20.00 |
| Wire Transfer | \$15.00 |
| Stop Payment Order | \$17.50 |

7. Termination of Agreement / Account Closure: You may terminate this Agreement and close your Prepaid Account at any time by sending a written notice to Biller's Customer Support or to GATHRR's Customer Support as listed in the "**Customer Support**" section of this Agreement. The written notice must provide GATHRR with the following information:

1. Your full name and current address;
2. Your Prepaid Account number;
3. The date of the request; and
4. Your request to close your Account.

Please provide GATHRR with sufficient time to process the request. In addition, GATHRR may suspend, cancel or terminate this Agreement and your Prepaid Account at any time without notice for inactivity, or if your Biller Program has been terminated or is no longer being managed, if your Account is improperly maintained or used, or if you otherwise violate any provision of this Agreement. If this Agreement is terminated for any reason, the collected balance in your Prepaid Account will be sent to you by check within a reasonable period of time.

8. Methods of Making Deposits to Your Prepaid Account. You may fund your Prepaid Account by the following methods:

- A. You may designate Bank to make deposits to your Prepaid Account for your Biller Services Agreement by initiating Automated Clearing House ("ACH") debits directly from your personal bank account or
- B. You may make payments via credit or debit card (each a "Payment Card") through Biller's Merchant Processor and you agree to direct such Merchant Processor to forward such Payment Card payments directly to your Prepaid Account at Bank.

Bank shall (a) collect, hold, accumulate, and control all of your funds in your Prepaid Account at Bank; (b) process your funds for payment to Biller or Payees, and (c) make payments to Biller or Payees from your Prepaid Account upon (i) the due date agreed to between you and Biller and (ii) instructions to GATHRR from Biller or (iii) your instructions to GATHRR or to Biller as forwarded to GATHRR. GATHRR will never collect, hold, or remit your funds.

9. Deposits Made by Payment Card Will Result in Your Prepaid Account Balance Reflecting Less Than What You Were Charged. If you make a deposit to your Prepaid Account using a Payment Card, the Merchant Processor will deduct a fee from the total amount of your payment. Biller, Bank, and GATHRR have no control over the amount of this fee and it is charged strictly by such Merchant Processor. As a result, the amount that Bank receives and will be credited to your Prepaid Account will be less than the amount that was charged to your Payment Card. When you look at your balance in your Prepaid Account, it will be less than the amount that was charged to your Payment Card. For example, if you use a credit card to make a \$100 deposit to your Prepaid Account for a future payment to Biller or Payees, the Merchant Processor for that Payment Card

Transaction may charge a fee of \$2.50 to process that transaction (the actual fee may be more or less). As a result, you would only see a deposit of \$97.50 to your Prepaid Account and a resulting available balance of \$97.50. It is important that you understand that the balance in your Prepaid Account will be less than what was charged to your Payment Card.

10. Special Indemnification for GATHRR Acting on Instructions from Biller. As mentioned above in Section 5, by signing this Agreement, you are acknowledging that you have a valid Biller Services Agreement in full force and effect at the time of this Agreement, that you are designating Biller as your agent to provide deposit and disbursement payment instructions to GATHRR regarding your Prepaid Account, and are authorizing GATHRR to act on any deposit and/or disbursement instructions that GATHRR may receive from Biller regarding your Prepaid Account as if such instructions came directly from you. You further agree to indemnify and hold GATHRR, Bank, and their agents and representatives harmless against any and all claims that may arise from accepting such instructions from you and/or Biller.

11. Electronic Statements: You will not receive any monthly statements by mail. All statements for your Prepaid Account will be available online, through Biller's customer service portal and may be accessed using your Personal Login information. By signing this Agreement, you agree to only receive electronic statements. You may also obtain balance and transaction information by contacting Biller's Customer Support team as listed in the "**Customer Support**" section of this Agreement. You agree to review each of your statements carefully and to report any erroneous, improper, or unauthorized transactions to Biller or to GATHRR promptly.

12. Non-Interest-Bearing Prepaid Account: Your Prepaid Account is a non-interest-bearing Account.

13. Unauthorized Transactions and Customer Responsibility: You should never share your Personal Login or Prepaid Account with anyone and should keep your Personal Login and Prepaid Account information secure at all times. If you believe someone has transferred or may transfer money from your Prepaid Account without your permission, contact Biller or GATHRR's Customer Support immediately as listed in the "**Customer Support**" section of this Agreement.

14. FDIC Insurance: The funds in your Account will be FDIC insured up to the maximum FDIC insurance limits applicable to Bank. The insured amount may increase or decrease and is subject to limits set and reset by the FDIC from time to time. Additional information about deposit insurance is available on the FDIC's website at <https://www.fdic.gov/resources/deposit-insurance>.

15. Incomplete Transactions: By signing this Agreement, you agree that GATHRR, Bank, or any service provider to GATHRR or Bank will not be liable for failing to complete any transaction due to insufficient funds in your Prepaid Account; or if circumstances beyond our control prevent the completion of such transaction, including, without limitation, the acts or omissions of any ACH, check or other processor, the National Automated Clearing House Association, the Federal Reserve System, any bank, or the directive of any regulatory authority.

16. Error Resolution Procedures: In the event of potential errors or questions concerning specific transactions involving your Account, you must call or write to Biller's Customer Support or to GATHRR's Customer Support as listed in the "**Customer Support**" section of this Agreement no later than sixty (60) days after the transaction in question appears on your monthly statement. Furthermore, at the very minimum you must provide Biller or GATHRR with the following information:

1. Your full name and Prepaid Account number;
2. The date and amount of the transaction;
3. The type of transaction and a description of the suspected error (please explain as clearly as possible why you believe there is an error or why you need additional information); and
4. The dollar amount of the suspected error.

If you provide the information over the phone, you may be asked and required to provide it again in writing within ten (10) business days. GATHRR will inform you of the results of the investigation of the suspected error within ten (10) business days after you submit the information and any error will be promptly corrected. However, if GATHRR requires more time to investigate the suspected error, it may take up to an additional thirty (30) days to complete the investigation. If GATHRR determines that there is no error, you will be provided with a written explanation within three (3) business days of such determination; and you may ask for and receive copies of the documents used in making any such determination.

17. Biller and Payee Disputes: *You understand and agree that GATHRR and Bank are not a party to your Biller Services Agreement and do NOT participate in any Biller Services, including, but not limited to, credit repair, credit counseling, debt settlement, or debt management and do not participate in the improvement of your credit score or negotiation or repayment of your debts. This Agreement is separate and independent of any contractual obligations you may have with your Biller, Payees, creditors, or other third parties. Accordingly, you hereby expressly acknowledge that GATHRR and Bank do not have any involvement in or responsibilities of any kind or nature with respect to your contractual agreement with your Biller, Payees, creditors, or other third parties – or – the results that you may or may not achieve from your Biller Services. Furthermore, you hereby expressly acknowledge that any representation, statement, or obligation made by your Biller or made in connection with your Biller Services Agreement is not made on GATHRR's or Bank's behalf, and does not and cannot bind GATHRR or Bank. Finally, you expressly acknowledge that GATHRR shall not be liable for any actions taken by, or conduct of, Biller in connection with your Biller Services Agreement. You hereby agree to indemnify GATHRR and Bank, and hold GATHRR and Bank, their parents and subsidiaries, directors, officers, shareholders, and employees harmless from any and all damages (including attorneys' fees) resulting from the breach of any of the above warranties.*

18. Garnishment and Levy Acknowledgement: In the event that any creditor of yours moves to garnish or levy the funds in your Prepaid Account, you expressly acknowledge that GATHRR or Bank will answer such garnishment or levy and will comply with any writ issued by any court of competent jurisdiction in accordance with the applicable state law. Furthermore, you expressly acknowledge that GATHRR and Bank will not be responsible for challenging or raising a defense to any such garnishment or levy on your behalf. You specifically agree to indemnify and hold GATHRR and Bank harmless from any loss, liability, obligation, damage, cost and expense resulting from any creditor's attempt to garnish, levy, and/or hold GATHRR liable for any judgment against you.

19. Governing Law: This Agreement shall be governed by the laws of the state of Texas, except that the state's rules or statutes governing arbitration procedures shall not apply. If any part of this Agreement is declared void or unenforceable, such provision(s) shall be deemed severed from this Agreement, and the remainder of this Agreement shall remain in full force and effect. This Agreement may be modified to the extent necessary to give such force and effect to the remaining provisions. No delay or forbearance in the strict observance or performance of any provision of this Agreement, nor any failure to exercise a right or remedy hereunder, shall be construed as a waiver of such performance, right, or remedy, as the case may be.

20. ARBITRATION OF DISPUTE – IMPORTANT NOTICE WAIVING YOUR RIGHT TO BRING A CLAIM BEFORE A JUDGE OR JURY IN COURT: In the event of any controversy between the parties, including, but not limited, to any claim, dispute, suit, demand, cross claim, counterclaim, or third party complaint (whether contractual, statutory, in tort, or otherwise) arising out of or relating to this Agreement or its performance, breach,

termination, enforcement, interpretation or validity, including the determination of the validity, scope or applicability of this provision to arbitrate, must be resolved by binding and confidential arbitration. This arbitration provision is governed by the Federal Arbitration Act ("FAA"), 9 U.S.C. § 1 *et seq.*, and not by any state rule or statute governing arbitration. Arbitration under this provision will be conducted in either the county in which the customer resides or the closest metropolitan county. **THE PARTIES AGREE THAT ARBITRATION WILL BE BEFORE A SINGLE ARBITRATOR ON AN INDIVIDUAL BASIS AND NOT AS A CLASS OR MASS ACTION. FURTHERMORE, THE PARTIES AGREE THAT THE ARBITRATOR MAY NOT CONSOLIDATE PROCEEDINGS OF MORE THAN ONE PERSON'S CLAIMS.** The Arbitration will be administered by: The Judicial Arbitration Mediation Services ("JAMS"), 1920 Main Street, Suite 300, Irvine, CA 92614 (www.jamsadr.com); or the American Arbitration Association ("AAA"), 335 Madison Ave., Floor 10, New York, NY 10017-4605 (www.adr.org); or another nationally known consumer arbitration service on which the parties will agree to use. The Arbitration will be administered according to the arbitration service's fee schedule and the service's current applicable rules and procedures *except: 1) that the parties expressly waive the applicability of any rule governing class or mass action; 2) that the parties agree to have an in-person final hearing; and 3) that the parties agree that any specific arbitration procedure provided for herein will apply to the arbitration proceeding. The arbitrator – who must be either a retired judge or an experienced attorney - must be neutral and independent and must comply with the selected arbitration service's code of ethics. Additionally, the arbitrator will be guided by the Federal Rules of Evidence and "governing substantive" law.* The arbitrator's award is final and binding on all parties. The parties may move to confirm or vacate the award in a court of competent jurisdiction in accordance with the provisions of the FAA. The parties will bear their own attorneys' fees unless such fees are expressly provided for by applicable law. If the arbitrator determines that reasonable attorneys' fees are to be awarded under applicable law, the parties agree that the arbitrator will also determine the amount of reasonable attorneys' fees to be awarded. In the event a party fails to proceed with arbitration, fails to comply with the arbitrator's award or unsuccessfully challenges the arbitrator's award, the other party is entitled to any costs and expenses incurred, including a reasonable attorneys' fee for having to compel arbitration or defend or enforce the award.

What is Binding Arbitration? Binding Arbitration is an alternative dispute resolution process where both parties give up certain legal rights to bring a claim in court. Binding Arbitration means: (1) that both parties give up their right to a trial in court before a judge or jury; (2) that both parties give up the right to appeal from the arbitrator's ruling except for a narrow range of appealable issues expressly provided for in the FAA, 9 U.S.C. § 16; and (3) that discovery may be severely limited by the arbitrator, and if the arbitrator allows full discovery, the arbitrator may not exceed the discovery limitations provided by the Federal Rules of Civil Procedure. I UNDERSTAND THAT I MAY OPT-OUT OF THE TERMS OF THE "ARBITRATION OF DISPUTE" PROVISION BY PROVIDING GATHRR NOTICE IN WRITING WITHIN

THIRTY (30) DAYS OF SIGNING THE AGREEMENT. I understand that the notice must be sent to GATHRR's Customer Support using certified mail or sent by electronic mail to the addresses provided in this Agreement. If I do not timely opt-out, I agree to the terms of the "ARBITRATION OF DISPUTE" provision.

21. PRIVACY POLICY: GATHRR collects personal information that you provide through the application portion of this Agreement. You can find a detailed description of how we collect, share, and use your personal information and your rights with respect to the information we collect in our Privacy Notice included with this Agreement or available online at www.gathrr.com/privacy-notice. You understand that receiving the Privacy Notice is a necessary part of obtaining our services, and you agree to receive updates regarding this Privacy Notice on our website, where the document is posted. If you have additional questions regarding how we handle your personal information, please contact GATHRR's Customer Support.

22. Maintenance of Accurate Information: You may update your personal information online, at any time, by using your Password to log into GATHRR's website or by contacting GATHRR's Customer Support. To ensure that GATHRR is able to protect your Account and verify your information, it is in your best interests to maintain accurate and current records concerning your personal information.

23. Information regarding your Biller Services Agreement: You expressly acknowledge that GATHRR does not maintain records of any documents or information associated with your Biller Services Agreement. To obtain such information, please contact Biller.

24. USA Patriot Act Compliance: As required by the USA Patriot Act, you authorize GATHRR to take reasonable and practical measures to verify the accuracy of the information you have provided in the application portion of this Agreement, as well as to verify your identity by, including and without limitation, obtaining any information about you in order to assist in combating terrorism and preventing GATHRR's system and the banking system from being used for money laundering or other impermissible, illegal purposes.

25. Limitation of Liability: Under no circumstances shall GATHRR ever be liable to you or any other party for any special, incidental, consequential, exemplary, or punitive damages, or an amount in excess of the fees and charges GATHRR receives from you as set forth in this Agreement. Moreover, under no circumstances shall GATHRR ever be liable for the conduct or contractual obligations of a third party, including, but not limited to, Biller or any Payee.

26. English Language Governs: The terms of this Agreement and the products and services we provide are governed by the English language. As a courtesy, from time to time and at GATHRR's sole discretion, GATHRR may make this Agreement available in languages other than English. If there is any difference in meaning between the English and non-English version of any of our documents, including this Agreement, the English version will govern.

27. Merger Clause: This Agreement contains the complete and final understanding between the parties. Any prior oral statements, representations, or agreements are superseded by this Agreement.

28. Customer Support Information:

Biller Customer Support: 1-833-844-0304

Correspondence Address: 5900 Balcones Drive, Suite 100, Austin, TX, 78731

Telephone: 1-833-844-0304 **Email:** support@gathrr.com

Website Address: www.gathrr.com

Correspondence Address: 5900 Balcones Drive, Suite 100, Austin, TX, 78731

Telephone: 1-833-844-0304

Email: support@gathrr.com

Website Address: www.gathrr.com

GATHRR Customer Support:

By signing below and executing this Agreement, I agree to all of the following: I have read, understand, and agree to all of the terms, conditions, and fees contained herein. I understand that this Agreement is subject to a customer identification program, as required by the USA Patriot Act and other applicable laws; and accordingly, I hereby represent that the following information is true and complete to the best of my knowledge and belief. In addition, I understand that I may be required to provide a copy of a driver's license and/or other information from time to time for use in connection with the verification of my identity and the administration of the Account. **Furthermore, I understand that my Prepaid Account is governed by the terms of this Agreement and that I am bound by all of its terms and conditions, including the binding arbitration provision located in Paragraph 20 of this Agreement in which I expressly give up my right to bring an action against GATHRR in a court before a judge or jury.**


PREPAID ACCOUNT OWNERSHIP, CONTROL AND USE: I understand that my Prepaid Account, when established in accordance with this

Agreement, will be my sole and exclusive property; that only I and Biller may authorize deposits to and Payee or Biller payments from my Prepaid Account; and that only I or Biller may initiate payments to Biller and/or Payees from and/or close my Prepaid Account at any time as provided for in this Agreement. I hereby authorize (a) periodic deposits to be made to my Account pursuant to the authorization provided below and (b) periodic disbursements to be made from my Prepaid Account to me or Biller at my or Biller's direction/instruction to Biller or GATHRR. In this regard, I hereby authorize payment from my Account of the fees and charges provided for in this Agreement. Should I designate an authorized contact, such designation allows for confirmation of Account information and for receipt of messages regarding my Account to the designee.

PERMISSION TO SHARE DATA: I hereby grant permission for GATHRR, Bank, and Biller to share information regarding my Prepaid Account and my Biller Services Agreement with one another and with any other party to the extent necessary to facilitate the transactions I authorize to my Prepaid Account, and acknowledge that sharing information among these parties is essential to the administration of my Prepaid Account and this Agreement. I understand that this Agreement and the Privacy Notice provide additional information relating to my privacy rights.

| | | | | | |
|---|-----------------------|----------------------|--------------------------|--------------------------------------|-----------------|
| Customer Information: First Name (Please print clearly) | MI | Last Name | Social Security # | Date of Birth (mm/dd/yyyy) | |
| Mailing Address | | City | State | | Zip Code |
| Physical Address (if different from mailing address) | | City | State | | Zip Code |
| Home Phone No. | Cell Phone No. | Email Address | SIGN HERE | | |
| Customer's Signature | | | Date | | |

ACH DEBIT AUTHORIZATION

| AUTHORIZATION TO DEBIT BANK ACCOUNT: Customer's Financial Institution Information | | | | | | | | | | | | |
|---|--|-------------|--|-----------------------------|---|----------------------------|--|-----------------------------|---------------------------------|----------|---|---|
| Bank Name | | | | Routing Number ¹ | | | | Account Number ² | | | | |
| Bank Address | | | | City | | | | State | | Zip Code | | |
| Name (as it appears on check) | | | | | | | | | | | | |
| Bank Physical Address | | | | City | | | | State | | Zip Code | | |
| ¹ Routing Number is the 9-digit number appearing in the bottom left corner of your check. ² Account Number is to the right of the Routing Number and before the Check Number. | | | | | | | | | | | | |
| Amount of Initial Debit | | | | | | Date of Debit (mm/dd/yyyy) | | | | | | |
| \$ | | on or after | | | / | | | / | 2 | 0 | 2 | 3 |
| Amount of Recurring Debit | | | | | | Date of Debit (mm/dd/yyyy) | | | | | | |
| \$ | | on or after | | | / | | | and | Weekly | | | |
| | | | | | | | | | Biweekly | | | |
| | | | | | | | | | Semi-monthly | | | |
| | | | | | | | | | Monthly | | | |
| | | | | | | | | | thereafter until further notice | | | |
| <p>I hereby authorize GATHRR to initiate an initial debit entry, if any, and any recurring debit entries to my checking account (or savings account) at the financial institution named above (my "Primary Bank Account"), in the amount(s) and on or after the date(s) set forth above, or for such other amounts that I may subsequently authorize in writing, via the telephone or via the Internet, for the purpose of transferring funds to my Prepaid Account. I represent that my Primary Bank Account exists; that I own it; and that I will maintain sufficient funds in it to permit the debits to clear on the applicable dates. I understand that I may incur a charge as set forth in the Schedule of Fees and Charges if any attempted debit is not immediately honored when presented; and that the financial institution providing my Primary Bank Account may also assess a charge if this occurs. In addition, I understand that I may subsequently designate another account for this purpose by contacting GATHRR's Customer Support; that I may also change the corresponding amounts and dates in that manner; and that the representations I made above about my Primary Bank Account will apply to any other account that I designate.</p> <p>In addition, I hereby authorize GATHRR to accept instructions from me or from Biller in writing, via the telephone or via the Internet, to initiate one-time, non-recurring debit entries to my Primary Bank Account for the purpose of adding additional funds to my Prepaid Account.</p> <p>These authorizations shall remain in full force and effect until I give a formal, written termination notice to Biller or to GATHRR that affords it a reasonable period of time to act on it. Any such notice, and any other written notice that is provided for in this Agreement, shall be sent to GATHRR's Customer Support at the addresses set forth in the Agreement.</p> | | | | | | | | | | | | |
| Applicant's Signature Authorizing GATHRR to Debit Applicant's Primary Bank Account | | | | | | | | | | | | |
| <div style="text-align: right;">  </div> | | | | | | | | | | | | |

All fields required unless otherwise noted