

This Terms of Service (the "Terms of Service") governs your use of the services offered by Spentra, LLC® ("we," "us," "our," "Spentra"), including without limitation our mobile application (the "App") and Money Earned® feature,¹ (collectively, the "Services"). By using the Services, you agree you have read, agree with, and accept all of the terms and conditions in this Terms of Service as well as our [Spentra Privacy Policy](#) ("Privacy Policy"), incorporated in this Terms of Service by reference. We may update the Terms of Service from time to time and it is your responsibility to check for updates. You agree posting of such modified information on the App constitutes notice to you of such modification. Any modification will be effective immediately upon posting and your continued use of the Services shall constitute your acceptance and agreement to the Terms of Service as modified.

If you are a Spentra Mastercard® Payroll Card (the "Card") cardholder, or become one, then the issuing bank's Privacy Policy will also apply to you. This Terms of Service does not modify the Cardholder Agreement governing the use of the Card. This Terms of Service also does not modify the issuing bank's privacy practices, which apply to how information connected to the Card is used.

Account Eligibility

You represent and warrant you are of legal age to form a binding contract and you have the authority to enter into, and the capacity to be bound by, these Terms of Service.

You hereby authorize us, directly or through third parties, to make any inquiries we consider necessary to validate your identity and/or authenticate your identity and information to open an account with Spentra ("Spentra Account"). This may include asking you for further information and/or documentation or requiring you to take steps to confirm ownership of your wireless/cell phone number and verifying your information against third-party databases or through other sources. Any information you provide to us will be held and used in accordance with our Privacy Policy.

Federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens a Card account ("Card Account"). To comply with these requirements, we will ask for your personal information when you open a Card Account that will allow us to identify you and allow the issuing bank to complete the required identity verification.

Protecting Your Spentra Account Information

You acknowledge and agree you are responsible for maintaining the confidentiality of your Spentra Account password that allows you to access the Services.

If you believe your Spentra Account password has been compromised, you can change your Spentra Account password using the App. If your mobile device containing the App has been lost or stolen, or if your Spentra Account history shows Money Earned® transactions you did not make, please contact us.

Transactions

Loading Money

You may load funds to your Card using the Money Earned® feature. The Terms of Service for Money Earned® are described in Exhibit A, which is incorporated herein by reference.

You may also load funds to your Card by direct deposit of your payroll.

When you set up direct deposit of your payroll to your Card, you are requesting we provide the requisite information and your authorization to your employer's payroll provider to allow them to initiate or execute an electronic transfer to your Card Account. For these transactions, your employer's payroll provider will initiate or execute electronic transfers directly to your Card Account in the amount you have specified. You agree your request to set up direct deposit of your payroll to your Card (and any changes thereof) using the App constitutes your authorization for Spentra to provide the requisite information and your authorization to your employer's payroll provider to allow them to initiate or execute an electronic transfer of your payroll on your behalf, as specified by you, directly to your Card Account. You can make changes to your authorization at any time using the App. However, such changes shall be made effective as per the policies of your employer and/or your employer's payroll provider.

¹ The Money Earned® feature provided by Spentra, LLC is not sponsored, endorsed, administered by, or associated with Patriot Bank, who has no liability in relation to the service.

NOTWITHSTANDING ANY OTHER PROVISIONS OF THIS TERMS OF SERVICE, SPENTRA IS ONLY PROVIDING YOUR INFORMATION AND YOUR AUTHORIZATION TO YOUR EMPLOYER'S PAYROLL PROVIDER ON A PASS-THROUGH BASIS. YOUR EMPLOYER'S PAYROLL PROVIDER IS SOLELY AUTHORIZED TO INITIATE OR EXECUTE ELECTRONIC TRANSFERS ON YOUR BEHALF OR MAKE ANY CHANGES TO YOUR TRANSFER REQUESTS. AT NO TIME WILL SPENTRA CONTROL OR HOLD YOUR FUNDS.

Transaction History

You may view your Money Earned[®] transaction history by logging in to your Spentra Account in the App or via spentra.com. You agree to receive your Money Earned[®] transaction history through your Spentra Account in the App or via spentra.com.

Notifications

By providing us with your mobile number, you consent to receiving short message service (SMS) or other text messages from us at that mobile number for Spentra Account authentication and Spentra Account access control. Standard message and data rates from your wireless service provider may apply.

Transactional alerts are optional. You may opt in or opt out of such transactional alerts at any time through the App. Electronic alerts will be sent to your mobile phone number registered with us. You agree you control and limit access to the mobile device.

Changes to your mobile number will apply to all of your alerts.

Alerts may include some information about your Spentra Account. Anyone with access to your mobile device will be able to view the content of these alerts.

Termination

We reserve the right, at our sole discretion, to restrict, suspend, or terminate this Terms of Service and your access to all or any part of the Services at any time and for any reason without prior notice or liability. We reserve the right to change, suspend, or discontinue all or any part of the Services at any time without prior notice or liability. Upon termination of this Terms of Service for any reason, we have the right to prohibit your access to the Services.

If we limit or close your Spentra Account or terminate use of the Services for any reason, you may contact us and request restoration of access, if appropriate. However, if we deem you violated this Terms of Service, restoration is at our sole discretion.

Intellectual Property

"Spentra, LLC" and all related logos, products, and services described in the Services are either trademarks or registered trademarks of Spentra, LLC or of its affiliates or partners. You may not copy, imitate, or use them without our prior written consent.

Disclaimers

Disclaimer of Warranty

SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS, WITH NO WARRANTY WHATSOEVER. SPENTRA AND ITS AFFILIATES DO NOT WARRANT OR MAKE ANY REPRESENTATIONS OF ANY KIND OR NATURE WITH RESPECT TO THE OPERATION OF THE SERVICES OR THE INFORMATION, CONTENT, MATERIALS, OR PRODUCTS INCLUDED IN THE APP. SPENTRA AND ITS AFFILIATES DISCLAIM TO THE FULLEST EXTENT PERMITTED BY LAW ALL EXPRESS, IMPLIED, AND STATUTORY WARRANTIES WITH REGARD TO THE SERVICES, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. SPENTRA AND ITS AFFILIATES DISCLAIM ANY WARRANTIES REGARDING ACCURACY OF INFORMATION CONTAINED IN THE APP, TIMELINESS, AND PERFORMANCE OF THE SERVICES.

Disclaimer Regarding Service Interruptions and Use of Mobile Devices

Your access and use of the Services may be interrupted from time to time for any of several reasons, including without limitation the malfunction of equipment, periodic updating, maintenance, or repair of the Services, or other actions we or our partners, in their sole discretion, may elect to take.

Use of the Services may be available through a compatible mobile device, Internet, and/or network access. You agree you are solely responsible for these requirements, including any applicable changes, updates, and fees, as well as the terms of your agreement with your mobile device and telecommunications provider.

SPENTRA MAKES NO WARRANTIES OR REPRESENTATIONS OF ANY KIND, EXPRESS, STATUTORY, OR IMPLIED AS TO: (I) THE AVAILABILITY OF TELECOMMUNICATION SERVICES FROM YOUR PROVIDER AND ACCESS TO THE SERVICES AT ANY TIME OR FROM ANY LOCATION; AND (II) ANY LOSS, DAMAGE, OR OTHER SECURITY INTRUSION OF THE TELECOMMUNICATION SERVICES.

Limitation of Liability

UNDER NO CIRCUMSTANCES SHALL SPENTRA, ITS EMPLOYEES, OFFICERS, AFFILIATES, SUBSIDIARIES, ADVISORS, AND REPRESENTATIVES BE LIABLE FOR (I) YOUR USE OR NON-USE OF, MISUSE OR FRAUDULENT USE OF, OR RELIANCE ON THE SERVICES, OR (II) USE, MISUSE, OR FRAUDULENT USE OF THE SERVICES BY AN UNAUTHORIZED USER. SPENTRA OR ITS AFFILIATES DO NOT ASSUME OR HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY CLAIMS, DAMAGES, OR LOSSES RESULTING FROM (I) YOUR USE, MISUSE, OR NON-USE OF OR RELIANCE ON SERVICES, FROM INABILITY TO USE SERVICES FOR ANY REASON WHATSOEVER, FROM INTERRUPTION, SUSPENSION, OR TERMINATION OF SERVICES FOR ANY REASON WHATSOEVER, OR FROM PERFORMANCE OR NON-PERFORMANCE OF SERVICES FOR ANY REASON WHATSOEVER, OR (II) USE, MISUSE, OR FRAUDULENT USE OF THE SERVICES BY AN UNAUTHORIZED USER. SPENTRA OR ITS AFFILIATES DO NOT ASSUME OR HAVE ANY RESPONSIBILITY OR LIABILITY FOR ANY DIRECT, INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, EXEMPLARY, AND PUNITIVE DAMAGES (EVEN IF SPENTRA OR ITS AFFILIATES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES) RELATED TO THE SERVICES.

Indemnification

You agree to defend, indemnify, and hold harmless Spentra and its employees, agents, directors, officers, shareholders, and affiliates from and against all third-party liabilities, claims, damages, and expenses (including without limitation reasonable attorneys' fees and costs) arising out of your use of the Services, your breach of any of these Terms of Service, or your infringement of the intellectual property rights of third parties.

Governance: Dispute Resolutions

This Terms of Service shall for all purposes be exclusively governed by and interpreted in accordance with the laws of the State of Texas without regard to any conflicts of laws, rules, or principles thereof. You hereby consent to the exclusive jurisdiction and venue of the state and federal courts having jurisdiction in Dallas County, Texas, for the resolution of all disputes arising in connection with the interpretation, construction, and enforcement of this Terms of Service and use of the Services, and hereby waive any objection you might otherwise have to venue, personal jurisdiction, inconvenience of forum, and any similar or related doctrine.

TO THE EXTENT ALLOWED BY LAW, YOU AGREE TO IRREVOCABLY WAIVE ANY RIGHT YOU MAY HAVE TO A TRIAL BY JURY OR OTHER COURT TRIAL (OTHER THAN SMALL CLAIMS COURT) OR TO SERVE AS A REPRESENTATIVE, PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS IN ANY LAWSUIT, ARBITRATION, OR OTHER PROCEEDING FILED AGAINST US AND/OR RELATED THIRD PARTIES.

Spentra's performance hereunder is subject to existing laws and legal process. Nothing contained in these Terms of Service is in derogation of Spentra's right to comply with governmental, court, and law enforcement requests relating to your use of the Services or information collected by Spentra in connection with such use. Spentra reserves all legal rights and remedies available to it and this disclaimer shall in no way be deemed a limitation or waiver of any other rights Spentra may have. All rights not expressly granted herein are reserved exclusively and entirely to Spentra.

This Terms of Service constitutes the entire agreement between you and Spentra with respect to the subject matter hereof and supersedes all prior or contemporaneous communications, proposals, and agreements, whether electronic, oral, or written, between you and Spentra with respect to the subject matter herein.

Miscellaneous

This Terms of Service and other documents (including but not limited to the [Spentra Privacy Policy](#)) referenced in or linked to in this Terms of Service, which are hereby incorporated herein and made a part of this Terms of Service by this reference, contain your and our entire agreement regarding your use of the Services. If any provision of this Terms of Service is deemed to be illegal or unenforceable, such provision shall be enforced to the extent possible and any remaining illegality or unenforceability will not affect the validity or enforceability of any other provisions of this Terms of Service, which together will be construed as if such illegal or unenforceable provision had not been included in this Terms of Service. Any legal action arising out of your use of the Services must be brought within one year after the cause of action has arisen. The section headings in this Terms of Service are for convenience of reference only and are not to be considered as parts, provisions, or interpretations of this Terms of Service. You may not transfer or assign any rights or obligations you have under this Terms of Service without our prior written consent. We reserve the right to transfer or assign this Terms of Service or any right or obligation under this Terms of Service at any time. Our failure to act with respect to a breach by you or others does not waive our right to act with respect to that breach or subsequent or similar breaches.

In the event of termination of this Terms of Service or the Services, the terms in this Terms of Service, that by their nature are continuing, shall survive such termination, including but not limited to the disclaimers and limitations of liabilities. This Terms of Service shall be given effect to the fullest extent permissible by law. In the event any portion of this Terms of Service shall be ruled invalid by a court of competent jurisdiction, the remaining portions shall be deemed valid and in effect, and interpreted as if the invalid portion had never been part hereof.

Contact Us

If you have any questions or concerns regarding this Terms of Service, please contact us at support@spentra.com.

Exhibit A

Description of Money Earned®

Money Earned® is an employer-sponsored benefit that allows you access to your earned but unpaid wages prior to your wage distribution. It is factoring of your wages where you sell your earned but unpaid wages ("Factored Wages") at a discount ("Factored Wage Discount") to us with no recourse to you. There is a cost to you for utilizing the Money Earned® feature. For example, if you request to load \$20.00 to your Card Account using the Money Earned® feature of the App and if the Factored Wage Discount is \$1.50, the Factored Wage amount would be \$21.50. A total of \$20.00 will be loaded to your Card Account once the wage verification process is completed and you are authorizing your employer to deduct \$21.50 from your net wages on the next payday representing the total Factored Wage amount. (See the Factored Wage Discount and Authorization sections below for more information.)

Eligibility

You must be: (i) an employee of a company that has contracted with us to offer Money Earned® to its employees, and (ii) eligible to participate in Money Earned®. Eligibility to participate in Money Earned® shall be established by your employer.

Opting In

By agreeing to these Terms of Service, you agree to opt in to Money Earned® and to comply with the Terms of Service herein. Your use of any part of Money Earned® or any derivative of Money Earned® constitutes your acceptance of and agreement with the Terms of Service.

Factored Wage Discount

The Factored Wage Discount for each Money Earned® transaction shall be fully disclosed prior to the execution of the Money Earned® transaction.

Non-Cancellation

You understand and agree that a Money Earned® transaction successfully executed by you is non-cancellable.

Authorization

You authorize your employer to deduct from your next wage distribution the Factored Wages sold to us by you in each successful Money Earned® transaction, or any derivative of a Money Earned® transaction, initiated by you during the wage cycle. You further authorize your employer to remit such amounts to us at the close of the next wage distribution cycle.

Verification

By opting in and participating in Money Earned®, you acknowledge and agree you are the bona fide owner of your eligible Spentra Account. If we, in our sole and absolute discretion, believe you are not the bona fide owner of your eligible Spentra Account, we may refuse your access to Money Earned® and pursue any appropriate legal remedies.