

## **Spend Card Terms**

### **(Non-US Business)**

Effective as of December 15, 2025

These Spend Card Terms (the “Card Terms”) are a binding agreement between you (“you”, or “your”), and Vault Fintech Solutions sro (“Vault”), “we”, “us”, or “our”, together with Interlace, the “Program Partner” governing your use of Interlace Spend Cards. The Cards are issued by Qbitech a corporation registered in the State of Wyoming, USA (herein and after Interlace), and Issuer, as stated in Terms and Conditions <https://www.interlace.money/terms>, including its affiliates, successors, and assigns (“Issuer,” ”) and accessed through the Interlace platform provided by Qbitech (“Interlace”). Vault arranges card services for you pursuant to a separate agreement between you and Vault and 1 Terms & Conditions.

### **Important Disclosures**

Rates, fees, and other important information about your Interlace Spend Card (“Card”) are set forth in these Important Disclosures and in your personal offer, Terms & Conditions and Agreement with Vault:

Vault reserves the right to amend these Card Terms or impose additional obligations or restrictions on you at any time with or without notice to you. By continuing to use the Services, you agree to be bound by Vault Terms and Conditions <https://vault.ist/pdf/terms-of-use.pdf> and Privacy Policy and by such amendments or additional obligations or restrictions. The date on the top of this page shows when the Card Terms were last updated.

In addition to these Card Terms, and Vault Terms & Conditions your use of the Services and the Interlace Card is also governed by the Interlace Website Terms, policies and disclosures available at <https://www.interlace.money/terms> and <https://www.interlace.money/terms/spend-card-terms-non-us>. The Interlace Website Terms are incorporated into these Card Terms by reference. You should review the Interlace Website Terms carefully, as they may contain additional provisions applicable to your Interlace Account and your relationship with the Vault and Program Partner.

### **Terms**

The Interlace Card is provided to you in Partner programme with Interlace in connection with your status as an Interlace client/customer/authorized user and pursuant to a separate user agreement between you and Interlace (the “User Terms”). The Vault is not a party to the User Terms and disclaims any liability for the performance of services covered therein.

Vault has arranged for an Interlace Account to be opened on your behalf to facilitate transactions using your Card, based on limits established by the Interlace. You understand that you have access to the Services and Interlace Card only to the extent authorized by Interlace and Vault pursuant to the Terms & Conditions. You acknowledge and agree that the Interlace funds transactions made with your Card, and you are obligated to repay Issue and Vault for all amounts charged to your Card in accordance with the Terms & Conditions and these Card Terms.

You understand that the Interlace Card is not intended for personal, consumer, or household use and you agree you will only use the Interlace Card for commercial or business purposes.

Details on Interlace’s collection, use, and handling of your personal data are described in Interlace Privacy Policy <https://www.interlace.money/terms/privacy-policy>. Please review it carefully and contact Interlace if you have any questions. By opening, using, or maintaining a Card, you consent to and direct Issuer to share information relating to transactions, including receipt information or other personal data, in order to deliver the Services. The card program is issued by the Issuer under license from Visa or Mastercard.

In the event of any conflict between these Card Terms and the Interlace Website Terms, these Card Terms will govern with respect to the Interlace Card and any credit or payment features, and the Interlace Website Terms

will govern with respect to all other aspects of the Services. The information about the cost of the Card described in the above table is accurate as of December 10, 2025.

## **Relationship Between Parties:**

These Card Terms establish the following relationships:

- (a) Vault is a service provider and contracting party under agreement with you and Vault Terms & Conditions.
- (b) The Interlace is a licensed financial institution that issues the Cards and funds transactions. The Issuer is not a party to the Vault Terms & Conditions.
- (c) You are obligated to pay Vault for all amounts charged to your Card. Vault may assign your payment obligations to the Interlace or Issuer in the event of non-payment.
- (d) Each party disclaims liability for the performance of services provided by the other parties, except as expressly set forth in these Card Terms or the Vault and Interlace Terms & Conditions.

## **Defined Terms:**

- “Card Networks” means the payment card networks including Visa or Mastercard.
- “Charge” means any amount debited to your Interlace Account, including payments for goods or services, Fees, interest, penalties, adjustments, or other amounts owed under these Card Terms
- “Chargeback” means a dispute that you initiate against a merchant for an unresolved dispute with the merchant or where a Charge is unauthorized.
- “Fee” means charges We or Interlace, may impose on you for use of the Services or your use of an Interlace Card.
- “Issuer” refers to the original issuer of the cards.
- “Periodic Statement” means the periodic statements that reflect activity for all Cards issued to you identifying charges, fees, refunds, or other amounts owed or credited to your Interlace Account during the time covered by that statement.

## **Agreement:**

### **1. Accepting this Agreement & Eligibility**

These Card Terms become effective and legally binding when you activate or create your Card by following the instructions on the Interlace platform. You and we agree to comply with, and be bound by, this entire Card Terms. You should retain and carefully review these Card Terms. By creating a card, you agree to the Arbitration Clause below as it pertains to this agreement, even if you do not use the Account or the Card.

By using a Card you represent and warrant in your individual capacity that:

- You are not a person who is blocked or sanctioned by the United States Government, including those identified by the United States Office of Foreign Asset Controls (OFAC).
- You will use the Services exclusively for purposes permitted by these Card Terms and the General Terms & Conditions.

- All information you provide to us, either directly or through Partner, is and will be true, correct, and complete.
- You will not use the Interlace Card for personal, family, or household use.
- You will only use the Interlace Card in compliance with applicable law.
- You attest that you are not a United States citizen, or resident, that your business is not based in the United States, and that you are signing up for a card intended exclusively for non-US business purposes.

## **2. Issuer Terms**

Cards are issued either by the issuer identified on the back of the Interlace Card issued to you, as identified in these Card Terms, or any other agreements or materials provided to you (in each case, the “Issuer”). Issuer is the creditor responsible for funding your payments for goods and services your purchase at a merchant through your Interlace Card and based on information provided by Partner. Please note that the Issuer may require you to accept additional terms in addition to the agreements you have with Interlace, and your use of the Interlace Cards will then also be subject to such additional terms.

## **3. Spending Limits**

Your spending limit is generally set by Interlace. Issuer may additionally set spending limits on each Interlace Card or an aggregate spending limit across all Interlace Cards, at its sole discretion. Interlace Account Spending limits are dynamic and may be modified at any time with or without notice to you, including temporarily increases or decreases or reducing spending limits to \$0. Any authorized Charge or fee on an Interlace Card may reduce your spending limit by a corresponding amount.

When you use Interlace Card to initiate a transaction at certain merchants where the amount of the final transaction is unknown at the time of authorization, Issuer may assess a value to such a Charge for an amount higher or lower than the final Charges. The initial “hold” Charge will reduce your spending limit until the final Charge is determined.

## **4. Purchases & Restrictions**

The primary purpose of your Account is to facilitate corporate expenses and other corporate purchases. Vault, Interlace and/or Issuer reserve the right to block and terminate transactions and suspend access to your Account, unless prohibited by applicable law, for transactions and activity which present patterns that do not conform with business purposes. You may use your Account to purchase or lease goods or services (each, a “purchase”) by presenting your Card or providing to participating merchants and establishments that honor the Card your Card number and additional information by any other means (for example, over the phone, online or through a mobile app). We, Interlace, or Issuer will not be liable to you (or anyone else) if any merchant or other person cannot or will not process a purchase permitted under these Card Terms.

Unless prohibited by applicable law, Interlace may from time to time limit the type, number and dollar amount of any purchase, including any cash-like transaction, even if you have sufficient available credit to complete the purchase. Cash-like transactions include, but are not limited to, the following transactions which We, Interlace, or Issuer may limit, restrict, or prohibit at Interlace's sole discretion:

- purchasing travelers checks, foreign currency, money orders, wire transfers, cryptocurrency, other similar digital or virtual currency and other similar transactions;
- purchasing lottery tickets, casino gaming chips, race track wagers, and similar offline and online betting transactions;
- person-to-person money transfers and account-funding transactions that transfer currency; and

- making a payment using a third-party service including bill payment transactions not made directly with the merchant or their service provider.

We, Interlace, or Issuer reserve the right to deny any purchase for any reason, such as account default, suspected fraudulent or unlawful activity, internet gambling, or any indication of increased risk related to the purchase. We, Interlace, or Issuer may terminate or suspend your use of the Card or the Account, with or without notice to you before or at the time we, Interlace, or Issuer take such action. Cash advances and balance transfers are not available under these Card Terms.

You acknowledge and agree that you will not use the Interlace Card: (1) for any expense which is not a legitimate business expense; (2) for any purpose prohibited by these Card Terms or the Interlace or Vault Terms & Conditions; (3) for, with, or for the benefit of any individual or entity who is blocked or sanctioned by the United Nations, United States (including OFAC), European Union, Hong Kong, or any other applicable sanctions regime; (4) for personal, family, or household use; or (5) in violation of any applicable laws or regulations.

You will use all reasonable means to protect your Interlace Cards and log-in credentials to the Interlace Account from unauthorized use. You will not allow any other person or third party to use the Services or the Interlace Card on your behalf. You will immediately notify us where you know or suspect that access to your Interlace Account has been compromised or your Interlace Card has been lost, stolen, or compromised in any way.

## **5. Payments**

### **5.1 Promise to Pay**

You promise to pay Vault for all amounts charged to your Account, including all purchases, Fees, interest, and other charges. Payment obligations are governed by the Vault and Interlace Terms & Conditions and your agreement with Vault. In the event you fail to pay Vault, you authorize Vault to assign your payment obligations to the Interlace, and you agree to pay the Interlace directly for all outstanding amounts, including interest, collection costs, and legal fees. You are obligated to repay all transactions made using your Card, including transactions made by persons you have authorized to use the Card, even if their use exceeds the authorization you gave them.

### **5.2 Periodic Statements**

You are responsible for payment in full of all Charges and Fees. Your Interlace Account may include Periodic Statements identifying Charges, Fees, refunds, any other Card transactions, or other amounts owed or credited to your Interlace Account. Periodic Statements may be made accessible to you on your Interlace Account daily, monthly, or as otherwise prescribed by Issuer. You must notify us promptly if you believe that there are any errors on your Periodic Statement, and submit any disputes or Chargebacks in accordance with these Card Terms. We, Interlace, or Issuer are not obligated to send you a monthly statement if we, or Interlace, or Issuer deem your Account to be uncollectible or applicable law does not require us to send you a monthly statement for other reasons.

### **5.3 Repayments**

Where applicable, you may make a repayment for a balance on one or more of your Interlace Cards by any means that are permitted by Interlace and as provided in your Interlace Account.

Any failure to pay the full amount owed to Interlace or the Issuer, as applicable, when required is a breach of these Card Terms. You are responsible for all costs or expenses that we, Interlace, or Issuer may incur in collecting amounts owed but not timely paid, including legal or collections fees and any interest at the maximum rate permitted under law.

### **5.4 Prepayment**

At any time and where applicable, you may pay all or any part of your outstanding Account balance, without penalty. Payment of more than the payment due in one billing cycle will not relieve you of the obligation to pay the entire payment due in subsequent billing cycles.

## **6. Fees**

We will disclose any Fees to you when you are approved for an Interlace Card through your Interlace Account and by updating these Card Terms, or through our application or website. We may update, add, or change Fees upon 10 days' notice to you. Fees we assess may include interest or other finance related charges, periodic fees, fees for Card issuance or replacement, fees applicable to certain transactions, foreign transaction fees, usage fees, service fees, cash advance fees, fees for late payments, fees for failed payments or returned payments, fees for misuse of the Services, or other fees we disclose to you. You are responsible for Fees in addition to Charges.

### **6.1 Penalty fees.**

(a) Each time a payment on your Account is returned or reversed for any reason or we must return any check, instrument, or transaction you send us because it is incomplete or faulty, we will charge you a returned payment fee of \$50.00 or as stated in your fees agreement with you. However, we will not charge a returned payment fee if we are charging a late fee with respect to the same minimum payment due and will never charge a returned payment fee exceeding the minimum payment due that was due immediately prior to the date on which the payment was returned to us.

(b) Additional fees. We may charge fees for special services you request as set forth in Vault's Fee Schedule and Interlace's Fee Schedule (collectively, the "Fee Schedules"), which are available at your Interlace Account and personal offer from Vault.

### **6.2 Foreign Currency Transactions**

If you make a transaction using your Account in a currency other than U.S. dollars (USD), the card provider will convert any transaction in foreign currency into U.S. dollars using an exchange rate for the applicable central processing date that is (1) selected by processor from the range of rates available in wholesale currency markets, which rate may vary from the rate the association receives, or (2) the government mandated rate. The conversion rate you get may differ from the rate on the transaction date or the posting date, and from the rate that the credit card gets. A merchant or other third party may convert a transaction into U.S. dollars or another currency, using a rate they select, before sending it to the card.

## **7. Managing Your Interlace Cards**

### **7.1 Requesting and Replacing Cards**

We or Interlace may decide not to grant requests for Interlace Cards or limit the number of physical or virtual Interlace Cards provided to you.

You are responsible for securing Interlace Cards, account numbers, and Interlace Card security features. You will promptly notify us and take appropriate measures to prevent unauthorized transactions when an Interlace Card is lost, stolen, breached, or needs to be replaced. In such cases, you may request the issuance of replacement Interlace Cards through your Interlace Account. Replacement Cards may have new account numbers that could require you to update the Interlace Card on file for any scheduled or recurring payments. You are solely responsible for updating Interlace Card information stored with merchants where account numbers have been changed.

### **7.2 Permitted and Unauthorized Use**

You may only use Interlace Cards for bona fide business-related Charges and transactions, and not for personal, family, or household purposes. You understand that your Interlace Account is commercial in nature and that certain consumer protection laws applicable to personal or household credit cards do not apply to your Interlace

Account or the Interlace Cards. You agree that all Charges and other transactions in your account will be treated as business transactions made solely for business purposes.

You agree to establish and maintain controls designed to ensure that the Interlace Cards are only used by you and your permitted authorized users for bona fide business purposes and in compliance with these Card Terms, the Vault and Interlace Terms & Conditions, and applicable law. You are responsible for Charges and transactions made by any person given access to Interlace Cards even if they are not the person associated with or named on the Interlace Card.

Interlace, Issuer, Card Networks, or other intermediary third-party service providers (including merchant acquirers) may deny or reverse Charges for any reason. Issuer is not responsible for any losses, damages, or harm caused by any Charges that are denied or reversed.

### **7.3 Lost or Stolen Cards.**

If your Card is lost or stolen or if you think someone may be using your Card or Account without your permission, you must immediately notify both Vault and Interlace by: (a) contact our representative your contact person from Vault and (b) Emailing Interlace at [support@interlace.money](mailto:support@interlace.money) or using the Interlace platform. You will not be liable for any unauthorized use that occurs after you notify us. You may, however, be liable for unauthorized use that occurs before receipt of your notice by us. You have an obligation to assist us in our investigation if your Interlace Card is lost or stolen or you believe someone is using your Interlace Card or your Interlace Account without your permission.

### **8. Chargebacks**

You are responsible for reviewing your Periodic Statements promptly and identifying any Charges that you believe are unauthorized or that you dispute.

If you and a merchant have a dispute regarding a Charge identified on your Periodic Statement, such as delivery of incorrect goods or services or being charged the wrong amount, you should first attempt to resolve the dispute with the merchant. If the dispute is not resolved to your satisfaction or if you believe the Charge is unauthorized, you may initiate a Chargeback by submitting a dispute through your Interlace Account or by contacting Vault. You must report any disputed Charge or error no more than 60 days after the disputed Charge is posted on your Periodic Statement. We, Interlace, or Issuer may require additional details on the transaction and our review of your disputed Charge will be conditioned on you providing all of the information we, Interlace, may require to review the disputed Charge.

You understand that the Interlace Card is subject to Card Network rules regarding chargebacks. The Card Networks have additional established procedures for resolving chargebacks that may require you to provide further details of the disputed Charge or associated documentation.

Charges relating to disputed Charges and Chargebacks that are pending resolution may still be due and owing as of the date that payment is due as provided in the applicable Periodic Statement. Chargebacks resolved in your favor will be credited to your Interlace Account on either the current or a future Periodic Statement. We may impose fees, reduce your spending limits, or suspend access to your Interlace Account or the Services if you fail to pay Charges relating to Chargebacks that are pending resolution on the payment date.

### **9. Termination**

Subject to applicable law, we, Interlace, or Issuer may suspend, revoke or cancel, your right to use the Card or deny any transaction, in our sole discretion at any time, with or without cause and with or without giving you notice. On our demand or upon termination you agree to surrender to us or destroy the Card. If you attempt to use the Card after the termination (whether or not we, Interlace, or Issuer have provided notice of such termination), the Card may be retained by a merchant, ATM or financial institution where you attempt to use the Card.

### **10. Change of Terms**

Subject to applicable law, we may at any time change, add to or delete terms and conditions of these Card Terms, including interest rates and this Change of Terms provision. Such changes may be based on our anti-fraud policies and procedures, your level of compliance with these Card Terms, prevailing economic conditions and/or any other factors. We will give you notice of any change, addition or deletion as required by applicable law. As of the effective date, the changed terms, at our option, will apply to new purchases and the outstanding balances of your Account, to the extent permitted by applicable law.

## **11. Remedies**

In the event of your default under these Card Terms, we may, subject to applicable law (including any applicable notice requirement): (a) declare all or any portion of your outstanding Account balance to be immediately due and payable; (b) instead allow you to repay your Account balance by paying the minimum payment due each billing cycle, without waiving any rights under subsection (a); and/or (c) commence a collection action against you and charge you for any court costs and/or any reasonable attorneys' fees and costs we are charged in connection with such action by any attorney who is not our salaried employee. After a default, interest charges will continue to accrue until your total Account balance, including accrued interest charges, is paid in full, subject to applicable law.

## **12. Delay in Enforcement**

We may at any time and in our sole discretion delay or waive enforcing any of our rights or remedies under these Card Terms or under applicable law without losing any of those or any other rights or remedies. Even if we do not enforce our rights or remedies at any one time, we may enforce them at a later date. For example, we may accept late payments without losing any of our rights under these Card Terms.

## **13. Communications and Call Recording.**

You authorize Vault, Interlace, Issuer and their partners (one of and each of Issuer's joint or independent affiliates, agents, assigns, and service providers (collectively, the "Messaging Parties") to use automatic telephone dialing systems, artificial or prerecorded voice message systems, messaging systems and automated email systems, or any system capable of storing and dialing telephone numbers to deliver messages relating to these Card Terms, your Account, or your relationship with the Messaging Parties more generally (including but not limited to: messages about upcoming payment due dates, missed payments, and returned payments) to any telephone number(s) you provide to the Messaging Parties. You also agree that these messages may deliver prerecorded and/or artificial voice messages. You understand that telephone messages may be played by a machine automatically when the telephone is answered, whether answered by you or someone else, and that these messages may also be recorded by your answering machine. You also authorize the Messaging Parties to deliver messages to you via mail or email at any addresses you supply to them or that they obtain through any legal means.

You understand that anyone with access to your mail, telephone or email account may listen to or read the messages the Messaging Parties leave or send you, and you agree that the Messaging Parties will have no liability for anyone accessing such messages. You further understand that, when you receive a telephone call, text message or email, you may incur a charge from the company that provides you with telecommunications, wireless and/or internet services, and you agree that the Messaging Parties will have no liability for such charges except to the extent required by applicable law. You expressly authorize the Messaging Parties to monitor and record your calls with the Messaging Parties. If any telephone number you have provided to the Messaging Parties changes, or if you cease to be the owner, subscriber, or primary user of any such telephone number, you agree to immediately give notice to the Messaging Party who delivered the messages of such facts so that the Messaging Party can update its records.

However, to the extent you have the right to revoke your consent to communications by autodialed calls and text messages to your mobile number under applicable law, you may exercise this right by contacting the applicable Messaging Party directly or by sending a request by email or answer to the email you have received with the subject line "END COMMUNICATIONS." You may opt-out of receiving most of these messages at any time by sending us a request or by responding "STOP" to any text message. To stop emails only, you can follow the opt-out instructions included at the bottom of the Messaging Parties' emails.

## **14. Governing Law**

These Card Terms shall be governed by and construed in accordance with the laws of the Hong Kong Special Administrative Region, without regard to conflict-of-law provisions. Any judicial proceedings (other than those subject to arbitration under Section 15) must be brought in the courts of Hong Kong, and you hereby consent to the exclusive venue and personal jurisdiction of such courts.

## **15. Dispute Resolution & Arbitration**

PLEASE READ THIS "DISPUTE RESOLUTION AND ARBITRATION" PROVISION VERY CAREFULLY. IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND ISSUER.

Binding Arbitration:

(a) You and Vault agree that any and all past, present and future Disputes (defined below) shall be determined by arbitration, unless your Dispute is subject to an exception to this agreement to arbitrate set forth below. You and Vault further agree that any arbitration pursuant to this section shall not proceed as a class, group or representative action. The award of the arbitrator may be entered in any court having jurisdiction. "Dispute" means any dispute, claim, or controversy between you and Vault that arises out of or relates to (i) these Card Terms (including any addenda hereto or other terms incorporated herein by reference), (ii) the breach, termination, enforcement, interpretation or validity hereof, including the determination of the scope or applicability of the agreement to arbitrate hereunder, or (iii) any Services (including, without limitation, the Interlace Card).

(b) This agreement to arbitrate shall be construed under and be subject to the Federal Arbitration Act, notwithstanding any other choice of law set out in these Card Terms.

Arbitration Procedure:

(a) Before filing a claim against Us or Interlace, you agree to try to resolve the Dispute informally by providing written notice to Us of the actual or potential Dispute. Similarly, Us or Interlace will provide written notice to you of any actual or potential Dispute to endeavor to resolve any claim we may possess informally before taking any formal action. The party that provides the notice of the actual or potential Dispute (the "Notifying Party") will include in that notice (a "Notice of Dispute") your name, the Notifying Party's contact information for any communications relating to such Dispute, and sufficient details regarding such Dispute to enable the other party (the "Notified Party") to understand the basis of and evaluate the concerns raised. If the Notified Party responds within ten (10) business days after receiving the Notice of Dispute that it is ready and willing to engage in good faith discussions in an effort to resolve the Dispute informally, then each party shall promptly participate in such discussions in good faith.

(b) If, notwithstanding the Notifying Party's compliance with all of its obligations under the preceding paragraph, a Dispute is not resolved within thirty (30) days after the Notice of Dispute is sent (or if the Notified Party fails to respond to the Notice of Dispute within ten (10) business days), the Notifying Party may initiate an arbitration proceeding as described below. If either party purports to initiate arbitration without first providing a Notice of Dispute and otherwise complying with all of its obligations under the preceding paragraph, then, notwithstanding any other provision of these Card Terms, the arbitrator(s) will promptly dismiss the claim with prejudice and will award the other party all of its costs and expenses (including, without limitation, reasonable attorneys' fees) incurred in connection with such Dispute.

(c) You and Vault each agree to resolve any Disputes that are not resolved informally through final and binding arbitration administered by the Hong Kong International Arbitration Centre ("HKIAC") under its Administered Arbitration Rules (the "Rules"). The Rules are available at [www.hkiac.org](http://www.hkiac.org).

(d) Filing costs and administrative fees shall be paid in accordance with the HKIAC Rules;

(e) You and Vault further agree that the seat of arbitration shall be Hong Kong, and the language of arbitration shall be English. All proceedings may be conducted via videoconference, telephonically, or via other remote electronic means if mutually agreed.

(f) You and Vault agree that, notwithstanding anything to the contrary in the Rules, the arbitration of any Dispute shall proceed on an individual basis, and neither you nor Issuer may bring a claim as a part of a class, group, collective, coordinated, consolidated or mass arbitration (each, a "Collective Arbitration"). Without limiting the generality of the foregoing, a claim to resolve any Dispute against Issuer will be deemed a Collective Arbitration if (i) two (2) or more similar claims for arbitration are filed concurrently by or on behalf of one or more claimants; and (ii) counsel for the claimants are the same, share fees or coordinate across the arbitrations. "Concurrently" for purposes of this provision means that both arbitrations are pending (filed but not yet resolved) at the same time.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER YOU NOR YOUR REPRESENTATIVE SHALL BE ENTITLED TO CONSOLIDATE, JOIN OR COORDINATE DISPUTES BY OR AGAINST OTHER INDIVIDUALS OR ENTITIES, OR ARBITRATE OR LITIGATE ANY DISPUTE IN A REPRESENTATIVE CAPACITY, INCLUDING AS A REPRESENTATIVE MEMBER OF A CLASS OR IN A PRIVATE ATTORNEY GENERAL CAPACITY. IN CONNECTION WITH ANY DISPUTE, ANY AND ALL SUCH RIGHTS ARE HEREBY EXPRESSLY AND UNCONDITIONALLY WAIVED. Without limiting the foregoing, any challenge to the validity of this paragraph shall be determined exclusively by the arbitrator.

#### Confidentiality:

The existence of and all information regarding any Dispute will be held in strict confidence by the parties and will not be disclosed by either party except as reasonably necessary in connection with the conduct of the arbitration or the confirmation or enforcement of any arbitral award. Any such permitted disclosure will, to the maximum extent reasonably practicable, be made subject to obligations of confidentiality at least as stringent as the provisions of this paragraph. If any disclosure of information regarding any Dispute is required under applicable law, the parties shall reasonably cooperate with one another to obtain protective orders or otherwise to preserve the confidentiality of such information.

#### Survival:

This agreement to arbitrate shall survive the termination or expiration of these Card Terms. With the exception of the provisions of this agreement to arbitrate that prohibit Collective Arbitration, if a court decides that any part of this agreement to arbitrate is invalid or unenforceable, then the remaining portions of this agreement to arbitrate shall nevertheless remain valid and in force. In the event that a court finds the prohibition of Collective Arbitration to be invalid or unenforceable, then the entirety of this agreement to arbitrate shall be deemed void (but no provisions of these Card Terms unrelated to arbitration shall be void), and any remaining Dispute must be litigated in court pursuant to the preceding paragraph.

#### Indemnity:

You will indemnify and defend Vault, Interlace, and their respective affiliates, directors, officers, employees, and agents (each an "Indemnitee") against, and hold each Indemnitee harmless from, any and all claims, litigation, investigations, proceedings, losses, damages, fines, penalties, liabilities, settlements, costs, fees, and expenses incurred by any Indemnitee or asserted against any Indemnitee by any person arising from: (i) your breach of these Card Terms or the Terms & Conditions; (ii) your misuse of the Card or Services; (iii) unauthorized use of your Card resulting from your failure to secure Card credentials; (iv) disputes with merchants regarding Charges; (v) your violation of applicable laws, regulations, or sanctions; or (vi) acts or omissions of persons you have authorized to use your Card. Vault, Interlace, and the Issuer may defend any claim subject to indemnification hereunder using counsel of their choice, and you will pay or promptly reimburse the Indemnitees for the reasonable fees of such counsel and all related costs and expenses.

If you are a user from a jurisdiction that does not allow the certain indemnification obligations, you agree that the foregoing section titled “Indemnity” is intended to be as broad as permitted under the laws of such jurisdiction. If any portion of this section is held to be invalid under the laws of such jurisdiction, the invalidity of such portion will not affect the validity of the remaining portions of the applicable sections.

**Limitation of Liability: TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW:**

- (a) Vault's total liability to you for any claims arising from these Card Terms or your use of the Services shall not exceed the total Fees paid by you to Vault in the six (6) months preceding the claim.
- (b) Neither Vault, Interlace, nor the Issuer shall be liable for any indirect, incidental, special, consequential, or punitive damages, including loss of profits, loss of data, or business interruption, arising from your use of the Services or the Card.
- (c) Vault, Interlace, and the Issuer are not responsible for: (i) merchant disputes or the quality of goods or services purchased with your Card; (ii) unauthorized transactions resulting from your failure to secure your Card or credentials; (iii) service interruptions caused by third parties, including Card Networks, payment processors, or telecommunications providers; or (iv) your violation of applicable laws or these Card Terms.
- (d) This limitation of liability shall survive termination of these Card Terms and apply to all claims, whether based in contract, tort, or any other legal theory.

Nothing in these Card Terms excludes or limits liability that cannot be excluded or limited under applicable law.