

Futcard Customer Agreement

The combination of terms that could apply to you will differ depending on the specific card offer at the time of application.

The Customer Agreement contains important information related to consumer cards issued by Financia Credit and operated by ViaCarte Inc, Inc. Please visit <https://cards.futswap.io/> for further information. This agreement is valid from the date of request for your Futcard.

This Customer Agreement including any changes to it ("Agreement") contains the terms of your agreement with ISSUER.

Definitions

The meanings of the terms you see in italics appear in the Glossary section at the end of this Agreement. As used here, "you" and "your" mean each applicant and co- applicant for the Account; any person responsible for paying the Account; and any person responsible for complying with this Agreement. "We," "us," "our," and "ISSUER" mean ISSUER Bank; and its agents, authorized representatives, successors, and assignees.

Documents

The following documents govern your Account with us: (1) this Agreement; (2) all Statements; (3) any Rewards Program terms, conditions, and disclosures; (4) any privacy notices; (5) your Card benefits brochure which describes benefits provided by the Payment Card Network for your Account or other third parties; (6) all disclosures and materials provided to you before or when you opened your Account; (7) any other documents and disclosures relating to your Account, including those provided online; and (8) any future changes we make to any of the above. Please read these carefully and keep them for future reference.

New Offers in the Future

We may provide you with new offers that we think may interest you. The terms of these offers may differ from the standard terms on your Account. This Agreement will still apply.

Account Information

We need information about you to manage your Account. This includes: (1) your legal name; (2) a valid mailing address and residential address (if different) with acceptable proof; (3) your date of birth; (4) your ID or other government identification; (5) your telephone number(s); and (6) your employment and income information. You must tell us when this information changes. We may ask you for additional documents to verify any changes. We may restrict or close your Account if we cannot

verify your information, or if you do not provide it as requested.

Credit Limits

When you open your Account, we will tell you your credit limits. These will also appear on your Statement. We may also refer to your credit limits as your credit lines. We may give you different credit limits for the different Segments of your Account. For example, you may have one credit limit for purchases and a different one for Cash Advances. You are responsible

for keeping track of your Section balances and your available credit. You must manage your Account to remain below your credit limits. We may honor transactions above your credit limits, but if we do these transactions will not increase your credit limit. You are responsible for paying for any transaction you make above your credit limits. We may also increase, decrease, restrict or cancel your credit limit on any Segment at any time. This will not affect your obligation to pay us. There may be a Security Deposit required to maintain your Account and your balances. If this is the case, we will advise you of the amount required, which may increase or decrease over time. If we require a security deposit, it will be returned to you not less than 180 after closing your account, either by You or by Us. Any fees which may be charged to your account, may reduce the amount of the security deposit which is owed to you.

Using Your Account

(1) This Agreement applies whether you use your Card or Account or not. It will continue to apply even after your Account is closed, as long as you have a balance. (2) You must sign the Card immediately when you receive it. (3) You must return the Card to us or destroy it if we ask you to. (4) You must take reasonable steps to prevent the unauthorized use of your Card, Access Checks and Account. (5) We may decline to authorize a transaction for any reason. This may occur even if the transaction would not cause you to go over your credit limit or your Account is not in default. (6) We are not responsible for any losses you incur if we do not authorize a transaction. (7) We are not responsible for any losses you incur if anyone refuses to accept your Card for any reason. (8) Unless we tell you otherwise, we will bill each transaction to the applicable Segment of your Account. We will apply it against your available credit for that Segment. (9) You may obtain Cash Advances and Transfers as permitted for your Account. You may not use these to pay any amount you owe us or any other company in the ISSUER organization. (10) You must not use, or try to use, the Card for any illegal activity. You are responsible for any charges if you do. (11) We are not liable for any losses that may

result when our services are unavailable due to reasons beyond our control.

Using a PIN

We may give you a personal identification number (PIN). For security reasons, you may have to provide the PIN before you are able to use your Card. Keep your PIN secure. Do not write it down, give it to anyone, or keep it with your Card. If you lose your Card or believe the confidentiality of your PIN has been compromised for any reason, you must contact Customer Service immediately.

Authorized Users

If you ask us to issue a Card to any other person, they are an Authorized User. We may require certain information about them. We may limit their ability to use your Card. They may have access to certain information about your Account. You will be responsible for their use of the Account and anyone else they allow to use your Account, even if you did not want, or agree to, that use. Removing an Authorized User: If you want to remove an Authorized User from your Account, you must contact Customer Service and request their removal. You also must immediately destroy all Cards in their possession and cancel any arrangements they may have set up on your Account.

They will be able to use your Account until you have notified us that you are removing them from your Account. During this time, you will still be responsible for all amounts they charge to your Account. You will be responsible even if these amounts do not appear on your Account until later. Authorized Users may remove themselves from your Account upon request. We reserve the right to remove them from your Account for any reason. To remove them from your Account, we may close your existing Account and issue a new Card with a new Account number.

Your Promise to Pay

You promise to pay us all amounts due on your Account. This includes amounts where you did not sign a purchase slip or other documents for the transaction. We will treat transactions made without presenting your actual Card (such as for mail, telephone, Internet, or mobile device purchases) the same as if you used the Card in person. If you let someone else use your Card, you are responsible for all transactions that person makes.

Statements

We will generally send or make available to you one Statement for all Cards on your Account at the end of each Billing Cycle.

Under certain circumstances, the law may not require us to send or make available to you a

Statement or may prohibit us from doing so.

Disputed Transactions

You must inspect each Statement you receive. Tell us about any errors or questions you have, as described in the "Billing Rights Summary" on your Statement and other Truth-in Lending Disclosures.

If you do not notify us of an error, we will assume that all information on the Statement is correct. If we credit your Account for all or part of a disputed transaction, you give us all your rights against others regarding that transaction. You will also: (1) give us any information about the disputed transaction, if we ask; (2) not pursue any claim or reimbursement of the transaction amount from the merchant or any other person; and (3) help us get reimbursement from others.

No Warranties

We are not responsible for any claim you may have regarding the purchase of goods or services made with your Card beyond your rights described in the "Billing Rights Summary" on your Statement.

Lost or Stolen Card

If your Card is lost or stolen or if you think someone else may be using your Card or Account number without your permission, you must contact Customer Service immediately. You will not be responsible for transactions on your Account that we find are unauthorized, after the card is reported lost or stolen. If we reimburse you for unauthorized transactions, you will help us investigate, pursue, and get reimbursement from the wrongdoer. Your help includes giving us documents in a form that we request.

Interest Charges and Fees

We will charge Interest Charges and Fees to your Account as disclosed on your Statement and other Truth-in-Lending Disclosures. In general, Interest Charges begin to accrue from the day a transaction occurs. However, we will not charge you interest on any new transactions posted to the purchase Segment of your Account if you paid the total balance across all Segments of your Account in full by the due date on your Statement each month. From time to time, we may give you offers that allow you to pay less than the total balance and avoid Interest Charges on new purchase Segment transactions. If we do, we will provide details in the specific offer. We will generally treat Fees as purchase transactions unless otherwise specified below. These Fees apply to your Account only if

You may be required to pay us at least the minimum payment amount by the payment due date.

your Truth-in-Lending Disclosures provide for them. We may increase your Interest Charges and Fees as described in the Changes to Your Agreement section or in your Truth-in-Lending Disclosures.

Membership Fee

If your Account has a membership Fee, we may charge the first membership Fee either on the day you activate your Card or on the day when you use your Account, whichever occurs first. If your Account terms include a \$0 introductory Fee, we may charge the first Fee when the introductory period ends. If it is an annual Fee, we may then charge it approximately once per year. If it is a monthly Fee, we may charge it each Billing Cycle.

Late Payment Fee

We may charge you this Fee if we do not receive your payment as instructed on your Statement by the payment due date.

Returned Payment Fee

We may charge you this Fee each time your financial institution for any reason rejects a payment you make to us.

Stop Payment Fee

We may charge you this Fee each time you ask us to (1) stop payment on an Access Check or (2) renew an existing stop payment order.

Cash Advance Fee

We may charge you this Fee each time you take out a Cash Advance. We will treat this Fee as a Cash Advance transaction.

Transfer Fee

We may charge you this Fee each time you make a Transfer. We will charge the Fee to the same Segment where we post the Transfer.

Transactions Made in Foreign Currencies If you make a transaction in a foreign currency, the Payment Card Network will convert it into a U.S. dollar amount.

The Payment Card Network will use its own currency conversion procedures. The conversion rate in effect on the processing date may differ from the rate in effect on the transaction date that appears on your Statement.

We may adjust the currency exchange rate or charge additional currency conversion Fees.

Minimum Payment

Your Statement will tell you:

The minimum payment due, (2) your new balance, (3) the payment due date, and (4) an explanation of when the payment must reach us for us to consider it received as of that date. Returns and other credits to your Account will reduce your Account balance, but they will not change your minimum payment amount. In addition to the minimum payment, you may pay all or part of the total balance on your Account. But you must still pay at least the minimum payment amount each month, even if you paid more than the minimum payment due on the previous Statement. We will continue to charge Interest Charges during Billing Cycles when you carry a balance regardless of whether your Statement includes a minimum payment that is due. If your Account is 180 days past due, is part of a bankruptcy proceeding or is otherwise charged off, the total balance is immediately due and payable.

Making Payments

Your payment must be made in U.S. dollars from a U.S. deposit account in a form acceptable to us. We do not accept cash payments through the mail.

You may not make payments with funds from your Account or any other credit account with us or any other company. You will be advised of the methods in which you may make payments to this account.

We are not responsible if any financial institution rejects a payment made using our payment services. If you ask someone else to make a payment for you, we may provide that person with limited Account information necessary to set up and process that payment. We may also refuse to accept that payment. If we do accept it, you will be responsible for that payment even if a financial institution rejects it.

Payment Processing

We may accept and process payments without losing any of our rights. We may delay the availability of credit until we confirm that your payment has cleared. This may happen even if we credit your payment to your Account. We may resubmit and collect returned payments electronically. If necessary, we may adjust your Account to correct errors, process returned and reversed payments, and handle similar issues. When you send us an Item as payment, you authorize us to make a one-time electronic fund transfer from your deposit account. You also authorize us to process the payment as an Item. We may withdraw the funds from your deposit account

as early as the same day we receive your payment. You will not receive your Item back from your bank. We will provide additional information about this process on your Statement.

We may use the information from an Item to create an electronic image. We may collect and return the image electronically. This electronic image may also

be converted to a substitute check and may be processed in the same way we would process an Item. We will not be responsible if an Item you provide has physical features that when imaged result in it not being processed as you intended.

How We Apply Your Payments

Your Account may have Segments with different Annual Percentage Rates (APR). For example, purchases may have a lower APR than Cash Advances. If your Account has Segment balances with different APRs, here is how we apply payments in a Billing Cycle: (1) We generally apply credits and payments up to your minimum payment first to the balance with the lowest Interest Rate, and then to balances with higher APRs.

We apply any part of your payment exceeding your minimum payment to the balance with the highest APR, and then to balances with lower APRs.

Items with Restrictive Words, Conditions, or Instructions

You must mail all Items bearing restrictive words, conditions, limitations, or special instructions to: support@futswap.io. This also includes all accompanying communications. If you make such a payment or send any accompanying communications to any other address, we may reject it and return it to you. We may also accept it and process it without losing any of our rights.

Credit Balances

We may reject and return any payment that creates or adds to a credit balance on your Account. Any credit balance we allow will not be available until we confirm that your payment has cleared.

Account Default

You will be in default if: (1) you do not make any payment when it is due; (2) any payment you make is rejected, not paid or cannot be processed; (3) you exceed a credit limit; (4) you file or become the subject of a bankruptcy or insolvency proceeding; (5) you are unable or unwilling to repay your obligations, including upon death or legally declared incapacity; (6) we determine that you made a false, incomplete or misleading statement to us, or you otherwise tried to defraud us; or (7) you do not comply with any term of this Agreement or any other agreement with us. If you are in default, we may

take certain actions with respect to your Account. For example, depending on the default, we may take the following actions, without notifying you, unless the law says that we must give you notice: (1) charge you Fees, or change the APRs and Fees on your Account, if provided in your Truth-in-

Lending Disclosures; (2) close or suspend your Account; (3) lower your credit limit(s); (4) demand that you immediately pay the total balance owing on your Account; (5) continue to charge you Interest Charges and Fees as long as your balance remains outstanding; and/or (6) file a lawsuit against you, or pursue another action that is not prohibited by law. If we file a lawsuit, you agree to pay our court costs, expenses, and attorney fees, unless the law does not allow us to collect these amounts.

Communications

You agree that we may communicate with you by mail, telephone, email, fax, prerecorded message, automated 4 voice, text message or other means allowed by law regarding your Account. You agree that we may contact you at any telephone number (including a mobile telephone number that you provide us) and use an automated telephone dialing system or similar device to do so. You agree that we may monitor or record any conversation or other communication with you.

Credit Reports

We may report information about your Account to credit bureaus and others. Late payments, missed payments, or other defaults on your Account may be reflected in your credit report.

When you write, tell us the specific information that you believe is incorrect and why you believe it is incorrect. We may obtain and use credit, income, and other information about you from credit bureaus and others as the law allows.

Closing or Suspending Your Account You may contact Customer Service to ask us to close your Account. We may close or suspend your Account at any time and for any reason permitted by law, even if you are not in default. If we close or suspend your Account for any reason, you must stop using your Card. You must also cancel all billing arrangements set up on the Account. If we close or permanently suspend your Account, you must return or destroy all Cards. You must still pay us all amounts you owe on the Account.

Changes to Your Agreement

At any time, we may add, delete, or change any term of this Agreement, unless the law prohibits us

from doing so. We will give you notice of any changes as required by law.

We may notify you of changes on your Statement or in a separate notice. Our notice will tell you when and how the changes will take effect. The notice will describe any rights you have in connection with the changes. Your variable APRs (if applicable) can go

up or down as the index for the rate goes up or down. If we increase your APRs for any other reason, or if we change your Fees or other terms of your Account, we will notify you as required by law.

The Law That Applies to Your Agreement The validity, construction and interpretation of this Agreement and the rights and duties of the Parties hereto shall be governed by the laws of Panama, without regard to choice of law and conflict of law principles. The Parties submit to the exclusive jurisdiction of the Courts of Panama for the resolution of any dispute, difference, controversy, or claim arising out of or relating to this Agreement. If any part of this Agreement is unenforceable, the remaining parts will remain in effect.

Waiver

We will not lose any of our rights if we delay or choose not to take any action for any reason. We may waive our right without notifying you. For example, we may waive your Interest Charges or Fees without notifying you and without losing our right to charge them in the future.

Assignment

This Agreement will be binding on, and benefit, any of your and our successors and assigns. You may not sell, assign or transfer your Account or this Agreement to someone else without our written permission. We may sell, assign or transfer your Account and this Agreement without your permission and without prior notice to you. Any assignee or assignees will take our place under this Agreement. You must pay them and perform all your obligations to them and not us. If you pay us after we notify you that we have transferred your Account or this Agreement, we can return the payment to you, forward the payment to the assignee, or handle it in another way that is reasonable.

Handling of Information and Personal Data

With the acceptance of these terms and conditions, you agree that the information collected by us, was provided by you freely and voluntarily, to be managed by us or by whom we designate for the

fulfillment of the acquired duties, which implies its collection, treatment, study and storage in servers or repositories of us or third parties. We are authorized by you for the treatment of the personal information collected, authorization that we may delegate to a third party as responsible or in charge of the information, contractually ensuring the proper treatment of the same.

Origin of Funds

With the acceptance of these terms and conditions, expressly and under oath, the USER declares that

the origin of its funds and if any, its partners, allied companies, legal representatives or directors, are related to prohibited activities and / or qualified by law as criminal. Also declares under oath that the origin of the funds is lawful and, therefore, does not engage us in any responsibility for the origin and / or achievement of the same. for the above, we may terminate this contractual relationship without prior notice, if the user or any of its representatives, directors or allied companies were to be linked by the competent authorities or any type of investigation for crimes of drug trafficking, terrorism, kidnapping, money laundering and / or related, or if the user is included in lists for the control of money laundering by any national or foreign authority, such as the Office of Foreign Assets Control (OFAC) of the Department of the Treasury of the United States of America. Likewise, with the acceptance of the present terms and conditions, the user expressly authorizes us to consult the reports in credit bureaus, in international lists of money laundering control and sponsorship of terrorism (e.g., the Clinton List, officially: Specially Designated Narcotics Traffickers or SDNT list).

Full acceptance of the Terms

The User expressly declares that he/she has the legal capacity to use the FUTCARD service. Likewise, he/she declares to have provided real, truthful and reliable information; therefore, he/she expressly and unequivocally declares to have read, to understand and to accept the totality of the situations regulated in the present Terms and Conditions, and therefore commits to the total fulfillment of the duties, obligations, actions and omissions expressed herein.

Glossary

- "Access Check" means any check we send to you to access credit from your Account. We may also refer to an Access Check as a "convenience check" or a "purchase check".
- "Account" means your Card Account with us.
- "Authorized User" means a person who may use the Card but is not responsible for the repayment of the Account.

- “Balance Transfer” means a Transfer posted to the purchase Segment of your Account unless otherwise described in your Truth-in-Lending Disclosures.

- “Billing Cycle” means the period reflected on a Statement. This period may vary in length but is approximately 30 days. You will have a Billing Cycle even if a Statement is not required. We will often specify a Billing Cycle by the month in which its closing date occurs. For example, a “March Billing Cycle” will have a closing date in March. We may also refer to a Billing Cycle as a “Billing Period”. If

Update: 01/JAN/2023

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a Billing Cycle and information about what you must pay. We may also refer to your Statement as a “Periodic Statement” or a “Billing Statement”.

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“Transfers” means amounts transferred from other accounts to this Account and includes Balance Transfers and Special Transfers

your Account balance has charged off, we may switch to quarterly Billing Cycles for your Account.

- “Card” means any Futcard credit card associated with your Account. This includes all renewals and substitutions. It also means any other access device for your Account we give you that allows you to obtain credit, including any Account number.

- “Cash Advance” means a loan in cash or things we consider cash equivalents, including wire transfers, travelers’ checks, money orders, or foreign currency.

We post Cash Advances to the Cash Advance Segment of your Account and not to your purchase Segment.

- “Fees” means charges imposed on your Account not based on the Annual Interest Rates.

- “Interest Charges” means any charges to your Account based on the application of Annual Percentage Rates.

- “Item” means a check, draft, money order or other negotiable instrument you use to pay your Account. This includes any image of these instruments. This does not include an Access Check.

- “Payment Card Network” means the network provider displayed on your Card. This may be Visa Inc., MasterCard International Incorporated, or any other network provider.

- “Segments” means the different parts of your Account we may establish that are subject to unique APRs, pricing, or other terms. We create these parts of your Account for such things as your purchases, Balance Transfers, Cash Advances and Special Transfers. The sum of your Segment balances equals your total Account balance.

- “Special Transfer” means a Transfer posted to a Segment of your Account that is not your purchase Segment or Cash Advance Segment.

- “Statement” means a document showing important Account information, including all transactions billed to your Account during