



## Authorized User Terms

# **[[ALLISON]] Authorized User Terms**

**Last Updated: [[2-25-2022]]**

These Authorized User Terms ("Terms") are a binding agreement between you and [[Allison Fintech Co]] ("Cardholder") that govern your access to and use of the Services (as defined below).

Cardholder is the owner of the Card (as defined below) and the only party entitled to any cardholder benefits or legal recourse with respect to the Card. You are an authorized user of the Cardholder. Cards are not issued to you; instead, Cards are issued to the Cardholder by the Issuer (as defined below). You have access to the Services only to the extent authorized by, and for the sole benefit of, the Cardholder.

All rights and obligations with respect to any Service Provider apply only to the Cardholder, and any such Service Providers have no direct obligations to you.

THESE TERMS REQUIRE ALL DISPUTES TO BE RESOLVED BY WAY OF BINDING INDIVIDUAL ARBITRATION, AS OUTLINED IN SECTION 6.

## **1. Definitions.**

- a. "Administrator" means the person appointed by the Cardholder to manage the Cardholder's use of the Services, including managing how you may use your Card.
- b. "Card" means a payment card issued by the Issuer.
- c. "Card Network" means the payment card network operated by [[Card Network]].
- d. "Card Parties" means Cardholder, Issuer, any Service Provider, and any affiliates, employees, contractors, officers, and directors of any of the foregoing.
- e. "Issuer" means [[Sponsor Bank]] Patriot Bank, N.A. or such other bank partners that Cardholder may determine, that is responsible for issuing the Card.
- f. "Services" means the services Cardholder provides to you, including any use of Cards.
- g. "Service Provider" means any companies Cardholder contracts with to offer the Services, directly or indirectly.
- h. "User" means a person authorized by the Cardholder to access and use the Services on the Cardholder behalf.
- i. "You" and "your" refer to the person authorized by the Cardholder to receive and use a Card or otherwise use the Services (including Users and Administrators, as applicable) that is party to these Terms.

- 2. Access to and Use of Services.** You may use the Services only to the extent that you are authorized to do so by the Cardholder. Cardholder may limit or terminate your access at any time, without notice. You agree not to circumvent or attempt to circumvent the security of the Services for any purpose, including to use any Services for which you are not authorized. You agree to use the Services in a lawful manner, in compliance with all laws, rules, and regulations that apply to your use of the Services. You cannot use your Card

until it is activated by the Cardholder or Administrator, as applicable. Cardholder may cancel, revoke, or restrict the use of your Card at any time and for any reason. Cardholder is not liable if a merchant refuses to honor your Card.

3. **Limits.** The Card Parties may impose spending or other limits on your use of the Card and Services. The Cardholder (or Administrator, if applicable) will inform you of any such limits that may apply.
4. **Data Privacy.** The Card Parties process, analyze, and manage information you provide in accordance with their privacy policies, which explains how and for what purposes such parties collect, use, retain, disclose, and safeguard information provided in connection with the Services. You agree to the terms of the Cardholder's privacy policy, which may be updated from time to time, and which form part of these Terms. The Cardholder's Privacy Policy is available at [\[\[link to privacy policy\]\]](#).
5. **Indemnification.** You agree to indemnify the Card Parties and hold them harmless from and against any losses, liabilities, damages, claims, costs or expenses (including reasonable attorneys' fees) arising out of or relating to claims, proceedings, suits, or actions brought by or initiated against the Card Parties or any of the other indemnitees specified above by any third party due to your use of the Card or violation of law, fraud, gross negligence, or willful misconduct. Cardholder may defend any claim subject to indemnification hereunder, using counsel of its choice, and you will pay or promptly reimburse Cardholder for the reasonable fees of such counsel and all related costs and reasonable expenses.
6. **Dispute Resolution by Binding Arbitration.**
  - a. **Agreement to Arbitrate.** You and the Card Parties agree to arbitrate any and all claims or disputes arising from your attempted or actual use of the Services ("Dispute") (including any disputes with Service Providers) before a neutral arbitrator who has the power to award the same damages and relief that a court can.

ANY ARBITRATION UNDER THESE GENERAL TERMS WILL ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, PRIVATE ATTORNEY GENERAL ACTIONS, REPRESENTATIVE ACTIONS AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED. YOU WAIVE ANY RIGHT TO HAVE YOUR CASE DECIDED BY A JURY, AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST ANY CARD PARTIES.

If any section of these arbitration provisions is found unenforceable, the unenforceable provision will be severed, and the remaining arbitration terms will be enforced (but in no case will there be a class or representative arbitration).

ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN

ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.

Your agreement to arbitrate and these related terms are made pursuant to a transaction involving interstate commerce, and are governed by the Federal Arbitration Act and not any state arbitration law.

**b. Limitation on Time to Initiate a Dispute.** Any action or proceeding by you relating to any Dispute must commence within 90 days after the cause of action accrues.

**c. Process for Arbitration of Disputes.** All disputes shall be FINALLY and EXCLUSIVELY resolved by binding individual arbitration conducted by the American Arbitration Association ("AAA") under its Consumer Arbitration Rules in your state of residence at a location that is reasonably convenient for both parties. For a copy of the procedures, to file a claim or for other information about the AAA, contact: AAA, 335 Madison Avenue, New York, NY 10017 or at [www.adr.org](http://www.adr.org).

If you are a consumer bringing a claim relating to personal, household, or family use, any arbitration hearing will occur within the county where you reside. Otherwise, any arbitration hearing will occur in New York County, New York, or another mutually agreeable location.

Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures may be SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrators' decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

All determinations as to the scope, interpretation, enforceability, and validity of these Terms shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

IF YOU DO NOT AGREE TO THE TERMS OF THESE ARBITRATION PROVISIONS, DO NOT ACTIVATE OR USE THE CARD, OR IF IT HAS ALREADY BEEN ACTIVATED, CANCEL IT. YOU MAY CANCEL THE CARD BY CONTACTING CUSTOMER SERVICE AT [\[\[hello@tryallison.com\]\]](mailto:hello@tryallison.com).

- 7. Governing Law.** These terms are governed by the law of [\[\[governing law of bank sponsor\]\]](#), except to the extent governed by federal law and subject to Section 6.
- 8. Severability.** The invalidity or unenforceability of any of the provisions of these Terms, or the invalidity or unenforceability of the application thereof to any individual, entity, or

circumstance, shall not affect the application of such provisions to individuals, entities, or circumstances other than those as to which they are held invalid or unenforceable, and shall not affect the validity or enforceability of any other provisions of these Terms.

- 9. Entire Agreement.** These Terms (including any additional terms incorporated by reference herein) constitute the entire understanding between you and Cardholder regarding the subject matter of these Terms, and no other agreements, representations, or warranties other than those provided in these Terms will be binding unless in writing and signed by you and Cardholder.
- 10. Changes to These Terms.** You may not modify these Terms without Cardholder's prior consent. Cardholder may modify these Terms with notice at any time Cardholder deems to be reasonable in the circumstances and in accordance with the terms of any Service Provider agreement with Cardholder. If you do not accept any such modification, you must stop using the Services (including any Card). If you continue to use the Services, you will be deemed to have consented to the modifications of these Terms.
- 11. Assignment.** Cardholder may assign or transfer these Terms without your consent. You may not assign or transfer any part of these Terms without Cardholder's prior written consent.
- 12. Disclaimer of Warranties.** THE SERVICES ARE PROVIDED TO YOU AS IS AND AS AVAILABLE. THE CARD PARTIES DISCLAIM ALL EXPRESS, IMPLIED, OR STATUTORY WARRANTIES, AND YOU ACKNOWLEDGE THAT NO PERSONNEL OF THE CARD PARTIES ARE AUTHORIZED TO PROVIDE ANY SUCH WARRANTY.
- 13. Limitation of Liability.** THE CARD PARTIES ARE NOT LIABLE TO YOU FOR CONSEQUENTIAL, INDIRECT, SPECIAL, EXEMPLARY, OR PUNITIVE DAMAGES ARISING FROM OR RELATED TO THESE TERMS OR TO THE SERVICES OR CARDS. YOU ACKNOWLEDGE THAT THE CARD PARTIES PROVIDE SERVICES (INCLUDING CARDS) SOLELY TO AND FOR THE BENEFIT OF THE CARDHOLDER, AND THAT THE CARD PARTIES SHALL HAVE NO LIABILITY TO YOU WHATSOEVER IN CONNECTION WITH ANY BREACH, FAILURE OR OTHER PROBLEM OR ISSUE WITH RESPECT TO THE SERVICES. TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF THE CARD PARTIES TO YOU IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES EARNED BY CARDHOLDER IN CONNECTION WITH YOUR USE OF THE SERVICES DURING THE ONE (1) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY OR (B) \$10.
- 14. Customer Service.** If you have questions about the operation of the Services or the use of your Card, contact Cardholder or your Administrator using the contact information provided by Cardholder.