

Last Updated: [15 November]

## Terms of Use

Please review these Terms of Use (“Terms”) before using this site or accessing any data on it. If you do not agree to these Terms without limitation or exclusion, you should exit this site.

Welcome to the Karta advertising spend management and transaction facilitation platform, which is operated by Felix Store Inc, a Delaware corporation (“Karta,” “Company,” “we,” or “us”). By accessing or using our web site at <https://karta.io> and any of its subdomains (“Site”), you (“User” or “you”) signify that you have read, understand, and agree to be bound by these Terms, regardless of whether you are a registered member of the Service.

We refer to the services provided by or through the Site as the “Services”. These Terms set forth the legally binding terms and conditions which are applicable to your use of the Services and Site. Please be reminded that the Terms constitute an agreement between you and us and define the rights and responsibilities that you have with respect to the Services and Site. Therefore, we encourage you to carefully familiarize yourself with the Terms. By registering on the Site and/or by clicking “I accept” or a similar button and/or by installing, accessing or using the Site (including any software or application forming part of the Services) you confirm that you have read and understood the Terms and any other documents referred to herein, including our Privacy Policy, and that you agree to be bound by the Terms.

You represent and warrant that you have the right, authority and capacity to accept these Terms and to abide by them and that you have fully read and understood the Terms without any impairment in judgment resulting from (but not limited to) mental illness, intoxication, medication, or any other health or other problem that could impair judgment. By accepting these Terms, you authorize us to store payment credentials, and to send payment instructions to the issuing bank and take payment (one time or recurring) from a user’s credit/debit/bank account or from the amounts held by us.

In addition to these Terms, you may enter into other agreements with us or others that will govern your use of the Service or related services offered by us or others. If there is any contradiction between these Terms and another agreement that you enter into and that is applicable to specific aspects of the Service, the other agreement will be controlling.

### Definitions

“**Authorized User**” means an individual who is your employee or contractor that is authorized by you to have access to and use the Services via a Karta Account.

“**Bank Account**” means a bank or payment account held by the User with a financial institution in the United States.

**“Karta Account”** means a tool that is linked to a certain User via the registration process and specific information provided during the process of creating a Karta Account, and that allows users to sign in to the Site and use the Services available therein.

**“Reporting Period”** means a 30-day period during which you’ve used the Services.

### **Changes to these Terms**

We may make changes to these Terms from time to time. If we do this, we will post the changed Terms on the Site and will indicate at the top of this page the date the Terms were last revised. You understand and agree that your continued use of the Service after we have made any such changes constitutes your acceptance of the new Terms.

If you do not agree to the modified Terms, you must stop using the Services. You can cancel your account with us without further obligation, except for the amount of fees due for the balance of the Reporting Period in which you cancel your Karta Account.

## **OPERATION OF THE SERVICE**

### **Registration Data; Account Security**

In consideration of your use of the Service, you agree to (a) provide true, accurate, current and complete information about yourself (or, if applicable, the corporate member you represent) as prompted by the registration form (“Registration Data”) which may include name, address, date of birth, Employee Identification Number, Social Security Number and Beneficial Ownership information that will help us to identify you. We may also ask to see other identifying documents including any related business documents; (b) maintain the security of your password and identification; (c) maintain and promptly update the Registration Data, and any other information you provide to the Company, to keep it accurate, current and complete; (d) promptly notify the Company regarding any material changes to information or circumstances that could affect your eligibility to continue to use the Service or the terms on which you use the Service; and (e) be fully responsible for all use of your account and for any actions that take place using your account.

If you are registering a Karta Account for a legal entity, you represent and warrant that you have the authority to legally bind that entity and grant us all permissions and licenses provided in these Terms, including but not limited to the Power of Attorney for a person who can act on behalf of such a legal entity and the foundation documents.

You may not authorize any third party (other than, if applicable, the Authorized Users) to access or use our Services on your behalf. You agree to keep your access credentials (such as passwords, API keys or other information required to access the Service) secure and confidential. You must immediately notify Karta of any unauthorized use (or suspected unauthorized use) of your Karta Account access credentials. You are responsible for all activity on your Karta Account, and for all charges incurred by your Karta Account. The access credentials are the property of Karta and may be revoked if you share them with any third party (other than as allowed in the Terms), if they are compromised, or if you violate these Terms.

### **Virtual Cards**

Karta will facilitate the issuance of virtual cards through Evolve Bank & Trust and its nonbank affiliates and partners (“Cards”) that may be used by Users for commercial business purposes subject to these Terms. User will be able to track the balance of funds allocated to the Card through Karta Account. Neither the Karta Account nor a Card account will constitute a checking or savings account. User will not receive any interest on the funds in such account.

To be eligible to receive a Card you agree to comply with the Evolve Bank & Trust and its nonbank affiliates and partners terms of service and these Terms. The Evolve Bank & Trust and its nonbank affiliates and partners terms of service contain many important provisions concerning the use of Cards – only some of which are summarized in these Terms. Please review the Evolve Bank & Trust and its nonbank affiliates and partners terms of service (<https://www.getevolved.com/disclosures/>) carefully.

You are the owner of all funds accessible through Cards at all times and each Authorized User agrees that the Card will only be used as authorized by you. You acknowledge and agree that the value available in the Karta Account and any Card account is limited to the funds that have been allocated to Card account pursuant to these Terms and Evolve Bank & Trust and its nonbank affiliates and partners terms of service.

## **Services**

You expressly agree and consent that Services may only be used for payments to social media platforms (including, but not limited to Facebook and Instagram) to cover advertisement expenses of User or User’s customers.

Your Karta Account, Services, and Cards may only be used for your bona fide business expenses. Your Karta Account, Services, and Cards may not be (a) used for any purpose that is unlawful or prohibited by these Terms or Evolve Bank & Trust and its nonbank affiliates and partners terms of service; (b) used for any personal, family, or household use; (c) provided to or used for the benefit of an individual, organization, or country that is blocked or sanctioned by the United States, including those identified by the United States Office of Foreign Asset Control (OFAC); (d) used by unaffiliated third parties; or (e) used for any other activities not for your business benefit.

For avoidance of doubt you may not use the Services for the following businesses or business activities: (1) any illegal activity or goods, (2) buyers or membership clubs, including dues associated with such clubs, (3) credit counseling or credit repair agencies, (4) credit protection or identity theft protection services, (5) internet/mail order/telephone order pharmacies or pharmacy referral services (where fulfillment of medication is performed with an internet or telephone consultation, absent a physical visit, including re-importation of pharmaceuticals from foreign countries), (6) prepaid phone cards or phone services, (7) betting, including lottery tickets, sports related gambling, casino gaming chips, off-track betting, and wagers at races, (8) manual or automated cash disbursements, (9) prepaid cards, checks, insurance or other financial merchandise or services, (10) sales of money-orders or foreign currency, (11) high-risk products and services, including telemarketing sales, (12) automated fuel dispensers, (13) adult entertainment oriented products or services (in any medium, including internet, telephone, or printed material), (14) sales of (i) firearms, firearm parts or hardware, and ammunition; or (ii) weapons and other devices designed to cause physical injury (15) internet/mail order/telephone order of age restricted

products (e.g., tobacco), (16) occult materials, (17) hate or harmful products, (18) escort services, or (19) bankruptcy attorneys or collection agencies engaged in the collection of debt.

By approving or otherwise initiating a payment through the Services, you authorize us to provide instructions to initiate and complete such payment on your behalf.

By entitling an Authorized User to make payments through the Service, you represent and warrant to us that such user is authorized to instruct Karta to give instructions to make payments using the Services, as provided under these Terms, the Evolve Bank & Trust and its nonbank affiliates and partners terms of service, and any terms of the financial institution holding the Bank Account (if applicable), and any applicable laws, regulations or rules. You will be responsible for any and all payments requested or made by an Authorized User, whether or not authorized by you.

When we receive a payment instruction from you or any Authorized User, we will use commercially reasonable efforts to deliver the payment instructions, subject to these Terms. If you are a User without a Bank Account you authorize us to remit funds held by us on your behalf, all in accordance with the payment instructions provided by you or an Authorized User via the Site. You agree to be bound by any payment instructions that you or any Authorized User provides to us, to the fullest extent allowed by law.

### **Terms Applying to Users with Bank Accounts**

Certain online services (including access to online banking, online payments, online invoicing, digitization, storage of receipts, and other online services related to the use of the Site) are provided by financial institutions and other third party service providers and not by us.

To be eligible to use the Services, you must have an active Karta Account and a Bank Account. All payments made through the Site are processed through Evolve Bank & Trust and its nonbank affiliates and partners. Under our Terms, you agree to comply with the Evolve Bank & Trust and its nonbank affiliates and partners terms of service. The Evolve Bank & Trust and its nonbank affiliates and partners terms of service contain many important provisions concerning the use of their services—only some of which are summarized in these Terms. Please review the Evolve Bank & Trust and its nonbank affiliates and partners terms of service (<https://www.getevolved.com/disclosures/>) carefully.

You agree to hold harmless and release Company from any liability relating to your use of such online services. Your access to and conditions of use of such services may be limited in accordance with the terms of use published by such third party provider. You represent and warrant that you have the right to provide us with usernames, passwords, personal information and other access credentials which we may require to access any third party services or accounts in connection with the Services.

If you use the Cards, you agree that you do so at your own risk. Unless expressly stated to the contrary, Karta does not pre-qualify, review, or endorse Evolve Bank & Trust and its nonbank affiliates and partners and we provide no representation or warranty as to the background, reputation, character, qualifications, skills, insurance, work product, services, advice, recommendations or quality of the Evolve Bank & Trust and its nonbank affiliates and partners. If you use Cards, you acknowledge that you are doing so at your own risk and hereby agree to release

and hold Karta harmless from any Claims arising from your use of the Cards. Karta does not purport to provide you with any financial or accounting advice and you agree to release and hold Karta harmless for and from any Claims (as defined below) arising from your use of Services.

### **Terms Applying to Users without Bank Accounts**

If you don't have a Bank Account, in order to obtain Cards and to be eligible for Services, you will deposit your funds with us for us to hold in safekeeping until we'll receive payment instructions from you. You may, in your sole discretion, deposit additional funds with us subject to these Terms.

You authorize us to act as your agent for the purposes of holding, receiving, and disbursing funds on your behalf. Your authorization permits us to settle transactions through Services upon your request and deduct any applicable fees. Your authorizations will remain in full force and effect until the later of closure or termination of your Karta Account, or the disbursement of all funds held on your behalf. To the extent required by applicable laws, we will not use any funds held on your behalf for our corporate purposes, will not voluntarily make such funds available to our creditors in the event of bankruptcy or for any other purpose.

### **Fees**

You agree to pay the applicable fees disclosed to you when you create your Karta Account. All fees are charged at the end of the Reporting Period and are deducted from the transferred or collected funds. We reserve the right to change the fees upon reasonable advance notice. All fees, charges, and payments collected or paid through the Services are denominated in US dollars.

## **ELIGIBILITY, LICENSE AND REPRESENTATIONS**

### **Eligibility**

The Service is intended solely for Users who are 18 years of age or older, and any registration by, use of or access to the Service by any natural person under 18 is unauthorized, unlicensed and in violation of these Terms. By using the Service, you represent that you are 18 or older and that you agree to and will abide by these Terms. If you violate any of these Terms, or otherwise violate any agreement between you and us, the Company may terminate your membership, delete your profile and any content or information that you have posted on the Service or prohibit you from using or accessing the Service (or any portion, aspect or feature of the Service), at any time in its sole discretion, with or without notice, including if it believes that you are under 18.

### **Proprietary Rights in Content; Limited License**

All content on the Service, including, but not limited to, designs, text, graphics, pictures, video, information, software, music, sound and other files, and their selection and arrangement (the "Service Content"), are the property of the Company with all rights reserved. No Service Content may be modified, copied, distributed, framed, reproduced, republished, downloaded, displayed, posted, transmitted, or sold in any form or by any means, in whole or in part, without the Company's prior written permission, except as provided in the following sentence and except that

the foregoing does not apply to your own User Content (as defined below) that you legally post on the Service. Provided that you are eligible to use the Service, you are granted a limited license to access and use the Service and to download or print a copy of any portion of the Service Content solely for your use, provided that you keep all copyright or other proprietary notices intact. Except for your own User Content (as defined below), you may not republish Service Content on any Internet, Intranet or Extranet site or incorporate the information in any other database or compilation, and any other use of the Service Content is strictly prohibited and will result in the termination of the license granted under the Terms. Such unauthorized use may also violate applicable laws, such as copyright and trademark laws and applicable communications regulations and statutes. This license is revocable by us at any time without notice and with or without cause.

### **User Representations and Warranties**

You represent, warrant and agree that no materials of any kind submitted through your account or otherwise posted or shared by you through the Service will violate or infringe upon the rights of any third party, including copyright, trademark, privacy, publicity or other personal or proprietary rights; or contain libelous, defamatory, fraudulent or otherwise unlawful material. Additionally, you agree not to use automated scripts to collect information from the Service or for any other purpose. You further agree that you may not use the Service in any unlawful manner or in any other manner that could damage, disable, overburden or impair the Service.

### **Prohibited Activities**

The list below contains examples of behaviors that are prohibited:

- (1) Impersonating another person or entity;
- (2) Accessing or using the Services in an unlawful way or for any unlawful purpose;
- (3) Transmission of any data, materials, content or information which is libelous, defamatory, obscene, fraudulent, false or contrary to the ownership or intellectual property rights of any other person, or otherwise unlawful;
- (4) Transmission of viruses, malware, or other malicious code in the Site or any component of the Services;
- (5) Modification, reverse-engineering, or other manipulation of the Site or any component of the Services; and
- (6) Interfering with, or disrupting, the Site or any component of the Services.

In order to ensure the integrity of the Services, we reserve the right at any time in our sole discretion to block Users with certain unique device identifiers from accessing the Services.

### **User Content Posted on the Service**

We wish to remind you that you are solely responsible for the personal information, contact, and other information that you upload, publish, provide or display on the Site (“**User Content**”). Similarly, your use of, or reliance on, any material or content posted on the Site is at your own risk.

We may access, preserve, and release your User Content and other your information required to

do so by law or in a good faith belief that such action is reasonably necessary to: satisfy any applicable law, regulation, judicial process, or government request; enforce the Terms and investigate potential violations of the same; investigate and defend against any third party allegations; respond to claims that any User Content violates the rights of third parties; respond to your requests for customer service; prevent fraud; secure the integrity of the Site; repair any technical issues; or protect the rights, property, or personal safety of the Karta customers and employees, or the public as permitted or required by law.

## **CONSENT TO ELECTRONIC TRANSACTIONS AND DISCLOSURES**

### **Consent through the Use of the Service**

Because the Service operates only on the Internet, whether you choose to participate in the Service, it is necessary for you to consent to transact business with us online and electronically. As part of doing business with us and our lending partners, therefore, we also need you to consent to our giving you certain disclosures electronically, either via the Service or to the email address you provide to us. By agreeing to the Terms, you agree to receive electronically all documents, communications, notices, contracts, and agreements arising from or relating to your use of the Service (each a “Disclosure”), from us. The decision to do business with us electronically is yours. This document informs you of your rights concerning Disclosures.

### **Consent to Receive Electronic Communications**

Any Disclosures will be provided to you electronically through the Service or via electronic mail to the email address you provided. We may discontinue the electronic provision of Disclosures at any time in our sole discretion.

Your consent to receive Disclosures and transact business electronically, and our agreement to do so, applies to any transactions to which such Disclosures relate, whether between you and Karta or between you and our partners, including Evolve Bank & Trust and its nonbank affiliates and partners. Your consent will remain in effect for so long as you are a User and, if you are no longer a User, will continue until such time as all Disclosures relevant to transactions that occurred while you were a User have been made.

### **How to Contact Us regarding Disclosures**

You can contact us via email at [info@karta.io](mailto:info@karta.io) or by calling +1 (302) 248 5700 . You may also reach us in writing to us at the following address: Felix Store, Inc., 1007 N Orange St. 4th floor #506 Wilmington DE 19801, Attention: Customer Service.

### **Change in Your Contact Information**

You agree to keep us informed of any change in your email address so that you can continue to receive all Disclosures in a timely fashion. If your registered email address changes, you must notify us of the change by sending an email to [info@karta.io](mailto:info@karta.io) or calling +1 (302) 248 5700. You also agree to update your registered residence address and telephone number on the Service if they change.

## **INTELLECTUAL PROPERTY MATTERS**

## **Trademarks**

Karta and other Company graphics, logos, designs, page headers, button icons, scripts and service names are registered and common-law trademarks and trade dress of the Company in the U.S. and other countries. The Company's trademarks and trade dress may not be used, including as part of trademarks or as part of domain names, in connection with any product or service in any manner that is likely to cause confusion and may not be copied, imitated, or used, in whole or in part, without the prior written permission of the Company.

## **Copyright Complaints**

We will respond expeditiously to claims of copyright infringement using guidelines and procedures set forth in Section 512 of the Digital Millennium Copyright Act of 1998 ("DMCA"). If you see any material on the Site that in your good-faith belief may infringe someone's copyright, you may notify us by e-mailing us at [info@karta.io](mailto:info@karta.io) with "Copyright" in the subject line. In order for it to be effective, your notice, also known as a takedown notice, must include the following information:

- (1) The identity of the original copyrighted work that you claim is infringed or, if your notice covers multiple copyrighted works, you may provide a representative list of the copyrighted works that you claim have been infringed;
- (2) A sufficiently detailed description of the content on the Site that you claim infringes the copyrighted work;
- (3) Your contact information, including your full name, mailing address, telephone number, and email address, if available;
- (4) A statement that you believe in good faith that the use of the allegedly infringing content on the Service is not authorized by the copyright owner, its agent, or the law;
- (5) This statement: "I swear, under penalty of perjury, that the information in this notification and complaint is accurate and that I am the copyright owner, or am authorized to act on behalf of the copyright owner, of an exclusive right that is infringed"; and
- (6) A physical or electronic signature of the copyright holder or a person authorized to act on his or her behalf.

Moreover, if you believe your work was erroneously removed due to an incorrect claim of copyright ownership, you may provide us a written counter-notice. When we receive your counter-notice, we may, in our discretion, reinstate the material in question in not fewer than 10 nor more than 14 days after we receive the counter-notice, unless we first receive notice from the original complaining party who filed the infringement notice that it has filed a legal action to restrain the allegedly infringing activity. To provide a counter-notice to us, you may email us at [info@karta.io](mailto:info@karta.io). Please note that if you provide a counter-notice, in accordance with the terms of the DMCA, the counter-notice will be given to the original complaining party that filed the infringement notice. To be effective, a counter-notice must contain substantially all of the following information:



- (1) Identification of the material that has been removed or to which access has been disabled in the Service and the location at which the material appeared before it was removed or access to it was disabled;
- (2) Your name, address, telephone number, and, if available, email address;
- (3) Include both of the following statements in the body of the Notice:

“I hereby state under penalty of perjury that I have a good-faith belief that the material was removed or disabled as a result of mistake or misidentification of the material to be removed or disabled.”

“I hereby state that I consent to the jurisdiction of the Federal District Court for the judicial district in which my address is located or, if my address is outside of the United States, for any judicial district in which Felix Store, Inc may be found, and I will accept service of process from the complaining party who notified Felix Store, Inc of the alleged infringement or an agent of such person.”

- (4) Provide your full legal name and your electronic or physical signature.

## **MISCELLANEOUS TERMS**

### **Third-Party Sites, Content and Services**

The Service may contain links to third-party Web sites (“Third-Party Sites”) or third-party content (“Third-Party Content”) and may provide third-party services (“Third-Party Services”), including payment processors and other payment intermediaries that you may use in connection with your use of the Services. You use Third-Party Sites, Third-Party Content (together, the “Third Party Materials”) or Third-Party Services at your own risk.

Karta makes no claim or representation regarding Third-Party Materials and Third-Party Services, and provides them or links to them only as a convenience. Inclusion in the Services of Third-Party Materials does not imply Karta’ endorsement, adoption or sponsorship of, or affiliation with, such Third-Party Materials. Karta accepts no responsibility for reviewing changes or updates to, or the quality, content, policies, nature or reliability of Third-Party Materials, or Third-Party Sites linking to the Services. When you leave the Services, our terms and policies no longer govern, and when you use Third-Party Services their terms and policies apply. You should review applicable terms and policies, including privacy and data gathering practices, of any Third-Party Materials and Third-Party Services, and should make whatever investigation you feel necessary or appropriate before proceeding with any transaction with any third party.

The provider of Third-Party Materials and Third-Party Services is solely responsible for such Third-Party Materials and Third-Party Services, the content therein, any warranties to the extent that such warranties have not been disclaimed, any training, support or maintenance for the Third-Party Materials and Third-Party Services, and any claims that you or any other party may have relating to that Third-Party Materials and Third-Party Services or your use of them. You

acknowledge that you are purchasing the license to Third-Party Materials and Third-Party Services from the provider of those Third-Party Materials and Third-Party Services; Karta is acting as agent for the provider in providing such Third-Party Materials and Third-Party Services to you; Karta is not a party to the license between you and the provider with respect to such Third-Party Materials and Third-Party Services; and Karta is not responsible for such Third-Party Materials and Third-Party Services, the content therein, or any warranties or claims that you or any other party may have relating to such Third-Party Materials and Third-Party Services or your use of them.

## **Privacy**

Please review the Service's Privacy Policy [[https://karta.io/privacy\\_policy.pdf](https://karta.io/privacy_policy.pdf)]. By using the Service, you are consenting to the Privacy Policy and agree to have your personal data transferred to and processed in the United States. We may listen to and record phone calls between you and our representatives without notice to you as permitted by applicable law.

## **Disclaimers of Warranties**

Your access to and use of the Services is at your own risk. You understand and agree that the Services are provided to you on an "AS IS" and "AS AVAILABLE" basis. Without limiting the foregoing, OUR AFFILIATES AND WE DISCLAIM ANY WARRANTIES, EXPRESS OR IMPLIED, OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT. We make no warranty and disclaim all responsibility and liability for the completeness, accuracy, availability, timeliness, security or reliability of the Services or any content in the Site. We will not be responsible or liable for any harm to your computer system, loss of data, or other harm that results from your access to or use of the Services. Moreover, you agree that we do not have responsibility or liability for the deletion of, or the failure to store or to transmit, any material or content and other communications maintained on the Site. We make no warranty that the Services will meet your requirements or be available on an uninterrupted, secure, or error-free basis. No advice or information, whether oral or written, obtained from the Services or our representatives, will create any warranty not expressly made in these Terms.

The Service may be temporarily unavailable from time to time for maintenance or other reasons. The Company is not responsible for any problems or technical malfunction of any telephone network or lines, computer online systems, servers or providers, computer equipment, software, failure of email or players on account of technical problems or traffic congestion on the Internet or on the Service, including injury or damage to Users or to any other person's computer related to or resulting from participating or downloading materials in connection with the Service.

Under no circumstances will the Company be responsible for any loss or damage, including any loss or damage to any User Content, financial damages or lost profits, loss of business, or personal injury or death, resulting from anyone's use of the Service, any User Content or Third Party Content posted on or through the Service or transmitted to Users, or any interactions between Users of the Service, whether online or offline.

The Company reserves the right to change any content contained on the Site at any time without notice. Reference to any products, services, processes or other information, by trade name,

trademark, manufacturer, supplier or otherwise does not constitute or imply their endorsement, sponsorship or recommendation, or any affiliation with them, by the Company.

### **Limitation on Liability**

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, WE AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, EMPLOYEES, AGENTS, PARTNERS AND LICENSORS WILL NOT BE LIABLE FOR ANY DIRECT, INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES, INCLUDING LOSS OF PROFITS, LOSS OF DATA, LOSS OF USE, LOSS OF ANTICIPATED SAVINGS; ACCRUED BUT WASTED EXPENDITURE; COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, LOSS OF GOODWILL; OR OTHER INTANGIBLE LOSSES RESULTING FROM (i) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE SERVICES; (ii) ANY CONDUCT OR CONTENT OF ANY THIRD PARTY ON THE SITE, INCLUDING ANY DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF OTHER USERS OR THIRD PARTIES; (iii) ANY CONTENT OBTAINED FROM THE SERVICES; AND (iv) UNAUTHORIZED ACCESS, USE OR ALTERATION OF ANY MATERIAL OR CONTENT, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE) OR ANY OTHER LEGAL THEORY, WHETHER OR NOT WE HAVE BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE.

IN SOME JURISDICTIONS THE APPLICABLE LAW MAY NOT ALLOW THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION OR EXCLUSION MAY NOT APPLY TO YOU. IN SUCH CASES, OUR LIABILITY WILL BE LIMITED TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW. IN ALL CASES OUR MAXIMUM LIABILITY IS LIMITED TO ANY FEES PAID BY YOU TO US.

### **Governing Law**

By visiting or using the Service, you agree that the laws of the State of New York, without regard to any principles of conflict of laws that would require or permit the application of the laws of any other jurisdiction, will govern these Terms.

### **Indemnity**

You agree to indemnify and hold us harmless from any claim or demand, including attorney's fees, made by any third party due to or arising out of your breach of these Terms, or your violation of any law or the rights of a third party. Nothing in these Terms shall be deemed to exclude or limit your liability in respect of any indemnity given by you under these Terms.

### **Dispute Resolution**

BY USING THE SERVICE, YOU ACKNOWLEDGE THAT YOU HAVE READ THIS PROVISION CAREFULLY AND UNDERSTAND THAT IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US.

(a) In this Arbitration Section:

- (i) **“You”** and **“your”** mean the individual or legal entity entering into these Terms, as well as any person claiming through such individual;
  - (ii) **“We”** and **“us”** means Felix Store Inc, its affiliates, and each of their respective parents, subsidiaries, affiliates, predecessors, successors, and assigns, as well as the officers, directors, and employees of each of them;
  - (iii) **“Claim”** means any dispute, claim, or controversy (whether based on contract, tort, intentional tort, constitution, statute, ordinance, common law, or equity, whether pre-existing, present, or future, and whether seeking monetary, injunctive, declaratory, or any other relief) arising from or relating to these Terms or the relationship between us and you (including claims arising prior to or after the date of the Terms, and claims that are currently the subject of purported class action litigation in which you are not a User of a certified class), and includes claims that are brought as counterclaims, crossclaims, third party claims or otherwise, as well as disputes about the validity or enforceability of these Terms or the validity or enforceability of this Arbitration Section.
- (b) Any Claim will be resolved by binding arbitration administered by the American Arbitration Association or JAMS, under the applicable arbitration rules of the administrator in effect at the time a Claim is filed (**“Rules”**). Any arbitration under these Terms will take place on an individual basis; class arbitrations and class actions are not permitted. You can obtain the Rules and other information about initiating arbitration by contacting the American Arbitration Association at 1633 Broadway, 10th Floor, New York, NY 10019, [www.adr.org](http://www.adr.org).
- (c) Claims will be arbitrated by a single, neutral arbitrator, who will be a retired judge or a lawyer with at least ten years’ experience.
- (d) Any in-person arbitration hearing will be held in the city with the federal district court closest to your residence, or in such other location as you and we may mutually agree. The arbitrator will apply applicable substantive law consistent with the Federal Arbitration Act, 9 U.S.C. §§ 1-16, and, if requested by either party, provide written reasoned findings of fact and conclusions of law. The arbitrator will have the power to award any relief authorized under applicable law. Any appropriate court may enter judgment upon the arbitrator’s award. The arbitrator’s decision will be final and binding except that: (1) any party may exercise any appeal right under the FAA; and (2) any party may appeal any award relating to a claim for more than \$100,000 to a three-arbitrator panel appointed by the administrator, which will reconsider de novo any aspect of the appealed award. The panel’s decision will be final and binding, except for any appeal right under the FAA.
- (e) YOU AND WE AGREE THAT EACH MAY BRING CLAIMS AGAINST THE OTHER ONLY IN OUR INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS USER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING. Further, unless both you and we agree otherwise in writing, the arbitrator may not consolidate more than one person’s claims. The arbitrator will have no power to arbitrate any Claims on a class action basis or Claims brought in a purported representative capacity on behalf of the general public, other borrowers, or other persons similarly situated. The validity and effect of this paragraph (e) will be determined exclusively by a court, and not by the administrator or any arbitrator.

- (f) If any portion of this Arbitration Section is deemed invalid or unenforceable for any reason, it will not invalidate the remaining portions of this section. The terms of this Arbitration Section will prevail if there is any conflict between the Rules and this section.
- (g) YOU AND WE AGREE THAT, BY ENTERING INTO THESE TERMS, THE PARTIES ARE EACH WAIVING THE RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE IN A CLASS ACTION. YOU AND WE ACKNOWLEDGE THAT ARBITRATION WILL LIMIT OUR LEGAL RIGHTS, INCLUDING THE RIGHT TO PARTICIPATE IN A CLASS ACTION, THE RIGHT TO A JURY TRIAL, THE RIGHT TO CONDUCT FULL DISCOVERY, AND THE RIGHT TO APPEAL (EXCEPT AS PERMITTED IN PARAGRAPH (d) OR UNDER THE FEDERAL ARBITRATION ACT).
- (h) You and we acknowledge and agree that the arbitration agreement set forth in this Arbitration Section is made pursuant to a transaction involving interstate commerce, and thus the Federal Arbitration Act will govern the interpretation and enforcement of this Arbitration Section. This Arbitration Section will survive the termination of these Terms.
- (i) In the event that a dispute does not proceed to arbitration, these Terms and all other aspects of your use of the Services will be governed by and construed in accordance with the laws of the United States and, to the extent applicable, to the laws of the State of New York, without regard to its conflict-of-laws principles. You agree that you will notify us in writing of any claim or dispute concerning or relating to the Services and the information or services provided through it, and give us a reasonable period of time to address it before bringing any legal action, either individually, as a class User or representative, or as a private attorney general, against us.

### **Waiver**

The failure of the Company to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision in that or any other instance. If any provision of these Terms is held invalid, the remainder of these Terms will continue in full force and effect. If any provision of these Terms will be deemed unlawful, void or for any reason unenforceable, then that provision will be deemed severable from these Terms and will not affect the validity and enforceability of any remaining provisions.

### **Termination of the Services**

You may terminate the Services at any time by indicating that you wish to terminate by contacting us at the e-mail address: [info@karta.io](mailto:info@karta.io) or customer service telephone number +1 (302) 248-5700. We will treat a valid termination request from you through the Site as effective on the following business day. We also may, but are not required to, honor any termination request that you provide through other means. If we do so, then we may treat the termination request as effective up to 10 business days after receipt. When your termination request is effective, we will cancel any requests for pending payments, but we are not required to stop any payments that are already in progress. You will remain responsible for any amounts you owe us under this Agreement. We may terminate your access to the Services and/or this Agreement at any time and for any reason without notice unless required otherwise by law.

### **Contact**

The Services are provided, and the Site is operated and provided by Felix Store, Inc. If you have any questions about these Terms, please contact us at [info@karta.io](mailto:info@karta.io) .