

Terms of Use

Last Updated: Jan 15, 2026

Crew Finance, Inc. Terms of Use

PLEASE READ THESE TERMS CAREFULLY, AS THEY CONTAIN AN ARBITRATION AGREEMENT AND OTHER IMPORTANT INFORMATION REGARDING YOUR LEGAL RIGHTS, REMEDIES, AND OBLIGATIONS. THE ARBITRATION AGREEMENT LIMITS CREW FINANCE, INC.'S LIABILITY TO YOU AND REQUIRES INDIVIDUAL ARBITRATION FOR LEGAL DISPUTES BETWEEN YOU AND CREW FINANCE, INC.

Crew Finance, Inc. ("Crew") is a digital financial services platform that provides a set of technological solutions to enable you to reach your financial goals as well as to help your children reach theirs. Your use of the Crew website, trycrew.com (the "Website"), the Crew application for a mobile phone or any other device (the "App" and together with the Website, the "Platform"), and the Services (defined below) are subject to your compliance with these terms and conditions of service (the "Terms"). Please carefully read these Terms, including the Crew Privacy Policy available at trycrew.com/privacy before you use the Services or access the Website or App.

We may update or amend these Terms from time to time without notice to you by posting a revised version of the Terms in the footer of our Website. Any changes will be effective prospectively as of the date noted when the updated Terms are posted. It is your responsibility to periodically review these Terms in case of any such updates or amendments. Your continued use of the Services will constitute an agreement to any revised or updated Terms. If you do not agree to any updates or amendments, you must cease using the Services.

1. Acceptance and Services Overview

These Terms constitute a legally binding agreement between Crew, its subsidiaries, affiliates, agents, service providers, and assigns ("us," "we," "our") and you ("you," "your"). The Terms govern your use of services, products, features, functions, technologies, or content offered on the Platform, and all related sites and applications, regardless of how accessed, including by computer, mobile phone, tablet or any other device (collectively, the "Services"). Crew bank accounts and debit cards are issued by our banking partner ("Bank"). Debit card services are provided pursuant to a license by a payment card network ("Network"). By agreeing to these Terms, you also agree to their terms and privacy policies.

In order to use our Services, upon approval for an account, Crew will facilitate the establishment of a checking account ("Crew Checking Account") and savings account ("Crew Savings Account") at the Bank (Debit Card, Crew Checking Account, and Crew Savings Account collectively, "Crew Account"). As the primary Crew Account holder ("Account Holder"), you can use our Services only if you can legally enter into and form contracts under applicable law. However, you may designate your spouse or domestic partner as an authorized user ("Authorized User") and each of your children as a limited authorized user ("Child Authorized User") of your Crew Account and our Services as described in Section 6. The use of the Services by any Authorized User or Child Authorized User shall be governed by these Terms.

By signing up for Crew, using the Crew app or visiting Crew's Website, you understand and agree to comply with these Terms, and all applicable local, state, national and international laws and regulations, and are responsible for ensuring any Authorized User or Child Authorized User does the same. You may not use the Services if you do not agree to and accept the Terms.

2. Services with Additional Terms

Some of our Services may be subject to our additional terms, conditions, agreements, policies, guidelines, rules and schedules, which will be posted or made available separately from these Terms when the Service is offered ("Additional Terms"), including our Privacy Policy, located at trycrew.com/privacy and the AAA Rules (described in Section 28.6). Such Additional Terms are incorporated into and form a part of these Terms. If there is a conflict between these Terms and the Additional Terms, the Additional Terms will control.

For purposes of these Terms, our business days are Monday through Friday. Holidays are not included.

3. Changes to These Terms and Modifications to Services

We may change these Terms from time to time. For example, we might change these Terms if there are changes to our Services, our technology, applicable laws, or for other reasons. If we do that, we will give you notice by posting the updated Terms on the Website. Any changes will become effective immediately after they are posted and will apply to your use of our Services after the changes become effective, except that changes addressing modifications to our Services or new functions or changes made for legal reasons may be effective immediately, with or without notice to you. Your continued use of our Services after these Terms have changed means that you accept those changes. If you do not agree to any changes, you cannot continue using our Services. We may discontinue, temporarily or permanently, our Services or any part of our Services, or otherwise change our Services with or without notice. You agree that we will not be liable to you or to any third party for any modification, suspension, or discontinuance of our Services.

4. Accessing and Using Certain Services

In the future, our Services may include access to and maintenance of certain consumer financial products and accounts offered by Bank. You understand that Bank has sole discretion to approve or deny your application for such products or accounts, or discontinue such products or accounts, for any reason, subject to applicable law. We or Bank may limit or deny your access to any other aspect of our Services for any reason, subject to applicable law.

5. Account Security

We may ask you to create or apply for an online account to use certain parts of the Site, App or our Services ("User Account"). When you create a User Account, you will be required to provide an email address and phone number. Registration data and certain other information about you are governed by our Privacy Policy. You are responsible for the use of the Services under your User Account, for maintaining the confidentiality of your User Account and access credentials and for restricting access to your email account, your phone, your computer, and any other devices you use to access your User Account, and you agree to accept responsibility for all activities that occur under your User Account or access credentials. You may not assign or otherwise transfer your User Account to any other person. You acknowledge that we are not responsible for third party access to your User Account, including access by an Authorized User and access that results from

theft or misappropriation of your User Account or access credentials. We reserve the right, in our sole discretion, to refuse or cancel Services, or terminate User Accounts. You agree to (a) provide us with complete, accurate and up-to-date information for your User Account and you agree to update such information and keep it accurate, complete and up-to-date; if you don't, we might have to suspend or terminate your User Account, (b) immediately notify us of any unauthorized use of your access credentials or User Account or any other breach of security and (c) ensure that you secure your device at the end of each session when accessing our Services. We will not be liable for any loss or damage arising from your failure to comply with this Section 5.

6. Authorized Users and Child Authorized Users

You may be permitted to add an Authorized User or one or more Child Authorized Users (collectively, "Family Users") to your Crew Account in order to use our Services. Any Child Authorized User who uses our Services must do so only as authorized by their parent or legal guardian, who must themselves be of majority age. You acknowledge that these Terms will apply to you and each Family User, and you expressly accept these Terms on behalf of yourself and each Family User. You further agree to and accept full responsibility for each Family User's use our Services, including (a) any transactions made by a Family User on your Crew Account; (b) any transaction made by a Family User even if the post date shown on your statement for that transaction occurs after the date you ask us to remove a Family User from your Crew Account; (c) any transaction made by others if a Family User allows them to use your Crew Account; (d) fees and charges resulting from any transaction made by a Family User or others if a Family User allows them to use your Crew Account; and (e) any other financial charges and legal liability that a Family User may incur in connection with their use of your Crew Account. You agree to allow us to discuss your Crew Account with an Authorized User, which includes giving him or her access to your transaction history and Crew Account information. You also agree that an Authorized User may use and receive information about the Crew Account the same way you do. By adding a Family User, you represent that you have permission from each one to allow us to share information about him or her as allowed by applicable law. This includes information we may get from you, any Family User, and information about their transactions and use of our Services.

6.1. Authorized User

The Authorized User has all of the same powers as the Account Holder, except that the Authorized User cannot remove the Account Holder from the Crew Account.

6.2. Child Authorized User

Either the Account Holder or the Authorized User may add a Child Authorized User to the Crew Account. To establish a Child Authorized User's account, the Account Holder or Authorized User will need to provide their child's name and date of birth in order for Crew to be able to send them a Debit Card at the Account Holder's address.

7. Electronic W-9 Certifications

By accepting these Terms, you certify under penalty of perjury that:

- The Taxpayer Identification Number or Social Security Number that you may provide is correct;
- You are not subject to backup withholding because: (a) you are exempt from backup withholding, or (b) you have not been notified by the Internal Revenue Service (IRS) that you are subject to backup withholding as a result of a failure to report all interest or

dividends, or the IRS has notified you that you are no longer subject to backup withholding;
and

- You are a U.S. citizen or other person

The Internal Revenue Service does not require your consent to any provision of this clause other than the certifications required to avoid backup withholding.

8. Telephone Communications, Consent to Automated Messages, and Agreement to Update Contact Information

You agree to be contacted by us, our agents, representatives, affiliates, or anyone calling on our behalf for any purpose, at any telephone number or physical or electronic address you provide or at which you may be reached. You represent that the telephone numbers that you have provided to us are your contact numbers. You represent that you are permitted to receive calls at each of the telephone numbers you have provided to us. You agree to promptly alert us whenever you stop using a particular telephone number, including a mobile telephone number.

You agree to receive Short Message Service (SMS) communications (including text messages), calls, and messages (including pre-recorded, artificial voice, and autodialed or automatically texted) from us, our agents, representatives, affiliates, or anyone calling or texting on our behalf at the specific numbers you have provided to us, or numbers we can reasonably associate with you or a Family User (through skip trace, caller ID capture, or other means), with information or questions relating to you or our Services. Automated messages may be played when the telephone is answered, whether by you or someone else. In the event that an agent or representative calls, he or she may also leave a message on your answering machine or voicemail or send a message by text. Calls may be recorded.

You understand that such SMS communications may be placed using an automatic telephone dialing system or may include automated SMS messages. Your consent is required to allow Crew to contact you and to use our Services. As always, you agree that you are responsible for any message, data rates or fees that your telephone service provider charges in relation to SMS messages sent and received by you or a Family User. If you have any questions regarding those rates, please contact your wireless carrier.

You also agree to receive alerts about your activity, balances, payments, suspicious activities, and other matters involving your use of the Platform or our Services through push notifications to your smartphone or other device. Receipt of push notifications may be delayed or prevented by factors beyond our control, including those affecting your internet/phone provider. We are not liable for losses or damages arising from non-delivery, delayed delivery, or the erroneous delivery of any push notification; inaccurate push notification content; or your use or reliance on the content of any push notification for any purposes. Each push notification may not be encrypted, and may include your name and information pertaining to your User Account, your Crew Account or use of the Platform. We may terminate your use of push notifications at any time without notice. You may choose to discontinue receiving push notifications by updating your preferences App on your device. You acknowledge and agree that standard call, message, and data rates charged by your carrier apply to all communications by or with us.

If you change or deactivate your mobile number, e-mail address, mailing address, or any other contact information you have provided, you agree to promptly update your contact information.

To unsubscribe from text messages at any time, reply STOP to any text message you receive from us. If you unsubscribe, we may restrict or terminate your access to our Services. You consent that

following such a request to unsubscribe, you may receive one final text message from us confirming your request and/or providing an alternative to access our Services.

9. Mobile Services

We may offer our Services via a mobile device, including the ability to access certain features through the App (collectively, the "Mobile Services"). To the extent you access our Services or send or receive any communications with us through a mobile device, your wireless service carrier's standard charges, data rates, and other fees may apply. In addition, downloading, installing, or using certain Mobile Services may be prohibited or restricted by your carrier, and not all Mobile Services may work with all carriers or devices. By using our Mobile Services, you agree that we may communicate with you by SMS, MMS, text message, or other electronic means to your mobile device and, as a result, that certain information about your usage of our Mobile Services may be communicated to us.

10. Rights and Terms for App

10.1. Rights In App Granted by Crew

Subject to your compliance with these Terms, Crew grants to you a limited non-exclusive, non-transferable license, with no right to sublicense, to download and install a copy of the App on a mobile device or computer that you own or control and to run such copy of the App solely for your own personal non-commercial purposes. You may not copy the App, except for making a reasonable number of copies for backup or archival purposes. Except as expressly permitted in these Terms, you may not: (i) copy, modify or create derivative works based on the App; (ii) distribute, transfer, sublicense, lease, lend or rent the App to any third party; (iii) reverse engineer, decompile or disassemble the App; or (iv) make the functionality of the App available to users outside your family through any means. Crew reserves all rights in and to the App not expressly granted to you under these Terms.

10.2. Accessing App from App Store

The App and other Software (defined in Section 16.1) may be made available through the Apple, Inc. ("Apple") App Store, Android Marketplace or other distribution channels ("Distribution Channels"). If you obtain such Software through a Distribution Channel, you may be subject to additional terms of the Distribution Channel. These Terms are between you and us only, and not with the Distribution Channel. To the extent that you use any other third-party products and services in connection with your use of our Services, you agree to comply with all applicable terms of any agreement for such third-party products and services.

If the Software is made available for your use in connection with an Apple-branded product (such as Software, "Apple-Enabled Software"), in addition to the other terms and conditions set forth in these Terms, the following terms and conditions apply:

- Both you and Crew acknowledge that these Terms are between you and Crew only, and not with Apple, and that as between Crew and Apple, Crew, not Apple, is solely responsible for the Apple-Enabled Software and its content.

- You may not use the Apple-Enabled Software in any manner that is in violation of, inconsistent, or otherwise in conflict with our Services and Content Usage Rules (“Usage Rules”) set forth for Apple-Enabled Software in the Apple Media Services Terms and Conditions.
- Any license we may give you to use the Apple-Enabled Software is limited to a non-transferable license to use the Apple-Enabled Software on an iOS product that you own or control, as permitted by the Usage Rules set forth in the Apple Media Services Terms and Conditions.
- Apple has no obligation whatsoever to provide any maintenance or support services with respect to the Apple-Enabled Software.
- Apple is not responsible for any product warranties, whether express or implied by law. In the event of any failure of the Apple-Enabled Software to conform to any applicable warranty, Apple will have no warranty obligation whatsoever with respect to the Apple-Enabled Software, or any other claims, losses, liabilities, damages, costs, or expenses attributable to any failure to conform to any warranty, which will be Crew’s sole responsibility, to the extent it cannot be disclaimed under applicable law.
- Both you and Crew acknowledge that Crew, not Apple, is responsible for addressing any claims of you or any third party relating to the Apple-Enabled Software or your possession and/or use of that Apple-Enabled Software, including: (a) product liability claims; (b) any claim that the Apple-Enabled Software fails to conform to any applicable legal or regulatory requirement; and (c) claims arising under consumer protection or similar legislation.
- In the event of any third-party claim that the Apple-Enabled Software or the end-user’s possession and use of that Apple-Enabled Software infringes that third party’s intellectual property rights, as between Crew and Apple, Crew, not Apple, will be solely responsible for the investigation, defense, settlement, and discharge of any such intellectual property infringement claim.
- You represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a “terrorist supporting” country; and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties.
- If you have any questions, complaints or claims with respect to the Apple-Enabled Software, they should be directed to Crew at support@trycrew.com.
- Both you and Crew acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of these Terms with respect to the Apple-Enabled Software, and that, upon your acceptance of these Terms, Apple will have the right (and will be deemed to have accepted the right) to enforce these Terms against you with respect to the Apple-Enabled Software as a third-party beneficiary.

11. Electronic Fund Transfer Disclosure Statement

The following disclosures are made in accordance with the federal law regarding electronic payments, deposits, transfers of funds and other electronic transfers to and from your Crew Account. There may be limitations on account activity that restrict your ability to make electronic fund transfers. Any such limits are disclosed in the appropriate agreements governing your account.

11.1. Definitions

- a) Electronic Fund Transfer: Any transfer of funds, other than a transaction originated by check, draft or similar paper instrument, that is initiated through an electronic device or computer to instruct us to debit or credit an account. Electronic Fund Transfers include such electronic transactions as direct deposits or withdrawals of funds, transfers initiated via telephone, website or mobile application.
- b) Preauthorized Electronic Fund Transfer: An Electronic Fund Transfer that you have authorized in advance to recur at substantially regular intervals; for example, direct deposits into or withdrawal of funds out of your account.

11.2. Your Liability

- a) Authorized Transfers: You are liable for all Electronic Fund Transfers that you or a Family User authorizes, whether directly or indirectly.
- b) Unauthorized Transfers: Tell us at once if you believe your account or PIN or Access Information (as defined below) is lost or stolen or has been or may be subject to unauthorized Electronic Fund Transfers. Message us immediately at support@trycrew.com to keep your possible losses to a minimum. If you don't notify us about unauthorized transfers in a timely manner you could lose all the money in your Crew Account. If you tell us within two (2) business days after learning of the loss or theft of your User Account access device, or after learning of any other unauthorized transfers from your Crew Account involving your User Account access device, you can lose no more than \$50 if Electronic Fund Transfers are made without your permission. For these transactions, if you DO NOT tell us within two (2) business days after learning of the loss, theft or unauthorized use, and we can establish that we could have prevented the unauthorized transfer(s) if you had told us in time, you could lose as much as \$500. Also, if your periodic Crew Account statement shows unauthorized transfers and you DO NOT tell us within sixty (60) days after the statement was delivered to you, you may not get back any money you lose after the sixty (60) day period if we can prove that we could have prevented the unauthorized transfer(s) if you had told us in time. If an extenuating circumstance (such as extended travel or hospitalization) prevents you from promptly notifying us of a suspected lost or stolen User Account access device or of any other suspected unauthorized transfer(s), the time periods specified in this Section 11.2 may be extended for a reasonable period.

12. Prohibited Activities

Below are examples of behavior that is illegal or prohibited. We reserve the right to investigate and take appropriate legal action against anyone who, in our sole discretion, violates this section, including suspending or terminating Crew Accounts of such violators, and reporting such violators to law enforcement authorities. You agree to not use our Services to:

- Upload any content that contains software viruses or any other computer code, files, or programs designed to interrupt, destroy, or limit the functionality of any computer software or hardware or telecommunications equipment; or poses or creates a privacy or security risk to any person;
- Interfere with or disrupt our Services, servers, or networks connected to our Services, or disobey any requirements, procedures, policies, or regulations of networks connected to our Services;

- Violate any applicable laws, including local, state, national, or international laws, or any regulations or requirements having the force of law;
- Impersonate any person or entity, or falsely state or otherwise misrepresent your affiliation with a person or entity; and
- Obtain, or otherwise attempt to access or obtain, any materials or information through any means not intentionally made available or provided for through our Services.

13. Territorial Restrictions

Software available in connection with our Services and the transmission of applicable data, if any, is subject to United States export controls. No Software may be downloaded from our Services or otherwise exported or re-exported in violation of U.S. export laws. Downloading or using our Services is at your sole risk. Recognizing the global nature of the Internet, you agree to comply with all domestic and foreign laws regarding your use of our Services, including as it concerns online conduct.

14. No Commercial Use

All Services we offer are intended solely for your personal use. Unless otherwise expressly authorized in these Terms or in our Services, you agree not to use, display, distribute, license, perform, publish, reproduce, duplicate, copy, create derivative works from, modify, sell, resell, exploit, transfer, or upload for any commercial purposes our Services or any part of our Services, including use of or access to our Services, or those of third parties.

15. Illegal Transactions and Internet Gambling

You must not use our Services, including the Mobile Services, and your Crew Account, for any illegal purpose or internet gambling. You must not use your Crew Account to fund any account that is set up to facilitate internet gambling. We, Bank or any service provider may deny transactions or authorizations from merchants that are apparently engaged in or are identified as engaged in the internet gambling business.

16. Intellectual Property Rights

You acknowledge and agree that our Services may contain content or features ("Services Content") that are protected by copyright, patent, trademark, trade secret, or other proprietary rights and laws. Except as expressly authorized by us, you agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on our Services or the Services Content, in whole or in part. In connection with your use of our Services you will not engage in or use any data mining, robots, scraping, or similar data gathering or extraction methods. If you are blocked by us from accessing our Services (including by blocking your IP address), you agree not to implement any measures to circumvent such blocking (for example, by masking your IP address or using a proxy IP address). Any use of our Services or the Services Content other than as specifically authorized in these Terms is strictly prohibited. The technology and software underlying our Services or distributed in connection with our Services are the property of Crew, our affiliates, and our partners (the "Software"). You agree not to copy, modify, create a derivative work of, reverse engineer, reverse assemble or otherwise attempt to discover any source code, sell, assign, sublicense, or otherwise transfer any right in the Software. Any rights not expressly granted in these Terms are reserved by us. The Crew name and logos are our trademarks and service marks (collectively, the "Crew Trademarks"). Other product and service names and logos used and displayed via our Services may be trademarks or service marks of their

respective owners who may or may not endorse or be affiliated with or connected to us. Nothing in these Terms, any Additional Terms or our Services should be construed as granting, by implication, estoppel, or otherwise, any license or right to use any of the Crew Trademarks displayed on our Services, without our prior written permission in each instance. All goodwill generated from the use of Crew Trademarks will inure to our exclusive benefit.

17. Account Funds

If a Crew user sends money to you using the Crew Platform, that money may be held in subaccounts or pooled accounts at Bank, until you move it to your bank account or otherwise spend it.

18. Money Management Tools

We may offer optional money management tools as part of our Services, which may be provided by us or our banking partners. These tools are for planning and budgeting purposes and do not automatically make payments, transfer funds, or guarantee availability of funds without your specific instruction. When you use these tools to initiate or schedule payments or transfers, you authorize us to execute those transactions as instructed, but you remain solely responsible for managing your account, ensuring sufficient funds are available, and making all required payments on time. The disclaimers and limitations in Sections 24 and 25 apply to all money management tools.

19. Person to Person (P2P) Payments

In the future, our Services may include person-to-person payments. When added to our Services, you will be able to send money to or request money from another Crew user for personal, non-commercial purposes, through your Crew Account (each a "P2P Transfer") via the App. All P2P Transfers will be processed by our Bank and will be subject to these Terms as well as the terms of any other agreement you or the recipient of funds has with us and/or Bank.

20. Fees

Any Crew membership fee, as applicable, will be assessed against your checking account upon approval. Other fees will also be assessed against your Crew Checking Account. You will promptly update your Crew Account information with any changes (for example, a change in your billing address) that may occur. You agree to pay to us the amount that is specified in accordance with these Terms. If you dispute any charges, you must let us know within sixty (60) days after the date that we charge you. Our current fee schedule is posted in the [Checking Account Disclosures](#) and [Savings Account Disclosures](#). We reserve the right to change our prices. If we do change prices, we will provide notice of the change on the Website or in email to you, at our option, at least thirty (30) days before the change is to take effect. Your continued use of the service after the price change becomes effective constitutes your agreement to pay the changed amount. You are responsible for all taxes associated with the services other than U.S. taxes based on our net income. We may, at our discretion, impose limits on the amount and/or the number of payments you can send and receive.

21. Customer Referral Program

20.1 The Customer Referral Program

When an Account Holder refers someone to Crew ("Referred Party"), both the Account Holder and the Referred Party may be eligible to each receive an amount equal to a 0.5% Annual Percentage Yield (APY) increase for three (3) months on their respective Crew Savings accounts, up to \$250,000 in deposits ("Referral Bonus"). Those Account Holders who choose to participate in the Customer Referral Program agree to the terms set out in this Section 20. The Customer Referral Program is offered in our sole discretion.

20.2. Eligibility

All Account Holders are eligible to participate in the Customer Referral Program.

20.3 Continued Participation in the Customer Referral Program

In order to remain eligible to participate in the Customer Referral Program, the Account Holder must continuously maintain their Crew Account in good standing.

20.3 Qualified Referral Account

A "Qualified Referral Account" is defined as a Crew Account opened by a Referred Party using the referring Account Holder's unique Crew assigned code ("Referral Code"). Referral Codes are available in the "Bonuses" section of the App.

20.4 Referred Party

The Referred Party and the referring Account Holder cannot be the same person (e.g., a person using a different email address).

20.5 Referral Benefit

In order for the Account Holder and the Referred Party to earn the Referral, the Referred Party must open a Qualified Referral Account and make at least one deposit within 30 days of opening the Qualified Referral Account.

Referral Bonuses are awarded sequentially, not cumulatively. In other words, should an Account Holder have two Qualified Referral Accounts opened within three (3) months of each other, the total time period applicable to the Referral Bonus for such Qualified Referral Accounts would be extended from three (3) months to six (6) months (i.e., not an increase of the Referral Bonus from 0.5% APY to 1% APY for three (3) months).

Account Holders may continue to accumulate Referral Bonuses from multiple Qualified Account Referrals; however, the maximum number of active Qualified Account Referrals eligible to receive the Referral Bonus is four (4) Qualified Account Referrals ("Active Referral Bonus Limit"). Once the Active Referral Bonus Limit is reached, any additional Qualified Account Referral will not result in a bonus to the Account Holder. Should the number of active Qualified Account Referrals drop below the Active Referral Bonus Limit, any new Qualified Account Referrals will earn the Account Holder the Referral Bonus until such time as the Active Referral Bonus Limit is reached.

20.6 No Spam

You must comply with all up-to-date "SPAM" laws. For example, emails must be created and distributed in a personal manner and bulk email distribution is strongly discouraged. Any distribution of your Referral Code that could constitute unsolicited commercial email or "spam" under any applicable law or regulation is expressly prohibited and will be grounds for immediate termination of your Crew Account and exclusion from the Customer Referral Program.

20.7 Right to Cancel the Customer Referral Program or Change its Terms

Crew reserves the right to cancel the Customer Referral Program or to change the terms set out in this Section 20 at any time in its sole discretion. Upon cancellation of the Customer Referral Program: (1) accounts opened by a Referred Party using a Referral Code will no longer be a Qualified Referral Account warranting a corresponding Referral Bonus, and (2) any accrued, but unpaid Referral Bonus, will be forfeited.

20.8. Crew Account Suspension or Closure

We reserve the right to suspend your ability to earn a Referral Bonus or to terminate your participation in the Customer Referral Program in the event that: (i) you violate any agreement you have with us, including without limitation, these Terms or the Cardholder Agreement, (ii) you act in a manner inconsistent with applicable laws, (iii) you engage in any misuse, misconduct or wrongdoing in connection with your Crew Account or the Customer Referral Program, (iv) you engage in any fraudulent or inappropriate use of your Crew Account that is outside the typical usage of Crew accounts, or (v) you fail to make a payment owed by you to us in full on or before its due date (items (i) through (v) collectively, the "Prohibited Actions").

In the event of any Prohibited Actions, any accrued, but unpaid, Referral Bonus may be forfeited, or we may suspend your ability to earn Rewards Bonuses, or we may terminate your participation in the Customer Referral Program, each in our sole discretion. Any Rewards Bonus accrued in violation of these Terms or pursuant to or in connection with any Prohibited Actions may be revoked by us in our sole discretion.

Should we close your Crew Account pursuant to this Section 20 or otherwise, or if you choose to close your Crew Account, any accrued, but unpaid Referral Bonus will be forfeited.

22. Third Party Websites

Our Services may provide, or third parties may provide, links or other access to other sites and resources on the Internet. We have no control over such sites and resources, and we are not responsible for and do not endorse such sites and resources. You further acknowledge and agree that we will not be responsible or liable, directly or indirectly, for any damage or loss caused or alleged to be caused by or in connection with use of or reliance on any Content, events, goods, or services available on or through any such site or resource. Any dealings you have with third parties found while using our Services are between you and the third party, and you agree that we are not liable for any loss or claim that you may have against any such third party.

23. Indemnity and Release

You agree to release, indemnify, and hold us, our third party product providers, our and their affiliates, officers, employees, directors, shareholders, and agents harmless from any and all losses, damages, judgments, settlements, fines, penalties, fees, costs and expenses, including reasonable attorneys' fees, claims, actions of any kind, proceedings, and injury (including death)

arising out of or relating to your use of our Services, any Services Content, your connection to our Services, your violation of these Terms, or your violation of any rights of another. If you are a California resident, you waive California Civil Code Section 1542, which says: "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." If you are a resident of another jurisdiction, you waive any comparable statute or doctrine.

24. Disclaimer of Warranties

YOUR USE OF OUR SERVICES IS AT YOUR SOLE RISK. OUR SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. WE EXPRESSLY DISCLAIM ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. WE MAKE NO WARRANTY THAT OUR SERVICES WILL MEET YOUR REQUIREMENTS, THAT OUR SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE, THAT THE RESULTS THAT MAY BE OBTAINED FROM THE USE OF OUR SERVICES WILL BE ACCURATE OR RELIABLE, OR THAT THE QUALITY OF ANY PRODUCTS, SERVICES, INFORMATION, OR OTHER MATERIAL OBTAINED BY YOU THROUGH OUR SERVICES WILL MEET YOUR EXPECTATIONS.

25. Limitation of Liability

YOU EXPRESSLY UNDERSTAND AND AGREE THAT CREW AND ANY THIRD PARTY PRODUCT PROVIDERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, EXEMPLARY DAMAGES, OR DAMAGES FOR LOSS OF PROFITS, INCLUDING DAMAGES FOR LOSS OF GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES (EVEN IF CREW HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES), WHETHER BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR OTHERWISE, RESULTING FROM: (A) THE USE OR THE INABILITY TO USE OUR SERVICES; (B) THE COST OF PROCUREMENT OF SUBSTITUTE GOODS AND SERVICES RESULTING FROM ANY GOODS, DATA, INFORMATION, OR SERVICES PURCHASED OR OBTAINED, OR MESSAGES RECEIVED OR TRANSACTIONS ENTERED INTO THROUGH OR FROM OUR SERVICES; (C) UNAUTHORIZED ACCESS TO, OR ALTERATION OF, YOUR TRANSMISSIONS OR DATA; (D) STATEMENTS OR CONDUCT OF ANY THIRD PARTY ON OUR SERVICES; OR (E) ANY OTHER MATTER RELATING TO OUR SERVICES. IN NO EVENT WILL CREW'S TOTAL LIABILITY TO YOU FOR ALL DAMAGES, LOSSES, OR CAUSES OF ACTION EXCEED THE AMOUNT YOU HAVE PAID CREW IN THE LAST 3 MONTHS OR, IF GREATER, \$100. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF CERTAIN WARRANTIES OR THE LIMITATION OR EXCLUSION OF LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. ACCORDINGLY, SOME OF THE ABOVE LIMITATIONS MAY NOT APPLY TO YOU. IF YOU ARE DISSATISFIED WITH ANY PORTION OF OUR SERVICES OR WITH THESE TERMS, YOUR SOLE AND EXCLUSIVE REMEDY IS TO DISCONTINUE USE OF OUR SERVICES.

26. Termination

You agree that we, in our sole discretion, may suspend, restrict access to, or terminate your Crew Account or use of our Services, including but not limited to canceling or suspending certain transactions, for any reason, including for lack of use or if we believe that you have violated or acted inconsistently with the letter or spirit of these Terms. Any suspected fraudulent, abusive, or illegal activity that may be grounds for termination of your use of our Services may be referred to appropriate law enforcement authorities. You agree that any termination of your access to our Services under any provision of these Terms may be effected without prior notice, and acknowledge and agree that we may immediately deactivate or delete your Crew Account and all

related information and files in your Crew Account and/or bar any further access to such files or our Services, subject to applicable law. Further, you agree that we will not be liable to you or any third party for any termination of your access to our Services.

27. Interaction with Other Users

You agree that you are solely responsible for your interactions with any other user in connection with our Services, and we will have no liability or responsibility with respect to your interactions. We reserve the right, but have no obligation, to become involved in any way with disputes between you and any other user of our Services.

28. Governing Law and Venue

These Terms will be governed by the laws of the State of Utah without regard to its conflict of law provisions. With respect to any disputes or claims not subject to arbitration, as set forth below, you and we agree to submit to the personal and exclusive jurisdiction of the state and federal courts located within Utah County, Utah.

If any provision of these Terms is found by a court of competent jurisdiction to be invalid, the parties nevertheless agree that the court should endeavor to give effect to the parties' intentions as reflected in the provision, and the other provisions of these Terms remain in full force and effect. You agree that regardless of any statute or law to the contrary, any claim or cause of action arising out of or related to use of our Services or these Terms must be filed within one (1) year after such claim or cause of action arose or be forever barred. A printed version of these Terms and of any notice given in electronic form will be admissible in judicial or administrative proceedings based upon or relating to these Terms to the same extent and subject to the same conditions as other business documents and records originally generated and maintained in printed form.

29. Dispute Resolution by Binding Arbitration and Class Action Waiver

YOU MUST READ THIS SECTION CAREFULLY AND UNDERSTAND THAT IT LIMITES YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND CREW. YOU UNDERSTAND THAT YOU HAVE THE RIGHT TO REJECT THIS SECTION AS PROVIDED IN SECTION 28.3 BELOW.

29.1. Election to Arbitrate In Lieu of Jury Trial

This Section 28 is referred to in these Terms as the "Arbitration Provision." You agree that any and all disputes or that have arisen or may arise between you and Crew, whether arising out of or relating to these Terms (including any alleged breach), our Services, any advertising, any aspect of the relationship, or transactions between us, will be resolved exclusively through final and binding arbitration, rather than a court, in accordance with the terms of this Arbitration Provision, except that you may assert individual claims in small claims court, if your claims qualify. Further, this Arbitration Provision does not preclude you from bringing issues to the attention of federal, state, or local agencies, and such agencies can, if the law allows, seek relief against us on your behalf.

You agree that, by entering into these Terms, you and Crew are each waiving the right to a trial by jury or to participate in a class action. Your rights will be determined by a neutral arbitrator, not by a judge or jury.

29.2. Applicability of Federal Arbitration Act and Arbitrator's Powers

This Arbitration Provision is made pursuant to a transaction involving interstate commerce and shall be governed and enforceable under the Federal Arbitration Act ("FAA"). The arbitrator will apply substantive law consistent with the FAA and applicable statutes of limitations. The arbitrator may award damages or other types of relief permitted by applicable substantive law, subject to the limitations set forth in this Arbitration Provision. The arbitrator will not be bound by judicial rules of procedure and evidence that would apply in a court. The arbitrator shall take steps to reasonably protect confidential information.

29.3. Opt-Out of Arbitration Provision

You may opt-out of this Arbitration Provision for all purposes by sending an arbitration opt-out notice to support@trycrew.com within **60 days of the date of your electronic acceptance of these Terms**. The opt-out notice must clearly state that you are rejecting arbitration; identify these Terms to which it applies by date; provide your name, address, and social security number; and be signed by you. You may send an opt-out notice in any manner you see fit as long as it is received at the specified address within the specified time. No other methods can be used to opt-out of this Arbitration Provision. If the opt-out notice is sent on your behalf by a third party, such third party must include evidence of his or her authority to submit the opt-out notice on your behalf.

29.4. Class Action Waiver

YOU AND CREW AGREE THAT EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE ACTION OR PROCEEDING. UNLESS BOTH YOU AND CREW AGREE OTHERWISE, THE ARBITRATOR MAY NOT CONSOLIDATE OR JOIN MORE THAN ONE PERSON'S OR PARTY'S CLAIMS AND MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A CONSOLIDATED, REPRESENTATIVE, OR CLASS PROCEEDING. ALSO, THE ARBITRATOR MAY AWARD RELIEF (INCLUDING MONETARY, INJUNCTIVE, AND DECLARATORY RELIEF) ONLY IN FAVOR OF THE INDIVIDUAL PARTY SEEKING RELIEF AND ONLY TO THE EXTENT NECESSARY TO PROVIDE RELIEF NECESSITATED BY THAT PARTY'S INDIVIDUAL CLAIMS.

29.5. Pre-Arbitration Dispute Resolution

Crew is always interested in resolving disputes amicably and efficiently, and most user concerns can be resolved quickly and to the user's satisfaction by emailing customer support at support@trycrew.com. If such efforts prove unsuccessful, a party who intends to seek arbitration must first send to the other a written Notice of Dispute ("Notice"). The Notice to Crew should be sent support@trycrew.com ("Notice Address"). The Notice must (a) describe the nature and basis of the claim or dispute and (b) set forth the specific relief sought. If you and Crew do not resolve the claim within sixty (60) calendar days after the Notice is received, you or Crew may commence an arbitration proceeding. During the arbitration, the amount of any settlement offer made by Crew or you will not be disclosed to the arbitrator until after the arbitrator determines the amount, if any, to which you are or Crew is entitled.

29.6. Arbitration Procedure

Arbitration will be conducted by a neutral arbitrator in accordance with the American Arbitration Association's ("AAA") rules and procedures, including the AAA's Consumer Arbitration Rules (collectively, the "AAA Rules"), as modified by this Arbitration Agreement. For information on the

AAA, please visit its website, <http://www.adr.org>. Information about the AAA Rules and fees for consumer disputes can be found at the AAA's consumer arbitration page, <http://www.adr.org/consumer>. If there is any inconsistency between any term of the AAA Rules and any term of this Arbitration Agreement, the terms of this Arbitration Agreement will control unless the arbitrator determines that the application of the inconsistent Arbitration Agreement terms would not result in a fundamentally fair arbitration. The arbitrator must also follow the provisions of these Terms as a court would. All issues are for the arbitrator to decide, including issues relating to the scope, enforceability, and arbitrability of this Arbitration Agreement. Although arbitration proceedings are usually simpler and more streamlined than trials and other judicial proceedings, the arbitrator can award the same damages and relief on an individual basis that a court can award to an individual under these Terms and applicable law. Decisions by the arbitrator are enforceable in court and may be overturned by a court only for very limited reasons.

Unless Crew and you agree otherwise, any arbitration hearings will take place in a reasonably convenient location for both parties with due consideration of each's ability to travel and other pertinent circumstances. If the parties are unable to agree on a location, the determination will be made by AAA. If your claim is for \$10,000 or less, Crew agrees that you may choose whether the arbitration will be conducted solely on the basis of documents submitted to the arbitrator, through a telephonic hearing, or by an in-person hearing as established by the AAA Rules. If your claim exceeds \$10,000, the right to a hearing will be determined by the AAA Rules. Regardless of the manner in which the arbitration is conducted, the arbitrator will issue a reasoned written decision sufficient to explain the essential findings and conclusions on which the award is based.

29.7. Costs of Arbitration

Payment of all filing, administration, and arbitrator fees (collectively, the "Arbitration Fees") will be governed by the AAA Rules, unless otherwise provided in this Arbitration Agreement. If the value of the relief sought is \$75,000 or less, at your request, Crew will pay all Arbitration Fees. If the value of relief sought is more than \$75,000 and you are able to demonstrate to the arbitrator that you are economically unable to pay your portion of the Arbitration Fees or if the arbitrator otherwise determines for any reason that you should not be required to pay your portion of the Arbitration Fees, Crew will pay your portion of such fees. In addition, if you demonstrate to the arbitrator that the costs of arbitration will be prohibitive as compared to the costs of litigation, Crew will pay as much of the Arbitration Fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive. Any payment of attorneys' fees will be governed by the AAA Rules.

29.8. Confidentiality

All aspects of the arbitration proceeding, and any ruling, decision, or award by the arbitrator will be strictly confidential for the benefit of all parties.

29.9. Survival and Severability of Arbitration Provision

This Arbitration Provision shall survive the termination of these Terms.

If a court or the arbitrator decides that any term or section of this Provision (other than Section 27.4) is invalid or unenforceable, the parties agree to replace such term or provision with a term or provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable term or provision, and this Arbitration Provision will be enforceable as so modified. If a court or the arbitrator decides that any of the provisions of Section 27.4 are invalid or unenforceable, then the entirety of this Arbitration Provision will be null and void, unless such

sections are deemed to be invalid or unenforceable solely with respect to claims for public injunctive relief. The remainder of these Terms will continue to apply.

29.10. Future Changes to Arbitration Agreement

Notwithstanding any provision in these Terms to the contrary, Crew agrees that if it makes any future change to this Arbitration Agreement (other than a change to the Notice Address) while you are a user of our Services, you may reject any such change by sending Crew written notice within 30 calendar days of the change to the Notice Address provided above. By rejecting any future change, you are agreeing that you will arbitrate any dispute between us in accordance with the language of this Arbitration Agreement as of the date you first accepted these Terms (or accepted any subsequent changes to these Terms).

30. Entire Agreement

These Terms and any Additional Terms constitute the entire agreement between you and us and govern your use of our Services, superseding any prior agreements between you and us with respect to our Services. You also may be subject to additional terms and conditions that may apply when you use affiliate or third-party services, third party content, or third-party software.

31. Assignment and Waiver

These Terms are specific to the relationship between you and Crew. You may not assign these Terms without our prior written consent, but we may assign or transfer these Terms, in whole or in part, without restriction.

Our failure to exercise or enforce any right or provision of these Terms will not constitute a waiver of such right or provision. If we decide to make a special exception and waive your obligation to follow any part of these Terms, we will notify you in writing.

32. Section Headings

Headings are for reference purposes only and in no way define, limit, construe or describe the scope or extent of such section.

33. Notices

Any written notice you give us is effective when we actually receive it, and it must be given to us according to the specific delivery instructions provided, if any. If no delivery instruction is provided, notice must be given by emailing us at support@trycrew.com. We must receive it in time to have a reasonable opportunity to act on it. Written notice we give you is effective when it is deposited in the U.S. mail with proper postage and addressed to your mailing address associated with your Crew Account or emailed to you at the email address we have on file for you.

The Services may also provide notices to you of changes to these Terms or other matters by displaying notices or links to notices generally on the Services.

To the extent permitted by law, you waive any notice of non-payment, dishonor or protest regarding any items credited to or charged against your Crew Account.

34. Contact Us

You may contact us by email at support@trycrew.com.