

INTENTIONALIST CARD PROGRAM USER TERMS AND CONDITIONS

Last updated: October 24, 2023

THIS DOCUMENT CONTAINS VERY IMPORTANT INFORMATION REGARDING YOUR RIGHTS AND OBLIGATIONS, AS WELL AS CONDITIONS, LIMITATIONS, AND EXCLUSIONS THAT MIGHT APPLY TO YOU. PLEASE READ IT CAREFULLY.

Intentionalist, SPC (“**Intentionalist**,” “**we**,” “**us**,” and “**our**,” as the context may require) is a Washington state social purpose corporation. These terms and conditions (these “**Terms**”) apply to your participation in the Intentionalist Card Program (defined in Section 1 below) as a purchaser or Recipient (defined in Section 2(a) below) of an Intentionalist Card (defined in Section 2(a) below), use of our website, www.intentionalist.com, and other online offerings (collectively, the “**Site**”). Your use of the Site is subject to our Terms of Use (as updated, the “**Terms of Use**”) which these Terms supplement; these Terms are incorporated by reference into the Terms of Use, including, but not limited to, the Terms of Use’s additional limitations of liability and dispute resolution provisions (including the class action waiver and mandatory arbitration terms).

Our role with regard to Intentionalist Cards is expressly limited to making the Intentionalist Card Program available to users of our Site. All Intentionalist Cards are issued by SouthState Bank, N.A. (the “**Bank**”). We are an intermediary and not an agent or fiduciary for any user, the Bank, or TransCard, LLC (“**TransCard**”), for any purpose. We are independent from all users, the Bank, and TransCard, and no agency, partnership, joint venture, employee-employer or franchiser-franchisee relationship is intended or created by our operation of our Site and provision of the Intentionalist Card Program. We are not responsible for any actual sale or purchase of any good or service made in connection with any Transaction (defined in Section 2(b) below). We may, but are not obligated to, provide intermediary services between users, the Bank, and TransCard, in connection with customer service or dispute resolution matters.

These Terms are subject to change without prior written notice at any time, in our sole discretion. Any changes to these Terms will be in effect as of the “last updated date” referenced on the Site. Your continued participating in the Intentionalist Card Program and use of the Site after the “last updated date” will constitute your acceptance of and agreement to such changes. You should review these Terms prior to participating in the Intentionalist Card Program.

BY PARTICIPATING IN THE INTENTIONALIST CARD PROGRAM YOU AFFIRM THAT YOU (i) ACCEPT AND ARE BOUND BY THESE TERMS, (ii) ARE THE OLDER OF (A) AT LEAST 18 YEARS OF AGE OR (B) LEGAL AGE TO FORM A BINDING CONTRACT WITH INTENTIONALIST, AND (iii) ARE NOT PROHIBITED FROM PARTICIPATING IN THE INTENTIONALIST CARD PROGRAM OR ACCESSING OR USING OUR SITE OR ANY OF ITS CONTENTS, PRODUCTS, OR SERVICES BY APPLICABLE LAW.

1. **Intentionalist Card Program.** The Site enables users to purchase Intentionalist Cards from the Bank and, thereby, participate in a program allowing such users to redeem Intentionalist Cards for goods and services offered for sale by Intentionalist and participating third-party merchants (the “**Intentionalist Card Program**”). Such participating third-party merchants shall be referred to herein as “**Merchants**.” The list of participating Merchants can be reviewed at intentionalist.com/card. **PARTICIPATING MERCHANTS MAY BE ADDED TO OR REMOVED FROM THE LIST FROM TIME TO TIME WITHOUT NOTICE, IN OUR SOLE DISCRETION.**

2. **Intentionalist Card.**

(a) **“Intentionalist Cards”** are limited network MasterCard prepaid access cards that are issued by the Bank, administered and serviced by TransCard, and are available for purchase on the Site (each an **“Intentionalist Card”**). For express terms and conditions of Intentionalist Cards, see the Bank’s MasterCard Prepaid Restricted Cardholder Agreement as in effect from time to time as posted on the Site.

(b) You must designate a recipient of the Intentionalist Card at the time of your purchase (each, a **“Recipient”**), which may also be the purchaser of the Intentionalist Card, by providing such Recipient’s name and email address. The Recipient will receive an email from Intentionalist with registration and activation instructions. The Recipient of a physical Intentionalist Cards will also be prompted to provide a mailing address where they will thereafter receive a mailed Intentionalist Cards from TransCard with further instructions.

(c) THE RECIPIENT MAY USE THE INTENTIONALIST CARD ONLY AFTER THE RECIPIENT BOTH REGISTERS AND ACTIVATES THE INTENTIONALIST CARD AT INTENTIONALIST.COM/CARD. The process of registering an Intentionalist Card requires the Recipient to create an account on the Site and to provide certain personal information, which may include, but is not limited to, the Recipient’s full name, address, and email. Such personal information may be shared with the Bank, TransCard, and Intentionalist. The Recipient will be required to maintain true, accurate, complete, and up-to-date information on the Recipient’s account, and promptly notify Intentionalist of any changes to the Recipient’s personal information. Once registered, an Intentionalist Card may not be re-registered to another individual.

(d) Intentionalist Cards can only be redeemed with Merchants, and Recipients must present an Intentionalist Card to a Merchant at the point of sale to redeem it (each such redemption, a **“Transaction”**). All products and services offered by Merchants are offered subject to availability. A Merchant’s participation in the Intentionalist Card Program alone does not indicate any affiliation with, or endorsement or warranty of, any product, service, or Merchant by Intentionalist.

(e) You are solely responsible for understanding the provisions of these Terms, redeeming any Intentionalist Cards prior to expiry, and paying the balance for the products or services purchased in a Transaction, as applicable. We are not a party to any Transaction between you and any Merchant, the Bank, or Transcard, if applicable, or any third-party provider of products or services.

(f) INTENTIONALIST SHALL NOT BE LIABLE FOR ANY LOSS, DAMAGE, OR INJURY SUFFERED OR SUSTAINED (EVEN IF CAUSED BY NEGLIGENCE) AS A RESULT OF ANY TRANSACTION, INACCURATE INFORMATION PROVIDED ON ANY INTENTIONALIST CARD OR THE SITE, YOUR FAILURE OR INABILITY TO ACCESS THE SITE OR REDEEM AN INTENTIONALIST CARD, ANY MERCHANT’S FAILURE OR INABILITY TO REDEEM OR OTHERWISE PROVIDE YOU ANY OFFER, EXCEPT FOR ANY LIABILITY WHICH CANNOT BE EXCLUDED BY LAW. IF YOU ARE PARTICIPATING IN THE INTENTIONALIST CARD PROGRAM ON BEHALF OF AN ORGANIZATION OR COMPANY, YOU AFFIRM THAT YOU HAVE THE LEGAL AUTHORITY TO BIND ANY SUCH ORGANIZATION OR COMPANY TO THESE TERMS.

3. **Fees And Charges For Purchase and Use Of Card.**

(a) INTENTIONALIST WILL CHARGE THE PURCHASER OF AN INTENTIONALIST CARD A FEE BASED ON THE FACE VALUE AMOUNT OF THE INTENTIONALIST CARD EQUAL TO: (I) SIX PERCENT (6%) FOR FACE VALUES UP TO \$24.99; (II) FIVE PERCENT (5%) FOR FACE VALUES FROM \$25 UP TO \$249.99; AND (III) FOUR PERCENT (4%) FOR FACE VALUES FROM \$250 UP TO AND INCLUDING \$500 (“**INTENTIONALIST FEE**”). INTENTIONALIST WILL ALSO CHARGE THE PURCHASER OF AN INTENTIONALIST CARD AN ISSUANCE FEE IN THE AMOUNT OF \$0.45 FOR EACH DIGITAL INTENTIONALIST CARD AND \$2.50 FOR EACH PHYSICAL INTENTIONALIST CARD (“**ISSUANCE FEE**” AND TOGETHER WITH THE INTENTIONALIST FEE, THE “**PROGRAM FEES**”). THE PROGRAM FEES WILL BE CHARGED TO THE PURCHASER OF THE INTENTIONALIST CARD AT THE TIME OF PURCHASE AND SEPARATE FROM THE FACE VALUE OF THE INTENTIONALIST CARD.

(b) Please review the MasterCard Prepaid Restricted Cardholder Agreement, as amended from time to time, to confirm the fees and changes imposed by the Bank on the Recipient’s use of the Intentionalist Card. The Bank’s fees and changes will be charged to the Intentionalist Card.

4. **Payment Terms.**

(a) POSTED PRICES FOR INTENTIONALIST CARDS DO NOT INCLUDE THE PROGRAM FEES OR TAXES, WHICH ARE SUBJECT TO CHANGE WITHOUT NOTICE, AND ARE NON-REFUNDABLE ONCE THE INTENTIONALIST CARD IS PURCHASED. All such Program Fees and appropriate taxes will be added to your total price, and will be itemized in your shopping cart and in your order confirmation email. We strive to display accurate price information; however we may, on occasion, make inadvertent typographical errors, inaccuracies or omissions related to pricing and availability. We reserve the right to correct any errors, inaccuracies, or omissions at any time and to cancel any orders arising from such occurrences.

(b) Terms of payment are within our sole discretion and final payment must be received by us before receiving any Intentionalist Card. We accept approved credit and debit cards. You represent and warrant that (i) the payment information you supply to us is true, correct and complete, (ii) you are duly authorized to use such payment method for the purchase, (iii) charges incurred by you will be honored by your credit card company, and (iv) you will pay charges incurred by you at the posted prices, including all Intentionalist Fees and applicable taxes regardless of the amount quoted on the Site at the time of your order.

(c) We do not manufacture or control any of the products or services offered by Merchants. All disputes involving the goods or services purchased, including any returns or refunds, in a Transaction shall be settled directly between you and the Merchant and the Bank or TransCard, if applicable, without involving us.

5. **Disclaimer of Warranty.** THE INTENTIONALIST CARD PROGRAM, THE INTENTIONALIST CARDS, THE SITE, AND ALL RELATED CONTENT AND MATERIALS, INCLUDING ANY GOOD OR SERVICE PURCHASED IN CONNECTION WITH ANY TRANSACTION, ARE PROVIDED ON AN “AS IS” BASIS. TO THE FULLEST EXTENT PERMITTED BY LAW, THEY ARE PROVIDED WITHOUT WARRANTIES OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NONINFRINGEMENT, AND ANY WARRANTIES ARISING FROM THE COURSE OF DEALING

OR USAGE OF TRADE. INTENTIONALIST DOES NOT WARRANT THAT THE INTENTIONALIST CARD PROGRAM, THE INTENTIONALIST CARDS, SITE, OR ANY RELATED CONTENT OR MATERIALS, INCLUDING ANY GOOD OR SERVICE PURCHASED IN CONNECTION WITH ANY TRANSACTION, ARE ACCURATE, COMPLETE, RELIABLE, CURRENT, OR ERROR-FREE; THAT THEY WILL MEET YOUR REQUIREMENTS; THAT THEY WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION OR WITHOUT INTERRUPTION; THAT DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SITE IS FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS. PARTICIPATION IN THE INTENTIONALIST CARD PROGRAM AND USE OF THE INTENTIONALIST CARDS OR THE SITE IS AT YOUR OWN RISK, AND YOU ARE SOLELY RESPONSIBLE FOR ANY LOSS OR DAMAGE TO PROPERTY OR DATA THAT MAY RESULT. WE DO NOT WARRANT, ENDORSE, GUARANTEE, OR ASSUME RESPONSIBILITY FOR ANY TRANSACTION, ANY PRODUCT OR SERVICE PURCHASED USING AN INTENTIONALIST CARD, OR FOR ANY PRODUCT OR SERVICE ADVERTISED OR OFFERED BY A THIRD PARTY THROUGH THE SITE OR THROUGH ANY ONLINE PLATFORM OR WEBSITE. WE ARE NOT A PARTY TO ANY TRANSACTION BETWEEN YOU AND ANY MERCHANT, THE BANK, OR TRANSCARD, IF APPLICABLE, OR ANY THIRD-PARTY PROVIDER OF PRODUCTS OR SERVICES.

6. Limitation of Liability.

(a) IN NO EVENT SHALL WE BE LIABLE TO YOU OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, EXEMPLARY, PUNITIVE, OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES OR DIMINUTION IN VALUE, ARISING OUT OF, OR RELATING TO, AND/OR IN CONNECTION WITH ANY BREACH OF THESE TERMS, REGARDLESS OF (A) WHETHER SUCH DAMAGES WERE FORESEEABLE, (B) WHETHER OR NOT WE WERE ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, AND (C) THE LEGAL OR EQUITABLE THEORY (CONTRACT, TORT OR OTHERWISE) UPON WHICH THE CLAIM IS BASED.

(b) OUR SOLE AND ENTIRE MAXIMUM LIABILITY, FOR ANY REASON, AND YOUR SOLE AND EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, SHALL BE LIMITED TO THE ACTUAL AMOUNT PAID BY THE PURCHASER FOR THE INTENTIONALIST CARD PURCHASED THROUGH OUR SITE.

7. Privacy. We respect your privacy and are committed to protecting it. Our Privacy Policy, governs the processing of all personal data collected from you in connection with your purchase of Intentionalist Cards through the Site.

8. Governing Law and Jurisdiction. All matters arising out of or relating to these Terms are governed by and construed in accordance with the internal laws of the State of Washington without giving effect to any choice or conflict of law provision or rule (whether of the State of Washington or any other jurisdiction) that would cause the application of the laws of any jurisdiction other than those of the State of Washington.

9. Assignment. You will not assign any of your rights or delegate any of your obligations under these Terms without our prior written consent. Any purported assignment or delegation in violation of this Section 9 is null and void. No assignment or delegation relieves you of any of your obligations under these Terms.

10. **No Waivers.** The failure by us to enforce any right or provision of these Terms will not constitute a waiver of future enforcement of that right or provision. The waiver of any right or provision will be effective only if in writing and signed by a duly authorized representative of Intentionalist.

11. **No Third-Party Beneficiaries.** These Terms do not and are not intended to confer any rights or remedies upon any person or entity other than you.

12. **Notices.**

(a) **To You.** We may provide any notice to you under these Terms by: (i) sending a message to the email address you provide or (ii) by posting to the Site. Notices sent by email will be effective when we send the email and notices we provide by posting will be effective upon posting. It is your responsibility to keep your email address current.

(b) **To Us.** To give us notice under these Terms, you must contact us by email to hello@intentionalist.com. We may update the email address for notices to us by posting a notice on the Site. Notices provided by email will be effective one (1) business day after they are sent.

13. **Severability.** If any provision of these Terms is invalid, illegal, void or unenforceable, then that provision will be deemed severed from these Terms and will not affect the validity or enforceability of the remaining provisions of these Terms.

14. **Entire Agreement.** These Terms, our Terms of Use, and our Privacy Policy will be deemed the final and integrated agreement between you and us on the matters contained in these Terms.