

## Snap Finance Commercial Prepaid Card Authorized User Terms of Use

**Introduction.** These Snap Finance Commercial Prepaid Card Authorized User Terms of Use ("Terms") contain contractual terms and other important information relating to your authorized use of the accompanying card ("Card") to complete a purchase in connection with your lease-to-own/rental-purchase agreement with us (your "Lease to Own Agreement"). You should read these Terms carefully and keep a copy for your records. Use of the Card shall evidence your agreement to these Terms, which shall supplement and become part of your Lease to Own Agreement with us. If you do not agree to these Terms or the terms of the Lease to Own Agreement, do not use the Card.

**Definitions.** In these Terms, the words "you" and "your" mean the person who has been authorized by Snap Finance to use the Card. "Card Issuer" means Central Bank of Kansas City, its successors, affiliates or assignees. "Snap Finance", "we", "us" and "our" means Snap RTO LLC and/or its affiliated companies.

**Card Description.** The Card is a non-reloadable corporate prepaid card assigned a specific available balance and may be used only as described in these Terms. You acknowledge that you have received this Card as an authorized user for the sole purpose of completing an acquisition of merchandise in connection with your Lease to Own Agreement. The Card is **not** a credit card or charge card. Card transactions will be funded by Snap Finance with our own funds, and any available balance associated with the Card shall remain the property of Snap Finance. Accordingly, you acknowledge and agree that you shall have no ownership interest in the Card or associated Card funds. You have been designated by Snap Finance as an authorized user of the Card for the limited purpose and time set forth in these Terms and your Lease to Own Agreement. The Card is not for resale. The Card is nontransferable and may be canceled, repossessed or revoked at any time without prior notice subject to applicable law. The Card may not be refunded or redeemed for cash. Retain your Card number and our customer service number in a separate place in case your Card is lost or stolen.

**Fees.** There are no fees associated with the Card. However, if you use the Card to complete a purchase transaction, you will incur fees and finance charges as set forth in your Lease to Own Agreement.

**Activating the Card.** If you received your Card by mail, you must activate the Card prior to use by logging onto [snapfinance.com/activate](https://snapfinance.com/activate) or calling 1-833-316-6048 and following the instructions provided. As part of the activation, you may be required to provide the last four digits of your Social Security Number, date of birth, zip code, and the Card's expiration date.

**One-Time Use.** The Card is designed as a one-time-use card, for a single purchase at one participating merchant (each, a "Merchant"). Participating Merchants are subject to change – go to [www.snapfinance.com/find-merchants](https://www.snapfinance.com/find-merchants) or call 1-877-557-3769 for assistance in finding participating Merchants. The dollar amount of each purchase for which you use the Card will be deducted from the available balance assigned to the Card. If, notwithstanding an insufficient balance, an authorization is received by the Merchant or the Merchant uses other means to proceed with the transaction then you agree to reimburse Snap Finance, as the Card owner, for any amount in excess of the available Card balance for such a transaction. Once the available balance of the Card has reached zero or a purchase has been completed, the Card will be cancelled and all subsequent transactions will be declined.

**Restricted Use.** The Card is designed to purchase only consumer durable goods and related items from participating Merchants in connection with your Lease to Own Agreement. You may not use the Card at gas stations, grocery stores, restaurants, or similar merchants, nor may you use the Card to obtain cash at an ATM or point-of-sale terminal. The Card may not be used outside of the United States, including with any internet, mail order or telephone order merchants outside of the United States. You agree that you will use your Card only in accordance with the terms of this Agreement and will not use your Card for any illegal or unauthorized transaction. We may refuse to process any transaction that we believe may violate the terms of this Agreement or applicable law. You cannot load any funds onto the Card.

**Returned or Exchanged Merchandise.** Neither we nor the Card Issuer is responsible for the services or merchandise purchased with the Card or any damages resulting directly or indirectly from the use of the Card. If you have a problem with merchandise or services purchased with your Card, that problem should be addressed and resolved directly with the Merchant. Exchanges and returns will be governed by the policies of the Merchants, your Lease to Own Agreement, and applicable law.

**Responsibility for Use of the Card.** You are responsible for all transactions initiated and fees incurred by use of the Card, and for using the Card according to the terms and conditions of this Agreement and your Lease to Own Agreement. If you permit another person to have access to the Card or Card number, we will treat this as if you have authorized such use and you will be liable for all transactions incurred by those persons. You may not request an additional Card for another person.

**Lost and Stolen Cards; Error Resolution.** If the Card is lost or stolen or you become aware of a Card transaction that you did not make, notify Snap Finance immediately at the toll-free number provided in your Lease to Own Agreement. If your Card has been lost or stolen, we will close your Card. Upon your request, we may in our sole discretion send

you a replacement Card at no charge if allowed under your Lease to Own Agreement.

**Role of Card Issuer.** The Snap Finance lease-to-own program is offered by Snap RTO, LLC and/or its affiliated companies. The Card Issuer is not affiliated with, does not endorse or sponsor, and shall in no way be responsible or liable to you for any aspect of the Snap Finance program and you hereby specifically relieve Card Issuer from any such liability or responsibility. If you have questions or concerns about the Snap Finance program, you should contact Snap Finance at the toll-free number provided in your Lease to Own Agreement.

**Disclaimer of Warranties.** EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT OR REQUIRED BY LAW, NEITHER THE CARD ISSUER NOR SNAP FINANCE MAKES ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE CARD OR RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

**Limitation of Liability.** NEITHER THE CARD ISSUER NOR SNAP FINANCE WILL BE LIABLE TO YOU FOR: DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND EITHER PARTY'S CONTROL. IN THE EVENT THAT EITHER PARTY IS HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE REQUIRED BY LAW. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOUR RECOVERY FOR ANY ALLEGED NEGLIGENCE OR MISCONDUCT BY THE CARD ISSUER OR SNAP FINANCE SHALL BE LIMITED TO ONE HUNDRED DOLLARS (\$100.00).

**Information Given to Third Parties.** Either we or the Card Issuer may use or disclose information about you, the Card or your Card transaction history: (i) where it is necessary or helpful for completing a transaction; (ii) in order to verify the existence and condition of the Card for a third party (e.g., a Merchant); (iii) in order to comply with any law or to comply with requirements of any government agency or court order; (iv) if you give Card Issuer your written consent; (v) to service providers who administer the Card or perform data processing, records management, collections, product development, and other similar services for the Card Issuer, in order that they may perform those services; (vi) in order to prevent, investigate or report possible illegal activity; (vii) in order to issue authorization for a transaction on the Card; and (viii) as otherwise permitted by law. We may also share

information about you, your Card and/or your Card transaction history with our affiliates.

**Amendment, Cancellation or Revocation.** We may, to the extent permitted by applicable law, amend, change or cancel the terms of this Agreement or the Card at any time and from time to time without notice to you except as required by law. If we are required to notify you, we will post the changes on the website at the address provided under the section titled "Customer Services/Balance Inquires." You will be deemed to have received proper notice thirty (30) days after the changes are posted. We encourage you to review the website regularly to monitor changes in the terms of this Agreement.

**Governing Law.** This agreement shall be governed by, and construed in accordance with the laws of the State of Missouri and any actions or proceedings with respect to this Agreement or any services hereunder shall, to the extent not subject to arbitration pursuant to the section below, be brought only before a federal or state court in the State of Missouri.

**Other Terms.** This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to the subject matter. In the event that any provision of this Agreement is determined to be invalid, illegal or unenforceable, such determination shall not affect the other provisions of this Agreement. Your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. We do not waive our rights by any delay or failure to exercise them at any time.