

## **Bushel Wallet End User Agreement**

Last Updated October 22, 2022

This User Agreement is a contract between you as a business entity or individual using the Bushel Wallet and Bushel services and/or as an individual affiliated with such business entity (“you”) and Bushel Inc. (“Bushel,” “we,” or “us”), governing your use of your Bushel Wallet account and Bushel’s services. To use the Bushel services, in addition to other criteria or requirements we may prescribe from time to time, you must be a resident of the United States, be 18 years of age or older, and have a U.S. business bank account. You agree to comply with all of the terms and conditions in this user Agreement, and with the following additional policies and each of the other Agreements posted on our website or through any mobile application that apply to you:

- [Exchange Privacy Policy](#)
- [Consent to Receive Electronic Disclosures \(E-Sign Disclosure and Consent\)](#)
- [Dwolla Terms of Service](#)
- [Dwolla Privacy Policy](#)
- [Evolve Bank & Trust Business Account and Cardholder Agreement](#)
- [Evolve Bank & Trust Privacy Policy](#)

These terms and any policies incorporated into these terms constitute our “Agreement.” We may revise this Agreement and any of the policies listed above from time to time. The revised version will be effective at the time we post it, unless otherwise noted. We reserve the right to amend this Agreement at any time without notice, subject to applicable law. By continuing to use our services after any changes to this user Agreement become effective, you agree to abide and be bound by those changes. If you do not agree with any changes to this user Agreement, you may close your account as described below.

Protecting user privacy is very important to us. Please review our [Exchange Privacy Policy](#) in order to better understand our commitment to maintaining the privacy of our users, as well as our use and disclosure of user information.

### **What Bushel Does**

Bushel provides a platform (the “Bushel Wallet”) that facilitates payments between agricultural business entities, individuals and producers (“Bushel Wallet Users”). You may use the Bushel Wallet to perform the following “Transactions:”

- Receive payments from other Wallet Users;
- Make payments to other Wallet Users;
- Transfer funds from an external bank account into your Bushel Wallet;
- Transfer funds in your Bushel Wallet to an external bank account;
- Spend funds in your external bank account linked to your Bushel Wallet, even if you do not have a balance in your Bushel Wallet account; and/or
- Spend funds in your Bushel Wallet via a Bushel Debit Card (as described below).

We do not:

- Act as a financial institution;
- Act as a custodian with respect to any of money in or transferred using your Bushel Wallet;
- Act as an escrow agent with respect to any money sent to you via Bushel Wallet that has not been transferred;
- Act as your agent or trustee;
- Enter into a partnership, joint venture, agency or employment relationship with you;
- Guarantee the identity of any Bushel Wallet User;
- Determine if you are liable for any taxes; or

- Unless otherwise expressly set out in this Agreement, collect or pay any taxes that may arise from your use of our services.

### **Use of Dwolla Platform and Other Service Providers**

You understand and agree that we may utilize the software, services, and facilities of multiple third parties in providing the Bushel Wallet, including one or more financial institutions, payment service providers, and other financial services and technology providers (our “Service Providers”). We may change, supplement, substitute, or terminate our relationships with any of our Service Providers at any time, in our sole discretion, without your consent or notice, which may affect the functionality or availability of the Bushel Wallet services. We may change, modify, or terminate the Bushel Wallet or any of its services or functionality at any time, in our sole discretion.

In order to use the payment functionality of the Services, you must open a “Dwolla Account” provided by Dwolla, Inc. and you must accept the [Dwolla Terms of Service](#) and [Privacy Policy](#). Any funds held in or transferred through your Dwolla Account are held or transferred by Dwolla’s [financial institution partners](#). You must be at least 18 years old to create a Dwolla Account. You authorize Bushel to collect and share with Dwolla your personal information including full name, date of birth, social security number, physical address, email address and financial information, and you are responsible for the accuracy and completeness of that data. You understand that you will access and manage your Dwolla Account through the Bushel services, and Dwolla account notifications will be sent by Bushel, not Dwolla. We will provide customer support for your Dwolla Account activity, and can be reached at [support@bushelwallet.com](mailto:support@bushelwallet.com).

### **Bushel is for Business Accounts Only**

By opening a Bushel Wallet account, you attest that you and/or your business are establishing and will use the Bushel Wallet Account for commercial purposes only and not for personal, family or household purposes. We or our Service Providers may reverse or place a hold on your transactions, place a reserve on your funds, or terminate or suspend your access to and/or use of your Bushel Wallet account if we or they reasonably suspect you are using a Bushel Wallet account for personal, family or household purposes. You agree to indemnify and hold Bushel and our Service Providers harmless for any claims or damages arising out of any allegation that the Bushel services violate or are not in compliance with any federal or state consumer protection laws or regulations, including, without limitation, any such consumer financial laws and regulations under the purview of the Consumer Financial Protection Bureau or comparable state-level regulatory authority.

To hold a Bushel Wallet balance and perform Transactions, we and/or our Service Providers must verify the required identifying information you provide to us. The required identifying information will include (but may not be limited to):

- business name and/or trade name(s)/“doing business as” designation(s)
- business address
- taxpayer identification number or Social Security number
- proof of business existence
- names, addresses, birthdates, email addresses and Social Security numbers of any natural persons associated with your Bushel Wallet account and/or your beneficial owners or principals

We may also request any additional information that we may require to verify your identity and business purpose, including financial information or documentation required to verify the above-listed information. Until you verify the required identifying information, you will not be able to receive funds into your Bushel Wallet account or perform any Transactions. We may request you update and/or verify this information from time to time and may suspend or terminate your Bushel Wallet account if you do not provide such information in a timely fashion.

By establishing a Bushel Wallet account, you hereby:

- authorize us, directly or through our Service Providers or other third parties, to make any inquiries we consider necessary to validate your identity and/or authenticate your identity, account information, and your company or employer.
- are providing us with written instructions and authorization in accordance with the Fair Credit Reporting Act to obtain your personal and/or business credit report from a credit bureau. You are also authorizing us to obtain your personal and/or business credit report at any time we reasonably believe there may be an increased level of risk associated with your account. An increased level of risk includes, but is not limited to, a high number of chargebacks or reversals, or suspicious activity associated with your account.
- represent that you are duly authorized to do business in the United States.
- that neither you nor any of your officers, employees, agents, representatives, or others accessing the Bushel Wallet are prohibited or otherwise restricted from conducting business or financial transactions in the United States pursuant to any applicable anti-money laundering laws or regulations, or any sanctions or other regulations promulgated by the United States Department of the Treasury Office of Foreign Assets Control.
- agree that all officers, employees, agents, representatives and others having access to the username and/or password are duly authorized and shall be vested by you with the authority to use the Bushel Wallet and to legally bind you. You shall be responsible for all actions by current and former officers, employees, agents, representatives and others, regardless of whether authorized by you, that access the Bushel Wallet using your username and password. YOU ASSUME THE ENTIRE RISK FOR THE FRAUDULENT, UNAUTHORIZED OR OTHERWISE IMPROPER USE OF YOUR PASSWORD. WE AND OUR SERVICE PROVIDERS SHALL BE ENTITLED TO RELY ON THE GENUINENESS AND AUTHORITY OF ALL INSTRUCTIONS RECEIVED BY US OR OUR SERVICE PROVIDERS WHEN ACCOMPANIED BY SUCH PASSWORD, AND TO ACT ON SUCH INSTRUCTIONS.

### **Closing Your Bushel Wallet Account**

Except as may be described herein or in any separate agreement with us, you may close your account and terminate your relationship with us without cost at any time, but you will remain liable for all obligations related to your Bushel Wallet account even after the Bushel Wallet account is closed. Any incomplete transactions or transfers must be completed or cancelled and you must transfer any money from your Bushel Wallet account before closing it. Closure of your Bushel Wallet account may also be subject to additional terms and conditions, including without limitation additional notice requirements, as described in the [[Dwolla Terms of Service](#)] and [[Evolve Bank & Trust Business Account and Cardholder Agreement](#)], and you agree to indemnify and hold us harmless for any claims or damages arising from or relating to your relationship with Dwolla and/or Evolve Bank & Trust in connection with the termination of your Bushel Wallet account.

In certain cases, you may not close your Bushel Wallet account, including:

- To evade an investigation.
- If you have a pending transaction or an open dispute or claim.
- If you owe amounts to us.
- If your account is subject to a hold, limitation or reserve.

### **Receiving Money into Your Bushel Wallet Account**

If we have verified the required identifying information that you provide to us and you have successfully linked at least one external bank account to your Bushel Wallet account, Bushel may offer you the ability

to add money to your Bushel Wallet by executing a Transaction. Otherwise, you cannot add money to your Bushel Wallet.

You may also use the external bank account linked to your Bushel Wallet account to fund Transactions and you don't need a Bushel Wallet balance to send money or make a purchase using your Bushel Wallet account.

All Transactions, including a Transaction in which money is added to your Bushel Wallet either from another Bushel Wallet User or via your linked external bank account(s), are subject to certain funds availability restrictions, which we or our Service Providers may change from time to time without notice to you.

### **Holding Money in Your Bushel Wallet Account**

Any money in your Bushel Wallet account will be held by Evolve Bank & Trust and subject to and governed by the terms of the [[Evolve Bank & Trust Business Account and Cardholder Agreement](#)], including, without limitation, with respect to the availability of Federal Deposit Insurance Corporation ("FDIC") insurance coverage.

### **Transferring Money Out of Your Bushel Wallet Account**

Transferring money out of your Bushel Wallet account may be accomplished by:

- Transferring it via standard ACH transfer to an external bank account linked to your Bushel Wallet account (which generally will take 1-2 business days);
- Transferring it to another Bushel Wallet User (which generally will be accomplished in real time; or
- Making debit card transactions via the Bushel Debit Card (the timing of which will be subject to the [[Evolve Bank & Trust Business Account and Cardholder Agreement](#)]).

You can manage linked external bank accounts in the Accounts section of your Bushel Wallet account settings. We may set limits on your transactions, which we may change from time to time in our sole discretion, with or without notice to you.

All Transactions, including a Transaction in which money is transferred out of your Bushel Wallet either to another Bushel Wallet User or via your linked external bank account(s), are subject to certain funds availability restrictions, which we may change from time to time without notice to you.

We review account and Transaction activity at various times, including when bank transfers are initiated. This review checks for, among other things, suspicious or illegal activity, and whether your account activity and the activity of other Bushel Wallet Users with whom you've transacted complies with this Agreement. In connection with our review process, you may be required to provide us with additional information and/or documentation to verify your identity or the authenticity of a particular Transaction. We may limit your account and your access to money in it or that is sent to you until verification is completed. Reviews may result in:

- delayed, blocked or canceled Transactions;
- money or payments being held by us or our Service Providers;
- money or payments being applied to amounts you owe to us or used to offset loss incurred by us or our Service Providers;
- account limitation, suspension or termination;
- money or payments being seized to comply with a court order, warrant or other legal process; and/or
- money or payments you previously received being reversed (i.e., sent back to the sender or to the card or bank account that was used to fund the payment).

Among other reasons, we may take the above actions if you knowingly or unknowingly were a participant in a Transaction that was made involving a stolen Bushel Debit Card, compromised bank account, or compromised Bushel Wallet account.

### **Account Statements**

You have the right to receive an account statement showing your Bushel Wallet account activity, which will be provided electronically. You may view your Bushel Wallet account statement by logging into your Bushel account.

### **Transaction Limits**

We may, at our discretion, impose limits on the amount and/or the number of Transactions you can send and receive. These sending limits apply for all Transactions combined in your Bushel Wallet account. Transaction limits may change from time to time in our sole discretion and without notice to you. We may further restrict the use of your Bushel Wallet account if the activity through your account reaches certain thresholds, involves certain activities or violates any terms between you and us. In addition, if your activity meets certain Transaction thresholds, we may require you to provide additional information and documentation to us from time to time for tax reporting or other reasons (for example, to verify your business activities or resolve claims or disputes), and we may suspend or place limits on your account until we receive the requested information and documentation.

### **Bushel Debit Cards**

We may offer you the option of transferring funds from your Bushel Wallet account to a Bushel-branded debit card provided by our Service Provider(s) (“Bushel Debit Card”). To use this service, you must agree to be bound by the terms of the [Evolve Bank & Trust Business Account and Cardholder Agreement], which is incorporated into this Agreement by reference. Your use of the Bushel Debit Card and any Transactions initiated using the Bushel Debit Card will be governed by the [Evolve Bank & Trust Business Account and Cardholder Agreement]. You acknowledge and agree that the Bushel Debit Card is provided by a third party(ies) and Bushel shall have no liability with respect to your use of a Bushel Debit Card or any claims and/or damages arising therefrom or relating thereto, no matter the kind or character. You agree to indemnify, defend and hold Bushel harmless from any claims and/or damages arising out of or relating to your use of the Bushel Debit Card or any action or inaction of our Services Providers regarding the Bushel Debit Card.

### **Payment Review**

We review your Transactions at our discretion, whether directly or through our Service Providers. When we identify a potentially high-risk Transaction, we review the Transaction more closely before allowing it to proceed. When this happens, we will place a hold on the Transaction, which may delay the receipt of the funds in question by the intended recipient account (e.g., your Bushel Wallet account, Bushel Debit Card, or external bank account). If we clear the Transaction, we will complete the Transaction. If we don't clear the Transaction, we will cancel it and notify you and any applicable Bushel Wallet User involved in the Transaction, unless we are legally required to take any different or other action.

### **Refunds**

If you send funds in a Transaction and that Transaction is ultimately refunded, the money will be sent back to you. Money may not always be refunded to the payment method originally used.

### **Taxes and Information Reporting**

Our fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction

(collectively, “taxes”). It is your responsibility to determine what, if any, taxes apply to the payments you make or receive, including transactions through your business profile or that are marked as for goods and services, and it is solely your responsibility to assess, collect, report and remit the correct taxes to the appropriate authority. Bushel is not responsible for determining whether any taxes apply to your transaction, or for calculating, collecting, reporting or remitting taxes arising from any transaction. You acknowledge that we may make certain reports to state and federal tax authorities regarding transactions that we process. For example, Bushel or our Service Providers may be required to report to the Internal Revenue Service the total amount of payments for goods and services you receive each calendar year into all of your Bushel Wallet accounts associated with the same tax identification number once if you receive more than \$600 in aggregate payments for goods or services. We or our Service Providers may also be required to report payments for goods and services to applicable state and local governments.

### **Using Bushel as a Payment Method; Preferred Funding Sources**

You may have the ability to link multiple external bank accounts to your Bushel Wallet account, as well as designate a preferred or primary payment method. In the event your Bushel Wallet does not have sufficient funds to fund a Transaction, we will attempt to fund the entire Transaction amount using your designated preferred external bank account. If your preferred external bank account also does not have sufficient funds to fund a Transaction, we will attempt to fund the entire Transaction amount using any additional external bank accounts you have linked. The transaction type, among other factors, determines how and when we use your preferred payment method. You can manage payment methods in your Bushel Wallet account settings.

### **Bank Account Transfers**

When you use your external bank account(s) as a payment method (including in the event your Bushel Wallet account does not have sufficient funds to fund an entire Transaction amount, as described above), you are allowing us to initiate a transfer from your external bank account(s). For these transactions, we will make electronic transfers from your external bank account in the amount you authorize and/or the amount of the authorized Transaction. You authorize us to try this transfer again if the initial transfer is rejected by your bank for any reason. **IF YOU DON'T HAVE A BUSHEL WALLET BALANCE OR IT DOESN'T COVER A TRANSACTION, YOU SHOULD CONFIRM THAT YOUR EXTERNAL BANK ACCOUNT CONTAINS FUNDS SUFFICIENT TO COVER THE PAYMENT BEFORE MAKING THE PAYMENT, IF FUNDED BY YOUR EXTERNAL BANK ACCOUNT. THIS WILL HELP YOU AVOID OVERDRAFT OR OTHER FEES YOUR FINANCIAL INSTITUTION MAY CHARGE. YOU WILL BE SOLELY LIABLE FOR ANY INSUFFICIENT FUNDS FEES OR ANY OTHER FEES OR DAMAGES RELATING TO OR ARISING OUT OF A LACK OF FUNDS IN YOUR BUSHEL WALLET ACCOUNT OR EXTERNAL BANK ACCOUNT SUFFICIENT TO COVER A TRANSACTION, AND UNDER NO CIRCUMSTANCES WILL BUSHEL BE LIABLE FOR SAME.**

### **Transactions That are Invalidated and Reversed**

Transactions may be invalidated and reversed by us or our Service Providers if, among other reasons, we sent the Transaction to you in error, the funding of the Transaction is declined or reversed, the Transaction was unauthorized or unfunded, or if the Transaction involved activities that violated this user Agreement or any other Agreement with us. As the sender or recipient of a Transaction that is later invalidated for any reason, you may be liable to us for the full amount of the Transaction, and we may recover the amount of the payment (plus any fees) from you. We may recover the amount of the Transaction from either the sender or the recipient of an invalidated Transaction in our discretion (subject to applicable law). For example, if you send a Transaction funded by a bank account and the bank informs us it cannot cover the Transaction due to a lack of funds or a dispute, we may hold you liable for the Transaction, or if you were the recipient of that payment, we may reverse that Transaction from your account to cover the liability. When recovering the amount of an invalidated Transaction from you, we may apply any money

sent to you on Bushel, request that you add money to your account for the amount of the Transaction and apply that money to amounts owed, and/or we may:

- engage in collection efforts to recover such amounts from you;
- take any or all action as outlined under the section titled “Security Interest”; and
- place a limitation or take other action on your Bushel Wallet account as outlined under Prohibited Uses and Holds and Limitations.

If we invalidate a Transaction because the card issuer or originating bank declined or reversed the payment, then you may be liable for the Transaction even if you disagree with the decision of the card issuer or originating bank to decline or reverse the payment. If you believe that a Transaction initiated with your Bushel Wallet account was not authorized, then you must notify us immediately, even if you (or someone else) dispute the Transaction with the card issuer or originating bank. Please see below section titled “Unauthorized Transactions” for information about how to notify us. In the event of an Unauthorized Transaction, we may still recover the amount of the reversed Transaction from you, as described above.

Except for any reversals made in error by us, neither we nor our Service Providers shall be liable to you or any other third party for any reversals initiated against your Bushel Wallet account or any claims or damages arising out of or relating thereto. In the event of a reversal made in error by us, we shall only be liable to you up to the amount of the erroneous Transaction.

### **Chargeback Fees**

If you receive a debit or credit funded payment in your Bushel Wallet account or that is identified as for goods and services and the Bushel Wallet User sending the payment pursues a chargeback for the Transaction with their card issuer, we may assess a chargeback fee.

### **Holds and Limitations**

Under certain circumstances, in order to protect Bushel and the security and integrity of the network that uses the Bushel services, Bushel may, in its sole discretion, take account-level or Transaction-level actions. A hold may be placed on your Bushel Wallet account. Our decision about holds and limitations may be based on confidential criteria that are essential to our management of risk and the protection of Bushel, our customers and/or Service Providers. We may be restricted by regulation or a governmental authority from disclosing certain information to you about such decisions. We have no obligation to disclose the details of our risk management or security procedures to you.

A hold is an action that Bushel may take under certain circumstances either at the Transaction level or the account level. When Bushel places a temporary hold on a Transaction, the money is not available to either the sender or the recipient. Bushel reviews many factors before placing a hold on a Transaction, including: account tenure, Transaction activity, and past disputes.

We may place a hold on Transactions involving your Bushel Wallet account if, in our sole discretion, we believe that there may be a high level of risk associated with you, your Bushel Wallet account, or your Transactions or that placing such a hold is necessary to comply with state or federal regulatory requirements. We make decisions about whether to place a hold based on a number of factors, including information available to us from both internal sources and third parties. Risk-based holds may remain in place for up to 180 days from the date the Transaction was made. We may release the hold earlier under certain circumstances, but any earlier release is at our sole discretion.

Limitations may be placed on your account to help protect Bushel and Bushel users when we notice prohibited uses or activity that appears to us as unusual or suspicious. Limitations also help us

collect information necessary for keeping your Bushel Wallet account open. There are several reasons why your Bushel Wallet account could be limited, including:

- If we suspect someone could be using your Bushel Wallet account without your knowledge, we'll limit it for your protection and look into the unusual activity.
- If another financial institution alerts us that someone has used one of your linked bank accounts or Bushel Debit Card without permission.
- In order to comply with the law.
- If we reasonably believe you have breached this Agreement or any other agreement with us or our Service Providers.

You will need to resolve any issues with your account before a limitation can be removed. Normally, this is done after you provide us with the information we request. However, if we reasonably believe a risk still exists after you have provided us that information, we may take action to protect us, our users, Service Providers, a third party, or you from reversals, fees, fines, penalties, legal and/or regulatory risks and any other liability.

### **Court Orders, Regulatory Requirements or Other Legal Process**

If we are notified of a court order or other legal process (including garnishment or any equivalent process) affecting you, or if we otherwise believe we are required to do so in order to comply with applicable law or regulatory requirements, we may be required to take certain actions, including holding payments to/from your Bushel Wallet account, placing a hold or limitation on your Bushel Wallet account, or releasing your funds. We will decide, in our sole discretion, which action is required of us. We do not have an obligation to contest or appeal any court order or legal process involving you or your Bushel Wallet account. When we implement a hold or limitation as a result of a court order, applicable law, regulatory requirement or other legal process, the hold or limitation may remain in place longer than 180 days.

### **Unauthorized Transactions**

To protect yourself from unauthorized activity in your Bushel Wallet account, you should regularly log into your Bushel Wallet account and review your Bushel Wallet account statement. We will notify you of each Transaction by sending an email to your primary email address on file. You should review these Transaction notifications to ensure that each Transaction was authorized and accurately completed.

If you believe your Bushel Wallet login information has been lost or stolen, a Transaction has been made without your permission, or there has been an error on your account, please contact us at 1-866-439-2888. Also, if your Bushel Wallet account statement shows Transactions that you did not make, including those made with your Bushel Wallet login information or by other means, you must notify us immediately. Filing a chargeback or reversal with your financial institution related to a Bushel Transaction does not constitute notice of an unauthorized Transaction to us. We reserve the right to suspend access to your Bushel Wallet account and any pending or future Transactions in the event we become aware of any actual or suspected unauthorized activity or unauthorized access involving your Bushel Wallet account and will incur no liability to you or any third party in doing so.

### **Security Interests**

As a security for the performance of your obligations under this user Agreement, you grant to us a lien on, and security interest in and to, money in your Bushel Wallet account and any other funds held in our possession. We may deduct amounts owed to us, in whole or in part, from money that is sent to your Bushel Wallet account later, either by you or from payments sent to you. While you owe amounts to us, we may:

- reverse payments you have sent;



- engage in collection and other efforts to recover such amounts from you, including, but not limited to, making attempts on your linked external bank accounts to cover the amounts; and
- place a limitation or take other action on your Bushel Wallet account as outlined under the sections of this Agreement titled “Prohibited Uses” and “Holds and Limitations.”

If you continue using your Bushel Wallet account when you have amounts owed to us, you authorize us to combine amounts owed to us with any debit or Transaction sent from your account. In addition to the above, if you have a past due amount owed to us, we may debit your Bushel Wallet account to pay any amounts that are past due. IF YOU HAVE AMOUNTS PAST DUE, YOU SHOULD CONFIRM THAT YOUR PAYMENT METHODS CONTAIN FUNDS SUFFICIENT TO COVER ANY AMOUNTS PAST DUE. THIS WILL HELP YOU AVOID OVERDRAFT OR OTHER FEES YOUR FINANCIAL INSTITUTION MAY CHARGE.

If any proceeding by or against you is commenced under any provision of the United States Bankruptcy Code, as amended, or under any other bankruptcy or insolvency law, we’ll be entitled to recover all reasonable costs or expenses (including reasonable legal fees and expenses) incurred in connection with the enforcement of this Agreement. If we invalidate and reverse a payment that you made to a recipient (either at your initiative or otherwise), you agree that we assume your rights against the recipient and third parties related to the payment, and may pursue those rights directly or on your behalf, in our discretion. Our failure to act with respect to a breach of any of your obligations under this user Agreement by you or others does not waive our right to act with respect to subsequent or similar breaches.

### **Communications and Notices**

We may communicate with you about your Bushel Wallet account and the Bushel services electronically as described in our [Consent to Receive Electronic Disclosures](#). You will be considered to have received a communication from us, if it is delivered electronically, 24 hours after the time we post it to our website or email it to you. You will be considered to have received a communication from us, if it is delivered by mail, 3 Business Days after we send it. Unless you’re communicating with us about a matter where we’ve specified another notice address, written notices must be sent by postal mail to: 503 7th St N Fargo, North Dakota 58102.

You consent to and authorize us, any of our affiliates, any of our Service Providers, and/or our marketing associates to monitor and/or record any of your telephone conversations and other electronic communications with our representatives or the representatives of any of those companies for reasonable business purposes, including security and quality assurance. We may not remind you that we may be monitoring or recording a call at the outset of the call unless required to do so by law.

Where you have provided a cell phone number directly to us, you consent and agree to accept servicing calls and text messages to your cell phone from us and our Service Providers. For example, we or our service providers may place calls to you about fraud alerts or the status of your Bushel Wallet account. For any telephone or cell phone calls/communications we or our service providers place to you, you consent and agree that those calls may be automatically dialed, including artificial or prerecorded messages or texts. You may revoke this consent at any time by contacting Bushel at [support@bushelexchange.com](mailto:support@bushelexchange.com).

### **Indemnification**

You must indemnify Bushel and our affiliates, subsidiaries, and Service Providers, and the officers, directors, shareholders, employees, agents and representatives of each (together, “Bushel Entities”) for actions related to your Bushel account and your use of the Bushel services. You agree to defend, indemnify and hold the Bushel Entities harmless from any claim or demand (including reasonable legal fees) made or incurred by any third party due to or arising out of your breach of this user Agreement, your

improper use of the Bushel services, your violation of any law or the rights of a third party and/or the actions or inactions of any third party to whom you grant permissions to use your Bushel account or access our websites, software, systems (including any networks and servers used to provide any of the Bushel services) operated by us or on our behalf, or any of the Bushel services on your behalf. Bushel reserves the right, at its own expense, to assume exclusive defense and control of any matter otherwise subject to indemnification by you and, in such case, you agree to cooperate with Bushel in the defense of such matter.

### **Limitation of Liability**

Unless otherwise agreed by us in writing, the liability of the Bushel Entities is limited with respect to your Bushel Wallet account and your use of the Bushel services.

IN NO EVENT SHALL THE BUSHEL ENTITIES BE LIABLE TO YOU OR ANY THIRD PARTY FOR LOST PROFITS OR ANY SPECIAL, INCIDENTAL, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES (INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF DATA OR LOSS OF BUSINESS) ARISING OUT OF OR IN CONNECTION WITH OUR WEBSITES, SOFTWARE, SYSTEMS (INCLUDING ANY NETWORKS AND SERVERS USED TO PROVIDE ANY OF THE BUSHEL SERVICES) OPERATED BY US OR ON OUR BEHALF, ANY OF THE BUSHEL SERVICES, INABILITY TO USE OR UNAVAILABILITY OF THE BUSHEL SERVICES, OR THIS USER AGREEMENT (HOWEVER ARISING, INCLUDING NEGLIGENCE), UNLESS AND TO THE EXTENT PROHIBITED BY LAW. UNDER NO CIRCUMSTANCES WILL ANY OF THE BUSHEL ENTITIES BE RESPONSIBLE FOR ANY DAMAGE, LOSS OR INJURY RESULTING FROM HACKING, TAMPERING OR OTHER UNAUTHORIZED ACCESS OR USE OF THE BUSHEL SERVICES, OR THE INFORMATION CONTAINED THEREIN. THE BUSHEL ENTITIES ASSUME NO LIABILITY OR RESPONSIBILITY FOR ANY: (I) PERSONAL INJURY OR PROPERTY DAMAGE OF ANY NATURE WHATSOEVER, RESULTING FROM YOUR ACCESS TO OR USE OF THE BUSHEL SERVICES; (II) ANY UNAUTHORIZED ACCESS TO OR USE OF SERVERS USED IN CONNECTION WITH THE BUSHEL SERVICES AND/OR ANY AND ALL PERSONAL INFORMATION OF YOU OR YOUR RELATED PARTIES STORED THEREIN; (III) ANY INTERRUPTION OR CESSATION OF TRANSMISSION TO OR FROM THE BUSHEL SERVICES; (IV) ANY SOFTWARE BUGS, VIRUSES, TROJAN HORSES, OR OTHER HARMFUL CODE THAT MAY BE TRANSMITTED TO OR THROUGH THE BUSHEL SERVICES; (V) ANY ERRORS, INACCURACIES OR OMISSIONS IN ANY CONTENT OR INFORMATION, FOR ANY LOSS OR DAMAGE INCURRED AS A RESULT OF THE USE OF ANY CONTENT OR INFORMATION, IN EACH CASE POSTED, EMAILED, STORED, TRANSMITTED, OR OTHERWISE MADE AVAILABLE THROUGH THE BUSHEL SERVICES; AND/OR (VI) USER CONTENT OR THE DEFAMATORY, OFFENSIVE, OR ILLEGAL CONDUCT OF ANY THIRD PARTY. WITHOUT LIMITING THE FOREGOING PROVISIONS OF THIS SECTION, THE BUSHEL ENTITIES' CUMULATIVE LIABILITY TO YOU OR ANY THIRD PARTY SHALL BE LIMITED TO DIRECT DAMAGES, AND IN ALL EVENTS SHALL NOT EXCEED IN THE AGGREGATE \$100.00. THIS LIMITATION OF LIABILITY SECTION APPLIES REGARDLESS OF THE LEGAL THEORY ON WHICH THE CLAIM IS BASED, INCLUDING, WITHOUT LIMITATION, CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR ANY OTHER BASIS. THE LIMITATIONS APPLY EVEN IF THE BUSHEL ENTITIES HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE PROVISIONS OF THIS SECTION SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

### **Warranty Disclaimer**

The Bushel Wallet and services are provided "as-is" and without any representation or warranty, whether express, implied or statutory. We specifically disclaim any implied warranties of title, merchantability, fitness for a particular purpose and non-infringement. We do not have any control over the behavior of

Bushel Wallet Users or your relationship with them, and we cannot ensure that a Bushel Wallet User you are dealing with will actually complete the Transaction or is authorized to do so. We do not guarantee continuous, uninterrupted or secure access to any part of the Bushel services, and operation of our websites, software, or systems (including any networks and servers used to provide any of the Bushel services) operated by us or on our behalf may be interfered with by numerous factors outside of our control. We will make reasonable efforts to ensure that requests for electronic debits and credits involving bank accounts, debit cards, credit cards, and check issuances are processed in a timely manner but we make no representations or warranties regarding the amount of time needed to complete processing because the Bushel services are dependent upon many factors outside of our control, such as delays in the banking system or the U.S. or international mail service.

### **Release from Disputes Among Users**

If you have a dispute with any other Bushel Wallet User, you release us from any and all claims, demands and damages (actual and consequential) of every kind and nature, known and unknown, arising out of or in any way connected with such disputes that are not related to errors in the Bushel services. In entering into this release you expressly waive any protections (whether statutory or otherwise, for example, California Civil Code § 1542) that would otherwise limit the coverage of this release to include only those claims which you may know or suspect to exist in your favor at the time of agreeing to this release.

### **Intellectual Property**

The Bushel site, services, any mobile apps, and their entire contents, features, and functionality (including but not limited to all information, software, text, displays, images, video, and audio, and the design, selection, and arrangement thereof) are owned by Bushel or our licensors, or other providers of such material and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property or proprietary rights laws. This Agreement permits you to use our intellectual property solely for the purposes for which they are designed. If we provide desktop, mobile, or other applications for download, you may download a single copy to your computer or mobile device solely for your use for the purposes the applications have been intended, provided you agree to be bound this Agreement.

You must not:

- Modify copies of any materials from this site.
- Delete or alter any copyright, trademark, or other proprietary rights notices from copies of materials from this site.

No right, title, or interest in or to the Bushel intellectual property is transferred to you, and all rights not expressly granted are reserved by us. The Bushel name, logo, and any other names, logos, product and service names, designs, and slogans are trademarks of Bushel, or our affiliates or licensors. You must not use such marks without our permission.

### **Prohibited Uses**

You may use Bushel services only for lawful purposes and in accordance with this Agreement. You agree not to use the Bushel services:

- In any way that violates any applicable federal, state, local, or international law or regulation;
- Engage in any fraudulent, deceptive or abusive purposes or in any manner intended to harm Bushel or any other Bushel Wallet Users, Service Providers or other third parties;
- To transmit, or procure the sending of, any advertising or promotional material without our prior written consent, including any "junk mail," "chain letter," "spam," or any other similar solicitation.
- Harass and/or threaten our employees, agents, or other users.

- To impersonate or attempt to impersonate Bushel, a Bushel employee, another user, or any other person or entity.
- To engage in any other conduct that restricts or inhibits anyone's use or enjoyment of the Bushel services, or which, as determined by us, may harm Bushel or other users.
- Infringe our or any third party's copyright, patent, trademark, trade secret or other intellectual property rights, or rights of publicity or privacy;
- Act in a manner that is defamatory, trade libelous, threatening or harassing;
- Provide false, inaccurate or misleading information;
- Send or receive what we reasonably believe to be potentially fraudulent money or payments for advertising, marketing, or otherwise on an unsolicited and unauthorized basis;
- Refuse to cooperate in an investigation or provide confirmation of your identity or any information you provide to us;
- Attempt to double dip during the course of a dispute by receiving or attempting to receive money from both us and the recipient of a payment, bank or card issuer for the same transaction;
- Control an account that is linked to another Bushel Wallet account that has engaged in any of these restricted activities;
- Use the Bushel services in a manner that results in or may result in:
  - user complaints;
  - disputes, claims, reversals, or chargebacks; or
  - fees, fines, penalties or other liability or losses to Bushel, other customers, third parties or you;
- Use your Bushel Wallet account or the Bushel services in a manner that we, our Service Providers or Visa, Mastercard, American Express, Discover or any other electronic funds transfer network reasonably believes to be an abuse of the card system or a violation of card association or network rules, or for the purpose of earning rewards, perks, miles, points, etc. with your credit card, debit card, or bank account;
- Provide yourself a cash advance from your credit card (or help others to do so);
- Access the Bushel services from outside the United States;
- Take any action that imposes an unreasonable or disproportionately large load on our websites, software, systems (including any networks and servers used to provide any of the Bushel services) operated by us or on our behalf or the Bushel services;
- Use the Bushel services to test credit or debit card behaviors, or make excessive or unexplainable transactions;
- Use the Bushel services to engage in any transaction described in the section below titled "Unlawful Internet Gambling Notice;"
- Use the Bushel services to engage in any transaction for or involving cryptocurrency;
- Circumvent any of our policies or determinations about your Bushel Wallet account such as temporary or indefinite suspensions or other account holds, limitations or restrictions, including, but not limited to, engaging in the following actions: attempting to open new or additional Bushel Wallet account(s) when you have amounts owed to us or when your Bushel account has been restricted, suspended or otherwise limited; opening new or additional Bushel Wallet accounts using information that is not your own (e.g. name, address, email address, etc.); or using someone else's Bushel Wallet account; or
- Attempt any of the above.

Additionally, you agree not to:

- Use any robot, spider, or other automatic device, process, or means to access the Bushel services for any purpose, including monitoring or copying any of the material on the Bushel services;
- Use any manual process to monitor or copy any of the material on the Bushel services, or for any other purpose not expressly authorized in this Agreement, without our prior written consent;

- Use any device, software, or routine that interferes with the proper working of the Bushel services;
- Introduce any viruses, Trojan horses, worms, logic bombs, or other material that is malicious or technologically harmful;
- Attempt to gain unauthorized access to, interfere with, damage, or disrupt any parts of the Bushel services, the server on which they are stored, or any server, computer, or database connected to the Bushel services;
- Attack the Bushel services via a denial-of-service attack or a distributed denial-of-service attack; or
- Otherwise attempt to interfere with the proper working of the Bushel services.

### **Actions We May Take if You Engage in Any Prohibited Uses**

If we or our Service Providers believe that you've engaged in any of the prohibited uses described above, we or our Service Providers may take a number of actions to protect ourselves, our customers, our Service Providers and others at any time in our sole discretion. The actions we may take include, but are not limited to, the following:

- Terminate this user Agreement, limit your Bushel Wallet account, and/or close or suspend your Bushel account, immediately and without penalty to us;
- Refuse to provide the Bushel services to you in the future;
- Limit your access to our websites, software, systems operated by us or on our behalf, your Bushel account or any of the Bushel services, including limiting your ability to pay or send money with any of the payment methods linked to your Bushel Wallet account, restricting your ability to send money or make bank transfers;
- Hold money in your Bushel Wallet account for up to 180 days if reasonably needed to protect against the risk of liability;
- Update inaccurate information you provided us; or
- Take legal action against you.

### **Termination of Your Bushel Wallet Account**

We, in our sole discretion, reserve the right to suspend or terminate this user Agreement, access to or use of our websites, software, systems (including any networks and servers used to provide any of the Bushel services) operated by us or on our behalf or some or all of the Bushel services for any reason and at any time upon notice to you and, upon termination of this user Agreement, the payment to you of any unrestricted money being held for you. We may also close your Bushel Wallet account if there have been no Transactions on your Bushel Wallet for 3 years. If we close your Bushel Wallet account or terminate your use of the Bushel services for any reason, we'll provide you with notice of our actions and make any unrestricted money held in your Bushel Wallet account or that has been sent to you available for bank transfers. You are responsible for all reversals, chargebacks, claims, fees, fines, penalties and other liability incurred by us or a third party caused by or arising out of your breach of this Agreement, and/or your use of the Bushel services. For example, if you send a Transaction funded by your external bank account and your external bank informs us you do not have sufficient funds to cover the Transaction, you may be liable for the Transaction. Similarly, if you receive a Transaction and the Transaction is disputed, you may be liable for the Transaction.

### **Miscellaneous**

You may not transfer or assign any rights or obligations you have under this user Agreement without our prior written consent. We may transfer or assign this user Agreement or any right or obligation under this user Agreement at any time.

The Bushel app works on an application linked to a particular device and operating system, such as Apple's iOS operating system. Your use of the Bushel services may be subject to separate Agreements

you may enter into with your mobile device operating system provider (e.g., Apple, Google or Microsoft®), your mobile device manufacturer (e.g., Apple, Samsung®), your mobile service carrier (e.g., AT&T® or Verizon®), and other parties involved in providing your mobile device service, which we collectively refer to as “Covered Third Parties.” You agree to comply with all applicable third-party terms of Agreement when using the Bushel services. We are not a party to those Agreements, and we have no responsibility for the products and services provided by third parties. You acknowledge and agree that this Agreement is between you and Bushel, not with any Covered Third Party. You acknowledge and agree that we are solely responsible for the Bushel services and for providing maintenance and support services for the Bushel services. Covered Third Parties have no warranty obligations whatsoever with respect to the Bushel services and any other claims, losses, liabilities, damages, costs or expenses attributable to any failure of the Bushel services to conform to any warranty provided by us, if any, will be our sole responsibility. We, not any Covered Third Parties, are responsible for addressing any claims relating to the Bushel services.

If you are using the Bushel services on an Apple device, you acknowledge and agree that Apple, and Apple’s subsidiaries, are third party beneficiaries of this Agreement, and that Apple will have the right (and will be deemed to have accepted the right) to enforce this Agreement against you as a third-party beneficiary. Such rights may also accrue to other handset manufacturers and operating systems which participate in the Bushel services.

#### **Unlawful Internet Gambling Notice**

Restricted transactions as defined in Federal Reserve Regulation GG are prohibited from being processed through your Bushel Wallet account or your relationship with Bushel. Restricted transactions generally include, but are not limited to, transactions in which credit, electronic fund transfers, checks, or drafts are knowingly accepted by gambling businesses in connection with unlawful Internet gambling.

#### **Governing Law**

This Agreement and the relationship between you and Bushel shall be governed by the laws of the State of North Dakota.

#### **Waiver and Severability**

The failure of Bushel to exercise or enforce any right or provision of this Agreement shall not constitute a waiver of such right or provision. Any waiver of any right or provision of this Agreement by Bushel shall not be deemed to constitute a further or continuing waiver of such right or provision or any other right or provision. If any of the terms of this Agreement is to any extent deemed illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; and all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.