

Terms of Use

Effective: December 16, 2025.

Welcome to Congratz (the “App”), a mobile application operated by aiCard, Inc. (the “Company,” “we,” “us,” or “our”). These Terms of Use govern your use of our App. By using the App, you agree to these Terms. If you do not wish to agree to the Terms, do not use the App.

1. Eligibility

To use our App, you must be 18 years or older and reside in the United States. If we have actual knowledge that you are under 18 or reside in another jurisdiction, we will cease providing our services to you and will permanently delete your account and data.

By using the App, you represent, warrant, and agree that you can form a binding contract with the Company and that you are not prohibited from doing so by any applicable law or ban.

If you are using the App on behalf of a business or some other entity, you represent that you are authorized to bind that business or entity to these Terms and you agree to these Terms on behalf of that business or entity (and all references to “you” and “your” in these Terms will mean both you as the end user and that business or entity).

2. Platform Availability

Our App is currently available only on iOS devices. Android and other platforms are not supported at this time.

3. Your Account

To create an account in our App, you must provide your phone number.

You understand that your account information on the App is controlled by you and that you are responsible for all uses of your account. The Company is entitled to rely on the fact that any information sent on the App under your phone number were sent by you. If you believe that the confidentiality of your account has been compromised or that someone has accessed your account without authorization, you should contact our customer service representatives immediately by calling 1-321-784-8333.

4. Digital Gift Cards

The App allows you to purchase, send and receive digital gift cards to other people. All gift card purchases are final and nonrefundable, except where required by law. Our digital gift cards have no cash value.

You are responsible for the accuracy of the recipient information you provide. By submitting a request to send a gift card through the App, you represent and warrant to us that all of the information provided in connection with your request is complete and correct.

5. Data Charges

You are responsible for any mobile charges that you may incur from using our App. This includes data charges and charges for messaging, such as SMS. If you are unsure what those charges may be, you should ask your service provider before using our App.

By providing us with your mobile phone number you agree to receive messages from the Company related to the App, your account, and your use of the App. You may opt out of our messages by contacting us at support@congratz.io.

6. License to Use Your Content

The App lets you upload, send, receive, and store content. While you retain whatever ownership rights in that content you had to begin with, you agree to grant us a license to use that content. For all content you create using the App, or submit or make available to the App, you grant the Company and our affiliates a worldwide, royalty-free, sublicensable, and transferable license to host, store, cache, use, display, reproduce, modify, adapt, edit, publish, analyze, transmit, and distribute that content, including the name, image, likeness, or voice of anyone featured in it. This license is for the purpose of operating, developing, providing, promoting, and improving the App. This license includes a right for us to make your content available to, and pass these rights along to, service providers with whom we have contractual relationships related to the provision of the App, solely for the purpose of providing and improving the App.

We may access, review, screen, and delete your content at any time and for any reason, including to provide and develop the App or if we think your content violates these Terms or any applicable laws. However, you alone remain responsible for the content you create, upload, post, send, or store through the App.

7. Prohibited Uses

The App may only be used for lawful purposes. Transmission, distribution, or storage of any information, data or material in violation of any applicable law, regulation, ordinance or other rule imposed by any governmental authority, is prohibited.

We may decide not to authorize or settle any transaction that you submit to us if we believe that the transaction is in violation of any agreement or exposes you, other users, our service providers or the Company to harm. Harm includes fraud and other criminal acts. If we reasonably suspect that your account has been used for an unauthorized, illegal, or criminal purpose, you give us express authorization to share information about you, your account transactions, and any of your activity with law enforcement authorities.

The Company reserves the right to review, postpone, or cancel the purchase on the App or the dispersal of funds to any user at our discretion. Additionally, you represent and warrant that you

will not use the App, directly or indirectly, for any fraudulent undertaking or in any manner so as to interfere with the use of the App, and you will not use the App for: (a) any illegal activity; (b) adult entertainment oriented products or services, regardless of the manner or form of such products, including but not limited to escort services; (c) betting and gambling, including lottery tickets, casino gaming chips, off-track betting, and wagers at races; (d) infringing the rights of any person or entity, including, without limitation, through the use of viruses, time bombs, worms, Trojan horses, spyware, disabling devices, malicious code, or other harmful or deleterious computer code, files or programs; (e) transmitting, distributing, posting or submitting any information concerning any other person or entity, including without limitation, personal contact information or credit, debit, or account numbers; (f) collecting or storing any information about any other user other than for purposes of transacting as a user of the App; (g) registering for more than one user account or registering for a user account on behalf of an individual other than yourself; (h) impersonating any person or entity, or falsifying or otherwise misrepresenting yourself or your affiliation with any person or entity; (i) running automated scripts to collect information or otherwise interact with the App; or (j) advocating, encouraging, or assisting any third party in doing any of the foregoing.

Should you come across any suspicious activity that you suspect as being fraudulent, please report it to us immediately by calling 1-321-784-8333.

8. Privacy and Security

We will protect and use information provided by you as set forth in our Privacy Policy.

You agree not to violate or attempt to violate the security of the App, including, without limitation, (a) accessing data that is not intended for your use; (b) logging on to a server or account that you are not authorized to access; (c) probing, scanning or testing the vulnerability of any system or network related in any way to the App without proper authorization; (d) breaching security or authentication measures without proper authorization; (e) interfering with service to any host, network, other user, including without limitation, sending unsolicited texts, flooding, spamming, mail bombing, or crashing; (f) sending promotions and/or advertising products and/or services; or (g) attempting to do any of the preceding.

9. Content Moderation

Users produce much of the content in our App. Whether that content is posted publicly or sent privately, the content is the sole responsibility of the user that submitted it. Although we reserve the right to review, moderate, or remove all content that appears in the App, we do not guarantee that other users or the content they provide through the App will comply with these Terms or our other policies or guidelines.

You can report content produced by other users for violation of our Terms or other guidelines and policies by calling us at 1-321-784-8333.

10. Intellectual Property

We offer you access to the App and to the content available on the App, including certain graphics, images, text, trademarks, and logos (the "App Content") solely for your own personal

and noncommercial use. The App Content is the property of the Company and its licensors, and is protected in the United States and internationally under trademark, copyright, and other intellectual property laws. You agree not to modify, copy, frame, scrape, rent, lease, loan, sell, distribute, or create derivative works based on the App or the App Content, in whole or in part. You agree not to download, display, or use any App Content located on the App for use in any publications, in public performances, on websites other than this App for any other commercial purpose, in connection with products or services that are not those of the Company, in any other manner that is likely to cause confusion among consumers, that disparages or discredits the Company and/or its licensors, that dilutes the strength of the Company's or its licensors' property, or that otherwise infringes upon the Company's or its licensors' intellectual property rights.

If you are a trademark or copyright owner and you believe that your trademark or copyright rights have been violated, please contact us at 1-321-784-8333.

11. Assignment

You will not assign (including, without limitation, by operation of law, change of control, or otherwise) your rights or licenses to the App provided under these Terms, either in whole or in part, without the prior written consent of the Company. Any attempted assignment contrary to the foregoing will be void and have no effect. We may assign all or a portion of our rights under these Terms without notice to or consent from you.

12. Termination

You may terminate these Terms at any time by deleting your account. Upon closure of your account, we will cancel any pending transactions and erase the contents of your wallet. Any funds that we are holding in custody for you at the time of closure will be paid out to you in a reasonable time. If an investigation is pending at the time you close your account, we may hold your funds until you are determined to be entitled to some or all of the funds in dispute.

We reserve the right to suspend your access to the App and/or your account (including the funds in your account) at any time with or without notice, and without liability of any kind to you or any third party, if you (a) have violated these Terms, (b) pose an unacceptable risk to us, or (c) provide any false, incomplete, inaccurate, or misleading information or otherwise engage in fraudulent or illegal conduct.

If your account is terminated for any reason, you agree: (a) to continue to be bound by this Agreement; (b) to immediately stop using the App; (c) that we reserve the right, but have no obligation, to delete your information and account data stored on our servers; and (d) that the Company shall not be liable to you or any third party for termination of your access to the App or deletion of your information or account data.

You agree that you do not have any rights in this App and that the Company will have no liability to you if this App is discontinued or your ability to access the App or any content you may have posted on the App is terminated.

13. Disclaimers

THE APP IS PROVIDED “AS IS” AND “AS AVAILABLE” AND TO THE EXTENT PERMITTED BY LAW WITHOUT WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT. IN ADDITION, WHILE WE ATTEMPT TO PROVIDE A GOOD USER EXPERIENCE, WE DO NOT REPRESENT OR WARRANT THAT: (A) THE APP WILL ALWAYS BE SECURE, ERROR-FREE, OR TIMELY, (B) THE APP WILL ALWAYS FUNCTION WITHOUT DELAYS, DISRUPTIONS, OR IMPERFECTIONS, OR (C) THAT ANY CONTENT, USER CONTENT, OR INFORMATION YOU OBTAIN ON OR THROUGH THE SERVICES WILL BE TIMELY OR ACCURATE.

NEITHER WE NOR OUR AFFILIATES TAKE RESPONSIBILITY OR ASSUME LIABILITY FOR ANY CONTENT THAT YOU, ANOTHER USER, OR A THIRD PARTY CREATES, UPLOADS, POSTS, SENDS, RECEIVES, OR STORES ON OR THROUGH OUR SERVICES. YOU UNDERSTAND AND AGREE THAT YOU MAY BE EXPOSED TO CONTENT THAT MIGHT BE OFFENSIVE, ILLEGAL, MISLEADING, OR OTHERWISE INAPPROPRIATE, NONE OF WHICH WE OR OUR AFFILIATES WILL BE RESPONSIBLE FOR.

14. Limitation of Liability

TO THE MAXIMUM EXTENT PERMITTED BY LAW, WE AND OUR MANAGING MEMBERS, SHAREHOLDERS, EMPLOYEES, AFFILIATES, LICENSORS, AGENTS, AND SUPPLIERS WILL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR MULTIPLE DAMAGES, OR ANY LOSS OF PROFITS OR REVENUES, WHETHER INCURRED DIRECTLY OR INDIRECTLY, OR ANY LOSS OF DATA, USE, GOODWILL, OR OTHER INTANGIBLE LOSSES, RESULTING FROM: (A) YOUR ACCESS TO OR USE OF OR INABILITY TO ACCESS OR USE THE APP, (B) THE CONDUCT OR CONTENT OF OTHER USERS OR THIRD PARTIES ON OR THROUGH THE APP, OR (C) UNAUTHORIZED ACCESS, USE, OR ALTERATION OF YOUR CONTENT, EVEN IF WE HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. IN NO EVENT WILL OUR AGGREGATE LIABILITY FOR ALL CLAIMS RELATING TO THE SERVICES EXCEED THE GREATER OF \$100 USD OR THE AMOUNT YOU PAID US IN THE 12 MONTHS PRECEDING THE DATE OF THE ACTIVITY GIVING RISE TO THE CLAIM.

15. Indemnification

You agree to defend, indemnify, and hold harmless Company, its affiliates, and their officers, directors, employees, and agents from any claims, damages, liabilities, and expenses arising out of your use of the App or your violation of these Terms.

16. Governing Law

These Terms shall be governed by and construed in accordance with the internal substantive laws of the State of California, without giving effect to any principles of conflict of law of any jurisdiction.

17. Arbitration

You and the Company, including the Company's officers, directors, employees, contractors and service providers, agree that all claims and disputes (whether contract, tort, or otherwise), including all statutory claims and disputes, arising out of or relating to these Terms or the use of the App or any communications between you and the Company that are not brought in small claims court will be resolved by binding arbitration on an individual basis, except that you and the Company are not required to arbitrate any: (i) disputes or claims within the jurisdiction of a small claims court consistent with the jurisdictional and dollar limits that may apply, as long as it is an individual dispute and not a class action, (ii) disputes or claims where the only relief sought is injunctive relief, and (iii) disputes in which either party seeks equitable relief for the alleged unlawful use of copyrights, trademarks, trade names, logos, trade secrets, patents or other intellectual property rights. This provision shall be binding upon and enforceable against you, your estate, heirs, executors, administrators, successors and assigns, including any party who is deceased at the time the dispute arises.

If you have a dispute with the Company that is subject to arbitration, then prior to initiating arbitration, you agree to mail an individualized request ("Pre-Arbitration Demand") to aiCard, Inc., ATTN: Litigation Department, 500 Capitol Mall Suite 2350, Sacramento, CA 95814 so that we can work together to resolve the dispute. A Pre-Arbitration Demand is valid only if it pertains to, and is on behalf of, a single individual. A Pre-Arbitration Demand brought on behalf of multiple individuals is invalid as to all. The Pre-Arbitration Demand must include: (i) your name, (ii) your name, (iii) your telephone number, email address and mailing address or the name, telephone number, mailing address and email address of your counsel, if any, (iv) a description of your dispute, and (v) your signature. Likewise, if the Company has a dispute with you, the Company will send an email or text message with its individualized Pre-Arbitration Demand, including the requirements listed above, to the phone number associated with your account. If the dispute is not resolved within sixty (60) days of the date that you or the Company send your Pre-Arbitration Demand, arbitration may then be filed. You agree that compliance with this subsection is a condition precedent to commencing arbitration, and that the arbitrator shall dismiss any arbitration filed without fully and completely complying with these informal dispute resolution procedures. Notwithstanding any other provision of these Terms, the party against whom an arbitration has been filed has the right to seek a judicial declaration in court regarding whether the arbitration should be dismissed for failure to comply with the informal dispute resolution process set forth in this section.

The Federal Arbitration Act, including its procedural provisions, governs the interpretation and enforcement of this dispute-resolution provision, and not state law. If, after completing the informal dispute resolution process described above, you or the Company wishes to initiate arbitration, the arbitration will be conducted by American Arbitration Association ("AAA"). The rules of the arbitral forum will govern all aspects of this arbitration, except to the extent those rules conflict with these Terms. The arbitration will be conducted by a single neutral arbitrator. The arbitrator may issue orders (including subpoenas to third parties, to the extent permitted by law) allowing the parties to conduct discovery sufficient to allow each party to prepare that party's claims and/or defenses, taking into consideration that arbitration is designed to be a speedy and efficient method for resolving disputes. Any claims or disputes where the total amount sought is less than \$10,000 USD may be resolved through binding non-appearance-based arbitration, at the option of the party seeking relief. For claims or disputes where the total amount sought is \$10,000 USD or more, the right to a hearing will be determined by the arbitral

forum's rules. Any judgment on the award rendered by the arbitrator may be entered in any court of competent jurisdiction.

If non-appearance arbitration is elected, the arbitration will be conducted by telephone, online, written submissions, or any combination of the three; the specific manner will be chosen by the party initiating the arbitration. The arbitration will not involve any personal appearance by the parties or witnesses unless the parties mutually agree otherwise.

If the Company is the party initiating an arbitration against you, we will pay all costs associated with the arbitration, including the entire filing fee. If you are the party initiating an arbitration against the Company, you will be responsible for the nonrefundable Initial Filing Fee.

The arbitrator will decide the jurisdiction of the arbitrator and the rights and liabilities, if any, of you and the Company. The dispute will not be consolidated with any other matters or joined with any other cases or parties. The arbitrator will have the authority to grant motions dispositive of all or part of any claim or dispute. The arbitrator will have the authority to award monetary damages and to grant any non-monetary remedy or relief available to an individual under law, the arbitral forum's rules, and the Terms. The arbitrator will issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The arbitrator has the same authority to award relief on an individual basis that a judge in a court of law would have. The award of the arbitrator is final and binding upon you and the Company.

18. Jury Waiver

YOU AND THE COMPANY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO GO TO COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY.

19. Class-Action Waiver

ALL CLAIMS AND DISPUTES WITHIN THE SCOPE OF THIS ARBITRATION AGREEMENT MUST BE ARBITRATED OR LITIGATED ON AN INDIVIDUAL BASIS AND NOT ON A CLASS BASIS. CLAIMS OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR LITIGATED JOINTLY OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. IF THIS CLASS ACTION WAIVER IS LIMITED, VOIDED, OR FOUND UNENFORCEABLE, THEN, UNLESS THE PARTIES MUTUALLY AGREE OTHERWISE, THE PARTIES' AGREEMENT TO ARBITRATE SHALL BE NULL AND VOID WITH RESPECT TO SUCH PROCEEDING SO LONG AS THE PROCEEDING IS PERMITTED TO PROCEED AS A CLASS ACTION. IN SUCH CIRCUMSTANCES, ANY PUTATIVE CLASS, PRIVATE ATTORNEY GENERAL, OR CONSOLIDATED OR REPRESENTATIVE ACTION THAT IS PERMITTED TO PROCEED MUST BE BROUGHT IN A COURT OF PROPER JURISDICTION AND NOT IN ARBITRATION.

20. Exclusive Venue

To the extent that these Terms allow you or the Company to initiate litigation in a court, both you and the Company agree that, except for a claim that may be brought in small claims court, all claims and disputes (whether contract, tort, or otherwise), including statutory claims and

disputes, arising out of or relating to the Terms or the use of the App will be litigated exclusively in the United States District Court for the Central District of California. You and the Company consent to the personal jurisdiction of this court.

21. Severability

If any provision of these Terms is found invalid, you agree that the remainder of the Terms shall be enforceable.

22. Final Terms

These Terms make up the entire agreement between you and the Company with respect to your use of the App and supersedes any other agreement, proposals and communications, written or oral, between the Company and you.

23. Changes to These Terms

We reserve the right to update these Terms from time to time. We will notify you of any changes by posting the new Terms on our website and in the App, and updating the "Effective" date at the top. We encourage you to review the Terms periodically to ensure you understand your use of the App. If you continue to use the App once the changes come into effect, we will take that as your acceptance.

24. Contact Us

If you have any questions about these Terms, you can contact us:

- By filling out this online form: <https://www.sunrise.bank/contact-us>
- By phone number: 1-321-784-8333
- By mail: 500 Capitol Mall Suite 2350, Sacramento, CA 95814