

# KARTA TERMS OF SERVICE

Effective Date: August 28, 2026

Welcome to Karta. These Terms of Service (“Terms”) govern your access to and use of the website located at [www.conkarta.com](http://www.conkarta.com) (the “Website”), Karta’s mobile application, concierge services, and related offerings (collectively, the “Services”).

By accessing or using the Services — whether as an individual consumer or as a Business Account Holder or Business Administrator acting on behalf of a legal entity — you agree to be bound by these Terms. Your use of the Services is also subject to our Privacy Policy, which describes how Karta collects, uses, discloses, and protects personal information. By using the Services, you acknowledge and agree to the practices described in the Privacy Policy.

If you do not agree, do not use the Services.

## 1. DEFINITIONS

“Authorized User” means an individual (e.g., an employee or officer) authorized by the Business Account Holder or Company Administrator to use a Karta Card issued under the Business Account.

“Business Account” means a Card Account established by Karta and held by a legal entity (corporation, LLC, or other business entity), pursuant to the Business Program, for the purpose of granting Authorized Users a Karta Card to authorize and record transactions, subject to the spending limit established by Karta.

“Business Account Holder” means the legal entity that has been approved by Karta and/or the Issuing Bank to hold a Business Account.

“Business Program” means Karta’s corporate card program offered to eligible U.S.-incorporated business entities, operating on the Visa network through the Issuing Bank.

“Card Account” means the account established by Karta in connection with your Karta Account for the purpose of authorizing and recording transactions made using a Card, subject to the spending limit established by Karta.

“Company Administrator” means the individual designated by the Business Account Holder to manage the Business Account, including adding and removing Authorized Users and managing spending controls.

“Concierge Services” means travel booking, lifestyle coordination, and related facilitation services available to holders of the Karta Card.

“Issuing Bank” means the regulated financial institution that issues the Karta Card.

“Karta,” “we,” “us,” and “our” mean Karta Inc. and its affiliates.

“Karta Card” means the payment card issued by the Issuing Bank in connection with the Services.

“KYB” (Know Your Business) means the business identity and entity verification process required for Business Account applications.

“User,” “you,” and “your” mean any person or legal entity accessing or using the Services, including individual consumers and Business Account Holders.

## **2. COMPLIANCE WITH LAWS**

Your access to and use of the Services is subject to all applicable international, federal, state, and local laws and regulations.

You agree not to use the Services in any manner that violates applicable law, including sanctions laws, anti-money laundering laws, anti-corruption laws, and financial crimes regulations.

Business Account Holders and Company Administrators are additionally responsible for ensuring that all Authorized Users comply with these Terms and with applicable law. Business Account Holders agree to implement and maintain internal controls reasonably designed to prevent unauthorized or unlawful use of Cards issued under the Business Account.

## **3. SANCTIONS COMPLIANCE**

You may not access or use the Services if you are located in, organized in, or a resident of any jurisdiction subject to U.S. embargo, or if you are listed on any U.S. government restricted or prohibited parties list. You agree to comply with all applicable export control and sanctions laws in connection with your use of the Services.

You represent and warrant that you are not subject to sanctions administered or enforced by the United States Department of the Treasury’s Office of Foreign Assets Control (OFAC) or any other applicable sanctions authority, and that you are not acting on behalf of any such person or entity.

Business Account Holders additionally represent and warrant that: (i) the legal entity itself is not organized in, or subject to the laws of, a jurisdiction subject to U.S. embargo; (ii) no beneficial owner holding 25% or more of the entity is listed on any OFAC or equivalent sanctions list; and (iii) the entity is not formed for the purpose of evading sanctions or other applicable law.

## **4. ELIGIBILITY**

### **4.1 Individual (Consumer) Accounts**

To open an individual consumer Card Account, you must:

- Be at least 18 years old.
- Have legal capacity to enter binding agreements.
- Provide accurate and complete information.
- Satisfy asset verification, underwriting, and eligibility criteria established by Karta and/or the Issuing Bank in their sole discretion.
- Reside in a jurisdiction where the Services are lawfully available.

### **4.2 Business Accounts (Business Program Only)**

To open a Business Account, the applying entity must:

- Be a legal entity (corporation, LLC, or equivalent) duly incorporated and registered in the jurisdiction(s) in which it operates.
- Have a valid tax identification number.
  - Designate a Company Administrator who is at least 18 years old, has legal capacity to bind the entity, and can provide valid identity documentation.
  - Satisfy KYB verification, asset verification, underwriting, and eligibility criteria established by Karta and/or the Issuing Bank in their sole discretion.
  - Not be listed on any U.S. government restricted or prohibited parties list.

Karta reserves the right to request updated financial and entity documentation at any time. Failure to provide requested information may result in suspension or termination of use of the Card.

The Services are intended solely for users located in jurisdictions where such Services may lawfully be offered and accessed. Karta makes no representation that the Services are appropriate or available in any particular jurisdiction. Access to the Services from jurisdictions where such access is illegal or unauthorized is prohibited.

Karta reserves the right, in its sole discretion and at any time, to restrict, suspend, or refuse access to the Services in any jurisdiction.

### **4.3 Verification and Account Review**

Karta and/or the Issuing Bank may:

- Request updated financial verification.

- Conduct identity reviews.
- Freeze accounts pending investigation.
- Report suspicious activity as required by law.

For Business Accounts, Karta and/or the Issuing Bank may additionally: Page 3 of 19

- request updated entity documentation (articles of incorporation, operating agreements, beneficial ownership certifications).
- conduct periodic KYB re-verification.
- require the Business Account Holder to certify changes in beneficial ownership or corporate structure. The Business Account Holder agrees to promptly notify Karta of any material changes to the entity's legal structure, ownership, or business activities.

You consent to such verification processes.

#### **4.4 Artificial Intelligence and Automated Processing**

Karta may use artificial intelligence ("AI"), machine learning, optical character recognition, and other automated technologies to assist in providing, maintaining, securing, and improving the Services. These technologies may be used to process information and documentation you provide, including in connection with:

- identity verification (KYC) and business verification (KYB);
- beneficial ownership verification;
- sanctions, politically exposed person (PEP), and watchlist screening; • anti-money laundering, fraud detection, cybersecurity, and other compliance activities;
- document review, extraction, classification, translation, and validation;
- ongoing customer due diligence and account monitoring;
- account maintenance, customer support, and operational administration; and
- improving the accuracy, efficiency, and security of the Services.

AI and other automated technologies are used solely to assist Karta and its service providers in processing and analyzing information. Karta does not rely solely on AI to make decisions regarding customer eligibility, account approval, suspension, termination, or other material account actions. Final decisions are made in accordance with Karta's policies, applicable law, and, where applicable, the requirements of the Issuing Bank.

Karta may use AI technologies developed by Karta or provided by carefully selected third-party service providers that process information on Karta's behalf and are contractually required to protect customer information.

### **5. RELATIONSHIP WITH ISSUING BANK**

The Karta Card is issued by a regulated financial institution (the "Issuing Bank")

pursuant to a separate Cardholder Agreement between you and such Issuing Bank. The identity of the Issuing Bank and applicable card network will be disclosed in the Cardholder Agreement and on the back of your Karta Card.

The Issuing Bank, and not Karta, is solely responsible for extension of credit and compliance with applicable banking laws and regulations relating to the Karta Card.

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Karta is not a bank. Karta does not extend credit, accept deposits, or hold customer funds. Karta provides technology, administrative, and program management services in connection with the Services.

Karta is licensed as a Consumer Collection Agency in the State of Florida (License No. CCA9905133). This license authorizes Karta to engage in the collection of consumer debts in Florida in accordance with the Florida Consumer Collection Practices Act and other applicable law, and it applies solely to the collection of consumer debts as defined under applicable Florida and federal law. Collection activity undertaken by Karta in connection with Business Accounts and amounts owed by Business Account Holders or Authorized Users arising from commercial or business use of the Karta Card is not subject to the Florida Consumer Collection Practices Act and is instead governed by applicable commercial law. Business Account Holders acknowledge that they are not entitled to the consumer protections afforded under consumer laws with respect to their Business Account obligations.

In the event of any conflict between these Terms and the Cardholder Agreement, the Cardholder Agreement controls with respect to card functionality, financial obligations, interest, fees, credit terms, rewards, and dispute resolution relating to the Karta Card.

Dispute resolution relating to the Karta Card shall be governed exclusively by the dispute resolution and arbitration provisions contained in the Cardholder Agreement.

For Business Accounts, references to “Cardholder Agreement” include both the Karta Corporate Card Terms (Business Program) and the Karta Authorized User Terms (Business Program). In the event of a conflict among those two documents and/or these Terms, the governing document shall be determined in the following order: (i) Karta Corporate Card Terms, (ii) Karta Authorized User Terms, and (iii) these Terms.

## **6. KARTA SERVICES**

### **6.1 Karta Concierge**

Karta provides concierge services via WhatsApp and other communication channels. Certain concierge features and responses may be powered by AI or other automated technologies, and responses may vary and may be incomplete, inaccurate, or unavailable. Customers are responsible for reviewing and confirming all information, recommendations, reservations, purchases, transfers, or other actions before relying on or authorizing them. You acknowledge that AI-generated content may contain errors, omissions, or outdated information and should not be relied upon as the sole basis for any decision.

Karta acts solely as a facilitator in coordinating arrangements with third-party travel providers, airlines, hotels, restaurants, merchants, event operators, and other service providers. Such third parties are independent contractors and are not agents, employees, or representatives of Karta. Concierge services and requests may be fulfilled or supported by third-party providers. Karta does not control and is not responsible for the acts, errors, omissions, representations, warranties, breaches,

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delays, cancellations, negligence, or performance of any third-party provider and does not guarantee the availability, accuracy, quality, completion, or outcome of any concierge request, reservation, booking, recommendation, product, or service.

Karta may refuse, delay, modify, or cancel concierge requests at its discretion, including for fraud prevention, compliance, operational, legal, security, or availability reasons. Concierge services are provided for convenience only and do not constitute legal, tax, investment, financial, medical, or other professional advice.

To the fullest extent permitted by law, Karta disclaims liability for any loss, damage, injury, delay, expense, disruption, or claim arising from or related to concierge services, third-party services, customer reliance on concierge responses or recommendations, travel or transportation disruptions, supplier negligence, acts of God, labor disputes, government actions or restrictions, or the acts or omissions of any third-party provider.

## **6.2 Karta Cash**

Karta Cash enables peer-to-peer transfers between eligible Karta customers and, in limited circumstances, bank transfers, each of which are facilitated by third-party financial institutions and licensed money transmitters. Availability of Karta Cash may be subject to eligibility requirements, transaction limits, geographic restrictions, fraud prevention reviews, sanctions screening, and other compliance requirements, which may change at any time without notice. Karta Cash is not available for Business Accounts or Karta World Elite Mastercard. Karta Cash cannot be used toward your statement balance.

The fee for Karta Cash transactions is 3% of the transaction amount.

Karta Cash transfers are subject to a maximum aggregate withdrawal limit of USD \$3,000, per day and per month. Such limits may be lower than your available spending limit and may be modified, suspended, or restricted at any time for risk management, fraud prevention, or compliance reasons.

Transfer processing times may vary, and transfers may be delayed, declined, frozen, reversed, or canceled for compliance, operational, fraud prevention, security, legal, or technical reasons. Customers are solely responsible for verifying recipient information, account details, and transfer instructions before authorizing a transaction. Once submitted, transfers may not be reversible.

Karta is not a bank or licensed money transmitter and relies on third-party providers to

facilitate Karta Cash transactions. To the fullest extent permitted by law, Karta disclaims liability for delays, processing errors, failed transfers, system outages, or acts or omissions of third-party financial institutions, money transmitters, or other service providers.

### **6.3 Third-Party Products and Services**

Karta may provide access to offers, perks, rewards, experiences, merchant promotions, or other products and services offered by third parties (“Third-Party Benefits”). Third-Party Benefits are provided and managed by the applicable third-party provider, not by Karta. Availability, eligibility, and terms of Third-Party Benefits may change at any time without notice.

Karta is not responsible for the delivery, quality, safety, legality, availability, or performance of any Third-Party Benefit and does not guarantee any results or outcomes related to such benefits or services. Any issues, disputes, claims, or requests related to a Third-Party Benefit must be directed to the applicable third-party provider. To the fullest extent permitted by law, Karta disclaims liability for any loss, damage, delay, injury, or expense arising from or related to your use of or reliance on any Third-Party Benefit.

### **6.4 Optional Installment Features**

From time to time, Karta may make available optional installment, deferred payment, or “buy now, pay later” features (“Installment Features”) through the Services. Installment Features are not available for Business Accounts or on transactions for ATM withdrawals or Karta Cash.

Installment Features, if offered, are subject to eligibility requirements, underwriting or account review, and additional terms and conditions. Approval is not guaranteed. Availability may vary by customer, transaction type, jurisdiction, and other factors, and may be modified, limited, suspended, or discontinued at any time.

Any installment or financing arrangement will be governed by separate terms and conditions and applicable financial disclosures setting forth repayment terms, payment schedules, fees, interest or finance charges (if any), default provisions, and other legally required disclosures. In the event of any conflict between these Terms and the applicable installment or financing agreement, the installment or financing agreement will control with respect to the applicable Installment Feature.

Karta may rely on third-party financial institutions or service providers in connection with Installment Features. To the fullest extent permitted by law, Karta disclaims liability for delays, unavailability, declined transactions, or acts or omissions of third-party providers related to Installment Features.



## **7. ACCOUNT SECURITY AND SECURE AREAS**

You are responsible for maintaining confidentiality of login credentials. Unauthorized access may result in civil and criminal liability.

You are responsible for all activity occurring under your account, whether or not authorized by you, except to the extent resulting from Karta's gross negligence or willful misconduct.

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You agree not to:

- Circumvent authentication systems.
- Access restricted areas without authorization.
- Attempt penetration testing without written consent.
- Interfere with system security.
- Reverse engineer the Services.

Karta reserves the right to investigate and cooperate with law enforcement authorities.

Business Account Holders and Company Administrators are responsible for all activity occurring under the Business Account, including activity by Authorized Users. Business Account Holders are responsible for promptly revoking access of any Authorized User who is no longer authorized to use a Card (e.g., upon termination of employment). Karta shall not be liable for charges incurred by a former Authorized User whose access was not timely revoked.

## **8. PROHIBITED CONDUCT**

You agree not to:

- Use the Services for unlawful purposes.
- Engage in fraud or misrepresentation.
- Upload malware or harmful code.
- Scrape, harvest, or data-mine content.
- Frame, mirror, or deep-link to the Services without written consent.
- Cache or archive Services content without authorization.
- Impersonate another individual or entity.
- Submit false financial documentation.

Karta reserves all rights and remedies available at law and in equity, including injunctive relief.

## **9. BUSINESS ACCOUNTS (BUSINESS PROGRAM ONLY)**



This Section 9 applies exclusively to Business Account Holders and Authorized Users under the Business Program. Individual (consumer) cardholders are not subject to this Section.

The rights, obligations, and operational requirements governing Business Accounts (including the roles and responsibilities of the Company Administrator, the issuance and management of Cards to Authorized Users, business use requirements, due diligence and ongoing compliance monitoring, and Business Account liability) are governed exclusively by the Karta Corporate Card Terms (Business Program) and the Karta

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Authorized User Terms (Business Program), each of which is incorporated herein by reference.

In the event of any conflict between these Terms and either of those documents with respect to Business Account matters, the order of precedence set forth in Section 5 of these Terms shall control.

Business Account Holders and Authorized Users are encouraged to review those documents carefully, as they contain material obligations, liability provisions, and dispute resolution requirements applicable to their use of the Karta Card and Card Services.

## **10. INTELLECTUAL PROPERTY**

All content, trademarks, logos, service marks, software, and design elements related to the Services are owned by Karta or its licensors.

You agree not to copy, modify, distribute, create derivative works, or reverse engineer any intellectual property of Karta or the Services, without prior written consent. If you provide Karta with any suggestions, ideas, comments, or other feedback regarding the Services, Karta may use such feedback for any purpose without restriction or compensation to you.

Except for the limited rights expressly granted under these Terms, Karta reserves all rights, title, and interest in and to the Services and related intellectual property.

## **11. THIRD-PARTY SERVICES AND LINKS**

The Services may link to third-party platforms including travel providers, merchants, messaging platforms (including WhatsApp), and financial institutions.

Karta does not:

- Control third-party websites.
- Endorse third-party content.
- Guarantee security of external platforms.

Accessing third-party services is at your own risk. Karta shall not be liable for any loss or damage arising from your use of or reliance upon any third-party services.

Internet transmissions may be intercepted, corrupted, or lost. Karta disclaims liability for such risks.

## **12. ADVERTISER AND PARTNER DEALINGS**

Your interactions with merchants, travel suppliers, or promotional partners are solely between you and such third parties.

Karta is not responsible for any actions or omissions of such third parties, including but not limited to:

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- Pricing errors.
- Service quality.
- Delivery failures.
- Disputes with merchants.

## **13. COOKIE AND TRACKING TECHNOLOGIES**

Karta uses cookies and similar technologies to authenticate users, improve performance, and analyze traffic, among other purposes.

You may disable cookies via browser settings, though some features may not function properly. See our Privacy Policy for details.

## **14. DISCLAIMER OF WARRANTIES**

THE SERVICES ARE PROVIDED “AS IS” AND “AS AVAILABLE.”

KARTA DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING:

- MERCHANTABILITY.
- FITNESS FOR A PARTICULAR PURPOSE.
- NON-INFRINGEMENT.
- SECURITY.
- ERROR-FREE OPERATION.

Karta does not guarantee uninterrupted service.

You acknowledge that you have not relied on any representation or warranty not expressly set forth in these Terms, including statements in marketing materials.

For disclaimers of warranties applicable to the Karta Card and Card Services, including those made by the Issuing Bank, please refer to the applicable Cardholder Agreement.

## **15. LIMITATION OF LIABILITY**

TO THE MAXIMUM EXTENT PERMITTED BY LAW, KARTA AND ITS AFFILIATES, OFFICERS, DIRECTORS, EMPLOYEES, AGENTS, AND LICENSORS SHALL NOT BE LIABLE FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, SPECIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION LOSS OF PROFITS, LOSS OF REVENUE, LOSS OF DATA, LOSS OF GOODWILL, BUSINESS INTERRUPTION, OR PROCUREMENT OF SUBSTITUTE SERVICES, ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

TO THE MAXIMUM EXTENT PERMITTED BY LAW, KARTA'S TOTAL AGGREGATE LIABILITY ARISING OUT OF OR RELATING TO THE SERVICES OR THESE TERMS, WHETHER IN CONTRACT, TORT (INCLUDING NEGLIGENCE), STRICT LIABILITY, OR OTHERWISE, SHALL NOT EXCEED THE LESSER OF:

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(A) \$1,000 USD; OR

(B) THE TOTAL FEES PAID BY YOU TO KARTA FOR THE SERVICES DURING THE TWELVE (12) MONTHS PRECEDING THE EVENT GIVING RISE TO THE CLAIM.

THE LIMITATIONS IN THIS SECTION APPLY REGARDLESS OF THE THEORY OF LIABILITY AND EVEN IF ANY REMEDY FAILS OF ITS ESSENTIAL PURPOSE.

This Section governs Karta's liability to you with respect to the platform, technology, and non-card Services only. Liability limitations applicable to the Issuing Bank and Card Services are governed exclusively by the applicable Cardholder Agreement. To the extent any claim involves both platform Services and Card Services, the applicable cap shall be determined by the nature of the underlying claim, and in no event shall Karta's aggregate liability under both this Section and the Cardholder Agreement exceed the greater of the two applicable caps.

## **16. INDEMNIFICATION**

You agree to indemnify, defend, and hold harmless Karta and its affiliates, officers, directors, employees, and agents from and against any claims, liabilities, damages, losses, and expenses (including reasonable attorneys' fees) arising out of or relating to:

- (i) your use or misuse of the Services;
- (ii) your violation of applicable law; or
- (iii) your breach of these Terms.

For indemnification obligations relating to the Karta Card and Card Services, including indemnification running to the Issuing Bank, please refer to the applicable Cardholder Agreement.

## **17. NO FIDUCIARY RELATIONSHIP**

Karta is not a fiduciary, trustee, investment adviser, broker-dealer, or financial adviser. Nothing in these Terms or the Services creates any fiduciary, advisory, agency, partnership, or joint venture relationship between you and Karta. You agree that Karta provides administrative and technology services only and does not undertake to act in your best interests beyond its contractual obligations.

## **18. NO INVESTMENT OR FINANCIAL ADVICE**

The Services do not constitute investment, financial, tax, legal, or accounting advice. Any information provided through the Services is for informational purposes only and should not be relied upon as professional advice. You are solely responsible for your financial decisions.

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## **19. ELECTRONIC COMMUNICATIONS CONSENT**

You consent to receive communications from Karta electronically, including via email, website postings, and in-app notifications, in connection with your use of the platform and non-card Services. You agree that electronic signatures, consents, and records have the same legal effect as paper records and handwritten signatures. Electronic communications from Karta satisfy any legal requirement that communications be in writing.

For Business Accounts, electronic communications directed to the Company Administrator's designated contact information are deemed received by the Business Account Holder. The Business Account Holder is responsible for ensuring that contact information for the Company Administrator is kept current.

Electronic communications consent applicable to the Karta Card and Card Services, including consent to auto-dialed calls, WhatsApp messages, prerecorded voice messages, and call recording, is governed by the Communications provisions of the applicable Cardholder Agreement, which contains additional rights and obligations and should be reviewed carefully.

Your use of WhatsApp is subject to the terms, privacy policies, and practices of WhatsApp and its affiliates. Message and data rates may apply. Karta does not control and is not responsible for the availability, performance, security, or operation of WhatsApp, mobile carriers, internet service providers, or other third-party communication channels, including any delays, outages, failed delivery of messages, or interruptions in service.

## **20. DISPUTE RESOLUTION**

### **20.1 Card-Related Disputes**

Disputes, claims, or controversies arising out of or relating to the Karta Card, your Card Account, credit issuance, billing, payments, finance charges, rewards, benefits, or any matter governed by the Cardholder Agreement (“Card Disputes”) shall be resolved exclusively in accordance with the dispute resolution and arbitration provisions contained in the Cardholder Agreement.

Karta is an express third-party beneficiary of the Cardholder Agreement’s dispute resolution, arbitration, limitation of liability, and disclaimer provisions and may invoke and rely on those provisions to the extent applicable to disputes involving Karta.

## **20.2 Platform Disputes — Binding Arbitration**

PLEASE READ THIS SECTION CAREFULLY. IT AFFECTS YOUR RIGHTS.

Disputes, claims, or controversies arising out of or relating solely to your use of Karta’s website, mobile application, technology platform, Concierge Services not governed by

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the Cardholder Agreement, or other non-card services (“Platform Disputes”) shall be resolved by binding arbitration, except as expressly provided below.



You and Karta agree that any and all Platform Disputes shall be resolved exclusively by final and binding arbitration, unless you opt out of arbitration in accordance with subsection (g) below or your claim qualifies for small claims court.

By agreeing to arbitration, you and Karta waive the right to a trial by judge or jury and waive the ability to participate in any class, representative, or consolidated proceeding.

This arbitration agreement is governed by the Federal Arbitration Act (FAA) and applies to the fullest extent permitted by law.

#### (b) Informal Resolution Requirement

Before initiating arbitration, you agree to first provide written notice of the dispute to [compliance@conkarta.com](mailto:compliance@conkarta.com) describing the nature of the dispute and the relief sought.

If Karta responds within ten (10) business days indicating a willingness to resolve the dispute, both parties agree to engage in good faith discussions for at least thirty (30) days before initiating arbitration.

Failure to comply with this informal resolution process may result in dismissal of the claim and an award of costs and fees to the non-breaching party.

#### (c) Arbitration Procedure

You and Karta agree to resolve any Platform Disputes that are not resolved informally as described above, through final and binding arbitration as discussed herein.

Arbitration shall be administered by the American Arbitration Association (AAA) under its Consumer Arbitration Rules for consumer Card Accounts and under its Commercial Arbitration Rules for Business Accounts.

Arbitration will proceed on an individual basis and will be handled by a single arbitrator, unless otherwise required. The arbitrator will be a licensed attorney or retired judge and will be selected by the parties from the AAA's roster of arbitrators. If the parties cannot agree on an arbitrator, the AAA will appoint one in accordance with its rules.

The arbitrator may award any remedies available under applicable law, subject to enforceable limitations in these Terms.

#### (d) Location and Format of Arbitration

Arbitration shall be conducted:

- In Miami-Dade County, Florida, or
- By videoconference, telephonically, or other remote means, at your election.

The arbitration shall be conducted in the English language.

#### (e) Costs and Fees



Fees and costs of arbitration shall be allocated in accordance with the applicable AAA Rules, provided that the prevailing party may recover reasonable attorneys' fees and costs to the extent permitted by applicable law.

(f) Class Action Waiver

To the maximum extent permitted by law, all Platform Disputes must be brought on an individual basis only.

You and Karta agree not to:

- Bring claims as a plaintiff or class member in a class or representative action.
- Participate in consolidated or coordinated proceedings.

If this class action waiver is found to be invalid or unenforceable, then neither you nor Karta shall be entitled to arbitration, and any such claims shall be brought in a court of competent jurisdiction as set forth in subsection (j).

(g) Right to Opt Out

You have the right to opt out of this arbitration agreement by notifying Karta within sixty (60) days of first accepting these Terms.

To opt out, you must contact Karta through its designated WhatsApp support channel at (786) 746-7873 (available to users after account activation).

Any opt-out request submitted after this period or through other methods will be ineffective. Opting out of arbitration will not affect any prior or pending disputes.

(h) Small Claims Exception

Notwithstanding the foregoing, either party may bring an individual claim in small claims court if the claim qualifies.

(i) Jury Trial Waiver

If for any reason a Platform Dispute proceeds in court rather than arbitration, both parties knowingly and irrevocably waive any right to a jury trial.

(j) Venue for Court Proceedings

To the extent a Platform Dispute is permitted to proceed in court (including to enforce or confirm an arbitration award), such proceeding shall be brought exclusively in the state or federal courts located in Miami-Dade County, Florida, and each party irrevocably consents to the jurisdiction of such courts.

(k) Confidentiality

All arbitration proceedings, including their existence, content, and outcome, shall be kept confidential except as required to enforce an award or as otherwise required by law.

#### (I) Equitable Relief

Notwithstanding the foregoing, Karta may seek injunctive or equitable relief in any court of competent jurisdiction to protect its intellectual property, confidential information, or security interests.

### **21. SEVERABILITY**

If any provision of these Terms is held invalid or unenforceable, such provision shall be enforced to the maximum extent permissible and the remaining provisions shall remain in full force and effect.

### **22. NO WAIVER**

Karta's failure to enforce any provision of these Terms shall not constitute a waiver of such provision or any other provision. Any waiver must be in writing and signed by an authorized representative of Karta.

### **23. GOVERNING LAW**

These Terms and your access to and use of the Services (other than any credit-related rights or obligations governed by the Cardholder Agreement) shall be governed by and construed in accordance with the laws of the State of Florida, without regard to its conflict-of-law principles, except to the extent preempted by applicable federal law.

For the avoidance of doubt, disputes, claims, or controversies relating to the Karta Card, your Card Account, or any credit-related matter governed by the Cardholder Agreement shall be governed by the governing law specified in the Cardholder Agreement, and such governing law shall control with respect to those matters.

### **24. ENTIRE AGREEMENT**

These Terms, together with the applicable Cardholder Agreement (including, for Business Account Holders, the Karta Corporate Card Terms and the Authorized User Terms), any separate installment or financing agreement governing Installment Features, and the Privacy Policy, constitute the entire agreement between you and Karta regarding access to and use of the Services and supersede all prior or contemporaneous understandings relating thereto.

For the avoidance of doubt, any credit-related rights and obligations, including those relating to the Karta Card or any Installment Features, are governed exclusively by the applicable Cardholder Agreement or separate financing agreement, and such agreements shall control in the event of any conflict with these Terms.

### **25. THIRD-PARTY BENEFICIARIES**

Except as expressly provided with respect to the Issuing Bank, nothing in these Terms creates any third-party beneficiary rights in any person or entity that is not a party to these Terms.

## **26. TERMINATION & SUSPENSION**

Karta may modify, suspend, restrict, freeze, delay, limit, or terminate access to any Service, account, feature, transaction, transfer, concierge request, or Third-Party Benefit at any time for compliance, fraud prevention, risk management, legal, operational, security, or reputational reasons.

Karta may modify, suspend, discontinue, or remove any portion of the Services, features, functionality, Third-Party Benefits, Concierge Services, Karta Cash, or Installment Features at any time and without liability.

## **27. FORCE MAJEURE**

Karta shall not be liable for any failure, interruption, or delay in performance of the Services arising out of or caused by events beyond its reasonable control ("Force Majeure Event"), including but not limited to:

- Acts of God.
- Natural disasters.
- Fire, flood, earthquake, hurricane, or other severe weather events.
- War, terrorism, civil unrest, or governmental actions.
- Changes in law or regulation.
- Sanctions or embargoes.
- Labor disputes or strikes.
- Telecommunications or internet service disruptions.
- Power outages.
- Failure of payment networks, banking partners, or third-party service providers.
- Cybersecurity incidents not resulting from Karta's gross negligence or willful misconduct.
- Pandemics or public health emergencies.

During any Force Majeure Event, Karta's obligations under these Terms shall be suspended for the duration of the event. Such suspension shall not constitute a breach of these Terms.

Karta shall use commercially reasonable efforts to resume performance as soon as practicable following the conclusion of the Force Majeure Event.

## **28. SURVIVAL**

The following sections survive termination:

- Relationship with Issuing Bank.
- Intellectual Property.
- Disclaimer of Warranties.

- Limitation of Liability.

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- Indemnification.
- No Fiduciary Relationship.
- No Investment or Financial Advice.
- Electronic Communications Consent.
- Dispute Resolution.
- Severability.
- No Waiver.
- Governing Law.
- Third-Party Beneficiaries.
- Force Majeure.
- And any other provisions that by their nature should survive termination or expiration of these Terms of Service.

## **29. FORWARD-LOOKING STATEMENTS**

Any statements regarding future services, features, or financial projections are forward-looking and subject to risks and uncertainties.

Karta undertakes no obligation to update such statements.

## **30. CHANGES TO TERMS**

Karta may modify these Terms at any time. Updated Terms will be posted on the website at [www.conkarta.com](http://www.conkarta.com) with a revised Effective Date. Your continued access to or use of the Services after the Effective Date of the revised Terms constitutes acceptance of the updated Terms.

For Business Accounts, the Company Administrator's continued use of the Services after the Effective Date of any revised Terms constitutes acceptance on behalf of the Business Account Holder and all Authorized Users.

## **31. ASSIGNMENT**

You may not assign or transfer these Terms or any rights or obligations hereunder without Karta's prior written consent.

Business Account Holders may not assign or transfer their Business Account or any rights thereunder to a successor entity or third party without Karta's prior written consent, which may be withheld in Karta's sole discretion.

Karta may assign these Terms without restriction, including in connection with a merger, acquisition, corporate reorganization, or sale of assets.

## **32. NOTICES**

Except as otherwise provided, any legal notice required under these Terms must be provided in writing and delivered by email, certified mail or nationally recognized courier to the address listed in Section 33.

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### **33. COUNTRY-SPECIFIC ADDENDA**

Certain jurisdictions in which the Services are offered are subject to additional legal, regulatory, or operational requirements. Where applicable, Karta publishes country-specific addenda ("Country Addenda") that apply solely to clients located in the relevant jurisdiction and are incorporated into these Terms by reference.

Clients located in Brazil are subject to the Terms of Service Addendum for Brazil, available at <https://content.conkarta.com/docs/karta-terms-of-service-brazil-adendum-august.pdf>, which is incorporated into these Terms by reference. In the event of any conflict between these Terms and a Country Addendum, the Country Addendum shall control solely with respect to clients located in the relevant jurisdiction.

Karta may publish additional Country Addenda from time to time to reflect regulatory requirements or Services offered in other jurisdictions.

### **34. CONTACT INFORMATION**

Karta Inc.

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Miami, FL 33130

United States

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Legal Notices: [compliance@conkarta.com](mailto:compliance@conkarta.com)

