

DAO CARD, INC.

TERMS AND CONDITIONS

Last Updated: [August 18, 2026]

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY BEFORE USING THIS WEBSITE OR PLATFORM AS THEY CONTAIN IMPORTANT INFORMATION REGARDING YOUR RIGHTS. BY ACCESSING OR USING THE WEBSITE OR PLATFORM, YOU AGREE TO BE BOUND BY THESE TERMS. IF YOU DO NOT AGREE, DO NOT USE THE WEBSITE OR PLATFORM.

Note: These Terms and Conditions govern use of the Dao website and Platform. The terms governing your use of the Dao Commercial Card Program, including card issuance, Transactions, billing, and dispute resolution, are set forth separately in the Dao Commercial Credit Card Agreement (“Cardholder Agreement”). These Terms supplement — and do not replace — the Cardholder Agreement.

1. About Dao and These Terms

Dao Card, Inc. (“Dao,” “we,” “us,” or “our”) operates the website located at <https://daocards.com> (the “Website”) and the online card management platform and dashboard accessible to enrolled customers (the “Platform”). Together, the Website and Platform are referred to as the “Services.”

These Terms and Conditions (“Terms”) govern your access to and use of the Services. By visiting the Website or using the Platform, you (“you,” “your,” or “User”) agree to be bound by these Terms and our Privacy Policy, which is incorporated herein by reference. If you are using the Services on behalf of a company or other legal entity (“Company”), you represent that you have authority to bind that Company to these Terms.

Cards issued through the Dao Commercial Card Program are issued by Austin Capital Bank (“Bank”) and serviced by Dao. Use of any Cards is subject to the Cardholder Agreement, which is a separate agreement between you and the Bank.

2. Eligibility and Account Registration

2.1 Eligibility

The Services are intended for lawful commercial and business use only. To use the Platform or apply for the Dao Commercial Card Program, you must:

- be a duly organized business entity or sole proprietor operating lawfully in the United States;
- have an authorized representative who is at least 18 years of age;
- not be located in, organized under the laws of, or controlled by a person in a country subject to comprehensive U.S. economic sanctions; and

- not be on any U.S. government restricted-party list (including the OFAC Specially Designated Nationals list).

Individuals may access the Website for informational purposes; however, enrollment in the Card Program is limited to business entities. We reserve the right to refuse access to any person or entity at our sole discretion.

2.2 Account Registration

To access the Platform, you or your authorized representative must register for an account. You agree to:

- provide accurate, current, and complete information during registration and agree to maintain and update such information;
- safeguard your account credentials (username, password, and any other security information) and not share them with any unauthorized person;
- notify us immediately if you suspect unauthorized access to your account or security breach; and
- take responsibility for all activities that occur under your account.

We reserve the right to suspend or terminate accounts that contain false information, are inactive for an extended period, or are used in violation of these Terms. We also may disclose account or usage information when required by law or to protect our rights or customers.

3. Permitted and Prohibited Uses

3.1 Permitted Use

Subject to these Terms, you may:

- access and use the Website for lawful informational and business purposes in accordance with these Terms;
- access and use the Platform to manage your Dao Commercial Card Account, administer Authorized Cardholders, view Periodic Statements, and perform other functions made available through the Platform; and
- download or print materials from the Website solely for your own non-commercial, personal reference.

3.2 Prohibited Use

You agree that you will not:

- use the Services for any unlawful purpose or in violation of any applicable federal, state, or local law or regulation;
- use the Services to transmit spam, unsolicited communications, or malicious code (including viruses, worms, or ransomware);
- attempt to gain unauthorized access to any portion of the Services, other accounts, or any systems or networks connected to the Services;
- reverse engineer, decompile, disassemble, or otherwise attempt to derive the source code of any software underlying the Services;
- use any automated means (including bots, scrapers, or crawlers) to access, monitor, or copy any content from the Services without our express written permission;

- impersonate any person or entity, or falsely state or misrepresent your affiliation with any person or entity;
 - upload, post, or transmit any content that is defamatory, obscene, fraudulent, infringing, or otherwise objectionable;
 - interfere with or disrupt the integrity, security, or performance of the Services;
 - collect or harvest any personally identifiable information from the Services;
 - violate the rights of others, including privacy rights, such as through unlawful tracking, monitoring, or identification of other users; or
 - intentionally spread disinformation or engage in deception
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4. Intellectual Property

4.1 Our IP

The Services and all content, features, and functionality thereof — including but not limited to text, graphics, logos, icons, images, audio clips, video, software, and the selection and arrangement of such materials (collectively, “Dao Content”) — are owned by Dao, its licensors, or other content providers and are protected by United States and international copyright, trademark, patent, trade secret, and other intellectual property laws.

The Dao name, logo, and all related names, logos, product and service names, designs, and slogans are trademarks of Dao Card, Inc. or its affiliates. You may not use, copy, reproduce, republish, upload, post, transmit, distribute, or modify any Dao trademark without our prior written consent.

4.2 Limited License

Subject to these Terms, Dao grants you a limited, non-exclusive, non-transferable, revocable license to access and use the Services and Dao Content solely for your own lawful business purposes. This license does not include the right to:

- reproduce, distribute, publicly display, or create derivative works of any Dao Content;
- use any Dao Content for any commercial purpose or for any public display;
- remove or alter any proprietary notices or labels on Dao Content; or
- use Dao Content in connection with any other website, product, or service.

4.3 User Content

By submitting, uploading, or transmitting any information, data, text, or other materials to or through the Services (“User Content”), you grant Dao a non-exclusive, worldwide, royalty-free license to use, reproduce, process, and display such User Content solely for the purpose of providing and improving the Services. You represent and warrant that you have all rights necessary to grant this license and that your User Content does not infringe any third-party rights.

5. Privacy

Your use of the Services is subject to our Privacy Policy, located at daocards.com/legal/privacy., which is incorporated into these Terms by this reference. The Privacy Policy describes how we collect, use, and

share information about you when you use the Services. By using the Services, you consent to our collection and use of information as described in the Privacy Policy.

6. Electronic Signatures and Communications Consent

Your use of the Platform and enrollment in the Dao Commercial Card Program are subject to Dao's separate **Consent to Electronic Records and Signatures (Electronic Communications Disclosure)** ("E-Sign Consent"), which is incorporated into these Terms by reference. The E-Sign Consent governs your agreement to receive legally required disclosures and communications from Dao and Austin Capital Bank electronically, and to execute agreements using electronic signatures. By using the Platform or enrolling in the Card Program, you represent that you have read and accepted the E-Sign Consent. The E-Sign Consent is available at daocards.com/legal/e-sign and will be presented for your affirmative acceptance during account onboarding.

7. Third-Party Links and Services

The Website and Platform may contain links to third-party websites, applications, or services ("Third-Party Services"). If you use these links, you will leave the Website or Platform. These links are provided for your convenience only. We do not endorse, control, or assume any responsibility for Third-Party Services, their content, privacy practices, or terms of use. Your access to and use of Third-Party Services is entirely at your own risk and subject to those third parties' terms.

Certain features of the Platform may integrate with third-party financial data providers (such as account aggregators and bank connectivity services). Your use of such integrations may be subject to additional terms presented at the time of integration.

8. Disclaimers of Warranties

THE SERVICES AND ALL CONTENT, FEATURES, AND FUNCTIONALITY ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS WITHOUT WARRANTY OF ANY KIND. TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, DAO EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY, OR OTHERWISE, INCLUDING BUT NOT LIMITED TO IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, AND NON-INFRINGEMENT.

DAO DOES NOT WARRANT THAT: (A) THE SERVICES WILL MEET YOUR REQUIREMENTS; (B) THE SERVICES WILL BE UNINTERRUPTED, TIMELY, SECURE, OR ERROR-FREE; (C) THE RESULTS OBTAINED FROM USE OF THE SERVICES WILL BE ACCURATE OR RELIABLE; OR (D) ANY ERRORS IN THE SERVICES WILL BE CORRECTED.

No advice or information, whether oral or written, obtained by you from Dao or through the Services shall create any warranty not expressly stated in these Terms.

9. Limitation of Liability

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT SHALL DAO, ITS AFFILIATES, OR THEIR RESPECTIVE DIRECTORS, OFFICERS, EMPLOYEES, AGENTS, OR LICENSORS BE LIABLE FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, INCLUDING BUT NOT LIMITED TO LOSS OF PROFITS, GOODWILL, DATA, OR BUSINESS INTERRUPTION, ARISING OUT OF OR RELATED TO YOUR USE OF OR INABILITY TO USE THE SERVICES, EVEN IF DAO HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL DAO'S AGGREGATE LIABILITY TO YOU FOR ALL CLAIMS ARISING OUT OF OR RELATED TO THE SERVICES OR THESE TERMS EXCEED THE GREATER OF (1) THE AMOUNTS YOU HAVE PAID TO DAO IN THE SIX (6) MONTHS PRECEDING THE CLAIM OR (2) \$10,000.

The limitations above apply regardless of the form of action and whether the claim is based on contract, tort, negligence, strict liability, or any other legal theory. Some jurisdictions do not allow the exclusion or limitation of certain damages, so the above limitations may not apply to you in full.

Note: Limitations of liability relating to the Commercial Card Program (Transactions, billing, disputes, unauthorized use) are governed by the Cardholder Agreement.

10. Indemnification

Unless prohibited by law, you agree to indemnify, defend, and hold harmless Dao, its affiliates, and their respective directors, officers, employees, agents, and licensors from and against any and all claims, liabilities, damages, judgments, awards, losses, costs, expenses, and fees (including reasonable attorneys' fees) arising out of or relating to:

- your violation of these Terms or any applicable law or regulation;
- your use of or access to the Services;
- any User Content you submit through the Services;
- your violation of any third-party rights, including without limitation any intellectual property rights, publicity rights, or privacy rights; or
- any misrepresentation made by you.

Notwithstanding the foregoing, Dao reserves the right to assume exclusive defense and control of any matter subject to indemnification by you, and you agree to cooperate, at your expense, with our defense of such claims. Dao will use reasonable efforts to notify you of any such claim, action, or proceeding upon becoming aware of it.

11. Marketing and Promotional Communications

By creating an account or inquiring about our services, you may receive promotional emails, newsletters, and other marketing communications from us. You may opt out of these communications at any time by:

- clicking the “unsubscribe” link in any marketing email; or

- updating your communication preferences in your account settings on the Platform.

Please note that even if you opt out of marketing communications, you will continue to receive transactional and service-related communications (such as account alerts, Periodic Statements, and legal notices) as required by the Cardholder Agreement or applicable law.

Text Message Communications: If you provide a mobile phone number and consent to receive text messages, we may send you account alerts and notifications via SMS. Standard message and data rates may apply. You may opt out of text messages at any time by replying STOP.

12. Feedback and Suggestions

If you provide us with any feedback, comments, ideas, or suggestions regarding the Services (“Feedback”), you hereby grant Dao a perpetual, irrevocable, worldwide, royalty-free, fully paid-up license to use, reproduce, modify, adapt, publish, distribute, and otherwise exploit such Feedback for any purpose, without compensation to you. You represent that any Feedback you provide does not violate any third-party rights.

13. Modifications to the Services and These Terms

13.1 Modifications to the Services

Dao reserves the right, at any time and in its sole discretion, to modify, suspend, or discontinue all or any part of the Services, with or without notice to you. We will not be liable to you or any third party for any modification, suspension, or discontinuation of the Services.

13.2 Modifications to These Terms

We may update these Terms at any time at our sole discretion. When we make material changes, we will notify you by:

- posting the updated Terms on the Website with a revised “Last Updated” date;
- sending an email notice to the address associated with your account; or
- displaying a prominent notice on the Platform.

Your continued use of the Services after the effective date of any updated Terms constitutes your acceptance of the revised Terms. If you do not agree to the updated Terms, you must stop using the Services.

13.3 Changes to Website and Platform

We reserve the right to modify, suspend, or discontinue any feature, functionality, or part of our Website or Platform at any time, with or without notice, at our sole discretion. We shall not be liable to you or any third party for any such modification, suspension, or discontinuance. We encourage you to review the Terms from time to time to ensure you understand the terms and conditions that apply to your access to, and use of the Website and Platform.

14. Governing Law and Dispute Resolution

14.1 Governing Law

These Terms and any disputes arising out of or related to the Services or these Terms shall be governed by and construed in accordance with the laws of the State of Texas, without regard to its conflict of law provisions.

14.2 Jurisdiction

For any disputes not subject to the arbitration provisions of the Cardholder Agreement, each party irrevocably consents to the exclusive jurisdiction of the state and federal courts located in Austin, Texas. You waive any objection to the laying of venue of any such proceeding in Austin, Texas, and waive any objection that such courts are an inconvenient forum.

14.3 Relationship to Cardholder Agreement Arbitration

To the extent you are enrolled in the Dao Commercial Card Program and a dispute relates to the Card Program, that dispute shall be resolved in accordance with the binding arbitration and dispute resolution provisions of the Cardholder Agreement, which take precedence over Section 14.2 above for such disputes.

14.4 Waiver of Class Action (Website/Platform Disputes)

For disputes concerning the Website or Platform that are not covered by the Cardholder Agreement's arbitration clause, you agree that any claims must be brought on an individual basis and not as a plaintiff or class member in any class, collective, or representative action.

15. Term and Termination

These Terms are effective as of the date you first access or use the Services and continue in effect until terminated. Dao may terminate or suspend your access to the Services at any time, with or without cause, and with or without notice. You may terminate your account by contacting us, subject to your obligations under the Cardholder Agreement, which survive termination.

Upon termination: (a) your license to use the Services will immediately cease; (b) you must destroy any downloaded or printed Dao Content; and (c) provisions that by their nature should survive termination will survive, including Sections 4, 6, 8, 9, 10, 12, 14, and 16.

16. General Provisions

16.1 Entire Agreement

These Terms, together with the Privacy Policy and (for enrolled customers) the Cardholder Agreement, constitute the entire agreement between you and Dao with respect to the Services and supersede all prior or contemporaneous agreements, representations, warranties, and understandings.

16.2 Severability

If any provision of these Terms is held invalid, illegal, or unenforceable, that provision will be modified to the minimum extent necessary to make it enforceable, and the remaining provisions will continue in full force and effect.

16.3 Waiver

No waiver by Dao of any right or provision of these Terms will be deemed a further or continuing waiver of such right or any other right or provision. Dao's failure to enforce any right or provision of these Terms will not constitute a waiver of such right or provision.

16.4 Assignment

You may not assign or transfer these Terms, or any rights or obligations hereunder, without Dao's prior written consent. Dao may freely assign or transfer these Terms without restriction. Any purported assignment in violation of this section is void.

16.5 Notices

Notices from Dao to you will be delivered electronically to the email address associated with your account or posted on the Website or Platform.

16.6 Export Controls

You agree to comply with all applicable U.S. export control and economic sanctions laws and regulations in connection with your use of the Services.

16.7 Force Majeure

Dao will not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including acts of God, war, terrorism, pandemic, government action, labor disputes, or failure of third-party service providers.

16.8 Accessibility

Dao is committed to making its digital services accessible. If you experience accessibility barriers, please contact us at help@daocards.com and we will work to provide alternative access.

16.9 Headings

Section headings are for convenience of reference only and shall not affect the interpretation of these Terms.

17. Contact Information

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

Dao Card, Inc.

Attn: Cardholder Relations
3300 N Interstate 35, 7th Floor
Austin, TX 78705
Email: help@daocards.com
Phone: 484-326-2273