

# Fold Prepaid Debit Card Issued by Sutton Bank

This agreement is effective October 1, 2026.

## Short Form Disclosure

|                                                         | Fold Prepaid Debit Card |
|---------------------------------------------------------|-------------------------|
| Annual or Monthly Fee                                   | \$0                     |
| Per Purchase                                            | \$0                     |
| ATM Withdrawal (in-network)                             | \$3.50*                 |
| ATM Withdrawal (out-of-network)                         | \$3.50*                 |
| Cash Reload                                             | N/A                     |
| ATM Balance Inquiry (in-network or out-of-network)      | \$0                     |
| Customer Service (automated or live agent)              | \$0                     |
| Inactivity (after 6 months with no transactions)        | \$0                     |
| We charge 5 other types of fees. Here are some of them: |                         |
| Foreign Transaction Fee                                 | \$3.00*                 |
| Instant Withdrawal Fee                                  | 1.5% (\$25 max)         |

\*This fee can be lower depending on how and where this card is used.

### No overdraft/credit feature.

Your USD funds held on the Fold Prepaid Debit Card are eligible for FDIC insurance.

For general information about prepaid accounts, visit [cfpb.gov/prepaid](https://cfpb.gov/prepaid).

Find details and conditions for all fees and services in the Fold Prepaid Debit Card Fee Schedule below or call 1-866-FOLDAPP (1-866-365-3277) or visit [www.foldapp.com/card](https://www.foldapp.com/card).

## Fold Prepaid Debit Card Fee Schedule

Below is a list of all fees for the Fold Prepaid Debit Card issued by Sutton Bank:

| Fee                                          | Fold Prepaid Debit Card                                                    | Details                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|----------------------------------------------|----------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Get Started</b>                           |                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Card Purchase</b>                         | \$0                                                                        | Fee charged for purchase of the Fold Visa® Prepaid Debit Card. Additional cards and replacement cards are available for the fees described below.                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>Usage Fees</b>                            |                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Annual or Monthly Fee</b>                 | \$0                                                                        | There is no annual or monthly fee.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>Add Money</b>                             |                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Direct Deposit Fee</b>                    | \$0                                                                        | Fee for Direct Deposit from employers & others.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Instant Debit Fee</b>                     | 1.5% of Deposit Amount, with no minimum and a maximum of \$25 per transfer | Fee charged for depositing funds onto your Fold Visa® Prepaid Debit Card via instant transfer from another debit card. This fee may also appear as the 'Instant Funding Fee' on Card-related documentation, and is separate and distinct from the Instant Withdrawal Fee.                                                                                                                                                                                                                                                                           |
| <b>Spend Money</b>                           |                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Instant Withdrawal Fee</b>                | 1.5% of Withdrawal Amount, with a maximum of \$25 per transfer             | Fee charged for withdrawing funds from your Fold Visa® Prepaid Debit Card via instant transfer to another debit card. This fee is separate and distinct from the Instant Debit Fee and is not combined with it on any single transaction.                                                                                                                                                                                                                                                                                                           |
| <b>Outgoing ACH Transactions</b>             | \$0                                                                        | No fee is charged for ACH transfers from your Card Account, whether initiated by you or by a third party you have authorized. Third party fees may apply to the receipt of the ACH.                                                                                                                                                                                                                                                                                                                                                                 |
| <b>Get Cash</b>                              |                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>ATM Withdrawal</b>                        | \$3.50 per withdrawal                                                      | This fee is waived for Fold Reserve members with a Reserve Balance of \$5,000 or more. You may be charged a fee by the ATM operator even if you do not complete a transaction.                                                                                                                                                                                                                                                                                                                                                                      |
| <b>Information</b>                           |                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Automated Calls &amp; email inquiries</b> | \$0                                                                        | No fee for each customer service contact using our automated system or by email.                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| <b>Email and Text Message Alerts</b>         | \$0                                                                        | Standard text messaging rates may apply.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>Mobile Application</b>                    | \$0                                                                        | Standard data rates and service carrier fees may apply.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Mailed Periodic Statement Fee</b>         | \$0                                                                        | One request per month is included at no charge. The fee will be charged for each additional periodic statement request made in the same month.                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>ATM Balance Inquiry</b>                   | \$0                                                                        | You may be charged a fee by the ATM operator even if you do not complete a transaction.                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| <b>Using Your Card Outside the US</b>        |                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| <b>Foreign Transaction Fee</b>               | \$3.00                                                                     | This is our fee which applies when you use your Card for purchases at foreign merchants. Some merchant transactions, even if you and/or the merchant are located in the United States, are considered foreign transactions under the applicable network rules, and we do not control how these merchant transactions are classified for this purpose. You may also be charged a fee by any retailers or financial institutions involved in your transaction. This fee is waived for Fold Reserve members with a Reserve Balance of \$5,000 or more. |
| <b>Other</b>                                 |                                                                            |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

| Fee                                         | Fold Prepaid Debit Card | Details                                                                                                                                                                                                                               |
|---------------------------------------------|-------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Inactivity Fee</b>                       | \$0                     | Card Account becomes inactive when you fail to initiate a transaction for 6 consecutive months. Fee is charged on a per month basis.                                                                                                  |
| <b>Replacement Card (Standard Delivery)</b> | \$5.00                  | Per replacement card ordered. This fee is for lost or stolen Cards only. No fee will be incurred to replace expired Cards. This fee is waived for Fold Reserve members.                                                               |
| <b>Return of Unused Card Balance</b>        | \$5.95                  | For the return of the unused card balance upon your request if your card is canceled, closed, or terminated for any reason. This fee includes disbursement of unused balances via check. This fee is waived for Fold Reserve members. |

The Instant Debit Fee and Instant Withdrawal Fee are two separate fees and are never assessed together on the same transaction. The Instant Debit Fee applies only to inbound transfers that increase your Card Account balance. The Instant Withdrawal Fee applies only to outbound transfers that decrease your Card Account balance.

Your USD funds held on the Fold Prepaid Debit Card are eligible for FDIC insurance. Your funds will be held at or transferred to Sutton Bank, an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event Sutton Bank fails, if specific deposit insurance requirements are met. See [fdic.gov/deposit/deposits/prepaid.html](https://www.fdic.gov/deposit/deposits/prepaid.html) for details.

No overdraft/credit feature.

Contact Fold Visa® Prepaid Debit Card Customer Service by calling 1-866-FOLDAPP (1-866-365-3277) or by mail at 2942 North 24th Street, Suite 115, #42035, Phoenix, Arizona 85016, or by visiting [www.foldapp.com/legal/legal-overview](https://www.foldapp.com/legal/legal-overview).

*For general information about prepaid accounts, visit [cfpb.gov/prepaid](https://cfpb.gov/prepaid).*

*If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit [cfpb.gov/complaint](https://cfpb.gov/complaint).*

# Fold Prepaid Debit Card Program Agreement

**IMPORTANT – PLEASE READ CAREFULLY. THIS AGREEMENT INCLUDES (1) AN ARBITRATION PROVISION CONTAINING A CLASS ACTION WAIVER AND (2) YOUR AUTHORIZATION FOR THE CARD ACCOUNT (AS DEFINED BELOW) TO BE CHARGED FOR ALL FEES ASSOCIATED WITH THE PROGRAM, IF ANY. YOU MAY REJECT THE ARBITRATION PROVISION BY SENDING US WRITTEN NOTICE WITHIN 45 DAYS AFTER YOU RECEIVE YOUR FIRST FOLD PREPAID DEBIT CARD.**

[CLICK HERE](#) TO VIEW, PRINT, AND SAVE THIS AGREEMENT AND OUR PRIVACY POLICY. CONTACT CUSTOMER SERVICE AT 1-866-FOLDAPP (1-866-365-3277) (TOLL-FREE CUSTOMER SERVICE NUMBER) OR 2942 NORTH 24TH STREET, SUITE 115, #42035, PHOENIX, ARIZONA 85016 WITH QUESTIONS ABOUT THIS AGREEMENT OR YOUR CARD. CUSTOMER SERVICE AGENTS ARE AVAILABLE VIA EMAIL DURING REGULAR BUSINESS HOURS (9AM-6PM EST M-F, NOT INCLUDING FEDERAL HOLIDAYS) TO ANSWER YOUR QUESTIONS.

This Agreement is a contract between you and Sutton Bank (the “Bank”). This Agreement contains the terms and conditions governing the Fold Prepaid Debit Card Program (the “Program”), which is offered by the Bank in conjunction with the Bank’s program manager, Marqeta, Inc. (“Marqeta”), and Fold, Inc. (“Fold”), which operates the App (as defined below) and provides Customer Service for the Program, and includes your access to and use of the Fold Visa® Prepaid Debit Card (the “Card”) which is issued to you by the Bank in connection with the Program. By accepting, activating, and/or using the Card, you represent that you have read and understand this Agreement and agree to be bound by the terms and conditions contained in this Agreement including our Privacy Policy, available at [www.foldapp.com/legal/legal-overview](http://www.foldapp.com/legal/legal-overview) (the “Website”), and the accompanying Fold Prepaid Debit Card Fee Schedule. This Agreement is referred to in Fold’s Terms and Conditions as the “Prepaid Debit Cardholder Agreement.” If you do not agree to these terms and conditions, you may not use the Card. The Card can be used on the Visa Network (“Payment Network”) to spend funds loaded into your Card Account as set forth below.

The following definitions and instructions apply to this Agreement: “You”, “your”, and “Cardholder” mean, individually and collectively, the person who submits an initial request for a Card or buys a Card and is authorized to use a Card as provided for in this Agreement, and any Secondary Cardholder(s). “Secondary Cardholder” means the person or persons who have received the Card at the request of a Cardholder and are authorized to use the Card as provided for in this Agreement, and each Secondary Cardholder is deemed to be a Cardholder for all purposes of this Agreement and is jointly and severally liable with the Cardholder for every obligation arising hereunder. “We,” “us,” and “our” mean the Bank and/or its successors, affiliates, and assignees. “Card Account” means the account associated with your Card in which we account for the loads, transactions, fees and other claims associated with your Card and associated Secondary Cardholder(s). Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural and the plural includes the singular.

## PROGRAM DETAILS AND SERVICES PROVIDED

**1. Card Use.** The Card is a prepaid card usable wherever prepaid debit cards bearing the Payment Network's brand on your Card are accepted, subject to your available Card Account balance and the other terms and conditions of this Agreement. The Card is not a gift card. The Card is not a device that accesses money in an individual checking or savings account. When you use your Card, you are redeeming the value on the Card and not making a withdrawal from a checking or savings account. Your Card Account is NOT a checking or savings account, your Card is NOT a debit card that accesses a checking or savings account, and it is not a credit card or a charge card that allows you to make purchases or obtain advances and pay later. The Card will have a printed expiration date and the Card will expire, in accordance with applicable law, on the expiration date. If your Card Account is in good standing and you have available funds on the Card, we will issue you a new Card upon expiration. The Card is our property and is nontransferable. We may revoke or suspend your Card or any features or services of your Card at any time without cause or notice. You must surrender a revoked Card and you may not use an expired or revoked Card. You are required to notify us promptly if the Card is lost or stolen.

**2. Registering for the Program.** To participate in the Program, you must: (a) accept and agree to this Agreement and our Privacy Policy, (b) register with us in the Program's mobile app (the “App”); (c) be a U.S. citizen (or a legal resident with a U.S. tax ID number) of at least 18 years of age (or older if residing in a state where the majority age is older); (d) provide us with a verifiable address (not a P.O. Box); and (e) provide all requested information for you, such as name, date of birth, address, email address, and social security number, and such other information as we may request from time to time (collectively, “User Information”). You represent and warrant that all information, including User Information, you provide us from time to time is truthful, accurate, current, and complete. You agree to notify us promptly of changes to any User Information. You also agree that you received a copy of this Agreement and our Privacy Policy.

**3. Address and Name Changes.** You are responsible for notifying us in the App, or at the telephone number above, of any change in your name, physical address, phone number, mailing address, or email address. Requests for address or name changes may

be subject to additional verification requirements. We will attempt to communicate with you only by use of the most recent contact information you have provided to us. You agree that any notice or communication sent to you at an address noted in our records shall be effective unless we have received an address change notice from you.

4. We cannot accept responsibility for any email messages not received by you, or for any delay in the receipt or delivery of any email notifications. If you make your email account available to any other individual, you agree that you are responsible for any release of your Card Account information to such individual in an e-mail to the provided e-mail address.

5. **USA PATRIOT Act.** To help the government fight the funding of terrorism and money laundering activities, federal law requires us to obtain, verify, and record information that identifies each person who opens a Card Account. When you open a Card Account, we will ask for User Information, including, but not limited to, your name, address, date of birth, Social Security Number, phone number, and other information, that will allow us to identify you. We may also ask to see a copy of your driver's license or other identification documents. We may also request additional identifying information and documentation from time to time in connection with your access to or use of certain Card features, functionality, and services.

6. After your Card Account is opened, we may ask again to see a copy of your driver's license or other identifying documents at any time if we deem it is necessary to verify your identity, address, or transactions on your Card Account. If we ask for specific identifying documents, we will have the right to immediately close or suspend your Card Account if those specific documents are not provided. These measures are specifically designed to help us protect your identity and identify possible fraud on your Card Account.

7. **Activating Your Card and Personal Identification Number.** You must activate your Card before it can be used. In order to activate your Card, you will need to follow our provided instructions and provide certain User Information so we can verify your identity and then select a personal identification number ("PIN"). You will select your PIN during the registration process or when activating your card. Only one PIN will be issued for each Card. Never share your PIN with anyone. Do not write your PIN on your Card or keep your PIN with your Card. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the section labeled Your Liability for Unauthorized Transfers.

8. **Fees. The Fold Prepaid Debit Card Fee Schedule located at the top of this Agreement lists the fees applicable to the Program, if any.** In some cases, the actual fee charged may be lower than the fee stated in the fee schedule. If you believe a fee was charged in error, contact Customer Service. Except as otherwise provided in this Agreement, we will deduct all fees from your Card Account balance.

9. **Authorized Users.** You are responsible for any and all transactions, fees, and other charges resulting from use of the Card, Card number, Card Account, or PIN by you or any person to whom you have given actual, implied, or apparent authority (each an "Authorized User"), including every Secondary Cardholder. Any use of the Card, Card number, Card Account, or PIN by an Authorized User will be deemed fully authorized by you, and you and each Secondary Cardholder will be jointly and severally liable for

every resulting obligation. You may request that we add a Secondary Cardholder to your Card Account, subject to our approval and applicable identification requirements. The maximum number of Secondary Cardholders is three (3), and we may decline any request in our sole discretion. You remain fully liable, on a joint and several basis with each Secondary Cardholder, for all transactions, fees, and charges incurred on the Card Account by any Secondary Cardholder you authorize.

10. In the event you revoke permission for any Authorized User or Secondary Cardholder to use your Card, Card number, Card Account, or PIN, you must notify us immediately and take reasonable steps to recover and destroy the Card in that person's possession. Your liability for that person's transactions will continue until we have had a reasonable time to act on your notice. We may, in our sole discretion, restrict, suspend, cancel, or replace your Card or close the Card Account. You are wholly responsible for ensuring that all Card(s) and the Card Account are used in accordance with this Agreement.

11. **Using Your Card.** Your Card is a member of the Payment Network. You may use your Card to make purchases wherever merchants accept cards from the Payment Network for debit card purchases, subject to our transaction limits (see Transaction Limits). You must have enough funds loaded onto your Card Account to pay for your purchase and you must have enough funds not subject to a hold (see Merchant Holds on Available Funds). If you do not have sufficient available funds, the transaction will be declined. Each time you use your Card, you authorize us to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. You are not authorized to use funds added to your Card Account in error. Adjustments may be made to your Card Account to reverse an error, reflect a merchant adjustment, correct an overpayment, or resolve a dispute regarding a transaction posted to your Card Account. Nevertheless, if a transaction exceeds the amount of available funds in your Card Account, you will be fully liable to us for the full amount of the transaction and any applicable fees. The Card is for personal use only. You agree not to use the Card for business purposes. We may, in our sole discretion, close your Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the law or the terms of this Agreement. If your Card Account has a negative balance, you agree: (a) that we may automatically apply any subsequent deposits to your Card Account to satisfy the

negative balance, and (b) to pay us on demand by a personal check, money order, or other payment method authorized by us for the amount of the negative balance. If you do not promptly add sufficient funds to your Card Account to cover the negative balance, we may cancel your Card Account and pursue collection. To the extent allowed by applicable law, you are responsible for the reasonable costs we incur in collecting amounts owed by you to us under this Agreement, including reasonable attorneys' fees and costs.

**12.** You may not use your Card for online gambling, escort services, or illegal transactions. We may refuse to issue a Card, revoke or suspend your Card privileges or cancel your Card with or without cause or notice, other than as required by applicable law. You agree not to use or allow others to use an expired, revoked, cancelled, suspended or otherwise invalid Card. For security reasons, we may limit the number or amount of transactions you can make with the Card.

**13. Merchant Holds on Available Funds.** When you use your Card or Card number to initiate a transaction at certain merchant locations, such as hotels, restaurants, gas stations, and rental car companies, where the final purchase amount is unknown at the time of authorization, a hold may be placed on the available funds in your Card Account for an amount equal to or in excess of the final transaction amount. The funds subject to the hold will not be available to you for any other purpose until the merchant sends us the final transaction amount. Once we receive the final transaction amount, it may take up to seven days for the hold to be removed; in certain circumstances it may take longer for the hold to be removed. During that period, you will not have access to the funds subject to the hold.

**14. Split Transactions.** You may use your Card to purchase or lease goods or services anywhere Visa cards are accepted as long as you do not exceed the value available on your Card Account. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available on the Card to the Card. You must then arrange to pay the difference using another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping your Card, your Card is likely to be declined. At the time of each purchase using the Card, you may be asked to sign a receipt for the transaction. The dollar amount of the purchase will be deducted from the value associated with the Card.

**15. Fraudulent, Suspicious, or Criminal Card Account Activity.** We reserve the right to block, suspend, or cancel your Card if, as a result of our policies and processes, we detect what we reasonably believe to be fraudulent, suspicious, or criminal activity or any activity inconsistent with this Agreement. We may temporarily suspend or "freeze" your Card Account and attempt to contact you if we notice transactions that are unusual or appear suspicious. If we exercise this right, we will incur no liability to you because of any resulting unavailability of the funds in your Card Account or your inability to use your Card.

**16. Cash Access.** You may use your Card and PIN to obtain cash at automated teller machines ("ATMs") that display the Payment Network marks or at a point-of-sale device permitted by the merchant, subject to our transaction limits (see Transaction Limits). To obtain cash, you must have enough funds loaded on your Card not subject to a hold (see Merchant Holds on Available Funds). For security purposes, we may, in our sole discretion, limit your use of your Card at ATMs. Fees we impose for using an ATM, if any, are set forth above in the fee chart. When you use an ATM not owned by us, you may be charged a fee by the ATM operator. Any funds withdrawn from a POS device or through a participating bank will be subject to the maximum amount that can be spent on your Card per day.

**17. Adding Funds to Your Card Account.** Subject to the limitations set forth in this Agreement (see Transaction Limits), you may add funds to your Card Account only as described below. Except if you have a negative balance, you may not add funds to your Card Account by sending cash, personal checks, cashier's checks, or money orders to the Bank. The Bank will return all checks and money orders unless your Card Account has a negative balance, in which case the Bank may, in its sole discretion, apply the proceeds of the check or money order towards the negative balance of your Card Account. Depending on the method, certain fees may apply when you add funds to your Card Account. Please refer to the Fold Prepaid Debit Card Fee Schedule above.

You may arrange for the direct deposit of certain electronic funds transfers (e.g., your wages, government benefits payment, or a tax refund) to your Card Account. You will have access to such funds generally within two (2) business days. In order to receive direct deposit of funds to your Card Account, you must provide each depositor with the Bank's routing number and the direct deposit number associated with your Card Account. If you have arranged to have direct deposits made to your Card Account at least once every 60 days from the same person or company, you can contact Customer Service to find out whether or not the deposit has been made.

**18.** You may arrange to have funds transferred to your Card via a third-party load partner using an external debit card. Third-party providers may require you to meet certain identification requirements, including presenting your Card Account or providing your Card Account details in order to complete the transfer. You may also be required to enroll with the third-party and pay any applicable fees. You may also add funds to your Card Account by ACH transfer from an external bank account that you own and have linked in the App; these transfers are originated by Fold or its payment service providers based on your instructions in the App.

In addition, Fold may credit your Card Account with amounts that Fold owes you in connection with the Fold Services (as defined below), such as the proceeds of a bitcoin sale or a refund, as described in Fold's Terms and Conditions. No other person can deposit money into your Card Account on your behalf without your authorization.

**19. Transaction Limits.** Your Card Account is subject to the following transaction limits:

- The maximum amount that can be spent using your Card Account is \$50,000 per month.
- The maximum amount that can be spent using your Card Account is \$15,000 per day.
- The maximum amount that can be spent using your Card Account is \$15,000 per transaction.
- The maximum amount of cash you can withdraw at an ATM or receive as cash back is \$250 per transaction.
- The maximum amount of cash you can withdraw at an ATM or receive as cash back is \$1,000 per day.
- The maximum amount of cash you can withdraw at an ATM or receive as cash back is \$1,000 per month.
- The maximum value of your Card Account at any time may be \$30,000.
- The maximum amount that can be added to your Card Account in any 24-hour period is \$15,000.
- The maximum amount that can be added to your Card Account in any calendar day is \$15,000.

We reserve the right in our sole discretion to: (a) change the transaction limits described above; (b) limit, block, or place a hold on certain types of transfers or transactions; and (c) limit, suspend, or block transfers from particular persons, entities, or payment cards.

**20. Transaction History.** You may obtain information about the funds you have remaining in your Card Account by contacting Customer Service. This information, along with a 12-month history of Card Account transactions, is also available in our App. You also have the right to obtain at least 24 months of written history of account transactions by contacting Customer Service. You will not be charged a fee for this information unless you request it more than once per month.

**21. Preauthorized Transfers.** Except as otherwise provided in this Agreement, you may use your Card to make regular, preauthorized payments to merchants.

You may also authorize Fold, or a third party acting through its bank or payment service provider, to debit your Card Account by ACH on a one-time basis or on a recurring or scheduled basis, for example to fund a purchase of a Fold Service that you set up in the App. Debits that you authorize in advance to recur at substantially regular intervals are preauthorized transfers. You may stop a preauthorized transfer by following the steps below, and you may also cancel the underlying instruction in the App in time for the next debit not to be initiated. You can stop any of these payments by taking the following steps. Contact Customer Service in time for us to receive your request 3 business days or more before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

If you order us to stop one of these payments 3 business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages. If we do not receive your request at least 3 business days before the transfer is scheduled, we may attempt, in our sole discretion, to stop the payment. However, we assume no responsibility for our failure or refusal to do so, even if we accept your stop payment request. If we do not receive a written request within 14 days, we may honor subsequent debits to your Card Account. For individual payments, please specify the exact amount (dollars and cents) of the payment you want to stop, the scheduled date of the payment, and the identity of the payee. Unless you tell us that all future payments to a specific recipient are to be stopped, we may treat your stop-payment order as a request concerning the one payment only. If you order us to stop one of these payments at least three business days before the payment is scheduled and we do not do so, we will be liable for your losses or damages related thereto.

**22.** If these preauthorized payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

**23. Transactions in Foreign Currencies.** If you withdraw funds or make a purchase using your Card in a currency other than in U.S. dollars, the amount deducted from the available funds in your Card Account will be converted by the Payment Network into U.S. dollars. The applicable exchange rate will be selected by the Payment Network from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate the Payment Network itself receives or the government-mandated rate. The exchange rate used on the central processing date may be different than the rate that was in effect on the date you performed the transaction. For each foreign currency transaction, the Bank may assess a Foreign Transaction Fee and will retain this amount as compensation for its services. Please refer to the Fold Prepaid Debit Card Fee Schedule above for the Foreign Transaction Fee. Transactions made outside of the United States, the District of Columbia, Puerto Rico, and other U.S. territories are also subject to this Foreign Transaction Fee even if they are completed in U.S. currency.

**24. Receipts.** You should obtain a transaction record (a “Receipt”) at the time you complete any transaction with your Card, Card number, or Card Account (whether at a point-of-sale terminal, an automated teller machine, through a mobile wallet, or by any other electronic means). You agree to keep each Receipt for at least sixty (60) days after the related transaction posts to your Card Account, to reconcile Receipts against your periodic statements and online transaction history, and to notify us of any discrepancies, unauthorized transactions, or alleged errors within sixty (60) days after we first make the transaction information available to you, in accordance with the error resolution section of this Agreement. Failure to do so may limit your rights under applicable law. The absence of a Receipt, because it was not provided or was lost, does not invalidate the transaction. Your duty to obtain, retain, and review Receipts does not diminish your ultimate responsibility for all authorized transactions, fees, and charges incurred on the Card Account under this Agreement.

**25. Replacement Cards.** The expiration date of your Card is identified on the front or back of the Card. If there is a positive balance of funds in your Card Account upon expiration of your Card and your Card Account is in good standing, we may issue you a new Card. We may also issue you a new Card when your Card expires even if you have no funds in your Card Account. Under certain circumstances, it may be necessary for us to replace your card prior to expiration at no charge to you. If you need to replace your Card for any reason, please contact Customer Service. You will need to provide certain User Information so we can verify your identity. We reserve the right to require an affidavit signed by you and conduct an investigation into the validity of any request. There may be a fee for replacement cards. Please see the fee schedule above.

**26. Refunds and Returns.** The exchange or return of merchandise purchased in whole or in part with the Card will be governed by the procedures and policies of each merchant and applicable law. At the time of any exchange or return, you should present both the merchandise receipt and the Card. If you receive a credit, the credit may not be added to the available funds on the Card for seven (7) business days. Neither the Bank, the Payment Network, third parties who provide services to the Bank or who are involved in establishing or maintaining the Program, nor their respective affiliates, employees or agents are responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with a Card or any damages resulting directly or indirectly from the use of the Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

**27. Fold Services.** Fold offers, under its own Terms and Conditions and not under this Agreement, products and services that are not part of the Program, including bitcoin purchase and sale services, Fold Reserve stored value, rewards programs, and gift cards (collectively, the “Fold Services”). The Fold Services are offered solely by Fold. The Bank does not issue, offer, endorse, guarantee, hold, or insure any Fold Service, and the Bank has no obligation or liability with respect to any Fold Service. Bitcoin, Fold Reserve value, rewards, and gift cards are not deposits, are not held in your Card Account, and are not insured by the FDIC. When you use your Card or Card Account to pay for a Fold Service, the transaction is a purchase from Fold governed by Fold’s Terms and Conditions, and you should direct any question about the Fold Service itself to Fold. Your rights under this Agreement and applicable law with respect to the electronic fund transfer from your Card Account, including the error resolution rights described in this Agreement, are not affected. Fold has no right to debit, set off against, or otherwise take funds from your Card Account except for transactions that you authorize.

**28. FDIC Insurance.** The funds in your Account are held in a pooled account at the Bank. Those funds are eligible for FDIC insurance up to \$250,000 on a pass-through basis and do not pay any interest. The availability of FDIC insurance is contingent upon Marqeta maintaining accurate records and determinations of the FDIC as receiver at the time of a receivership if the Bank should fail. Such coverage is subject to aggregation of all of your deposits held at the Bank.

**29.** See [fdic.gov/deposit/deposits/prepaid.html](https://www.fdic.gov/deposit/deposits/prepaid.html) for details. For further information about deposit insurance generally, you may write to the FDIC at 550 17th Street, N.W., Washington D.C. 20429, telephone the FDIC’s toll-free hotline at 877-275-3342, or visit its website at [www.fdic.gov](https://www.fdic.gov).

## POLICIES AND PROTECTIONS

1. **Confidentiality.** Your privacy is very important to us. We may disclose information to third parties about you, your Card and Card Account, and the transactions you make: (a) as necessary to effect, administer, or enforce a transaction requested or authorized by you; (b) with your consent; (c) to protect against or prevent actual or potential fraud, unauthorized transactions, or other liability; (d) to comply with government agency or court orders; (e) as permitted and required by applicable law; (f) in order to verify the existence and condition of your Card for a third party, such as a merchant; (g) to our employees, auditors, affiliates, service providers, or attorneys as needed; and (h) as otherwise provided in our Privacy Policy or to fulfill our obligation under this Agreement. By participating in the Program, you consent to the collection, use, and disclosure of your information as set forth in this Agreement and our Privacy Policy, which is available on our Website. Please see our Privacy Policy, available at [https://www.suttonbank.com/\\_kcms-doc/85/49033/WK-Privacy-Disclosure-1218.pdf](https://www.suttonbank.com/_kcms-doc/85/49033/WK-Privacy-Disclosure-1218.pdf), for further details.

2.

3. **Our Liability to You for Transfer Errors.** If we do not complete an electronic fund transfer to or from your Card Account on time or in the correct amount according to this Agreement, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable if: (a) through no fault of ours, you do not have enough available funds in your Card Account to perform the transaction; (b) circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, or natural disaster) prevent or delay the transfer despite reasonable precautions taken by us; (c) the system, ATM, or point-of-sale terminal was not working properly and you knew about the problem when you initiated the transaction; (d) the funds in your Card Account are subject to legal process or are otherwise not available for transactions; (e) the merchant refuses to accept your Card; (f) if access to your Card has been blocked after you reported your Card lost or stolen; (g) if we have reason to believe the transaction is unauthorized; (h) the transaction cannot be completed because your Card is damaged; (i) if the ATM where you are making the transfer does not have enough cash; or (j) for any other exception stated in this Agreement or by applicable law.

4. **Contact Customer Service In the Event of Unauthorized Transfer.** If you believe your Card, code, PIN or Card Account number has been lost or stolen, call: 1-866-FOLDAPP (1-866-365-3277) or write: Fold Customer Support, 2942 North 24th Street, Suite 115, #42035, Phoenix, Arizona 85016.

5. **Account Errors.** In Case of Errors or Questions About Your Card Account contact Customer Service (number provided above) as soon as you can, if you think an error has occurred in your Card Account. We must hear from you no later than 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by contacting Customer Service.

You will need to tell us:

(i) your name and Card Account number; (ii) why you believe there is an error, and the dollar amount involved; and (iii) approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days.

We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three business days after completing our investigation. If we decide that there was no error, we will send you a written explanation.

You may ask for copies of the documents that we used in our investigation.

If you need more information about our error-resolution procedures, contact Customer Service at the telephone number shown above.

6. Additionally, the Payment Network may provide you with additional liability protections. For more details on the applicability of these protections, please call Customer Service or visit <https://usa.visa.com/pay-with-visa/visa-chip-technology-consumers/zero-liability-policy.html>.

7. **Your Liability for Unauthorized Transactions.** Tell us **IMMEDIATELY** if you believe your Card, code, PIN or Card Account number has been lost or stolen, or that your funds have been transferred from your Card Account without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within 2 business days after you learn of the loss or theft of your Card, code, PIN or Card Account number you can lose no more than \$50 if someone used your Card, code, PIN or Card Account number without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card, code, PIN or Card Account number and we can prove we could have stopped someone from using your Card, code, PIN or Card Account number without your permission if you had told us, you could lose as much as \$500.

8. Also, if your online or written transaction history shows transfers that you did not make, including those made by card, PIN, code or other means, tell us at once. If you do not tell us within 60 days after the earlier of the date you electronically access your Card Account, if the transaction could be viewed in your electronic history, or the date we sent you the FIRST written history of your Card Account transactions on which the transaction appeared, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

9. **Unclaimed Property.** If your Card Account becomes inactive, applicable law may require us to report the funds in your Card Account as unclaimed property. If this occurs, we may try to locate you at the address shown in our records. If we are unable to locate you, we may be required to deliver any funds in your Card Account to the applicable state as unclaimed property. The specified period of time to report and send funds in an inactive Card Account to a state varies by state, but usually ranges between two and five years.

10. **Cancellation and Suspension.** To the extent permitted by applicable law, we may cancel or suspend your Card, your Card Account, or this Agreement immediately, for any reason, and without notice to you. You may cancel your Card, your Card Account, or this Agreement at any time by notifying Customer Service. Cancellation or suspension of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to such cancellation or suspension. In the event that your Card Account is cancelled, closed, or terminated for any reason, you may request the unused balance (less any fees and charges) to be returned to you via a check to the mailing address we have in our records or, where available, by ACH transfer to an external bank account that you own and have linked and verified in the App. The fee schedule above notes whether there is a fee for this service. We reserve the right to refuse to return the unused balance if it is less than \$1.00. Any request for a return of funds shall be processed within a reasonable period of time after your request. If your relationship with Fold ends or your access to the App is terminated, we may close your Card Account and return your unused balance as described in this Section.

## GENERAL TERMS

**Consent to Electronic Signatures and Electronic and Other Communication.** This Agreement is subject to our Electronic Communication and Signature Policy, which is available on our Website. When you enrolled in this Program, you consented to this Policy. Your consent will remain in effect until you withdraw it. You may withdraw your consent at any time by contacting Customer Service. If you withdraw your consent, we reserve the right to close your Card Account and return your remaining balance as set forth in this Agreement.

By activating your Card or using your Card in any way, you represent to us that you are the owner of the email address, the mobile phone number, and any other contact information you have provided. By providing your contact information, you consent to the receipt of emails or text messages from us, the Payment Network, Fold, and any of its or their respective affiliates or agents regarding the Card, the Card Account, or transfers to or from the Card Account. These are servicing messages about your Card Account, such as transaction alerts, fraud and security alerts, and verification codes, and are not marketing messages. Any consent to receive marketing messages is obtained separately and is not a condition of participating in the Program. You agree that we, the Payment Network, Fold, and any of its or their respective affiliates or agents may use automatic telephone dialing systems or prerecorded messages to call, text, or email any phone number or email address you provide. You are responsible for any fees or other charges that your wireless carrier may charge for any related data, text, or other message services. In accordance with the Address and Name Changes Section of this Agreement, you also agree you are responsible for notifying us of any change in your name, phone number, physical address, mailing address, or email address.

1. We may contact you from time to time about your Card Account. By providing us with your home telephone number, cellular telephone number, email address or other contact information, you hereby expressly authorize us, and our affiliates to contact you about your Card Account using the contact information you provide, including through the use of an automatic dialer, pre-recorded message service, or email alert. You may opt out or otherwise request we not contact you using the contact information you provided by contacting Customer Service, by replying STOP to any text message, or by any other reasonable means. Opting out of marketing messages from Fold does not stop servicing messages about your Card Account. If you withdraw your consent, we reserve the right to close your Card Account and return your remaining balance as set forth in this Agreement (in which case you will no longer be able to use your Card or participate in the Program, except as expressly provided in this Agreement). Any withdrawal of your consent to receive communications electronically or opting out of receiving contact from us will be effective only after we have a reasonable period of time to process your withdrawal and for communications sent only after the withdrawal or opt out is effective.
2. **Assignment.** To the extent permitted by applicable law, we may assign this Agreement without obtaining your consent. You may not assign or transfer your Card, your Card Account, or this Agreement without our prior written consent.
3. **Severability and Waiver.** If any provision of this Agreement is held to be invalid or unenforceable, such provision will be deemed to be modified to the minimum extent necessary to make it valid and enforceable and the rest of this Agreement will not be affected. We do not waive our rights by delaying or failing to exercise them at any time.
4. **Amendment and Change in Terms.** We may add to, delete, or amend this Agreement at any time in our sole discretion. We reserve the right, subject to applicable law, to deliver to you any notice of changes to existing terms or the addition of new terms by posting an updated version of this Agreement on the Website or delivering notice of changes to you electronically. We may not give you advance notice if we need to make the change immediately in order to comply with applicable law or to maintain or restore the security of the Card or any related payment system. If any such change becomes permanent and disclosure to you of the change would not jeopardize the security of the Card or any related payment system, we will provide notice to you within 30 days from the making of the change or as otherwise permitted or required by law.
5. **Entire Agreement.** This Agreement constitutes the entire and sole agreement between you and us with respect to the Program and supersedes all prior understandings, arrangements, or agreements, whether written or oral, regarding the Program.
6. **Business Days.** Our business days are Monday through Friday, excluding federal holidays. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.
7. **Service Limitations.** Not every service described in this Agreement may be made available to you. We reserve the right, in our sole discretion, to limit or restrict your access to certain Card services. Any offer of a service is void where prohibited by law.
8. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Ohio consistent with the Federal Arbitration Act (“FAA”), 9 U.S.C. § 1 et seq., without giving effect to any principles that provide for the application of the law of another jurisdiction.

9. **Indemnification.** At our request, you agree to defend, indemnify, and hold harmless us and our parents, subsidiaries, and other affiliated companies, and our and their employees, contractors, officers, and directors against any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) that arise from your violation of this Agreement, applicable law, or any third-party rights or your fraud or willful misconduct. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will cooperate in asserting any available defenses.

10. **Disclaimer of Warranties.** EXCEPT FOR ANY EXPRESS WARRANTIES WE PROVIDE IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE CARD OR RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

11. **No Warranty of Uninterrupted Use.** From time to time the Card services may be inoperative, and when this happens, you may be unable to use your Card or obtain information from your Card, including the available balance of funds associated with your Card. Please notify us at the Customer Service number stated above if you have any problems using your Card. You agree that neither the Bank, the Payment Network, nor any of their respective affiliates, employees, or agents are responsible for any interruption of service.

12. **Limitation of Liability.** Except as otherwise expressly provided in this Agreement or as otherwise required by applicable law, we, our affiliates, and the parties with whom we contract in order to offer the Cards, the Card Accounts, and related services are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to the Cards, the Card Accounts, any products or services purchased using Card Accounts, or this Agreement (as well as any related or prior agreement that you may have had with us). You are not entitled to recover any indirect, consequential, exemplary, or special damages (whether in contract, tort, or otherwise) even if you have advised us of the possibility of such damages. You agree that your recovery for any alleged negligence or misconduct by us shall be limited to the total amount loaded onto the Card. This provision is invalid when and where prohibited by law. Nothing in this Section limits any liability that cannot be limited or excluded under applicable law, including our liability under the Electronic Fund Transfer Act and Regulation E as described in the Our Liability to You for Transfer Errors Section of this Agreement.

13. **DISPUTE RESOLUTION BY BINDING ARBITRATION; JURY TRIAL WAIVER; CLASS ACTION WAIVER.** For any and all controversies, disputes, demands, claims, or causes of action between you and us (including the interpretation and scope of this Section and the arbitrability of the controversy, dispute, demand, claim, or cause of action) relating to the Cards, your Card Accounts, or this Agreement (as well as any related or prior agreement that you may have had with us), you and we agree to resolve any such controversy, dispute, demand, claim, or cause of action exclusively through binding and confidential arbitration. The arbitration will take place telephonically or in the federal judicial district of your residence. As used in this Section, "we" and "us" mean the Bank and its subsidiaries, affiliates, predecessors, successors, and assigns and all of its and their respective employees, officers, directors, agents, and representatives. In addition, "we" and "us" includes Fold and any third party providing any product, service, or benefit in connection with the Cards, your Card Accounts, or this Agreement (as well as any related or prior agreement that you may have had with us) if such third party is named as a co-party with us in any controversy, dispute, demand, claim, or cause of action subject to this Section. "You" and "yours" mean all persons or entities approved by us to have and/or use a Card, including but not limited to all persons or entities contractually obligated under any of the Agreements and all Secondary Cardholders.

Arbitration will be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration will be conducted before one arbitrator from the American Arbitration Association ("AAA") with substantial experience in resolving contract disputes. As modified by this Agreement, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA Consumer Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively, the "Rules and Procedures").

You should review this provision carefully. To the extent permitted by applicable law, you are GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that you file in small claims court in your state or municipality within the jurisdictional limits of the small claims court and as long as such matter is only pending in that court. Additionally, notwithstanding this Agreement to arbitrate, either party may seek emergency equitable relief in federal court if it has jurisdiction or, if it does not, in a state court located in the federal judicial district of your residence in order to maintain the status quo pending arbitration, and each party hereby agrees to submit to the exclusive personal jurisdiction of the courts located within the federal judicial district of your residence for such purpose. A request for such interim measures will not be deemed a waiver of the obligation to arbitrate.

Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures may be SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrators' decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT.

You and we must abide by the following rules: (a) ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING, BRING CLAIMS IN ANY ARBITRATION IN THE INTERESTS OF THE GENERAL PUBLIC OR ACT AS A PRIVATE ATTORNEY GENERAL; (b) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (c) you will pay the consumer filing fee provided for in the Rules and Procedures, and we will pay all other filing, administrative, hearing, and arbitrator fees to the extent required by the Rules and Procedures or applicable law; if you demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your filing and hearing fees as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive; (d) we also reserve the right in our sole and exclusive discretion to assume responsibility for any or all of the costs of the arbitration; (e) the arbitrator will honor claims of privilege and privacy recognized at law; (f) the arbitration will be confidential, and neither you nor we may disclose the existence, content, or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award; (g) subject to Section 12 (Limitation of Liability), the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; and (h) each party will pay its own attorneys' fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys' fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law.

This Section will survive: (i) the termination of this Agreement; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your Card, or any amounts owed on your Card, to any other person or entity. With the exception of (a) and (b) in the prior paragraph (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting part was not contained herein. If, however, either (a) or (b) in the prior paragraph (prohibiting arbitration on a class or collective basis) is found to be invalid, unenforceable, or illegal, then the entirety of this arbitration provision will be null and void, and neither you nor we will be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute will be exclusively brought in federal court if it has jurisdiction or, if it does not, in a state court located in the federal judicial district of your residence.

You may reject this Arbitration provision by sending a written rejection notice to us at: 2942 North 24th Street, Suite 115, #42035, Phoenix, Arizona 85016. Your rejection notice must be mailed within 45 days after you receive your first card. Your rejection notice must state that you reject the Arbitration provision and include your name, address, Card Account number and personal signature. No one else may sign the rejection notice. If your rejection notice complies with these requirements, this Arbitration provision, and any other arbitration provision in any other agreement between you and the Bank for a currently open account you have with the Bank, will not apply to you, except for any claims subject to pending litigation or arbitration at the time you send your rejection notice. Rejection of this Arbitration provision will not affect your other rights or responsibilities under this section or the Agreement.

For more information on the AAA, the Rules and Procedures, or the process for filing an arbitration claim, you may call the AAA at 800-778-7879 or visit the AAA website at <http://www.adr.org>.

This Card is issued by Sutton Bank, Member FDIC, pursuant to a license from Visa U.S.A., Inc.

Visa is a registered trademark of Visa U.S.A., Inc. All other trademarks and service marks belong to their respective owners.

**This Agreement is effective October 1, 2026.**