FOLD CARD ISSUED BY SUTTON BANK

SHORT FORM DISCLOSURE

ACTIVATION FEE: $0

	Spin Card	**Spin Card with Spin+ Subscription**
Annual or Monthly Fee	$0	$100 per yr. or $10 month*
Per Purchase	$0	$0
ATM Withdrawal	$3.50	$0
Cash Reload	N/A	N/A
ATM Balance Inquiry	$0	$0
Live Customer Service (per call)	$0	$0
Inactivity (failing to initiate a transaction for 12 consecutive months)	$0	$0
We charge 6 other types of fees. Here are some of them:		
Return of Unused Card Balance	$5.95	$0
Replacement Card Fee	$5	$0

*This fee can be lower if an annual fee is paid upon registration.

Find details and conditions for all fees and services inside the package or call **1-866-FOLDAPP (1-866-365-3277)** or visit ***www.foldapp.com/card.***

No overdraft/credit feature.

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

For general information about prepaid accounts, visit *cfpb.gov/prepaid*.

FOLD CARD FEE SCHEDULE

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

All Fees	Spin Card	Spin Card with Spin+ Membership	Details
Get Started			
Card Purchase	$0	$0	Fee charged for purchase of the Fold Visa® Prepaid Card.
Usage Fees			
Annual or Monthly Fee	$0	$100 per year or $10 per month	The monthly Spin+ Membership fee will be charged on the date of registration. This fee can be reduced to $100 annually for customers that choose to pay the entire annual fee upfront. This results in an annual fee savings of $20.
Add Money			
Direct Deposit Fee	$0	$0	Fee for Direct Deposit from employers & others.
Cash Reload Fee	N/A	N/A	Fee charged for depositing cash onto your Fold Visa Prepaid Card. Third party fees may apply.
Instant Debit	1.5%	1.5%	Fee charged for depositing funds onto your Fold Visa Prepaid Card via instant transfer from another debit card.
Spend Money			
Instant Withdrawal	1.5%	1.5%	Fee charged for withdrawing funds from your Fold Visa Prepaid Card via instant transfer to another debit card.
Outgoing ACH Transactions	$3.00	$3.00	This fee is charged over the disbursement amount rather than subtracted from the disbursement. Third party fees may apply to the receipt of the ACH.
Get Cash			
ATM Withdrawal	$3.50	$0	This is our fee. You may also be charged a fee by the ATM operator. ATM Withdrawal fees are not charged to Spin+ Members.
Information			
Automated & Live Agent Phone Calls	$0	$0	No fee for each customer service contact with a live agent.
Email and Text Message Alerts	$0	$0	Standard text messaging rates may apply.
Mobile Application	$0	$0	Standard data rates and service carrier fees may apply.
Mailed Periodic Statement Fee	$0	$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.
ATM Balance Inquiry	$0	$0	You may be charged a fee by the ATM operator even if you do not complete a transaction.
Using your Card outside the U.S.			
Foreign Transaction Fee	$3.00	$0	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.
Other			
Inactivity Fee	$0.00	$0	Card Account becomes inactive when You fail to initiate a transaction for 12 consecutive months. Fee is charged on a per month basis.
Replacement Card (Standard Delivery)	$5.00	$0	Per replacement card ordered. This fee is for lost or stolen Cards only. No fee will be incurred to replace expired Cards.
Return of Unused Card Balance	$5.95	$0	For the return of the unused card balance upon your request if your card is canceled, closed, or terminated for any reason. The Bank may decline to return your unused balance if it is $1.00 or less. This fee includes disbursement of unused balances via check.

Your USD funds held on the Fold 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 for details.

No overdraft/credit feature.

Contact Fold Visa Prepaid Card by calling 1-866-FOLDAPP (1-866-365-3277), by mail at 11201 N Tatum Blvd Ste 300, #42035, Phoenix, AZ 85028-6039, or by visiting www.foldapp.com/card.

For general information about prepaid accounts, visit *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*.

FOLD 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 YOUR FIRST CARD PURCHASE.

PLEASE VISIT WWW.FOLDAPP.COM/CARD 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 11201 N TATUM BLVD STE 300, #42035, PHOENIX, AZ 85028-6039 WITH QUESTIONS ABOUT THIS AGREEMENT OR YOUR CARD. CUSTOMER SERVICE AGENTS ARE AVAILABLE TWENTY-FOUR (24) HOURS A DAY, SEVEN (7) DAYS A WEEK TO ANSWER YOUR CALLS.

This Agreement is a contract between you and Sutton Bank (the "Bank"). This Agreement contains the terms and conditions governing the Fold Card Program (the "Program"), which is offered by the Bank in conjunction with the Bank's program manager, Marqeta, Inc. ("Marqeta"), and includes your access to and use of the Fold Visa® Prepaid 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/card (the "Website"), and the accompanying fee schedule. 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 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. "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. 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 worldwide 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 is NOT a bank deposit account, debit 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) you have provided us with a verifiable address (not a P.O. Box); and (e) provide all requested information, such as your 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.

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.

4. 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.

   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.

5. 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.

6. Fees. **The 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.

7. Authorized Users. You are responsible for all authorized transactions and fees incurred by use of your Card and Card Account. If you permit another person to use your Card or Card number, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons.

8. 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 reasonably attorneys' fees and costs.

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.

9. 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.

10. 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.

11. Fraudulent, Suspicious, or Criminal Card Account Activity. We reserve the right to block, suspend, or cancel your Card, 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.

12. 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.

13. 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 fee schedule above.

    Direct Deposit. 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.

    Debit Card Loads. 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. No other person can deposit money into your Card Account on your behalf

without your authorization.

14. Transaction Limits. Your card account is subject to the following transaction limits:

    - The maximum amount that can be spent using your Card Account is $40,000 per month.
    - The maximum amount that can be spent using your Card Account is $10,000 per day.
    - The maximum amount that can be spent using your Card Account is $10,000 per transaction.
    - The maximum amount of cash you can withdraw at an ATM or receive as cash back is $250.00 per transaction.
    - The maximum amount of cash you can withdraw at an ATM or receive as cash back is $500 per day.
    - The maximum amount of cash you can withdraw at an ATM or receive as cash back is $500 per month.
    - The maximum value of your Card Account at any time may be $20,000.
    - The maximum amount that can be added to your Card Account in any 24-hour period is $10,000.

    We reserve the right to: (a) change the transaction limits; (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.

15. 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.

16. Preauthorized Transfers. Except as otherwise provided in this Agreement, you may use your Card to make regular, preauthorized payments to merchants. You can stop any of these payments. Here's how:

    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.

17. 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 currency conversion fee and will retain this amount as compensation for its services. Please refer to the fee schedule above for the current foreign currency 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 conversion fee even if they are completed in U.S. currency.

18. Receipts. You should get a receipt for each transaction.

19. 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.

20. 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.

21. FDIC Insurance. The funds in your Account are held in a pooled account at 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 Bank should fail. Such coverage is subject to aggregation of all of your deposits held at Bank.

    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.

22. UCC 4A Disclosures for Receivers. You may receive credits to your account through the Automated Clearing House network ("ACH Credits"). ACH Credits to your account are governed by the laws of the state of Ohio. Upon receipt of an ACH Credit, Bank will credit your account for the payment. Any such credit is provisional until it receives final settlement through a Federal Reserve Bank or Bank otherwise receives final payment for the ACH Credit in accordance with applicable law. If Bank does not receive final settlement or payment, you agree (i) to refund the amount credited to your account, (ii) that Bank may charge your account for such amount, and (iii) the person making payment to you will be deemed not to have paid you. You agree that Bank does not have to provide next day notice of ACH Credits to your account. Instead, ACH Credits to your account will be shown on your periodic statement.

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 (g) 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, for further details.

2. Our Liability to You. 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.

3. 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 your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days after the earlier of the date 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:

   A. Tell us your name and Card Account number.

   B. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.

   C. Tell us the dollar amount of the suspected error.

   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.

   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.

4. Your Liability for Unauthorized Transactions. **Tell us AT ONCE if you believe your Card has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your Card. 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, you can lose no more than $50 if someone used your Card without your permission.

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

   Also, if your statement or account history shows transfers that you did not make, including those made by card, code or other means, tell us at once. If you do not tell us within 60 days after the earlier of the date that the transaction could be viewed in your electronic history or a written statement was mailed to you, 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.

5. 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.

6. 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. 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.

GENERAL TERMS

1. Consent to Electronic Signatures and Electronic and Other Communication.

   Your E-SIGN Consent. 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.

   Consent to Emails and Automated Text Messages for Card Account Authentication. 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 Card 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. You agree that we, the Card 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.

   Consent to Telephone and Email Contacts About Your Card Account. 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 about your Card Account you 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. 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 Card 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.

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" include 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. As modified by this Agreement, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed

by the American Arbitration Association's ("AAA") Consumer Arbitration Rules (collectively, the "Rules and Procedures"). This arbitration provision is made pursuant to a transaction involving interstate commerce, and shall be governed by the FAA.

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 are responsible for paying all filing, administrative, hearing and Arbitrator fees up to the maximum amount permitted under AAA rules and state law; (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; 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 11 (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: 11201 N Tatum Blvd Ste 300, #42035, Phoenix, AZ 85028-6039. Your rejection notice must be mailed within 45 days after your first card purchase. Your rejection notice must state that you reject the Arbitration provision and include your name, address, 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 provisions in the cardmember agreements for any other currently open accounts you have 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 November 9, 2026.