Sutton Bank Approval ID: SB-39196

Cash Sutton Bank Cardholder Agreement

CASH APP PREPAID CARD PROGRAM AGREEMENT

This Cardholder Agreement is effective August 19, 2021

Last updated: November 6, 2026

CUSTOMER SERVICE CONTACT INFORMATION (“CUSTOMER SERVICE”):

Address: Block, Inc., 1955 Broadway Street, Suite 600, Oakland, CA 94612, Attn: Customer Support – Legal

Website: https://cash.app/support

Toll-Free Customer Service Number: 1-800-969-1940

IMPORTANT-PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE. YOU HAVE THE RIGHT TO OPT OUT OF THAT ARBITRATION CLAUSE BY FOLLOWING THE OPT OUT PROCEDURES DESCRIBED IN SECTION 45 BELOW. WE DO NOT ISSUE, MAINTAIN, OR SERVICE YOUR CASH APP ACCOUNT, WHICH IS OFFERED BY THE COMPANY, A SEPARATE ENTITY THAT WE ARE NOT AFFILIATED WITH. THIS MEANS IF YOU CHOOSE TO ACCESS THE FUNDS IN YOUR CASH APP ACCOUNT BY ANY MEANS MADE AVAILABLE TO YOU AS A CASH APP CUSTOMER BESIDES USING YOUR CASH APP CARD, INCLUDING PEER-TO-PEER PAYMENTS, YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY AND ALL MANNER OF INACCURACY, DELAY, THEFT, OR OTHER LOSS OF FUNDS THAT MAY RESULT. FOR QUESTIONS OR ASSISTANCE, PLEASE CONTACT CUSTOMER SERVICE AT 1-800-969-1940 OR IN THE CASH APP.

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1. **This Agreement**. This Cash App Prepaid Card Program Agreement (this "Agreement") represents an agreement between you and Sutton Bank (the "Bank"), and outlines the terms and conditions governing the Cash App Prepaid Program (the "Program"). This Program is provided in conjunction with the Cash App services (the "Cash App Services") offered by Block, Inc . (the "Company"). The terms for participating in the Cash App Services are governed by the Cash App Terms of Service (available at https://cash.app/legal/us/en-us/tos ("Cash App Terms of Service")), and other agreements between you and the Company that applies to your use of the Cash App Services (collectively, the "Service Agreements"). The Bank is not a party to the Service Agreements and has no responsibility or liability to you for the Cash App Services. In the event of an inconsistency between this Agreement and the Service Agreements, this Agreement shall govern and control only with respect to Card transactions funded from your Card Account, use of the Card, and your relationship with the Bank.

Please read this Agreement carefully and keep it for future reference.

THIS AGREEMENT INCLUDES, AMONG OTHER THINGS, AN ARBITRATION PROVISION CONTAINING A CLASS ACTION WAIVER, A JURY TRIAL WAIVER AND YOUR AUTHORIZATION FOR THE CARD (AS DEFINED BELOW) TO BE CHARGED FOR ALL FEES ASSOCIATED WITH THE PROGRAM. PURSUANT TO THIS AGREEMENT, BY ACTIVATING OR USING YOUR CARD OR PARTICIPATING IN THE PROGRAM IN ANY WAY,YOU REPRESENT THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE CASH APP TERMS OF SERVICE AND CASH APP'S AND SUTTON'S PRIVACY POLICIES. PLEASE VISIT https://cash.app/legal (THE "CASH APP TOS WEBSITE") TO VIEW, PRINT, AND SAVE THIS AGREEMENT AND PLEASE VISIT

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https://www.suttonbank.com/privacy-policy.html ("PRIVACY POLICY") TO VIEW, PRINT AND SAVE OUR PRIVACY POLICY.

2. **Definitions.** "Card" means the Cash App Visa® Prepaid Card issued by Bank through which you can make purchases and cash withdrawals as described in Section 18. "Card Account" means the records maintained by Bank for each Card to evidence transactions initiated with the Card. Each Card will be a physical card and a virtual card, each represented by the same 16-digit account number. "Cash App" means a payment service and financial platform offered by the Company. "You" and "your" mean the person who receives a Card and is authorized to use a Card as provided for in this Agreement. "We," "us," and "our" mean the Bank and its successors, affiliates, and assignees.

Capitalized terms used and not defined herein shall have the meanings assigned to them in the Cash App Terms of Service.

3. **Fee Schedule**. Below is a list of all fees we impose in connection with the Cash App Prepaid Card. All fees assessed by us are deducted from the available balance in your Card Account. If your Card Account does not have sufficient funds available to cover a fee, the amount of such fee will be deducted from any funds subsequently loaded to your Card Account.

All of the fees that apply to your Cash App Card Account are as follows:

All Fees	Amount	Details

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Get Started		
Card Purchase (standard)	$0	Fee charged for purchase of the Cash App Visa Prepaid Card. Other card types may be offered for purchase.
Monthly Usage		
Monthly fee	$0	
Cost to Add Cash		

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From your Cash App Account	$0	
Spend Money		
Card to Card Transfer	N/A	
Bill payment	N/A	

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Get Cash		
ATM withdrawal - in-network	$2.50	Our ATM withdrawal fee is $2.50. If you (a) spend $500 or more in Qualifying Purchases or (b) receive $300 or more in Qualifying Deposits each month, we will reimburse our withdrawal fee until the end of the following calendar month. As defined in the Cash App Terms of Service and as used throughout these disclosures, “Qualifying Purchases” means all authorized, completed purchases made with your Cash App Card and/or with Cash App Pay, minus any refunds or returns; and “Qualifying Deposit” means (i) a direct deposit of payroll, pension or government benefits sent from your employer or a government agency via ACH transfer to your Cash App Balance and/or (ii) a deposit of payroll sent directly from your employer, contractee, or early wage access provider via Original Credit Transaction using your Cash App Card to your Cash App balance.

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	$2.50	
ATM withdrawal - out-of-network		Our ATM withdrawal fee is $2.50. You may also be charged a fee by the ATM operator.
Cash Back at Point of Sale	$0	This is our fee. Retailers may charge additional fees.

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ATM Decline	$0	This is our fee. You may be charged a fee by the ATM operator.
Using your Card Outside the US		
Foreign Transaction Fee	3%	This is our fee. You may also be charged a fee by any retailers or financial institutions involved in your transaction. If you (a) spend $500 or more in Qualifying Purchases, or (b) receive $300 or more in Qualifying Deposits each month, we will waive our Foreign Transaction Fee on card-present transactions only (i.e., in-person card transactions) until the end of the following calendar month. The waiver does not apply to card-not-present transactions (i.e., online or app-based transactions).

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International ATM withdrawal - in-network	$2.50	Our ATM withdrawal fee is $2.50. You may also be charged a fee by the ATM operator. If you (a) spend $500 or more in Qualifying Purchases, or (b) receive $300 or more in Qualifying Deposits each month we will reimburse our withdrawal fee until the end of the following calendar month.

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	$2.50	
International ATM withdrawal - out-of-network		Our ATM withdrawal fee is $2.50. You may also be charged a fee by the ATM operator.

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International Cash Back at Point of Sale	$0	This is our fee. Retailers may charge additional fees.
International ATM Decline	$0	This is our fee. You may be charged a fee by the ATM operator.
Information		
Customer service (in-app)	$0	No fee for contacting customer service in-app, including for balance inquiries.

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Customer service (email)	$0	No fee for emailing customer service, including for balance inquiries.
Customer service (phone)	$0	No fee for calling our customer service line, including for balance inquiries.
ATM Balance Inquiry	$0	This is our fee. You may be charged a fee by the ATM operator.
Other		

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Inactivity	$0	

Expedited Card Shipping Fee	$15.00	
Replacement Card (standard)	$5	Per replacement card ordered.
Replacement Card (metal)	$50	Per replacement card ordered.

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Cash App Tag Purchase	Up to $250	The fee may be lower depending on certain factors, such as the specific Cash App Tag you choose or the type of account you have. The specific fee amount is disclosed before you complete your Cash App Tag purchase. Please see the Cash App Terms of Service.
Cash App Tag Expedited Shipping	$15	Please see the Cash App Terms of Service.

No overdraft/credit feature.

Your funds are eligible for FDIC pass-through deposit insurance through Sutton Bank, Member FDIC for up to $250,000 per customer when aggregated with all of your other deposits held in the same legal capacity at Sutton Bank, if certain conditions are met. The FDIC insures the portion of your Cash App balance held at Sutton Bank only in the event that Sutton Bank fails. Please see the Cash App Terms of Service for information regarding the applicability of FDIC pass-through insurance on your Cash App balance.

Contact Cash App Visa Prepaid Card by calling 1-800-969-1940, by mail at Block, Inc., 1955 Broadway Street, Suite 600, Oakland, CA 94612, Attn: Customer Support – Legal, or visit https://cash.app.

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

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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.

Details About Your Cash App Card Account

Monthly Fee	Per Purchase Fee	ATM Withdrawal	Cash Reload
$0	**$0**	**$2.50***	**$0**

ATM Balance Inquiry	$0
Customer Service	$0
Inactivity	$0
We charge 4 other types of fees. Here are some of them:	
Foreign Transaction Fee	3%*
Card Replacement fee (standard or metal):	$5 or $50

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

No overdraft/credit feature.

Subject to certain conditions, your funds are eligible for FDIC pass-through insurance.
Please see the Cash App Terms of Service for information regarding FDIC Insurance on your Cash App balance.

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

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Find details and conditions for all fees and services in Section 3 of this cardholder agreement.

4. **IMPORTANT INFORMATION ABOUT OPENING AN ACCOUNT**. TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY, AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN A CARD ACCOUNT, WE WILL ASK YOU TO PROVIDE YOUR NAME, PHYSICAL ADDRESS, DATE OF BIRTH, AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK YOU TO PROVIDE YOUR SOCIAL SECURITY NUMBER. BY ACCEPTING THE CARD, YOU CONFIRM YOU HAVE AUTHORIZED THE COMPANY TO PROVIDE US WITH THIS INFORMATION.

5. **Electronic Disclosures and Communications**.

a. **Your Consent**. To the extent permitted by applicable law, you consent to use electronic signatures and to electronically receive all records, notices, statements, communications, and other items for all services provided to you under this Agreement and in connection with your relationship with us (collectively, “Communications”) that we may otherwise be required to send or provide you in paper form (e.g., by mail). By accepting and agreeing to this Agreement electronically, you represent that: (1) you have read and understand this consent to use electronic signatures and to receive Communications electronically; (2) you satisfy the minimum hardware and software requirements specified below; and (3) your consent will remain in effect until you withdraw your consent as specified below.

b. **Your Right to Withdraw Your Consent**. Your consent to receive Communications electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further Communications electronically at any time by writing to the Company at Block, Inc., 1955 Broadway Street, Suite 600, Oakland, CA 94612, Attn: Customer Support - Legal (“the Company Address”). If you withdraw your consent to receive Communications electronically, we will close your Card Account, and 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

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electronically will be effective only after we have a reasonable period of time to process your withdrawal. Please note that your withdrawal of consent to receive Communications electronically will not apply to Communications electronically provided by us to you before the withdrawal of your consent becomes effective.

c. **You Must Keep Your Contact Information Current With the Company**. In order to ensure that we are able to provide Communications to you electronically, you must notify the Company of any change in your email address and your mobile device number or other text message address by updating your profile on the Cash App.

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 any Account information to such individual.

d. **Copies of Communications**. You should print and save and/or electronically store a copy of all Communications that we send to you electronically.

e. **Hardware and Software Requirements**. In order to access and retain Communications provided to you electronically, you must have: (1) a valid email address or phone number; (2) a computer or other mobile device (such as tablet or smart phone) that operates on a platform like Windows or a Mac environment; (3) a connection to the Internet; (4) Current Version web browser that includes

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256-bit encryption; the minimum recommended browser standards are the most recent versions of Mozilla Firefox (see http://www.mozilla.com for latest version), Apple Safari (see http://www.apple.com/safari for latest version), or Google Chrome (see http://www.google.com/chrome for latest version).; (5) a Current Version of a program that accurately reads and displays PDF files, such as Adobe Acrobat Reader ; (6) a computer or device and an operating system capable of supporting all of the above; and (7) a printer to print out and save Communications in paper form or electronic storage to retain Communications in an electronic form. “Current Version” means a version of the software that is currently being supported by its publisher.

f. **Changes**. We reserve the right, in our discretion, to communicate with you in paper form. In addition, we reserve the right, in our discretion, to discontinue the provision of electronic Communications or to terminate or change the terms and conditions on which we provide electronic Communications. Except as otherwise required by applicable law, we will notify you of any such termination or change by updating this Agreement on Cash App Website or delivering notice of such termination or change electronically.

6. **Participating in the Program.** In order to participate in the Program, you must meet the following requirements (collectively, the “Eligibility Requirements”) (a) you must have and maintain a Card Account; (b) you must accept and agree to this Agreement, our Privacy Policy, the Cash App Terms of Service (located at https://cash.app/legal/us/en-us/tos), and the Cash App Privacy Policy (located at https://cash.app/legal/us/en-us/privacy); (c) you must be a resident of the US of at least 18 years of age (or older if residing in a state where the majority age is older); and (d) provide the Company, which may provide us, with all requested information, such as name, date of birth, physical address, email address, social security number, and such other information as we may request from time to time (collectively, “User Information”). By requesting a Card, you represent and warrant that you meet and will continue to meet the Eligibility Requirements throughout your participation in the Program. You agree to promptly notify the Company of changes to any User Information. If we approve your request for a Card Account, we will issue you a Card.

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7. **Card**. The Card is issued by the Bank. The Card is not a gift card or gift certificate. The Card is not a credit card. The Card remains the property of the Bank and must be surrendered upon demand. The Card cannot be redeemed for cash. The Card is not for resale and may not be transferred or assigned. The Card is not connected in any way to any other account with us other than your Card Account. The Card is non-transferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card is not designed for business use, and we may close your Card Account if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate applicable law or the terms of this Agreement. Use of the Card is described further in Section 18.

8. **Card Account.** You acknowledge and agree that the value available in your Card Account is limited to the funds available in your Cash App. Your funds may be eligible for FDIC pass-through insurance in the event the bank holding your funds fails. Cash App is a financial services platform, and is not an FDIC-insured bank. Please see the Cash App Terms of Service for information regarding eligibility for FDIC Insurance on your Cash App balance in the event the bank holding your funds fails. You will not receive any interest on the funds in your Card Account. In addition, you acknowledge and agree that when you have both a virtual Card and a physical Card that both Cards access the same Card Account.

9. **Obtaining A Physical Card**. To obtain a physical Card follow the directions provided by the Company via Cash App. When you request a physical Card, it may take up to 7-10 business days before you receive the Card.

10. **Activating Your Card**. Your Card will be virtual and physical, and you must activate your Card before it can be used. You may activate your Card by following any directions for activation provided by the Company via Cash App.

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11. **Setting a PIN & PIN Security**. You must activate your Card and set a PIN before it can be used. The PIN for your physical Card and virtual Card will be the same number. You will need to set a PIN for your virtual Card when you choose to add your Card to a digital wallet. (See Adding Your Card to a Digital Wallet.) If you receive a physical Card and have not yet set a PIN for your virtual Card, you will need to set a PIN for your physical Card when you activate your Card. If you receive a physical Card and have already set a PIN for your virtual Card, the PIN that you set for your virtual Card will be the PIN for your physical Card. When selecting a PIN, you should not use numbers or words that appear in your wallet (e.g., date of birth, address, or social security number). You must memorize your PIN and do not share it with anyone. Do not write the PIN on a Card or keep it in the same location as the Card.

12. **Adding Your Card to a Digital Wallet**.

a. You may elect to add your Card to one or more digital wallets (“Digital Wallets”) supported by the Bank and subject to the Terms for Adding Your Cash App Card to a Digital Wallet (“Digital Wallet Terms”).

b. The Digital Wallet provider may allow you to conduct transactions at a point-of-sale (“POS”) device, and you may not be able to use your Card to perform transactions at such POS devices until you have selected a personal identification number (“PIN”) pursuant to this Agreement.

13. **Card Security**. Do not share your Card number or PIN with anyone. You should treat your Card number with the same care as you would treat cash. Either memorize your Card number or keep it in a safe place. Do not send your Card number in an email or text message. Make sure your Card number is secured with encryption when you use your Card to perform transactions over the internet or wireless networks. If you believe that anyone has gained unauthorized access to your Card

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number, you should contact Customer Service immediately, following the procedures in the paragraph labeled “Lost or Stolen Card.”

14. **Lost or Stolen Card.** Contact Customer Service immediately if you believe: (a) your Card or Card number has been lost or stolen, or (b) someone has made or could make a transaction using your Card without your permission. Contacting Customer Service by telephone at 1-800-969-1940 or by following the in-app support prompts is the best way to minimize your possible losses. If you report your Card lost or stolen, both your physical and virtual Card will be canceled and a new Card will be issued. If you need to replace any Card that is reported lost or stolen, you can do so within the Cash App by tapping the Card and tapping the Report Lost Card. You will be required to provide personal information which may include your Card number, full name, transaction history and other relevant information.

15. **Sponsored Accounts**.

a. If you meet the eligibility requirements set forth in the Service Agreements, you may, in the Bank’s discretion, authorize the usage of Card Accounts and Cards for Sponsored Persons. To authorize the usage of a Card Account and Card by a Sponsored Person, you must first authorize the Sponsored Person’s use of an Account as described in the Service Agreements.

You acknowledge that the terms of this Agreement will apply to you with respect to each Card Account you authorize for a Sponsored Person, and you hereby expressly accept this Agreement on behalf of yourself and each Sponsored Person. Except as otherwise prohibited by applicable law, you agree to and accept full responsibility and liability for any Sponsored Person’s use of a Card Account or Card, including but not limited to (a) any transactions made on their Card Account or with their Card; (b) any transaction made by a Sponsored Person even if the post-date shown on your Cash App statement (pursuant to the Cash App Terms of Service) for the debit relating to that transaction occurs after the date you tell us you have revoked your authorization for such Sponsored Person; (c) fees and charges resulting from any transaction made on their Card Account or with their Card; and (d) any other claims or liabilities, including tax, that may be incurred in connection with the

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use of a Card Account or Card. You allow us to discuss the Card Account with a Sponsored Person. By authorizing a Card for a Sponsored Person, you represent that you have permission from each one to allow us to share information about him or her as allowed by applicable law. This includes information we may get from you, any Sponsored Person, and information about their transactions and use of a Card Account or Card.

b. Without limiting any other provision of this Agreement, we may terminate your Card and Card Account if any Sponsored Person associated with you violates this Agreement or the Cash App Terms of Service. If your authorization for a Sponsored is withdrawn or terminated for any reason, the Sponsored Person's Card Account and Card will be closed. Account Graduation. Once a Sponsored Person reaches the age of 13, they will be eligible, with your authorization, to upgrade to additional Card Account and Card features. You agree that any Sponsored Person who has reached the age of 18 must, as determined by Cash App, provide the information described in Section III of the Cash App Terms of Service (Cash App Accounts). Once the Sponsored Person's information is verified, the previously Sponsored Person will become the owner of the Card and Card Account you authorized for them, and you authorize the Sponsored Person to obtain their transaction history that is associated with such Card and Card Account.

If the Sponsored Person does not upgrade by the time they are 16, or if the Sponsored Person does not provide the information described in Section III of the Cash App Terms of Service (Cash App Accounts) after turning 18, or if the Sponsored Person's identity cannot adequately be verified based on the information provided, their Card and Card Account may be restricted and/or terminated.

16. **No Secondary Cardholders**. Except in the case of a Sponsored Person, you may not request a Card for another person.

17. **Authorized Card Users.** You are responsible for all authorized transactions initiated and fees incurred by use of your Card and Card Account. If you or a Sponsored Person (as defined in the Cash App Terms of Service) permit another person to have access to your Card or Card number(s), we will treat this as if you have authorized such person to use the Card, and you will be liable for all transactions and fees

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incurred by such person, even if they exceed the authorization granted. Transactions will be considered unauthorized only after you notify us that the person is no longer authorized to use the Card. You are wholly responsible for the use of your Card according to the terms and conditions of this Agreement. We also reserve the right to restrict authorized users or Sponsored Person's access to some features of the Card. If you revoke authorization for an authorized user, including a Sponsored Person, we may close your Card Account and open a new Card Account with a different account number.

18. **Using Your Card.** You may use a Card to make purchases from merchants and obtain cash as described below.

a. **Using your Card for Purchases**. You may use your Card to make purchases at any merchant that accepts Visa debit cards or debit cards of other networks in which the Bank participates, subject to the available balance in your Cash App Account, the transaction limits applicable to your Card Account, and the other terms and conditions of this Agreement and the Service Agreements. You may not use your virtual Card for making purchases at any vending machines, kiosks or gas station pumps. Each time you use your Card, the amount of the transaction and any applicable fees will be deducted from the available balance in your Card Account.

You are not allowed to exceed the amount of available funds in your Cash App through an individual transaction or a series of transactions. If you do not have enough funds available in your Cash App to fund your Card Account, you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount using another payment method. These are called “split transactions.” Some merchants do not allow cardholders to conduct split transactions. Nevertheless, if a transaction exceeds the available balance in your Cash App, you will be fully liable to us for the full amount of the transaction and any applicable fees. When making purchases with your Card at any POS device other than through a Digital Wallet provider, you may select “CREDIT” on the keypad to make a signature purchase. You may not use your Card for illegal transactions or transactions that are prohibited by us, Cash App and Cash App’s banking partners. We may temporarily “freeze” or entirely deactivate your Card and attempt to contact you if we notice transactions that are unusual or appear suspicious.

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b. **Merchant Holds on Available Funds**. When you use your Card or Card number to initiate a transaction at certain merchant locations, websites or mobile applications, 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 balance in your Card Account for an amount equal to or in excess of the final transaction amount. When you use your Card to initiate a transaction at a gas station pump, where the final purchase amount is unknown at the time of the authorization, a hold of up to $175 may be placed on the available balance in your Card Account. To avoid this, you can pay inside the gas station and request a specific dollar amount, in which case the authorization hold will be limited to that amount. The funds subject to the hold will not be available to you for any other purpose until the merchant settles the transaction. 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 7 days for the hold to be removed unless the transaction involves a lodging or travel merchant, in which case the merchant may take up to 30 days for the hold to be removed. During that period, you will not have access to the funds subject to the hold.

c. **Cash Access**. With your PIN, you may use your Card to obtain cash at ATMs that display the Visa marks or at any point-of-sale (POS) devices that bear the Visa marks as permitted by the merchant, subject to the available balance in your Card Account, the transaction limits applicable to your Card Account, and the other terms and conditions of this Agreement and the Service Agreements. For security purposes, we may, in our sole discretion, limit your use of your Card at ATMs or POS devices. In addition, ATM owners and operators and networks may impose additional limits and charges on cash access transactions, including a fee for a balance inquiry even if you do not complete a fund transfer. Read the ATM screen message carefully for information related to charges before you complete a transaction at an ATM.

19. **Adding Funds to your Card Account.** Subject to the limitations set forth in this Agreement, the only funds available for funding your Card Account are the funds in your Cash App.

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You acknowledge and agree that by registering for the Program you authorized the Company to transfer funds from your Cash App to the Card Account as provided in this paragraph until you withdraw from participating in the Program (See https://cash.app/legal/us/en-us/tos for instructions on withdrawing from the Program). When the Card is used for a transaction at a merchant, an authorization request will be transmitted to us from a merchant. We will communicate with the Company to determine if you have sufficient funds in your Cash App in the amount needed to complete the transaction. If the Company notifies us that sufficient funds are available for the transaction and the transaction is authorized, funds will be transferred from your Cash App and deposited to your Card Account. The funds will then be deducted from your Card Account for the amount of the transaction. If the Company notifies us that there are not sufficient funds available for the amount of the purchase or the transaction itself is not authorized, then no funds will be added to the Card Account and the transaction will be declined. Any withdrawal of your participation in the Program will be effective only after we have a reasonable period of time to process your withdrawal.

The amount of funds available in the Card Account is limited to the funds that have been transferred from your Cash App account to the Card Account (See https://cash.app/legal/us/en-us/tos for the amount of funds in your Cash App account). You may not add funds to your Card Account by any other method, including credit cards, debit cards, bank accounts, cash or by sending personal checks, cashier's checks, retailer load networks (e.g. GreenDot, MoneyGram, Western Union, etc.), 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.

If you make direct deposits to your Cash App account by sending funds to the Bank through the Automated Clearing House (ACH) system or other means, those funds will not be added to your Card Account balance and will not be held at the Bank. As explained above, the only way you can add funds to your Card Account is by making a deposit from your Cash App Account when you use your Card in an authorized transaction.

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20. **Transaction Limits**. This Section describes the amounts that you can spend, transfer or withdraw using your Card during the time periods described in this Section.

- Per-Transaction Spending Limit. The maximum amount that can be spent using your Card is $7,000 per transaction.
- Daily Spending Limit. The maximum that can be spent using your Card per day is $7,000.00.
- Seven-Day Spending Limit. The maximum amount that can be spent using the Card in a seven-day period is $10,000.
- Thirty-Day Spending Limit. The maximum amount that can be spent using the Card in a thirty (30) day period is $25,000.
- Withdrawal Limits. The amount that can be withdrawn at an ATM or a POS device is, at a minimum, $1,000.00 per week. The Withdrawal Limits listed here reflect the minimum limits. Your actual limits may be higher.
- Original Credit Transactions. The maximum amount you can receive through an Original Credit Transaction is $10,000 per day.

In order to protect your Card Account, we may temporarily impose limits on the dollar amount, number, and type of transactions performed using your Card and your Card Account. To the extent not prohibited by applicable law, we reserve the right to, immediately and without notice: (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 Card Accounts. If you have more than one Card, the transaction limits described above will be calculated across all of your Cash App Cards (as defined in the Cash App Terms of Service), regardless of the card issuer, with the exception of Cards you authorize for a Sponsored Person.

21. **Card Account Balance and FDIC Insurance**. You are responsible for keeping track of your Cash App available balance for adding funds to your Card. Merchants generally will not be able to determine your available balance. It is important to know the amount of available funds in your Cash App for adding funds to your Card Account before performing a Card transaction. If you do not have sufficient available funds in your Cash App for adding funds to your Card Account to cover the Card transaction amount, the transaction may be declined. You acknowledge and agree that the funds available to perform transactions are limited to the funds that have been added to your Card Account from your Cash App that are not subject to a hold. You are not authorized to use funds added to your Card Account in error. Any transaction that could create a negative balance for your Card Account is not permitted. Adjustments may be made to your Card Account to reverse an error, reflect a merchant adjustment, or resolve a dispute regarding a transaction posted to your Card Account. These processing and adjustment entries could cause your Card Account to have a

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negative balance. 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 no future funds are added to your Card Account, we may send you a notice explaining the reason for the adjustment and requesting payment by a personal check, money order, or other payment method to satisfy the negative balance. Payments should be mailed to us at the address provided below or the address stated in the applicable notice.

Your funds may be eligible for FDIC pass-through insurance in the event the bank holding your funds fails. Please see the Cash App Terms of Service regarding eligibility for FDIC pass-through insurance on your Cash App balance. Cash App is a financial services platform, and is not an FDIC-insured bank.

22. **Transaction History**. You may obtain information about the amount of money remaining in your Card Account by calling 1-800-969-1940. This information, along with a 12-month history of the Card Account transactions, is also available online at https://cash.app/ or via the Cash App.

You also have the right to obtain at least 24 months of written history of account transactions by calling 1-800-969-1940, or by writing us at Block, Inc., 1955 Broadway Street, Suite 600, Oakland, CA 94612, Attn: Customer Support – Legal. You will not be charged a fee for this information.

23. **Preauthorized Transfers and the Right to Stop Payment**. You may authorize a merchant or other third party to make preauthorized transfers with your Card App Card. You have the right to stop payment on preauthorized transfers originated with your Cash App Card. To stop payment on a preauthorized transfer, we must receive your request at least three (3) Business Days before the scheduled date of the transfer. Please see the Cash App Terms of Service, Section VIII, for additional

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information on stop payment requests.

24. **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 of the transaction will be converted by Visa into U.S. dollars. The applicable exchange rate will be selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives or the government-mandated rate. The exchange rate used on the central processing date may be different from the rate that was in effect on the date you performed the transaction. In addition, the Company will charge you a Foreign Transaction Fee of 3%, which is based on the U.S. dollar amount of the transaction, for all purchases with a merchant located outside the U.S, even if they are completed in U.S. currency.

25. **Receipts**. You should get a receipt for each Card transaction that is conducted at an ATM, POS terminal or other electronic terminal. You agree to retain, verify, and reconcile all Card transactions and receipts.

26. **Refunds**. You will not receive cash refunds for Card transactions. If a merchant gives you a credit for merchandise returns or adjustments, the merchant may do so by processing a credit adjustment to the Card. We are not responsible for the delivery, quality, safety, legality, or any other aspects of goods or services that you purchase with your Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were purchased.

27. **Confidentiality and Privacy Policy**. Your privacy is very important to us. You consent to our use and disclosure of information to third parties about you, your Card and Card Account, and transactions related thereto: (a) as necessary to effect, administer, or enforce a transaction; (b) to protect against or prevent actual or potential fraud, unauthorized transactions, or other liability; (c) to

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comply with government agency or court orders; (d) as permitted and required by applicable law; and (e) as otherwise provided in our Privacy Policy. You understand that 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 available on our website located at https://www.suttonbank.com/privacy-policy.html.

28. **Replacement Cards on Expiration**. The expiration date of your Card is identified on the back of the Card. We may issue you a new Card when your Card expires. 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.

29. **Our Liability to You**. If we do not complete a Card transaction 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 ATM, point-of-sale terminal, or other electronic 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) an ATM where you are making a cash withdrawal does not have enough cash; or (j) any other exception stated in this Agreement.

30. **Errors or Questions About Your Card Account Transactions**. Contact Customer Service at the number or address provided below as soon as possible if you think an error has occurred involving your Card Account. If you think your statement or receipt is wrong or if you need more information about a Card transaction.

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a. Contact the Company through your Account in the app:

- Open your profile and tap Support
- Tap Cash App Card
- Scroll to and tap Dispute a Purchase
- Follow the prompts. Once complete we'll send you a form to initiate an investigation.

b. Call the Company at 1-800-969-1940. Please note (1) this is the only phone number customers can call for Cash App support, and (2) a Cash App representative will never ask you for your password, PIN, social security number or full debit card number.

c. Write the Company at Block, Inc., Attn: Cash Disputes, 1955 Broadway Street, Suite 600, Oakland, CA 94612.

You must contact the Company no later than 60 days after we sent you the first account statement on which the error or problem appeared.

In order for us to investigate your claim, you will need to provide:

- Your name and Account information (including $Cashtag, email and/or phone number);
- Why you believe there is an error, and
- The dollar amount involved.

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 the complaint or question. If we decide to do this we will credit your Card

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Account for return of the credit amount to your Cash App within 10 business days for the amount you think is in error, so that you will have the use of the funds credited to your Cash App for funding your Card Account during the time it takes us to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within 10 business days, we may not credit your Card Account.

For errors involving new Card Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate a complaint or question. For new Card Accounts, we may take up to 20 business days to credit your Card Account for the return of the credit amount to your Cash App for the amount you think is an error. We will tell you the results within 3 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 process, contact Customer Service.

31. **Your Liability for Unauthorized Transactions.**

Tell the Company AT ONCE if you believe your Card, Tag or PIN has been lost or stolen or you believe a transaction has been made without your permission using information from your Card, your Tag or your PIN, or you could lose all the money in your Account. Contact Customer Service immediately at the number or address provided above to keep possible losses to a minimum. You may contact us through your Account in the app, by calling 1-800-969-1940, or by writing to us at Block, Inc., Attn: Cash Disputes, 1955 Broadway, Suite 600, MSC 211, Oakland, CA 94612.

Under Cash App's zero fraud liability protection, you will not be liable for unauthorized transactions on your Account if you notify us within 60 days after we send you the account statement reflecting the unauthorized transfer. If you fail to provide notice within the 60 day period, you will not be liable for any unauthorized transactions during the initial 60 day period. However, you may not be entitled to a refund of any money lost from any unauthorized transaction that occurs after the 60 days if we can prove that we could have stopped someone from taking the money had you provided timely notice. If there are extenuating circumstances (such as a long trip or a hospital stay) that prevented you from notifying us within the required time, we will extend the time period for a reasonable period.

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This zero fraud liability protection applies to “unauthorized electronic fund transfers” as defined under Regulation E. See the Cash App Terms of Service, Section XII. Transaction Information and Disputes, for additional information regarding Regulation E.

32. Unclaimed Property. If your Card Account becomes inactive (e.g., if you do not use the funds in your Card Account or access your Card Account for a certain period of time), 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.

33. **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.

34. **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.

35. **Amendment**. We may add to, delete, or amend this Agreement at any time in our sole discretion without providing notice to you, subject to applicable law. 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 Cash App website or delivering notice of changes to you electronically.

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36. **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.

37. **Cancellation and Suspension**. To the extent not prohibited 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 at the number or address provided below. 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 to be returned to you via a check to the mailing address we have in our records. The Bank reserves the right to refuse to return the unused balance if it is less than $1.00.

38. **Business Days**. Our business days are Monday through Friday 9 am to 5 pm Pacific Time, excluding federal holidays. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.

39. **English Language Controls**. Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

40. **Telephone Monitoring and Recording**. You agree that from time to time, without further notice to you, we may monitor and/or record telephone calls and electronic communications between you and us to assure the quality of our customer service or as required by applicable law.

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41. **Website Availability**. Although considerable effort is expended to make our website and other operational and communications channels available around the clock, we do not warrant these channels to be available and error free every minute of the day. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.

You agree to act responsibly with regard to our website and its use. You will not violate any laws, interfere or disrupt computer networks, impersonate another person or entity, violate the rights of any third party, stalk, threaten or harass anyone, gain any unauthorized entry, or interfere with the website's systems and integrity.

We shall not bear any liability, whatsoever, for any damage or interruptions caused by any "computer viruses" that may affect your computer or other equipment. We advise the regular use of a reputable and readily available virus screening and prevention software.

42. **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, without giving effect to any principles that provide for the application of the law of another jurisdiction.

43. **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

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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.

44. **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).

45. **Binding Arbitration**

Disputes. For purposes of this Section 45, "Disputes" are defined as any claim, controversy, or dispute between you and the Bank, its processors, suppliers or licensors (or their respective affiliates, agents, directors or employees), whether arising before or during the effective period of this Agreement, and including any claim, controversy, or dispute based on any conduct of you or the Bank that occurred before the effective date of this Agreement, so long as the dispute was not filed in arbitration or, in limited circumstances, in court, prior to the Effective Date of this Agreement, including any claims relating in any way to this Agreement or the Program, or any other aspect of our relationship.

General. You and the Bank agree that any and all Disputes, except those that are resolved informally or brought in a small claims court, will be individually arbitrated by a neutral arbitrator who has the power to award the same individual damages and individual relief that a court can. YOU AND THE BANK MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, AND REPRESENTATIVE ACTIONS ARE NOT PERMITTED. YOU WAIVE ANY RIGHT TO HAVE YOUR CASE DECIDED BY A JURY AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST THE BANK. Nothing in this agreement prevents you or the Bank from settling Disputes on a class, representative, or consolidated basis. If any term of this arbitration agreement is found unenforceable, including the Mass Procedures described below, the unenforceable term will be severed, and the remaining terms will be enforced (but in no case will there be a class action, class arbitration, or representative action arbitration). You acknowledge and

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agree that this arbitration agreement applies to all Disputes, including Disputes arising from conduct that occurred prior to the effective date of this or any prior version of this Agreement.

Pre-Filing Requirement to Attempt to Resolve Disputes. Before an arbitration is commenced, you and the Bank agree to attempt to avoid the costs of formal dispute resolution by giving each other a full and fair opportunity to address and resolve a Dispute informally. Both parties recognize that this is an important requirement, and that breach of this requirement would be a material breach of this Agreement. To provide this opportunity, before commencing any arbitration, proceeding in small claims court, or lawsuit (when permitted by this arbitration agreement), each party agrees to send to the other party a written Notice ("Notice") and personally meet and confer to informally resolve any Dispute. Any Notice to the Bank should be sent by mail to Block, Inc., Attn: Arbitration Agreement, 1955 Broadway, Suite 600, Oakland, CA 94612. Any Notice sent to you will be mailed to the address on file for your account. The Notice must: (i) include your name, mailing address, $Cashtag, and the email address and phone number associated with your account, and; (ii) provide detailed information sufficient to evaluate the merits of the claiming party's individualized claim and for the other party to determine if an amicable resolution is possible; (iii) set forth the specific relief sought, including an accurate, good-faith calculation of the amount in controversy, enumerated in United States Dollars, including whatever amount of money is demanded and the means by which the demanding party calculated the claimed damages; and (iv) be personally signed by you or the Bank, as applicable. A Notice is only valid when it pertains to, and is on behalf of, an individual party. A Notice brought on behalf of multiple parties is invalid as to all. Both parties agree that they will attempt to resolve a Dispute through an informal negotiation within sixty (60) days from the date the Notice is received, and you and the Bank therefore agree that, before either you or the Bank demands or attempts to commence arbitration or litigation (where permitted) against the other, both parties will personally meet and confer, via telephone or videoconference, with each other in a good-faith effort to resolve informally any Dispute. These informal resolution conferences shall be individualized such that a separate conference must be held each time either party intends to commence individual arbitration or litigation (where permitted); multiple parties initiating claims cannot participate in the same informal resolution conference, unless mutually agreed to by the parties. If you are represented by counsel, your counsel may participate in the conference, but you shall also fully participate in the conference. Engaging in an informal resolution conference is a requirement that must be fulfilled before commencing arbitration or litigation (where permitted). Any statute of limitations shall be tolled while the parties engage in the informal resolution process required by this paragraph.

After that sixty (60) day period and not before, and after the informal resolution conference has occurred and not before, either party may elect, in a written Notice to the other party as described above, that it will pursue the matter either through small claims court or arbitration. The party receiving the notice shall then have seven (7) days to respond, including to elect for the case to be heard by a small claims court with jurisdiction. After that seven (7) day period and not before, either party may commence arbitration if not proceeding in small claims court with jurisdiction. You agree that compliance with the informal resolution process described above is a condition precedent to commencing arbitration or filing a claim in small claims court. A party's failure to satisfy this condition precedent entitles the opposing party to seek immediate dismissal of the arbitration or litigation (where permitted) and the right to seek reimbursement of its costs. If either party elects small claims court, the Dispute will be resolved in that forum and not through arbitration. Each party agrees that state courts in the City of Oakland and County of Alameda, California, or federal court for the Northern District of California, referenced below, may enter injunctive relief to enforce the pre-filing requirements of this paragraph, including an injunction to stay an arbitration that has been

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commenced in violation of this paragraph. Each party also agrees that state courts in the City of Oakland and County of Alameda, California, or federal court for the Northern District of California may address whether a claim filed in small claims court or in arbitration has been previously released.

Scope of Arbitration. If we and you are not able to resolve the Dispute by informal negotiation or, as provided below, in a small claims court, all Disputes will be resolved finally and exclusively by binding individual arbitration with a single arbitrator (the "Arbitrator") administered by National Arbitration and Mediation ("NAM") (https://www.namadr.org) according to the NAM Comprehensive Rules and Procedures in effect at the time of the arbitration and, when applicable, the NAM Supplemental Rules for Mass Arbitration Filings (together, the "NAM Rules"), and this Section 45. In the event NAM is unavailable to administer the arbitration, either party may invoke 9 U.S.C. § 5 to request that a court appoint the Arbitrator. Except as set forth above, and for Disputes subject to jurisdiction in small claims court, the Arbitrator shall be responsible for determining all threshold arbitrability issues, including issues relating to whether this Agreement (or any aspect thereof) is enforceable, unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

Small Claims Court. Subject to applicable jurisdictional requirements, either party may elect to pursue a Dispute in a local small-claims court rather than through arbitration so long as the matter remains in small claims court and proceeds only on an individual basis. If a party has already submitted an arbitration demand to the arbitration provider but before an Arbitrator has been selected, and the claim is subject to the jurisdiction of the filing party's local small claims court, the other party can send a written notice to the opposing party and the arbitration provider requesting that the Dispute be decided in small claims court. Upon receipt of such notice, and if all outstanding arbitration service fees have been paid, the arbitration provider shall then administratively close the case.

Arbitration Procedures. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, including its procedural provisions, fully applies. So long as it is consistent with the NAM Rules, the arbitration shall occur through the submission of documents to one Arbitrator. To the extent the Arbitrator determines a hearing is required, the arbitration shall be conducted remotely by telephone or video conference. To the extent that the Arbitrator determines that an in-person hearing is required, the arbitration hearing will take place as close to your hometown as practicable. You and the Bank will have the right to file early or summary dispositive motions. The Arbitrator's award will be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The Bank values your privacy, particularly with respect to your financial transactions and data. Each of the parties shall maintain the confidential nature of the arbitration and shall not (without the prior written consent of the other party) disclose to any third party the fact, existence, content, award, or other result of the arbitration, except as may be necessary to enforce, enter, or challenge such award in a court of competent jurisdiction or as otherwise required by applicable law. While an Arbitrator may award declaratory or injunctive relief, the Arbitrator may do so only with respect to the individual party seeking relief and only to the extent necessary to provide relief warranted by the individual party's claim. The Arbitrator's decision and judgment thereon will not have a precedential or collateral estoppel effect with respect to disputes involving other parties.

Mass Procedures. To increase the efficiency of administration and resolution or arbitrations, you and the Bank agree that in the event that there are twenty-five (25) or more individual arbitration

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demands of a substantially similar nature filed against the Bank by or with the assistance of the same or coordinated counsel or entities ("Mass Proceeding"), the parties shall select twelve (12) individual arbitration demands (six (6) per side) for which arbitration will initially proceed ("Bellwether Arbitrations"). The NAM Supplemental Rules for Mass Arbitration Filings shall apply to Mass Proceedings. While the Bellwether Arbitrations are adjudicated, all other demands for arbitration that are part of the Mass Proceeding shall be held in abeyance and stayed, no other cases may be filed in arbitration, and NAM shall not accept or demand payment of any administration or arbitrator fees in connection with such stayed demands (other than any initial filing fees, and/or Procedural Arbitrator fees, if applicable, already paid or incurred). Any applicable statute of limitations shall be tolled as to non-Bellwether Arbitrations demands when such non-Bellwether Arbitrations are held in abeyance. The tolling period will begin when the claimant first provided the Notice of its intent to initiate an informal resolution conference as described above. Throughout this first stage, the Arbitrators for the Bellwether Arbitrations are encouraged to resolve the cases within 120 days of appointment or as swiftly as possible thereafter, consistent with fairness to the parties.

Following resolution of the Bellwether Arbitrations, all parties agree to engage in a single global mediation of all remaining demands comprising the Mass Proceeding (the "Bellwether Mediation"). The Bank shall pay the mediation fee. If the parties are unable to resolve the remaining demands comprising the Mass Proceeding within thirty (30) calendar days following the Bellwether Mediation, NAM shall (1) administer all such remaining demands in batches of 100 demands per batch (or, if between twenty-five (25) and ninety-nine (99) individual demands remain, a single batch of all those demands, and, to the extent there are fewer than 100 demands remaining after the batching described above, a final batch consisting of the remaining demands); (2) appoint one Arbitrator for each batch; and (3) provide for the resolution of each batch on a consolidated basis with one set of administrative fees due per batch, one procedural calendar, one hearing (if any) in a place to be determined by the Arbitrator, and one final award, which will provide for any and all relief to which the Arbitrator determines each individual party is entitled ("Batch Arbitration"). NAM shall administer all batches concurrently, to the extent possible.

All parties agree that demands are of a "substantially similar nature" if they arise out of or relate to the same event or factual scenario and raise the same or similar legal issue(s) and seek the same or similar relief. To the extent the parties disagree on the application or enforceability of these Mass Procedures, the disagreeing party shall advise NAM, and NAM shall appoint a sole standing Procedural Arbitrator or, should the circumstances so require, an Emergency Arbitrator, according to the NAM Rules, to resolve the dispute (the Procedural Arbitrator or Emergency Arbitrator, the "Administrative Arbitrator"). In an effort to expedite resolution of any such initial questions, the parties agree that the Administrative Arbitrator may set forth such procedures as are necessary to resolve any such initial questions promptly. The Bank shall pay the Administrative Arbitrator's costs.

All parties agree that the Mass Procedures are designed to be a generally faster, more efficient, and more affordable mechanism for resolving a Mass Proceeding, including the claims of individual parties who are not selected for a Bellwether Arbitration.

All parties agree to cooperate in good faith with the arbitration provider to implement the Mass Procedures, including deferring any costs associated with the non-Bellwether Arbitration Mass Proceedings until the Bellwether Arbitrations and Bellwether Mediation have concluded, paying single administrative fees for any subsequent batches of demands that proceed pursuant to Batch Arbitration, and cooperating to take any steps to minimize the time and costs of arbitration, which

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may include the appointment of a discovery special master to assist the Arbitrator in the resolution of discovery disputes and the adoption of an expedited calendar of the arbitration proceedings.

These Mass Procedures shall in no way be interpreted as authorizing or creating a class, collective, or representative action of any kind, or an arbitration involving joint or consolidated claims, except as expressly set forth in this Section 45, and nothing about the Mass Procedures will preclude any party from participating in any arbitration administered according to that process.

Arbitration Fees. Your and the Bank's responsibility to pay any NAM fees and costs will be solely as set forth in the applicable NAM fee schedules (the "Fee Schedules"). For purposes of this arbitration agreement, references to you and the Bank also include respective subsidiaries, affiliates, agents, employees, predecessors, successors and assigns as well as authorized users or beneficiaries of the Program.

Opt Out. You have the right to opt out of this arbitration agreement by sending a written notice of your decision to opt out (the "Opt Out") within thirty (30) days after you first join the Program , or for existing customers who agree to an amended version of the arbitration agreement as a terms update, within thirty (30) days after first becoming subject to that amended arbitration agreement. The Opt Out must be mailed to Block, Inc., Attn: Arbitration Agreement, 1955 Broadway, Suite 600, Oakland, 94612 (please note that any correspondence not related to opting out sent to this address will not receive a reply). For your convenience, we are providing an opt out notice form you must complete to Opt Out. To complete this form, you must provide your name, address, $Cashtag, phone number and the email address(es) you used to sign up for and use the Services. This is the only way to opt out of this arbitration agreement. Any Opt Out will be effective only if you send it yourself, on an individual basis, and opt outs from any third-party purporting to act on your behalf will have no effect on your or Bank's rights. If you opt out of this Arbitration Agreement, all other parts of these Terms, Additional Terms, and other policies applicable to the Program will continue to apply to you. Opting out of this arbitration agreement will have no effect on any arbitration agreements that you may currently have with us, including any previous versions of this arbitration agreement to which you agreed and did not timely opt out, which will remain in effect, and has no effect on any future agreements you may reach to arbitrate with us.

Court Proceedings. Subject to and without waiver of the arbitration provisions above, you agree that any judicial proceedings (other than small claims actions as discussed above) will be brought in and you hereby consent to the exclusive jurisdiction and venue in the state courts in the City of Oakland and County of Alameda, California, or federal court for the Northern District of California.

46. **Miscellaneous**.

Prepaid debit cards issued by Sutton Bank, Member FDIC.

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