

## Section I – Sutton Bank Cardholder Agreement

### SUTTON BANK CARDHOLDER AGREEMENT

#### CARDHOLDER AGREEMENT / TERMS & CONDITIONS

*IMPORTANT – PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION (“ARBITRATION” SECTION) REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.*

#### **CUSTOMER SERVICE CONTACT INFORMATION:**

Mailing Address:

3280 Peachtree Rd NE, 7th Floor, Atlanta, GA 30305

Phone Number: (855)-730-9357

Website: <https://help.wirexapp.com/hc/en-us/requests/new>

#### **About Your Card**

This Cardholder Agreement (“*Agreement*”) constitutes the agreement between you, and Sutton Bank Attica, Ohio (“*Sutton Bank*” or “*Issuer*”), outlining the terms and conditions under which the VISA Card has been issued to you by the Issuer. The Issuer is an FDIC insured member institution. “*Card*” means the physical Prepaid VISA Card issued to you by Sutton Bank and a virtual Prepaid VISA Card represented by a 16-digit account number issued to you by Sutton Bank, and, in each case, which enables you to make certain electronic fund transfers to and from your prepaid Card Account with Sutton Bank. If you do not agree to the terms and conditions contained in this Agreement, do not activate or use the Card and contact Customer Service to cancel your Card. “*Card Account*” means the records we maintain to account for the funds associated with the Card. All Cards are issued by the Issuer and distributed and serviced by Wirex USA, Inc. (“*Wirex*”). “*You*” and “*your*” mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. “*We*,” “*us*,” and “*our*” mean the Issuer and its respective successors, affiliates, or assignees. You acknowledge and agree that the value available in the Card Account is limited to the funds that you have loaded into the Card Account or have been loaded into the Card Account on your behalf. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of your Card. The Card is a prepaid card. The Card is not connected in any way to any other account. The Card is not a credit card and will not enhance your credit rating. You will not receive any interest on your funds in the Card Account. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is nontransferable, is not for resale, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. We may refuse to process any transaction that we believe may violate the terms and conditions of this Agreement.

Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to “*days*” found in this Agreement are calendar days unless indicated otherwise.

Write down your Card number and the Customer Service telephone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

### **1. DESCRIPTION OF YOUR CARD**

The Card is a prepaid card useable wherever prepaid debit cards bearing the applicable payment network brands on your Card are accepted worldwide. 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. You may use your Card to make purchases at any merchant that accepts VISA debit cards, subject to your available Card Account balance and the other terms and conditions of this Agreement. You may not use your Card for any online gambling, escort services or any illegal transaction. 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.

Activating Your Card: You must activate your Card before it can be used. To activate your virtual or physical Card, contact Customer Service. Your Card will not be available for activation until Sutton Bank has verified your identify.

### **2. IMPORTANT INFORMATION ABOUT OPENING A NEW CARD 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 obtains a Card. What this means for you: when you open a Card, we will ask for your name, address, date of birth, 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 identifying documents.

### **3. Personal Identification Number (PIN)**

To protect the use of your Card, you will be provided with a personal identification number ("PIN"), which must be used on all automated teller machine ("ATM") transactions and PIN transactions. You should not write or keep your PIN with your Card. Never share your PIN with anyone 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*" below. Your PIN will be the same for both your virtual and physical Card.

### **4. Authorized Card Users**

You may not permit another person to have access to your Card or Card number. If you do provide access to your Card or Card number, you are liable for all transactions incurred with the Card or Card number. You must notify us to revoke permission for any person you previously authorized to use Card information or have access to your account. You are wholly responsible for the use of each Card according to the

terms of this Agreement subject to the section labeled “*Your Liability for Unauthorized Transfers*” below, and other applicable law.

#### **5. FDIC Insurance**

All funds associated with the Card shall be held in an account with the Issuer for your benefit, with the balance of such funds to be reduced through your use of such funds or through the imposition of fees and other charges in accordance with the terms and conditions of this Agreement. If you have provided us with the personal information described in the paragraph above labeled “Important Information about Opening a New Card Account,” then such funds are insured by the Federal Deposit Insurance Corporation (“*FDIC*”) up to the maximum amount specified by FDIC regulations.

#### **6. Representations and Warranties**

By activating your virtual or physical Card or by retaining, using or authorizing the use of the Card, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the United States, Puerto Rico or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the Card is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card.

#### **7. Disclaimer of Warranties**

EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, 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.

#### **8. Limitation of Liability**

WE WILL NOT BE LIABLE TO YOU FOR: DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, OR RIOTS; THE FAILURE OF MERCHANTS TO HONOR THE CARD; THE FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES; COMMUNICATION SYSTEM FAILURES; OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, OR ANY PAYMENT SYSTEM. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES. IN NO EVENT SHALL YOU BE 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. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE REQUIRED BY LAW. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOUR RECOVERY FOR ANY ALLEGED NEGLIGENCE OR MISCONDUCT BY US SHALL BE LIMITED TO THE TOTAL AMOUNT LOADED ON THE CARD.

#### **9. Cash Access; Account Access; Limitations**

You acknowledge and agree that the value available in the Card Account is limited to the balance of the Card Account. Nevertheless, if any transactions cause the available balance in your Card Account to go negative, including any purchase transactions where the retailer or merchant does not request authorization, you shall remain fully liable to us for the amount of any negative balance and any corresponding transaction fees. You agree to pay us promptly for 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. We further reserve the right to offset any negative balance by any current or future funds you may load to or maintain in your Card Account or funds in any other Card Account you maintain with us now or in the future.

You may use your Card to purchase or lease goods or services in the United States and District of Columbia online, by mail or telephone wherever VISA debit cards are accepted as long as you do not exceed the value available in your Card Account. You are responsible for all transactions initiated by use of your Card, except as otherwise set forth herein. If you do not have enough funds available in your Card Account for the amount authorized by you, your transaction will be declined. If you do not have enough funds available in your Card Account, you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with cash or using another payment method. These are called “split transactions.” Some merchants do not allow cardholders to conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash. You may not use your virtual Card for making purchases at any vending machines, kiosks or gas station pumps. If you use your Card number without presenting your Card (such as for an online transaction), the legal effect will be the same as if you used the Card itself in-store. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions made with your Card. Nevertheless, if a transaction exceeds the balance of the funds available in your Card Account, you shall remain fully liable to us for the amount of the transaction.

**Cash Access.** With your PIN, you may use your physical Card to obtain cash from any Automated Teller Machine (“ATM”) that bears the Visa®, PULSE®, or MoneyPass® acceptance mark, or you may use the Card to withdraw funds at any POS device, as permissible by a merchant, that bears the Visa®, PULSE®, or MoneyPass® Acceptance Mark. Some of these services may not be available at all terminals. Any funds withdrawn from an ATM or POS device are subject to the transaction limits established under this Agreement. If you seek to withdraw cash from a merchant POS device, please note that each merchant may establish limits as to how much cash may be obtained from a POS device at a single time or through a single location.

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. We are not responsible for such fee. The amount of the fee should be disclosed at the ATM. Any such fee will be deducted from the balance of the Card, along with the amount of the withdrawal performed at the ATM.

**PIN and Non-PIN Transactions:** Merchants may limit the available options for the type of transaction you wish to conduct or may let you choose between a PIN (“Debit”) transaction or a signature (“Credit”)

transaction at the point of sale. To initiate a signature transaction at the point of sale, select "Credit" and sign the receipt (if required by the merchant). To initiate a PIN transaction at the point of sale, select "Debit" and enter your PIN at the point of sale terminal. For mail order, telephone, Internet or other card-not-present purchases, merchants may choose to route a transaction as a PIN transaction without asking you to enter your PIN.

**Foreign Transaction Fee:** If you obtain your funds (or make a purchase) in a currency or country other than the currency or country in which your Card was issued ("*Foreign Transaction*"), you will be charged a fee equal to 3% on the total amount of the transaction in U.S. Dollars. The card association may consider transactions occurring in U.S. territories to be Foreign Transactions, so transactions originating from these locations may be subject to a Foreign Transaction Fee. If the Foreign Transaction results in a credit due to a return, we will not refund any Foreign Transaction Fee that may have been charged on your original purchase.

**Transactions in Foreign Currencies.** If you make a purchase using your Card in a currency other than in U.S. dollars, the amount deducted from the available funds in the Card Account 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 than the rate that was in effect on the date you performed the transaction.

**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 (7) days for the hold to be removed. During that period, you will not have access to the funds subject to the hold. Please be advised that you may experience difficulties using your Card at unattended vending machines, kiosks, and gas station pumps. If your Card is declined at a "pay at the pump" gas station even though you have sufficient funds available, you should pay for your purchase inside with the cashier.

**Digital Currency Conversion Services.** If enabled by Wirex, you may load funds to your Card Account through the sale of supported digital currency via certain conversion services (the "Conversion Services"). The Conversion Services are provided separately by Wirex pursuant to Wirex's terms and conditions applicable to such Conversion Services. You acknowledge and agree that we are not responsible, and disclaim any and all liability for, the delivery, quality, safety, legality, or any other aspects of Conversion Services.

Limits:

LOAD, WITHDRAWAL, and SPEND LIMITS*	
Load Limitations	Limit
Maximum Card balance at any time	\$10,000
Total number of times you can reload your Card	Unlimited
Maximum amount of loads	\$5,000 aggregate per twenty-four (24) hour period
Maximum ACH credit (direct deposit per load)	\$5,000 per transaction
Minimum amount of load	\$0
Withdrawal Limitations	Limit
ATM Withdrawals	No more than \$500 total per twenty-four (24) hours, no more than \$3,000 per thirty (30) days
Spend Limitations	Limit
Maximum amount in Point of Sale Signature or Point of Sale PIN Transactions	\$2,500 Signature purchase, \$2,500 PIN purchase and aggregate \$5,000 per twenty-four (24) hours and \$10,000 per thirty (30) days
* Third parties may impose additional limitations.	

### 10. Loading Your Card

You may add funds to your Card Account, called “loading,” by Automated Clearing House (“ACH”) loads (e.g., direct deposit) up to \$5,000 per day. Each load may be subject to a fee pursuant to the Fee Schedule provided below. If you arrange to have funds transferred directly to your Card Account from a third party through an ACH load, you must enroll with the third party by providing the bank routing number and direct deposit account number that we provide you. There is no minimum load amount. The maximum balance allowed on your Card is \$10,000. We will reject any loads that exceed the maximum balance allowed on your Card. There are also maximum load restrictions we may place on your Card when aggregated with any other Cards you have. You agree to present your Card and meet identification requirements to complete load transactions as may be required from time to time.

FEDERAL PAYMENTS: THE ONLY FEDERAL PAYMENTS THAT MAY BE LOADED TO YOUR CARD ACCOUNT VIA AN ACH CREDIT ARE FEDERAL PAYMENTS FOR THE BENEFIT OF THE PRIMARY CARDHOLDER. IF YOU HAVE QUESTIONS ABOUT THIS REQUIREMENT, PLEASE CALL CUSTOMER SERVICE.

### 11. When Value on your Card is Available

Loads are available on the business day when final collected funds are received by us unless a longer time is permitted by applicable law.

### 12. Additional Card Features

We may offer additional products, features and services to you in connection with your Card, such as SMS text message and e-mail alerts, mobile account services, bill payment services, a loyalty program, and a

savings account. Additional terms and conditions may apply. Contact Customer Service or log on the Website for additional information and applicable terms and conditions.

### **13. Preauthorized Transfers**

**Preauthorized credits:** 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.

**Right to stop payment and procedure for doing so:** If you have told us in advance to make regular payments out of your Card Account, you can stop any of these payments. Contact Customer Service in time for us to receive your request three 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. We will charge you for each stop-payment order you give (See "*Fee Schedule*" paragraph below).

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

**Liability for failure to stop payment of preauthorized transfer:** If you order us to stop one of these payments three business days or more before the transfer is scheduled, and we do not do so, we will be liable for your losses or damages.

### **14. Refunds and Returns**

If you are entitled to a refund for any reason for goods or services obtained with your Card, the return and refund will be handled by the merchant. If the merchant credits your Card, the credit may not be immediately available. While merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit transaction and the refund may not be available for a number of days after the date the refund transaction occurs.

### **15. Card Replacement**

If you need to replace your Card for any reason, please contact us at Customer Service to request a replacement Card. You will be required to provide personal information which may include your Card number, full name, transaction history, copies of accepted identification, etc. We reserve the right to require an affidavit signed by you and conduct an investigation into the validity of any request. There is a fee for expedited shipping of a replacement Card in the amount shown in the paragraph of this Agreement captioned "*Fee Schedule*" below, which will be deducted from the balance associated with the new Card. It may take up to thirty (30) days to process a request for a replacement Card although we will endeavor to provide you with a replacement Card on as timely a basis as is reasonable under the circumstances.

### **16. Card Expiration**

For your physical Card, the Card plastic is valid through the expiration date shown on the front of the Card, the expiration date of your virtual Card is identified on the front of the virtual Card, in each case except where prohibited or modified by applicable law. The funds associated with the Card do not expire. You

will not be able to use your Card after the valid through date; however, you may request a replacement Card at no cost to you by following the procedures in the paragraph labeled “*Card Replacement.*” The new Card will have a value equal to the remaining balance of the expired Card.

**17. Receipts**

You should get a receipt at the time you make a transaction using your Card. You agree to retain, verify, and reconcile your transactions and receipts.

**18. Card Account Balance/Periodic Statements/Cardholder Agreement**

You are responsible for keeping track of your Card Account available balance. Merchants generally will not be able to determine your available balance. It is important to know your available balance before making any transaction. You may obtain information about the amount of money you have remaining in your Card account by calling Customer Service. This information, along with a 60-day history of account transactions, is also available on our Website. You also have the right to obtain a sixty (60) day written history of account transactions by calling or writing Customer Service.

A copy of this Agreement is available to you on our Website at <https://wirexapp.com/terms-and-conditions#card>

**19. Fee Schedule**

<b>Wirex Prepaid Standard Visa Fees</b>	
<b>Fee Type</b>	<b>Amount</b>
<b>Initial and Service Fees</b>	
Activation	\$0.00
Monthly Maintenance	\$1.00
<b>Get Cash</b>	
ATM Withdrawal –Domestic –PULSE Network	\$1.75 (No ATM operator surcharges at PULSE locations)
ATM Withdrawal – Domestic	\$1.50 <sup>1</sup> (ATM operator surcharges may apply)
ATM Withdrawal - International	\$1.50 <sup>1</sup>
ATM Decline	\$0.00
<b>Spend Money</b>	
Signature Purchase Transaction	\$0.00
PIN Purchase Transaction	\$0.00
Foreign Currency Conversion	3%
<b>Load Money</b>	
Cash Loads	\$0.00 <sup>2</sup>
<b>Account Information</b>	
Mobile, Web, Automated Phone Support	\$0.00 <sup>2</sup>



ATM Balance Inquiry	\$0.00 <sup>1</sup>
Live Agent Support	\$0.00 per call
<b>Other Services</b>	
Replacement Card	\$7.00
Express Delivery of Replacement Card	\$0.00 (N/A)
Bill Pay	\$0.00
Bill Pay Exception Services (Proof of Payment or Stop Payment Request, Returned Payment)	\$0.00
Account Closure with Transfer Payout	\$25.00
PIN Change	\$1.00
Inactive Account Fee	\$5.00 per month (after 30 days of inactivity)
<sup>1</sup> ATM owner/operator fees/surcharges may apply	
<sup>2</sup> Third-party fees may apply	
Questions? Please call <b>(855)-730-9357</b> or visit <a href="https://help.wirexapp.com/hc/en-us">https://help.wirexapp.com/hc/en-us</a>	

## 20. Unclaimed Property

Applicable law may require us to report to state government authorities any funds remaining with respect to your Card after a certain period of inactivity. In that event, we may try to contact you at the address shown in our records. If we are unable to contact you, we may be required to transfer any funds remaining with respect to your Card to state government authorities as unclaimed property.

## 21. Confidentiality

We may disclose information to third parties about you, your Card, or the transactions you make:

- (1) Where it is necessary or helpful for completing transactions;
- (2) In order to verify the existence and condition of your Card for a third party, such as merchant;
- (3) In order to comply with government agency, court order, or other legal or administrative reporting requirements;
- (4) If you consent by giving us your written permission;
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed;
- (6) In order to prevent, investigate or report possible illegal activity;
- (7) In order to issue authorizations for transactions on the Card;
- (8) As permitted by applicable law; or
- (9) Otherwise as necessary to fulfill our obligation under this Agreement.

Please see our Privacy Policy, available at <https://wirexapp.com/privacy-data-retention> for further details. You hereby agree to our collection, use and sharing of information about you and the Card as provided in our Privacy Policy, which is made a part of this Agreement. This Privacy Policy also tells how you can (i) limit the ways we share, or (ii) request corrections to the information we maintain about you.

## 22. Our Liability for Failure to Complete Transactions

If we do not properly complete a transaction from your Card on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If through no fault of ours, you do not have enough funds available on your Card to complete the transaction;
- (2) If a merchant refuses to accept your Card;
- (3) If an ATM where you are making cash withdrawal does not have enough cash;
- (4) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- (5) If access to your Card has been blocked after you reported your Card lost or stolen;
- (6) If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- (7) If we have reason to believe the requested transaction is unauthorized;
- (8) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- (9) For any other exception stated in our Agreement with you or by applicable law.

### **23. Your Liability for Unauthorized Transfers**

Contact us at once if you believe your Card or PIN has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe your Card has been lost or stolen, or that someone has transferred or may transfer money from your Card Account without your permission, call us at Customer Service. If you have both a virtual and a physical Card and you report one of your Cards lost or stolen, both Cards will be canceled and new Cards will be issued.

VISA Transactions Routed through the Visa System: Visa Zero Liability Protection. Under Visa U.S.A. Inc. Operating Regulations, your liability for unauthorized transactions using your Card Account that take place on the Visa system without a PIN is \$0.00 if you are not grossly negligent or fraudulent in the handling of your Card. This reduced liability does not apply to PIN transactions not processed by Visa or ATM cash withdrawals (see Transactions Not Routed Through the Visa System below).

Transactions Not Routed Through the Visa System: Unauthorized transactions that are not routed through Visa are not protected by the Visa Zero Liability Protection policy. These types of transactions include (i) ATM transactions, and (ii) point of sale, PIN, PINless, automated clearing house, or other debit transactions not processed by Visa.

Also, if you become aware of and/or your statement or electronic history shows transactions that you did not make, notify us at once following the procedures stated in the paragraph labeled "Your Right to Dispute Errors". If you do not notify us in writing within sixty (60) days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time and you are grossly negligent or fraudulent in the handling of your Card. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If your Card has been lost or stolen, we will close your Card Account to keep losses down. Upon your request, we will issue you a replacement Card.

#### **24. Assignment; Applicable Law; Severability**

Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Ohio except to the extent governed by federal law.

#### **25. Amendment and Cancellation**

We reserve the right to change, delete or add to this Agreement and to apply any such modification to a Card and to any available balance on the Card. We will provide you notice of any such modification as required by applicable law. However, if the change is made for security purposes, we can implement such changes without prior notice. You hereby agree to accept all legally required notices by electronic means including posting on our web site or, at our election, U.S. postal mail. You hereby acknowledge and agree that all notices or modifications to this Agreement may be made by posting at our web site or other notice to you and become effective on the later of ten (10) days after the date of the notice or the effective date specified in the notice unless you cancel your Card in accordance with this Section 26. If you use your Card after such notice or modification is provided, you are agreeing to the change. Please visit us at our Website for our current Terms and Conditions. If we decide not to enforce our rights or charge a fee in one situation, we are not giving up our right to enforce it or to charge the fee in a later situation.

If you want to cancel the Card, please contact Customer Service. Upon cancellation of your Card, we will continue to honor transactions you have made up until your Card cancellation is processed in accordance with this Agreement, which may take up to forty-five (45) days following the cancellation of your Card, during which regular fees will apply. Cancellation of your Card will not affect any of our rights or your obligations arising under this Agreement before the Card was cancelled. In the event of Cardholder fraud, abuse of the Card Program privileges, or violation of this Agreement (for example, any attempt to sell or exchange your Card), we, in our sole discretion, reserve the right to cancel your participation in the Program. Any funds remaining on the Card after cancellation will be sent to you via a refund check. There is no fee for this service. The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00. Any request for a return of funds shall be processed within a reasonable period of time after your request.

#### **26. Overpayment**

We reserve the right to deduct funds from your Card Account in order to correct a previous error or overpayment to you.

#### **27. Your Right to Dispute Errors**

In case of errors or questions about your electronic transactions or Card Account, contact us at as soon as you can if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your Card Account, if the error could be viewed in

your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by contacting Customer Service. You will need to tell us:

1. Your name and Card Account number
2. Why you believe there is an error, and the dollar amount involved
3. Approximately when the error took place

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Card within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes to complete the investigation. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit your Card.

For errors involving new Cards, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question.

We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting us at the phone number or address listed at the beginning of this Section 28. If you need more information about our error-resolution procedures, please contact Customer Service.

#### **28. No Warranty of Availability or 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 below if you have any problems using your Card. You agree that the Issuer, Wirex, and their respective affiliates, employees, or agents are not responsible for any interruption of service.

#### **29. 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.

### **30. 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.

### **31. Customer Service**

For customer service or additional information regarding your Card, please contact Customer Service.

### **32. Telephone Monitoring/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.

### **33. No Warranty Regarding Goods or Services as Applicable**

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

### **34. Section Headings**

Section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any provision of this Agreement.

### **35. Entire Understanding**

This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to their subject matter.

### **36. Adding Your Card to a Digital Wallet**

You may elect to add your Card to one or more digital wallets ("Digital Wallets") supported by Bank and subject to the Bank's terms for adding your Card to a Digital Wallet. The Digital Wallet provider may allow you to conduct Transactions at a point of sale device and you may not be able to use your Card to perform Transactions at such point of sale devices until you have received a PIN pursuant to this Agreement.

### **37. Arbitration**

Any claim, dispute, or controversy ("Claim") between you and us arising out of or relating in any way to this Agreement, your Card, your acquisition of the Card, your usage of the Card, or transactions on the Card, no matter how described, pleaded or styled, shall be finally and exclusively resolved by binding

individual arbitration conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules in your state of residence at a location that is reasonably convenient for both parties.

ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO A TRIAL BY JUDGE OR JURY.

We will pay the initial filing fee to commence the arbitration.

You and we will have every remedy available in arbitration as you and we would have from a court and will be entitled to reasonable discovery. All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made finally and exclusively by the arbitrator. The arbitrator’s award will be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

This arbitration provision shall 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. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. Any different agreement regarding arbitration must be agreed to in writing.

This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16.

Solely for purposes of this Section 38 (“Arbitration”), “We” or “Us” shall mean the Issuer, and its respective successors, affiliates or assignees as well as any third party using or providing any product, service or benefit in connection with the Card.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE CARD, SAVE YOUR RECEIPT AND CONTACT CUSTOMER SERVICE TO CANCEL YOUR CARD AND TO REQUEST A REFUND.

The effective date for this Cardholder Agreement is 2/20/2019.

## Section II – Short Form Fee Disclosure

Monthly fee	Per purchase	ATM withdrawal	Cash reload
<b>\$1.00</b>	<b>\$0</b>	<b>\$1.75</b> <small>in-network</small> <b>\$1.50</b> <small>out-of-network</small>	<b>N/A</b>
ATM balance inquiry (in-network or out-of-network)		\$0 or \$0	
Customer service (automated or live agent)		\$0 or \$0 <small>per call</small>	
Inactivity (after 30 days with no transactions)		\$5.00 <small>per month</small>	
<b>We charge 3 other types of fees. Here are some of them:</b>			
International Transactions		3% of the transaction amount	
<b>No overdraft/credit feature.</b> Register your card for FDIC insurance and other protections. For general information about prepaid accounts, visit <a href="http://cfpb.gov/prepaid">cfpb.gov/prepaid</a> . Find details and conditions for all fees and services in the cardholder agreement – section III.			

## Section III – Long Form Fee Disclosure

All fees	Amount	Details
Get started		
Card purchase	\$0	
Monthly usage		
Monthly fee	\$1.00	
Add money		
Direct deposit	\$0	
Get cash		
ATM withdrawal (in-network)	\$1.75	"In-network" refers to the Wirex ATM Network. Locations can be found at <a href="https://help.wirexapp.com/hc/en-us">https://help.wirexapp.com/hc/en-us</a> .
ATM withdrawal (out-of-network)	\$1.50	This is our fee. "Out-of-network" refers to all the ATMs outside of the Wirex ATM Network. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
Information		
Customer service (automated)	\$0	No fee for calling our automated customer service line, including for balance inquiries.
Customer service (live agent)	\$0.	
ATM balance inquiry (in-network)	\$0	"In-network" refers to the Wirex ATM Network. Locations can be found at <a href="https://help.wirexapp.com/hc/en-us">https://help.wirexapp.com/hc/en-us</a> .
ATM balance inquiry (out-of-network)	\$0	This is our fee. "Out-of-network" refers to all the ATMs outside of the Wirex ATM Network. You may also be charged a fee by the ATM operator.
Using your card outside the U.S.		
International transaction	3%	Of the U.S. dollar amount of each transaction.
International ATM withdrawal	\$1.50	This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
International ATM balance inquiry	\$0	This is our fee. You may also be charged a fee by the ATM operator.
Other		
Inactivity	\$5.00	Except where prohibited by law, you will be charged \$5.00 each month after you have not completed a transaction using your card for 30 days.
Card Replacement	\$7.00	Charged each time a replacement card is ordered
Additional Card	\$7.00	Charged each time an additional card for the account is ordered.
PIN Change	\$1.00	Charged each time you change your PIN.
Transfer Payout at Account Closure	\$25.00	Charged when an account is closed and the remaining balance is transferred to an outside account.



Register your card for FDIC insurance eligibility and other protections. 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 and your card is registered. See [fdic.gov/deposit/deposits/prepaid.html](https://www.fdic.gov/deposit/deposits/prepaid.html) for details.

No overdraft/credit feature.

Contact Wirex by calling 1-855-730-9357, by mail at PO Box 53454, Atlanta, GA, 30355, or visit

<https://help.wirexapp.com/hc/en-us>.

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

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