

Short Form Disclosure

Effective date: April 11, 2022

Monthly fee	Per purchase	ATM withdrawal	Cash Reload
\$4.99*	\$0	Greater of 2% or \$1	\$2.75
ATM balance inquiry			\$0
Customer service (automated or live agent)			\$0
Inactivity (after 6 months with no transactions)			\$0
We charge 5 other types of fees			
Physical Card Replacement			\$7.50 per card
Physical Card Replacement Express Delivery (optional)			\$24.99 per card
Change Physical Card Design			\$9.99 per card
International Transaction			3% of transaction

*Fee may be lower with certain promotions.

No overdraft/credit feature.

Your funds are eligible for FDIC insurance.

For general information about prepaid accounts, visit cfpb.gov/prepaid.
Find details and conditions for all fees and services by visiting zytara.com/legal.

Zytara Card Cardholder Agreement

Revision Date: April 11, 2022

IMPORTANT – PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION (“ARBITRATION CLAUSE”) REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION AND WAIVING A RIGHT TO TRIAL BY JURY AND TO PARTICIPATE IN CLASS ACTIONS. YOU MAY REJECT THE ARBITRATION PROVISION BY SENDING US WRITTEN NOTICE WITHIN 45 DAYS AFTER YOUR FIRST CARD PURCHASE.

CUSTOMER SERVICE CONTACT INFORMATION:

Address: Zytara LLC, 300 East Davis St #144, McKinney, TX 75069

Website: www.zytara.com

Toll-Free Customer Service Number: 844.333.3103

1. THE CARD PROGRAM

This Zytara Card Cardholder Agreement (this “Agreement”) represents an agreement between you and Sutton Bank, member of the Federal Deposit Insurance Corporation (“FDIC”) (the “Bank”), and contains the terms and conditions governing the Zytara Card program (the “Program”), including the Zytara Prepaid Debit Card (the “Card”) and any reward, discount, and promotional offers related thereto. By clicking the Sign Up button on the mobile app or by using the Card, you agree to be bound by this Agreement. If you do not agree to be bound by this Agreement, do not click “Sign Up” or contact Customer Service to cancel your Card if you have already clicked “Sign Up”.

The following definitions and instructions apply to this Agreement: “You”, “your”, “Cardholder”, and “Primary Cardholder” mean the person who submits an initial request for a Card and is authorized to use a Card as provided for in this Agreement. “We”, “us,” and “our” mean the Bank and/or its successors, affiliates, and assignees. “Card Account” and “Primary Account” mean the account associated with your Card in which we account for the loads, transactions, fees and other claims associated with your Card. “Card” means the physical or digital prepaid debit card(s) issued to you or a Secondary Cardholder at your request by Sutton Bank, which enables

you to make certain electronic fund transfers to and from your Card Account with Sutton Bank. "Secondary Cardholder" means the person or persons who have been authorized to use a Sub-Account, have received a Card at the request of the Primary Cardholder and are authorized to use the Card as provided for in this Agreement. "Sub-Account" means a Card Account that is a sub-account of the Primary Account, established by the Primary Cardholder and utilized for the purpose of identifying, monitoring and approving Card transactions by a Secondary Cardholder, and managing separate purses such as the spend, save, and donate purses established for each Secondary Cardholder. In no event may a designee of the Primary Cardholder establish a Sub-Account, or close an existing Sub-Account. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural and the plural includes the singular. 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.

You acknowledge and agree that the value available in your Card Account is limited to the funds that you have loaded on your Card Account or that have been loaded to your Card Account on your behalf. The expiration date of the Card is identified on the front or back of your Card. The Card is a prepaid card and can only be used to access value that you have previously loaded onto it. The Card is not connected in any way to any other card or bank account. The Card is not a credit card and your use of the Card 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 Bank 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. The Card is not designed for business use, and we may cancel your Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms and conditions of this Agreement or that may be fraudulent or illegal.

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

Issuance to you of a Card is subject to successful completion of the identification verification process and receipt of the Bank's approval (see the paragraph of this Agreement below captioned "Important Information about Opening a New Card Account"). YOU CANNOT USE

YOUR CARD TO PERFORM TRANSACTIONS UNTIL YOU HAVE ACTIVATED YOUR CARD AND SELECTED A PERSONAL IDENTIFICATION NUMBER (“PIN”), IF APPLICABLE, PURSUANT TO THIS AGREEMENT.

BY ACTIVATING 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 AND OUR PRIVACY POLICY. PLEASE VISIT www.zytara.com/legal TO VIEW, PRINT, AND SAVE THIS AGREEMENT AND https://www.suttonbank.com/_/kcms-doc/85/49033/WK-Privacy-Disclosure-1218.pdf TO VIEW, PRINT, AND SAVE OUR PRIVACY POLICY.

2. CARD USE

The Card is a prepaid card usable wherever debit cards bearing the Mastercard® brand (“Card Network”) 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. Your Card is NOT a bank deposit account, debit card, or a charge card that allows you to make purchases or obtain advances and pay later. You may use your Card to make purchases at any merchant that accepts the Card Network’s 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.

3. IMPORTANT INFORMATION ABOUT OPENING A 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. Accordingly, when you request a Card, we will ask you for certain information, including, but not limited to, your name, address, date of birth, Social Security

Number, phone number, and other information that will allow us to identify you. If applicable, we also will request identifying information for any Secondary Cardholder, including, but not limited to, the full name and date of birth of any Secondary Cardholder. We may also request additional identifying information and documentation from time to time in connection with your access to or use of certain Card features, functionality, and services.

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

4. CARD ACTIVATION

The Primary Cardholder and the Secondary Cardholders, if any, must activate a Card before it can be used. We will mail your Card to the mailing address we have on file. Once received, Cardholders may activate their Card in the Zytara Mobile App.

5. PERSONAL IDENTIFICATION NUMBER (PIN)

You will select your PIN when activating your card via the Zytara Mobile App. Only one PIN will be issued for each Card. Never share your PIN with anyone. Do not write your PIN on your Card or keep your PIN with your Card. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the paragraph labeled "Your Liability for Unauthorized Transfers."

6. ADDRESS AND NAME CHANGES

You are responsible for notifying us of any change in your name, physical address, phone number, mailing address, or email address. Requests for address or name changes may be subject to additional verification requirements.

We will attempt to communicate with you only by use of the most recent contact information you have provided to us. You agree that any notice or communication sent to you at an

address noted in our records shall be effective unless we have received an address change notice from you.

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

7. AUTHORIZED CARD USERS

You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card or Card number we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card associated with your Card Account and associated Sub-Accounts according to the terms and conditions of this Agreement.

You may request up to three additional Cards for Secondary Cardholders. You must notify us immediately to revoke permission for any Secondary Cardholder you previously authorized to use the Card. You remain liable for any and all use of any additional Card(s) you authorize.

We may allow you, the Primary Cardholder, to add your minor child as a Secondary Cardholder with a corresponding Sub-Account linked to your Primary Account, provided that you are his or her parent or legal guardian. By requesting to add your minor child, you authorize us to make any inquiries, either directly or through third parties, including requiring you to provide documentation to us, either directly or indirectly, as we deem it necessary in our sole discretion to validate the information that you provide. Such inquiries may include engaging third parties to provide such services as age, identity and relationship verification. If we are unable to verify the information that you provide, we may (i) refuse to establish a requested Sub-Account; (ii) close an existing Sub-Account; (iii) close an existing Primary Account; and/or (iv) terminate your Zytara relationship. We reserve the right to request such information at the time of enrollment or at any time thereafter during which you are a Primary Accountholder. You acknowledge that this Agreement will apply to your minor child, and you hereby expressly accept Agreement on behalf of your minor child. You further agree to and accept full responsibility for your child's use of the Sub-Account, including all financial charges and legal liability that he or she may incur on behalf of your Card Account.

8. FDIC INSURANCE

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

For further information about deposit insurance generally, you may write to the FDIC at 550 17th Street, N.W., Washington D.C. 20429, telephone the FDIC's toll-free hotline at 877-275-3342, or visit its website at www.fdic.gov.

9. REPRESENTATIONS AND WARRANTIES

By activating the 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 lawfully residing in the U.S., Puerto Rico, or the District of Columbia (with a valid U.S. tax I.D.); (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 our Privacy Policy and agree to be bound by and to comply with its terms; and (vi) you accept the Card.

10. DISCLAIMER OF WARRANTIES

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

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

11. 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.

12. USING YOUR CARD AND ACCOUNT ACCESS LIMITATIONS

You acknowledge and agree that the value available to you in your Card Account is limited to the balance of your 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. To the extent allowed by applicable law, you are responsible for the reasonable costs we incur in collecting amounts owed by you to us under this Agreement, including reasonable attorneys’ fees and costs. 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.

Primary Account Card Limits	Amounts
Maximum Card Balance for Family ¹	\$10,000
Maximum \$ Amount at Point-of-Sale (Transaction/Daily/Monthly)	\$2500/\$5,000/\$10,000
Maximum \$ Amount at ATM (Transaction/Daily/Monthly)	\$510/\$1,010/\$5,000
Maximum \$ Amount for Peer to Peer (Transaction/Daily/Monthly)	\$250/\$500/\$1,000

Sub-Account Card Limits	Amount
Maximum Balance for all Sub-Accounts	\$5,000
Maximum \$ Amount at Point-of-Sale (Transaction/Daily/ Monthly)	\$1,000/\$1,000/\$5,000
Maximum \$ Amount at ATM (Transaction/Daily/ Monthly)	\$510/\$510/\$510
Maximum \$ Amount for Peer to Peer (Transaction/Daily/Monthly)	\$150/\$300/\$750

¹ "Family" means the Primary Account plus all Sub-Accounts.

With your PIN, you may use your Card to obtain cash from any ATM or any point-of-sale device, as permissible by a merchant, that bears the Mastercard mark. All ATM transactions are treated as cash withdrawal transactions. You may use your Card at an ATM and withdraw funds from a participating bank. Any funds withdrawn from a POS device will be subject to the maximum amount that can be spent on your Card per every 24-hour period. These are our limits associated with withdrawing cash from your card.

Any funds withdrawn from a POS device or through a participating bank will be subject to the maximum amount that can be spent on your Card per day. 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. This means that you may need to visit more than one merchant if you are seeking to withdraw cash in an amount which is less than or equal to the total limit above, but more than the limit established by the individual merchant.

13. LOADING YOUR CARD

You may load your Card Account: (a) using in-store cash value load transactions conducted at any Program location; (b) by arranging to have all or a portion of your paycheck, government benefits payment, tax refund check, or other electronic funds transfer deposited onto you Card using the Automated Clearing House system; or (c) by arranging for the transfer of funds originating from a financial institution located in the United States. Depending on your Card Account load method, you should have access to newly loaded funds no later than 5 business days. **There may be fees associated with these methods of Card Account loading. For information about the fees, see the Fee Schedule.**

Card Load Limits	Amounts
Min/Max Load Value per Transaction – ACH, Direct Deposit, and Debit/Credit Card	\$20 / \$5,000
Min/Max Load Value per Transaction – Cash	\$20/\$500
Maximum Load Value per Day – Cash	\$500
Maximum Loads per Day – All methods	3
Maximum Load Value per Day – All methods	\$5,000
Maximum Load Value per Month – All methods	\$10,000

You must load funds to your Card Account using one of the methods described in the preceding paragraph. We will not accept any checks, money orders, or cash mailed to us for deposit, or any inbound wire transfers to your Account. We are not liable for any checks, money order, or cash mailed to us. All checks, money orders, or cash sent to the Bank for loading onto your Card Account will be returned unless your Card Account has a negative balance at the time such check or money order is received, in which case the Bank may in its discretion choose to apply the check or money order proceeds to the negative balance owed.

14. PREAUTHORIZED TRANSFERS

The issuer bank's routing number and the 16-digit direct deposit account number assigned to your Card can be used for preauthorized direct debits from merchants, Internet service or other utility service providers ("Merchants") and for the purpose of initiating direct deposits to your Card. You may also arrange to make recurring payments to Merchants using your 16-digit Card number.

15. FEES

You agree to pay us the fees set forth in the "Fee Schedule" table below. Except as otherwise detailed below or where prohibited by law, all fee amounts will be withdrawn from your Primary Account and will be assessed as long as there is a remaining balance on the Primary Account. If there are insufficient funds in the Primary Account, fee amounts will be withdrawn from one

or more of your Sub-Account(s) that have sufficient funds on deposit to pay the outstanding fee amount.

If you use an ATM not owned by us for any transaction, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a withdrawal. This ATM fee is a third-party fee amount assessed by the individual ATM operator only and is not assessed by us. This ATM fee amount will be charged to your Card.

All amounts are expressed in U.S. Dollars. International Card transactions will be subject to the currency conversion rates of the card network operator (Mastercard), as such may be in effect and applied by Mastercard at the time of the Card transaction.

Your wireless carrier may charge fees for your data usage in connection with your use of the Zytara Mobile App. The Zytara fees are unrelated to any such fees that may be charged to you by a third party, arising from your use of the Zytara Mobile App.

Fee Schedule

List of all fees for the Zytara Prepaid Card

All Fees	Amount	Details
Get Started		
Card Issuance/Activation	\$0	
Monthly Usage		
Monthly Fee	\$4.99	A single Monthly Fee will be assessed against either the Primary Account or any of the Sub-Accounts if funds are not available in the Primary Account. This fee will be deducted each month, beginning the first day of each month after account opening. The Monthly Fee will be waived any month where \$250.00 or greater is loaded to the Primary Card in the prior month.
Add Money		
Direct Deposit	\$0	
Cash Reload	\$2.75	Fee for loading cash through the retailer cash load network. This fee is charged to the Primary or Secondary Card that the funds are loaded to.

Get /Send Cash		
Domestic ATM Withdrawal	Greater of 2% or \$1	This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction. This fee is charged to the Primary or Secondary Card that transaction occurs on.
Over the Counter Cash Withdraw	Greater of 2% or \$1	Assessed each time the Card is used at an Over the Counter/In-Person Bank Teller. The Bank/Financial Institution may charge an additional fee for each transaction. This fee is charged to the Primary or Secondary Card that transaction occurs on.
ATM Decline Fee	\$0	This is our fee. You may also be charged a fee by the ATM operator.
Card to Card Transfer	\$0	
Information		
Automated (IVR) Phone Calls	\$0	Fee for each contact with the Automated (IVR) system including balance inquiries
Live Agent Phone Calls	\$0	Fee for contact with a live customer service agent including balance Inquiries.
ATM Balance Inquiry	\$0	This is our fee. You may also be charged a fee by the ATM operator.
Using Your Card Outside the U.S.		
Foreign Currency Fee	3.0%	Of the U.S. dollar amount of each transaction done in a foreign country and/or foreign currency. This fee is charged to the Primary or Secondary Card that transaction occurs on.
International ATM Withdrawal	Greater of 2% or \$1	This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction. This fee is charged to the Primary or Secondary Card that transaction occurs on.
International ATM Balance Inquiry	\$0	This is our fee. You may also be charged a fee by the ATM operator.
Other		
Inactivity Fee	\$0	
Physical Card Replacement (Standard Delivery)	\$7.50	Per replacement card ordered. First replacement with standard delivery is free. This fee is charged to the Primary or Secondary Card that is being replaced.

Physical Card Replacement (Expedited Delivery)	\$24.99	Per replacement card ordered with expedited delivery. This fee is charged to the Primary or Secondary Card that is being replaced.
Change Physical Card Design (Standard Delivery)	\$9.99	Per new card design ordered with standard delivery. This fee is charged to the Primary or Secondary Card that is being replaced.
Unused Balance Check Refund Fee	\$2	This fee is charged to issue an unused balance via check for a canceled, closed, or terminated Account.

Your funds are eligible for FDIC insurance. Your funds will be held at or transferred to Sutton Bank, an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event Sutton Bank fails, if specific deposit insurance requirements are met 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 Zytara by phone at 844.333.3103, by mail at 300 East Davis St #144, McKinney, TX 75069, or visit www.zytara.com.

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).

16. FRAUDULENT OR CRIMINAL CARD ACCOUNT ACTIVITY

We reserve the right to block, suspend, or cancel your Card if, as a result of our policies and processes, we detect what we reasonably believe to be fraudulent, suspicious, or criminal activity or any activity inconsistent with this Agreement. We may temporarily suspend your Card in the event we detect unusual or suspicious activity. If we exercise this right, we will incur no liability to you because of any resulting unavailability of the funds in your Card Account or your inability to use your Card.

17. REFUNDS AND RETURNS

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds and agree to the refund policy of that merchant. The exchange or return of merchandise purchased in whole or in part with the Card will be governed by the procedures and policies of each merchant and applicable law. At the

time of any exchange or return, you should present both the merchandise receipt and the Card. If you receive a credit, the credit may not be added to the available funds on the Card for seven (7) business days. Neither the Bank, the Card Network, the Processor nor the Program Manager, nor their respective affiliates, employees or agents are responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with a Card or any damages resulting directly or indirectly from the use of the Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

18. CARD REPLACEMENT

If you need to replace your Card for any reason, please contact us at 844.333.3103 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 "Fees," 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.

19. CARD EXPIRATION

The Card plastic is valid through the expiration date shown on the front or back of the Card, 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 expiration 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.

20. FOREIGN CURRENCY TRANSACTIONS

If you obtain your funds or make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by the Card Network into an amount in the currency of your Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is

a rate selected by the Card Network from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate the Card Network itself receives, or the government-mandated rate in effect for the applicable central processing date. If you obtain your funds or make a purchase in a currency other than the currency in which your Card was issued, the Bank may assess a foreign currency conversion fee of 3% of the transaction amount and will retain this amount as compensation for its services. Transactions made outside of the 50 United States, the District of Columbia, Puerto Rico, and other U.S. territories are also subject to this conversion fee even if they are completed in U.S. currency.

If you conduct a transaction in a currency other than U.S. dollars, the merchant, the Card Network or other entity that processes the transaction may convert any related debit or credit into U.S. dollars in accordance with its then-current policies. Mastercard currently uses a conversion rate that is either: (a) selected from a range of rates available in the wholesale currency markets (note: this rate may be different from the rate the association itself receives), or (b) the government-mandated rate. The conversion rate may be different from the rate in effect on the date of your transaction and date it is posted to your account. In addition to the currency conversion charge, we will impose a charge equal to 3% of the transaction amount (including credits and reversals) for each transaction (U.S. or foreign currency) that you conduct at merchants (including foreign websites) outside the United States.

21. 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.

22. CARD ACCOUNT BALANCE/ 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 844.333.3103 or by accessing your account via the Zytara Mobile App. This information, along with a 12-month history of account transactions, is also available by logging into your Account in the Zytara Mobile App. If your account is registered with us, you also have

the right to obtain at least 24 months of written history of account transactions by calling 844.333.3103, or by writing us at Zytara LLC, 300 East Davis St #144, McKinney, TX 75069. You will not be charged a fee for this information unless you request it more than once per month. A copy of this Agreement is available to you at www.zytara.com/legal.

23. 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.

24. CONFIDENTIALITY

We may disclose information to third parties about 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://www.suttonbank.com/_/kcmsdoc/85/49033/WK-Privacy-Disclosure-1218.pdf, for further details.

25. 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.

26. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

Contact us at once if you believe your Card 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 Customer Service at 844.333.3103. Under the Mastercard rules, your liability for unauthorized card transactions on your Card Account is \$0.00 if you notify us within two (2) business days and you exercise reasonable care in safeguarding your Card from loss, theft, or unauthorized use. This reduced liability does not apply if a PIN is used as the method of verification for a disputed transaction or you have reported two (2) or more incidents of unauthorized use in the immediately preceding twelve (12) month period. If you notify us within two (2) business days of any unauthorized transactions, you can lose no more than \$50.00 if someone used your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card, and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as \$500.00.

Also, if you become aware of and/or your statement 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 the transaction was viewable in your electronic history 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 please notify us immediately and we will inactive your Card and send you a replacement Card at no charge. In some cases, we may close your Card Account to keep losses down. Upon your request, we may provide you with a replacement Card Account.

27. ASSIGNMENT; APPLICABLE LAW; SEVERABILITY

This Agreement will be governed by and interpreted in accordance with federal law and, to the extent federal law does not apply, by the laws of the State of Ohio. You consent and submit to the exclusive jurisdiction of the state and federal courts located in Ohio, with respect to all controversies arising out of or in connection with the use of the Card and this Agreement that are not subject to arbitration or to any proceeding to enforce the Arbitration Clause or to confirm or vacate an arbitration award.

28. AMENDMENT AND CANCELLATION

We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on our website at www.zytara.com/legal, and any such amendment shall be effective upon such posting to that website. The current Agreement is available at www.zytara.com/legal. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us or contacting 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. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

In the event that your Card Account is canceled, 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. There is a fee for this service. Please refer to the paragraph of this Agreement captioned "Fee Schedule" above. 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.

29. OVERPAYMENT

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

30. YOUR RIGHT TO DISPUTE ERRORS

In case of errors or questions about your electronic transactions, call 844.333.3103 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 hear from you no later than 60 days after the earlier of the date the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at 844.333.3103. You will need to:

1. Tell us your name and Card Account number.
2. Describe the error or the transfer you are unsure about, and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

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. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing the 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.

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. If you need more information about our error resolution procedures, call 844.333.3103.

31. NO WARRANTY OF UNINTERRUPTED USE

From time to time the Card services may be inoperative, and when this happens, you may be unable to use your Card or obtain information from your Card, including the available balance of funds associated with your Card. Please notify us at the Customer Service number stated below if you have any problems using your Card. You agree that neither the Bank, the Card Network, the Program Manager nor any of their respective affiliates, employees, or agents are responsible for any interruption of service.

32. WEBSITE AND MOBILE APP 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.

33. 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.

34. CUSTOMER SERVICE

For customer service or additional information regarding your Card, please contact us at 844.333.3103 or at www.zytara.com/support

Customer Service agents are available twenty-four (24) hours a day, seven (7) days a week to answer your calls.

35. 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.

36. 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.

37. 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.

38. ARBITRATION CLAUSE

You or we may elect to resolve any claim by an individual arbitrator. Claims are decided by a neutral arbitrator. If arbitration is chosen by any party, you and we hereby waive the right to

litigate the claim in court or have a jury trial on that claim. Further, you and we will not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to 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 purchase 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.

We will pay all fees associated with administration of arbitration, including fees to commence the arbitration. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.

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 Clause 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 Clause 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 Arbitration Clause, "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.

You may reject this Arbitration provision by sending a written rejection notice to us at: Zytara LLC, 300 East Davis St #144, McKinney, TX 75069. Your rejection notice must be mailed within 45 days after your first card purchase. Your rejection notice must state that you reject the Arbitration provision and include your name, address, Account number and personal signature. No one else may sign the rejection notice. If your rejection notice complies with these requirements, this Arbitration provision and any other arbitration provisions in the cardmember agreements for any other currently open Zytara accounts you have will not apply to you, except for any claims subject to pending litigation or arbitration at the time you send your rejection notice. Rejection of this Arbitration provision will not affect your other rights or responsibilities under this section or the Agreement.

The Zytara Prepaid Debit Card is issued by Sutton Bank, member FDIC, pursuant to license by Mastercard. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

This Cardholder Agreement is effective as of the Revision Date set forth above.