

Monthly fee	Per purchase	ATM withdrawal	Cash reload
<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>
ATM balance inquiry		\$0	
Customer Service (automated IVR or Live Agent)		\$0 per call	
Inactivity		\$0 per month	
<b>We charge no other types of fees.</b>			
<p><b>No Credit or Overdraft 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 inside the package,  or call <b>415-572-6911</b> or visit the <b>Phood mobile app</b>.</p>			

Financial Institution: Sutton Bank / Program: Phood Card

**List of all fees for Phood Discover Debit Card Prepaid Card**

<b>All Fees</b>	<b>Amount</b>	<b>Details</b>
<b>Get Started</b>		
Card Issuance/Activation	\$0	No fee is charged for issuance or activation.
<b>Monthly Usage</b>		
Monthly Fee	\$0	No monthly fee applies.
<b>Add Money</b>		
Direct Deposit	N/A	
<b>Get /Send Cash</b>		
Domestic ATM Withdrawal	N/A	
Over the Counter Cash Withdraw	N/A	
ATM Decline Fee	N/A	
Card to Card Transfer via App	N/A	
Card to Card Transfer Live Agent	N/A	
<b>Information</b>		
Automated (IVR) Balance Inquiry Phone Calls	\$0	Fee for each balance inquiry with the Automated (IVR) system.
Other Automated (IVR) Calls	\$0	Fee for each contact with the Automated (IVR) system.
Balance Inquiry Live Agent	\$0	Fee for each balance inquiry with a live agent.
Other Live Agent Phone Calls	\$0	Fee for contact with a live customer service agent.
Email and Text Message Alerts	\$0	Standard text messaging rates may apply.
Paper Statement Fee	\$0	
ATM Balance Inquiry	N/A	
<b>Using Your Card Outside the U.S.</b>		
Foreign Currency Fee	N/A	
International ATM Withdrawal	N/A	
International ATM Balance Inquiry	N/A	
International ATM transaction decline	N/A	
<b>Other</b>		
Inactivity Fee	\$0	
Balance Liquidation	N/A	Per transaction.
Replacement Card	\$0	Per replacement card ordered.

**No overdraft/credit feature.**

The Phood Discover Debit Card Account is not FDIC insured. The Phood Discover Debit Card Account is not FDIC insured because no funds are held at Sutton Bank on your Debit Card Account.

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

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

Contact Phood by phone at 415-572-6911, by mail at 15 Division St. 5th Floor New York, NY 10002, by email: [support@phood.co](mailto:support@phood.co) or visit the Phood mobile app.

**Phood Discover® Debit Card**  
**CARDHOLDER AGREEMENT / TERMS & CONDITIONS**

**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:**

**Mailing Address:** 15 Division St. 5<sup>th</sup> Floor New York, NY 10002

**Website:** <https://www.phood.co/>

**Phone Number:** 240-775-1365

**1. 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 Phood Discover Debit Card has been issued to you by the Issuer. The Issuer is an FDIC insured member institution. “Card” means the Phood Discover Debit Card issued to you by Sutton Bank. “School Sponsor” means the business entity funding the Card Account who requested that a Card be issued to you and who has the authority to place additional funds in the Card account from time to time. 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 Phood Inc. “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 or that may be fraudulent or illegal.

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.

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, AS WELL AS THE TERMS OF USE, CARD USE RESTRICTIONS, AND PRIVACY POLICY FOUND AT [HTTPS://WWW.PHOOD.CO/](https://www.phood.co/) (THE “WEBSITE”), WHICH ARE INCORPORATED IN THIS AGREEMENT. VISIT THE WEBSITE TO VIEW, PRINT, AND SAVE THIS AGREEMENT.

**2. 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 in the United States. The Card cannot be used outside the United States. 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 Discover cards, subject to your available Card Account balance and the other terms and conditions of this Agreement, including the Card Use Restrictions. 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. 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. 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 Registration/Activation and Personal Identification Number (PIN)**

To register and activate your Card:

- (i) download the Phood app from Apple store or GooglePlay (the “App”)
- (ii) In the App, sign in with your Student Credentials
- (iii) Agree to this Agreement and the other applicable terms and policies

Upon completing all of these steps, a Card should be issued automatically and be visible in the card page (located through the bottom left icon) of the App.

Never share your login credentials with anyone and do not use your Card anywhere that appears fraudulent or otherwise suspicious. If you believe that anyone has gained unauthorized access to your login credentials or card information you should advise us immediately, following the procedures in the Section labeled “Your Liability for Unauthorized Transfers” below.

**5. 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.

**6. 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.

**7. FDIC Insurance**

The Phood Discover Debit Card Account is not FDIC insured. The Phood Discover Debit Card Account is not FDIC insured because no funds are held at Sutton Bank on your Debit Card Account.

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](http://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 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.

**10. 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.

**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. Cash Access Card; Account Access; Limitations**

Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and applicable fees. Your Card cannot be redeemed for cash except where required by law. You cannot use the Card at an ATM to obtain cash. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions and our policy is to decline to authorize any transaction for which you have insufficient funds in your Card Account. Nevertheless, if a transaction exceeds the balance of the funds available on your Card Account, you shall remain fully liable to us for the amount of the transaction and any applicable fees. We may deduct any amount that you owe us from any current or future funds associated with this or any other Card you activate or maintain. We also reserve the right to cancel this Card and close your Card Account should you create one or more negative balances with your Card.

You may not use your Card for any illegal transactions. We may refuse to process any Card transaction that we believe may violate the terms of this Agreement or applicable law. You may use your Card to make in-person and non-Card-present purchases.

You are not authorized to use the bank routing number and account number to make a debit transaction with a paper check, check-by-phone or other item processed as a check, or if you do not have sufficient funds in your Card Account. These debits will be declined and your payment will not be processed.

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

You do not have the right to stop payment on any purchase transaction originated by use of your Card, except as otherwise provided herein. With certain types of purchases (such as those made at restaurants, hotels, or similar purchases), your Card may be "preauthorized" for an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place a "hold" on your available funds until the merchant sends us the final payment amount of your purchase. It may take up to thirty (30) days for the hold to be removed. During this time, you will not have access to preauthorized amounts. Once the final payment amount is received, the preauthorization amount on hold will be removed. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds.

**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.**

**Limits:**

LOAD and SPEND LIMITS	
Load Limitations	Limit
Maximum Card balance at any time	\$500
Maximum amount of loads	\$500 aggregate per (24) hour period
Spend Limitations	Limit
Maximum amount in Point of Sale Signature Transactions	\$200 per transaction, day, and month

**13. Loading Your Card and When Value on Your Card is Available**

You are unable to load additional funds to your Phood Discover Debit Card. The Phood Discover Debit Card is loaded by the School Sponsor only. Loads from the School Sponsor can occur. The maximum balance allowed on your Card is \$500. 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.

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

**15. Preauthorized Transfers**

No preauthorized transfers will be allowed.

**16. 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.

**17. 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 no fee for a replacement Card. It may take up to (10) 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.

**18. Card Expiration**

The Card plastic is valid through the expiration date shown on the front 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 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.

**19. 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.

**20. 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 three (3) month history of account transactions, is also available on our Website. You may also have the right to obtain additional 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://www.phood.co/>.

**21. Loading Fee**

You will not be assessed any fees related to adding funds to the Card.

**22. 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 will 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.

### 23. 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 Phood's Privacy Policy, available at <https://www.phood.co/> for further details. You hereby agree to our collection, use and sharing of information about you and the Card as provided in Phood's Privacy Policy, which is made a part of this Agreement. This Privacy Policy also tells how you can (i) limit the ways Phood shares, or (ii) request corrections to the information we maintain about you.

### 24. 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 electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- (4) If access to your Card has been blocked after you reported your Card lost or stolen;
- (5) If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- (6) If we have reason to believe the requested transaction is unauthorized;
- (7) 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
- (8) For any other exception stated in our Agreement with you or by applicable law.

### 25. Your Liability for Unauthorized Transfers

**Contact us at once if you believe your Card, Card information, or PIN has been lost or stolen, or that someone has transferred or may transfer money from your Card Account without your permission. Telephoning is the best way to minimize your possible losses. You could lose all the money in your account. If you tell us within 2 business days after you learn of the loss or theft of your Card, you can lose no more than \$50 if someone used your Card without your permission.** You can contact us by contacting Phood Customer Service. You can contact Phood Customer Service by calling 240-775-1365 or writing to [support@phood.co](mailto:support@phood.co).

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

Also, if your statement shows transfers that you did not make, including those made by Card, code or other means, tell us at once. If you do not tell us within 60 days after the statement was mailed to you or it was first available electronically, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Upon notice that your Card has been lost or stolen, we may suspend or cancel 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.

### 25. Special Provisions for Card Transactions (Discover Liability Protection):

Under Discover Operating Regulations, your liability for unauthorized Discover transactions on your Card Account is \$0.00 if you notify us within two (2) business days and 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 Discover. 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.

### 26. 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.

### 27. 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 21 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. If you use your Card after such notice or modification is provided, you are agreeing to the change. Please visit us at the 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 ten (10) 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.

### 28. Overpayment

We and your School Sponsor, when applicable, reserve the right to deduct funds from your Card Account in order to correct a previous error or overpayment to you, and you authorize us (a) to share information as necessary with your School Sponsor in connection with resolving any errors or overpayments related to School Sponsor loads to the Card and (ii) to the extent applicable, to accept instructions from your School Sponsor to add or deduct funds from your Card Account and, in the case of deductions, to return those funds to your School Sponsor.

### 29. Your Right to Dispute Errors

In case of any errors or questions about your electronic transactions, call us at 240-775-1365 or write us at [support@phood.co](mailto:support@phood.co) 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 hear from you no later than 60 days after 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 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 (or twenty (20) business days, if the notice of error involves an electronic fund transfer to or from a Card Account within thirty (30) days after the first deposit to the Card Account was made) 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, point of sale 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 of any investigation 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 Customer Service. If you need more information about our error-resolution procedures,



call Customer Service.

**30. 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, (Sutton Bank), and their respective affiliates, employees, or agents are not responsible for any interruption of service.

**31. Website and App Availability**

Although considerable effort is expended to make our Website, our App, 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 or App 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, our App, and their 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 or App'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, phone, or other equipment. We advise the regular use of a reputable and readily available virus screening and prevention software.

**32. 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.

**33. Customer Service**

For customer service or additional information regarding your Card, please contact Customer Service. Customer Service agents are available at [support@phood.co](mailto:support@phood.co) and at 240-775-1365 from 9-5 ET on business days..

**34. 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.

**35. No Warranty Regarding Goods or Services are Applicable**

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

**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**

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: 15 Division St Floor 5, New York, NY, 10002. 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 Phood 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.

This card is issued by Sutton Bank. Discover® and the Discover Acceptance Mark are service marks used by Sutton Bank under license from Discover Financial Services.

This Cardholder Agreement is effective 5/2/2022.