

## AnyDay Program Payroll 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.**

### About Your Card

This Payroll Card Cardholder Agreement ("Agreement") constitutes the agreement between you, and Sutton Bank ("Sutton Bank" or "Issuer"), outlining the terms and conditions under which the AnyDay Program Prepaid Mastercard® Card has been issued to you by the Issuer. The Issuer is an FDIC insured member institution. "Card" means a Personalized Card issued to you by Sutton Bank. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. If you do not agree to the terms and conditions contained in this Agreement, do not activate or use the Card. "Card Account" means the records we maintain to account for the funds associated with the Card. "Employer" means your current employer or one of its affiliates through whom you initially enrolled in the program and who deposits wages or other compensation into your Card Account. "Personalized Card" means the initial, personalized AnyDay Program Prepaid MasterCard Card you will receive in-person if you register for a Card with your Employer or through the AnyDay Mobile Application. "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 non-transferable, 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.

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.

Keep a record of your account in case your Card is lost, stolen, or destroyed. 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 AND OUR PRIVACY POLICY. PLEASE VISIT THE ANYDAY MOBILE APPLICATION TO VIEW, PRINT, AND SAVE THIS AGREEMENT, OR CALL 1 (877) 440-2889 TO REQUEST AN EMAIL OR POSTAL MAIL COPY OF THIS AGREEMENT. TO VIEW, PRINT, AND SAVE OUR PRIVACY POLICY PLEASE VISIT [https://www.suttonbank.com/\\_/kcms-doc/85/49033/WK-Privacy-Disclosure-1218.pdf](https://www.suttonbank.com/_/kcms-doc/85/49033/WK-Privacy-Disclosure-1218.pdf)

### Description of Your Card

The Card is a prepaid card useable in both domestic and international locations, wherever prepaid debit cards bearing the applicable payment network brands on your Card are accepted. The Card is not a gift card. The Card is not a device that accesses money in an individual checking or savings account. When you use your Card, you are redeeming the value on the Card and not making a withdrawal from a checking or savings account. Your Card is NOT a bank deposit account, debit card, or a charge card that allows you to make purchases or obtain advances and pay later. The Card

will have a printed expiration date and the Card will expire, in accordance with applicable law, on the expiration date. If your Card Account is in good standing and you have available funds on the Card, we will issue you a new Card upon expiration. The Card is our property and is non-transferable. 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.

#### **Card Registration; Card Activation**

#### **CARDS MUST BE REGISTERED PRIOR TO ISSUANCE AND USE. MONTHLY FEE MAY APPLY FOLLOWING REGISTRATION (SEE THE PARAGRAPH BELOW CAPTIONED "FEE SCHEDULE").**

Personalized Cards will be registered at the time you receive the Card and you will need to activate it using the AnyDay Mobile Application or by calling 1-(877)-440-2889. We may limit the number of Cards that you may register in our sole discretion.

**YOU MUST ACTIVATE YOUR CARD PRIOR TO USING IT.**

To activate your Card, you must download the AnyDay Mobile Application or call 1-(877)-440-2889 and follow the instructions. We may refuse to activate your Card at our sole discretion. Where applicable, once you activate your Physical/Replacement Card, the money on your Digital Card will be automatically transferred to your Physical/Replacement Card, and you will no longer be able to use the Digital Card.

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

You will receive a Personal Identification Number ("PIN") with your Personalized Card. However, you may select a new PIN any time by calling the Toll-Free number on the back of the card 1-(877)-440-2889. You should not write or keep your PIN with your Card. Never share your PIN with anyone. 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."

#### **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 according to the terms and conditions of this Agreement.

#### **FDIC Insurance**

The funds in your Card Account are held in a pooled account at Sutton 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 QRails maintaining accurate records and determinations of the FDIC as receiver at the time of a receivership if Sutton Bank should fail. Such coverage is subject to aggregation of all of your deposits held at Sutton 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](http://www.fdic.gov).

### **Deposit Network Service Acknowledgment**

By utilizing the services, your beneficial funds may be held at Sutton Bank in an omnibus custodial account (“Omnibus Account”). In its ordinary course of business, Sutton Bank may utilize a “Deposit Network Service” to deposit funds from the Omnibus Account into other FDIC insured banks (“Network Banks”). In the event funds from the Omnibus Account are deposited into Network Banks via the Deposit Network Service, Sutton Bank will deliver funds to a custody bank (“Custodian Bank”) participating in the Deposit Network Service. In the event any of your beneficial funds from the Omnibus Account arrive at a Network Bank through a Deposit Network Service, they may be eligible for FDIC insurance, however, in the event you or Sutton Bank have funds, either directly or indirectly, at any of the Network Banks, such deposit insurance coverage may be adversely affected, and the principal and any accrued interest may not benefit from FDIC insurance, even if the total amount deposited in that Network Bank through the Deposit Network Service is less than the Standard Maximum Deposit Insurance Amount, as then provided by the FDIC. In addition, in the event of a failure of a Network Bank, you may be requested to provide certain personal information for the purposes of processing a claim to seek the associated FDIC insurance. In the event you do not provide such information on a timely basis, it is possible the beneficial funds will not benefit from FDIC insurance. By utilizing the services, you authorize Sutton Bank to utilize a Deposit Network Service as described and acknowledge that any associated beneficial principal balance and any accrued interest may or may not benefit from FDIC insurance.

### **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 a U.S. citizen or legal alien residing in the United States, Puerto Rico or the District of Columbia; (ii) you are sixteen (16) years old or older; (iii) you received a copy of this Agreement and agree to be bound by and to comply with its terms; (iv) you accept the Card; and (v) your net balance at any given time will not exceed \$10,000.

### **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.

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

### **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.

### Card Account Access

With your PIN, you may use your Card to obtain cash from any Automated Teller Machine (“ATM”) that bears the NYCE® or MoneyPass® Acceptance Marks, or you may use the Card to withdraw funds over the counter at a financial institution that accepts debit cards bearing the applicable payment network brands on your Card, or any Point-of-Sale (“POS”) device, as permissible by a merchant, that bears the MoneyPass Acceptance Mark. Some of these services may not be available at all terminals. Using the AnyDay Mobile Application, you may transfer funds from your Card Account to other accounts you maintain with another financial institution whenever you request.

All ATM transactions are treated as cash withdrawal transactions. You may use your Card at an ATM, a POS device or through a participating bank (over-the-counter withdrawal), in each case in one or more transactions. The maximum amount that may be withdrawn via over-the-counter withdrawal per transaction is \$5,000. The maximum amount that may be withdrawn via over-the-counter withdrawal per day is \$5,000. The maximum amount that may be withdrawn via over-the-counter withdrawal per month is \$15,500. The maximum amount that may be withdrawn from a Domestic or International ATM per transaction is \$1015. The maximum amount that may be withdrawn from a Domestic or International ATM per day is \$1015. The maximum amount that may be withdrawn from a Domestic or International ATM per month is \$15,500. Please note that each ATM owner may establish limits as to how much cash may be obtained from an ATM at a single time or through a single location. The combined maximum cumulative amount that may be withdrawn in any combination from a POS device and/or through a participating bank (over-the-counter withdrawal) per day is \$5,000. The combined maximum cumulative amount that may be withdrawn in any combination from a POS device and/or through a participating bank (over-the-counter withdrawal) per month is \$30,000. 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.

When you use an ATM not in the MoneyPass network, you may be charged a fee by the ATM operator for 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 surcharge should be disclosed at the ATM.

You can also use your Card to transfer funds to other debit cards. The maximum amount that may be sent to another card per transaction is \$5,000. The maximum amount that may be sent to another card per day is \$5,000 and per month is \$30,000.

Any such surcharge will be deducted from the balance of the Card, along with the amount of the withdrawal performed at the ATM and the fees that apply in accordance with the Fee Schedule. Your balance can be viewed at no charge within the AnyDay Mobile Application at any time or by calling 1-(877)-440-2889.

### Loading Your Card

Funds can be loaded at any time after the card is successfully activated. Value can be added by requesting funds from your employer via the AnyDay Mobile Application. Your employer will be the sole means of adding funds to your Card and your employer will report all wages and contributions as required by law and you will receive the appropriate notification, for the purposes of tax reporting, from your employer. We bear no responsibility, whatsoever, for any such reporting or tax liabilities by your employer. **There may be fees associated with these methods of Card**

**Account loading.** For information about the fees, see the Fee Schedule.

Funds can only be loaded to your Card Account by your employer. 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.

#### **Employer Loads**

Payroll loads are available on your card on paydays, when approved by your employer.

We have no obligation to you in the event that your employer delays in providing or fails to provide funds to load your card.

#### **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, and other services. Additional terms and conditions may apply. Log into the AnyDay Mobile Application or call 1-(877)-440-2889 for additional information and applicable terms and conditions.

#### **Using Your Card**

The maximum amount that can be spent on your Card per day is \$5,000. The maximum amount that can be spent on your Card per month is \$30,000. The maximum value of your Card is restricted to \$10,000. You agree not to use the Card for business purposes. We may, in our sole discretion, close your Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the law or the terms of this Agreement. You agree that you will: (i) not use the Card at unlawful domestic or international gambling web sites, or at payment processors supporting unlawful gambling web sites, or to purchase illegal goods or services; (ii) promptly notify us of any loss or theft of the Card; (iii) promptly notify us of the loss, theft, or unauthorized disclosure of any PIN used to access Card funds; and (iv) use the Card only as instructed. We may refuse to issue a Card, revoke or suspend your Card privileges or cancel your Card with or without cause or notice, other than as required by applicable law. You agree not to use or allow others to use an expired, revoked, cancelled, suspended or otherwise invalid Card.

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

If you use your Card at an automated fuel dispenser ("pay at the pump"), the merchant may preauthorize the transaction amount up to \$75.00 or more. If your Card is declined, even though you have sufficient funds available, pay for your purchase inside with the cashier. If you use your Card at a restaurant, a hotel, or for similar purchases, the merchant

may preauthorize the transaction amount for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any preauthorization amount will place a “hold” on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. It may take up to seven (7) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.

If you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. Your Card cannot be redeemed for cash except where required by law. You may not use your Card for online gambling or any illegal transaction. We may refuse to process any Card transaction that we believe may violate the terms of this Agreement or applicable law.

Each time you use your Card, you authorize us to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Card, 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.

For security reasons, we may limit the number or amount of transactions you can make with the Card. You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card. You may not make preauthorized regular payments from your Card Account using your Card Account’s direct deposit account number. 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 for up to thirty (30) days or more.

#### **Non-Mastercard Debit Transactions**

New procedures are in effect that may impact you when you use your Card at certain merchant locations. In the past, transactions have been processed as Mastercard debit transactions unless you entered a PIN. Now, if you do not enter a PIN, transactions may be processed as either a Mastercard debit transaction or as a NYCE transaction.

Merchants are responsible for and must provide you with a clear way of choosing to make a Mastercard debit transaction if they support the option. Please be advised that should you choose to use the NYCE network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable only to Mastercard debit transactions as described in this Agreement will not apply to transactions processed on the NYCE network. Please refer to the paragraph labeled “Your Liability for Unauthorized Transfers” for a description of these rights and protections applicable to Mastercard debit and non-Mastercard debit transactions.

To initiate a Mastercard debit transaction at the POS, use your Card at a POS terminal, sign the receipt, or provide your Card number for a mail order, telephone, or Internet purchase. To initiate a non-Mastercard debit transaction at the POS, enter your PIN at the POS terminal or provide your Card number after clearly indicating a preference to route your transaction as a non-Mastercard debit transaction for certain bill payment, mail order, telephone, or Internet purchases.

#### **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.

### **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. The Issuer, Mastercard, QRails, or their respective affiliates, employees or agents, are not 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. Disputes regarding the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others must be addressed and handled directly with the merchant from whom those goods or services were provided.

### **Card Replacement**

If you need to replace your Card for any reason, please return to your employer to request a replacement Card or call 1-(877)-440-2889. If you are unable to find your Card, you may put a security hold on your Card so no money can be spent or cash withdrawn while you look for it. Click “Card Lock” from the Privacy page in the AnyDay Mobile Application. Activate a new card on your existing AnyDay account by logging into the AnyDay Mobile Application or calling 1-(877)-440-2889. Any funds will be transferred to the new card. Do not create a new AnyDay account. Creating a new AnyDay account instead of adding your card to your existing account will result in a delay in transferring the funds between cards. There is a fee for a replacement Card in the amount shown in the paragraph of this Agreement captioned “Fee Schedule”, which will be deducted from the balance associated with the new Card.

### **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 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.

### **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.

### **Card Account Balance/Periodic Statements**

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 logging into your AnyDay Mobile Application or calling 1-(877)-440-2889. This information, along with twelve (12) months history of Card Account transactions, is also available through the AnyDay Mobile Application or calling 1-(877)-440-2889.

You also have a right to obtain a twenty-four (24) month written history of Card Account transactions by writing to us at Paper Statement Request, QRails, PO Box 3237 Denver, CO 80201. You will not be charged a fee for this

information unless you request it more than once per month. In this request, you must include your full name, address and Card number. No paper statements will be mailed without a written request for that particular month. You will not automatically receive paper statements. You agree that these are reasonable procedures for sending and receiving paper statements.

### **Fee Schedule**

All fee amounts will be withdrawn from your Card Account and will be assessed as long as there is a remaining balance on your Card Account, except where prohibited by law. Anytime your remaining Card Balance is less than the fee amount being assessed, the balance of your Card Account will be applied to the fee amount resulting in a zero balance on your Card Account.

Refer to the Fee Table in the AnyDay Mobile Application during registration or click “Cardholder Agreement” from the link within the logged-in landing page in the AnyDay Mobile Application.

### **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.

### **Confidentiality**

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

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

Please see our Privacy Policy, available at [https://www.suttonbank.com/\\_/kcms-doc/85/49033/WK-Privacy-Disclosure-1218.pdf](https://www.suttonbank.com/_/kcms-doc/85/49033/WK-Privacy-Disclosure-1218.pdf) 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.

### **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:

- a) If through no fault of ours, you do not have enough funds available on your Card to complete the transaction;
- b) If a merchant refuses to accept your Card;
- c) If an ATM where you are making cash withdrawal does not have enough cash;
- d) 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;



- e) If access to your Card has been blocked after you reported your Card lost or stolen;
- f) If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- g) If we have reason to believe the requested transaction is unauthorized;
- h) 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
- i) For any other exception stated in our Agreement with you or by applicable law.

#### **Your Liability for Unauthorized Transfers**

If you are unable to find your Card, you may put a security hold on your Card so no money can be spent or cash withdrawn while you look for it. Click “Card Lock” from the Privacy page in the AnyDay Mobile Application. Contact us at once if you believe your Card has been lost or stolen. 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 1-(877)-440-2889. Under Mastercard Operating Regulations, your liability for unauthorized Mastercard 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 Mastercard or to ATM cash withdrawals. 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 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. To obtain a replacement card, call 1-(877)-440-2889.

#### **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.

#### **Amendment and Cancellation**

We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on the AnyDay Mobile Application and any such amendment shall be effective upon such posting to that application and your continued use of the card. The Amended Agreement will be available at the AnyDay Mobile Application. You will be notified of any change in the manner required 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 discontinue your use of your card at any time and may choose to discontinue your use of the services provided by QRails at any time (“Termination”). Your decision

to discontinue use of your card and/or the services of QRails 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 cancelled, closed, or terminated for any reason, you may request the unused balance to be returned to you via a check to the mailing address we have in our records. 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.

### **Overpayment**

We and your Employer, where 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 Employer in connection with resolving any errors or overpayments related to Payroll or other loads to the Card and (b) to the extent applicable, to accept instructions from your Employer to add or deduct funds from your Card Account and, in the case of deductions, to return those funds to your Employer.

### **Your Right to Dispute Errors**

In case of errors or questions about your electronic transactions or Card Account, call us at 1-(877)-440-2889 or write to Cardholder Services, PO Box 3237 Denver, CO 80201 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 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 calling us at 1-(877)-440-2889 or writing us at Cardholder Services, PO Box 3237 Denver, CO 80201. You will need to tell us:

- a) Your name and Card Account number
- b) Why you believe there is an error, and the dollar amount involved
- c) 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. For new Cards, we may take up to 20 business days to credit your Card 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 1-(877)-440-2889 or write to Cardholder Services, PO Box 3237 Denver, CO 80201.

**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, Mastercard, and their respective affiliates, employees, or agents are not responsible for any interruption of service.

**AnyDay Mobile Application Availability**

Although considerable effort is expended to make our AnyDay Mobile Application, 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, AnyDay Mobile Application 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 AnyDay Mobile Application 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 AnyDay Mobile Application'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.

**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.

**Customer Service**

For customer service or additional information regarding your Card, please contact us at:

QRails, Inc.  
PO Box 3237  
Denver, CO 80201  
1-(877)-440-2889

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

**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.

**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.

### **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.

### **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: PO Box 3237, Denver CO 80201. 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 Anyday 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.

AnyDay Mastercard® Prepaid Card is issued by Sutton Bank pursuant to a license by Mastercard. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

This Cardholder Agreement is effective September 8, 2022.

### Schedule of Fees

All Fees	Amount	Details
<b>Get started</b>		
Card issuance/activation	\$0.00	No fee charged for activation of the card.
<b>Monthly usage</b>		
Monthly fee	\$0.00	No monthly fee is charged for usage of the card.
<b>Add money</b>		
Direct deposit	\$0.00	No fee charged for direct deposit of funds.
EWA or Paycard Transfer to Card Account	\$0.00	No fee for adding funds via EWA (Earned Wage Access) or Paycard Transfer.
<b>Spend money</b>		
Card to card transfer	\$1.99	Per Transfer
ACH Transfer to Bank Account	\$1.50	Per transfer to Bank Account from AnyDay card account.
Same-Day Transfer	\$2.50	Per transfer from AnyDay card account.
Real-Time Transfer	\$2.50	Per transfer from AnyDay card account.
<b>Get cash</b>		
ATM withdrawal (in-network)	\$0.00	"In-network" refers to the MoneyPass ATM Networks. Locations can be found at <a href="https://www.moneypass.com/atm-locator.html">https://www.moneypass.com/atm-locator.html</a>
ATM withdrawal (out-of-network)	\$2.75	"Out-of-network" refers to all the ATMs outside of the MoneyPass ATM Network. You may also be charged a fee by the ATM operator even if you do not complete a transaction.
Bank Teller (Over the Counter) Withdrawal	\$2.50	1 Free over-the-counter withdrawal per load \$2.50 for each additional OTC withdrawal.
<b>Information</b>		
Customer service (automated)	\$0.00	Fee for each inquiry with the Automated (IVR) system.
Customer service (live agent)	\$0.00	Fee for each inquiry with a live agent.
ATM balance inquiry (in-network)	\$0.00	"In-network" refers to the MoneyPass ATM Networks. Locations can be found at <a href="https://www.moneypass.com/atm-locator.html">https://www.moneypass.com/atm-locator.html</a>
ATM balance inquiry (out-of-network)	\$0.50	"Out-of-network" refers to all the ATMs outside of the MoneyPass ATM Network. You may also be charged a fee by the ATM operator even if you do not complete a transaction.
<b>Using Your Card Outside the U.S.</b>		
International transaction	3.0%	Of the U.S. dollar amount of each transaction
International ATM withdrawal	\$4.00 + 3.0%	This is our per transaction fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
International ATM Inquiry or Decline	\$1.00	This is our per transaction fee. You may also be charged a fee by the ATM operator.
<b>Other</b>		
Inactivity fee	\$4.95	This is a monthly fee, beginning after 6 months of inactivity. In CT and PA this fee begins after 12 months of inactivity. This fee is not assessed in the states of MN, NY, and TX where prohibited.
Replacement card	\$10.00	1 Free per calendar year, \$10.00 per replacement card ordered.

Replacement card (expedited)	\$35.00	This fee will only be applied for those circumstances where the replacement card delivery is expedited.
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List of all fees for AnyDay Prepaid Card

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 AnyDay by phone at 1-(877)-440-2889 or by mail at PO Box 3237, Denver CO, 80201.

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).

You do not have to accept this payroll card.  
Ask your employer about other ways to receive your wages.

Monthly fee	Per purchase	ATM withdrawal	Cash reload
<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0.00</b> in-network <b>\$4.00 &amp; 3%</b> *out-of-network	<b>\$0.00</b>

ATM Balance Inquiry (in-network or out-of-network)	\$0.00 or \$1.00*
Customer Service (automated IVR or Live Agent)	\$0.00 per call
Inactivity	\$4.95† per month after 6 months
<b>We charge 5 other types of fees.</b> Here are some of them:	
ACH Transfer to Bank Account	\$1.50
Same-Day Transfer to Bank Account	\$2.50

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

† This fee is not assessed in the states of MN, NY and TX where prohibited.

**No Credit or Overdraft Feature.**

Your funds are eligible for FDIC insurance.

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

Find details and conditions for all fees and services inside the package, or call  
**1-877-440-2889**