

**Albert Cash Cardholder Agreement**  
Cardholder agreement / Terms & conditions

July 22, 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 ALL RIGHTS 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 YOU FIRST USE YOUR CARD OR CARD ACCOUNT.**

**Customer service contact information:**

Address: 340 S Lemon Ave #3801 Walnut, CA 91789

Website: [www.albert.com](http://www.albert.com)

Toll-Free Customer Service Number: 844-891-9309

**1. THE CARD PROGRAM**

This Albert Cash 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 Albert Cash Mastercard® prepaid card program (the “**Program**”). By opening a Card Account and activating and using the Card, you agree to be bound by this Agreement. The Fee Schedule applies to your use of the Card and is incorporated into this Agreement by this reference. If you do not agree to be bound by this Agreement, do not activate or use the Card. Please contact Customer Service to cancel your Card.

The following definitions and instructions apply to this Agreement:

“**Albert**” means “**Albert**” as defined in the Albert Terms of Use.

“**Card**” means the Albert Mastercard Debit Card (both the Virtual Card and the Physical Card as defined below) issued by the Bank that is connected to your Card Account (as defined below). The Card issued to you will be in the form of a virtual card (“**Virtual Card**”) and a physical card (a plastic card, which will be delivered to you) (“**Physical Card**”), both cards carrying and representing the same assigned 16-digit card number.

“**Card Account**” means the account associated with your Card in which we account for the loads, transactions, fees and other claims associated with your Card. The Card issued to you by the Bank enables you to make certain electronic fund transfers to and from your Card Account.

“**You**,” “**your**,” and “**Cardholder**” mean the person who submits an initial request for a Personalized Card or buys a Prepaid 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.

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. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the 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 for personal, family and household use only. The Card is not designed for business use, and Albert or the Bank may cancel your Card if Albert or the Bank determines that it is being used for business purposes. We or Albert 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.

Keep record of your Account in case your Card is lost, stolen, or destroyed. Unless your Card is registered, we may not have a record of which Card you own. 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 <https://albert.com/terms/banking/cardholder-agreement/> (THE “WEBSITE”) TO VIEW, PRINT, AND SAVE THIS AGREEMENT AND [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) TO VIEW, PRINT, AND SAVE OUR PRIVACY POLICY.

## **2. CARD USE**

The Card is a prepaid card usable wherever prepaid debit cards bearing the applicable payment card network 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 or a credit or 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 transactions. 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 Account. Accordingly, prior to issuing a Card to you, 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. 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.

You must activate your Card in the Albert app before using the card.

### **4. CARD REGISTRATION/ACTIVATION**

**Using Your Card.** You must activate your Physical Card within the Albert App and set a PIN before you may use it.

### **5. PERSONAL IDENTIFICATION NUMBER (PIN)**

To protect the use of your Card, you will need to set a personal identification number ("PIN"), which must be used on all automated teller machine ("ATM") transactions and PIN transactions. You should not write or keep your PIN with your Card. If you have already set your PIN for your Virtual Card before receiving your Physical Card, you should use the PIN you created for your Virtual Card for your Physical Card. Never share your PIN with anyone and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately, following the procedures in the section labeled "Your Liability for Unauthorized Transfers" below. 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.

### **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 according to the terms and conditions of this Agreement, except as limited by law.

## **8. FDIC INSURANCE**

The funds in your 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 Albert 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](http://www.fdic.gov).

## **9. REPRESENTATIONS AND WARRANTIES**

By creating a Card Account and 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 valid tax ID number); (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; (vi) have previously agreed to the Albert Terms of Use located at <https://albert.com/terms/> and to the Albert Privacy Policy located at <https://albert.com/privacy/> and (vii) 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. CASH ACCESS; 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. We will not impose any corresponding transaction fees, or increase any existing fees, when you have a negative Card Account balance, except for the actual costs of collection as permitted by law. 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.

With your PIN, you may use your Card to obtain cash from any ATM or any point-of-sale ("POS") device, as permissible by a merchant, that bears the Mastercard mark. All ATM transactions are treated as cash withdrawal transactions and may result in fees. 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.

Merchants may limit the available options for the type of transaction you wish to conduct or may let you choose between a PIN ("Debit") transaction or a signature ("Credit") transaction at the point of sale. To initiate a signature transaction at the point of sale, select "Credit" and sign the receipt (if required by the merchant). To initiate a PIN transaction at the point of sale, select "Debit" and enter your PIN at the point of sale terminal. For mail order, telephone, Internet or

other card- not-present purchases, merchants may choose to route a transaction as a PIN transaction without asking you to enter your PIN.

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. For security purposes, we may, in our sole discretion, limit your use of your Card at ATMs or POS devices.

### **13. ADDING FUNDS TO YOUR CARD**

You may load your Card Account: (a) by arranging to have all or a portion of your paycheck, government benefits payment, tax refund check, or other electronic funds transfer deposited onto your Card using the Automated Clearing House system; or (b) by arranging for the transfer of funds originating from a financial institution located in the United States. **There may be fees associated with these methods of Card Account loading.**

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. Availability of funds loaded to your Card Account as described in this Section may vary but such funds will generally be available for use within three (3) to seven (7) business days from when we receive the funds. Fund availability and processing times are subject to change at any time and may be delayed at the Bank or Albert's sole discretion. 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 Bank's routing number and the 13-digit direct deposit account number assigned to your Card can be used for preauthorized direct debits from your Card Account merchants, Internet service or other utility service providers ("Merchants") and for the purpose of initiating direct deposits to your Card Account. You may also arrange to make recurring payments to Merchants using your 16-digit Card number [or the bill pay services made available through our third-party service providers.

If you scheduled a one-time ACH transfer over the phone or recurring ACH transfers using a written authorization form, you can stop any of these payments. Here's how:

1. To stop a recurring ACH transfer to a merchant you preauthorized to debit your Card Account, please contact the merchant to request cancellation of the recurring payment.
2. If the merchant with whom you arranged recurring ACH transfers from your Card Account is unable or unwilling to stop the transfer, contact us using the information provided under Section 36 (Customer Service) to request a stop on such payment. Your

request to stop payment must be received three (3) business days or more before the payment is scheduled to be made. Such a stop payment request will cancel a single, i.e. one (1) payment. If you want to permanently stop all recurring payments to a specific merchant, you may be required to put your request in writing and email it using the information provided under Section 36 (CUSTOMER SERVICE) within fourteen (14) days after you call. If we ask you to put your request in writing, you will need to tell us: the name of the payee, the dollar amount of the payment and the date of the payment. If written stop payment notification is required but is not received within fourteen (14) days, only the first payment will be stopped, and all recurring payments will be honored as originally authorized.

## 15. FEES

Any fees associated with your Card are described in the chart below.

All fee amounts will be withdrawn from your Card Account as long as there is a remaining balance on your Card Account, except where prohibited by law. Anytime your remaining Card Account 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.

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 Fees	Amount	Details
<b>Get started</b>		
Card purchase	\$0	There is no fee to purchase the card.
<b>Monthly Usage</b>		
Monthly Fee	\$0	There is no monthly fee.
<b>Add Money</b>		
Direct Deposit	\$0	There is no fee.
<b>Get Cash</b>		

All Fees	Amount	Details
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### Get started

Domestic ATM Withdrawal (in-network)	\$2.50	“In-network” refers to the Allpoint ATM Network. This fee is waived if you are an Albert Genius subscriber. *This fee will be effective starting April 5, 2022
Domestic ATM Withdrawal (out-of-network)	\$2.50	“Out-of-network” refers to all the ATMs outside of the Allpoint ATM Network. This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
ATM Decline Fee	\$0	This is our fee. You may also be charged a fee by the ATM operator.
Cash Back at Point of Sale	\$0	This is our fee. Retailers may charge additional fees.

### Information

ATM Balance Inquiry	\$0	This is our fee. You may also be charged a fee by the ATM operator.
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### Using Your Card Outside the U.S.

Foreign Currency Fee	0%	Of the U.S. dollar amount of each transaction done in a foreign country and/or foreign currency. Only for a DD Account (as defined below).
International ATM Withdrawal	\$2.50	This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
International ATM Balance Inquiry	\$0	This is our fee. You may also be charged a fee by the ATM operator.
International ATM transaction decline	\$0	This is our fee. You may also be charged a fee by the ATM operator.

### Other



All Fees	Amount	Details
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### Get started

Inactivity Fee	\$0	There is no inactivity fee for the card.
Replacement Card (Standard Delivery)	\$0	Per replacement card ordered.

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 Albert by texting us at [639-37](tel:639-37), by phone at [844-891-9309](tel:844-891-9309) or via email at [support@albert.com](mailto:support@albert.com).

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](tel:1-855-411-2372) or [cfpb.gov/complaint](https://cfpb.gov/complaint).

## 16. USING YOUR CARD

Limits on the Use of Your Card.

These are the maximum itemized cash access and spending limits for the Card Account, which limits may be modified from time to time depending on prior activity both on this account and on other transactions and also whether or not you have activated the Card:

Transaction type	Limits
Card purchases (Signature and PIN combined)	Up to \$5,000 per single transaction Up to \$5,000 per day Up to \$15,000 per month
ATM withdrawals (Domestic)	Up to \$510 per single transaction Up to \$510 per day Up to \$3,000 per month
ATM withdrawals (International)	Up to \$260 per single transaction Up to \$260 per day Up to \$1,500 per month

Transaction type	Limits
Deposits/transfers	Up to \$15,000 within a 30-day period. Please note this limit applies to the amount you can deposit or transfer into your Albert Cash Account, between Services, and external accounts.

The maximum amount on your card is \$20,000. We reserve the right, in our sole discretion, to limit the amount, number or type of transactions you can make on your Card and any funding or reload of your Card. We may, in our sole discretion, further limit your use of the Card at ATMs, and, in addition to our limits, an ATM owner or operator may impose additional withdrawal limits. The Card is for personal use only. 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 make purchases at any merchant that accepts Mastercard debit cards or debit cards of Interlink or other Card networks in which the Bank participates with respect to this Program (each a "Network"), subject to the available funds in your Card account, the transaction limits described below, and the other terms and conditions of this Agreement. If you do not have enough funds available in your Card Account, you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount using another payment method. These are called "split transactions." Some merchants do not allow cardholders to conduct split transactions. 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.

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.

## **17. FRAUDULENT OR CRIMINAL CARD ACCOUNT ACTIVITY**

We reserve the right to block, suspend, or cancel your Card as a result of our policies and processes when 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.

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

## **19. CARD REPLACEMENT**

If you need to replace your Card for any reason, please contact us using the information provided under Section 36 (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. 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.

## **20. CARD EXPIRATION**

The Physical Card is valid through the expiration date shown on the front of the Card, except where prohibited or modified by applicable law. The Card will expire, in accordance with applicable law, on that expiration date. 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.” We may also issue you a new Card when your Card expires even if you have no funds available in your Card Account. The new Card will have a value equal to the remaining balance of the expired Card.

## **21. FOREIGN CURRENCY TRANSACTIONS**

You may only make a transaction with your Card outside of the 50 United States and District of Columbia if you have received a qualifying direct deposit in your account during the applicable time period (a “DD Account”). If you do not have a DD Account at the time of such transaction, then such transaction will be rejected.

Subject to the terms set forth herein, if you obtain your funds or make a purchase in a currency other than U.S. dollars, the amount deducted from your Card Account will be converted by the Card Network into U.S. dollars. 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. 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. Transactions made outside of the 50 United States, the District of Columbia, Puerto Rico, and other U.S. territories may also be subject to this conversion rate even if they are completed in U.S. currency.

## **22. 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.

## **23. 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 contacting us using the information provided under Section 36 (CUSTOMER

SERVICE). This information, along with a 12-month history of account transactions, is also available in the Albert 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 contacting us using the information provided under Section 36 (CUSTOMER SERVICE). 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 <https://albert.com/terms/banking/cardholder-agreement/>.

## **24. UNCLAIMED PROPERTY**

Applicable law may require us to report to state government authorities any funds and unclaimed property 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.

## **25. 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 a 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/\\_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.

## **26. 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 may 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 a 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.

## **27. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

Tell us AT ONCE if you believe your Card, PIN or Account number has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. You may call us at 844-891-9309 or email support@albert.com. If you tell us within 2 business days after you learn of the loss or theft of your Card, PIN or Account number, you can lose no more than \$50 if someone used your Card, PIN or Account number without your permission. If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card, PIN or Account number, and we can prove we could have stopped someone from using your Card, PIN or Account number 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, 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. 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.

Your liability for use of your Card without your permission may be lower than that described above under special Mastercard® rules. If your Card is used in connection with an unauthorized transaction, your liability for such unauthorized use will not exceed \$0 if (i) you reported the loss or theft of your Card to us, and (ii) you did not act grossly negligent or fraudulently in handling your Card. In all other cases, the rules summarized in the paragraphs above in this section apply. If your Card has been lost or stolen please notify us immediately and we will deactivate 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.

You may also be entitled to additional protections from Mastercard, if eligible.

## **28. APPLICABLE LAW; VENUE**

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.

## **29. AMENDMENT AND CANCELLATION**

We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement at <https://albert.com/terms/banking/cardholder-agreement/>. You will be notified of any amendment prior to its effective date if required by law, but otherwise, any such amendment shall be effective upon such posting to that website. The current Agreement is available at <https://albert.com/terms/banking/cardholder-agreement/>. 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. You may cancel your Card, your Card Account, or this Agreement at any time by notifying Customer Service by contacting us using the information provided under Section 36 (CUSTOMER SERVICE). Cancellation or suspension of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to such cancellation or suspension.

In the event that your Card Account is cancelled, closed, or terminated for any reason, you may request the unused balance to be returned to you via a check to the mailing address we have in our records. The Bank reserves the right to refuse to return 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.

## **30. ACCOUNT ADJUSTMENTS**

We may make adjustments to your Account from time to time to reflect corrections or changes to your balance. Adjustments might occur, for example, if deposits are posted for the wrong amount, or to the wrong account, or if deposited items are returned unpaid. If funds are deposited or transferred into your Account by mistake or otherwise, we may correct the situation by deducting the amount of the deposit or transfer from your Account without prior notice to you. In the event of an error that caused an overstated balance, you agree to reimburse us for the overstated amount. If there are not enough funds in your Account at that time, your Account could become overdrawn. See the "Overdrafts Are Not Permitted" section above for more information about what could occur if your Account has a negative balance. **31. RIGHT TO SET OFF**

We have a legal right to use the money in any of your accounts or any of your other assets with us to pay your debts to us. In addition to this legal right, you give us and our affiliates the

contractual right to apply, without demand or prior notice, all or part of the property (including money, certificates of deposit, securities and other investment property, financial assets, etc.) in your accounts with us or any affiliate, against any debt you owe us or our affiliates. This is called “setoff.” This section explains our legal and contractual rights of setoff. If you ever owe us or any of our affiliates any money as a borrower, guarantor, depositor or otherwise, and such amount becomes due to us or our affiliates, or if we reasonably believe that the amount may be owed to us or our affiliates (even if it is ultimately determined that the amount is not owed), we have the right under law and under this Agreement to pay the debt by using the money from any of your accounts or other assets with us or our affiliates. The only exceptions are that this right of setoff does not apply (a) to funds in a Traditional or Roth IRA or other tax-deferred retirement account, (b) when the debtor’s right of withdrawal from the account or access to another asset held with us only arises in a representative capacity, or (c) to a credit card holder’s indebtedness arising from a consumer credit transaction. We will notify you if we have exercised our right to set off. We may setoff the funds in your accounts or other assets with us against any due and payable debt owed to us now or in the future by any of you (any of the account or asset owners) having the right of withdrawal in the accounts or right to the asset, to the extent of such person’s or legal entity’s right to withdraw or obtain the asset. We may use the money from your accounts to pay the debt even if our withdrawal of the money from your accounts results in a loss of interest, an interest penalty, dishonor of checks, or transaction charges. You understand and agree that any such transaction charges will be in addition to any fees assessed to your account for insufficient funds. Additionally, you understand that you may be subject to monetary penalties if a certificate of deposit (time deposit), which has not matured, must be liquidated to cover any overdraft. You agree to hold us, our affiliates, and each of our respective officers, directors, employees and agents harmless from any claim or liability arising as a result of our exercise of our right of setoff. You hereby appoint us as your true and lawful agent and attorney-in-fact, with full power to act in your name and on your behalf, with respect to the execution of all instruments and the taking of all action necessary or desirable to effectuate the rights and remedies provided in this Agreement and by applicable law.

### **32. YOUR RIGHT TO DISPUTE ERRORS**

In case of errors or questions about your electronic transactions, contact us using the information provided under Section 36 (CUSTOMER SERVICE) if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your Card Account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at [844-891-9309](tel:844-891-9309). 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. For new Card Accounts, we may take up to twenty (20) business days to credit your Card Account for the amount you think is in error. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit your Card.

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

We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting customer service using the information provided under Section 36 (CUSTOMER SERVICE). If you need more information about our error-resolution procedures, contact us using the information provided under Section 36 (CUSTOMER SERVICE).

### **33. 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 provided under Section 36 (CUSTOMER SERVICE) if you have any problems using your Card. Neither us nor any of our respective affiliates, employees, or agents are responsible for any interruption of service.

### **34. WEBSITE AVAILABILITY**

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

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

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

### **35. 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.

### **36. CUSTOMER SERVICE**

For customer service or additional information regarding your Card, please contact us by texting us at [639-37](tel:639-37) or at [844-891-9309](tel:844-891-9309) and [support@albert.com](mailto:support@albert.com).

Customer Service agents are available 24/7 for support via text and email.

### **37. 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.

### **38. 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.

### **39. 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.

### **40. 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: 340 S Lemon Ave #3801 Walnut, CA 91789 or [legal@albert.com](mailto:legal@albert.com). 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 Albert Cash 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. **IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION CLAUSE, DO NOT ACTIVATE OR USE THE CARD.**

This Card is issued by Sutton Bank, Member FDIC, pursuant to a license from Mastercard International.

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

Monthly fee	Per purchase	ATM withdrawal	Cash reload
<b>\$0.00</b>	<b>\$0.00</b>	<b>\$2.50<sup>+</sup></b> in-network <b>\$2.50<sup>+</sup></b> out-of-network	<b>\$0.00</b>
ATM balance inquiry		<b>\$0.00</b>	
Customer Service		<b>\$0.00</b>	
Inactivity		<b>\$0.00</b> per month	
<p>+ The in-network fee will be effective starting April 5, 2022</p> <p>+ The in-network ATM withdrawal fee is waived if you are an Albert Genius subscriber.</p> <p>* You may be charged additional fees by the ATM operator.</p> <p><b>No Credit or Overdraft Feature.</b></p> <p>Your funds are eligible for FDIC insurance.</p> <p>For general information about prepaid accounts, visit <a href="https://cfpb.gov/prepaid">cfpb.gov/prepaid</a>.</p> <p>Find details and conditions for all fees and services in the Cardholder Agreement at <a href="https://albert.com/terms/banking/cardholder-agreement/">https://albert.com/terms/banking/cardholder-agreement/</a> or call <b>844-891-9309</b>.</p>			