

**Robinhood Prepaid Card Program Cardholder Agreement**

**PROGRAM DISCLOSURES / CARDHOLDER AGREEMENT / TERMS & CONDITIONS**

**IMPORTANT PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS, AMONG OTHER THINGS, 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 YOU FIRST USE YOUR CARD OR CARD ACCOUNT.**

**CUSTOMER SERVICE CONTACT INFORMATION:**

Address: 85 Willow Road, Menlo Park, CA 94025

Website: [robinhood.com/contact](https://robinhood.com/contact)

Toll-Free Customer Service Number: (888) 275-8523

Email: [help@robinhood.com](mailto:help@robinhood.com)

**1. ROBINHOOD PREPAID CARD PROGRAM DISCLOSURES**

Monthly fee	Per purchase	ATM withdrawal	Cash reload
<b>\$0.00</b>	<b>\$0.00</b>	<b>\$0</b> in-network <b>\$0</b> out-of-network	<b>\$0</b>
ATM balance inquiry		<b>\$0</b>	
Customer service (automated or live agent)		<b>\$0</b>	
Inactivity (after 12 months with no transactions)		<b>\$0</b>	
<b>We charge no other types of fees.</b>			
<b>No overdraft/credit feature.</b>			
Your funds are eligible for FDIC insurance.			
For general information about prepaid accounts, visit <a href="https://cfpb.gov/prepaid">cfpb.gov/prepaid</a> .			
Find details and conditions for all fees and services, please call <b>(888) 275-8523</b> or visit <a href="https://support.robinhood.com">support.robinhood.com</a> .			

Robinhood Prepaid Card is offered by Sutton Bank in conjunction with the Bank’s program manager, Robinhood Markets, Inc. a Delaware corporation together with its subsidiaries and affiliates, whose address is 85 Willow Road, Menlo Park, CA 94025.

There is no charge to obtain an account and no charge to activate your account.

**2. ROBINHOOD PREPAID CARD PROGRAM FEE SCHEDULE (Fee Schedule)** The following is a complete list of fees that apply to your Card Account. All fees are deducted from your Card Account unless otherwise specified. Sutton Bank may amend, change or delete these fees in the future as set forth in the Amendment section of this Agreement.

All Fees	Amount	Details
<b>Get started</b>		
Card issuance/activation	\$0	No fee charged for activation of the card.
<b>Monthly usage</b>		
Monthly fee	\$0	No periodic fee.
<b>Add Money</b>		
Direct deposit	\$0	No fee for direct deposit.
Cash reload	\$0	We do not charge a fee. Third party fees may apply.
<b>Spend Money</b>		
Card to card transfer	N/A	N/A
Bill payment	N/A	N/A
<b>Get Cash</b>		
ATM withdrawal (in-network)	\$0	“In-network” refers to the Allpoint and Moneypass ATM Networks.
ATM withdrawal (out-of-network)	\$0	“Out-of-network” refers to all the ATMs outside of the Allpoint and Moneypass ATM Network. We do not charge a fee. You may be charged a fee by the ATM operator even if you do not complete a transaction.
<b>Information</b>		

Customer service	\$0	No fee for each inquiry to customer service including using the Automated (IVR) system.
ATM balance inquiry (in-network)	\$0	“In-network” refers to the Allpoint and Moneypass ATM Networks.
ATM balance inquiry (out-of-network)	\$0	“Out-of-network” refers to all the ATMs outside of the Allpoint and Moneypass ATM Network. We do not charge a fee. You may be charged a fee by the ATM operator.
<b>Using Your Card Outside the U.S.</b>		
International transaction	0.0%	We do not charge a fee.
International ATM withdrawal	\$0	We do not charge a fee. You may be charged a fee by the ATM operator, even if you do not complete a transaction.
International ATM Balance Inquiry	\$0	We do not charge a fee. You may be charged a fee by the ATM operator.
<b>Other</b>		
Inactivity fee	\$0	No fee for inactivity.
Replacement card	\$0	No fee for replacement 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 Robinhood by phone at (888) 275-8523, by mail at 85 Willow Road, Menlo Park, CA 94025, or visit [robinhood.com/contact](https://robinhood.com/contact).

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).

### 3. THE CARDHOLDER AGREEMENT

This Robinhood Prepaid Card Program Cardholder Agreement (this “Agreement”) represents an agreement between you and Sutton Bank, a member of the Federal Deposit Insurance Corporation (“FDIC”) (the “Bank”), and contains the terms and conditions governing your participation in the

Robinhood Prepaid Card Program (the “Program”) offered by the Bank in conjunction with the Bank’s program manager, Robinhood Money, LLC (“Robinhood”), and your access to and use of the Robinhood prepaid debit card issued to you by the Bank in connection with the Program (the “Card”) and any reward, discount, and promotional offers related thereto. The Fee Schedule, provided above in Section 2, applies to your use of the Card and is incorporated into this Agreement by reference.

BY CLICKING THE **ACCEPT** BUTTON BELOW OR BY ACTIVATING OR USING THE CARD, YOU REPRESENT AND WARRANT THAT YOU HAVE REVIEWED AND UNDERSTAND ALL DISCLOSURES MADE AVAILABLE TO YOU AND YOU AGREE TO BE BOUND BY THIS AGREEMENT AND OUR PRIVACY POLICY. PLEASE VISIT [robinhood.com/us/en/about/legal](https://robinhood.com/us/en/about/legal) (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. Please contact Customer Service to cancel your Card.

The following definitions and instructions apply to this Agreement: “You,” “your,” and, “Cardholder” means the person who submits an initial request for a Physical Card and/or Virtual Card and is authorized to use a Card as provided for in this Agreement. “We,” “us,” and “our” mean the Bank and/or its successors, affiliates, and assignees. “Card Account” means the account associated with your Card in which we account for the loads, transactions, fees and other claims associated with your Card. References to “Card” or “Cards” in this Agreement include the Card Account associated with such Card. “Physical Card” means the personalized physical card issued to you by Sutton Bank, which enables you to make certain electronic fund transfers to and from your Card Account with Sutton Bank. “Virtual Card” means the virtual personalized card issued to you by Sutton Bank, which enables you to make certain electronic fund transfers to and from your Card Account with Sutton Bank. For the avoidance of doubt, the use of your Virtual Card will have the same legal effect as when you use your Physical Card. Unless the context requires otherwise, “Card” refers to the Virtual Card and the Physical Card. “Card Network Rules” means the operating rules, operating regulations, and other requirements of the Card Networks (as defined below). 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.

This Agreement and its terms may be supplemented from time to time by the Bank by notice to you, and such notice requirement may be satisfied by the revised terms being posted on the Website, and you agree to check for updates to this Agreement. By continuing to maintain your Card Account or access its services, you are deemed to accept the terms of the revised Agreement and will be legally bound by its terms and conditions.

#### **4. OVERVIEW; CARD DESCRIPTION**

Bank, in conjunction with Robinhood, will establish and maintain the Program to provide you access to a Card and associated Card Account established and maintained at the Bank for your benefit. You may use the Card wherever prepaid debit cards bearing the Mastercard® or Maestro® brands (“Card Network”) are accepted, subject to the terms and conditions of this Agreement.

The Card is a prepaid card and can only be used to access value that you have previously loaded onto it or that have been loaded onto your Card on your behalf. When you use your Card, you are redeeming the value on the Card and not making a withdrawal from any other account other than the Card Account.

The Card is not associated with an account other than the Card Account. **The Card is not a gift card, a device that accesses money in an individual checking or savings account, a bank deposit account, a debit card, or a credit card or charge card that allows you to make purchases or obtain advances and pay later, and using the Card will not enhance your credit rating. You will not receive any interest on the funds on your Card.** The Card will remain the property of the Bank and must be surrendered upon demand. The Card is nontransferable and is not for resale.

## 5. IMPORTANT INFORMATION ABOUT OPENING A CARD ACCOUNT

Keep record of your Card Account in case your Card is lost, stolen, or destroyed. Please read this Agreement carefully and keep it for future reference.

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who obtains a Card. Accordingly, when you request a Card, we will ask you for certain information, including, but not limited to, your name, address, date of birth, Social Security Number, phone number, and other information that will allow us to verify your identity. 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 require you to provide a copy of your driver's license or other identifying documents we deem necessary to verify your identity, address, or transactions on your Card Account. If we ask you to provide specific identifying documents and you do not provide such documents, we may immediately close or suspend your Card Account. These measures are specifically designed to help us protect your identity and identify possible fraud on your Card Account.

**U.S. Department of the Treasury's Office of Foreign Assets Control ("OFAC") Certification.** You acknowledge that you are aware that the Bank has OFAC sanctions compliance obligations. You also acknowledge that this Agreement and your Card Account are subject to U.S. sanctions laws, rules, and regulations where you will not permit your Card to be used in a manner that would cause a violation of the above referenced laws, rules, and regulations. You also specifically represent and warrant that you have not been designated by OFAC as a Specially Designated National ("SDN"), that you have no reason to believe that you would be considered a blocked person by OFAC, and that you are not acting as an agent of any such person. To the extent that OFAC, via laws, rules, regulations, or Executive Order, has promulgated restrictive measures against a government or regime ("sanctioned regime"), you further represent and warrant that you are not employed by or acting as an agent of (1) an entity owned or controlled by a sanctioned regime, (2) a government-controlled entity of a sanctioned regime, or (3) a government corporation of a sanctioned regime. Further, you acknowledge and consent to Robinhood restricting your Card Account to the extent you access these from (1) a jurisdiction that is subject to comprehensive sanctions by OFAC or (2) any jurisdiction Robinhood has made a risk-based decision to restrict access to use of its application and website.

**Politically Exposed Person ("PEP") Certification.** You represent and warrant that you are not a PEP. To the extent you are or become a PEP in the future while you hold your Card Account, you represent and warrant that you will immediately notify the Bank and Robinhood and subject yourself to any due diligence measures deemed appropriate by the Bank and Robinhood. A Politically Exposed Person is an individual who is/was or is an immediate family member (spouse, parent, sibling, children, in-law, or dependent) or close associate (someone who is closely connected to the individual either socially or professionally) of (1) a senior official

in the executive, legislative, administrative, military, or judicial branches of a non-U.S. government (whether elected or not); (2) a senior official of a major non-U.S. political party; (3) a senior executive of a non-U.S. government-owned entity; or (4) a foreign individual who was or has been entrusted with a prominent public function. A senior official or executive includes an individual with substantial authority over policy, operations, or the use of government-owned resources.

## **6. CARD REGISTRATION/ACTIVATION**

To request your Card, follow the directions provided by Robinhood via the App or online. You should receive your Virtual Card soon after you request one once you follow the instructions on the App or online. You should be able to use your Virtual Card as soon as you receive it.

If you request a Physical Card, you should receive it five to seven days or more after we receive your request. You must activate your Physical Card within the Robinhood App or online and set a PIN before you may use it.

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

YOU CANNOT USE YOUR CARD TO PERFORM TRANSACTIONS UNTIL YOU HAVE ACTIVATED YOUR CARD AND SELECTED A PERSONAL IDENTIFICATION NUMBER ("PIN").

You will select your PIN when activating your card in the Robinhood App or online. You agree to take appropriate precautions to avoid the unauthorized use of your PIN, including (a) not sharing your PIN with other persons, (b) not writing your PIN on your Card, (c) keeping your PIN separated from your Card, (d) entering your PIN in a manner that helps ensure your PIN cannot be viewed by other persons, and (e) not entering 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 in accordance with Section 29 (Your Liability for Unauthorized Transfers).

## **8. ADDRESS AND NAME CHANGES**

You are responsible for notifying us of any change in your name, phone number, physical address, mailing address, or email address. Upon receipt of your notice of any change in your name or addresses, we may require you to provide additional verification.

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 a physical address, mailing address, or email address that is saved in our records as your most recent contact information shall be effective unless (a) you send us a notice of change in such addresses, (b) you comply with any additional verification requirements communicated to you by us, and (c) we confirm our acceptance of the change.

We are not responsible for any failure or delay in the receipt or delivery of any email notifications. If you grant any other individual access to your email account, you agree that you are responsible for any release of your Card or Card Account information to such individual.

## **9. AUTHORIZED CARD USERS**

You are responsible and liable for all authorized transactions initiated and fees incurred through the use of your Card, Card number or Card Account. If you grant any other individual access to your Card, Card number

or Card Account, you acknowledge and agree that we will treat this as if you have authorized such individual to access and use of your Card, Card number or Card Account unless and until you notify us that such person is not authorized to use your Card, Card number or Card Account; and you will be responsible and liable for all transactions and fees incurred in connection with such access to and use of your Card, Card number or Card Account, except as otherwise provided by applicable law. You are wholly responsible for ensuring that each use of your Card, Card number and Card Account complies with the terms and conditions of this Agreement.

You may not request an additional Card for another person.

## **10. FDIC INSURANCE**

All funds associated with the Card shall be held in an account with the Bank for your benefit, with the balance of such funds to be reduced through your use of such funds and through the imposition of fees and other charges in accordance with the terms and conditions of this Agreement. Those funds are eligible for FDIC insurance up to \$250,000 and will not accrue or pay any interest. The availability of FDIC insurance is contingent upon Robinhood maintaining records acceptable to the FDIC, as receiver, if the Bank should fail. FDIC insurance limits apply collectively to all of your deposits held at the 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).

You understand that funds that are being loaded to or transferred to your Card Account will not receive the benefit of FDIC insurance before they are placed in the account with the Bank. .

## **11. 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: (a) you are at least 18 years of age (or older if you reside in a State where the majority age is older); (b) you are a U.S. citizen or lawfully residing in the U.S., Puerto Rico, or the District of Columbia (with a valid U.S. tax I.D.); (c) you provided us with a verifiable U.S. street address (not a P.O. Box); (d) the personal information that you provide to us in connection with the Card is true, correct, and complete; (e) you received a copy of this Agreement and our Privacy Policy and agree to be bound by and to comply with its terms; and (f) you accept the Card.

## **12. DISCLAIMER OF WARRANTIES**

EXCEPT FOR ANY EXPRESS WARRANTIES WE PROVIDE IN THIS AGREEMENT, NEITHER WE NOR ROBINHOOD MAKE ANY 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.

NEITHER WE NOR ROBINHOOD ARE RESPONSIBLE FOR THE QUALITY, SAFETY, LEGALITY, OR ANY OTHER ASPECT OF ANY GOODS OR SERVICES YOU PURCHASE WITH YOUR CARD.

### 13. LIMITATION OF LIABILITY

NEITHER WE NOR ROBINHOOD WILL 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.

### 14. ACCOUNT AND TRANSACTION LIMITATIONS

(a) Account Access Limitations. 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 acknowledge and agree that the value available to you on your Card is limited to the balance of funds that have been loaded to your Card Account.

(b) Negative Balances. If any transaction causes a negative available balance in your Card Account, including any purchase transactions where the merchant does not request authorization, you will be fully responsible and liable to us for the amount of any transaction, any negative balance in your Card Account, and any corresponding fees. You agree to pay us promptly for the amount of the transaction, any negative balance, and the corresponding fees. If you do not promptly add sufficient funds to your Card Account to cover the negative balance and amounts owed to us, we may cancel your Card Account and pursue collection. To the extent not prohibited by applicable law, you are responsible and liable 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 account you maintain with us now or in the future.

(c) Transaction Limitations. 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 mark of the Card Network on your Card. All ATM transactions are treated as cash withdrawal transactions. Any funds withdrawn from an ATM or POS device will be subject to the maximum amount that can be spent on your Card per every 24-hour period. In addition, there are limits on the dollar amount of transactions you can make with your Card each day and each month. The following are limits for each type of transaction.

**Cash withdrawal from the ATM:**

Daily Limit: \$510.00 // Monthly Limit: \$5,000

**Cash back at the POS:**

Daily Limit: \$510.00 // Monthly Limit: \$15,000

**Point of Sale Purchases:**

Daily Limit: \$3,000.00 // Monthly Limit: \$10,000



We may, in our sole discretion, further limit your use of the Card, and in addition to our limits, an ATM owner or operator may impose additional withdrawal limits. 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.

## **15. LOADING YOUR CARD**

Your Card Account will be loaded using funds from your Robinhood Money Spending Account with a balance equal to two times your average daily Card spend during the prior calendar month. Each time you use the Card to make a purchase or withdraw cash, you direct Robinhood to move funds from your Robinhood Money Spending Account to replenish this amount. For additional details regarding transfers of funds from your Robinhood Money Spending Account to your Card Account, see the Robinhood Money Terms of Service available at <https://cdn.robinhood.com/assets/robinhood/legal/robinhood-money-spending-account-agreement.pdf>.

You may also load your Card Account via Mastercard Send<sup>®</sup>. Mastercard Send<sup>®</sup> is a service that allows you to send money from another account you own to your Card Account. It cannot be used to receive funds from third parties. Limitations on the dollar amount and frequency of transfers apply.

We reserve the right, in our sole discretion, to limit the amount, number, and method of loading or reloading of your Card. You may load your Card Account only through the methods described in this section. You may not load your Card Account by check, money order, cash mailed to us for deposit, or any inbound wire transfers into your Card Account. Notwithstanding the foregoing, if your Card Account has a negative balance at the time we receive any check, money order, or cash, we may, in our sole discretion, apply the proceeds of the check, money order, or cash to the negative balance. We are not liable for any checks, money order, or cash mailed to us for the purpose of loading your Card and will make a good faith effort to return any checks, money orders, or cash sent to us.

~~16.~~

## **16. ~~17.~~ FEES**

You agree to pay us the fees set forth in the Fee Schedule, provided above in Section 2 to this Agreement. Except as otherwise detailed in this Section 17 or as prohibited by applicable law, all fee amounts will be withdrawn from your Card Account and will be assessed to you as long as there is a remaining balance on your Card Account. Anytime your remaining Card Account balance is less than the fee amount assessed to you, 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 outside of the Allpoint or MoneyPass networks, including a balance inquiry, you may be charged a fee by the ATM owner or operator even if you do not complete a withdrawal. This ATM fee is not assessed by us and is a third-party fee assessed by the individual ATM owner or operator. This ATM fee amount (if any) will be charged to your Card.

## **17. USING YOUR CARD**

(a) Availability. You may use your Card to purchase goods or services from merchants that accept the Card Network's cards, subject to your available Card Account balance and the other terms.

(b) Split Transactions. 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 no more than the amount of funds available on the Card to the Card. You then must 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 presenting your Card, your Card may 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.

(c) Pay at the Pump Transactions. If you use your Card at an automated fuel dispenser (“pay at the pump”), the merchant may pre-authorize the transaction up to a certain amount, which could exceed \$75.00. If your Card is declined even though you have sufficient funds available in your Card Account, you may be able to pay for your purchase inside with the cashier.

(d) Merchant Authorization Holds. If you use your Card at a restaurant, a hotel, or other merchant where the total purchase price may not be known at the time of purchase, the merchant may pre-authorize the transaction amount for an amount that exceeds the purchase amount to ensure there are sufficient funds available to cover tips, incidental expenses, or other applicable amounts. Any preauthorization amount will place a “hold” on your available funds on the Card until the merchant sends us the final payment amount of your purchase. Following receipt of the final payment amount, the preauthorization amount on hold will be removed, but it may take up to seven (7) days (up to thirty (30) days for hotels) for the hold to be removed. During the hold period, you will not have access to funds in your Card Account for the pre-authorized amount.

(e) Card-not-present Transactions. If you use your Card without presenting it to the merchant in person (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you presented the Card to the merchant in person.

(f) General Limitations. You acknowledge and agree that: (i) the Card is for personal, family, or household purposes use only and you will not use the Card for any business purposes; (ii) you will only use the Card as permitted under applicable law, the Card Network Rules, and this Agreement; (iii) you will not use the Card at online gambling web sites or at payment processors supporting online gambling web sites; (iv) you will not use the Card for any escort services; (v) you will not use the Card for any car rental transaction; (vi) you will not use the Card to purchase illegal goods or services, or to otherwise initiate a transaction that violates applicable law or the Card Network Rules; (vii) you must surrender a revoked Card to the Bank and you will not use, or allow others to use, an expired, revoked, cancelled, suspended, or otherwise invalid Card; and (viii) your Card cannot be redeemed for cash, except where required by applicable law.

(g) Notification Obligations. You agree that you will promptly notify us in accordance with Section 28 (Your Liability for Unauthorized Transfers) of any: (i) loss, theft, or unauthorized use of the Card; and (ii) loss, theft, or unauthorized disclosure of any PIN used to access Card Account funds.

## **18. ADDITIONAL RIGHTS OF THE BANK**

We may, in our sole discretion: (a) limit the amount, number, or type of transactions you can make on your Card; (b) refuse to issue a Card; and (c) repossess, revoke, suspend, block or cancel your Card, your

Card privileges, or any features or services of your Card at any time, with or without cause or notice, subject to applicable law. If we block, suspend, or cancel your Card because we detect what we reasonably believe to be fraudulent, suspicious, or criminal activity or any activity inconsistent with this Agreement, we will not be liable for any resulting unavailability of the funds in your Card Account or your inability to use your Card.

## **19. REFUNDS AND RETURNS**

If you are entitled to a refund for any reason in connection with goods or services obtained with your Card, you agree to accept credits to your Card for such refunds and agree to adhere to the refund policy of the applicable merchant.

The exchange or return of goods or services purchased, in whole or in part, with the Card will be governed by the procedures and policies of each merchant, applicable law, and the Card Network Rules. At the time of any exchange or return, you will present the receipt for the goods and the Card. If you receive a credit to your Card Account, the credit may not be immediately available.

None of the Bank, Robinhood, the Card Network, any processor, or any program manager, or any of its or their respective affiliates, employees, or agents will be responsible or liable for the delivery, quality, safety, legality, or any other aspects of goods or services that you purchase with a Card or any losses or damages arising out of or relating to the use of your Card. All such disputes must be addressed and handled directly with the merchant from whom any goods or services were purchased.

## **20. CARD REPLACEMENT**

If you need to replace your Card for any reason, please contact Robinhood at (888) 275-8523 or write to Robinhood at 85 Willow Road, Menlo Park, CA 94025. You can also visit Robinhood at [robinhood.com/contact](https://robinhood.com/contact) to request a replacement Card. You will be required to provide personal information which may include your Card number, full name, transaction history, and copies of accepted identification. In order to validate any request, we reserve the right to conduct an investigation and/or require you to sign an affidavit. The fee for expedited shipping of a replacement Card, which is set forth in the Fee Schedule provided above in Section 2, will be deducted from the balance associated with the new Card. It may take up to thirty (30) days to process your 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.

## **21. CARD EXPIRATION**

Subject to applicable law, you will be able to use your Card until the expiration date displayed on the Card. The funds associated with the Card do not expire. If your Card Account is in good standing and you have available funds on the Card when your Card expires, you may request a replacement Card at no cost to you by following the procedures set forth in [Section 21 \(Card Replacement\)](#). The new Card will have an available balance equal to the remaining balance of the expired Card, less any applicable fees.

## **22. FOREIGN CURRENCY TRANSACTIONS**

If you conduct a transaction in a currency other than U.S. dollars, the merchant, the Card Network, or other entity that processes the transaction may convert any related debit or credit into U.S. dollars in accordance with its then-current policies. The Card Networks currently use a conversion rate that is either:

(a) selected from a range of rates available in the wholesale currency markets (which may be different from the rate the Card Network itself receives), or (b) the government-mandated rate. The conversion rate may be different from the rate in effect on the date of your transaction and date it is posted to your account.

### **23. RECEIPTS**

In general, you should get a receipt at the time you make a transaction using your Card. If you do not receive a receipt at the time you make a transaction, you may request a receipt from the applicable merchant, although some merchants may not provide a receipt for small-dollar purchases. You agree to retain, verify, and reconcile your transactions and receipts.

### **24. CARD ACCOUNT BALANCE**

You are responsible for keeping track of your Card Account. Merchants generally will not be able to determine your available balance. It is important to know your available balance before making any transaction.

### **25. UNCLAIMED PROPERTY**

Applicable unclaimed property 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 the residency State government agency of your residency as unclaimed property.

### **26. CONFIDENTIALITY**

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

- (a) Where it is necessary or helpful for completing transactions;
- (b) In order to verify the existence and condition of your Card for a third party, such as a credit bureau or a merchant;
- (c) In order to comply with a government agency, court order, or other legal or administrative reporting requirements;
- (d) If you give us your written consent;
- (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) As otherwise 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 more detail.

## 27. OUR LIABILITY FOR TRANSFER ERRORS

If we do not complete a transfer to or from your Card Account on time or in the correct amount in accordance with this Agreement, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable for your losses or damages in certain situations, including, without limitation, the following instances:

- (a) If through no fault of ours, you do not have enough funds available in your Card Account 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) If any other liability exception applies under this Agreement or applicable law.

## 28. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

**Contact us AT ONCE if you believe your Card, PIN, code or Card Account number has been lost or stolen, or that your funds have been transferred from your Card Account without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within 2 business days after you learn of the loss or theft of your Card, PIN, code or Card Account number, you can lose no more than \$50 if someone used your card 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, code or Card Account number, and we can prove we could have stopped someone from using your Card, PIN, code or Card Account number without your permission if you had told us, you could lose as much as \$500.

Also, if your transaction history and/or account statement shows transfers that you did not make, including those made by Card, PIN, code or other means, tell us at once. If you do not tell us within 60 days after the earliest of: (i) you electronically access your Card Account, if the transfers could be viewed in your electronic history, or (ii) the date we sent the FIRST account statement of your Card Account transactions on which the transfers appeared, you may not get back any value in your Card Account that you lost after the 60 days if we can prove that we could have stopped someone from taking the value in your Account 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.

Contact in event of unauthorized transfer. If you believe your Card, PIN, code, or Card Account number has been lost or stolen, call Robinhood Customer Service at (888) 275-8523 or write to Robinhood at 85 Willow Road, Menlo Park, CA 94025. You can also contact Robinhood by visiting [robinhood.com/contact](https://robinhood.com/contact).

Upon notice that your Card has been lost or stolen, we may suspend or cancel your Card and send you a replacement Card at no charge. In some cases, we may close your Card Account to keep losses down. Upon your request, we may provide you with a replacement Card Account.

### **Special Provisions for Card Transactions (Mastercard Zero Liability Protection):**

Under the Card Network Rules, you will not be held responsible for unauthorized transactions if you exercise reasonable care in safeguarding your Card from loss, theft, or unauthorized use, and you notify us of such activity within two (2) business days. This reduced liability does not apply if (a) a PIN is used as the method of verification for a disputed transaction, or (b) you have reported two (2) or more incidents of unauthorized use in the immediately preceding twelve (12) month period. If you notify us within (2) business days of any unauthorized transactions, you can lose no more than \$50.00 if a person 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 a person from using your Card without your permission if you had promptly notified us, you could lose as much as \$500.00.

### **29. ASSIGNMENT; APPLICABLE LAW; SEVERABILITY**

You may not assign, delegate, or transfer your Card or your rights or obligations under this Agreement. We may assign, delegate, or transfer our rights and obligations, in whole or in part, under this Agreement. 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 claims and controversies arising out of or relating to a Card, Card Account, or this Agreement that are not subject to arbitration and with respect to any proceeding to enforce the arbitration provisions of this Agreement or to confirm or vacate an arbitration award. If any provision of this Agreement is determined by any court or governmental authority to be invalid, illegal, or unenforceable, this Agreement will be enforced as if the unenforceable provision were not present and any partially valid and enforceable provision will be enforced to the extent that it is enforceable.

### **30. AMENDMENT AND CANCELLATION**

We may modify, supplement, or replace this Agreement at any time by posting the modified, supplemented, or replaced version of the Agreement on our website at [www.robinhood.com](http://www.robinhood.com). Any modified, supplemented, or replaced version of the Agreement will be effective upon posting such Agreement onto our website. To the extent required under applicable law, we will notify you of our intent to modify, supplement, or replace the Agreement.

We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by contacting Customer Service and returning the Card to us. Notwithstanding the cancellation or suspension of your Card or this Agreement, we will continue to honor transactions you have made up until the cancellation or suspension is processed in accordance with this Agreement, which, in the case of cancellation, may take up to forty-five (45) days following the cancellation of your Card or this Agreement (the "Wind-Down Period"). During the Wind-Down Period, you will: (a) remain responsible for all transactions in accordance with the terms and conditions of this Agreement, and (b) remain subject to all applicable fees under this Agreement. Your cancellation of this Agreement will not affect any of our rights or your obligations arising out of or relating to this Agreement prior to such cancellation.

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 fee for this service is set forth in the Fee Schedule provided above in Section 2. 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

### **31. OVERPAYMENT**

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

### **32. DOCUMENTATION**

**Terminal Transfers.** You can get a receipt at the time you make any transfer to or from your Account using an ATM from the AllPoint or MoneyPass ATM networks or at the point of sale.

**Preauthorized Credits.** If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money. You can also check your Account online to see if a deposit has been received.

**Periodic Statements.** You will get an electronic monthly Account statement, unless there are no transfers in a particular month. In any case you will get the statement at least quarterly. You may obtain information about the Available Funds in your Account and a history of your transactions by accessing your account in the Robinhood App or by calling Robinhood's toll-free customer service number at (888) 275-8523.

### **33. PREAUTHORIZED PAYMENTS/STOP PAYMENT PROCEDURES AND NOTICE OF VARYING AMOUNTS**

The Bank does not offer preauthorized payment services. You cannot request in advance that the Bank make regular payments out of your Account. You may ask third parties to initiate regular payments out of your Account.

**Right to stop payment:** If you have automatic recurring payments taken out of your Account by a third party, you can stop any of these payments by calling Robinhood at the Customer Service number above or by visiting [robinhood.com/contact](https://robinhood.com/contact). You must contact us in time for us to receive your request at least three Business Days before the payment is scheduled to be made. If you call, we may also require you to put your request in writing and get it to us within 14 days after you call.

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

**Liability for failure to stop payment of a preauthorized transfer:** If you order us to stop a payment at least three Business Days before the transfer is scheduled and we do not do so, we will be liable for your losses or damages.

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

In Case of Errors or Questions About Your Electronic Transactions, Telephone Robinhood Customer Service at (888) 275-8523, write to Robinhood at 85 Willow Road, Menlo Park, CA 94025, or visiting [robinhood.com/contact](https://robinhood.com/contact), as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 60 days after the 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 account statement on which the error appeared. You may request a written history of your transactions or account statement at any time by contacting Robinhood at (888) 275-8523. You will need to:

1. Tell us your name and Card 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 (or twenty (20) business days, if the notice of error involves an electronic fund transfer to or from a Card Account within thirty (30) days after the first deposit to the Card Account was made) for the amount you think is in error, so that you will have the use of the money during the time it takes to complete the investigation. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit your Card.

For errors involving new Card accounts, 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 of any investigation within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. 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 Robinhood at the phone number or address listed at the beginning of this Section 35 (Your Right to Dispute Errors). If you need more information about our error-resolution procedures, call (888) 275-8523.

### **35. NO WARRANTY OF UNINTERRUPTED USE**

From time to time the Card services may be inoperative and 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 Customer Service if you have any problems using your Card. You agree that none of the Bank, any Card Network, any processor, or any program manager, or any of its or their respective affiliates, employees, or agents are responsible for any interruption of service.



### **36. WEBSITE AVAILABILITY**

Although we expend considerable effort 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: (a) temporary interruptions in service due to maintenance, website changes, or failures, or (b) 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 applicable law, 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 our 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 you to use a reputable and readily available virus screening and prevention software to avoid any computer viruses.

### **37. Electronic Signatures; Modifications to the Agreement.**

You agree that by electronically signing the Agreement, you acknowledge and agree that such electronic signature is valid evidence of your consent to be legally bound by this Agreement and such subsequent terms as may govern the use of the Card and the Card Account. By accepting this Agreement and opening or using an Account, you agree (i) your consent to electronic delivery of Account Documents, as set forth in section 12 of the Robinhood Money Spending Account Terms of Service, applies to the Card Account ; (ii) you have read and understand such terms, (iii) that you have the necessary hardware and software to receive Account Documents electronically; (iv) that you wish to enter into this Agreement electronically; (v) you understand all Account Documents provided to you in electronic form are deemed to have been provided in written form; and (vi) that your consent will remain in effect until it is withdrawn. The use of an electronic version of any document fully satisfies any requirement that the document be provided to you in writing. You accept notice by electronic means as reasonable and proper notice, for the purpose of any and all laws, rules and regulations. You acknowledge and agree that we may modify this Agreement from time to time and you agree to consult the Website from time to time for the most up-to-date Agreement. The electronically stored copy of this Agreement is considered to be the true, complete, valid, authentic and enforceable record of the Agreement, admissible in judicial or administrative proceedings to the same extent as if the documents and records were originally generated and maintained in printed form. You agree to not contest the admissibility or enforceability of our electronically stored copy of the Agreement.

### **38. CUSTOMER SERVICE**

For Customer Service or additional information regarding your Card, please contact Robinhood at:

Address: 85 Willow Road, Menlo Park, CA 94025

Website: [robinhood.com/contact](https://robinhood.com/contact)

Toll-Free Customer Service Number: (888) 275-8523

Email: [help@robinhood.com](mailto:help@robinhood.com)

Phone support is available twenty-four (24) hours a day, seven (7) days a week.

### **39. TELEPHONE MONITORING/RECORDING**

You agree that from time to time, without further notice to you, the Bank may monitor and/or record telephone calls and electronic communications between you and the Bank to assure the quality of our Customer Service or to comply with applicable law.

### **40. 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.

### **41. ARBITRATION CLAUSE/DISPUTE RESOLUTION**

**\*\*\*DISPUTE RESOLUTION. Please read the following arbitration agreement in this section (“Arbitration Agreement”) carefully. It requires You to arbitrate disputes with the Bank and limits the manner in which you can seek relief from the Bank.**

Solely for purposes of this Arbitration Clause, “we” or “us” shall mean the Bank, 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.

**a. Applicability of Arbitration Agreement. This Arbitration Agreement shall apply, without limitation, to all disputes or claims and requests for relief that arose or were asserted before the effective date of this Agreement or any prior version of this Agreement.**

**b. Arbitration Rules and Forum.** The Bank and you agree to attempt informal resolution of any dispute arising out of, related to, or in connection with this Agreement, your Account, or the Bank’s services prior to any demand for adjudication of any kind and to notify each other in writing of any such dispute within thirty calendar days of when it arises. The Bank and you further agree that if we cannot solve such dispute informally, any such dispute arising out of, related to, or in connection with this Agreement shall be finally settled in binding arbitration, on an individual basis, in accordance with the American Arbitration Association’s (“AAA”) rules for arbitration of consumer-related disputes. The arbitration will occur, at your election, in the county of your domicile or in California and will be conducted confidentially by a single, neutral arbitrator. The Bank will not seek, and hereby waives all rights it may have under applicable law to recover attorneys’ fees and expenses if it prevails in arbitration, unless the arbitrator finds that either the substance of your dispute or the relief sought in your request for arbitration (“Request”) was frivolous or was brought for an improper purpose (as measured by the standards set forth in Federal Rule of Civil Procedure 11(b)). This Agreement evidences a transaction involving interstate commerce and notwithstanding any other provision herein with respect to the applicable substantive law, the Federal Arbitration Act, 9 U.S.C. §1 et seq. (“FAA”) will govern the interpretation and enforcement of this Arbitration Agreement and any arbitration proceedings. Notwithstanding anything to the contrary in this Section, the Bank and you retain the right to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement or misappropriation of intellectual property rights, including copyrights, trademarks, trade secrets, database rights, and patents. In the event any provision of this Section is deemed invalid or unenforceable, then you agree and understand that the remaining portions of this Arbitration Agreement will remain in full force and effect.

**c. Waiver of Jury Trial.** The Bank AND YOU HEREBY WAIVE ANY CONSTITUTIONAL AND STATUTORY RIGHTS TO SUE IN COURT AND HAVE A TRIAL IN FRONT OF A JUDGE OR A JURY. The Bank and you are instead agreeing that all disputes, claims, or requests for relief shall be resolved by arbitration under this Arbitration Agreement, except as specified in Section 43(a) (Applicability of Arbitration Agreement) above. There is no judge or jury in arbitration, and court review of an arbitration award is subject to very limited review.

**d. Waiver of Class or Other Non-Individualized Relief.** THE BANK AND YOU AGREE THAT, EXCEPT AS SPECIFIED IN THE SECTION "BATCH ARBITRATION" BELOW, EACH OF US MAY BRING CLAIMS AGAINST THE OTHER ONLY ON AN INDIVIDUAL BASIS AND NOT ON A CLASS, REPRESENTATIVE OR COLLECTIVE BASIS AND THE PARTIES HEREBY WAIVE ALL RIGHTS TO HAVE ANY DISPUTE BE BROUGHT, HEARD, ADMINISTERED, RESOLVED, OR ARBITRATED ON A CLASS, COLLECTIVE, REPRESENTATIVE OR MASS ACTION BASIS. ONLY INDIVIDUAL RELIEF IS AVAILABLE, AND DISPUTES OF MORE THAN ONE CUSTOMER OR USER CANNOT BE ARBITRATED OR CONSOLIDATED WITH THOSE OF ANY OTHER CUSTOMER OR USER. Subject to this Arbitration Agreement, the arbitrator may award declaratory or injunctive relief only in favor of the individual party seeking relief and only to the extent necessary to provide relief warranted by the party's individual claim. Notwithstanding anything to the contrary in this Agreement, if a court decides by means of a final decision, not subject to any further appeal or recourse, that the limitations of this subsection, "Waiver of Class or Other Non-Individualized Relief," are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), the Bank and you agree that that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the courts having jurisdiction over the issue. All other disputes shall be arbitrated. This subsection does not prevent you or the Bank from participating in a class-wide settlement of claims.

**e. Authority of Arbitrator.** Except as provided below, the arbitrator shall have exclusive authority to (i) determine the scope, enforceability and applicability of this Arbitration Agreement, whether the disputes are arbitrable, and the propriety of commencing the arbitration and (ii) resolve any dispute related to the interpretation, applicability, enforceability or formation of this Arbitration Agreement including, but not limited to, any assertion that all or any part of this Arbitration Agreement is void or voidable. The exceptions to the preceding sentence are: (i) all disputes arising out of or relating to the subsection entitled "Waiver of Class and Other Non-Individualized Relief," including any claim that all or part of that same subsection is unenforceable, illegal, void or voidable, or that the same subsection has been breached, shall be decided by a court of competent jurisdiction and not by an arbitrator; (ii) except as expressly contemplated in the subsection entitled "Batch Arbitration", all disputes arising out of or relating to the payment of arbitration fees shall be decided only by a court of competent jurisdiction and not by an arbitrator. The arbitration proceeding will not be consolidated with any other matters or joined with any other cases or parties, except as expressly provided in the subsection entitled "Batch Arbitration". The arbitrator shall have the authority to grant motions dispositive of all or part of any dispute. The arbitrator shall issue a written award and statement of decision describing the essential findings and conclusions on which the award is based, including the calculation of any damages awarded. The award of the arbitrator is final and binding upon you and the Bank and shall have no preclusive effect in any other arbitration or other proceeding involving a different party. The arbitrator may consider, but under no circumstances is the arbitrator bound by, decisions reached in separate arbitrations. Judgment on the arbitration award may be entered in any court having jurisdiction.

**f. Batch Arbitration.** To increase the efficiency of administration and resolution of arbitrations, you and the Bank agree that in the event that there are one hundred (100) or more individual Requests of a

substantially similar nature filed against the Bank by or with the assistance of the same law firm, group of law firms or organizations within a thirty (30) day period (or otherwise in close proximity), the AAA (1) will administer the arbitration demands in batches of 100 Requests per batch (plus, to the extent there are less than 100 Requests left over after the batching described above, a final batch consisting of the remaining Requests); (2) appoint one arbitrator for each batch; and (3) provide for the resolution of each batch as a single consolidated arbitration with one set of filing and administrative fees due per side per batch, one procedural calendar, one hearing (if any) in a place to be determined by the arbitrator, and one final award ("Batch Arbitration"). All parties agree that Requests are of a "substantially similar nature" if they arise out of the same event or factual scenario and raise the same or similar legal issues and seek the same or similar relief. To the extent the parties disagree on the application of the Batch Arbitration process, the disagreeing party shall advise the AAA, and the AAA shall appoint a sole standing arbitrator to determine the applicability of the Batch Arbitration process ("Administrative Arbitrator"). In an effort to expedite resolution of any such dispute by the Administrative Arbitrator, the parties agree the Administrative Arbitrator may set forth such procedures as are necessary to resolve any disputes promptly. The Administrative Arbitrator's fees shall be paid by the Bank. You and the Bank agree to cooperate in good faith with the AAA to implement the Batch Arbitration approach including the payment of single filing and administrative fees for batches of Requests, as well as any steps to minimize the time and costs of arbitration, which may include: (1) the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes; and (2) the adoption of an expedited calendar of the arbitration proceedings. This Batch Arbitration provision shall in no way be interpreted as authorizing a class, collective and/or mass arbitration or action of any kind, or arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this provision.

**g. Severability.** Except as provided in subsection 43(d) (Waiver of Class or Other Non-Individualized Relief), if any part or parts of this Arbitration Agreement are found under the law to be invalid or unenforceable, then such specific part or parts shall be of no force and effect and shall be severed and the remainder of the Arbitration Agreement shall continue in full force and effect.

**h. Modification.** Notwithstanding any provision in this Agreement to the contrary, we agree that if the Bank makes any future material change to this Arbitration Agreement, it will notify you. Your continued use of the Account and/or the Bank service constitutes your acceptance of any such changes.

**i. Survival of Agreement.** This Arbitration Agreement will survive the termination of your relationship with the Bank.

## **42. GENERAL PROVISIONS**

**a. Release.** You hereby release the Bank and its successors from claims, demands, any and all losses, damages, rights, and actions of any kind, including personal injuries, death, and property damage, that is either directly or indirectly related to or arises from your use of the Account, including but not limited to, any interactions with or conduct of other users or Third-Party Services of any kind arising in connection with or as a result of the Agreement or your use of the Services. If you are a California resident, you hereby waive California Civil Code Section 1542, which states, "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party." The foregoing release does not apply to any claims, demands, or any losses, damages, rights and actions of any kind, including personal injuries, death or property damage for any unconscionable commercial practice by the Bank or for fraud, deception, false, promise,

misrepresentation or concealment, suppression or omission of any material fact in connection with your Account.

**b. Force Majeure.** The Bank shall not be liable for any delay or failure to perform resulting from causes outside its reasonable control, including, but not limited to, acts of God, war, terrorism, riots, embargos, acts of civil or military authorities, fire, floods, accidents, pandemic, epidemic, strikes or shortages of transportation facilities, fuel, energy, labor or materials.

**c. Choice of Language.** It is the express wish of the parties that the Agreement and all related documents have been drawn up in English.

**d. Notice.** Where Robinhood requires that you provide an e-mail address on behalf of the Bank, you are responsible for providing Robinhood with your most current e-mail address. In the event that the last e-mail address you provided to Robinhood is not valid, or for any reason is not capable of delivering to you any notices required/ permitted by the Agreement, Robinhood's dispatch of the e-mail containing such notice will nonetheless constitute effective notice.

**e. Waiver.** Any waiver or failure to enforce any provision of the Agreement on one occasion will not be deemed a waiver of any other provision or of such provision on any other occasion.

**f. Export Control.** You may not use, export, import, or transfer the Services except as authorized by U.S. law. In particular, but without limitation, the Services may not be exported or re-exported (a) into any United States embargoed countries, or (b) to anyone on the U.S. Treasury Department's list of Specially Designated Nationals or the U.S. Department of Commerce's Denied Person's List or Entity List. By using the Services, you represent and warrant that (i) you are not located in a country that is subject to a U.S. Government embargo, or that has been designated by the U.S. Government as a "terrorist supporting" country and (ii) you are not listed on any U.S. Government list of prohibited or restricted parties. You also will not use the Account for any purpose prohibited by U.S. law, including the development, design, manufacture or production of missiles, nuclear, chemical or biological weapons. You acknowledge and agree that products, services or technology provided by the Bank are subject to the export control laws and regulations of the United States. You shall comply with these laws and regulations and shall not, without prior U.S. government authorization, export, re-export, or transfer the Bank's products, services or technology, either directly or indirectly, to any country in violation of such laws and regulations.

**g. Electronic Delivery of Account Information.** All communications, notices, legal disclosures, and other materials related to your Account or this Agreement, including account statements, notices, disclosures, regulatory communications and other information, documents, data and records regarding your Account (the "Communications"), or an alert that any such Communication has been posted to the secure section of the platform, and is available for viewing, may be sent to you at the mailing address for your Account or the e-mail address that you have given to Robinhood or at such other address as you may hereafter give Robinhood in writing or by e-mail at least ten days prior to delivery, and all communications so sent, whether in writing or otherwise, shall be deemed given to you personally, whether actually received or not.

**h. Compliance with Law.** You agree that you will comply with all applicable laws in all of your activities in connection with the Services.

**i. Entire Agreement.** The Agreement is the final, complete and exclusive agreement of the parties with respect to the subject matter hereof and supersedes and merges all prior discussions between the parties with respect to such subject matter.

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

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

BY CLICKING "ACCEPT", I AGREE: (1) I HAVE READ AND ACCEPT THE TERMS OF THE THIS [ROBINHOOD CASH CARD AGREEMENT](#) AND ALL INCORPORATED DISCLOSURES, AND I HAVE RETAINED COPIES FOR MY RECORDS; (2) TO OPEN A ROBINHOOD CASH CARD ACCOUNT ISSUED BY SUTTON BANK AND RECEIVE THE ROBINHOOD CASH CARD; AND (3) IF APPLICABLE, TO TERMINATE MY DEBIT CARD ISSUED BY SUTTON BANK IN CONNECTION WITH CASH MANAGEMENT SERVICES IN MY ROBINHOOD FINANCIAL LLC/ROBINHOOD SECURITIES, LLC BROKERAGE ACCOUNT.