

Revision Date: 08/04/25

Drop Pay Cardholder Agreement

CARDHOLDER AGREEMENT / TERMS & CONDITIONS

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

CUSTOMER SERVICE CONTACT INFORMATION:

Address: PO Box 1134 Wilson, WY 83014

Website: <https://drop.band>

Email support@drop.band

Phone: 931-922-6470

1. THE DROP PAY PROGRAM

This Drop Pay Cardholder Agreement (this “Agreement”) represents an agreement between you and Sutton Bank, (the “Bank”), member of the Federal Deposit Insurance Corporation (“FDIC”) in conjunction with the Drop Pay prepaid card program (the “Program”) serviced by Drop Industries, LLC (“Drop”), including the terms and conditions governing the use of the card (the “Card”) issued by the Bank. By clicking the [I ACCEPT] button below or by using Drop Pay, you agree to be bound by this Agreement. The Fee Schedule, available below, applies to your use of Drop Pay and is incorporated into this Agreement by reference. If you do not agree to be bound by this Agreement, click on the [I Don’t Accept] button below and do not activate or use the Card. Please contact Drop customer service at the information provided above (“Customer Service”) to cancel your Card.

The following definitions and instructions apply to this Agreement:

“You”, and “your”, means the person who submits an initial request for a Card Account 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.

“Card” refers to the Drop Pay Reloadable Prepaid Mastercard Card, whether in physical, virtual, or Wearable form, which is activated, received, signed (if applicable) or used by the Cardholder.

“Secondary Card User” means the person or persons who have received a Card at your request and are authorized to use the Card as provided for in this Agreement. A Secondary Card User must be at least fifteen (15) years of age and reside at the same residence as you.

“Wearable” means the wearable product provided to you by Drop which includes the Card.

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.

Customer Service business days are Monday through Friday, excluding federal holidays, even

if we are open. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.

You acknowledge and agree that the value available in your Card Account is limited to the funds that you have loaded on your Card Account or that have been loaded to your Card Account on your behalf. The 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 is nontransferable, is not for resale, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card is not designed for business use, and we may cancel your Account if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms and conditions of this Agreement or that may be fraudulent or illegal.

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.

You will need to purchase a Card for the Program. Issuance to you of a Card Account is subject to successful completion of the identification verification process and receipt of the Bank’s approval (see the paragraph of this Agreement below captioned “Important Information about Opening a New Card Account”). **YOU CANNOT USE YOUR CARD TO PERFORM TRANSACTIONS UNTIL YOU HAVE ACTIVATED YOUR CARD AND SELECTED A PERSONAL IDENTIFICATION NUMBER (“PIN”), IF APPLICABLE, PURSUANT TO THIS AGREEMENT.**

BY ACTIVATING DROP PAY OR PARTICIPATING IN THE PROGRAM IN ANY WAY, YOU REPRESENT THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND OUR PRIVACY POLICY. PLEASE VISIT WWW.DROP.BAND (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 as part of the Wearable wherever prepaid debit cards bearing the applicable payment card network brand (e.g. Visa or Mastercard) (“Card Network”) 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 Account and not making a withdrawal from a checking or savings account. Your Card is NOT a bank deposit account, debit card, or a charge card that allows you to make purchases or obtain advances and pay later. You may use your Card to make purchases at any merchant that accepts the Card Network’s cards, subject to your available Card Account balance and the other terms and conditions of this Agreement. You may not use your Card or Card Account for any online gambling, escort services, or any illegal transaction. The Card will have an expiration date and the Account will expire, in accordance with applicable law, on the expiration date. If your Card Account is in good standing and you have available funds on the Card, you can purchase a new wearable upon expiration. We may revoke or suspend your Card or any features or services of your Card Account at any time without cause or notice.

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

After your Card Account is opened, we may ask again and you agree to provide a copy of your driver's license or other identifying documents at any time if we deem necessary to verify your identity, address, or transactions on your Card Account. If you do not provide specific identifying documents upon request by us, 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 authorize Drop as may be required by applicable law to share any information you provide with Drop to us for purposes of providing the Card and the Program. You represent and warrant that you have requisite legal authority or have obtained any consents required by applicable law to provide information about a Secondary Card User to Drop and to authorize Drop to share this information with us.

3. CARD REGISTRATION/ACTIVATION

You and the Secondary Card User, if any, must register and activate a Card before it can be used. You may register and activate a Card using the Drop App. A Secondary Card User may only be registered and activated by you.

How to Register Your Card.

Activating your Card. Once you successfully register your Card Account, you will be able to register and activate your Card(s). Follow the instructions in the Drop App to activate your Card and to choose a personal identification number, or PIN.

Using Your Card. Your Card must be registered and activated prior to use.

4. PERSONAL IDENTIFICATION NUMBER (PIN)

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

5. ADDRESS AND NAME CHANGES

You are responsible for notifying Drop 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.

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

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

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

6. AUTHORIZED CARD USERS

You 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 Account, 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.

You may purchase additional Cards, however you can only have up to four Cards activated for Secondary Card Users. You can disable Cards associated with a Secondary Card User you previously authorized. You remain liable for any and all use of any additional Cards you authorize, including Cards for Secondary Card Users.

7. FDIC INSURANCE

Drop is a financial technology company, and not a bank. All funds associated with the Card shall be held in an account with the Bank for the benefit of you and all Card users, 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. If you have provided us with the personal information described in the paragraph above labeled "Important Information about Opening a New Card Account," then such funds are eligible for pass-through insurance by the FDIC up to the maximum amount specified by FDIC regulations per ownership category should Bank fail. Certain conditions must be satisfied for pass-through deposit insurance coverage to apply.

8. REPRESENTATIONS AND WARRANTIES

By activating the Card or by retaining, using, or authorizing the use of the Card, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or lawfully residing in the U.S., Puerto Rico, or the District of Columbia (with a valid U.S. tax I.D.); (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the Card is true, correct, and complete; (v) you received a copy of this Agreement and our Privacy Policy and agree to be bound by and to comply with its terms; and (vi) you accept the Card.

9. 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 Account.

10. 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.

11. 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. 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.

You are not able to withdraw cash from your Card Account or with your Card from any ATM or POS.

Transaction type	Frequency and/or dollar limits
Cash withdrawal (ATM)	NA
Cash back at the point-of-sale	NA
Cash withdrawal (over the counter)	NA

12. LOADING YOUR CARD ACCOUNT

You may load your Card Account by arranging for the transfer of funds originating from a financial institution located in the United States. You should have access to newly loaded funds no later than 10 minutes. **There may be fees associated with these methods of Card**

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

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

13. PREAUTHORIZED TRANSFERS

The Card does not support preauthorized transfers or recurring payments.

14. FEES

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

See fee list below

15. USING YOUR CARD

Limits on the Use of Your Card. You are not authorized to make purchases that in the aggregate exceed \$2,500 per calendar day or \$1,000 per transaction. Your card balance may not exceed \$7,500 in a given calendar month. Secondary Card Users are not authorized to make purchases in the aggregate exceed \$1,000 per calendar day or \$500 per transaction. A Secondary Card User's purchases may not exceed \$2,500 in a given calendar month. See limits chart:

Max Balance:	
Primary Card	\$7,500
Companion Card (Auth User)	\$2,500
Load/Reload:	
Primary Card Only	\$7,500
Card to Card Transfers (per card):	
Primary Card Only	\$500/transaction \$500/per day \$2500/month
Spend Limits (per card):	

Primary Card	Max POS per transaction: \$1,000 Max POS per day: \$2,500 Max POS per month: \$7,500
Spend Limits (per card):	
Companion Card (Auth User)	Max POS per transaction: \$500 Max POS per day: \$1,000 Max POS per month: \$2,500

We reserve the right, in our sole discretion, to limit the amount, number or type of transactions you can make with your Card and any funding or reload of your Card.

You may not utilize your Card to withdraw funds from any ATM.

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 Account 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 Drop Pay 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 Account funds; and (iv) use the Drop Pay and Card only as instructed. We may refuse to issue a Card Account, revoke or suspend your Drop Pay privileges or cancel your Card Account with or without cause or notice, other than as required by applicable law. You agree not to use or allow others to use an expired, revoked, cancelled, suspended or otherwise invalid Card.

You may use your Card to purchase or lease goods or services anywhere Mastercard® debit cards are accepted as long as you do not exceed the value available on your Card Account. Some merchants do not allow you or Secondary Users to conduct split transactions where you would use the Card Account as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available on the Card Account. 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 using 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.

If you use your Card Account 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. For security reasons, we may limit the amount or number of transactions you can make with your Card. Your Card cannot be redeemed for cash. You may not use your Card Account for

online gambling, any illegal transaction or for car rental transactions. We may refuse to process any Drop Pay transaction that we believe may violate the terms of this Agreement or applicable law.

Each time you use your Card Account, 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 Account, you shall remain fully liable to us for the amount of the transaction and any applicable fees. We may deduct any amount that you owe us from any current or future funds associated with this or any other Card you activate or maintain.

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.

16. FRAUDULENT OR CRIMINAL CARD ACCOUNT ACTIVITY

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

17. REFUNDS AND RETURNS

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card Account 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 Account will be governed by the procedures and policies of each merchant and applicable law. At the time of any exchange or return, you should present both the merchandise receipt and the Card. If you receive a credit, the credit may not be added to the available funds on the Card for seven (7) business days. Neither the Bank, the Card Network, the Processor nor Drop, nor their respective affiliates, employees or agents are responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with a Card or any damages resulting directly or indirectly from the use of the Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

18. CARD REPLACEMENT

If you need to replace your Card or Wearable for any reason, you can purchase a replacement via the website www.drop.band or from an authorized retailer.

CARD EXPIRATION

The Card is valid through the expiration date shown on the front of the Virtual Card inside the Drop App, except where prohibited or modified by applicable law. The funds associated with

the Card Account do not expire. You will not be able to use your Card(s) after the expiration date; however, you may purchase a replacement Card from an authorized dealer or at www.drop.band. The new Drop will have a value equal to the remaining balance of the expired Card.

19. FOREIGN CURRENCY TRANSACTIONS

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

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

20. 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.

21. CARD ACCOUNT BALANCE/PERIODIC STATEMENTS/PROGRAM 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 email at support@drop.band or by accessing your account in the Drop Pay App. This information, along with a 12-month history of account transactions, is also available by email. 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 email at support@drop.band. 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 on our website www.drop.band.

22. UNCLAIMED PROPERTY

Applicable law may require us to report to state government authorities any funds remaining with respect to your Card Account 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 Account to state government authorities as unclaimed property.

23. CONFIDENTIALITY

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

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

Please see our Privacy Policy, available at

<https://www.suttonbank.com/ /kcms-doc/85/49033/WK-Privacy-Disclosure-1218.pdf>, for further details.

24. OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

If we do not properly complete a transaction from your Card Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If through no fault of ours, you do not have enough funds available on your Card Account to complete the transaction;
- (2) If a merchant refuses to accept your Card;
- (3) If an ATM where you are making cash withdrawal does not have enough cash;
- (4) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- (5) If access to your Card has been blocked after you reported your Card lost or stolen;
- (6) If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- (7) If we have reason to believe the requested transaction is unauthorized;
- (8) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- (9) For any other exception stated in our Agreement with you or by applicable law.

25. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

Contact Drop at once if you believe your Card has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe your Card has been lost or stolen, or that someone has transferred or may transfer money from your Card Account without your

permission, call Drop at the Customer Service number above.

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 notify us within two (2) days of learning of a fraudulent or unauthorized transaction associated with your Card, your liability shall be limited to fifty dollars (\$50) for such fraudulent or unauthorized transaction. If you notify us after two (2) days but prior to sixty (60) days after learning of a fraudulent or unauthorized transaction associated with your Card, your liability shall be limited to \$500 for such fraudulent or unauthorized transaction. If you do not notify us in writing within sixty (60) days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time and you are grossly negligent or fraudulent in the handling of your Card. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

If your Card has been lost or stolen, please disable or “freeze” the Card or Wearable inside the Drop App which will render it inactive.

26. ASSIGNMENT; APPLICABLE LAW; SEVERABILITY

This Agreement will be governed by and interpreted in accordance with federal law and, to the extent federal law does not apply, by the laws of the State of Ohio. You consent and submit to the exclusive jurisdiction of the state and federal courts located in Ohio, with respect to all controversies arising out of or in connection with the use of the Card Account 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.

27. AMENDMENT AND CANCELLATION

We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on our website at www.drop.band, and any such amendment shall be effective upon such posting to that website. The current Agreement is available at www.drop.band. 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 Account 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 Account, we will continue to honor transactions you have made up until your Card Account cancellation is processed in accordance with this Agreement, which may take up to forty-five (45) days following the cancellation of your Card Account, during which regular fees will apply. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

In the event that your Card Account is cancelled, closed, or terminated for any reason, you may request the unused balance to be returned to you via a check to the mailing address we have in our records. There is a fee for this service. Please refer to the paragraph of this Agreement captioned “Fee Schedule” above. The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00. Any request for a return of funds shall be processed within a reasonable period of time after your request.

28. OVERPAYMENT

We reserve the right to deduct funds from your Card Account in order to correct a previous

error or overpayment to you.

29. YOUR RIGHT TO DISPUTE ERRORS

In case of errors or questions about your electronic transactions, email support@drop.band 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 email at support@drop.band. You will need to include:

1. Your name and Card Account number
2. Why you believe there is an error, and the dollar amount involved
3. Approximately when the error took place

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 Account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes to complete the investigation. If you do not have federal payments (for example, Social Security benefits, tax refunds or other government payments) deposited to your Card Account, we may not credit your Account. 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 Account.

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 us at the phone number or address listed at the beginning of this section. If you need more information about our error-resolution procedures, call 1-931-922-6470.

30. NO WARRANTY OF UNINTERRUPTED USE

From time to time the Card Account services may be inoperative, and when this happens, you may be unable to use your Card or obtain information from your Card Account, including the available balance of funds associated with your Card. Please notify us at the Customer Service number stated below if you have any problems using your Card Account. You agree that none of the Bank, the Card Network, the Processor, or Drop, nor any of their respective affiliates, employees, or agents are responsible for any interruption of service.

31. 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.

32. ENGLISH LANGUAGE CONTROLS

Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

33. CUSTOMER SERVICE

For customer service or additional information regarding your Card Account, please contact us at support@drop.band or at www.drop.band using our live chat.

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

34. TELEPHONE MONITORING/RECORDING

You agree that from time to time, without further notice to you, we may monitor and/or record telephone calls and electronic communications between you and us to assure the quality of our customer service or as required by applicable law.

35. 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.

36. 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.

37. 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 Account, your purchase of the Card, your usage of the Card, or transactions on the Card Account, 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 Account, or any amounts owed on your Card Account, 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 Account.

You may reject this Arbitration provision by sending a written rejection notice to us at: support@drop.band. Your rejection notice must be sent within 45 days after your first Card Account 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 program member agreements for any other currently open Card 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.

Cards are issued by Sutton Bank, Member FDIC, pursuant to a license from Mastercard. Drop Pay is a financial services company and not itself an FDIC-insured institution. FDIC deposit insurance coverage only protects against the failure of an FDIC-insured deposit institution. FDIC insurance coverage is subject to pass-through insurance requirements per ownership category. Certain conditions must be met for pass-through coverage.

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

Monthly fee

\$0.00

Per purchase

\$0

ATM withdrawal

N/A

Cash reload

N/A

ATM balance inquiry (in-network or out-of-network)	N/A
Customer service (automated or live agent)	\$0
Inactivity (after 12 months with no transactions)	\$0

No overdraft/credit feature

Register your card for FDIC insurance eligibility and other protections.

The Drop Pay prepaid MasterCard program is issued by Sutton Bank, Member FDIC

For general information about prepaid accounts, visit cfpb.gov/prepaid. Find details and conditions for all fees and services inside the package, or call 1-307-851-7689 or visit www.drop.band

List of all fees for the Drop Pay Prepaid Card

All Fees	Amount	Details
Get started		
Secondary Purchase Band Fee	\$0.00	Fee generated for secondary Band
Monthly usage		
Monthly fee	\$0.00	Monthly fee is not charged on this program
Add money		
Direct deposit	\$0.00	
Debit load	\$0.00	
Card-to-Card	\$0.00	
Cash reload	N/A	Cash reload is not permitted.
Get cash		
ATM withdrawal (in-network)	N/A	Cash Access is N/A to this program
ATM withdrawal (out-of-network)	N/A	Cash Access is N/A to this program
Information		
Customer service (automated)	\$0	No fee for calling our automated customer service line, including for balance inquiries.
Customer service (live agent)	\$0	Per call.
ATM balance inquiry (in-network)	N/A	ATM N/A to this program
ATM balance inquiry (out-of-network)	N/A	ATM N/A to this program
Using your card outside the U.S.		
Foreign Transaction Fee	0.00%	This is our fee, you may be charged a fee by any retailers or financial institutions involved in your transaction
International ATM withdrawal	N/A	International ATM usage is not permitted

International ATM Balance Inquiry	N/A	International ATM usage is not permitted
Other		
Inactivity fee	\$0	No fee for maintaining inactive accounts

N/A

International ATM usage is not permitted

Other

Inactivity fee

\$0

No fee for maintaining inactive accounts

No overdraft/credit feature.

Register your card for FDIC insurance eligibility and other protections.

The Drop Pay prepaid MasterCard program is issued by Sutton Bank, Member FDIC

Contact Drop Pay by calling **1-931-922-6470**, by email at **support@drop.band**, by mail at

P.O. Box 1134, Wilson, WY 83014, or visit ***www.drop.band***.

For general information about prepaid accounts, visit 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.