PrePaid

Prepaid: Cash Sutton Bank Terms of Service

Effective: August 19, 2021

Last Updated: Apr 22, 2026

CASH APP PREPAID CARD PROGRAM AGREEMENT

CUSTOMER SERVICE CONTACT INFORMATION: Address: Block, Inc., formerly known as Square, Inc., 1955 Broadway Street, Suite 600, Oakland, CA 94612, Attn: Customer Support – Legal

Website: https://cash.app/support

Toll-Free Customer Service Number: 1-800-969-1940

IMPORTANT-PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE. YOU MAY REJECT THE ARBITRATION PROVISION BY SENDING US WRITTEN NOTICE WITHIN 45 DAYS AFTER YOUR FIRST CARD PURCHASE. WE DO NOT ISSUE, MAINTAIN, OR SERVICE YOUR CASH APP ACCOUNT, WHICH IS OFFERED BY THE COMPANY, A SEPARATE COMPANY THAT WE ARE NOT AFFILIATED WITH. THIS MEANS IF YOU CHOOSE TO ACCESS THE FUNDS IN YOUR CASH APP ACCOUNT BY ANY MEANS MADE AVAILABLE TO YOU AS A

CASH APP CUSTOMER BESIDES USING YOUR CASH CARD, INCLUDING PEER-TO-PEER PAYMENTS, YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY AND ALL MANNER OF INACCURACY, DELAY, THEFT, OR OTHER LOSS OF FUNDS THAT MAY RESULT.

FOR QUESTIONS OR ASSISTANCE, PLEASE CONTACT CUSTOMER SERVICE AT 1-800-969-1940 OR IN THE CASH APP.

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1. This Agreement. This Cash App Prepaid Card Program Agreement (this "Agreement") represents an agreement between you and Sutton Bank (the "Bank"), and outlines the terms and conditions governing the Cash App Prepaid Program (the "Program"). This Program is provided in conjunction with the Cash App services (the "Cash App Services") offered by Block, Inc., formerly known as "Square, Inc.", Square Capital, LLC, or Cash App Investing LLC (collectively "the Company"). The terms for participating in the Cash App Services are governed by the Cash App Terms of Service available at https://cash.app/legal/us/en-us/tos ("Cash App Terms of Service"). The Bank is not a party to the Cash App Terms of Service and has no responsibility or liability to you for the Cash App Services. In the event of an inconsistency between this Agreement and the Cash App Terms of Service, this Agreement shall govern and control your Account, use of the Card, and your relationship with the Bank.

THIS AGREEMENT INCLUDES, AMONG OTHER THINGS, AN ARBITRATION PROVISION CONTAINING A CLASS ACTION WAIVER, A JURY TRIAL WAIVER AND YOUR AUTHORIZATION FOR THE CARD (AS

DEFINED BELOW) TO BE CHARGED FOR ALL FEES ASSOCIATED WITH THE PROGRAM. PURSUANT TO THIS AGREEMENT, BY ACTIVATING YOUR CARD OR PARTICIPATING IN THE PROGRAM IN ANY WAY, YOU REPRESENT THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND CASH APP'S AND SUTTON'S PRIVACY POLICIES. PLEASE VISIT https://cash.app/legal (THE "CASH WEBSITE") TO VIEW, PRINT, AND SAVE THIS AGREEMENT AND PLEASE VISIT https://www.suttonbank.com/_/kcms-doc/85/49033/WK-Privacy-Disclosure-1218.pdf TO VIEW, PRINT AND SAVE OUR PRIVACY POLICY.

2. Certain Definitions and General Information. "Card" means the Cash App Visa® Prepaid Card issued by Bank through which you can make purchases and cash withdrawals as described in Section 18.

Each Card will be a virtual card represented by a 16-digit account number and a physical card embossed with the same 16-digit number if you choose to receive the physical card (See Obtaining a Physical Card). By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement, as well as the Cash App Terms of Service. "Card Account" means the records maintained by Bank for each Card to evidence transactions initiated with the Card. "Cash App" means a payment service and financial platform offered by the Company. "You" and "your" mean the person who receives a Card and is authorized to use a Card as provided for in this Agreement. "We," "us," and "our" mean the Bank and its successors, affiliates, and assignees. Capitalized terms used and not defined herein shall have the

meanings assigned to them in the Cash App Terms of Service. Please read this Agreement carefully and keep it for future reference.

3. Fee Schedule. Below is a list of all fees for the Cash App Prepaid Card. All fees assessed by us are deducted from the available balance in your Card Account. If your Card Account does not have sufficient funds available to cover a fee, the amount of such fee will be deducted from any funds subsequently loaded to your Card Account.

The fees that apply to your Cash App Card Account are as follows:

All Fees	Amount	Details
Get Started		
Card Purchase (standard)	**$0**	Fee charged for purchase of the Cash App Visa Prepaid Card. Other card types may be offered for purchase.
Monthly Usage		
Monthly Fee	**$0**	

Cost to Add Cash		
From your Cash App Account	**$0**	
Spend Money		
Card to Card Transfer	**N/A**	
Bill Payment	**N/A**	
Get Cash		

ATM withdrawal - in-network	**$2.50**	Our ATM withdrawal fee is $2.50. If you (a) receive $300 or more in Qualifying Deposits each month or (b) spend $500 or more in Qualifying Purchases, we will reimburse our withdrawal fee until the end of the following calendar month. For the purposes of these disclosures and as defined in the Cash App Terms of Service, “Qualifying Deposits” means (i) a direct deposit of payroll, pension or government benefits sent from your employer or a government agency via ACH transfer to your Cash App Balance and/or (ii) a deposit of payroll sent directly from your employer, contractee, or early wage access provider via Original Credit Transaction (“OCT”) transfer using your Cash App Card to your Cash App balance and “Qualifying Purchases” means all authorized, completed purchases made with your Cash App Card and/or with Cash App Pay, minus any refunds or returns.
ATM withdrawal - out-of-network	**$2.50**	Our ATM withdrawal fee is $2.50. You may also be charged a fee by the ATM operator.
Cash Back at Point of Sale	**$0**	This is our fee. Retailers may charge additional fees.

ATM Decline	**$0**	This is our fee. You may be charged a fee by the ATM operator.
Using your Card Outside the U.S.		
Foreign Transaction Fee	3**%**	Our Foreign Transaction Fee is 3%. You may also be charged a fee by any retailers or financial institutions involved in your transaction. If you (a) receive $300 or more in Qualifying Deposits each month or (b) spend $500 or more in Qualifying Purchases, we will waive our Foreign Transaction Fee on card-present transactions only (i.e., in-person card transactions) until the end of the following calendar month. The waiver does not apply to card-not-present transactions (i.e., online or app-based transactions).
International ATM withdrawal - in-network	**$2.50**	Our ATM withdrawal fee is $2.50. If you (a) receive $300 or more in Qualifying Deposits each month or (b) spend $500 or more in Qualifying Purchases, we will reimburse our withdrawal fee until the end of the following calendar month.

International ATM withdrawal - out-of-network	**$2.50**	Our ATM withdrawal fee is $2.50. You may also be charged a fee by the ATM operator.
International Cash Back at Point of Sale	**$0**	This is our fee. Retailers may charge additional fees.
International ATM Decline	**$0**	This is our fee. You may be charged a fee by the ATM operator.
Information		
Customer service (automated and live agent)	**$0**	No fee for calling our customer service line, including for balance inquiries.
ATM Balance Inquiry	**$0**	This is our fee. You may be charged a fee by the ATM operator.
Other		

Inactivity	**$0**	
Replacement Card (Standard)	**$5**	Per replacement card ordered. If other card types are offered for purchase, such replacement fee may be higher.

No overdraft/credit feature.

Your funds may be eligible for FDIC pass-through insurance. Please see the Cash App Terms of Service for information regarding FDIC Insurance on your Cash App balance.

Contact Cash App Visa Prepaid Card by calling 1-800-969-1940, by mail at Block, Inc., 1955 Broadway Street, Suite 600, Oakland, CA 94612, Attn: Customer Support – Legal, or visit https://cash.app/.

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.

Details About Your Card Account

Monthly Fee	**$0**

Per Purchase Fee	**$0**
Foreign Transaction Fee	3%*
ATM Withdrawal	**$2.50*^**
Cash Reload	**N/A**
ATM Balance Inquiry	**N/A**
Customer Service	**$0**
Inactivity	**$0**

We charge one other type of fee. It is:

Card Replacement fee (classic or metal): $5 or $50.

*** This fee can be lower, subject to certain conditions. If you (a) receive $300 or more in Qualifying Deposits in any given month or (b) spend $500 or more in Qualifying Purchases, we will waive our ATM Withdrawals (in-network only) and Foreign Transaction Fees (card-present only) until the end of the following calendar month. As defined in the Cash App Terms of Service, "Qualifying Purchases" means all authorized, completed purchases made with your Cash App Card and/or with Cash App Pay, minus any refunds or returns; and "Qualifying Deposits" means (i) a direct deposit of payroll, pension or government benefits sent from your employer or a government agency via ACH transfer to your Cash App Balance and/or (ii) a deposit**

of payroll sent directly from your employer, contractee, or early wage access provider via Original Credit Transaction transfer using your Cash App Card to your Cash App balance.

No overdraft/credit feature.

Your funds may be eligible for FDIC pass-through insurance. Please see the Cash App Terms of Service for information regarding FDIC Insurance on your Cash App balance.

For general information about prepaid accounts, visit cfpb.gov/prepaid.

Find details and conditions for all fees and services in the cardholder agreement.

4. IMPORTANT INFORMATION ABOUT OPENING AN 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 OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU OPEN A CARD ACCOUNT, WE WILL ASK YOU TO PROVIDE YOUR NAME, PHYSICAL ADDRESS, DATE OF BIRTH, AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK YOU TO PROVIDE YOUR SOCIAL SECURITY NUMBER. BY ACCEPTING THE CARD, YOU CONFIRM YOU HAVE AUTHORIZED THE COMPANY TO PROVIDE US WITH THIS INFORMATION.

5. Electronic Disclosures and Communications.

a. **Your Consent.** To the extent permitted by applicable law, you consent to use electronic signatures and to electronically receive all records, notices, statements, communications, and other items for all services provided to you under this Agreement and in connection with your relationship with us (collectively, “Communications”) that we may otherwise be required to send or provide you in paper form (e.g., by mail). By accepting and agreeing to this Agreement electronically, you represent that: (1) you have read and understand this consent to use electronic signatures and to receive Communications electronically; (2) you satisfy the minimum hardware and software requirements specified below; and (3) your consent will remain in effect until you withdraw your consent as specified below.

b. **Your Right to Withdraw Your Consent.** Your consent to receive Communications electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further Communications electronically at any time by writing to Block, Inc., 1955 Broadway Street, Suite 600, Oakland, CA 94612, Attn: Customer Support - Legal (“the Company Address”). If you withdraw your consent to receive Communications electronically, we will close your Card Account, and you will no longer be able to use your Card or participate in the Program, except as expressly provided in this Agreement. Any withdrawal of your consent to receive Communications electronically will be effective only after we have a reasonable period of time to process your withdrawal. Please note that your withdrawal of consent to receive Communications electronically will not apply to Communications

electronically provided by us to you before the withdrawal of your consent becomes effective.

c. **You Must Keep Your Contact Information Current With Us.** In order to ensure that we are able to provide Communications to you electronically, you must notify us of any change in your email address and your mobile device number or other text message address by updating your profile on the Cash App.

We will attempt to communicate with you only by use of the most recent contact information you have provided to us. You agree that any notice or communication sent to you at an address noted in our records shall be effective unless we have received an address change notice from you.

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

d. **Copies of Communications.** You should print and save and/or electronically store a copy of all Communications that we send to you electronically.

e. **Hardware and Software Requirements.** In order to access and retain Communications provided to you electronically, you must have: (1) a valid email address or phone number; (2) a computer or other mobile device (such as tablet or smart phone) that operates on a platform like Windows or a Mac

environment; (3) a connection to the Internet; (4) a Current Version of Internet Explorer 11 (or higher), Safari 8 (or higher), or Mozilla Firefox 32.0 (or higher), Chrome 35 (or higher), iOS 8 (or higher), or Android 4.4 (or higher); (5) a Current Version of a program that accurately reads and displays PDF files, such as Adobe Acrobat Reader version 7 or higher; (6) a computer or device and an operating system capable of supporting all of the above; and (7) a printer to print out and save Communications in paper form or electronic storage to retain Communications in an electronic form. “Current Version” means a version of the software that is currently being supported by its publisher.

f. **Changes.** We reserve the right, in our sole discretion, to communicate with you in paper form. In addition, we reserve the right, in our sole discretion, to discontinue the provision of electronic Communications or to terminate or change the terms and conditions on which we provide electronic Communications. Except as otherwise required by applicable law, we will notify you of any such termination or change by updating this Agreement on Cash App Website or delivering notice of such termination or change electronically.

6. Participating in the Program. In order to participate in the Program, (a) you must have previously agreed to the Cash App Terms of Service located at https://cash.app/legal/us/en-us/tos, and to the Cash App Privacy Policy located at https://cash.app/legal/us/en-us/privacy; (b) register with the Company on Cash App; (c) you must accept and agree to this Agreement, and our Privacy Policy, (d) you must be a U.S. citizen (or a legal resident with a U.S. tax ID number) of at least 18 years of age (or older if residing in a state where the majority age is older); and (e) provide the Company, which may

provide us, with all requested information, such as name, date of birth, physical address, email address, social security number, username and password, and such other information as we may request from time to time (collectively, “User Information”). You represent and warrant that all information, including User Information, you provide us from time to time is truthful, accurate, current, and complete. You agree to promptly notify us of changes to any User Information. If we approve your registration for a Card Account, we will issue you a Card that you can access through the App.

7. Card. The Card is issued by the Bank. The Card is not a gift card or gift certificate. The Card is not a credit card. The Card remains the property of the Bank and must be surrendered upon demand. The Card cannot be redeemed for cash. The Card is not for resale and may not be transferred or assigned. The Card is not connected in any way to any other account with us. The Card is non-transferable 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 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 terms of this Agreement.

8. Card Account. You acknowledge and agree that the value available in your Card Account is limited to the funds available in your Cash App. Your funds may be eligible for FDIC pass-through insurance. Please see the Cash App Terms of Service for information regarding FDIC Insurance on your Cash App balance. You will not receive any interest on the funds in your Card Account. In addition, you acknowledge and agree that when you have both a virtual Card and a physical Card that both Cards access the same Card Account.

9. Obtaining A Physical Card. You may choose to receive a physical Card only after you have activated your virtual Card. To obtain a physical Card follow the directions provided by the Company via Cash App. When you request a physical Card, you will receive your physical Card 5-7 days after we receive your request.

10. Activating Your Virtual Card. You will need to provide personal information in order to verify your identity when you order the Card. You must activate your Card before it can be used. You may activate your Card by following any directions for activation provided by the Company via Cash App. By activating your 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 legal alien residing in the United States; (c) the User Information is truthful, accurate, current, and complete; (d) you received a copy of this Agreement and our Privacy Policy and agree to be bound by and to comply with their terms; and (e) you accept your Card.

11. Activating Your Physical Card. You will need to provide personal information in order to verify your identity when you order the Card. You must activate your Card and set a PIN before it can be used. (See Setting a PIN & PIN Security.) You may activate your Card by following any directions for activation provided by the Company via Cash App. By activating your 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 legal alien residing in the United States; (c) the User Information is truthful, accurate, current, and complete; (d) you received a copy of this Agreement and our Privacy Policy and agree to be bound by and to comply with their terms; and (e) you accept your Card.

12. Setting a PIN & PIN Security. If you choose to receive a physical Card, the PIN for your physical Card and virtual Card will be the same number. You will need to set a PIN for your virtual Card when you choose to add your Card to a digital wallet. (See Adding Your Card to a Digital Wallet.) If you choose to receive a physical Card and have not yet set a PIN for your virtual Card, you will need to set a PIN for your physical Card when you activate your Card. The PIN that you set for your physical Card will also become the PIN for your virtual Card. If you choose to receive a physical Card and have already set a PIN for your virtual Card, the PIN that you set for your virtual Card will be the PIN for your physical Card. When selecting a PIN, you should not use numbers or words that appear in your wallet (e.g., date of birth, address, or social security number). You must memorize your PIN and do not share it with anyone. Do not write the PIN on a Card or keep it in the same location as the Card.

13. Adding Your Card to a Digital Wallet.

a. You may elect to add your Card to one or more digital wallets ("Digital Wallets") supported by the Bank and subject to the Terms for Adding Your Cash App Prepaid Card to a Digital Wallet ("Digital Wallet Terms").

b. The Digital Wallet provider may allow you to conduct Transactions at a point of sale device, and you may not be able to use your Card to perform Transactions at such point of sale devices until you have selected a personal identification number ("PIN") pursuant to this Agreement.

14. Card Security. Do not share your Card number or PIN with anyone. You should treat your Card number with the same care as you would treat cash.

Either memorize your Card number or keep it in a safe place. Do not send your Card number in an email or text message. Make sure your Card number is secured with encryption when you use your Card to perform transactions over the Internet or wireless networks. If you believe that anyone has gained unauthorized access to your Card number, you should advise us immediately, following the procedures in the paragraph labeled “Lost or Stolen Card Number.”

15. Lost or Stolen Card Number. Contact Customer Service immediately if you believe: (a) your Card or Card number has been lost or stolen, or (b) someone has transferred or may transfer funds from your Card Account without your permission. Contacting us by telephone at 1-800-969-1940 or by following the in-app Support prompts is the best way to minimize your possible losses is the best way to minimize any possible losses. If you have both a virtual and a physical Card and you report one of your Cards lost or stolen, both Cards will be canceled and new Cards will be issued. If you need to replace any Card that is reported lost or stolen, you can do so within the Cash App by tapping the Card and tapping the Report Lost Card. You will be required to provide personal information which may include your Card number, full name, transaction history and other relevant information.

16. Sponsored Accounts.

a. If you meet the eligibility requirements set forth in the Cash App Terms of Service, you may, in the Bank’s discretion, authorize the usage of Card Accounts and Cards for Sponsored Persons. To authorize the usage of a Card Account and Card by a Sponsored Person, you must first authorize the Sponsored Person’s use of an Account as described in the Service Agreements.

You acknowledge that the terms of this Agreement will apply to you with respect to each Card Account you authorize for a Sponsored Person, and you hereby expressly accept this Agreement on behalf of yourself and each Sponsored Person. You agree to and accept full responsibility and liability for any Sponsored Person's use of a Card Account or Card, including but not limited to (a) any transactions made on their Card Account or with their Card; (b) any transaction made by a Sponsored Person even if the post date shown on your Cash App statement (pursuant to the Cash App Terms of Service) for the debit relating to that transaction occurs after the date you tell us you have revoked your authorization for such Sponsored Person; (c) fees and charges resulting from any transaction made on their Card Account or with their Card; and (d) any other claims or liabilities, including tax, that may be incurred in connection with the use of a Card Account or Card. You allow us to discuss the Card Account with a Sponsored Person. By authorizing a Sponsored Person, you represent that you have permission from each one to allow us to share information about him or her as allowed by applicable law. This includes information we may get from you, any Sponsored Person, and information about their transactions and use of a Card Account or Card.

b. Without limiting any other provision of this Agreement, we may terminate your Card Account if any Sponsored Person associated with you violates this Agreement.

d. Account Graduation. Once a Sponsored Person reaches the age of 13, they will be eligible, with your authorization, to upgrade to additional Card Account and Card features. You agree that any Sponsored Person who has reached the age of 18 must, as determined by Cash App, provide the

information described in Section III of the Cash App Terms of Service (Cash App Accounts). Once the Sponsored Person's information is verified, the previously Sponsored Person will become the owner of the Card and Card Account you authorized for them, and you authorize the Sponsored Person to obtain their transaction history that is associated with such Card and Card Account.

If the Sponsored Person does not upgrade by the time they are 16, or if the Sponsored Person does not provide the information described in Section III of the Cash App Terms of Service (Cash App Accounts) after turning 18 or if the Sponsored Person's identity cannot adequately be verified based on the information provided, their Card and Card Account may be restricted and/or terminated.

17. No Secondary Cardholders. You may not request an additional Card for another person.

18 Authorized Card Users.

You are responsible for all authorized transactions initiated and fees incurred by use of your Card and Card Account. If you or a Sponsored Person (as defined in the Cash App Terms of Service) permit another person to have access to your Card or Card number(s), we will treat this as if you have authorized such person to use the Card, and you will be liable for all transactions and fees incurred by such person, even if they exceed the authorization granted. Transactions will be considered unauthorized only after you notify us that the person is no longer authorized to use the Card. You are wholly responsible for the use of your Card according to the terms and conditions of this Agreement. We also reserve the right to restrict authorized

users or Sponsored Person's access to some features of the Card. If you revoke authorization for an authorized user, including a Sponsored Person, we may close your Card Account and open a new Card Account with a different account number.

19. Using Your Card. You may use a Card to make purchases from merchants as described below:

a. **Using your Card for Purchases.** You may use your Card to make purchases at any merchant that accepts Visa debit cards or debit cards of other networks in which the Bank participates, subject to the funds available in your Cash App for funding the Card Account, the transaction limits described below, and the other terms and conditions of this Agreement. See the paragraph labeled “Adding Funds to your Card Account” for instructions on how to fund your Card Account for making transactions. You may not use your virtual Card for making purchases at any vending machines, kiosks or gas station pumps. Each time you use your physical Card or your virtual Card, you authorize us to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. The new balance will be available for making purchases with your physical and virtual Cards.

You are not allowed to exceed the amount of available funds in your Cash App through an individual transaction or a series of transactions. If you do not have enough funds available in your Cash App to fund your Card Account, you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount using another payment method. These are called “split transactions.” Some merchants do not allow cardholders to conduct split transactions. Nevertheless, if a transaction exceeds the amount of available

funds in your Cash App, you will be fully liable to us for the full amount of the transaction and any applicable fees. When making purchases with your Card at any point-of-sale ("POS") device other than through a Digital Wallet provider, you may select “CREDIT” on the keypad to make a signature purchase. You may not use your Card for illegal transactions or transactions that are prohibited by Cash App and Cash App's banking partners. We may temporarily “freeze” or entirely deactivate your Card Account and attempt to contact you if we notice transactions that are unusual or appear suspicious.

b. **Merchant Holds on Available Funds.** When you use your Card or Card number to initiate a transaction at certain merchant locations, websites or mobile applications, such as hotels, restaurants, gas stations, and rental car companies, where the final purchase amount is unknown at the time of authorization, a hold may be placed on the available funds in your Card Account for an amount equal to or in excess of the final transaction amount. The funds subject to the hold will not be available to you for any other purpose until the merchant sends us the final transaction amount. Once we receive the final transaction amount, it may take up to seven days for the hold to be removed. During that period, you will not have access to the funds subject to the hold.

c. **Cash Access.** With your PIN, you may use your Card to obtain cash at ATMs that display the Visa marks or at any point-of-sale (POS) devices that bear the Visa marks as permitted by the merchant and subject to your available Card Account balance, the cash access transaction limits described below, and the other terms and conditions of this Agreement. For security purposes, we may, in our sole discretion, limit your use of your Card at ATMs

or POS devices. In addition, ATM owners and operators and networks may impose additional limits and surcharges on cash access transactions, including a fee for a balance inquiry even if you do not complete a fund transfer. Read the ATM screen message carefully for information related to surcharges before you complete a transaction at an ATM.

20. Adding Funds to your Card Account. Subject to the limitations set forth in this Agreement, the only funds available for funding your Card Account are the funds in your Cash App.

You acknowledge and agree that by registering for the Program you authorized the Company to transfer funds from your Cash App to the Card Account as provided in this paragraph until you withdraw from participating in the Program (See https://cash.app/legal/us/en-us/tos for instructions on withdrawing from the Program). When the Card is used for a transaction at a merchant, an authorization request will be transmitted to us from a merchant. We will communicate with the Company to determine if you have sufficient funds in your Cash App in the amount needed to complete the transaction. If the Company notifies us that sufficient funds are available for the transaction and the transaction is authorized, funds will be transferred from your Cash App and deposited to your Card Account. The funds will then be deducted from your Card Account for the amount of the transaction. If the Company notifies us that there are not sufficient funds available for the amount of the purchase or the transaction itself is not authorized, then no funds will be added to the Card Account and the transaction will be declined. Any withdrawal of your participation in the Program will be effective only after we have a reasonable period of time to process your withdrawal.

The amount of funds available in the Card Account is limited to the funds that have been transferred from your Cash App Account to the Card Account (See https://cash.app/legal/us/en-us/tos for the amount of funds in your Cash App Account). You may not add funds to your Card Account by any other method, including credit cards, debit cards, bank accounts, cash or by sending personal checks, cashier's checks, retailer load networks (e.g. GreenDot, MoneyGram, Western Union, etc.), or money orders to the Bank. The Bank will return all checks and money orders unless your Card Account has a negative balance, in which case the Bank may, in its sole discretion, apply the proceeds of the check or money order towards the negative balance of your Card Account.

If you make direct deposits to your Cash App account by sending funds to the Bank through the Automated Clearing House (ACH) system or other means, those funds will not be added to your Card Account balance and will not be held at the Bank. As explained above, the only way you can add funds to your Card Account is by making a deposit from your Cash App Account when you use your Card in an authorized transaction.

21. Transaction Limits. This Section describes the amount that you can spend, transfer or withdraw using your Card during the time periods described in this Section.

- Per-Transaction Spending Limit. The maximum amount that can be spent using your Card is $7,000 per transaction.
- Daily Spending Limit. The maximum that can be spent using your card per day is $7,000.00.

- Seven-Day Spending Limit. The maximum amount that can be spent using the Card in a seven-day period is $10,000.
- Thirty-Day Spending Limit. The maximum amount that can be spent using the Card in a thirty (30) day period is $25,000.
- Withdrawal Limits. The maximum amount that can be withdrawn at an ATM or a POS device is $1,000.00 per transaction, $1,000.00 per day, and $1,000.00 per week. However, your actual limits may be higher.
- Original Credit Transactions. The maximum amount you can receive through an Original Credit Transaction is $10,000 per day.

In order to protect your Card Account, we may temporarily impose limits on the dollar amount, number, and type of transactions performed using your Card and your Card Account. To the extent permitted by applicable law, we reserve the right to: (a) change the transaction limits; (b) limit, block, or place a hold on certain types of transfers or transactions: and (c) limit, suspend, or block transfers from particular persons, entities, or Card Accounts. If you have more than one Card, the transaction limits described above will be calculated across all of your Cash App Cards (as defined in the Cash App Terms of Service), regardless of the card issuer, with the exception of Cards you authorize for a Sponsored Person.

22. Card Account Balance and FDIC Insurance. You are responsible for keeping track of your Cash App available balance for adding funds to your Card. Merchants generally will not be able to determine your available balance. It is important to know the amount of available funds in your Cash App for adding funds to your Card Account before performing a transaction. If

you do not have sufficient available funds in your Cash App for adding funds to your Card Account to cover the transaction amount, the transaction will be declined. You acknowledge and agree that the funds available to perform transactions are limited to the funds that have been added to your Card Account from your Cash App that are not subject to a hold. You are not authorized to use funds added to your Card Account in error. Any transaction that could create a negative balance for your Card Account is not permitted. Adjustments may be made to your Card Account to reverse an error, reflect a merchant adjustment, or resolve a dispute regarding a transaction posted to your Card Account. These processing and adjustment entries could cause your Card Account to have a negative balance. If your Card Account has a negative balance, you agree: (a) that we may automatically apply any subsequent deposits to your Card Account to satisfy the negative balance and (b) to pay us on demand by a personal check, money order, or other payment method authorized by us for the amount of the negative balance. If no future funds are added to your Card Account, we may send you a notice explaining the reason for the adjustment and requesting payment by a personal check, money order, or other payment method to satisfy the negative balance. Payments should be mailed to us at the address provided below or the address stated in the applicable notice.

Your funds may be eligible for FDIC pass-through insurance. Please see the Cash App Terms of Service for information regarding FDIC Insurance on your Cash App balance.

23. Transaction History. You may obtain information about the amount of money remaining in your Card Account by calling 1-800-969-1940. This

information, along with a 12-month history of the Card Account transactions, is also available online at https://cash.app/ or via the Cash App.

You also have the right to obtain at least 24 months of written history of account transactions by call 1-800-969-1940, or by writing us at Block, Inc., 1955 Broadway Street, Suite 600, Oakland, CA 94612, Attn: Customer Support – Legal. You will not be charged a fee for this information unless you request it more than once per month.

24. Account Alerts. If you provide your mobile phone number, other text message address or download the App to another mobile device, we will send you important notices to the mobile number, text message address or mobile device you have provided in the App. In addition, if you provide your mobile phone number, other text message address or download the App to another mobile device to us, you expressly consent to receive text messages relating to your Card Account at that number, address or device. Third-party data and message fees may apply.

25. Verified Mobile Device. When using the App and other Program services with your mobile device, you may provide a valid mobile device number or text message address in the App and verify such number or text message address as instructed by us. To verify your mobile device number or text message address, we may send you a code via text message to the mobile device number or text message address you provided, and you must enter that code as instructed by us. If you change your mobile device number or text message address, you must promptly provide and verify your new mobile device number or text message address.

26. Preauthorized Transfers. No preauthorized transfers will be allowed.

27. Transactions in Foreign Currencies. If you withdraw funds or make a purchase using your Card in a currency other than in U.S. dollars, the amount deducted from the available funds in your Card Account will be converted by Visa into U.S. dollars. The applicable exchange rate will be selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives or the government-mandated rate. The exchange rate used on the central processing date may be different from the rate that was in effect on the date you performed the transaction. For each foreign currency transaction, the Bank may assess a foreign currency conversion fee and will retain this amount as compensation for its services. In addition, the Company will charge you a Foreign Transaction Fee of 3% for all purchases with a merchant located outside the U.S.

28. Receipts. You should get a receipt for each Card transaction that is conducted at an ATM, POS terminal or other electronic terminal. You agree to retain, verify, and reconcile all Card transactions and receipts.

29. Refunds. You will not receive cash refunds for Card transactions. If a merchant gives you a credit for merchandise returns or adjustments, the merchant may do so by processing a credit adjustment. After we process a credit adjustment we will notify the Company that the amount of credit is available to be returned to your Cash App. We are not responsible for the delivery, quality, safety, legality, or any other aspects of goods or services that you purchase with your Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were purchased.

30. Confidentiality and Privacy Policy. Your privacy is very important to us. We may disclose information to third parties about you, your Card and Card Account, and transactions related thereto: (a) as necessary to effect, administer, or enforce a transaction requested or authorized by you; (b) with your consent; (c) to protect against or prevent actual or potential fraud, unauthorized transactions, or other liability; (d) to comply with government agency or court orders; (e) as permitted and required by applicable law; and (f) as otherwise provided in our Privacy Policy. You understand that by participating in the Program, you consent to the collection, use, and disclosure of your information as set forth in this Agreement and our Privacy Policy available on our website located at https://www.suttonbank.com/_/kcms-doc/85/49033/WK-Privacy-Disclosure-1218.pdf.

31. Replacement Cards on Expiration. The expiration date of your virtual Card is identified on the front of the virtual Card. The expiration date of your physical Card is identified on the back of the Card. If the Company notifies us that there is a positive balance of funds in your Cash App upon expiration of your Card and your Card Account is in good standing, we may issue you a new Card. We may also issue you a new Card when your Card expires even if you have no funds available in your Cash App for adding funds to your Card Account. Write down your Card number and the customer service phone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Keep the paper in a safe place. If you need to replace your Card for any reason, please contact Customer Service. You will need to provide certain User Information so we can verify your identity.

32. Our Liability to You. If we do not complete an electronic fund transfer to or from your Card Account on time or in the correct amount according to this

Agreement, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable if: (a) through no fault of ours, you do not have enough available funds in your Card Account to perform the transaction; (b) circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, or natural disaster) prevent or delay the transfer despite reasonable precautions taken by us; (c) the system, ATM, or point-of-sale terminal was not working properly, and you knew about the problem when you initiated the transaction; (d) the funds in your Card Account are subject to legal process or are otherwise not available for transactions; (e) the merchant refuses to accept your Card; (f) if access to your Card has been blocked after you reported your Card lost or stolen; (g) if we have reason to believe the transaction is unauthorized; (h) the transaction cannot be completed because your Card is damaged; or (i) any other exception stated in this Agreement.

33. Errors or Questions About Your Card Account Transactions. Contact Customer Service at the number or address provided below as soon as possible if you think an error has occurred involving your Card Account. If you believe there are errors on your Card Account, or you have questions about your Card Account, you can:

a. Contact us through your Account in the app:

- Open your profile and tap Support
- Tap Cash Card
- Scroll to and tap Dispute a Purchase
- Follow the prompts. Once complete we’ll send you a form to initiate an investigation.

b. Call us at 1-800-969-1940. Please note (1) this is the only phone number customers can call for Cash App support, and (2) a Cash App representative will never ask you for your password, PIN, social security number or full debit card number.

c. Write us at Block, Inc., Attn: Cash Disputes, 1955 Broadway Street, Suite 600, Oakland, CA 94612.

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 transaction history, or the date we sent the FIRST written transaction history on which the error appeared.

In order for us to investigate your claim, you will need to provide:

- Your name and Account information (including $Cashtag, email and/or phone number);
- Why you believe there is an error,
- The dollar amount involved; and
- Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 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 45 days to investigate the complaint or question. If we decide to do this we will credit your Card Account for return of the credit amount to your Cash App within 10

business days for the amount you think is in error, so that you will have the use of the funds credited to your Cash App for funding your Card Account during the time it takes us to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within 10 business days, we may not credit your Card Account.

For errors involving new Card Accounts we may take up to 90 days to investigate a complaint or question. For new Card Accounts, we may take up to 20 business days to credit your Card Account for the return of the credit amount to your Cash App for the amount you think is an error. We will tell you the results within 3 business days after completing our 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. If you need more information about our error resolution process, contact Customer Service.

34. Your Liability for Unauthorized Transactions. Tell us AT ONCE if you believe your Card or PIN has been lost or stolen or you believe a transaction has been made without your permission using information from your Card, your PIN, or Card Account, or you could lose all the money in your Card Account. Contact Customer Service immediately at the number or address provided below to keep possible losses to a minimum. Contacting the Company by telephone at 1-800-969-1940 is the best way to minimize possible losses. (a) Transaction Routed Through the Visa System. Visa Zero Liability Protection. Under Visa U.S.A. Inc. Operating Regulations. Your liability for unauthorized transactions using your Card Account that take place on the Visa system without a personal identification number (PIN) is $0.00 if you are not grossly negligent or fraudulent in the handling of your Card. This

reduced liability does not apply to PIN transactions not processed by Visa (see Transactions Not Routed Through the Visa System below). (b) Transaction Not Routed Through the Visa System. Unauthorized transactions that are not routed through Visa are not protected by the Visa Zero Liability Protection policy. These types of transactions include point of sale, PIN, PINless or other debit transactions not processed by Visa. If you tell us within two business days after you learn of any unauthorized transactions or the loss of your PIN, you will lose no more than $50 if someone accessed your Card Account without your permission. If you do NOT tell us within two business days after you learn of an unauthorized transaction or the loss of your PIN, and we can prove we could have stopped someone from accessing your Card Account without your permission if you had told us, you could lose as much as $500. Also, if your Card Account transaction history or other information shows transfers that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the information is made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip, a hospital stay, or other extenuating circumstances) kept you from telling us, we will extend the times specified above to a reasonable period. You agree to cooperate reasonably with us in our attempts to recover funds from, and to assist in the prosecution of, any unauthorized users of your Card Account.

35. Unclaimed Property. If your Card Account becomes inactive (e.g., if you do not use the funds in your Card Account or access your Card Account for a certain period of time), applicable law may require us to report the funds in your Card Account as unclaimed property. If this occurs, we may try to locate you at the address shown in our records. If we are unable to locate you, we

may be required to deliver any funds in your Card Account to the applicable state as unclaimed property. The specified period of time to report and send funds in an inactive Card Account to a state varies by state, but usually ranges between two and five years.

36. Assignment. To the extent permitted by applicable law, we may assign this Agreement without obtaining your consent. You may not assign or transfer your Card, your Card Account, or this Agreement without our prior written consent.

37. Severability and Waiver. If any provision of this Agreement is held to be invalid or unenforceable, such provision will be deemed to be modified to the minimum extent necessary to make it valid and enforceable and the rest of this Agreement will not be affected. We do not waive our rights by delaying or failing to exercise them at any time.

38. Amendment. We may add to, delete, or amend this Agreement at any time in our sole discretion without providing notice to you, subject to applicable law. We reserve the right, subject to applicable law, to deliver to you any notice of changes to existing terms or the addition of new terms by posting an updated version of this Agreement on the Cash App website or delivering notice of changes to you electronically.

39. Entire Agreement. This Agreement constitutes the entire and sole agreement between you and us with respect to the Program and supersedes all prior understandings, arrangements, or agreements, whether written or oral, regarding the Program.

40. Cancellation and Suspension. To the extent permitted by applicable law, we may cancel or suspend your Card, your Card Account, or this Agreement

immediately, for any reason, and without notice to you. You may cancel your Card, your Card Account, or this Agreement at any time by notifying Customer Service at the number or address provided below. Cancellation or suspension of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to such cancellation or suspension. In the event that your Card Account is cancelled, closed, or terminated for any reason, you may request the unused balance to be returned to you via a check to the mailing address we have in our records. The Bank reserves the right to refuse to return the unused balance if it is less than $1.00.

41. Business Days. Our business days are Monday through Friday 9 am to 5 pm Pacific Time, excluding federal holidays. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.

42. 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.

43. Telephone Monitoring and 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.

44. 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.

45. Governing Law. This Agreement will be governed by and construed in accordance with the laws of the State of Ohio, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction.

46. Indemnification. At our request, you agree to defend, indemnify, and hold harmless us and our parents, subsidiaries, and other affiliated companies, and our and their employees, contractors, officers, and directors against any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) that arise from your violation of this Agreement, applicable law, or any third-party rights or your fraud or willful misconduct. We reserve the right to assume the

exclusive defense and control of any matter subject to indemnification by you, in which event you will cooperate in asserting any available defenses.

47. LIMITATION OF LIABILITY. Except as otherwise expressly provided in this Agreement or as otherwise required by applicable law, we, our affiliates, and the parties with whom we contract in order to offer the Cards, the Card Accounts, and related services are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to the Cards, the Card Accounts, any products or services purchased using Card Accounts, or this Agreement (as well as any related or prior agreement that you may have had with us).

48. DISPUTE RESOLUTION BY BINDING ARBITRATION; JURY TRIAL WAIVER; CLASS ACTION WAIVER. For any and all controversies, disputes, demands, claims, or causes of action between you and us (including the interpretation and scope of this Section and the arbitrability of the controversy, dispute, demand, claim, or cause of action) relating to the Cards, the Card Accounts, or this Agreement (as well as any related or prior agreement that you may have had with us), you and we agree to resolve any such controversy, dispute, demand, claim, or cause of action exclusively through binding and confidential arbitration. The arbitration will take place in the federal judicial district of your residence. As used in this Section, “we” and “us” mean the Bank and its subsidiaries, affiliates, predecessors, successors, and assigns and all of its and their respective employees, officers, directors, agents, and representatives. In addition, “we” and “us” includes the Company and any third party providing any product, service, or benefit in connection with the Cards, the Card Accounts, or this Agreement (as well as any related or prior agreement that you may have had with us) if such third party is named as a co-party with us in any controversy, dispute, demand, claim, or cause of

action subject to this Section. Arbitration will be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration will be conducted before one arbitrator from the American Arbitration Association ("AAA") with substantial experience in resolving contract disputes. As modified by this Agreement, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA's Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively, the "Rules and Procedures"). You should review this provision carefully. To the extent permitted by applicable law, you are GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that you file in small claims court in your state or municipality within the jurisdictional limits of the small claims court and as long as such matter is only pending in that court. Additionally, notwithstanding this agreement to arbitrate, either party may seek emergency equitable relief in federal court if it has jurisdiction or, if it does not, in a state court located in the federal judicial district of your residence in order to maintain the status quo pending arbitration, and each party hereby agrees to submit to the exclusive personal jurisdiction of the courts located within the federal judicial district of your residence for such purpose. A request for interim measures will not be deemed a waiver of the obligation to arbitrate. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures may be SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrators' decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT. You and we must abide by the following rules: (A) ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY

PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (B) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (c) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation, (d) we also reserve the right in our sole and exclusive discretion to assume responsibility for any or all of the costs of the arbitration; (e) the arbitrator will honor claims of privilege and privacy recognized at law; (f) the arbitration will be confidential, and neither you nor we may disclose the existence, content, or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award; (g) subject to the paragraph labelled "Limitation of Liability," the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; and (h) each party will pay its own attorneys' fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys' fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law. This Section will survive termination of your Card Account or this Agreement as well as any voluntary payment of any debt in full by you or any bankruptcy by you or us. With the exception of subparts (a) and (b) of this Section (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision will remain in effect and will be construed in accordance

with its terms as if the invalid, unenforceable, illegal or conflicting part was not contained herein. If, however, either subpart (a) or (b) of this Section is found to be invalid, unenforceable, or illegal, then the entirety of this arbitration provision will be null and void, and neither you nor we will be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute will be exclusively brought in federal court if it has jurisdiction or, if it does not, in a state court located in the federal judicial district of your residence. You may reject this Arbitration provision by sending a written rejection notice to us at: Block, Inc., Attn: Arbitration Agreement, 1955 Broadway, Suite 600, Oakland, 94612. Your rejection notice must be mailed within 45 days after your first card purchase. Your rejection notice must state that you reject the Arbitration provision and include your name, address, phone number, and email associated with your Account; Account number; and personal signature. No one else may sign the rejection notice. If your rejection notice complies with these requirements, this Arbitration provision and any other arbitration provisions in the cardmember agreements for any other currently open Cash App 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.

For more information on the AAA, the Rules and Procedures, or the process for filing an arbitration claim, you may visit the AAA website at http://www.adr.org.

49. Miscellaneous.

Visa® is a registered trademark of Visa U.S.A. Incorporated. All other trademarks and service marks belong to their respective owners.

This Card is issued by Sutton Bank pursuant to a license from Visa U.S.A. Inc.

Debit Flex

CASH APP VISA DEBIT FLEX CARDHOLDER AGREEMENT

Effective: Feb 4, 2026

Last Updated: Apr 22, 2026

Sutton Bank

CUSTOMER SERVICE CONTACT INFORMATION ("CUSTOMER SERVICE"):

Address: Block, Inc., formerly known as Square, Inc., 1955 Broadway Street, Suite 600, Oakland, CA 94612, Attn: Customer Support – Legal

Website: https://cash.app/support

Toll-Free Customer Service Number: 1-800-969-1940

IMPORTANT-PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE. YOU MAY REJECT THE ARBITRATION PROVISION BY SENDING US WRITTEN NOTICE WITHIN 30 DAYS AFTER YOU FIRST RECEIVE A CARD. WE DO NOT ISSUE, MAINTAIN, OR SERVICE YOUR CASH APP ACCOUNT, WHICH IS OFFERED BY THE COMPANY, A SEPARATE ENTITY THAT WE ARE NOT AFFILIATED WITH.

THIS MEANS IF YOU CHOOSE TO ACCESS THE FUNDS IN YOUR CASH APP ACCOUNT BY ANY MEANS MADE AVAILABLE TO YOU AS A CASH APP CUSTOMER BESIDES USING YOUR CASH APP CARD, INCLUDING PEER-TO-PEER PAYMENTS, YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY AND ALL MANNER OF INACCURACY, DELAY, THEFT, OR OTHER LOSS OF FUNDS THAT MAY RESULT.

FOR QUESTIONS OR ASSISTANCE, PLEASE CONTACT CUSTOMER SERVICE AT 1-800-969-1940 OR IN THE CASH APP.

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43. DISPUTE RESOLUTION BY BINDING ARBITRATION; JURY TRIAL WAIVER; CLASS ACTION WAIVER.
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1. This Agreement. This Cash App Visa Debit Flex Card Agreement (this "Agreement") represents an agreement between you and Sutton Bank (the "Bank"), and outlines the terms and conditions governing the Cash App Visa Debit Flex Card Program (the "Program"). This Program is provided in conjunction with the Cash App services (the "Cash App Services") offered by Block, Inc. (the "Company"). The terms for participating in the Cash App Services are governed by the Cash App Terms of Service (available at https://cash.app/legal/us/en-us/tos ("Cash App Terms of Service")), and other agreements between you and the Company that applies to your use of the Cash App Services (collectively, the "Service Agreements"). The Bank is not a party to the Service Agreements and has no responsibility or liability to you for the Cash App Services. In the event of an inconsistency between this Agreement and the Service Agreements, this Agreement shall govern and control only with respect to Card transactions funded from your Debit Flex Account, use of the Card, and your relationship with the Bank.

Please read this Agreement carefully and keep it for future reference.

THIS AGREEMENT INCLUDES, AMONG OTHER THINGS, AN ARBITRATION PROVISION CONTAINING A CLASS ACTION WAIVER, A JURY TRIAL WAIVER AND YOUR AUTHORIZATION FOR THE CASH APP DEBIT FLEX ACCOUNT (AS DEFINED BELOW) TO BE CHARGED FOR ALL FEES ASSOCIATED WITH THE PROGRAM. PURSUANT TO THIS AGREEMENT, BY ACTIVATING OR USING YOUR CARD OR

PARTICIPATING IN THE PROGRAM IN ANY WAY, YOU REPRESENT THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE CASH APP TERMS OF SERVICE AND CASH APP'S AND SUTTON'S PRIVACY POLICIES. PLEASE VISIT https://cash.app/legal (THE "CASH APP TOS WEBSITE") TO VIEW, PRINT, AND SAVE THIS AGREEMENT AND PLEASE VISIT https://www.suttonbank.com/privacy-policy.html ("PRIVACY POLICY") TO VIEW, PRINT AND SAVE OUR PRIVACY POLICY.

2. Definitions. "Card" means the Cash App Visa® Debit Flex Card issued by Bank through which you can make purchases and cash withdrawals as described in Section 17. Each Card will be a physical card and a virtual card, each represented by the same 16-digit account number. "Cash App" means a payment service and financial platform offered by the Company. "You" and "your" mean the person who receives a Card and is authorized to use a Card as provided for in this Agreement. "We," "us," and "our" mean the Bank and its successors, affiliates, and assignees.

Capitalized terms used and not defined herein shall have the meanings assigned to them in the Cash App Terms of Service.

3. Fee Schedule. Below is a list of all fees we impose in connection with the Card.

- Card Ordering: No fee for standard Card. You may choose to purchase a non-standard Card and/or to customize your card, price varies based on card, style and design.

- Card Replacement Fee (standard): $5.00 per card.
- Card Replacement Fee (metal): $50.00 per card.
- ATM Withdrawal Fee (in-network, domestic and international): $2.50 per withdrawal.*
- ATM Withdrawal Fee (out-of-network, domestic and international): $2.50 per withdrawal. You may also be charged a fee by the ATM operator.
- Cash Back at POS (domestic and international): $0.00.
- Foreign Transaction Fee: 3.00% This is our fee. You may also be charged a fee by any retailers or other financial institutions involved in your transaction.*

* Our fee may be waived, subject to the conditions set forth in if you make sufficient deposits or purchases, see the Cash App Terms of Service for more details.

4. IMPORTANT INFORMATION ABOUT OPENING AN 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 OPENS AN ACCOUNT. WHAT THIS MEANS FOR YOU: WHEN YOU REQUEST TO OPEN AN ACCOUNT WITH THE COMPANY, THE COMPANY WILL ASK YOU TO PROVIDE YOUR NAME, PHYSICAL ADDRESS, DATE OF BIRTH, AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. THE COMPANY MAY ALSO ASK YOU TO PROVIDE YOUR SOCIAL SECURITY NUMBER. BY ACCEPTING THE CARD, YOU CONFIRM YOU HAVE AUTHORIZED THE COMPANY TO PROVIDE US WITH THIS INFORMATION.

5. Electronic Disclosures and Communications.

a. **Your Consent.** TTo the extent permitted by applicable law, you consent to use electronic signatures and to electronically receive all records, notices, statements, communications, and other items for all services provided to you under this Agreement and in connection with your relationship with us (collectively, “Communications”) that we may otherwise be required to send or provide you in paper form (e.g., by mail). By accepting and agreeing to this Agreement electronically, you represent that: (1) you have read and understand this consent to use electronic signatures and to receive Communications electronically; (2) you satisfy the minimum hardware and software requirements specified below; and (3) your consent will remain in effect until you withdraw your consent as specified below.

b. **Your Right to Withdraw Your Consent.** Your consent to receive Communications electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further Communications electronically at any time by writing to the Company at Block, Inc., 1955 Broadway Street, Suite 600, Oakland, CA 94612, Attn: Customer Support - Legal (“the Company Address”). If you withdraw your consent to receive Communications electronically, we will cancel your Card, and you will no longer be able to use your Card or participate in the Program, except as expressly provided in this Agreement. Any withdrawal of your consent to receive Communications electronically will be effective only after we have a reasonable period of time to process your withdrawal. Please note that your withdrawal of consent to receive Communications electronically will not apply to Communications

electronically provided by us to you before the withdrawal of your consent becomes effective.

c. **You Must Keep Your Contact Information Current With the Company.** In order to ensure that we are able to provide Communications to you electronically, you must notify the Company of any change in your email address and your mobile device number or other text message address by updating your profile on the Cash App.

We will attempt to communicate with you only by use of the most recent contact information you have provided to us. You agree that any notice or communication sent to you at an address noted in our records shall be effective unless we have received an address change notice from you.

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

d. **Copies of Communications.** You should print and save and/or electronically store a copy of all Communications that we send to you electronically.

e. **Hardware and Software Requirements.** In order to access and retain Communications provided to you electronically, you must have: (1) a valid email address or phone number; (2) a computer or other mobile device (such as tablet or smart phone) that operates on a platform like Windows or a Mac

environment; (3) a connection to the Internet; (4) Current Version web browser that includes 256-bit encryption; the minimum recommended browser standards are the most recent versions of Mozilla Firefox (see http://www.mozilla.com for latest version), Apple Safari (see http://www.apple.com/safari for latest version), or Google Chrome (see http://www.google.com/chrome for latest version); (5) a Current Version of a program that accurately reads and displays PDF files, such as Adobe Acrobat Reader; (6) a computer or device and an operating system capable of supporting all of the above; and (7) a printer to print out and save Communications in paper form or electronic storage to retain Communications in an electronic form. “Current Version” means a version of the software that is currently being supported by its publisher.

f. **Changes.** We reserve the right, in our discretion, to communicate with you in paper form. In addition, we reserve the right, in our discretion, to discontinue the provision of electronic Communications or to terminate or change the terms and conditions on which we provide electronic Communications. Except as otherwise required by applicable law, we will notify you of any such termination or change by updating this Agreement on Cash App Website or delivering notice of such termination or change electronically.

6. Participating in the Program. In order to participate in the Program, you must meet the following requirements (collectively, the “Eligibility Requirements”): (a) you must have and maintain a Debit Flex Account; (b) you must accept and agree to this Agreement, our Privacy Policy, the Cash App Terms of Service (located at https://cash.app/legal/us/en-us/tos), and the Cash App Privacy Policy (located at https://cash.app/legal/us/en-us/privacy);

(c) you must be a resident of the US of at least 18 years of age (or older if residing in a state where the majority age is older); and (d) provide the Company, which may provide us, with all requested information, such as name, date of birth, physical address, email address, social security number, and such other information as we may request from time to time (collectively, “User Information”). By requesting a Card, you represent and warrant that you meet and will continue to meet the Eligibility Requirements throughout your participation in the Program. You agree to promptly notify the Company of changes to any User Information. If we approve your request for a Card, we will issue you a Card.

7. Card. The Card is issued by the Bank. The Card is not a gift card or gift certificate. The Card remains the property of the Bank and must be surrendered upon demand. The Card cannot be redeemed for cash. The Card is not for resale and may not be transferred or assigned. The Card is non-transferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card is not designed for business use, and we may cancel your Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate applicable law or the terms of this Agreement. Use of the Card is described further in Section 17.

8. Afterpay on Cash App Card. The Company may allow you to use the Debit Flex Card for Afterpay on Cash App Card Transactions (as defined in the Cash App Terms of Service). Bank is not your lender or your creditor and does not provide Afterpay on Cash App Card Transactions (as defined in the Cash App Terms of Service) services. Afterpay on Cash App Card Transactions are governed by the Cash App Terms of Service, the Afterpay Loan Agreement (as defined in the Cash App Terms of Service) and any other

applicable agreements between you and the financial institution making the loan (collectively, the “Afterpay Agreements”). To the extent there is a conflict between the Afterpay Agreements and this Agreement, the Afterpay Agreements control only with respect to Afterpay on Cash App Card Transactions.

9. Obtaining A Physical Card. To obtain a physical Card follow the directions provided by the Company via Cash App. When you request a physical Card, it may take up to 7 - 10 business days before you receive the Card.

10. Activating Your Card. Your Card will be virtual and physical, and you must activate your Card before it can be used. You may activate your Card by following any directions for activation provided by the Company via Cash App.

11. Setting a PIN & PIN Security. You must activate your Card and set a PIN before it can be used. The PIN for your physical Card and virtual Card will be the same number. You will need to set a PIN for your virtual Card when you choose to add your Card to a digital wallet. (See Adding Your Card to a Digital Wallet.) If you receive a physical Card and have not yet set a PIN for your virtual Card, you will need to set a PIN for your physical Card when you activate your Card. If you receive a physical Card and have already set a PIN for your virtual Card, the PIN that you set for your virtual Card will be the PIN for your physical Card. When selecting a PIN, you should not use numbers or words that appear in your wallet (e.g., date of birth, address, or social security number). You must memorize your PIN and do not share it with anyone. Do not write the PIN on a Card or keep it in the same location as the Card.

12. Adding Your Card to a Digital Wallet.

a. You may elect to add your Card to one or more digital wallets (“Digital Wallets”) supported by the Bank and subject to the Terms for Adding Your Cash App Card to a Digital Wallet (“Digital Wallet Terms”).

b. The Digital Wallet provider may allow you to conduct transactions at a point-of-sale (“POS”) device, and you may not be able to use your Card to perform transactions at such POS devices until you have selected a personal identification number (“PIN”) pursuant to this Agreement.

13. Card Security. Do not share your Card number or PIN with anyone. You should treat your Card number with the same care as you would treat cash. Either memorize your Card number or keep it in a safe place. Do not send your Card number in an email or text message. Make sure your Card number is secured with encryption when you use your Card to perform transactions over the internet or wireless networks. If you believe that anyone has gained unauthorized access to your Card number, you should contact Customer Service immediately, following the procedures in the paragraph labeled “Lost or Stolen Card.”

14. Lost or Stolen Card Number. Contact Customer Service immediately if you believe: (a) your Card or Card number has been lost or stolen, or (b) someone has made or could make a transaction using your Card without your permission. Contacting Customer Service by telephone at 1-800-969-1940 or by following the in-app support prompts is the best way to minimize your possible losses. If you report your Card lost or stolen, both your physical and virtual Card will be canceled and a new Card will be issued. If you need to replace any Card that is reported lost or stolen, you can do so within the Cash App by tapping the Card and tapping the Report Lost Card. You will be

required to provide personal information which may include your Card number, full name, transaction history and other relevant information.

15. Sponsored Accounts.

a. If you meet the eligibility requirements set forth in the Service Agreements, you may, in the Bank's discretion, authorize the usage of Cards for up to four (4) people who are over the age of 13 years old (each such individual, a "Sponsored Persons"). To authorize the usage of a card by a Sponsored Person, you must first authorize the Sponsored Person's use of an Account as described in the Service Agreements.

You acknowledge that the terms of this Agreement will apply to you with respect to each Card you authorize for a Sponsored Person, and you hereby expressly accept this Agreement on behalf of yourself and each Sponsored Person. Except as otherwise prohibited by applicable law, you agree to and accept full responsibility and liability for any Sponsored Person's use of a Card, including but not limited to (a) any transactions made with their Card; (b) any transaction made by a Sponsored Person even if the post-date shown on your Cash App statement (pursuant to the Cash App Terms of Service) for the debit relating to that transaction occurs after the date you tell us you have revoked your authorization for such Sponsored Person; (c) fees and charges resulting from any transaction made with their Card; and (d) any other claims or liabilities, including tax, that may be incurred in connection with the use of a Card. You allow us to discuss the Card with a Sponsored Person. By authorizing a Card for a Sponsored Person, you represent that you have permission from each one to allow us to share information about him or her as allowed by applicable law. This includes information we may get from you, any

Sponsored Person, and information about their transactions and use of a Card.

b. If you revoke authorization for an authorized user, including a Sponsored Person, we may close your Card and issue a new Card with a different Card number. We also reserve the right to restrict authorized user's or Sponsored Person's access to some features of the Card. Without limiting any other provision of this Agreement, we may terminate your Card if any Sponsored Person associated with you violates this Agreement or the Cash App Terms of Service. If your authorization for a Card for a Sponsored Person is withdrawn or terminated for any reason, the Card will be closed.

c. Account Graduation. Once a Sponsored Person reaches the age of 13, they will be eligible, with your authorization, to upgrade to additional Card features. You agree that any Sponsored Person who has reached the age of 18 must, as determined by Cash App, provide the information described in Section III3 of the Cash App Terms of Service (Cash App Accounts). Once the Sponsored Person's information is verified, the previously Sponsored Person will become the owner of the Card you authorized for them, and you authorize the Sponsored Person to obtain their transaction history that is associated with such Card.

If the Sponsored Person does not upgrade by the time they are 16, or if the Sponsored Person does not provide the information described in Section III 3 of the Cash App Terms of Service (Cash App Accounts) after turning 18 , or if the Sponsored Person's identity cannot adequately be verified based on the information provided, their Card may be restricted and/or terminated.

16. No Secondary Cardholders. Except in the case of a Sponsored Person, you may not request a Card for another person.

17. Authorized Card Users

You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you or a Sponsored Person (as defined in the Cash App Terms of Service) permit another person to have access to your Card or Card number(s), we will treat this as if you have authorized such person to use the Card, and you will be liable for all transactions and fees incurred by such person, even if they exceed the authorization granted. Transactions will be considered unauthorized only after you notify us that the person is no longer authorized to use the Card. You are wholly responsible for the use of your Card according to the terms and conditions of this Agreement. If you revoke authorization for an authorized user, including a Sponsored Person, we may close your Card and open a new Card with a different account number.

18. Using Your Card. You may use a Card to make purchases from merchants and obtain cash as described below.

a. **Using your Card for Purchases.** You may use your Card to make purchases at any merchant that accepts Visa debit cards or debit cards of other networks in which the Bank participates, subject to the available balance in your Debit Flex Account, the transaction limits applicable to your Debit Flex Account, and the other terms and conditions of this Agreement and the Service Agreements. You may not use your virtual Card for making purchases at any vending machines, kiosks or gas station pumps. Except for Afterpay on

Cash App Card Transactions (as defined in the Cash App Terms of Service), each time you use your Card, the amount of the transaction and any applicable fees will be deducted from the available balance in your Debit Flex Account.

Except for Afterpay on Cash App Card Transactions (as defined in the Cash App Terms of Service), you are not allowed to exceed the amount of available funds in your Debit Flex Account through an individual transaction or a series of transactions. If you do not have enough funds available in your Debit Flex Account, you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount using another payment method. These are called “split transactions.” Some merchants do not allow cardholders to conduct split transactions. Nevertheless, if a transaction exceeds the available balance in your Debit Flex Account, you will be fully liable to us for the full amount of the transaction and any applicable fees. When making purchases with your Card at any POS device other than through a Digital Wallet provider, you may select “CREDIT” on the keypad to make a signature purchase. You may not use your Card for illegal transactions or transactions that are prohibited by us, Cash App and Cash App’s banking partners. We may temporarily “freeze” or entirely deactivate your Card and attempt to contact you if we notice transactions that are unusual or appear suspicious.

b. **Merchant Holds on Available Funds.** When you use your Card or Card number to initiate a transaction at certain merchant locations, websites or mobile applications, such as hotels, restaurants, gas stations, and rental car companies, where the final purchase amount is unknown at the time of authorization, a hold may be placed on the available balance in your Debit

Flex Account for an amount equal to or in excess of the final transaction amount. The funds subject to the hold will not be available to you for any other purpose until the merchant sends us the final transaction amount. Once we receive the final transaction amount, it may take up to seven days for the hold to be removed. During that period, you will not have access to the funds subject to the hold.

c. **Cash Access.** With your PIN, you may use your Card to obtain cash at ATMs that display the Visa marks or at any point-of-sale (POS) devices that bear the Visa marks as permitted by the merchant, subject to the available balance in your Debit Flex Account, the transaction limits applicable to your Debit Flex Account, and the other terms and conditions of this Agreement and the Service Agreements. For security purposes, we may, in our sole discretion, limit your use of your Card at ATMs or POS devices. In addition, ATM owners and operators and networks may impose additional limits and charges on cash access transactions, including a fee for a balance inquiry even if you do not complete a fund transfer. Read the ATM screen message carefully for information related to charges before you complete a transaction at an ATM.

19**. Transaction Limits.** This Section describes the amount that you can spend, transfer or withdraw using your Card during the time periods described in this Section.

- Per-Transaction Spending Limit. The maximum amount that can be spent using your Card is $7,000 per transaction.
- Daily Spending Limit. The maximum that can be spent using your Card per day is $7,000.00.

- Seven-Day Spending Limit. The maximum amount that can be spent using the Card in a seven-day period is $10,000.
- Thirty-Day Spending Limit. The maximum amount that can be spent using the Card in a thirty (30) day period is $25,000.
- Withdrawal Limits. The maximum amount that can be withdrawn at an ATM or a POS device is $1,000.00 per transaction, $1,000.00 per day, and $1,000.00 per week. However, your actual limits may be higher.
- Original Credit Transactions. The maximum amount you can receive through an Original Credit Transaction is $10,000 per day.

In order to protect your Card, we may temporarily impose limits on the dollar amount, number, and type of transactions performed using your Card. To the extent not prohibited by applicable law, we reserve the right to, immediately and without notice: (a) change the transaction limits; (b) limit, block, or place a hold on certain types of transfers or transactions: and (c) limit, suspend, or block transfers from particular persons, entities, or Cards. If you have more than one Card, the transaction limits described above will be calculated across all of your Cash App Cards (as defined in the Cash App Terms of Service), regardless of the card issuer, with the exception of Cards you authorize for a Sponsored Person.

20. Debit Flex Account Balance. You are responsible for keeping track of your Debit Flex Account balance. Merchants generally will not be able to determine your available balance. It is important to know the amount of available funds in your Debit Flex Account before performing a Card transaction. If you do not have sufficient available funds in your Debit Flex Account to cover the Card transaction amount, the transaction may be

declined. Your available balance is determined in accordance with the Cash App Terms of Service.

21. Transaction History and Account Statements. You may obtain information about your Card transactions by logging into your Account at https://cash.app/ or via the Cash App. You will receive account statements reflecting your Card activity as set forth in the Cash App Terms of Service.

21. Preauthorized Transfers. No preauthorized transfers will be allowed.

22. Transactions in Foreign Currencies. If you withdraw funds or make a purchase using your Card in a currency other than in U.S. dollars, the amount of the transaction will be converted by Visa into U.S. dollars. The applicable exchange rate will be selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives or the government-mandated rate. The exchange rate used on the central processing date may be different from the rate that was in effect on the date you performed the transaction. In addition, the Company will charge you a Foreign Transaction Fee of 3%, which is based on the U.S. dollar amount of the transaction, for all purchases with a merchant located outside the U.S., even if they are completed in U.S. currency.

23. Receipts. You should get a receipt for each Card transaction that is conducted at an ATM, POS terminal or other electronic terminal. You agree to retain, verify, and reconcile all Card transactions and receipts.

24. Refunds. You will not receive cash refunds for Card transactions. If a merchant gives you a credit for merchandise returns or adjustments, the merchant may do so by processing a credit adjustment to the Card. We are

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

25. Confidentiality and Privacy Policy. Your privacy is very important to us. You consent to our use and disclosure of information to third parties about you, your Card, and transactions related thereto: (a) as necessary to effect, administer, or enforce a transaction; (b) to protect against or prevent actual or potential fraud, unauthorized transactions, or other liability; (c) to comply with government agency or court orders; (d) as permitted and required by applicable law; and (e) as otherwise provided in our Privacy Policy. You understand that by participating in the Program, you consent to the collection, use, and disclosure of your information as set forth in this Agreement and our Privacy Policy available on our website located at https://www.suttonbank.com/privacy-policy.html.

26. Replacement Cards on Expiration. The expiration date of your Card is identified on the back of the Card. We may issue you a new Card when your Card expires. If you need to replace your Card for any reason, please contact Customer Service. You will need to provide certain User Information so we can verify your identity.

27. Our Liability to You. If we do not complete a Card transaction on time or in the correct amount according to this Agreement, we may be liable for your losses or damages. However, there are some exceptions. We will not be liable if: (a) through no fault of ours, you do not have enough available funds in your Debit Flex Account to perform the transaction; (b) circumstances beyond our control (such as fire, flood, water damage, power failure, strike, labor dispute,

computer breakdown, telephone line disruption, or natural disaster) prevent or delay the transfer despite reasonable precautions taken by us; (c) the ATM, point-of-sale terminal, or other electronic terminal was not working properly, and you knew about the problem when you initiated the transaction; (d) the funds in your Debit Flex Account are subject to legal process or are otherwise not available for transactions; (e) the merchant refuses to accept your Card; (f) if access to your Card has been blocked after you reported your Card lost or stolen; (g) if we have reason to believe the transaction is unauthorized; (h) the transaction cannot be completed because your Card is damaged; (i) an ATM where you are making a cash withdrawal does not have enough cash; or (j) any other exception stated in this Agreement.

28. Errors or Questions About Your Card. Contact Customer Service at the number or address provided below as soon as possible if you think an error has occurred involving your Card, if you think your statement or receipt is wrong or if you need more information about a Card transaction.

a. Contact the Company through your Account in the app:

- Open your profile and tap Support
- Tap Cash App Card
- Scroll to and tap Dispute a Purchase
- Follow the prompts. Once complete we'll send you a form to initiate an investigation.

b. Call the Company at 1-800-969-1940. Please note (1) this is the only phone number customers can call for Cash App support, and (2) a Cash App

representative will never ask you for your password, PIN, social security number or full debit card number.

c. Write the Company at Block, Inc., Attn: Cash Disputes, 1955 Broadway Street, Suite 600, Oakland, CA 94612.

You must contact the Company no later than 60 days after we sent you the first account statement on which the error or problem appeared.

In order for us to investigate your claim, you will need to provide:

- Your name and Account information (including $Cashtag, email and/or phone number);
- Why you believe there is an error, and
- The dollar amount involved.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 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 45 days to investigate the complaint or question. If we decide to do this we will credit your Debit Flex Account within 10 business days for the amount you think is in error, so that you will have the use of the funds during the time it takes us to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within 10 business days, we may not credit your Debit Flex Account.

For errors involving new Debit Flex Accounts, point-of-sale, or foreign-initiated transactions, we may take up to 90 days to investigate a complaint or question. For new Debit Flex Accounts, we may take up to 20 business days to credit your Debit Flex Account for the amount you think is in error.

The Company will tell you the results within 3 business days after completing an 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. If you need more information about our error resolution process, contact Customer Service.

Afterpay on Cash App Card Transactions

Bank is not your lender or creditor with respect to any Afterpay on Cash App Card Transaction (as defined in the Cash App Terms of Service). Consult the Afterpay Loan Agreement for more information about your dispute and other rights related to your Afterpay on Cash App Card Transactions.

29. Your Liability for Unauthorized Transactions. Tell the Company AT ONCE if you believe your Card or PIN has been lost or stolen or you believe a transaction has been made without your permission using information from your Card or your PIN, or you could lose all the money in your Account. Contact Customer Service immediately at the number or address provided above to keep possible losses to a minimum. You may contact us through your Account in the app, by calling 1-800-969-1940, or by writing to us at Block, Inc., Attn: Cash Disputes, 1955 Broadway, Suite 600, MSC 211, Oakland, CA 94612.

Under Cash App's zero fraud liability protection, you will not be liable for unauthorized transactions on your Account if you notify us within 60 days after we send you the account statement reflecting the unauthorized transfer. If you fail to provide notice within the 60 day period, you will not be liable for any unauthorized transactions during the initial 60 day period. However, you may not be entitled to a refund of any money lost from any unauthorized transaction that occurs after the 60 days if we can prove that we could have stopped someone from taking the money had you provided timely notice. If there are extenuating circumstances (such as a long trip or a hospital stay) that prevented you from notifying us within the required time, we will extend the time period for a reasonable period.

This zero fraud liability protection applies to "unauthorized electronic fund transfers" as defined under Regulation E. See the Cash App Terms of Service, Section XI. Transaction Information and Disputes, for additional information regarding Regulation E.

Afterpay on Cash App Card Transactions

Bank is not your lender or creditor with respect to any Afterpay on Cash App Card Transaction (as defined in the Cash App Terms of Service). Consult the Afterpay Loan Agreement for more information about your dispute and other rights related to your Afterpay on Cash App Card Transactions.

30. Assignment. To the extent permitted by applicable law, we may assign this Agreement without obtaining your consent. You may not assign or transfer your Card or this Agreement without our prior written consent.

31. Severability and Waiver. If any provision of this Agreement is held to be invalid or unenforceable, such provision will be deemed to be modified to the minimum extent necessary to make it valid and enforceable and the rest of this Agreement will not be affected. We do not waive our rights by delaying or failing to exercise them at any time.

32. Amendment. We may add to, delete, or amend this Agreement at any time in our sole discretion without providing notice to you, subject to applicable law. We reserve the right, subject to applicable law, to deliver to you any notice of changes to existing terms or the addition of new terms by posting an updated version of this Agreement on the Cash App website or delivering notice of changes to you electronically.

33. Entire Agreement. This Agreement constitutes the entire and sole agreement between you and us with respect to the Program and supersedes all prior understandings, arrangements, or agreements, whether written or oral, regarding the Program.

34. Cancellation and Suspension. To the extent not prohibited by applicable law, we may cancel or suspend your Card or this Agreement immediately, for any reason, and without notice to you. You may cancel your Card or this Agreement at any time by notifying Customer Service at the number or address provided below. Cancellation or suspension of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to such cancellation or suspension.

35. Business Days. Our business days are Monday through Friday 9 am to 5 pm Pacific Time, excluding federal holidays. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.

36. 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.

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

38. 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.

39. **Governing Law.** This Agreement will be governed by and construed in accordance with the laws of the State of Ohio, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the law of another jurisdiction.

40. Indemnification. At our request, you agree to defend, indemnify, and hold harmless us and our parents, subsidiaries, and other affiliated companies, and our and their employees, contractors, officers, and directors against any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses (including, without limitation, reasonable attorneys’ fees) that arise from your violation of this Agreement, applicable law, or any third-party rights or your fraud or willful misconduct. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will cooperate in asserting any available defenses.

41. LIMITATION OF LIABILITY. Except as otherwise expressly provided in this Agreement or as otherwise required by applicable law, we, our affiliates, and the parties with whom we contract in order to offer the Cards and related services are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to the Cards, any products or services purchased using Cards, or this Agreement (as well as any related or prior agreement that you may have had with us).

42. DISPUTE RESOLUTION BY BINDING ARBITRATION; JURY TRIAL WAIVER; CLASS ACTION WAIVER.

General. You and the Bank agree that any and all Disputes, except those that are resolved informally or brought in a small claims court, will be individually arbitrated by a neutral arbitrator who has the power to award the same individual damages and individual relief that a court can. ANY ARBITRATION UNDER THESE CASH APP TERMS WILL ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, REPRESENTATIVE ACTIONS, MASS ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED. YOU WAIVE ANY RIGHT TO HAVE YOUR CASE DECIDED BY A JURY AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST THE BANK. Nothing in this agreement prevents you or the Bank from settling Disputes on a class, representative, or consolidated basis. If any term of this arbitration agreement is found unenforceable, including the Bellwether Arbitration procedures described below, the unenforceable term will be severed, and the remaining terms will be enforced (but in no case will there be a class action, consolidated action, mass action or representative action arbitration).

Pre-Filing Requirement to Attempt to Resolve Disputes. Before an arbitration is commenced, you and the Bank agree to attempt to avoid the costs of formal dispute resolution by giving each other a full and fair opportunity to address and resolve a Dispute informally. Both parties recognize that this is an important requirement, and that breach of this requirement would be a material breach of the Terms. To provide this opportunity, before commencing any arbitration, proceeding in small claims

court, or lawsuit (when permitted by this arbitration agreement), each party agrees to send to the other party a written Notice ("Notice") and personally meet and confer to informally resolve any Dispute. Any Notice to the Bank should be sent by mail to Sutton Bank, Attn: Legal Department, PO Box 505, Attica, OH 44807-0505. Any Notice sent to you will be mailed to the address on file for your account. The Notice must: (i) include your name, mailing address, $Cashtag, email address and phone number associated with your account; (ii) provide detailed information sufficient to evaluate the merits of the claiming party's individualized claim and for the other party to determine if an amicable resolution is possible; (iii) set forth the specific relief sought, including an accurate, good-faith calculation of the amount in controversy, enumerated in United States Dollars, including whatever amount of money is demanded and the means by which the demanding party calculated the claimed damages; and (iv) be personally signed by you or the Bank, as applicable. A Notice is only valid when it pertains to, and is on behalf of, an individual party. A Notice brought on behalf of multiple parties is invalid as to all. Both parties agree that they will attempt to resolve a Dispute through an informal negotiation within sixty (60) days from the date the Notice is received, and you and the Bank therefore agree that, before either you or the Bank demands or attempts to commence arbitration or litigation (where permitted) against the other, both parties will personally meet and confer, via telephone or videoconference, with each other in a good-faith effort to resolve informally any Dispute. These informal resolution conferences shall be individualized such that a separate conference must be held each time either party intends to commence individual arbitration or litigation (where permitted); multiple parties initiating claims cannot participate in the same informal resolution conference, unless mutually agreed to by the parties. If you are represented by counsel, your counsel may participate in the conference, but you shall also

fully participate in the conference. Engaging in an informal resolution conference is a requirement that must be fulfilled before commencing arbitration or litigation (where permitted). Any statute of limitations shall be tolled while the parties engage in the informal resolution process required by this paragraph.

After that sixty (60) day period and not before, and after the informal resolution conference has occurred and not before, either party may elect, in a written Notice to the other party as described above, that it will pursue the matter either through small claims court or arbitration. The party receiving the notice shall then have seven (7) days to respond, including to elect for the case to be heard by a small claims court with jurisdiction. After that seven (7) day period and not before, either party may commence arbitration if not proceeding in small claims court with jurisdiction. You agree that compliance with the informal resolution process described above is a condition precedent to commencing arbitration or filing a claim in small claims court. A party's failure to satisfy this condition precedent entitles the opposing party to seek immediate dismissal of the arbitration or litigation (where permitted) and the right to seek reimbursement of its costs. If either party elects small claims court, the Dispute will be resolved in that forum and not through arbitration. Each party agrees that state courts in the City of Attica and County of Seneca, Ohio, or federal court for the Northern District of Ohio, referenced below, may enter injunctive relief to enforce the pre-filing requirements of this paragraph, including an injunction to stay an arbitration that has been commenced in violation of this paragraph. Each party also agrees that state courts in the City of Attica and County of Seneca, Ohio, or federal court for the Northern District of Ohio may address whether a claim filed in small claims court or in arbitration has been previously released.

Scope of Arbitration. If we and you are not able to resolve the Dispute by informal negotiation or, as provided below, in a small claims court, all Disputes will be resolved finally and exclusively by binding individual arbitration with a single arbitrator (the "Arbitrator") administered by National Arbitration and Mediation ("NAM") (https://www.namadr.org) according to the NAM Comprehensive Rules and Procedures and, when applicable, the NAM Supplemental Rules for Mass Arbitration Filings (together, the "NAM Rules"), and this section. In the event NAM is unavailable to administer the arbitration, either party may invoke 9 U.S.C. § 5 to request that a court appoint the Arbitrator. Except as set forth above, and for Disputes subject to jurisdiction in small claims court, the Arbitrator shall be responsible for determining all threshold arbitrability issues, including issues relating to whether the Cash App Terms (or any aspect thereof) are enforceable, unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

Small Claims Court. Subject to applicable jurisdictional requirements, either party may elect to pursue a Dispute in a local small-claims court rather than through arbitration so long as the matter remains in small claims court and proceeds only on an individual basis. If a party has already submitted an arbitration demand to the arbitration provider but before an Arbitrator has been selected, and the claim is subject to the jurisdiction of the filing party's local small claims court, the other party can send a written notice to the opposing party and the arbitration provider requesting that the Dispute be decided in small claims court. Upon receipt of such notice, and if all outstanding arbitration service fees have been paid, the arbitration provider shall then administratively close the case.

Arbitration Procedures. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, including its procedural provisions, fully applies. So long as it is consistent with the NAM Rules, the arbitration shall occur through the submission of documents to one Arbitrator. To the extent the Arbitrator determines a hearing is required, the arbitration shall be conducted remotely by telephone or video conference. To the extent that the Arbitrator determines that an in-person hearing is required, the arbitration hearing will take place as close to your hometown as practicable. You and the Bank will have the right to file early or summary dispositive motions. The Arbitrator's award will be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The Bank values your privacy, particularly with respect to your financial transactions and data. Each of the parties shall maintain the confidential nature of the arbitration and shall not (without the prior written consent of the other party) disclose to any third party the fact, existence, content, award, or other result of the arbitration, except as may be necessary to enforce, enter, or challenge such award in a court of competent jurisdiction or as otherwise required by applicable law. While an Arbitrator may award declaratory or injunctive relief, the Arbitrator may do so only with respect to the individual party seeking relief and only to the extent necessary to provide relief warranted by the individual party's claim. The Arbitrator's decision and judgment thereon will not have a precedential or collateral estoppel effect with respect to disputes involving other parties.

Bellwether Arbitration Procedures. You and the Bank agree that if twenty-five (25) or more similar individual arbitration demands are brought against you or us by or with the assistance of the same or coordinated counsel or entities ("Mass Proceeding"), the parties shall select twelve (12) individual arbitration demands (six (6) per side) for arbitration to proceed

(“Bellwether Arbitrations”). The NAM Supplemental Rules for Mass Arbitration Filings shall apply if the parties’ dispute is deemed by NAM, in its sole discretion pursuant to the NAM Rules and this section, to be part of a Mass Proceeding. While the Bellwether Arbitrations are adjudicated, all other demands for arbitration that are part of the Mass Proceeding shall be held in abeyance and stayed, and no party shall be responsible for paying any administrator or arbitrator fees (other than the arbitration provider’s initial filing/administrative fees, and Procedural Arbitrator fees, if applicable) with respect to such stayed demands while the Bellwether Arbitrations are adjudicated. Any applicable statute of limitations shall be tolled as to non-Bellwether Arbitrations demands when such non-Bellwether Arbitrations are held in abeyance. The tolling period will begin when the claimant first provided the Notice of its intent to initiate an informal resolution conference as described above.

Any party may request, within five (5) Business Days of being notified by the arbitration provider that arbitration demand(s) have been filed, that the arbitration provider appoint a sole procedural arbitrator (“Procedural Arbitrator”) to determine initial questions that arise in the Bellwether Arbitrations, including whether the Bellwether Arbitration procedures are applicable or enforceable, whether any particular demand is part of a Mass Proceeding, and whether any particular demand within a Mass Proceeding was filed in accordance with this section. To expedite the Procedural Arbitrator’s resolution of any such initial questions, the parties agree that the Procedural Arbitrator may set forth such procedures as are necessary to resolve any such initial questions promptly. The Bank shall pay the Procedural Arbitrator’s costs.

All parties agree that the Bellwether Arbitration procedures are designed to be a generally faster, more efficient, and more affordable mechanism for resolving a Mass Proceeding, including the claims of individual parties who are not selected for a Bellwether Arbitration. All parties shall work in good faith with the Arbitrator or Procedural Arbitrator to complete each Bellwether Arbitration within one hundred and twenty (120) calendar days of its initial pre-hearing conference.

Following resolution of the Bellwether Arbitrations, all parties agree to engage in a mediation of all remaining arbitration demands comprising the Mass Proceeding (the “Bellwether Mediation”). The Bellwether Mediation shall be administered by the arbitration provider. If the parties are unable to resolve the remaining demands for arbitration comprising the Mass Proceeding within thirty (30) calendar days following the Bellwether Mediation, the remaining demands for arbitration comprising the Mass Proceeding shall be administered by the arbitration provider on an individual basis pursuant to the arbitration provider’s rules and this section, unless the parties mutually agree otherwise in writing.

All parties agree to cooperate in good faith with the arbitration provider to implement the Bellwether Arbitration procedures, including deferring any costs associated with the non-Bellwether Arbitration Mass Proceedings until the Bellwether Arbitrations and subsequent Bellwether Mediation have concluded, and cooperate on any steps to minimize the time and costs of arbitration, which may include the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes and the adoption of an expedited calendar of the arbitration proceedings.

These Bellwether Arbitration procedures shall in no way be interpreted as authorizing a class, collective, or mass action of any kind, or an arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this section.

Arbitration Fees. In accordance with the NAM Rules, the party initiating the arbitration (either you or us) is responsible for paying the applicable filing fee. For purposes of this arbitration agreement, references to you and the Bank also include respective subsidiaries, affiliates, agents, employees, predecessors, successors and assigns as well as authorized users or beneficiaries of the Services and any third party using or providing any product, service or benefit in connection with the Card.

Opt Out. You may reject this arbitration agreement, in which case only a court may be used to resolve any Dispute. To reject this agreement, you must send us an opt-out notice (the “Opt Out”) within thirty (30) days after you first receive a Card, or for existing customers who agree to this as a terms update, within thirty (30) days of agreeing to such updated terms. The Opt Out must be mailed to Block, Inc., Attn: Arbitration Provision - Sutton Debit Flex CHA, 1955 Broadway, Suite 600, Oakland, 94612 (please note that any correspondence not related to opting out sent to this address will not receive a reply). For your convenience, we are providing an opt out notice form you must fill in to Opt Out. You must complete this form by providing your name, address, $Cashtag, phone number and the email address(es) you used to sign up for and use the Services. This is the only way of opting out of this arbitration agreement. Opting out will not affect any other aspect of this Agreement or the Service Agreements, and will have no effect on any future

agreements you may reach to arbitrate with us. An Opt Out that purports to opt out multiple parties will be invalid as to all such parties. No individual party (or their agent, representative, or group of agents or representatives) may effectuate an Opt Out on behalf of other individual parties.

Court Proceedings. Subject to and without waiver of the arbitration provisions above, you agree that any judicial proceedings (other than small claims actions as discussed above) will be brought in and you hereby consent to the exclusive jurisdiction and venue in the state courts in the City of Attica and County of Seneca, Ohio, or federal court for the Northern District of Ohio.

43. Miscellaneous.

Cash App Visa Debit Flex Cards issued by Sutton Bank, Member FDIC.

Visa is a registered trademark of Visa International Service Association. All other trademarks and service marks belong to their respective owners.

Terms of Service

Cash App Terms of Service

Effective: February 7, 2024

Last Updated: Apr 22, 2026

We've included annotations in the gray boxes below to emphasize certain portions of our notice and help guide you as you read them. Annotations aren't part of the terms and have no legal effect, but they should help you follow the text.

This page explains our terms for Cash App. By using the service, you agree to these terms. If you use the service on behalf of your company, your company agrees to them too.

These Cash App Terms of Service (the "Cash App Terms") are a legal agreement between you, as a current or prospective user of the Services, and Block, Inc., formerly known as "Square, Inc." (hereafter, "the Company," "we," "our" or us"), and governs your use of Cash App, a financial platform, which includes mobile applications, websites, software, cloud-based solutions, and other products and services (the "Service"), offered by the Company. If you are using the Service on behalf of a business or entity, you

acknowledge and agree that you have authority to bind such business or entity and that such business or entity accepts these terms. By using the Service you agree to be bound by these Cash App Terms and any policies referenced within ("Policies"), including our Privacy Notice (see Section V.5) and Cash App Acceptable Use Policy (see Section XXIII.5).

As used throughout these terms, the phrase "Business Day" means all days of the week except Saturdays, Sundays, and federal holidays.

Please note that you should review all Cash App Terms carefully, including those provisions which limit our liability (see Section XXIII.17) and those regarding individual arbitration for potential legal disputes (see Sections XXIII.19 and XXIII.20).

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I. Account Opening Disclosures and Fees

1. Stored Balance Disclosures (Prepaid Account)

List of All Fees for Cash App Balance (Prepaid Account)

This section applies to any Restricted Account or Prepaid Account (each as defined in Section III), including any Sponsored Account (each as defined in Section III) that is a Prepaid Account.

All Fees	Amount

Get Started	
Account setup	**$0**
Monthly Usage	
Monthly fee	**$0**
Add Money	
Direct Deposit	**$0**
Receive money	**$0**
Add Money - Linked Account	**$0**

Paper Money Deposit Check your app for a list of participating retailers in your area. Our Paper Money Deposit Fee is $1 per transaction. If you (a) spend $500 or more in Qualifying Purchases or (b) receive $300 or more in Qualifying Deposits each month, we will waive our Paper Money Deposit Fee until the end of the following calendar month. As used throughout these disclosures, “Qualifying Purchases” means all authorized, completed purchases made with your Cash App Card and/or with Cash App Pay, minus any refunds or returns; and “Qualifying Deposits” mean (i) a direct deposit of payroll, pension or government benefits sent from your employer or a government agency via ACH transfer to your Cash App Balance and/or (ii) a deposit of payroll sent directly from your employer, contractee, or early wage access provider via Original Credit Transaction (“OCT”) transfer using your Cash App Card to your Cash App Balance.	**$1**
Receiving a merchant refund	**$0**
Spend Money	

Sending money using your Cash App Balance or debit card in the U.S.	**$0**
Foreign Transaction Fee Our Foreign Transaction Fee is 3%. If you (a) spend $500 or more in Qualifying Purchases, or (b) receive $300 or more in Qualifying Deposits each month, we will waive our Foreign Transaction Fee until the end of the following calendar month.	**3%**
Sending money from your Cash App Balance using the Remittance Service (bank transfer) If the transfer amount is $300 or more, there is no transfer fee.	**$0.00**
Sending money from your Cash App Balance using the Remittance Service (bank transfer) If the transfer amount is less than $300, there is a transfer fee.	**$1.99**

Sending money from your Cash App Balance using the Remittance Service (cash pickup) If the transfer amount is $300 or more, there is a transfer fee.	**$1.99**
Sending money from your Cash App Balance using the Remittance Service (cash pickup) If the transfer amount is less than $300, there is a transfer fee.	**$3.98**
Transfer Out	
Transfer to Linked Account (standard transfer) No fee to transfer money from your Cash App Balance to a Linked Account with the standard option. The money is typically available in 1-3 Business Days.	**$0**

Transfer to a Linked Account (Instant Transfer) Fee for expedited transfer from your Cash App Balance to a Linked Account. Funds are typically available within minutes. The specific fee amount is disclosed at the time of the transaction.	**0.5%-2.5% ($0.25-$1 min)** (the maximum fee shall not exceed $75)****
ATM withdrawal - in-network Our ATM withdrawal fee is $2.50. If you (a) spend $500 or more in Qualifying Purchases or, (b) receive $300 or more in Qualifying Deposits each month, we will reimburse our withdrawal fee until the end of the following calendar month.	**$2.50**
ATM withdrawal - out-of-network Our ATM withdrawal fee is $2.50. You may also be charged a fee by the ATM operator.	**$2.50**
Information	
Customer service (in-app)	**$0**

Customer service (email)	**$0**
Customer service (phone)	**$0**
ATM Balance Inquiry	**N/A**
Other	
Inactivity	**$0**
Send from credit card	3%**

No overdraft/credit feature.

If you have a Cash App Prepaid Card or a Sponsored Account, or if you sponsor one or more Sponsored Accounts, your Cash App Balance and Savings Balance are eligible for FDIC pass-through insurance through Wells Fargo Bank, N.A. and/or Sutton Bank, Members FDIC for up to $250,000 per customer when aggregated with all other deposits held in the same legal capacity at each bank above, if certain conditions are met. The FDIC insures your balance only in the event that each bank identified above holding those funds fails. For more information about FDIC-pass through insurance, see Section III(9) FDIC Pass-Through Insurance.

If you don't have a Cash App Prepaid Card, a Sponsored Account, or sponsor a Sponsored Account, your Cash App Balance and Savings Balance are not protected by FDIC pass-through insurance.

Cash App is a financial services platform, and not an FDIC-insured bank.

Contact Cash App at 1-800-969-1940, by mail at Cash App, 1955 Broadway, Suite 600, Oakland, CA 94612, or at cash.app/help

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 cfpb.gov/complaint

Details About Your Cash App Balance

Monthly Fee	**$0**
Per Purchase Fee	**$0**
Foreign Transaction Fee	**3%***
ATM Withdrawal	**$2.50^**

Paper Money Deposit	**$1***
ATM Balance Inquiries	**N/A**
Customer Service	**$0**
Inactivity	**$0**

We charge two other types of fees.

Add money from Credit Card: **3%****
Instant Transfer: **0.5%-2.5% ($0.25-$1 min)** (the maximum fee shall not exceed $75)****

***This fee can be lower if you (a) spend $500 or more in Qualifying Purchases or (b) receive $300 or more in Qualifying Deposits in any given month. "Qualifying Purchases" means all authorized, completed purchases made with your Cash App Card and/or with Cash App Pay, minus any refunds or returns; and "Qualifying Deposit" means (i) a direct deposit of payroll, pension or government benefits sent from your employer or a government agency via ACH transfer to your Cash App Balance and/or (ii) a deposit of payroll sent directly from your employer, contractee, or early wage access provider via Original Credit**

Transaction ("OCT") transfer using your Cash App Card to your Cash App Balance.

****For these fees, Cash App uses banker's rounding to round up or down to the penny, as applicable. Banker's rounding rounds numbers ending in 5 to the nearest even integer.**

^This fee can be lower depending on how and where your Cash App Prepaid Card is used.

No overdraft/credit feature.

If you have a Cash App Prepaid Card or a Sponsored Account, or if you sponsor one or more Sponsored Accounts, your Cash App Balance and Savings Balance are eligible for FDIC pass-through insurance through Wells Fargo Bank, N.A. and/or Sutton Bank, Members FDIC for up to $250,000 per customer when aggregated with all other deposits held in the same legal capacity at each bank above, if certain conditions are met. The FDIC insures your balance only in the event that each bank identified above holding those funds fails. For more information about FDIC-pass through insurance, see Section III(9) FDIC Pass-Through Insurance.

If you don't have a Cash App Prepaid Card, a Sponsored Account, or sponsor a Sponsored Account, your Cash App Balance and Savings Balance are not protected by FDIC pass-through insurance.

Cash App is a financial services platform, and not an FDIC-insured bank.

For general information about prepaid accounts, visit https://cfpb.gov/prepaid

2. List of Fees for Cash App Debit Flex Account

This section applies to any Debit Flex Account (as defined in Section III below), including any Sponsored Account that is a Debit Flex Account.

- Send from Credit Card: 3.00%**
- Instant Transfer Withdrawals: 0.5%-2.5% ($0.25-$1 min)** (the maximum fee shall not exceed $75)**
- *Paper Money Deposit: $1.00*
- Debit Flex Card Fees:
    - Card Ordering. No fee for standard card. You may choose to purchase a non-standard card and/or customize your card, price varies based on card, style, and design.
    - Expedited Card Shipping Fee: $15.00
    - Replacement Card (standard): $5.00 per card
    - Replacement Card (metal): $50.00 per card
    - *ATM Withdrawal Fee (in-network, domestic and international): $2.50 per withdrawal*

        - ATM Withdrawal Fee (out-of-network, domestic and international): $2.50 per withdrawal
        - Cash Back at Point-of-Sale (domestic and international): $0.00
        - *Foreign Transaction Fee: 3.00%* This is our fee. You may also be charged a fee by any retailers or other financial institutions in your transaction.
- Remittances
    - Send via bank transfer
        - If the transfer amount is $300 or more: $0.00
        - If the transfer amount is less than $300: $1.99
    - Send via cash pickup
        - If the transfer amount is $300 or more: $1.99
        - If the transfer amount is less than $300: $3.98

*This fee can be lower if you (a) spend $500 or more in Qualifying Purchases or (b) receive $300 or more in Qualifying Deposits in any given month, we will waive our Paper Money Deposit, ATM Withdrawals (in-network only), and Foreign Transaction Fees until the end of the following calendar month. “Qualifying Purchases” and “Qualifying Deposits” are defined in Section XIX below.

**For these fees, Cash App uses banker’s rounding to round up or down to the penny, as applicable. Banker’s rounding rounds numbers ending in 5 to the nearest even integer.

If you have a Debit Flex Card or a Sponsored Account, or if you sponsor one or more Sponsored Accounts, your Cash App Balance and Savings Balance are eligible for FDIC pass-through insurance through Wells Fargo Bank, N.A., Sutton, Bank and/or The Bancorp Bank, N.A., Members FDIC, for up to $250,000 per customer when aggregated with all other deposits held in the same legal capacity at each bank above, if certain conditions are met. The FDIC insures your balance only in the event that the banks identified above holding those funds fail. For more information about FDIC-pass through insurance, see Section III(9) FDIC Pass-Through Insurance.

If you don't have a Debit Flex Card, a Sponsored Account, or sponsor a Sponsored Account, your Cash App Balance and Savings Balance are not protected by FDIC pass-through insurance.

Cash App is a financial services platform, and not an FDIC-insured bank.

II. Revisions, Disclosures and Notices

We can make updates to the Terms at any time, and we'll notify you of these updates as appropriate. By continuing to use our services after these updates, you agree to the revised terms.

You also agree to receive notices from us electronically.

We may amend these Cash App Terms at any time with notice that we deem to be reasonable under the circumstances, by posting the revised version on our website, or by communicating it to you through the Services (each a "Revised Version"). Your continued use of the Services after the posting of a Revised Version constitutes your acceptance of such Revised Version. Any Dispute (as defined in Section XXIII.19) that arose before the changes will be governed by the Cash App Terms in place when the Dispute arose.

You agree to Cash's E-Sign Consent. We may provide disclosures and notices required by law and other information about your Account (defined below) to you electronically, at any time of day, including by posting it on our website, pushing notifications through the Services, or by emailing it to the email address listed in your Account. Electronic disclosures and notices have the same meaning and effect as if we had provided you with paper copies. Such disclosures and notices are considered received by you within twenty-four (24) hours of the time posted to our website, or within twenty-four (24) hours of the time pushed or emailed to you. If you wish to withdraw your consent to receiving electronic communications, contact Cash App Support. If we are not able to support your request, you may need to terminate your Account.

III. Cash App Account

1. Eligibility and Account Registration

You must be a resident of the United States, at least 18 years and the age of majority in your State of residence, and you must register for an account (your “Account”) to use the Service. Certain features of the Service may only be available for use in the United States. Some features, such as the ability to send money to another Cash App customer with the balance in your Account, may be available only if you have a specific type of Account or you meet other eligibility requirements, such as providing us with certain information about you and we are able to verify your identity. We verify your identity on our own behalf and to facilitate certain of our partners, including First Electronic Bank and our other banking partners, in meeting their own obligations.

To register, open, use, upgrade, or switch an Account, the Company may require that you submit certain information about yourself and your business to the Company, including but not limited to your legal name, email address, text-enabled mobile phone number, street address, zip code, date of birth, social security number, a government issued form of identification, legal business name, business address, taxpayer identification number, and any information you subsequently add or update (“Account Information”). You represent and warrant that all Account Information you provide the Company to register, open, use, upgrade, or switch an Account, including but not limited to a Cash App Business Account is true and accurate, and you agree to keep all Account Information current. All Account Information is subject to the Cash App Copyright and Trademark Policy.

2. Cash App Accounts

We offer four types of Accounts through the Service. The Cash App Terms govern your use of the Service regardless of the type of Account you have. Certain terms, as indicated below, apply based on the type of Account you have and the Services you use. Your use of the Service may also be governed by additional agreements. Unless otherwise specified, the term “Account” or “Sponsored Account” in these Cash App Terms refers to your Account and any Sponsored Account, regardless of the type of Account.

a. Restricted Account

When you first open your Account, it will be a “Restricted Account”, a limited functionality account. With a Restricted Account, you may use the following features: (i) connect a Linked Account to send funds to another Cash App customer (including a Cash App Business Account) using the Peer-to-Peer Service; (ii) receive funds to your Cash App Balance from another Cash App customer using the Peer-to-Peer Service; (iii) use your Cash App Balance and Linked Account for Cash App Pay purchases; and (iv) transfer funds from your Cash App Balance to your Linked Account.

To access additional functions and features, you must upgrade your Account to a Prepaid Account or a Debit Flex Account. To upgrade your Account, you will need to provide us with certain personal information so that we can verify

your identity. After we verify your identity, your Restricted Account will be converted to a Prepaid Account or Debit Flex Account, depending on what you choose.

b. Prepaid Account

Cash App offers a prepaid account ("Prepaid Account") that allows you to load, access and use funds in your Cash App Balance.

c. Debit Flex Account

Cash App offers a transaction account ("Debit Flex Account") that allows you to deposit, withdraw, and transfer funds to your Cash App Balance.

d. Cash App Business Accounts

Cash App offers a business account ("Cash App Business Account") that allows you to use Cash App to receive payment for goods and services. Additional terms applicable to Cash App Business Accounts are set forth in Section XI below.

3. Validating and Authenticating Your Identity

You hereby authorize the Company, directly or through the Company's use of third parties, to make any inquiries we consider necessary to validate your identity or authenticate your identity and Account Information and, for Cash App Business Accounts, the identity of the business or legal entity. This may include asking you for further information or documentation about your Account usage or identity, requiring you to take steps to confirm ownership of your email address, mobile phone number or financial instruments, or verifying your information against third party databases or through other sources.

In connection with your use of the Service, you may not refuse to (a) cooperate in an investigation concerning activity that potentially violates the law or the Cash App Terms, (b) provide confirmation of your identity, or (c) provide confirmation of any information you provide us. If you decline to provide us with the information that we request or if we cannot verify your identity to our satisfaction (in our sole judgment and discretion) for any reason, then your Account will remain a Restricted Account and you will not be able to use certain Services. In addition, we reserve the right to downgrade your Account type to a Restricted Account or suspend or terminate the Account or access to certain Services of anyone who provides inaccurate, untrue, or incomplete information.

The first time you access your Account using a new device we may require you to authenticate your Account with additional information. If your Account cannot be verified you may be required to set up a new Account.

If you have more than one Cash App Account, we reserve the right to aggregate limits, including balance, spending, transfer, and withdrawal limits, across all accounts associated with you.

4. Checkout Powered by Cash App

a. Description: Where available, you may store payment and order fulfillment information for faster checkout with merchants ("Checkout Features" or "Checkout powered by Cash App") on cash.app-based online ordering profiles ("Ordering Profiles"). This information may include your name, phone number, email address, credit or debit card details, billing address, shipping address, and preferred shipping method ("Checkout Information"). You may also access your Checkout Information at checkout on a merchant's Ordering Profile on the Neighborhoods tab within Cash App. Your Checkout information will be collected and stored in accordance with the Cash App Privacy Notice.

b. Limitations: Checkout powered by Cash App does not include, or provide access to, other Cash App features such as the Peer-to-Peer Service (defined below), Cash App Card payments (defined below), Virtual Currency Services (defined below), or direct deposits (defined below). Checkout Features may only be available in select regions, with select card issuers, payment networks, merchants, and other third parties. If you have a pre-existing Cash App Account in good standing, you may be able to log into your Cash App

Account on an Ordering Profile and access Cash App Pay and /or your Checkout Information at checkout. For the avoidance of doubt, your use of the Services, including your Cash App account and Cash App Pay, as well as your use of Checkout powered by Cash App, in connection with an Ordering Profile on both a cash.app website and on the mobile application, is subject to these terms in their entirety, including but not limited to those relating to acceptable use, compliance with law, disclaimers, limitations of liability, indemnity, and dispute resolution and all terms generally applicable to Cash App customers that register for an account.

c. Order-related Disputes: Your interactions and transactions with any merchant on an Ordering Profile on Cash App are between you and that merchant, not Cash App. Merchants using Ordering Profiles are exclusively responsible for order management, service, fulfillment, refunds, disputes, and customer support issues. You may find a merchant's contact information on their Ordering Profile. For disputes relating to the use of a supported payment method in connection with the Checkout Features, you must contact your issuer. For any disputes or issues arising from Local Cash Rewards or Cash App's own electronic funds transfer services (for example, Cash App Pay or use of the Cash App Card)—but not including merchant transactions using Checkout Features on Ordering Profiles—the dispute and customer support procedures outlined in Section XII of these terms apply. You may initiate such inquiries by contacting Cash App Support at 1-800-969-1940 or at https://cash.app/help.

5. Use of AI-Powered Features

Certain features of Cash App may be powered by artificial intelligence, including a conversational chat feature (AI-Powered Chat), or AI-powered interface displays (AI-Powered Interfaces). These AI-Powered features may display suggestions, potential actions, provide answers to questions, or route to existing Cash App functionality. These AI-Powered Features are informational only and do not provide financial, investment, legal or tax advice. You remain responsible for reviewing and confirming all actions before execution, and no action will occur without your explicit confirmation.

6. Sponsored Accounts

a. Description and Eligibility

i. **Description.** The Cash App Families program (“Families”) allows customers to create and authorize usage of Accounts for minors (each such Account, a “Sponsored Account”, subject to the eligibility requirements and limitations set forth below. “Teen” and “Child” (defined below) are collectively referred to as “Sponsored Persons”.

You will be required to attest to your relationship with any minor that you authorize to use a Sponsored Account. Cash App may also require additional

verification and qualifications, and may decline, or revoke at any time, authorization in its sole discretion.

ii. **Sponsored Accounts for Teens.** If you are twenty eight (28) years of age or older, you may, in our sole discretion, authorize the usage of Sponsored Accounts for minors who are thirteen (13) years of age or older (each such individual, a "Teen"). You must be at least fifteen (15) years older than a Teen to authorize their usage of a Sponsored Account. By authorizing a Teen's usage of a Sponsored Account, you represent and warrant that you are either (1) the Teen's biological or adoptive parent, or (2) the teen's guardian (as defined below).

For purposes of authorizing a Sponsored Account for a Teen, a "guardian" is defined as a legal guardian, and as permitted by applicable law, (i) a foster parent, (ii) a stepparent who resides in the same household as the Teen, or (iii) a grandparent who resides in the same household as the Teen.

iii. **Sponsored Accounts for Children.** You may, in our sole discretion, create a Sponsored Account for children who are six (6) to twelve (12) years of age (each such individual, a "Child"). By authorizing a Sponsored Account for a Child, you represent and warrant that you are either (1) the Child's biological parent, or (2) the Child's legal guardian. This feature is not currently available to residents of New York.

b. Ownership and Responsibility

i. For purposes of the Cash App Terms, any reference to your “Account” includes any associated Sponsored Accounts. You acknowledge that the Cash App Terms and Privacy Notice will apply to you with respect to each Sponsored Account and to each Sponsored Person, and you hereby accept all applicable terms and conditions on behalf of each Sponsored Person and Sponsored Account. You agree to and accept full responsibility and liability for the use of a Sponsored Account, including but not limited to (a) any transactions made by the Sponsored Account; (b) fees and charges resulting from any transaction made with the Sponsored Account; and (c) any other claims or liabilities, including tax, that may be incurred in connection with use of a Sponsored Account. You further acknowledge that you, and not the Sponsored Person are the legal owner of the Sponsored Account, and that you are responsible in full for all funds transferred to or held in the Cash App Balance and/or the Savings Balance, including any Savings Yield, as defined in the Cash App Savings Terms of Service.

ii. By authorizing a Sponsored Account, you represent that you have permission to allow us to use and share information about the Sponsored Person as described in the Privacy Notice and as allowed by applicable law. This includes information we may get from you, any Sponsored Person, and information about their transactions and use of a Sponsored Account.

iii. By authorizing a Sponsored Account for a Teen, you authorize, consent to, and approve of the Teen having control of the Sponsored Account. The Teen will be able to access, use, and withdraw any funds held in the Sponsored

Account, subject to any feature access requirements or limitations described in Section III.2.d (Feature Access) below, without prior transaction approval from, or notice to, you. Only the Teen may be able to access or transact using the Sponsored Account in the Cash App mobile and web applications ("in-app"); you may not be permitted to make any transactions from a Teen's Sponsored Account. The Teen's actions with respect to the Sponsored Account will have the same force and effect as if you had done them yourself, and therefore we are allowed to rely on any instruction to us by the Teen regarding the Sponsored Account. You allow us to discuss details of the Sponsored Account with a Teen.

c. Withdrawing or Terminating Your Authorization

i. You may withdraw your authorization at any time by contacting Cash App Support through the app or by calling 1-800-969-1940.

If your Account is suspended or terminated, your authorization for any Sponsored Accounts will be automatically withdrawn. Further, upon receipt of documentation indicating that you are deceased, your authorization for any Sponsored Accounts will be automatically terminated. Upon receipt of documentation indicating that a Sponsored Person is deceased, your authorization for that Sponsored Account will also be automatically terminated.

ii. If your authorization for a Sponsored Account for a Teen is withdrawn or terminated for any reason, you acknowledge and agree that any funds in the Teen's Cash App Balance will remain in the Sponsored Account. However, access to any features for the Sponsored Account may be limited, except to the extent the Teen seeks to Withdraw to a Linked Account. In the case of a deceased Sponsored Person, any funds remaining in the Sponsored Account will be distributed in accordance with applicable law.

The Teen may request a new sponsor for the Sponsored Account subject to the requirements in the Cash App Terms and Privacy Notice.

iii. Without limiting any other provision of these Cash App Terms, we may terminate your Account if any Sponsored Person associated with you violates these Cash App Terms.

iv. If your authorization for a Sponsored Account for a Child is withdrawn or terminated for any reason, the Sponsored Account will be closed, and any funds in the Child's Cash App Account will be transferred to your Account.

v. If the Sponsored Account is terminated, suspended or closed for any reason, we may take the steps outlined in Sections XXIII.9 (Termination of Account), XXIII.10 (Effect of Termination), XXIII.11 (Services Upon Closure of Account).

d. Feature Access

Sponsored Accounts will have access to certain Cash App features, such as Peer-to-Peer Transactions and the Cash App Card. Sponsored Accounts may not have access to all Cash App features, or access to such features may be limited. To access certain Cash App features like Savings Yield, you and the Sponsored Person may be required to accept additional terms, provide further information to Cash App, or open additional accounts with Cash App or its partners.

When you authorize a Sponsored Account for a Teen, you also authorize that Teen to "Add Money" to the Sponsored Account as outlined in Section VI.2 (Funding Your Cash App Balance.) To the extent an "Add Money" method is offered through a third party, you agree to and accept full responsibility for any Sponsored Person's use of such service for the Sponsored Account.

e. Limits for Sponsored Accounts

We reserve the right to impose transaction limits and to restrict spending from Sponsored Accounts at specific merchants or industries at our sole discretion. The maximum amount that can be added to a Sponsored Account Cash App Balance by direct deposit or bank transfer is $5,000 per day, and $10,000 per rolling 30-day period.

f. Account Graduation

i. Once a Child reaches the age of 13, the Sponsored Account will be eligible, with your authorization, to upgrade to additional features that are available to Teens. If the Sponsored Account is not upgraded by the time the Child is 16, the Sponsored Account will be closed.

ii. You agree that any Sponsored Person who has reached the age of 18 is subject to the Account eligibility and identity verification provisions described in Section III.1 (Eligibility and Account Registration) above. Once we verify the Sponsored Person's identity, a previously Sponsored Person will become the sole owner of the Sponsored Account, including the sole owner of any funds or other assets held in the Sponsored Account, including any interest credited to the account before and after Account Graduation, and any associated Cash App Card.

If the Sponsored Person does not provide the information described above, or if Cash App cannot adequately verify the Sponsored Person’s identity based on the information provided, Cash App may, in its sole discretion, restrict the use of their Sponsored Account and/or close the Sponsored Account. You acknowledge and agree that such restriction or closure may lead to any holdings in that Sponsored Account being liquidated.

g. Allowances

You may set up recurring P2P payments to your Sponsored Account(s) on a weekly, bi-weekly, or monthly basis. These payments will count towards your and the Sponsored Account's transaction limits.

h. Taxes

As you are the owner of the Sponsored Account, you are responsible for any applicable tax consequences of the Sponsored Accounts. If the Sponsored Person completes Account Graduation pursuant to Section III(2)(f) of these terms, the Sponsored Person assumes complete ownership of the Sponsored Account and responsibility for any applicable tax consequences that accrue going forward. However you are still responsible for any tax consequences regarding the Sponsored Account that accrued up to the point the Sponsored Person completes Account Graduation. If the Sponsored Person fails to complete Account Graduation for any reason, you will retain responsibility for any applicable tax consequences.

7. $Cashtags

You may choose a unique username for Cash App, which will be your "$Cashtag." If you choose a $Cashtag that is misleading or deceptive, we may change it.

You may select a unique alpha-numeric name to identify yourself on the Service (a "$Cashtag"). You may not select a $Cashtag that we believe, in our

sole discretion, misleads or deceives others regarding your business or personal identity or that creates an undue risk of chargebacks or mistaken payments. We reserve the right, in our sole discretion and without any liability to you, to require that you change your $Cashtag or Account Information, and to deactivate your account or reclaim or make unavailable your $Cashtag.

8. Cash App Fees

The fees for using Cash App are found in the "Account Opening Disclosures and Fees" Section I of these Cash App Terms. We reserve the right to charge for, or change the fees associated with, the use of Cash App at any time subject to reasonable notice and these Cash App Terms. A fee may be imposed by the Company or an ATM operator for use of the Cash App Card (defined below) at an ATM, including for a balance inquiry, and by any network used to complete the ATM transaction, as described in your Cash App Card Terms (defined below).

9. FDIC Pass-Through Insurance

a. Eligibility

Cash App is a financial services platform, and not an FDIC-insured bank. FDIC pass-through insurance only covers the failure of an FDIC-insured depository institution.

If you have a Cash App Card (as defined in Section VIII) or a Sponsored Account, or if you sponsor one or more Sponsored Accounts, your Cash App Balance and your Savings Balance are eligible for FDIC pass-through insurance through Wells Fargo Bank, N.A. Member FDIC, Sutton Bank, Member FDIC, and/or The Bancorp Bank, N.A., Member FDIC (each a "Bank," and collectively the "Banks"), if certain conditions are met. The FDIC insures your balance only in the event that the Bank identified above holding your funds fails.

If you do not have a Cash App Card or a Sponsored Account, and if you do not sponsor a Sponsored Account, your Cash App Balance and Savings Balance are not deposit products and not eligible for FDIC pass-through insurance. FDIC pass-through insurance does not cover Bitcoin or Investing holdings.

b. Coverage Limits

Eligible funds are insured up to $250,000, including principal and accrued interest, per customer when aggregated with all other deposits held in the same legal capacity in any of your other accounts at each Bank above, if certain conditions are met. For example, if you have multiple Cash App

accounts with a Cash App Card (including Sponsored Accounts), those accounts are aggregated with those at the same bank for purposes of the FDIC pass-through insurance limit, as they are held in the same legal capacity.

Eligible funds held at each Bank may be automatically swept into one or more sweep network banks. The total amount of FDIC pass-through insurance coverage available to you at each Bank and sweep network banks depends on the ownership capacity in which you hold your funds and the amount of deposits you already maintain at that Bank or sweep network banks. Because of system constraints, we currently do not permit customers to designate excluded Banks or opt out of any sweep network banks. You are responsible for monitoring your total deposits at each Bank or sweep network bank and understand that as a result, you may not be fully insured for all funds placed at a particular Bank or sweep network bank. A list of sweep network banks used by The Bancorp Bank, N.A. and Sutton Bank is available at https://www.intrafi.com/network-banks.

c. Exclusion of Pending Funds

If you have a Cash App Card or a Sponsored Account, or if you sponsor one or more Sponsored Accounts, your Cash App Balance and your Savings Balance are eligible for FDIC pass-through insurance only when they are received and held by a Bank and if certain conditions are met.

When you deposit money into your Cash App Balance and/or Savings Balance from an External Bank Account, it is transferred by a third party to an account at our Banks. Your funds will be eligible for FDIC pass-through insurance only when the designated Bank(s) receives those funds from the third party and if certain conditions are met. This means that even when we provide you with immediate or early access to the funds sent to your Cash App account, there could be a delay between the time that those funds are credited to your account and when the funds are received by the Bank(s). During that delay, your funds are not eligible for FDIC pass-through insurance if the Bank holding those funds fails. For avoidance of doubt, pending balances are not subject to FDIC pass-through insurance.

d. Banks

If you have a Cash App Card or a Sponsored Account, or if you sponsor one or more Sponsored Accounts, we will place your funds in one or more Banks, where they will, subject to certain conditions, be eligible for pass-through FDIC insurance, up to applicable limits.

The availability of FDIC pass-through insurance is contingent upon our Banks complying with specific FDIC deposit insurance requirements. If the total funds you have at a particular Bank exceeds $250,000 per customer when aggregated with all other deposits held in the same legal capacity in any of your other accounts at that Bank, the amount in excess of $250,000 could be lost if that Bank should fail.

The Banks currently include:

Wells Fargo Bank, N.A., Member FDIC

Sutton Bank, Member FDIC

The Bancorp Bank, N.A., Member FDIC

We may add or remove a Bank at any time and without notice. We will update this section to reflect any changes.

10. Gift Cards

"Gift Cards" for a designated merchant to a Recipient have been discontinued. Any existing Gift Card balance has been converted to its cash value equivalent and added to your Cash App Balance.

IV. Communications and Devices

Here's where we describe our communications to you and your (i) consent to receive texts from us and (ii) make representations regarding texts we send to others relating to your payments. You also consent to us sending you email communications. You can opt out of communications in ways that are specific to

that communication method, such as by unsubscribing from emails, or replying to text messages with 'STOP'.

1. Text Messages and Other Communications

By providing us with a mobile number, either when you sign up for an Account or update the contact information associated with your Account, you consent to receiving text (SMS) messages and push notifications from us. Such communications may include, but are not limited to requests for secondary authentication, receipts, reminders, notifications regarding updates to your account or account support, and marketing or promotional communications. You acknowledge that you are not required to consent to receive promotional texts or calls as a condition of using the Services. Call and text message communications may be generated by automatic telephone dialing systems. Standard message and data rates applied by your cell phone carrier may apply to the text messages we send you.

If you provide us with the mobile number of any other person or entity when initiating or requesting a payment through the Service, you represent and warrant to us that the person or entity has consented to receive text messages from us related to that payment. Standard text messaging rates may apply based on your plan with your mobile carrier.

You may opt-out of receiving promotional email communications we send to you by following the unsubscribe options on such emails. You may opt out of any promotional phone calls by informing the caller that you would not like to receive future promotional calls.

You may opt-out of SMS messages from the Company by replying "STOP" or by changing your notification preferences in the app. After you send the SMS message "STOP" to us, we will send you an SMS message to confirm that you have been unsubscribed. After this, you will no longer receive SMS messages from us. If you are experiencing issues with SMS you can reply with the keyword "HELP" for more assistance, or you can get help directly by contacting Cash App support. Carriers are not liable for delayed or undelivered messages. Message frequency may vary. If you have any questions about your text plan or data plan, it is best to contact your wireless provider.

You acknowledge that opting out of receiving communications may impact your use of the Services.

2. Compatible Mobile Devices and Third Party Carriers

We do not warrant that the Services will be compatible with your mobile device or carrier. Your use of the Services may be subject to the terms of your agreements with your mobile device manufacturer or your carrier. You

may not use a modified device to use the Services if the modification is contrary to the manufacturer's software or hardware guidelines, including disabling hardware or software controls—sometimes referred to as "jail broken."

3. AI-Powered Interactions.

a. **General**. AI-Powered Interactions. By using the Services, you agree that we may provide certain communications and functionality through AI-Powered Interfaces. These interactions may display potential actions, provide usage summaries, or natural language responses to a chat. These communications are informational and educational in nature, generated automatically, and may not reflect your full circumstances.

b. **Not a Financial Advisor; No Fiduciary Duty**. AI-Powered Chat and Interfaces do not provide financial, legal, investment, or tax advice, and their outputs do not create an advisory, brokerage, or fiduciary relationship. Any responses, displays, or summaries provided by AI-Powered features are general, automated, and should not be relied upon as personalized advice or expert judgment. You bear the ultimate responsibility for evaluating the information provided by or in connection with any AI-Powered features. You are solely responsible for confirming any action suggested by AI-Powered features before execution, and no transaction will occur without your explicit confirmation. Where appropriate, you should seek advice from qualified professionals.

c**. User Review and Confirmation**. You remain responsible for confirming or declining any actions. All actions initiated through AI-Powered features require your proactive review and explicit confirmation within the Service prior to execution; no transaction, transfer, setting change, or instruction will be executed solely on the basis of a conversational interaction.

V. Data and Service Usage and Ownership

1. Your Content

You retain all rights to your content when you upload it into our services, but you do give us broad rights to use, modify, display your content in our services. You can see specifics on the rights you grant us below.

Also, anything you provide us or make available to the public through our services must not contain anything that we think is objectionable (e.g., illegal, obscene, hateful or harmful to you, our customers or us). We can remove any content at any time.

The Services may include functionality for uploading or providing suggestions, recommendations, feedback, stories, photos, documents, logos, products, loyalty programs, promotions, advertisements and other materials or information (“Content”).

You grant us and our subsidiaries, affiliates, and successors a worldwide, non-exclusive, royalty-free, fully-paid, transferable, irrevocable, perpetual, and sub-licensable right to use, reproduce, modify, adapt, publish, prepare derivative works of, distribute, publicly perform, and publicly display your Content throughout the world in any media for any reason, including to provide, promote, and/or incorporate into the Services. You retain all rights in your Content, subject to the rights you granted to us in these Cash App Terms. You may modify or remove your Content via your Account or by terminating your Account, but your Content may persist in historical, archived or cached copies and versions thereof available on or through the Services.

Except where prohibited by law, you will not upload or provide Content or otherwise post, transmit, distribute, or disseminate through the Services any material that: (a) is false, misleading, unlawful, obscene, indecent, lewd, pornographic, defamatory, libelous, threatening, harassing, hateful, abusive, or inflammatory; (b) encourages conduct that would be considered a criminal offense or gives rise to civil liability; (c) breaches or infringes any duty toward or rights of any person or entity, including rights of publicity, privacy or intellectual property; (d) contains corrupted data or any other harmful, disruptive, or destructive files; (e) advertises products or services competitive with the Company's or its partners' products and services, as determined by us in our sole discretion; (f) in our sole judgment, is objectionable, restricts or inhibits any person or entity from using or enjoying any portion of the Services, or which may expose the Company, its affiliates or its customers to

harm or liability of any nature; or (g) violates any provision of the Cash App Generative AI Terms of Use.

Although we have no obligation to monitor any Content, we have absolute discretion to remove Content at any time and for any reason without notice. The Company may also monitor such Content to detect and prevent fraudulent activity or violations of the Cash App Terms. You understand that by using the Services, you may be exposed to Content that is offensive, indecent, or objectionable. We take no responsibility and assume no liability for any Content, including any loss or damage to any of your Content.

2. Security

We take security incredibly seriously, but can't guarantee that bad actors will not gain access to your personal information. You need to do your part by keeping your passwords safe, being smart about who has access to your account and which of your devices can access our services, and letting us know if you think an unauthorized person is using your account.

If there is ever a dispute about who owns your account, we are the decider.

We have implemented technical and organizational measures designed to secure your personal information from accidental loss and from unauthorized access, use, alteration, or disclosure. However, we cannot guarantee that

unauthorized third parties will never be able to defeat those measures or use your personal information for improper purposes. You provide your personal information at your own risk.

You are solely responsible for safeguarding your password and for restricting access to the Services from your compatible mobile devices, computers, or through remote access. You will immediately notify us of any unauthorized use of your password or Account or any other breach of security. Notwithstanding Sections XXIII.19 and XXIII.20, in the event of any dispute between two or more parties as to account ownership, we will be the sole arbiter of such dispute in our sole discretion. Our decision (which may include termination or suspension of any Account subject to dispute) will be final and binding on all parties.

3. Your License

We grant you a limited, non-exclusive, revocable, non-transferable, non-sublicensable license to use the Services, as authorized in these Cash App Terms. We may make updates to the Services available to you, which you must accept to continue using the Services. This means you must ensure that you are using the most recent version of Cash App, which may require you to download and install updates manually. Any such updates may be subject to additional terms made known to you at that time. Your license includes access to any AI-Powered features made available in the Services.

Such features may evolve over time, and we may add, modify, or suspend AI-Powered features at our discretion.

4. Ownership

While we're happy to let you use our services, you don't have any ownership rights in them. We can act on any ideas you share with us about how we can improve our products and services free of charge.

We reserve all rights not expressly granted to you in these Cash App Terms. The Services are protected by copyright, trademark, patent, and other laws of the United States and other countries. We own all rights, title, interest in and to the Services and all copies of the Services. These Cash App Terms do not grant you any rights to our trademarks or service marks.

For the purposes of these Cash App Terms, "Intellectual Property Rights" means all patent rights, copyright rights, mask work rights, moral rights, rights of publicity, trademark, trade dress and service mark rights, goodwill, trade secret rights, and other intellectual property rights that may exist now or come into existence in the future, and all of their applications, registrations, renewals and extensions, under the laws of any state, country, territory or other jurisdiction.

You may submit feedback, comments, or ideas about the Services (“Ideas”). Submitting Ideas is entirely voluntary, and we will be free to use such Ideas as we see fit and without any obligation to you.

5. Sharing of Your Information

We will share Account Information and transaction information, including your name, the amount, and a description, with the other party to your transaction and in accordance with our Privacy Notice.

AI-Powered Processing. AI-Powered Chat and Interfaces may access and process your Account Information, transaction history, balances, and usage patterns to generate contextual responses and display potential actions. Such processing occurs solely within Cash App’s existing architecture and pursuant to our Privacy Notice.

6. Copyright and Trademark Infringement

We respect the intellectual property rights of others and ask you to do the same. We have adopted a Copyright and Trademark Policy regarding any third-party claims that your material infringes the rights of others. We respond to all valid notices of such infringement, and our policy is to suspend or terminate the accounts of repeat infringers.

VI. Cash App Balance

You may store or deposit funds in your Account, and these make up your balance ("Cash App Balance").

1. Cash App Balance

a. Available Funds

Your Cash App Balance consists of the funds in your Account. Not all funds in your Cash App Balance are available to use for payments. You are solely responsible for ensuring you have enough available funds in your Cash App Balance to complete any payments through the Service. Funds in your Cash App Savings Balance, transfers into your Account that have not been credited to your Account, and funds subject to an authorization hold do not count towards the funds available in your Cash App Balance.

Your Cash App Balance may fluctuate throughout the day as we receive and pay transactions. You agree that we may post and pay transactions from your Cash App Balance in any order, in our sole discretion, and we may change the posting and payment practices at any time without notice to you.

You are solely responsible for keeping track of your Cash App Balance and the transactions you make through your Account. We may reject any transaction that exceeds the funds in your Cash App Balance.

You agree to reimburse the Company for any fees, costs, or expenses it incurs as a result of insufficient or unavailable funds in connection with any payment made through the Service. If you make a payment that exceeds your Cash App Balance, you authorize us to charge any of your Linked Accounts for all or a portion of the payment and any applicable fees. We may reject any transaction or payment that exceeds the available funds in your Cash App Balance.

b. Authorization

Each time you instruct us through Cash App to add funds from a Linked Account or Direct Deposit (defined below) to your Cash App Balance or make any other transfer, you authorize us to immediately debit that account at the time of the transfer for the amount instructed, either in a single or recurring transaction, as applicable. You are also authorizing us to move funds to your applicable Linked Account for instructions to add funds that are canceled or otherwise returned. You can cancel this authorization by unlinking your Linked Account from your Account. The Company may settle any “Add Money” transfer from your Linked Accounts using any electronic payment network or money movement system operating in the United States.

c. Limitations

The Company may impose limits on the amount you can keep in your Cash App Balance and reserves the right to change these limits at any time. Funds in your Cash App Balance might not be available to use for all types of transactions. If you have a Restricted Account, then you may not use your Cash App Balance to make payments to other Cash App Accounts (including Cash App Business Accounts) unless you first upgrade your Account.

d. Transferring Funds to Your Cash App Balance

There are several ways you can add funds to your Cash App Balance, which are described here. Subject to the limitations described in Section VI.1(c), you can transfer funds to your Cash App Balance in the following ways:

i. P2P Payments. Any P2P Payment you receive via the Peer-to-Peer Service will be stored in your Cash App Balance.

ii. Linked Accounts. You may use the “Add Money” function to deposit funds from a Linked Account to your Cash App Balance.

- Bank account. You may link an external bank account (“External Bank Account”) from which you may transfer funds to your Cash App Balance. By linking an External Bank Account, you represent and

warrant that the account is a U.S. bank account and that you are an authorized user on the External Bank Account.

- Debit card. You may link a debit card (“External Card”) from which you may transfer funds to your Cash App Balance. By linking an External Card, you represent and warrant that the card is valid and issued by a U.S. financial institution, that it bears the Visa, MasterCard, or Discover logo and that you are an authorized user on the External Card.

Your linked External Bank Accounts and External Cards are collectively referred to as "Linked Accounts." The Company may settle any "Add Money" transfer from your Linked Accounts using any electronic payment network or money movement system operating in the United States.

iii. Direct Deposit. You may direct payments made from your employer or otherwise to your Cash App Balance using the bank routing number and account number provided to you pursuant to the Cash App direct deposit program (the “Direct Deposit”). Deposits made using such bank routing number and account number will be credited to your Cash App Balance for use in accordance with these Cash App Terms. The maximum amount that can be added to your Cash App Balance by Direct Deposit is $25,000 per transaction.

iv. Mobile Check Capture. Subject to the Mobile Check Capture Section of these Cash App Terms, we may also offer the ability to use a check to load funds to your Cash App Balance.

v. Paper Money Deposit. Subject to the Paper Money Deposit terms (see Section XVIII), we may also offer the ability to add cash to your Cash App Balance.

e. Transferring Funds to Your Bank Account

You can transfer funds from your Cash App Balance out to your Linked Account. These transfers can take up to three days or be made instantly for a fee. We may limit your ability to transfer funds to your bank account, based on the circumstances. For example, we may delay transfers while we screen for fraud or risks. You will not be able to cancel the transfer.

i. Transfers to Your External Bank Account. You may electronically transfer funds from your Cash App Balance to your Linked Account. The Company may settle these electronic transfers in the amount you instruct, using any electronic payment network or money movement system operating in the United States. You will not be able to cancel the transfer. Standard transfers to your Linked Account will typically arrive within three (3) business days.

Mastercard-branded debit cards are not eligible for standard transfers to your Linked Account. If you link a Mastercard-branded debit card and want to complete a standard transfer, rather than an Instant Transfer, you will be required to link an External Bank Account.

ii. Instant Transfer. If this feature is available to you, you may Withdraw from your Cash App Balance to certain Linked Accounts subject to the fees detailed in the Instant Transfer experience. The Company may settle these electronic transfers in the amount you instruct, using any electronic payment network or money movement system operating in the United States. Funds are typically available within minutes.

iii. Limitations. The Company may limit the number and amount of transfers you can initiate from your Cash App to your Linked Account. We reserve the right to delay or further limit such transfers at our discretion to protect the Company or a third party against the risk of reversals, chargebacks, claims, fees, fines, penalties and other liability. In addition, you may not transfer funds from your Cash App Balance to your Linked Account to evade a payment investigation. If you attempt to transfer your Cash App Balance while we are conducting an investigation, we may hold your funds at our discretion to protect the Company or a third party against the risk of reversals, chargebacks, claims, fees, fines, penalties and other liability. We also may defer or redirect payout or restrict access to your funds as necessary to comply with applicable law, subpoena or court order, or if requested by any governmental entity. You will remain liable for all obligations related to your Account even after the Account is closed.

f. Preauthorized Transfers

You are able to set up preauthorized transfers into your Cash App Balance ("Auto Reload") and Cash App Savings Balance ("Auto Save"). Copies of your authorizations for both products can be found on Cash App.

i. For Auto Reload, you can authorize transfers into your Cash App Balance from an external account using the linked debit card you select. You can schedule these transfers on a recurring basis or if your Cash App Balance reaches an amount that is below an amount that you set. Once you authorize these transfers, we will automatically transfer funds from your external account using the linked debit card you select to your Cash App Balance pursuant to your instructions. Your Auto Reload will be disabled if you request a cancellation or stop payment pursuant to the process outlined below, or if you unlink the debit card used from your Cash App Account. We reserve the right to cancel your Auto Reload at any time at our sole discretion.

ii. For Auto Save, you can authorize scheduled, recurring transfers into your Cash App Savings Balance from either your Cash App Balance or an external account using the linked debit card you select. Auto Save transfers using your Cash App Balance are subject to a $1 minimum per transfer, and transfers using a linked debit card are subject to a $10 minimum per transfer. Once you authorize your transfer, we will automatically transfer funds from your Cash App Balance or external account using the linked debit card you select to fund your Cash App Savings Balance pursuant to your instructions. Your Auto Save can be disabled at any time and for any reason at our

discretion, including but not limited to scenarios where your request to cancel or stop payments pursuant to the process outlined within these terms, if you unlink the debit card used for these transfers from your Cash App Account, if you delete the savings goal your preauthorized transfer is funding, or if there are three consecutive failures to transfer your funds into Cash App.

iii. Cancellation & Stop Payment: To cancel authorizations or to request a stop payment for scheduled Auto Reload and/or Auto Save Transfers, you have a few options You can:

- Cancel scheduled payments within Cash App,
- Write us using the Cash App Support feature available on Cash App, or
- Call us at (800) 969-1940 for assistance.

Please note, we will attempt to stop or cancel any transfer ahead of the scheduled date, but we are not responsible for any failure to honor such a request if it is received within three business days of the scheduled transfer.

2. Cash App Savings

Cash App offers a savings feature (“Cash App Savings”) that is described in the Cash App Savings Terms of Service. If you are eligible and choose to use the Cash App Savings feature, you agree to the Cash App Savings Terms of Service.

See Cash App Terms of Service, Section IV, Subsection 1(f) ("Preauthorized Transfers") for important information regarding Auto Save and preauthorized transfers into your Cash App Savings Balance.

3. Treatment of Funds

If you do hold funds in your Cash App Balance and/or your Savings Balance, the Company will hold such funds separate from its corporate funds and will not use your funds for any corporate purposes, nor will the Company voluntarily make your funds available to its creditors in the event of bankruptcy. The Company could combine your funds with the funds of other customers and pool these funds into one or more bank accounts in the Company's name.

By maintaining funds in your Cash App Balance and/or Savings Balance, you appoint the Company as your agent for the purpose of holding your funds at our Banks or a brokerage at the Company's sole discretion. This includes the right to conduct cash management through overnight sweep operations. These sweep operations allow the Company, through banking partners, non-bank money market mutual funds, or third-party brokerages to manage your funds. Funds held with our Banks remain eligible for FDIC pass-through deposit insurance, subject to certain conditions, in the event a Bank holding your funds fails. For more information about FDIC-pass through insurance, see Section III(8). FDIC Pass-Through Insurance. Funds held with third-party brokerages are not eligible for FDIC pass-through deposit insurance. Access

to your funds is only available through Cash App, and your funds cannot be obtained directly from the Banks or brokerages where the Company, as your agent, has deposited or swept your funds.

4. Interest

Unless you are enrolled in the Savings Yield feature (see the Cash App Savings Terms of Service), as consideration for your use of the Service, you irrevocably transfer and assign to the Company all of your rights in any and all interest accrued on you Cash App Balance and your Savings Balance funds that are held by the Company on your behalf.

5. Free Overdraft Coverage

a. General

Cash App offers you, if eligible, the ability to enroll in an optional, no-fee, and non-recourse overdraft feature ("Free Overdraft Coverage") that allows you to overdraw on your Cash App Balance for Cash App Card purchase transactions, but excluding ACH transfers, cash-back transactions, and ATM withdrawals ("Qualifying Transactions"), up to a specified amount no greater than $200 (the "Limit").

The Limit is determined by Cash App in its sole discretion based on your account history, direct deposit history, spending activity, and other risk-based factors. Your Limit may be adjusted from time to time in Cash App's sole discretion. Your Limit may be increased or decreased at any time by Cash App and represents the maximum amount by which you may overdraw on your Cash App Balance on Qualifying Transactions. Any changes to your Limit will be communicated to you and also displayed within your Cash App mobile application.

Free Overdraft Coverage is only available for Qualifying Transactions. Other transactions will continue to be declined if there are insufficient funds in your Cash App Balance.

b. Eligibility

Eligibility for Free Overdraft Coverage is determined by Cash App in its sole discretion. Among other factors, to be eligible for Free Overdraft Coverage, you must be a Cash App Green customer as outlined in Section XIX of the Cash App Terms of Service in these terms. You must continue to qualify as a Cash App Green customer each month to maintain your enrollment in Free Overdraft Coverage. If you no longer qualify for Cash App Green, Cash App will terminate your enrollment in Free Overdraft Coverage and not approve any Qualifying Transactions that may result in an overdraft balance.

At any time, Cash App may in its sole discretion change the existing requirements or add additional requirements at any time that you must meet in order to enroll or continue to use Free Overdraft Coverage.

c. Fees

Cash App will not charge you any fees or interest to be eligible or to use Free Overdraft Coverage. While there is no fee to use Free Overdraft Coverage, fees for related services continue to apply according to the terms associated with any such services, including third-party fees that may apply to certain types of Cash App Card transactions.

d. Repayment

Any funds deposited to your Cash App Balance with an overdraft balance will be automatically used to pay off the overdraft balance (“autopay”).

You may choose to opt out and disable autopay of your overdraft balance by contacting Cash App Support by either calling us at 1-800-969-1940 or using the chat function through your Account in the app. If you have disabled autopay, you can pay the overdraft balance manually in the Cash App mobile application.

You have no obligation to repay your overdraft balance and Cash App will have no legal or contractual claim or remedy against you based on your

failure to repay your overdraft balance. We will not engage in any debt collection activities if your overdraft balance is not repaid, place the outstanding balance with or sell it to a third party, or report to a consumer reporting agency concerning the overdraft amount.

e. Cancellation

You may cancel your use of Free Overdraft Coverage using the Cash App mobile application at any time. If you cancel your use of Free Overdraft Coverage, Cash App will not approve Qualifying Transactions that result in an overdraft balance on your Cash App Balance. If you continue to remain eligible for the feature, you may re-enroll at any time.

Cash App may suspend or terminate your use of Free Overdraft Coverage for any reason in its discretion, including failure to pay your overdraft balance within 90 calendar days. You agree that Cash App will not be liable to you or any third-party for any costs, fees, or losses associated with the termination of your access to Free Overdraft Coverage, including, but not limited to, insufficient funds fees, late fees, legal fees or other charges.

VII. Peer-to-Peer Service

1. Description Of Service

The peer-to-peer Service (“Peer-to-Peer Service”) allows you to send funds or receive funds for peer-to-peer personal, non-commercial purposes.

2. Sending Funds

You will be able to send funds using our P2P service if you have a linked External Bank Account or linked a credit card. If you have a Prepaid Account or Debit Flex Account you will also be able to send funds using our P2P service from your Cash App Balance. You authorize us to move funds on your behalf. We won’t be responsible for certain incomplete transactions, as described here.

a. General

Once you have opened an Account and have one or more Linked Accounts, you will be able to send funds using the Peer-to-Peer Service. For purposes of this Section VII, a Linked Account may include certain credit cards issued by a U.S. bank or financial institution bearing the Visa, Mastercard, Discover, or American Express logo. Note that you cannot send funds using your Cash App Balance until you have given us certain information and we have verified your identity, as set forth above. This means that until (a) you give us this information (b) we verify your identity and (c) you have a Prepaid Account or Debit Flex Account, you will not be able to use the Cash App Balance to send funds using the Peer-to-Peer Service. With a Restricted Account, you will not be able to make a payment to another Cash App customer (including a Cash

App Business Account) using your Cash App Balance. You may only send funds with the Peer-to-Peer Service using certain Linked Accounts. As a party initiating a transfer (“Sender”), you will send funds to your selected recipient (“Recipient”) by designating the Recipient, the funding source, and the transfer amount to us (a “Payment Instruction”).

b. Authorization

By initiating each Payment Instruction, you authorize us to debit your Cash App Balance or Linked Account by the amount you specify, and to send those funds to your designated Recipient (a “P2P Payment”) immediately upon your request. By submitting a Payment Instruction, you are also authorizing us to move funds to your applicable Linked Account or Cash App Balance for P2P Payments that are canceled or otherwise returned. You can cancel this authorization by unlinking that Linked Account from your Cash Account.

You understand and agree that when you initiate a P2P Payment Instruction, processing will begin, and funds will leave your Cash App Balance or Linked Account as early as the moment you initiate the Payment Instruction. However, we will complete the transfer of funds to the Recipient once the Recipient has provided all required information. You hereby authorize and direct us to retain such funds until the earlier of such time as the Recipient has provided all required information or fifteen (15) days.

c. Our Liability

We shall incur no liability if we are unable to complete a P2P Payment Instruction because of inaccurate or insufficient Payment Instructions, or the failure of the Recipient to claim the P2P Payment, or because either you or the Recipient does not provide us with any information that we request, or we are unable to verify your identity or the identity of the Recipient to our satisfaction.

3. Funding Sources Used for Payments Made Through the Service

You may link a bank account to Cash App to fund payments. The Company reserves the right to limit which banks or what types of accounts constitute a Linked Account. When you initiate a payment through the Cash App, if you have a Restricted Account, then you will not be able to make a payment to another Cash App customer (including a Cash App Business Account) using your Cash App Balance. If you have a Restricted Account and you wish to make a payment to another Cash App customer, you may: (1) use a Linked Account; or (2) upgrade to a Prepaid Account or Debit Flex Account to make the payment with your Cash App Balance.

If you have a Prepaid Account or Debit Flex Account and have sufficient funds in your Cash App Balance to satisfy the full payment amount you can choose whether you want the payment fulfilled by your Cash App Balance or

a Linked Account. If you do not have sufficient funds in your Cash App Balance to cover the full transaction, then you may choose the funding source from your Linked Accounts.

4. Requesting Funds

You may also request funds to be transferred to you through the Peer-to-Peer Service by designating the amount of funds requested and your selected Sender (a “Cash Request”). If the Sender approves your Cash Request, your Cash Request will become the Sender’s Payment Instructions and be processed as described in these Cash App Terms.

5. Receiving Funds

Any P2P Payment you receive via the Peer-to-Peer Service will be stored in your Cash App Balance.

6. **Peer-to-Peer Pools**

a. Description and Eligibility

Peer-to-Peer Pools (“Pools”) provide a service for an “Organizer” to create a temporary balance of their Cash App Balance (a “Pool”) to receive funds for a specified purpose, and for “Contributors” to contribute funds to a Pool. Neither Cash App Business Accounts nor Restricted Accounts may organize a Pool.

A Pool is not a separate Cash App Account. It is not a bank account, collective investment, investment, or savings account. You will not earn interest on contributions you receive in a pool. It remains the Organizer’s responsibility to ensure that the use of the contributions complies with applicable laws.

b. Organizing a Pool

You, as Organizer, may only use Pools to solicit contributions for personal use. You must have an Account in good standing to organize a Pool. Your Cash App Account must remain in good standing for the duration of the Pool.

By organizing a Pool, you are creating a temporary balance of your Cash App Account. You must have verified your identity with Cash App to create a Pool, and you agree to provide us with any information we may request to confirm your identity or any information we request. We may place a time limit on how long a Pool may be active, after which time the funds will still be able to be withdrawn or otherwise used as permitted in these Cash App Terms, but the Pool may no longer receive contributions.

You may only organize a Pool on your own initiative. This means you have not been instructed by somebody else to organize the Pool, and you are not acting on behalf of anyone else.

You, as Organizer, shall accurately describe what the contributions will be used for, and you must use the contributions for the purpose(s) stated in the Pool. You may not use the contributions for any of the Prohibited Uses outlined below. You are solely responsible for any false, inaccurate, or misleading Pool or content in a Pool, and for any misuse of contributions.

You, as Organizer, own the money in your Cash App Account, including the contributions received in a Pool. However, you may not use contributions for purposes other than those stated in your Pool. It is solely your responsibility to use the funds for any particular purpose, including the stated purpose of the Pool.

We will incur no liability if the contributions are not used in accordance with the stated purposes of the Pool. We are not liable and assume no rights, title, or obligations in relation to the contributions collected in the Pool which are payments received by the Organizer from Contributors. Any disputes with Contributors in relation to the Pool or the use of contributions are the responsibility of the Organizer.

You, as Organizer, may not solicit contributions from any Contributor who is a New York resident unless the Contributor has a Cash App account.

c. Contributions

Contributions you (as Organizer) receive in a Pool will be held in a temporary balance of your Cash App Account. You must transfer contributions to your Cash App Balance before you can use them to make a payment or withdrawal.

d. Pool Content Standards

You may not post any content within the Pool, either as Organizer or Contributor, that in any way violates the Cash App Terms or the Cash App Acceptable Use Policy. You may not falsely assert, suggest, or imply that contributions to a Pool are tax deductible.

e. Prohibited Uses

You may not use Pools for the explicit or implicit purpose of or involving:

- any activity or purpose that violates the Cash App Terms or the Cash App Acceptable Use Policy;
- any unlawful activity or purpose;
- raising funds for charities;
- the sale of goods or services;
- any business purposes;

- a political campaign or otherwise for the benefit of a political party, political figure, or candidate for office;
- any attempt to collect contributions for a minor without the permission of the minor's guardian;
- securities, cryptocurrency or digital currency, investment opportunities, debt or equity, revenue sharing, annuities, investments, loans, credit, etc.; or
- offering any incentive, ownership interest, return, interest, benefit, rewards, or perks in return for a contribution to your Pool.

f. Contributing to a Pool

You, as a Contributor, are not required to create or maintain a Cash App Account to contribute to a Pool, unless you are a New York resident. New York residents must create or maintain a Cash App account to contribute to a Pool. These Terms govern Contributors who contribute through a Cash App Account. Contributions by Contributors who contribute without a Cash App Account are governed by the Terms of Service for Pools Contributors (No Account).

All contributions to a Pool are made at your own risk. All contributions belong solely to the Organizer. The Pool title and description are provided by the Organizer, not us. We assume no responsibility to verify or enforce Pool purposes, titles, or descriptions. If contributions are not used for the stated purpose, a Contributor's only recourse is against the Organizer. We have no

liability towards any person or third party that is identified in the Pool as the intended recipient of contributions to the Pool.

Contributing to a Pool is the same as sending money directly to the Organizer and all funds contributed to the Pool are the property of the Organizer at the time they are contributed. All decisions and determinations regarding the use, disbursement, or refunds of contributions are solely in the discretion of the Organizer. You should not contribute to a Pool unless you personally know and trust the Organizer.

You agree to provide us with any information we may request to confirm your identity or any other information we request.

g. Limits and Termination

We may impose limits on Pools in our sole discretion, including limits on the amount that you can contribute to, receive in a Pool or the number of Pools that you can organize or contribute to in any period of time.

If we believe that you have breached these Terms, we may suspend or terminate your Pool, hold the contributions in your Cash App Account, remove violative content, and/or terminate, suspend or take any action related to your Cash App Account in accordance with the provisions of the Cash App Terms. Because any Pool you create is a temporary balance of your Cash App Account, we retain all rights detailed in the Cash App Terms

with respect to the Pool, including but not limited to the right to set off negative balances.

h. Fees

We don't charge fees to organize a Pool.

When you use your Cash App Account to send money to, or receive money in, a Pool, applicable fees apply and are set forth in the Cash App Terms under "Peer-to-Peer Service Fees." Before using Pools, you should consult your own tax, legal, financial, or other advisor as appropriate.

7. Peer-to-Peer Service Payment Amount Limits

If you're sending large amounts of money over certain thresholds, you will need to provide additional identification information so that we can make sure you are who you say you are.

We will require you to provide us with additional identification information if you wish to send more than your limits in any one transaction or in multiple transactions. We may impose transaction limits over any period of time and over the lifetime of your account, subject to some restrictions. We may adjust these limits at any time at our discretion.

8. Peer-to-Peer Service Fees

You can send money to others through our P2P service for free, unless you choose to send funds using a credit card. We can change these fees in the future.

There are currently no fees for sending funds using the Peer-to-Peer Service unless you are sending funds using a credit card. The fee for sending funds using a credit card for the Peer-to-Peer Service will be displayed at the time of the transaction. We reserve the right to charge for or change the fees associated with use of the Peer-to-Peer Service at any time with reasonable notice, subject to these Cash App Terms.

9. Payment Cancelation, Stop Payment Requests and Refused Payments

Our ability to stop or cancel a P2P Payment Instruction depends on how the Payment Instruction was initiated, and whether the Payment Instruction has begun processing. We are not required to stop, cancel, or recover funds associated with a misdirected Payment Instruction.

P2P Payments not claimed by a Recipient fifteen (15) days after the processing has begun will be canceled automatically. We will attempt to return any unclaimed, refused, refunded, prohibited, or denied P2P Payment to your Cash App Balance or Linked Account, as applicable. If we are not

able to do so, we may use other reasonable means to return the P2P Payment to you, as permitted by applicable law.

10. Invalid P2P Payments

If we believe you received a payment that should not have been made for some reason (for example, fraud), you give us permission to reverse that payment. We are not responsible for any payments that you receive, even if you don't know who sent the payment.

If you receive a P2P Payment and we later determine in our sole discretion that the P2P Payment was invalid for any reason, you hereby authorize us to move funds from the applicable Cash App Balance or Linked Account in an amount equal to the P2P Payment.

You acknowledge and agree that we will not be liable in any way for any P2P Payments that you may receive, regardless of whether you authorized the Sender to send them to you.

11. Risk of Fraudulent Transactions

Be on the lookout for fraud and scams. While we make efforts to identify and reduce the impact of scams on our customers, you should be aware and

vigilant that scams may result in the loss of your funds with no recourse. See Section XII, Transaction Information and Disputes for more information regarding errors and unauthorized transactions on your account.

VIII. Cash App Card

1. Cash App Card Programs

Cash App offers two card programs: the Cash App Visa® Prepaid Card program for Prepaid Accounts (the "Prepaid Card") and the Cash App Visa® Debit Flex Card program for Debit Flex Accounts (the "Debit Flex Card" and collectively with the Prepaid Card, the "Cash App Card"). Please see your cardholder agreement with the issuing bank for the applicable terms for each program. Unless otherwise specified, the term "Cash App Card" refers to both the Prepaid Card and the Debit Flex Card.

2. Issuance of the Cash App Card

The Company may arrange for an issuing bank to provide you with access to a Cash App Card. By ordering and/or using the Cash App Card, you agree to the issuing bank's terms and conditions, as applicable (each the "Cash App Card Terms"), which may be updated from time to time. For avoidance of doubt, the applicable Cash App Card Terms are between you and the issuing bank of your card program, not the Company, and in the event of any

inconsistency between these Cash App Terms and the applicable Cash App Card Terms, the applicable Cash App Card Terms shall govern your use of the Cash App Card and your relationship with the issuing bank.

To activate the Cash App Card you will need to follow the directions provided by the Company.

You may have the option to design your own card. If you choose to redesign your card, we may charge an additional fee. We reserve the right to reject designs or signatures and card applications for any reason. Prohibited designs or signatures include, but are not limited to, designs or signatures that depict inappropriate subject matter, the intellectual property rights of others, or an ink-intensive design.

Once you receive your physical card in the mail you must follow the directions in the mailing to activate your card prior to use. Your personal identification number ("PIN") will be the code you set as your Cash PIN, and you may reset the PIN in the Cash App. Your physical card may be canceled, repossessed, or revoked at any time without prior notice at our discretion (including for depicting a prohibited signature) subject to applicable law.

3. Using the Cash App Card

Your Cash App Card may be used to make purchases with a merchant using any available amounts in your Cash App Balance. Upon activating the Service for the Prepaid Card, you instruct the Company to use the available funds in your Cash App Balance to load your Card Account (as defined in the Cash App Card Terms for the Prepaid Card) for making purchases with your Cash App Card. Upon activating the Service for the Debit Flex Card, you agree that we can draw funds from your balance with your Debit Flex Card for purchases that you make with your Cash App Card.

4. Payment Transaction Limits

You agree that you won't make a purchase or transaction in excess of the funds available in your balance and if you do, you agree that we can recover any negative balance.

Except for Afterpay on Cash App Card Transactions, you can only make transactions using your Cash App Card to the extent that you have funds in your Cash App Balance to support those transactions. You agree not to make a purchase or other transaction in excess of the funds available in your Cash App Balance. If you do make a purchase or other transaction that exceeds the funds available in your Cash App Balance, you agree that we can recover any negative balance incurred.

There are limits associated with your Cash App Card, which are available here. Withdrawal limits are available here. To the extent permitted by applicable law, Cash App may impose limits on the number or dollar amount of your spending or withdrawals that can be made on the Cash App Card; limit, block, or place a hold on certain types of transactions; and limit, suspend, or block transactions with particular merchants or other entities. ATM, POS, and other electronic terminal operators may impose their own lower limits. In order to protect your Cash App Card, Cash App may temporarily impose limits on the dollar mount, number, and type of transaction performed on your card.If you have more than one Cash App Card, the transaction limits linked above will be calculated across all of your Cash App Cards, regardless of the card issuer.

5. No Right to Stop Payment

You do not have the right to stop payment on a transaction originated with your Cash App Card.

6. “Lock Card” Feature

You may use the “Lock Card” feature of Cash App to disable your Cash App Card if you lose your Cash App Card or think it has been stolen.

In the event of a lost, stolen, or misplaced Cash App Card, or you otherwise want to prevent future transactions from your Cash App Card, you may disable your Cash App Card with the Cash App's "Lock Card" feature within the Cash App. Use of this feature will not prevent processing of pending transactions initiated prior to disabling your Cash App Card. In the event you have found your card, or otherwise want to enable a locked Cash App Card, you must select the "Unlock Card" option within the Cash App before your "locked" Cash App Card can be used for transactions. You are responsible for preventing unauthorized disabling and enabling activity on your device relating to your Cash App Card. Such activity, when not authorized, may be deemed invalid in the Company's sole discretion.

7. Card Cancelation

If we determine that you are no longer eligible for a Cash App Card, we will let the issuing bank know and your Cash App Card may be canceled without notice.

We may suspend access to or cancel your Cash App Card at our sole discretion. We will inform your issuing bank if we determine that you are no longer eligible for your Cash App Card. If you are no longer eligible for your Cash App Card it may be canceled at any time without notice as detailed in the applicable Cash App Card Terms and your funds will be returned to you unless they are the subject of an investigation into suspected unlawful

activity, or if the Company is otherwise required by law to withhold your funds.

8. Disclaimer

We make no guarantees regarding your Cash App Card and we are not responsible if it gets stolen, lost, destroyed, or used without your permission, except as otherwise described in these Cash App Terms.

Except as otherwise set forth herein or required by applicable law, the Company is not responsible if your Cash App Card is lost, stolen, destroyed, or used without your permission.

9. Afterpay on Cash App Card Transactions

For eligible customers with a Debit Flex Card, we may arrange for a lending partner to provide you with access to loans that will allow you to pay for certain Cash App Card transactions in installments (each, an “Afterpay Loan”). Each Debit Flex Card transaction made with the Afterpay toggle on is an “Afterpay on Cash App Card Transaction.” By applying for or taking out an Afterpay Loan, you agree to the lending partner’s terms (“Afterpay Loan Agreements”), which may be updated from time to time. For avoidance of doubt, the applicable Afterpay Loan Agreements are between you and the

lending partner, not the Company, and in the event of any inconsistency between these Cash App Terms or Cash App Card Terms and the applicable Afterpay Loan Agreements, the applicable Afterpay Loan Agreements shall govern the Afterpay Loan.

To qualify for Afterpay Loans, you must (a) be a resident of the United States (b) be at least 18 years and the age of majority in your State of residence, and (c) meet any other eligibility criteria set forth in the Afterpay Loan Agreement. Qualification for Afterpay Loans will be determined solely by criteria set by the lending partner. Among other actions, failure to repay prior Afterpay Loans or other adverse activity on your Cash App account may impact your eligibility for an Afterpay Loan.

We or the lending partner may limit the types of Cash App Card transactions that qualify for an Afterpay Loan. At any time, the Company may in its sole discretion change the existing requirements or add additional requirements that you must meet in order to be eligible for or continue to use Afterpay on Cash App Card Transactions.

We may suspend, restrict or terminate your use of Afterpay on Cash App Card Transactions at any time for any reason in our discretion, including failure to repay an Afterpay Loan.

IX. Virtual Currency Services

This section governs your use as an individual of the Virtual Currency (as defined below) services offered through Cash App.

Value of virtual currency can change quickly and dramatically, and can result in sudden and substantial losses including loss of the entire value of the virtual currency. You should therefore carefully consider whether transacting or holding Virtual Currency is suitable for you in light of your financial condition.

1. Definitions

Defined terms will have the same meaning as those found elsewhere in the Cash App Terms, unless otherwise re-defined in this section. Capitalized terms in these Virtual Currency Terms will have the following meanings:

"**External Virtual Currency Address**" means any Virtual Currency address, wallet, or account that is maintained outside of the Services, and is not owned, controlled, or operated by the Company.

"**Fiat Currency**" means U.S. dollars.

"**Hosted Balance**" means the Virtual Currency you have purchased for or deposited in your Virtual Currency Account (defined below) which you own and the Company holds for your benefit.

“**Supported Network**” means any blockchain network, second-layer protocol built on top of a blockchain network, or other Virtual Currency network or protocol that we may make available to you in connection with some or all of the Virtual Currency Services.

“**Virtual Currency**” means bitcoin and other virtual currency that may be purchased, sold, saved and transferred using the Cash App.

“**Virtual Currency Services**” means the bitcoin and other virtual currency services available in Cash App.

2. Virtual Currency Account

a. **Eligibility.** To be able to access and use the Virtual Currency Services, you must have a “Virtual Currency Account.” To register for a Virtual Currency Account you must: (a) have an Account, (b) be an individual person, not an entity, using the Virtual Currency Services for personal use, (c) be a resident of the United States, (d) be at least 18 years, and the age of majority in your State of residence, or older, (e) use the Virtual Currency Services in the United States, and (f) have provided the information as discussed in the next section.

b. **Identity Verification.** In order to use the Virtual Currency Services, you may be required to provide the Company with certain personal information in

addition to the Account Information, including, but not limited to, your name, address, telephone number, e-mail address, date of birth, taxpayer identification number, government identification number, and information regarding your bank account (e.g., financial institution, account type, routing number, and account number), source of funds and employment information. In submitting this or any other personal information as may be required, you verify that the information is accurate and authentic, and you agree to update the Company if any information changes.

c. **Availability.** The Company may not make all of the Virtual Currency Services available in all markets and jurisdictions, and may restrict or prohibit use of all or a portion of the Virtual Currency Services from certain states, territories, or jurisdictions ("Restricted Locations"). You must not attempt to use the Virtual Currency Services if you are located in any of those Restricted Locations. You must not attempt to circumvent any restrictions imposed via the Virtual Currency Services, such as by obscuring your IP address or submitting any inaccurate information regarding your location.

d. **Application of the Uniform Commercial Code.** All Virtual Currency credited to your Virtual Currency Account will be treated as "financial assets" under Division 8 of the California Uniform Commercial Code ("Division 8"). We are a "securities intermediary" as used in Division 8 with respect to Virtual Currency, and your Virtual Currency Account is a "securities account" as used in Division 8. As stated in Division 8, "the characterization of a person, business, or transaction for purposes of this division does not determine the

characterization of the person, business, or transaction for purposes of any other law, regulation, or rule," including the United States Commodity Exchange Act and any federal, state, or foreign securities law or regulation.

e. **Virtual Currency Custody and Title.** All Virtual Currency held in your Virtual Currency Account are custodial assets held by us for your benefit. Title to all Virtual Currency in your Virtual Currency Account shall at all times remain with you and shall not transfer to us. We will maintain on our books at all times a record of the amount and ownership of all such Virtual Currency held in your Virtual Currency Account. All interests in Virtual Currency we hold for customers are not Company property and are not subject to claims of our creditors. Except as required by law, or except as provided herein, we will not sell, transfer, loan, hypothecate, or otherwise alienate any Virtual Currency in your Virtual Currency Account unless instructed by you.

3. Purchasing Virtual Currency

a. **Funding.** In order to complete a purchase transaction via the Virtual Currency Services, you may use funds available in your Cash App Balance, or you may fund the transfer from an external funding source, subject to applicable limits. When you authorize us to pull funds from an external funding source into your Cash App account for the purpose of purchasing bitcoin, these funds may be credited to your account on a provisional basis before the transfer from the external funding source is finally settled, and we

may allow you to use those provisionally credited funds to buy bitcoin immediately. Any bitcoin or Cash App Balance obtained with such funds may be subject to withdrawal or transfer restrictions until the transfer from the external funding source is fully settled. If a funding transfer is reversed or otherwise fails to settle, you authorize Cash App to recover the amount of that failed transfer, including any associated fees, by debiting your Cash App Balance and, if necessary, by selling bitcoin or other assets in your Cash App account in an amount sufficient to satisfy the outstanding obligation to us. Any forced bitcoin sale will occur at prevailing market prices at the time of the sale as determined by Cash App in our sole discretion, and may result in additional fees. Forced sales, liquidations, or other recovery actions may constitute taxable events, and you are responsible for any tax reporting obligations or tax liability that results. If the proceeds of any sale or recovery action are insufficient to cover the balance due to us, you remain liable for the remaining amount, and your account access or account functionality may be restricted until the balance is repaid.

b. **Authorization.** When you submit a Virtual Currency purchase order (a "Buy") via the Virtual Currency Services, you authorize us to execute a Virtual Currency purchase transaction in the amount you instruct and debit your Cash App Balance or external funding source in the total amount of the Buy transaction, including any applicable fees.

c. **Buy Transaction.** To initiate a Buy you will choose the amount of Virtual Currency you wish to buy from the Company using Fiat Currency from your

Cash App Balance and tap “Buy”. You must have sufficient Fiat Currency in your Cash App Balance before submitting any “Buy” transaction. A “Buy” transaction is a sale from the Company to you. Once complete, your Hosted Balance will reflect the amount of Virtual Currency that you own. All right to and title in the Virtual Currency bought will pass from the Company to you. A Buy will not necessarily result in the Company broadcasting any transaction to a Virtual Currency network.

d. **Auto-Invest and Recurring Buys.** You may be able to set recurring Buy transactions to purchase Virtual Currency in Cash App (a “Recurring Buy”) at periodic intervals of your choosing. If you set up a Recurring Buy, you authorize and instruct the Company to debit Fiat Currency from your Cash App Balance or Linked Account (as applicable) in the amount you instruct for each Recurring Buy and on the periodic interval you instruct (e.g. daily, monthly, weekly). If there are insufficient funds in your Cash App Balance to fund a Recurring Buy, you authorize us to debit Fiat Currency from your Linked Account to fund the Recurring Buy. The Company will execute each Recurring Buy in the amount and interval you instruct. Recurring Buys will be placed as market orders at any time on the applicable day and will be executed at the then-effective Conversion Rate (defined below). Recurring Buys may not occur at the same time on each day of the periodic interval. You may not receive prior notification of Recurring Buys before they occur. The Company may set minimum transaction requirements for Recurring Buys. If you do not have sufficient funds available for any Recurring Buy in your Cash App Balance or Linked Account, we may make additional attempts

to pull funds, wait to retry on the next scheduled Recurring Buy, or cancel the Recurring Buy altogether. You may cancel Recurring Buys at any time. Recurring Buys will continue until canceled by you or the Company. The Company may cancel or modify any Recurring Buy for any reason in its sole discretion.

e. **Round-Ups.** You may be able to set recurring purchases of bitcoin each time you use your Cash App Card through the Round Ups feature (a "Round Up"). If you set up and enable Round Ups, you authorize and instruct the Company to debit Fiat Currency from your Cash App Balance to purchase bitcoin on your behalf for the Round Up amount each time your Cash App Card is used. The amount of each Round Up will be determined by "rounding up" your Cash App Card purchase to the next whole dollar amount when the Cash App Card transaction settles and purchasing bitcoin in that amount at the then-effective Conversion Rate (defined below). Your Cash App Card transaction may settle 1-3 days after you use your Cash App Card. Cash App Card transaction settlement times may vary, and the Cash App Card transaction amount may change (for example, if you add a tip). The price of Bitcoin may vary at the time a Round Up is made. The Company may set minimum transaction requirements for Round Ups. You may disable Round Ups at any time, but we may be unable to stop pending Round Ups. Cash App may cancel or modify any Round Up for any reason in its sole discretion. If you do not have sufficient funds available for any Round Up, we may make additional attempts to pull funds, wait to retry on your next Round Up, or cancel the Round Up altogether. In the event that a Round Up is made as a

result of an unauthorized Cash App Card transaction, you may submit a dispute to correct the Round Up by contacting Cash App Support.

f. **Square Bitcoin Conversions.** You may be able to set up daily recurring Buy transactions to purchase Virtual Currency in Cash App using a percentage of the proceeds of sales from a linked Square Account ("Square Bitcoin Conversions"). Cash App and Square are both operated by the Company. The Company may in its sole discretion set certain eligibility criteria for Square Accounts and Cash App Accounts to participate in Square Bitcoin Conversions and may change this criteria at any time without notice. If you enable Square Bitcoin Conversions, you authorize and instruct the Company to debit Fiat Currency from the linked Square account each day in an amount equal to a chosen percentage (up to any limits set by the Company in its discretion) of your daily proceeds of sales made on Square. The selected percentage of sales will be converted to bitcoin via a market Buy order each day at any time, executed at the then-effective Conversion Rate. You may not receive prior notification of Square Bitcoin Conversions before they occur each day. By enabling this feature, you acknowledge that the funds used for Square Bitcoin Conversions are owned by you personally and the bitcoin purchased using Square Bitcoin Conversions and held in your Cash App Account is for your personal use only. Once the funds are converted to bitcoin in your Cash App Account, they cannot be sent back to your Square Account. You may cancel or adjust Square Bitcoin Conversions at any time in your linked Square Account. Please see Square terms of service for terms applicable to your Square account for these transactions.

Square Bitcoin Conversions will continue until canceled by you or the Company. The Company may cancel Square Bitcoin Conversions for any reason in its sole discretion.

g. **No Guarantee.** The Company does not guarantee the availability of “Buy” transactions, and the act of purchasing Virtual Currency from the Company does not result in a guarantee that you may purchase supported Virtual Currency from the Company at a later time.

h. **Settlement.** We will use commercially reasonable efforts to complete transactions within two days of the date upon which you have initiated a “Buy” transaction via the Virtual Currency Services.

4. Transferring Virtual Currency

a. **Withdrawals.** You may transfer Virtual Currency, up to the total amount of Virtual Currency from your Hosted Balance to an External Virtual Currency Address, minus the fees detailed below (a “Virtual Currency Withdrawal”). You are solely responsible for providing accurate instructions and directions for any Virtual Currency Withdrawal, and we are not liable to you or any third party for any delay or loss incurred from a Virtual Currency Withdrawal executed according to your instructions. You should verify the accuracy of the External Virtual Currency Address prior to initiating a Virtual Currency Withdrawal. Virtual Currency Withdrawals may not be reversed or refunded

once they have been initiated. We do not have control over any Supported Network for any Virtual Currency Withdrawal and cannot guarantee that the Supported Network will confirm the transaction or execute it correctly.

b. **Deposits.** You may transfer Virtual Currency from an External Virtual Currency Address to your Hosted Balance, minus the fees detailed below and subject to the restrictions in these terms (a "Virtual Currency Deposit"). Only supported Virtual Currencies may be deposited with Cash App, and any Virtual Currency Deposit you initiate must conform to the protocols of the receiving Virtual Currency wallet. The person initiating a Virtual Currency Deposit is solely responsible for executing the transaction correctly, including payment of any applicable network fees. We are not responsible for any erroneous or delayed Virtual Currency Deposit for any reason, including erroneous instructions or address information. Virtual Currency Deposits must be recognized by the required number of network confirmations, or otherwise authorized pursuant to network confirmation requirements, for the relevant Supported Network, and may be delayed before appearing in your Hosted Balance.

c. **Transfer Limitations.** We may, in our sole discretion, impose limitations or restrictions on the size, type, or manner of any transfer transactions, such as a limit on the total amount of Virtual Currency that may be transferred.

d. **Transfer Fees.** We may charge fees for Virtual Currency Deposits or Virtual Currency Withdrawals, including fees imposed by the relevant Supported

Network if applicable, which will be shown to you at or prior to your confirmation of the transaction.

e. **Compatibility.** Only supported Virtual Currencies may be transferred to or from your Hosted Balance. We are not responsible for delay or loss associated with any attempted transfer transaction of unsupported Virtual Currencies or of any Virtual Currency transaction that is not made on a Supported Network or that is incompatible with the destination address.

f. **Transfer Settlement Risk of Loss.** Once a Virtual Currency Withdrawal or Virtual Currency Deposit is submitted to the Supported Network, the transaction will be unconfirmed and remain in a pending state for a period of time sufficient for the Supported Network to confirm the transaction, which can vary. A Virtual Currency Withdrawal or Virtual Currency Deposit is not complete while it is in a pending state. Pending Virtual Currency Withdrawals that are initiated from your Hosted Balance will be in a pending transaction state, and the relevant value of the pending Virtual Currency Withdrawal will not be available in your Hosted Balance. If your attempted Virtual Currency Withdrawal over a Supported Network fails, the relevant Virtual Currency amount will remain in your Hosted Balance. You bear the risk of loss of value once you have initiated a transfer transaction to or from your Hosted Balance in the event that the receipt of virtual currency is delayed and the value of virtual currency decreases during the period of delay. We are not responsible for delays or loss incurred as a result of any errors in the initiation of a

transfer transaction and have no obligation to assist in the remediation of such transactions.

g. **Third Parties.** We are not responsible for any goods or services that you may receive from, or any action by, a third party with respect to any transfer of Virtual Currency. We are not responsible for ensuring that a third party you transact with will complete the transaction or is authorized to do so. If you have a dispute with any third party with respect to any Virtual Currency transfer you should resolve the dispute directly with that third party.

5. Selling Virtual Currency

a. **"Sell" Transaction.** To initiate a “Sell” transaction, you will choose the amount of Virtual Currency you wish to sell to the Company from your Hosted Balance and tap “Sell”. In the event the “Sell” feature is available, the Company will then purchase such amount of Virtual Currency from you and deposit the value of Virtual Currency in your Cash App as Fiat Currency. The price you receive for any Virtual Currency sold to the Company may vary based on market factors, including the price and volume of the Virtual Currency you are attempting to sell.

b. **No Guarantee.** The Company does not guarantee the availability of “Sell” transactions, or your ability to sell Virtual Currency held in your Hosted

Balance. The act of selling Virtual Currency to the Company does not create a guarantee that you may sell Virtual Currency to the Company at a later time.

6. Peer to Peer Bitcoin Transfers

Cash App may allow you to initiate peer-to-peer bitcoin transfers to other Cash App customers within the app (each transfer, a “P2P Bitcoin Transaction”). P2P Bitcoin Transactions are “off-chain” transactions facilitated by the Company. As such they are not broadcast to the bitcoin network and will not be reflected on the public ledger. All bitcoin transferred via P2P Bitcoin Transactions are custodied by the Company. P2P Bitcoin Transactions may only be completed between Virtual Currency Accounts; if you initiate a P2P Bitcoin Transaction to a Cash App Account that is not an Virtual Currency Account, the recipient must take the necessary steps to become an Virtual Currency Account before the transaction will be completed. If the recipient fails to open a Virtual Currency Account for any reason within the required period of time, the attempted P2P Bitcoin Transaction will be voided and the bitcoin returned to your account. Once you accept a P2P Bitcoin Transaction, any subsequent P2P Bitcoin Transaction to you will be automatically completed into your Hosted Balance.

We reserve the right to charge for or change the fees associated with P2P Bitcoin Transactions at any time subject to these Virtual Currency Terms. Any

fees assessed will be reflected in app at or prior to your confirmation of the transaction.

We may impose transaction limits on P2P Bitcoin Transactions in our sole discretion. Fraudulent transactions may result in the loss of Virtual Currency with no recourse. It is your responsibility to provide accurate instructions for any P2P Bitcoin Transactions, and the Company is not responsible for any P2P Bitcoin Transactions facilitated based on inaccurate or incomplete instructions. P2P Bitcoin Transactions occur in bitcoin denominations (i.e. “satoshis”). You may have the option to choose an estimated amount of a P2P Bitcoin Transaction denominated in dollars. Prior to sending any P2P Bitcoin Transaction you will be shown the amount of the transfer denominated in bitcoin; it is your responsibility to ensure that the transfer amount in bitcoin is correct. All estimated denominations of P2P Bitcoin Transactions in dollars are based on the then-effective Conversion Rate and are not a guarantee or promise of the amount of bitcoin that will be transferred. The value of bitcoin can fluctuate rapidly and the Company does not guarantee the dollar value of any P2P Bitcoin Transaction. Bitcoin received via P2P Bitcoin Transaction may lose value, and recipients will not be reimbursed for such losses.

7. Fees

We may charge fees for Virtual Currency transactions within Cash App, including any purchase, sale, transfer, or transaction on any Supported Network. For any transaction you initiate, you agree to pay the fees shown to you at or prior to you confirming the transaction. We may change the fees at any time, with or without notice to you.

8. Conversion Rate

You may buy or sell Virtual Currency through the Virtual Currency Services. Any such buy or sell transaction is subject to the Company "Conversion Rate" for the given transaction. "Conversion Rate" means the price of Virtual Currency in terms of Fiat Currency as displayed in the Cash App once you have selected "Buy" or "Sell" and such Conversion Rate is the price in terms of Fiat Currency at which you may buy Virtual Currency from or sell Virtual Currency to the Company. You acknowledge that the Company may add a margin or "spread" between the quoted mid market price displayed on the Virtual Currency dashboard and the quoted buy or sell price and, as such, that the quoted buy price Conversion Rate may not be the same as the sell price Conversion Rate at any given time. You agree, as a condition of buying or selling Virtual Currency through the Cash App, to accept the Conversion Rate as the sole conversion metric. You have no obligation to accept the offered buy or sell price for Virtual Currency in the Cash App.

9. Risk Disclosure

GENERAL. VIRTUAL CURRENCY VALUES CAN FLUCTUATE SUBSTANTIALLY WHICH MAY RESULT IN A TOTAL LOSS OF THE VALUE OF THE VIRTUAL CURRENCY IN YOUR HOSTED BALANCE. THE SUPPLY OF VIRTUAL CURRENCY AVAILABLE TO THE COMPANY TO SELL TO YOU AND THE ABILITY OF THE COMPANY TO PURCHASE OR TRANSFER YOUR VIRTUAL CURRENCY DEPENDS ON THIRD PARTY PROVIDERS THAT ARE OUTSIDE OF THE COMPANY 'S CONTROL, THEREFORE, THE COMPANY MAKES NO PROMISES AS TO TIMING OF VIRTUAL CURRENCY PURCHASES, SALES, AND TRANSFERS. THE COMPANY DOES NOT OWN OR CONTROL ANY OF THE SOFTWARE PROTOCOLS THAT ARE USED IN CONNECTION WITH THE VIRTUAL CURRENCIES PURCHASED, SOLD, OR TRANSFERRED THROUGH THE VIRTUAL CURRENCY SERVICES. ACCORDINGLY, THE COMPANY DISCLAIMS ALL LIABILITY RELATING TO SUCH PROTOCOLS AND ANY PRICE FLUCTUATIONS IN VIRTUAL CURRENCY, AND MAKES NO GUARANTEES REGARDING THE SECURITY, FUNCTIONALITY OR AVAILABILITY OF SUCH PROTOCOLS.

FORKS. BY USING THE VIRTUAL CURRENCY SERVICES, YOU ACKNOWLEDGE AND AGREE THAT THE UNDERLYING PROTOCOLS ARE SUBJECT TO SUDDEN CHANGES IN OPERATING RULES (KNOWN AS "FORKS"), AND THAT SUCH FORKS MAY MATERIALLY AFFECT THE VALUE, FUNCTION, AND/OR EVEN THE NAME OF THE VIRTUAL

CURRENCY. IN THE EVENT OF A FORK, YOU AGREE THAT WE MAY TEMPORARILY SUSPEND OPERATIONS (WITH OR WITHOUT ADVANCE NOTICE TO YOU) AND THAT WE MAY, IN OUR SOLE DISCRETION, DECIDE WHETHER OR NOT TO SUPPORT (OR CEASE SUPPORTING) EITHER BRANCH OF THE FORKED PROTOCOL ENTIRELY. YOU ACKNOWLEDGE AND AGREE THAT THE COMPANY ASSUMES ABSOLUTELY NO RESPONSIBILITY WHATSOEVER IN RESPECT OF AN UNSUPPORTED BRANCH OF A FORKED PROTOCOL.

SYSTEM FAILURE. YOU ACCEPT ALL RISKS ASSOCIATED WITH THE USE OF THE VIRTUAL CURRENCY SERVICES TO CONDUCT VIRTUAL CURRENCY TRANSACTIONS, INCLUDING, BUT NOT LIMITED TO, IN CONNECTION WITH THE FAILURE OF HARDWARE, SOFTWARE, INTERNET CONNECTIONS, AND FAILURES RELATED TO ANY SUPPORTED NETWORK. THE NATURE OF VIRTUAL CURRENCY MEANS THAT ANY TECHNOLOGICAL DIFFICULTIES EXPERIENCED BY THE COMPANY MAY PREVENT THE ACCESS OR USE OF YOUR VIRTUAL CURRENCY.

Disruption Events. You agree that we are not liable for any price fluctuations in Virtual Currency. In the event of material market events or other prevailing circumstances, we may do one or more of the following: (a) suspend access to the Virtual Currency Services; or (b) prevent you from completing any actions via the Virtual Currency Services. We will not be liable for any losses suffered by you resulting from such actions. Following any such event, when Virtual Currency Services resume, you acknowledge that prevailing market

rates, including the Conversion Rate, may differ significantly from the rates available prior to such event.

Limitation of Liability. Our responsibility is limited to the exercise of ordinary diligence in operating the Virtual Currency Services and giving access to your Virtual Currency and in preventing access to your Virtual Currency by unauthorized persons. We are not responsible for any unauthorized access or loss or harm an unauthorized access may cause, unless caused only by our gross negligence or our willful misconduct. You will have no claim against us for loss of your Virtual Currency unless you prove that the loss was not caused or contributed to by you.

Risks Inherent to Virtual Currency. (a) Virtual Currency transactions are irreversible, and, accordingly losses due to fraudulent or accidental transactions may not be recoverable and the Company shall not be held liable for any fraudulent or accidental transactions, (b) Virtual Currency is not legal tender and is not backed by a government or central bank. As such, there is no protection, such as deposit insurance (including FDIC insurance), to cover any losses associated with Virtual Currency, (c) legislative and regulatory changes or actions at the state, federal or international level may adversely affect the use, transfer, exchange, and value of Virtual Currency or the functionality or availability of any Supported Network, (d) each Supported Network is maintained by a vast, unidentified private computer network spread around the world, and choosing to participate in Virtual Currency transactions on any Supported Network is at your own risk and based solely

on your own understanding of the Virtual Currency and Supported Network, (e) Virtual Currency is a target for fraud and the potential for fraud is especially likely when you engage in transactions with External Virtual Currency Addresses, (f) Virtual Currency is a target for hackers and hacking can occur even when you use the strongest security settings and as such your Virtual Currency may be irretrievably stolen, (g) your bank accounts are at increased risk of being hacked when linked to Virtual Currency accounts, (h) some Virtual Currency transactions shall be deemed to be made when recorded on a public ledger, which is not necessarily the date or time that you have initiated the transaction (i) the value of Virtual Currency may be derived from the continued willingness of market participants to exchange Fiat Currency for Virtual Currency, which may result in the potential for permanent and total loss of value of a particular Virtual Currency should the market for that Virtual Currency disappear, (j) there is no assurance that a person who accepts Virtual Currency as payment today will continue to do so in the future, (k) the volatility and unpredictability of the price of Virtual Currency relative to Fiat Currency may result in significant loss over a short period of time, and (l) any bond or trust account held by the Company may not be sufficient to cover all losses incurred by our customers.

10. Transaction History

Transaction information will be reflected in your transaction history in Cash App. You agree that a failure or delay in providing any such transaction information shall not prejudice or invalidate the terms of that transaction.

11. Use of the Virtual Currency Services

a. **Conditions and Restrictions.** We may, at any time and in our sole discretion, refuse any transaction, including any purchase, sale, or transfer request submitted via the Virtual Currency Services, impose limits on the amount of Virtual Currency you can purchase, sell, or transfer via the Virtual Currency Services or impose any other conditions or restrictions upon your use of the Virtual Currency Services, without prior notice. We may also make the purchase, sale, or transfer of Virtual Currency in the Cash App unavailable at any time, in our sole discretion. If the Virtual Currency Services are unavailable, any purchase, sale, or transfer requests you may have submitted for such Virtual Currency will be canceled.

b. **Cancellations.** You may not cancel any purchase, sale or transfer requests via the Virtual Currency Services. Once you have submitted any such request, you may not change, withdraw, or cancel your authorization for us to complete such transaction.

c. **Insufficient Funds.** If you have insufficient funds in your Cash App to purchase a requested amount of Virtual Currency via the Virtual Currency Services, you will not be able to complete the transaction.

d. **Taxes.** It is your responsibility to determine what, if any taxes may apply to the transactions you complete under the Virtual Currency Services and it is your responsibility to report and remit the appropriate tax to the relevant taxing authorities. You agree that we are not responsible for determining whether taxes apply to the exchanges made under the Virtual Currency Services. To the extent obligated by the relevant taxing authorities that we are required to deduct or withhold any amounts from payment, we will make the required payment net of such taxes. Any amounts so withheld will be treated as having been paid for all purposes of this agreement. You certify the information provided to the Company is accurate and consent to the Company using such information as is necessary to fulfill the Company's federal, state and local tax payment or withholding purposes and tax filing obligations.

e. **Currency Availability.** The Company retains the right, in its sole discretion, to determine the types of Virtual Currency that may be available through the Virtual Currency Services, and may add or remove the availability of any Virtual Currency from the Virtual Currency Services at any time for any reason. The Company will make reasonable efforts to notify you of the likely removal of a Virtual Currency. If the market for a Virtual Currency is closed on the Cash App, you will have 30 days to transfer the amounts remaining in

your Virtual Currency Account associated with such Virtual Currency to an External Virtual Currency Address. Any Virtual Currency that is no longer supported within the Cash App, and is not withdrawn within 30 days, will not be discarded; however, you must contact Cash App Support to arrange withdrawal. The Company will not be liable to you for any losses, liability or expenses related to the removal of a Virtual Currency.

f. **Independent Relationship.** You agree that: (a) we are not acting as your broker, intermediary, agent, or advisor, or in any fiduciary capacity, and (b) no communication or information provided to you by us shall be considered or construed as advice.

12. Suspension; Termination; Discontinuance of Virtual Currency Services and Virtual Currency Account

a. **Suspension, Termination, Discontinuance of the Virtual Currency Service.** The Company may, in our discretion, with or without prior notice to you, and at any time, limit, suspend, modify, discontinue, either temporarily or permanently, any portion of our Virtual Currency Services, if we think it is necessary to do so to protect us, our users, including you, or our employees from danger or loss, if required by laws that apply or by court order to limit or refuse the Virtual Currency Services. If we exercise our rights to limit or refuse your access to the Virtual Currency Services, we will not be responsible for any consequences of our refusal to give you access to the Virtual Currency

Services, including any delay, damage or inconvenience you may suffer as a result.

b. **Suspension, Termination, Discontinuance of your Virtual Currency Account.** Without limiting other provisions in these Cash App Terms, we may suspend or terminate your Virtual Currency Account or your access to any of the Virtual Currency Services at any time in our sole discretion. If we suspend or terminate your Virtual Currency Account or your access to any of the Virtual Currency Services, we will provide you with notice of our actions. We are under no obligation to disclose the details of our decision to take such action with you. To the extent permitted by applicable law, the Company may, in its sole discretion, liquidate all assets in your Virtual Currency Account. The Company is not responsible for any losses caused by the liquidation of assets in your Virtual Currency Account pursuant to this paragraph, including any tax liabilities.

c. **Suspension, Termination, Reversal of Transactions.** We may suspend, refuse, freeze, decline, delay, redirect or reverse any transaction request, including purchase, sale, or transfer requests, for any reason, even after funds or Virtual Currency has been credited to your Virtual Currency Account, including for suspected money laundering, fraud or other illegal activity, in response to a subpoena, court order, or other government order, or if we believe, in our sole discretion, that the transaction is erroneous. We do not guarantee that you will be able to reinitiate your transaction at the same price or on the same terms as the transaction that we did not process, or that was

canceled or reversed. Where applicable, you are responsible for all reversals, chargebacks, claims, fees, fines, penalties and other liability incurred by us, any Cash App customer, or a third party caused by or arising out of your breach of the Cash App Terms, including these Virtual Currency Terms, and/or your use of the Virtual Currency Services. If we suspend, terminate, or reverse any transaction request, we will provide you with notice of our actions.

13. Bitcoin Boost Program

The Company may offer a bitcoin boost for eligible Cash App Card holders (the “Bitcoin Boost”). If you have activated a Bitcoin Boost, for any eligible transaction on the Cash App Card during the period of time when the Bitcoin Boost is active, you will receive the applicable boost percentage of the transaction amount (e.g. 1%) in Fiat Currency from the Company, up to any applicable maximum total boost amount (the “Boost Funds”). The Boost Funds will then automatically be used for a Buy in an amount equal to the Boost Funds, and such purchased bitcoin will be deposited in your holdings. By activating any Bitcoin Boost, you authorize and instruct the Company to place a Buy in the amount of the Boost Funds (each, a “Boost Buy”). No fees will apply to Boost Buys. Boost Buys will be placed as market orders on the applicable day and will be executed at the then-effective Conversion Rate. You may not receive prior notification of Boost Buys before they occur. There may be delays in the time between the eligible Cash App Card transaction

and the Boost Buy, during which time the Conversion Rate may have changed. Boost Buys are subject to available bitcoin inventory. Bitcoin may lose value. You may end up with bitcoin of lower value than the original Boost Funds, and any such loss of value will not be replaced. The Company may set restrictions on when Bitcoin Boosts are available, the amount and percentage of Bitcoin Boosts, and other eligibility and program criteria. You may inactivate a Bitcoin Boost at any time in Cash App. The Company may cancel or modify any Boost Buy for any reason in its sole discretion. Bitcoin Boosts are only available to eligible Cash App Card holders.

14. Virtual Currency Custom Orders

The Virtual Currency Custom Order ("**VC Custom Order**") feature allows you to set a trading price (the "**Trigger Price**") that will result in a Virtual Currency Buy or Sell to be placed upon the occurrence of the Trigger Event (defined below).

To initiate a VC Custom Order, you will: (1) set the Trigger Price; (2) select the amount of bitcoin to Buy or Sell; and (3) select an expiration period. The VC Custom Order will expire if the Trigger Price is not reached before the end of the expiration period. You will be presented with a confirmation page prior to submitting the VC Custom Order instructions that will specify details about the VC Custom Order including any applicable fees.

When you initiate your VC Custom Order, we will pull funds in the amount of the VC Custom Order, including any applicable fees, either (i) from your Cash App Balance in the case of a "Buy," or (ii) from your Hosted Balance in the case of a "Sell." If you initiate a VC Custom Order "Buy" in an amount that exceeds your current Cash App Balance, you authorize us to Add Money to your Cash App Balance from an External Account or as otherwise permissible under the Cash App Terms, in an amount sufficient to cover your VC Custom Order and any applicable fees. You may not initiate a VC Custom Order "Sell" in an amount that exceeds your current Hosted Balance.

Only in the event that the Conversion Rate matches the Trigger Price (the "**Trigger Event**") will the contingent Buy or Sell transaction associated with your VC Custom Order execute. By initiating a VC Custom Order, you authorize the Company to place a Buy or Sell, as applicable, in the amount specified in the VC Custom Order upon the occurrence of the Trigger Event. The Trigger Event is based exclusively on the Conversion Rate, and we will determine when the Trigger Price is reached in our sole discretion. You acknowledge and agree that the Conversion Rate is the sole metric used for purposes of determining whether the Trigger Event has occurred, and prices for Virtual Currency on other third party exchanges, markets, or otherwise are not considered or binding. Notwithstanding any prohibition on cancelations that may apply to the Virtual Currency Services in general, you may cancel your VC Custom Order at any time prior to the occurrence of the Trigger Event. We may cancel or modify any outstanding VC Custom Order at any time without notice to you, in our sole discretion. During the time that your VC

Custom Order is pending and prior to its cancelation, expiration, or the occurrence of the Trigger Event, the funds or Virtual Currency used to place the VC Custom Order will not appear in your Cash App Balance or Hosted Balance, as applicable. If your VC Custom Order is canceled or expires, the funds or Virtual Currency, together with any fees, will be returned to your Cash App Balance or Hosted Balance, as applicable. We will not be liable to you for any loss incurred as a result of the cancelation of your VC Custom Order.

VC Custom Orders are an advanced order type; you should understand the risks of Virtual Currency transactions generally, and of placing advanced orders specifically, before placing a VC Custom Order. If you choose to place a VC Custom Order, you agree you do so at your own risk. Any outage or interruption to Cash App's service availability more broadly (including as a result of a service interruption caused by a third party) may impact the time that you are able to initiate or cancel your VC Custom Order. We will not be liable to you in the event that you are not able to place or cancel your VC Custom Order as a result of such outage or interruption to Cash App's service availability. Please carefully review the Virtual Currency risk disclosures before placing any VC Custom Order.

15. Sponsored Accounts

a. **Authorization**. You may enable use of Virtual Currency Services for Sponsored Accounts, provided your Account is authorized for Virtual Currency Services.

b. **Ownership and Responsibility**. You, and not the Sponsored Account, are the owner of any Virtual Currency held in a Sponsored Account, and all assets or liabilities related to Virtual Currency held by the Sponsored Account are yours and not the Sponsored Person's. You will be responsible for any losses incurred by a Sponsored Account, and Cash App will not reimburse or otherwise remedy any losses incurred or caused by a Sponsored Account. You are responsible in full for the use of the Sponsored Account, including any obligations or liabilities incurred by it. You are responsible for any tax consequences of the use of Virtual Currency Services by the Sponsored Account. Upon the sale of any Virtual Currency, the proceeds of such sale will be owned by the Sponsored Account, and not you.

c. **Authorization**. If enabled by you to use Virtual Currency Services, the Sponsored Account will be allowed to transact in Virtual Currency in the same manner as your Account, though subject to certain limits (see below for more detail). By enabling Virtual Currency Services for a Sponsored Account, you authorize, consent to, and approve of the Sponsored Person having general discretionary control of the Virtual Currency in the Sponsored Account, including the ability to sell the Virtual Currency. The Sponsored Account will be able to access, transact in, and buy and sell Virtual Currency without prior approval from, or notice to, you. Only the Sponsored Person

may be able to access or transact using the Sponsored Account; you may not be permitted to make any transactions in the Sponsored Account (aside from requesting that the Sponsored Account be closed or liquidated). The Sponsored Person's actions with respect to the Sponsored Account will have the same force and effect as if you had done them yourself, and therefore we are allowed to rely on any instruction to us by the Sponsored Person regarding the Sponsored Account. You understand and acknowledge that all actions taken, including the trades placed by the Sponsored Person are at your own risk. You are able to revoke this authorization at any time either in-app or by contacting us.

d. **Supervision**. You are responsible for the activity of any Sponsored Account, including for any losses that may be incurred and for ensuring that activity in the Sponsored Account complies with these Cash App Terms. It is your responsibility to promptly review the Sponsored Account's activity and to contact us immediately in the event that you have any questions or concerns. It is your responsibility to take action, either in-app or by contacting us, to suspend or revoke a Sponsored Person's access to a Sponsored Account. We will not monitor or supervise the Sponsored Account's activity.

e. **Graduation and Transfer of Assets**. As described in Section III.2.d above (Account Graduation), once the Sponsored Person has reached the age of 18, they must become the sole owner of their Sponsored Account. Upon the Sponsored Person successfully becoming the sole owner of their Sponsored

Account, they will be able to transfer title, custody, and ownership of the assets of the respective Sponsored Account. You authorize and consent to us transferring the respective Sponsored Account assets at the direction of the Sponsored Person upon their successfully becoming the sole owner of their Sponsored Account.

As described in Section III.2.d above (Account Graduation), if the Sponsored Person is unable to become the sole owner of their Sponsored Account, Cash App may, in its sole discretion, restrict the use of their Sponsored Account and/or close the Sponsored Account, which could result in any Virtual Currency held in that Sponsored Account being liquidated.

f. **Limits**. Sponsored Accounts may not have access to all Virtual Currency Services, and may be subject to specific transaction or activity limits. A Sponsored Person may not be able to transfer assets out of the Sponsored Account. Transfers of Virtual Currency into and out of Sponsored Accounts may be limited or outright prohibited. If we determine we need to close a Sponsored Account, any holdings in such Sponsored Account may be liquidated and the account closed. We reserve the right to impose any additional limits or restrictions on Sponsored Accounts at any time in our sole discretion.

g. **Life Events**. You agree to notify us promptly of any life event or change in circumstance that impacts your or the Sponsored Person's ability to own or use a Sponsored Account. You will notify us if there is a change in your

relationship to the Sponsored Person that would affect the ability of you or the Sponsored Person to perform their obligations under this Agreement. We will work with you and the Sponsored Person to transition the account to another sponsor or close the account, as necessary.

h. **Taxes**. As you are the owner of the Sponsored Account you are responsible for any tax consequences of the Sponsored Account's activity and holdings. You should consult a tax advisor regarding the federal, state, and local tax consequences of opening a Sponsored Account with respect to your and the Sponsored Person.

16. USD-Funded Bitcoin Transfers

Cash App may allow you to use your Cash App Balance or, if your Cash App Balance is insufficient to fund the entire amount of the transfer, a linked payment instrument, to pay for a USD conversion and transfer service (referred to as a "USD Lightning Transfer"). By using this feature, you authorize and instruct Cash App to (i) debit your Cash App Balance or linked payment instrument in the amount of USD you specify plus any applicable fees, (ii) convert the specified amount of USD (excluding applicable fees) to bitcoin at the conversion rate displayed at the time of the transaction, and (iii) send the converted amount of bitcoin to the recipient you specify. To provide this service, Cash App transfers its own bitcoin equal to the specified amount converted from USD (excluding applicable fees) via the Lightning Network at

your direction. When making a USD Lightning Transfer, you are not purchasing, holding, or controlling bitcoin and you never acquire title to or ownership of bitcoin. Cash App, and not you, owns, holds, and controls all bitcoin used to fulfill your USD Lightning Transfer, and title to all bitcoin used in the transaction remains with Cash App at all times prior to delivery to the recipient you specify. If a USD Lightning Transfer cannot be completed (for example, due to a network error, invalid invoice, or other failure), Cash App will return your USD to your Cash App Balance. As part of this service, you will not be provided any bitcoin under any circumstance. Before you complete a USD Lightning Transfer, we will display any and all conversion rates and fees that apply. You must approve the total amount to be debited by Cash App from your USD Cash App Balance or linked payment instrument before the transaction proceeds. Any gain or loss from fluctuations in bitcoin price between the time you authorize the USD Lightning Transfer and the time the bitcoin is delivered to the specified recipient belongs to Cash App as the owner of the bitcoin. We may impose limits on your use of the Service, including per-transaction, daily or weekly limits, or on the eligible funding sources. Current limits will be displayed in the app. We may adjust these limits at any time at our discretion for risk, compliance or operational reasons.

17. Bitcoin Merchant Map

Cash App may provide a feature that allows you to view a map showing businesses that accept bitcoin payments (the “Bitcoin Merchant Map”). This

feature is powered by a third-party service provider, BTCmap.org, and includes information about both Square Sellers and other businesses. Cash App and Block make no representations or warranties regarding the accuracy, completeness, or reliability of any information displayed on the Bitcoin Merchant Map, including whether any listed business in fact accepts bitcoin or continues to operate. The inclusion of any business on the map does not constitute an endorsement, affiliation, or partnership between Cash App, Block, and any such business. You acknowledge that your interactions with any business shown on the Bitcoin Merchant Map are solely between you and that business.

X. Cash App Investing

Cash App Investing LLC is a FINRA registered broker-dealer and subsidiary of the Company ("Cash App Investing"). If you choose to use brokerage services provided by Cash App Investing LLC, you must open a brokerage account with Cash App Investing and agree to Cash App Investing's Terms and Conditions for such an account. By using any Cash App Investing services, you authorize and instruct us to follow any instructions provided to us by Cash App Investing on your behalf regarding the transmission or receipt of any funds in your Cash App Balance.

Cash App Investing's Disclosures are hereby incorporated into the Cash App Terms of Service. These disclosures apply to any Cash App messaging or services that mention, involve, or otherwise interact with Cash App

Investing's services, such as the AI Products defined within Section XXII of the Cash App Terms of Service, regardless of whether you have a Cash App Investing account at the time. By using Cash App and/or Cash App Investing services, including the AI Products described in Section XXII, you agree and acknowledge these disclosures.

XI. Cash App Business Account

1. Opening a Cash App Business Account

If you are a seller of goods or services, you may open, use, or switch to a "Cash App Business Account." Your Cash App Business Account will be marked with an insignia or you will otherwise be designated as having a business account. You must have a Prepaid Account or Debit Flex Account to open or have a Cash App Business Account and you may be asked for additional identification information and Account Information to open, use, or switch to a Cash App Business Account.

If we determine, in our sole discretion, that you are using your Account to sell goods and services, we may require you to open or switch to a Cash App Business Account.

2. Cash App Business Terms

By opening, using, or switching to a Cash App Business Account, you accept and agree to the Cash App Business Terms (the “Cash App Business Terms”). Your access to and use of your Cash App Business Account and any related services, features, and functionality (collectively, the “Business Services”) is governed by the Cash App Business Terms.

3. Eligibility and Feature Availability

In order to switch to or open a Cash App Business Account, you may be required to provide certain information about you or your business or legal entity in order to verify and approve the account. We may, in our sole discretion, determine the types of businesses and legal entities that are eligible for a Cash App Business Account. Certain types of businesses, associations, or legal entities may not be supported or may have limited access to Cash App features.

We may, in our sole discretion, determine which Cash App features Cash App Business Accounts are eligible for and we may modify eligibility at any time, for any reason. If you switch or upgrade a Cash App Account to a Cash App Business Account, you may lose access to certain Cash App features and may be forced to liquidate or transfer assets held in your Cash App Account.

4. Our Fees for Transaction Processing

If you have a Cash App Business Account, we will charge you a transaction processing fee, depositing the balance of payments from your customers into your Cash App Balance. You authorize us to process your transactions as an agent on your behalf. You allow us to void transactions if we believe that a chargeback for the transactions will occur.

Once you have a Cash App Business Account you will be able to accept payments from Cash App customers for the sale of goods and services, and we may charge you a transaction processing fee for doing so. This fee will be disclosed to you when you open, use, or switch to a Cash App Business Account. Payments you receive, less the applicable fee, will be deposited to your Cash App Balance.

In connection with your Cash App Business Account, you authorize us to act as your agent for the purposes of holding, receiving, and disbursing funds on your behalf. To protect the integrity of the system and reduce risk that a transaction may be reversed on (or charged back to) your Cash App Business Account, in some cases where we reasonably believe a transaction is likely to be reversed (or charged back), you also direct and authorize us, as your agent, to void the transaction.

5. Purchases from Cash App Business Accounts

You may use your account or a linked card to purchase goods and services from Cash App Business Accounts. By initiating a payment to a Cash App Business Account, you agree to let that seller debit your account or linked card to complete the transaction. You can use your Cash App Balance to purchase goods and services from Cash App Business Accounts only after we have verified your identity.

As a Cash App customer, you may purchase goods and services from merchants who use Cash App Business Accounts.

Cash App Business Accounts may be identified to you by a badge, icon, or other insignia in Cash App. By initiating a payment transaction to a Cash App Business Account, you authorize the Cash App Business Account to charge your applicable Cash App Balance or Linked Account (including credit cards) to complete the purchase and you consent to sharing information from your Account with the Cash App Business Account. In the event you are entitled to a reversal, refund, chargeback, or other adjustment associated with any purchase you made from a Cash App Business Account, you also authorize a credit to the applicable Cash App Balance or Linked Account (including credit cards) to accomplish that transaction. Purchases from Cash App Business Accounts using Linked Account (including credit cards) will be processed by the Company as an agent for Cash App Business Accounts in accordance with these Cash App Terms.

WE ARE NOT RESPONSIBLE FOR AND MAKE NO WARRANTIES WITH RESPECT TO ANY SELLERS WITH CASH APP BUSINESS ACCOUNTS THAT YOU ELECT TO PAY OR GOODS OR SERVICES THAT YOU ELECT TO PURCHASE FROM CASH APP BUSINESS ACCOUNTS. WE EXPRESSLY DISCLAIM ANY AND ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO ANY SUCH SELLERS, GOODS, OR SERVICES.

Your purchase from a Cash App Business Account is subject to the refund or cancellation policy of the applicable seller, not these Cash App Terms or our policies or procedures. If you wish to return any goods or services purchased from a Cash App Business Account, please consult the seller's refund or cancellation policy.

XII. Transaction Information and Disputes

1. Receipts and Account Statements

You can find your transaction receipts and account statements in your Cash App account.

Transaction receipts can be found in the activity section of your Cash App and by logging into your Account at cash.app.

You have the right to receive an Account statement. You may view your Account statement by logging into your Account at cash.app.

You may obtain information about the amount of money you have remaining in your Account and can view your 12-month and 24-month history of Account transactions in the App or at (www.cash.app/account).

2. Error and Dispute Resolution

Contact us if you see any errors or issues with your Account or your Remittance Payments. Our contact info is below, along with a description of the process and timeline for us to look into your issue. We'll need some basic information from you to begin our investigation. Please note that there are different procedures if you have an issue related to your account or the Remittance Service.

a. Reporting a Problem

This section covers problems or inquiries related to transfers in your account. This section does not apply to electronic fund transfers governed by Regulation E. Please see Section XII.b. for more information regarding transfers covered by Regulation E, including Unauthorized Transactions. For all other problems or inquiries related to your account, this section will apply, and will supplement, not replace, other applicable agreements where this section and that agreement are not inconsistent.

If you notice a problem on your account, please call us at 1-800-969-1940, write us at Block, Inc., Attn: Cash Disputes, 1955 Broadway, Suite 600, MSC 211, Oakland, CA 94612, or contact us through the chat function in app.

You agree to provide notice to us within 60 Days of receiving the Statement reflecting the problem. If you fail to do so, you agree that our review and resolution of your inquiry is solely in our discretion.. For timely notices, we will investigate the alleged problem within a reasonable period of time.

b. Errors Related to Your Account

The following section applies to electronic funds transfers as governed by Regulation E, Subpart A. Terms detailed in this section shall have the same meaning as used in Regulation E, including the definition of “error,” which includes “unauthorized electronic funds transfers.”

If you believe there are errors on your Account you can:

- Contact us through your Account in the app. Some products support the ability to submit disputes in the app through the in-app dispute process, including Cash App Card and P2P. For other products, you can submit a dispute in the app via the chat function.
- Call us at 1-800-969-1940. Please note this is the only phone number available for Cash App support.

- Write us at Block, Inc., Attn: Cash Disputes, 1955 Broadway, Suite 600, MSC 211, Oakland, CA 94612.
- Note: Cash App representatives will never ask you for your password, PIN, or full debit card number.

Please contact us as soon as you can if you think an error has occurred on your Account. To benefit from an investigation, potential provisional credit, or other relief as set forth in this section, you must report the error within 60 days after the date we sent you the FIRST statement on which you believe the error occurred. For Unauthorized Transactions, please see additional details in Section XII.3 below.

When contacting us regarding a potential error please provide:

- Your name and Account information (including $Cashtag, email and/or phone number);
- Why you believe there is an error,
- The dollar amount involved; and
- Approximately when the error took place.

If you notify us verbally, we may require that you send us your complaint or question in writing within 10 Business Days. We will determine whether an error occurred within 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 45 days to investigate your complaint or question. If we decide such a step is

necessary we will credit your Account within 10 Business Days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and do not receive it within 10 Business Days, we may, at our discretion, not credit your Account.

For errors involving new Accounts, as well as point-of-sale transactions, we may take up to 90 days to investigate your complaint or question. For new Accounts, we may take up to 20 Business Days to credit your Account for the amount you think is an error.

We will tell you the results within three Business Days after completing our 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. If you have additional questions regarding your account, call us at 1-800-969-1940. Please note (1) this is the only phone number customers can call for Cash App support, and (2) a Cash App representative will never ask you for your password, PIN, or full debit card number.

For additional rights, obligations, and information regarding resolving errors related to the Remittance Service, please see the next section.

c. Errors Related to the Remittance Service

The following section applies to remittance transfers as governed and defined by Regulation E, Subpart B.

If you think there has been an error or problem with a Remittance Payment (defined below), or you have questions about the Remittance Service, you can:

- Contact us through your Account in the app:
  - Open your profile and tap Support
  - Tap Chat and chat with Support
- Call us at 1-800-969-1940. Please note (1) this is the only phone number customers can call for Cash App support, and (2) a Cash App representative will never ask you for your password, PIN, social security number or full debit card number.
- Write us at Block, Inc., Attn: Cash Disputes, 1955 Broadway, Suite 600, MSC 211, Oakland, CA 94612.

You must contact us within 180 days of the date we disclosed that funds would be made available to the Designated Recipient. When you do, please tell us:

- Your name and telephone number or address;
- The error or problem with the transfer, and why you believe it is an error or problem;

- The name of the Designated Recipient receiving the funds, and if you know it, his or her telephone number or address;
- The dollar amount of the transfer; and
- The confirmation code or number of the transaction.

We will determine whether an error occurred within 90 days after we hear from you and will correct any error promptly. We will tell you the results within 3 Business Days after completing our investigation. If we decide there was no error, we will send you a written explanation. You may ask for copies of any documents we used in our investigation.

Our Business Days are all days of the week except Saturdays, Sundays, and federal holidays. For Unauthorized Transactions, please see additional details in Section XII.3 below.

3. Your Liability for Unauthorized Transactions

Contact us as soon as possible if you think there has been unauthorized activity on your account, or you could lose all the money in your Account.

Tell us AT ONCE if you believe your Cash App Card (including your card numbers) has been lost or stolen, or if an electronic fund transfer has been made by logging in to your Account without your permission (an "Unauthorized Transaction").

You may contact us through your Account in the app, by calling 1-800-969-1940, or by writing to us at Block, Inc., Attn: Cash Disputes, 1955 Broadway, Suite 600, MSC 211, Oakland, CA 94612.

If you tell us within 2 Business Days after you learn of an Unauthorized Transaction, you can lose no more than $50. If you do NOT tell us within 2 Business Days after you learn of an Unauthorized Transaction, and we can prove we could have stopped someone from making an Unauthorized Transaction if you had told us, you could lose as much as $500. Our Business Days are all days of the week except Saturdays, Sundays, and federal holidays.

If your statement shows transfers that you did not make, including those made by card, code or other means, you must also tell us at once. If you do not tell us within 60 days of the date we sent you the first statement on which the Unauthorized Transaction appeared, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods for a reasonable period. If you have a Cash App Business Account, you may be liable for all Unauthorized Transactions, regardless of when you report the activity to us.

The following are NOT considered Unauthorized Transactions:

- If you give someone access to your Account (e.g. by giving a family member or coworker your login information) and they use your Account without your knowledge or permission, unless you have notified us that transfers by that person are no longer authorized.
- If you, or someone else you are working with, are acting with fraudulent intent.

We rely on the information you provide us to send a payment. Payment instruction errors, such as you inputting the wrong Recipient, will not be considered an Unauthorized Transaction.

4. Our Liability

When we will cover your losses for certain incomplete or incorrect transactions, detailed here.

If we do not complete a transaction to or from your Account on time or in the correct amount in accordance with these Cash App Terms, we will be liable for your losses or damages. However, there are some exceptions. Subject to applicable law, we will not be liable, for instance:

- If, through no fault of ours, you have insufficient funds in your Account, Cash App Balance, or Linked Account (including your credit card) to complete the transaction;

- If your funds are subject to legal process or other encumbrance that restricts transfers;
- If the ATM where you are making the Transaction or using your Cash App Card does not have enough cash;
- If the Cash App was not working properly and you knew about the breakdown when you started the transaction;
- If circumstances beyond our control prevent the transaction, despite reasonable precautions that we have taken.

5. Disputes with your Funding Source

When you contest a transaction with your external funding source (such as the bank that issued your linked debit card), your rights when requesting reimbursement for a completed transaction are determined by the funding source used to fund the applicable transaction.

Filing a dispute with a third-party, including your external financial institution or a merchant does not constitute notice of an error with us. The error resolution sections of this agreement will only apply to disputes filed directly with Cash App as described in Section XII.

XIII. CASH APP OFFERS

Cash App Offers (“Offers”) are promotional programs (each an “Offer”) that allow you to save on qualifying transactions. Your use of Offers is subject to the Cash App Offers Terms, which are incorporated here by reference. Offers are for personal use and you agree that you will not use Offers for any commercial purpose.

XIV. NEIGHBORHOODS ON CASH APP

Neighborhoods on Cash App (“Neighborhoods”) is a promotional program that allows you to receive offers from, and rewards for shopping with, participating merchants in your area (“Neighborhoods Sellers”). When you shop with Neighborhoods Sellers, you may be eligible to receive rewards that can be used for later purchases from Neighborhoods Sellers (“Local Cash”). You may also be eligible to receive promotional marketing of special offers, discounts, and rewards, such as through push notification messages or other content on a Neighborhoods Seller’s Profile, directly from Neighborhoods Sellers, such as when you “follow” such Neighborhoods Sellers on a Point of Sale (“POS”) device or on Cash App, that can be redeemed on transactions with such specific sellers (“Neighborhoods Seller Promotions” or “NSPs”). For the avoidance of doubt, Neighborhoods on Cash App is part of the Cash App Services under these Cash App terms.

1. Eligibility

To earn and claim Local Cash or NSPs, you must have a Cash App Account in good standing. Neighborhoods is for personal use only, and you agree that you will not use Neighborhoods for any commercial purpose. Certain items, product categories, payment methods, and checkout types may be ineligible for purchases with Local Cash and/or NSPs.

2. Local Cash

You have the opportunity to earn Local Cash on purchases made with Qualifying Instruments (defined below) at Neighborhoods Sellers that you follow ("Eligible Neighborhoods Transactions"), subject to certain disclosed limits and up to a maximum Local Cash Rewards balance amount of $1,000 ("Local Cash Limits"). Local Cash may be earned on Eligible Neighborhoods Transactions either as a percentage of an order subtotal, as a fixed amount per transaction, or in other amounts subject to the terms of a particular Local Cash offer as disclosed within Cash App and/or on a POS device, up to Local Cash Limits. Local Cash Limits can change at any time in Cash App's sole discretion. Local Cash is not property, has no cash value, is not redeemable for cash, gift certificates or gift cards, may not be earned on the purchase of gift certificates or gift cards, and is purely promotional. Local Cash cannot be purchased, sold, advertised for sale or bartered, and cannot be divided as part of a settlement, legal proceeding or death, regardless of relationship. Local Cash can only be used in connection with purchases at Neighborhoods Sellers, subject to expiration dates and any limitations in these Cash App

terms or that Cash App may impose from time to time in our sole discretion. The accumulation of Local Cash does not entitle you to any vested rights with respect to Local Cash. Local Cash may expire or otherwise be limited, modified, or canceled by Cash App at any time in our sole discretion without any liability to you.

3. Earning, Claiming, and Using Local Cash

You may have the ability to earn Local Cash on purchase transactions at Neighborhoods Sellers you follow when you pay with Cash App Card, another debit or credit card, including cards linked to your Cash App account, or other eligible payment methods as may be added from time to time, when scanning a quick response ("QR") code at the point of sale immediately following a completed transaction at a Neighborhoods Seller with that card ("Recognized Card," and collectively with the Cash App Card, "Qualifying Instruments"). You may also have the ability to earn and redeem Local Cash on Eligible Neighborhoods Transactions on purchases made online and/or through Cash App when paying with Cash App Pay. Local Cash offers may be time-limited or while quantities last. If you complete a transaction at a Neighborhoods Seller that you do not follow, you may be eligible to earn Local Cash on that transaction by following the Neighborhoods Seller within a specified time period. With specific respect to a Recognized Card, after scanning a Neighborhoods QR code when using that Recognized Card, or, where available, after following a seller in Cash App

or at the POS, you may be able to continue earning Local Cash automatically with that Recognized Card on subsequent Eligible Neighborhoods Transactions. When you follow a Neighborhoods Seller, certain information about you and your transactions may be shared with that Seller. Local Cash may only be used on purchases with Neighborhoods Sellers made through Cash App or when paying with Qualifying Instruments in-store ("Qualifying Neighborhoods Purchases"). When Local Cash is used, it may be applied on Qualifying Neighborhoods Purchases in the order of when it was earned, with the earliest-in-time earned Local Cash being applied first. You cannot use Local Cash to pay a tip or any tax. Local Cash will not be earned on transactions that are deemed fraudulent, disputed transactions, or transactions subject to a return. We reserve the right to withhold, deduct, or revoke Local Cash earned by you or any other user in the event we determine or believe that the earning, claiming, use, or redemption of Local Cash Rewards was in error, fraudulent, illegal, or in violation of these terms. You may be able to "check in" with a Neighborhoods Seller by scanning a QR code in-store, after which your Local Cash balance will be applied on eligible purchases with that Neighborhoods Seller during checkout.

Once you use Local Cash on a purchase, it is final and cannot be returned except at the discretion of the Neighborhoods Seller in connection with the return of goods, provided such Local Cash has not yet expired. Where Local Cash is subject to a return, a Neighborhoods Seller may return the applicable amount of redeemed Local Cash to your Local Cash balance; however, in the event of a partial return on an order supported by Local Cash and another

payment method, the amount of Local Cash returned shall in no event be more than the amount of Local Cash redeemed, and the amount refunded to your payment method shall in no event be more than the amount paid with the payment method. If you return items that were part of a Qualifying Neighborhoods Purchase that earned Local Cash, the earned Local Cash will be subtracted from your Local Cash balance upon return of those items. We reserve the right, but are not required, to correct inaccurate Local Cash balances or otherwise adjust Local Cash balances at our sole discretion. If we do not credit, or improperly deny, a Local Cash Rewards redemption to which you were otherwise entitled, then your exclusive remedy under these terms will be the issuance of such Local Cash Rewards, if available, or such other alternative benefit we may determine in our sole discretion.

4. Advertising, Marketing, and Neighborhoods Seller Promotions (NSPs)

You may receive automated informational and marketing texts from Cash App and Square about the Neighborhoods program, including opportunities to earn Local Cash from Neighborhoods Sellers, via the phone number you provide to us. You may also receive push notifications and/or marketing content, including marketing content containing NSPs, relating to Neighborhoods Sellers that you follow or otherwise request or agree to receive notifications or other communications from in connection with your transactions or interactions with Neighborhoods Sellers. You may unsubscribe from NSP-related push notifications in your Cash App settings.

In all cases, Neighborhoods Sellers are entirely responsible for NSPs, and related marketing content, including but not limited to the availability, type, amount, and conditions relating to any particular NSP, and for honoring NSPs. Cash App is not responsible for disputes relating to NSPs, which are entirely between you and the Neighborhoods Seller providing the offer in the NSP.

Unless otherwise stated in the terms of a specific NSP, NSPs are subject to the following terms: NSPs are limited to one use per customer. NSPs may not be combined unless otherwise stated. NSPs will expire on the date indicated on and/or in the communication to the customer relating to the NSP; if no date is specified, the NSP will expire 14 days after the date on which it was last displayed to the customer based on Cash App's timekeeping system. An NSP may include instructions that must be followed to successfully apply it to an order on Cash App. NSPs cannot be applied towards taxes, and cannot be applied toward fees unless otherwise stated explicitly in the NSP. NSPs cannot be applied to the purchase of alcohol or other regulated items. NSPs are for promotional purposes only. NSPs cannot be redeemed for cash or cash equivalents, are not transferable, and may not be auctioned, traded, copied, transferred, bartered, modified, or sold. NSPs cannot be applied retroactively for prior purchases. NSPs may be time-limited or while quantities last.

Cash App is not a merchant or Neighborhoods Seller. Terms relating to NSPs are subject to change by Cash App, and Cash App reserves the right to

modify or cancel an NSP at any time. Customers are responsible for paying any applicable sales tax related to the use of an NSP. NSPs are void where restricted or prohibited by law.

5. Availability of Rewards

Local Cash will typically be available in your Cash App Account 24 hours after a Qualifying Neighborhoods Purchase. However, we do not guarantee that Local Cash will be available within any particular time frame.

6. Termination

Your participation in Neighborhoods may be suspended, revoked or terminated by us at any time and for any reason. If your access or participation in Neighborhoods is suspended, revoked or terminated, all of your Local Cash Rewards will be forfeited immediately and no further Local Cash Rewards can be earned or redeemed by you. We reserve the right to investigate any use, purchase, transaction, activity, or interaction that we believe, in our sole discretion, may be an abuse of the Neighborhoods program. If your access to Neighborhoods is terminated due to fraudulent or abusive activity or failure to comply with these terms, you will immediately forfeit all of your Local Cash Rewards and any other benefits of the Neighborhoods program and you can no longer can participate in

Neighborhoods, earn or redeem Local Cash Rewards, receive or apply NSPs, or otherwise access the Services. If your Cash App account is closed or terminated, you will lose all Local Cash Rewards, NSPs, and any other benefits of Neighborhoods on Cash App. This section does not limit any other rights or remedies we may have under these terms.

XV. Remittance Service

Effective May 1, 2026, Cash App will no longer support the Remittance Service. Any Remittance Payment that is still pending on or before May 1, 2026 will continue to be processed unless you cancel to transfer. Any Remittance Payment sent via cash pickup that is not picked up by the Designated Recipient within 21 days will be automatically canceled. All Remittance Payments that remain in a pending state on May 21, 2026 will be automatically cancelled. Any canceled Remittance Payments will be refunded to the Sender.

1. Description of the Service

The Remittance Service allows you to send remittance payments (as described below) from the United States to individuals in certain other countries for personal, non-commercial purposes (the “Remittance Service”).

2. Sending Remittance Payments

a. General

Eligible Prepaid Accounts or Debit Flex Accounts will be able to use the Remittance Service. As Sender, you will provide instructions to transfer funds (the “Remittance Payment Instructions”), including but not limited to instructions about the amount to be paid, the currency to be paid out, the method of payout (including information about the recipient’s bank, such as the routing number, or the name and country of the payout agent), the identity of the person to be paid (the “Designated Recipient”), and other information. You may only use the Remittance Service using funds in your Cash App Balance. If you have a Restricted Account, you will be prohibited from using the Remittance Service.

b. Authorization

By initiating each Remittance Payment Instruction, you authorize us to debit your Cash App Balance by the amount you specify, including the Company’s associated fees and any applicable taxes, and to send those funds to your Designated Recipient (a “Remittance Payment(s)”) immediately upon your request and selected delivery method. By submitting an Remittance Payment Instruction, you are also authorizing us to move funds to your Cash App Balance for Remittance Payments that are canceled or otherwise returned.

c. Processing Timeframe

Subject to the 30-minute cancellation procedures discussed below, you understand and agree that when you initiate a Remittance Payment, processing will begin, and funds will leave your Cash App Balance as early as the moment you initiate the Remittance Payment. If the Company executes a Remittance Payment for you pursuant to your Remittance Payment Instruction and there aren't sufficient funds in your Account to cover the transfer, you understand that the Company's recovery of these funds may cause your Cash App Balance to become negative, and that we may recover funds from you in accordance with the Recovery of Funds section of the Cash App terms to bring your negative balance to zero.

d. Method of Payout

As part of the Remittance Payment Instruction, Sender must select a delivery method for the Remittance Payment. The Sender may select either (1) cash pickup at a paying agent location we have partnered with or (2) deposit into the Designated Recipient's bank account in the destination country.

3. Cancellations and Refunds

Within 30 minutes of your Remittance Payment, you have the right to cancel for a full refund, including fees, unless the recipient has already picked up the money or the funds have been deposited into the recipient's account.

a. 30-Minute Cancellation and Right to Refund

You have the right to cancel a Remittance Payment and obtain a refund of all funds paid to us, including fees. In order to cancel, you must contact us by either calling 1-800-969-1940 or by contacting us through your Account in the app within 30 minutes of payment for the transfer.

When you contact us, you must provide us with information to help us identify the transfer you wish to cancel, including the amount and the location where the funds were sent. We will refund your money within 3 Business Days of your cancellation request as long as the funds have not already been picked up or deposited into the Designated Recipient's bank account.

b. Automatic Cancellations and Refunds

Subject to applicable law, if Sender selects cash pickup as the delivery method for a Remittance Payment and the Designated Recipient either fails to pick up the money transfer or fails to sufficiently verify their identity as required within 21 days after the available pickup date provided on the Sender's receipt, the money transfer will be canceled automatically. Such

identity verification requirements may include, but are not limited to, anti-fraud and anti-money laundering compliance review.

For any canceled Remittance Payment, we will refund you and return to you any unclaimed, refused, refunded, or denied Remittance Payment to your Cash App Balance unless we are prohibited from doing so under law. If we are not able to do so, we may use other reasonable means to return the Remittance Payment to you, as permitted by applicable law. All refunds will be in United States Dollars ("USD"). All refunds will be processed within thirty (30) days of the date of cancellation.

4. Remittance Service Fees

You will be charged certain fees in connection with your use of the Remittance Service

The fees for using the Remittance Service are found in Section I. “Stored Balance Disclosures“ of the Cash App Terms and will be disclosed in-app prior to your submission of a Remittance Payment Instruction. We reserve the right to change the fees associated with use of the Remittance Service at any time with reasonable notice, subject to these Cash App Terms and applicable law. Unless otherwise provided, fees for using the Remittance Service are due and payable by you to us at the time you submit a Remittance Payment Instruction.

5. Currency Exchange Rate

Cash App may make money on the exchange rate applied to your transaction.

All Remittance Payments will be funded in USD and paid to the Designated Recipient in the official currency of the destination country. In some countries and subject to availability, you may be able to choose a payout currency other than the official local currency. Subject to applicable law, we disclose the actual exchange rate or an estimated exchange rate that applies to your transaction before you submit payment for the transaction and on your receipt. The disclosed exchange rate may be rounded to a consistent number of decimal places for each currency pursuant to applicable laws. If the Remittance Payment involves an exchange of currencies, the retail exchange rate we quote for individual senders may be different from the wholesale exchange rate we obtain in commercial transactions with our foreign exchange providers. The difference between the retail exchange rate applied to your Remittance Payment and the wholesale exchange rate at which we acquired the payout currency will be kept by the Company and/or the paying agent as revenue, in addition to any fees disclosed on your receipt or in Section I. The Company's paying agent must pay out money transfers in the payout currency indicated on your receipt.

6. Payment and Transaction Limits

We may limit, prohibit, or require you to provide us with additional identification information based on the number of Remittance Payments you send over any period of time. We may also impose other limits, including but not limited to, on the amount you can send in any one transaction or in multiple transactions over any period of time and/or to certain countries, subject to some restrictions. We may adjust these limits at any time at our discretion subject to applicable laws.

7. Risk of Fraudulent Transactions

Be on the lookout for fraud and scams. While we make efforts to identify and reduce the impact of scams on our customers, you should be aware and vigilant that scams may result in the loss of your funds with no recourse.

XVI. Mobile Check Capture Services

These terms govern your use of Mobile Check Capture which enables you to use certain hardware (such as a smartphone or other mobile device) approved by us to create electronic images of the front and back of certain eligible paper checks and to transmit those images and other information,

including, without limitation, information captured from the Magnetic Ink Character Recognition (MICR) line for review, processing and loading into your Cash App Balance. Cash App reserves the right to suspend or terminate your access to Mobile Check Capture at any time, and for any reason.

1. General Information

“Electronic Check” means the electronic image of, and electronic information derived from, a paper check that is collected by Cash App in connection with the submission of the check image for Mobile Check Capture, as well as any associated data, including information provided by you.

When you submit an Electronic Check, Cash App may capture and retain various information from the mobile device, including time and geolocation data. To use Mobile Check Capture, you must have provided Cash App with all hardware and operating permissions that it requests, including permission to access your device’s camera, files stored on your device, device time, and geolocation information.

After we receive your transmission, we will review each Electronic Check. We reserve the right to decline acceptance of any item, even if it meets the eligibility standards of an Eligible Check, and your Cash App account is otherwise in good standing. You should not assume that an Electronic Check will be accepted for Mobile Check Capture. If you need to cash a check

immediately, then you should have backup check cashing options for situations where Mobile Check Capture does not accept your check.

After we have accepted an Electronic Check from you, you must keep the original check in a secure location for two weeks. It is imperative that you do so because we reserve the right to reverse our decision to accept an Electronic Check. If we do we will notify you of our decision and you may cash or deposit the check through another service or at a different institution. After two weeks you must either destroy the original check or clearly and indelibly mark it as VOID unless we have contacted you with other instructions.

You will not use Mobile Check Capture to (i) interfere with or disrupt the operation of Cash App or Mobile Check Capture; nor (ii) conduct or engage in any illegal business or activity, infringe any third party Intellectual Property Rights using Mobile Check Capture or Cash App.

2. Eligibility Requirements

Whether a paper check qualifies as an “Eligible Check” is determined by Cash App in its sole discretion based on factors including, but not limited to, the following:

- The check is written to the order of you, or if the check is a two party check, it is clearly written to the order of either you or another person;
- The physical paper check is in your possession and control when the image is submitted;
- The check is drawn on or payable by a bank, credit union, or other depository institution in the United States;
- The check is not drawn on another account owned by you;
- The check is payable in United States Dollars;
- The check has been properly signed or similarly authenticated by the maker;
- The amount of the check does not exceed the maximum check amount that the Company has set for your use of Mobile Check Capture, and will not cause the total amount of checks you have submitted to via Mobile Check Capture to exceed any daily, weekly, monthly, or other limits on the dollar volume of checks that you may submit with Mobile Check Capture;
- The check is dated and the date of the check is in the past (i.e. the check is not postdated), but no more than 180 days earlier than the date that you submit it through Mobile Check Capture;
- Neither the check, nor any electronic image generated with the check, has been cashed or deposited previously, by you or anyone else;
- The check has not been altered in any way since it was issued (except for the endorsement required by these terms and conditions);
- The check has been endorsed (signed) by you in the designated place (usually on the back) and is clearly legible,

- The check has not been endorsed by anyone else, or to any other financial institution;
- The endorsement states that the deposit is “Cash App Deposit”;
- The check has not been dishonored previously, nor are you aware of any reason to believe that the check will be dishonored (e.g., you have been told that the maker of the check does not have enough money in the account to cover the check); and
- The check otherwise complies with any requirements or conditions listed on the check.

Certain items will not be accepted as Eligible Checks, including, but not limited to: credit card checks, trust checks, estate checks, and checks payable to a business (including sole proprietorship accounts).

3. Representations and Warranties

Each time that you submit an Electronic Check with Mobile Check Capture, you represent and warrant to us that all of the following are true:

a. The check that you are using to create the Electronic Check is an Eligible Check (i.e., it meets all of the eligibility criteria listed above) as of the time that you submit the Electronic Check with Mobile Check Capture; b. All of the information you submit to us in connection with the Electronic Check (such as the check amount that you input manually) is true, accurate, and

complete; c. The information in the Electronic Check is clear, legible, and accurate, including (but not limited to) all of the following information:

- The MICR data on the bottom of the check front;
- The check date;
- The name of the person to whom the check is written (which must be you);
- The check writer's signature; and
- Your endorsement on the back of the check.

4. What to Do After You Submit an Electronic Check

After you submit an Electronic Check with Mobile Check Capture, wait until the app confirms successful submission. Then, place the original paper check in a secure location. Keep the original check for two weeks, and then destroy it, unless we instruct you otherwise.

It is critical that we be able to contact you after you submit an Electronic Check with Mobile Check Capture. Before using the Mobile Check Capture, confirm that all your contact information in the Cash App is up to date. Be sure to check your email and text messages for the email address and phone number we will use to contact you.

5. Dishonored Electronic Checks

If any Electronic Check is dishonored or returned unpaid for any reason, including because we determine the Electronic Check is fraudulent, then we may immediately (and without further notice to you) deduct any funds from the Electronic Check that we have credited to your Cash App Balance. If we have already made funds from the Electronic Check available to you then this deduction may result in a negative Cash App Balance. We may recover funds from you in accordance with the Recovery of Funds section of the Cash App Terms to bring your negative balance to zero.

6. Claims by Drawee Bank

Pursuant to applicable law and the rules of the check collection system, the drawee bank or a collecting bank might pursue a warranty claim or other claim against us related to the Electronic Check, even after the check was honored and paid in full. Common grounds for claims like this include:

- The original check, or another electronic check created from the original check, was presented for payment, either before or after the drawee bank paid the Electronic Check;

- The maker’s signature or any indorsement was forged, or the check was otherwise issued fraudulent and without the authorization of a person authorized to write checks on the account;
- The check was altered after it was made; and
- The information in the Electronic Check images did not match the information that you provided at the time that you submitted the Electronic Check, or it was not possible to verify that information because the information in the Electronic Check images was illegible.

These are just a few examples of the reasons that the drawee bank or a collecting bank may assert a claim with respect to the Electronic Check to recover amounts paid. If we (or one of our banks or other service providers) are subject to such a claim, then we may immediately recover funds from you in accordance with the Additional Cash App Terms of Service - Recovery of Funds (and without notice to you).

7. Funds Availability

Processing your Electronic Check

When you submit your Electronic Check through Mobile Check Capture and it is received by Cash App, it is considered a “Submitted Check.” Our policy is to delay the availability of funds from your Submitted Check at our discretion, which includes reviewing the transaction for potential fraud,

irregularities, and compliance with these Cash App Terms. Funds deposited with Mobile Check Capture are not subject to Regulation CC funds availability requirements. While we review your Submitted Check, you may not use the funds for any reason.

When Funds Will Generally be Available

For the purposes of this section, Submitted Checks received before 7:00 p.m. Eastern Time on a Business Day are considered received on that Business Day. Submitted Checks received after 7:00 p.m. Eastern Time, or on a day that is not a Business Day, are considered received on the next Business Day.

If Cash App accepts the Submitted Check after its review, it becomes an "Accepted Check." Funds from Accepted Checks will be available between 1 and 15 Business Days after we notify you the check was accepted.

About Returned Checks and Multiple Payments

Cash App may make funds available before the Electronic Check can be collected from the paying bank. If the paying bank returns the check as unpaid, then we may reverse the amount credited to your balance. If the check is used for duplicate payments and the payee bank recovers any overpayment, we may deduct that amount from your balance. If the reversal or deduction causes your balance to go negative, you must repay it

immediately. We may recover funds as described in the Additional Cash App Terms of Service - Recovery of Funds

8. Third Party Rights

Mitek Systems, Inc. enables the image capture services for the Mobile Check Capture functionality.

SUCH CHECK CAPTURE SERVICE PROVIDER PROVIDES THE SERVICE “AS IS”, AND “WITH ALL FAULTS”, MAKES NO ADDITIONAL WARRANTIES EXPRESS OR IMPLIED RELATED TO THE SERVICES, AND EXPRESSLY DISCLAIMS ANY AND ALL OTHER WARRANTIES OF ANY KIND OR NATURE, WHETHER EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE ACCURACY, TITLE, AND NON-INFRINGEMENT OF THIRD PARTY RIGHTS.

THE CHECK CAPTURE SERVICE PROVIDER SHALL NOT BE LIABLE TO YOU FOR ANY INDIRECT, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL OR OTHER INDIRECT DAMAGES UNDER ANY CAUSE OF ACTION ARISING OUT OF YOUR USE OF THE CHECK CAPTURE SERVICE.

You acknowledge and agree that Mitek Systems, Inc. has granted you a limited license to use the Mobile Check Capture technology as contemplated in the integration with Cash App only. You further acknowledge and agree that you are prohibited from using, copying, distributing, duplicating, or otherwise reproducing all or any part of the Mobile Check Capture technology and any such unauthorized action shall be a material breach of this Agreement. Without limiting the foregoing, the licenses granted under this Agreement only permits you to use Mobile Check Capture as part of the Cash App, and you may not license the the Mobile Check Capture technology on a standalone basis and may not license the Mobile Check Capture technology to any third party that will modify or integrate it independent of the Cash App integration in any manner.

You acknowledge and agree that, except to the extent prohibited by law, we may share any information about you or any of your transactions using Mobile Check Capture with the service provider for any reason that we deem necessary, including (i) to review transactions for fraud or irregularities; (ii) to confirm that Mobile Check Capture is being used properly and in accordance with these terms and conditions; (iii) to help the service provider or us improve the Mobile Check Capture for you and other users of the service, including by using information about you and your transactions to enhance algorithms and systems for the detection of fraud or transaction monitoring.

XVII. Cash App Pay

1. Description of Cash App Pay

Cash App Pay allows you to use your Account as a payment method to buy goods or services or make a donation when you checkout online, on a mobile e-commerce app, or in-person (“Cash App Pay”).

2. Using Cash App Pay to Pay Approved Merchants

You use Cash App Pay if you (1) visit a mobile e-commerce app or website, select Cash App as your payment method, and use your Account as your payment method, (2) visit an e-commerce website and make a payment by scanning the Cash App QR code generated at checkout using your Account on your phone, or (3) visit a Merchant in-store or in-person and use a point-of-sale (“POS”) device - for example, the Square POS device - and make a payment by scanning the Cash App QR code generated at checkout using your Account on your phone.

Only Company-approved merchants (“Merchants”) may accept Cash App Pay as a payment method. We may approve or revoke approval of a Merchant for use of Cash App Pay at any time in our sole discretion and without notice to you.

When you authorize a payment to a Merchant using Cash App Pay (each, a “Payment”), you authorize us to withdraw the necessary funds from your

Cash App Balance or linked debit account, in each instance to the extent eligible and available (each, a “Payment Source”). Until you have a Prepaid Account or Debit Flex Account, you cannot use your Cash App Balance as a Payment Source. If you have not verified your identity on Cash App, your Payment will either be funded by your linked debit card or rejected. Some Merchants may only accept Payments from your Cash App Balance. Your requested Payment may be declined if one of your Payment Sources does not independently have sufficient funds available to satisfy the requested Payment. If you make a Payment that exceeds your Cash App Balance, you authorize us to charge your linked debit card for all or a portion of the Payment. If the amount of your transaction increases after checkout (for example, you elect to tip a Merchant or add an additional product or service), the additional transaction amount may be reflected as a second Payment in your Account and you authorize us to withdraw the necessary additional funds from a Payment Source.

A Payment may appear as a pending transaction in your Account while the Merchant completes the transaction. In that case, we may place a temporary hold on the funds in your Cash App Balance for the Payment amount while the Merchant completes the transaction. If a linked debit card is used as the Payment Source, your Payment Source issuer also may show a pending authorization for a period of time until they release the hold or receive a completed transaction. The Payment amount may change once the transaction is completed.

3. Limits on Your Use of Cash App Pay

We may, at our discretion, impose limits on the transaction amount or the number of Payments that you may make via Cash App Pay. These limits may change from time to time in our sole discretion. We may decline to complete or delay a Payment in our discretion: (i) if we believe it may involve or result in a violation of applicable law, these Cash App Terms, or our other terms and conditions related to Cash App Pay; (ii) if we believe it exposes us to liability or risk of loss; (iii) if the corresponding Payment instructions or authorization are unclear, ambiguous or incomplete; (ii) if prohibited by the issuer of your debit card; (iv) if we suspect a fraud, abuse, or security risk; or (v) as otherwise stated in these Cash App Terms. We are not responsible for any losses or damages that may result from our delay or cancellation of a Payment. If a linked debit card is used as the Payment Source, your use of Cash App Pay may be subject to additional terms and conditions or restrictions by your Payment Source issuer.

4. Purchases via Cash App Pay

WE ARE NOT RESPONSIBLE FOR AND MAKE NO WARRANTIES WITH RESPECT TO ANY MERCHANTS THAT YOU ELECT TO PAY, GOODS OR SERVICES THAT YOU ELECT TO PURCHASE, OR DONATIONS YOU ELECT TO MAKE VIA CASH APP PAY. WE EXPRESSLY DISCLAIM ANY AND ALL

IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF TITLE, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT, WITH RESPECT TO ANY SUCH MERCHANTS, GOODS, SERVICES, OR DONATIONS.

Your purchase using Cash App Pay is subject to the refund or cancellation policy of the applicable Merchant, not these Cash App Terms or our policies or procedures. If you wish to return any goods or services purchased using Cash App Pay or cancel a Payment, please consult the Merchant's refund or cancellation policy. A refund will not exceed the total amount of the applicable Payment. Merchants will not give cash refunds. When you pay a Merchant using Cash App Pay and the transaction is ultimately refunded, the money will be sent back to you. Transactions may not be refunded to the original Payment Source.

Some Merchants allow you to store your Account as the payment method for future Payments. When you store your Account as a payment method with a Merchant, you agree that the Merchant can use your Account to request payment for future transactions between you and the Merchant. You can block a Merchant from using your Account as payment method for future payments via the Activity tab of your Account. Blocking a Merchant does not cancel existing subscriptions, recurring charges, or outstanding account balances. To resolve any of these issues, contact the Merchant directly.

Other Merchants will not allow you to store your Account as the payment method for future Payments, and you will be prompted to select an eligible payment method every time you make a purchase with the Merchant.

XVIII. Paper Money Deposit

1. **General**. Cash App offers you, if eligible, the ability to add cash (United States dollars) to your Cash App Balance at certain participating retailers ("Paper Money Deposit"), subject to certain daily and periodic transaction and account limits (the "Limits").

The Limits are determined by Cash App in its sole discretion based on your account history, direct deposit history, spending activity, and other risk-based factors. The Limits may be adjusted from time to time in Cash App's sole discretion. The Limits may be increased or decreased at any time by Cash App and represent the maximum amount you may add to your Cash App Balance using Paper Money Deposit. Any changes to the Limits will be communicated to you at our discretion and as required by law, and will also be displayed within your Cash App mobile application. Retailers may also impose a minimum transaction limit of $5 or $20, and that limit may vary based on whether you attempt to add cash using your Cash App Card or a barcode generated by the mobile application.

2. **Use**. Subject to availability, you may use Paper Money Deposit either by generating a barcode within the Cash App mobile application for a participating retailer to scan, or by swiping your active physical Cash App Card at a participating retailer. Depending on the retailer and the amount of the transaction, you may be asked to present proof of identity (e.g., driver's license, passport, or other state or federal identification), physical Cash App Card, or other documentation when using Paper Money Deposit.

3. **Eligibility**. Eligibility for Paper Money Deposit is determined by Cash App in its sole discretion. Sponsored Persons are able to use Paper Money Deposit only if the sponsor of their Sponsored Account is eligible to use Paper Money Deposit. Cash App may, at any time and in its sole discretion, change the existing requirements or add additional requirements that you must meet in order to enroll in or continue to use Paper Money Deposit.

4. **Fees**. 4. Fees. The fee for Paper Money Deposit is $1 per transaction. If you qualify for Cash App Green, as defined in Section XIX of the Cash App Terms of Service. Cash App will waive the Paper Money Deposit Fee until the end of the following calendar month. Any fee will be deducted from the transaction amount. For example, if you deposit $10 using Paper Money Deposit and are assessed the $1 fee, your Cash App Balance will be credited $9 once the transaction is completed.

5. **Cancellation**. Cash App may suspend or terminate your use of Paper Money Deposit for any reason in its discretion. Unless otherwise outlined in

this Agreement or otherwise required by law, you agree that Cash App will not be liable to you or any third-party for any costs, fees, or losses associated with the termination of your access to Paper Money Deposit, including, but not limited to, insufficient funds fees, late fees, legal fees or other charges. For more information on your right to request transaction information or to report errors on your Account, see Section XII (Transaction Information and Disputes).

XIX. Cash App Green

Cash App offers customers the ability to qualify for certain benefits detailed below by earning the status, **Cash App Green** ("CAG"). To qualify for CAG, you must meet one of the following requirements:

1. **Qualifying Deposits**: you must deposit $300 or more each month in Qualifying Deposits. "Qualifying Deposits" includes (i) a direct deposit of payroll, pension or government benefits sent from your employer or a government agency via ACH transfer to your Cash App Balance and/or (ii) a deposit of payroll sent directly from your employer, contractee, or early wage access provider via Original Credit Transaction ("OCT") transfer into your Cash App Balance using your Cash App Card. Per day and per month OCT deposit limits may apply, are set at sole our discretion, and may change.
2. **Qualifying Purchases**: you must spend $500 or more in Qualifying Purchases each month. "Qualifying Purchases" includes all

authorized, completed purchases made with your Cash App Card and/or with Cash App Pay, minus any refunds or returns.

Unless otherwise provided, Qualifying Deposits and Qualifying Purchases cannot be combined for purposes of CAG eligibility. Sponsored Persons must take the qualifying actions outlined above using their Sponsored Account to be eligible for CAG benefits.

CAG Benefits: Customers who qualify for CAG will receive the following benefits until the end of the following calendar month:

1. In-network ATMs: withdrawals fees using your Cash App Card will be reimbursed,
2. Foreign transactions: Cash App Card Foreign Transaction Fees will be waived,
3. Paper Money Deposit: Paper Money Deposit Fees will be waived. For more information on Paper Money Deposits, see Section XVIII. Paper Money Deposit.
4. Free Overdraft: you will have access to Free Overdraft assuming all other eligibility requirements are met. For more information, see Section VI. Cash App Balance, Subsection 7. Free Overdraft Coverage.
5. Borrow access and limits: you will be eligible for access to Borrow, where available, as well as increased Borrow limits assuming all other eligibility requirements are met. Borrow limit increase for

Qualifying Purchases and Qualifying Deposits may be combined, but the limit increase for Qualifying Purchases may be lower than limit increase for Qualifying Deposits. For more information about Cash App Lending product eligibility, including Borrow, see Section XX. Cash App Lending.

6. Cash App Offers: you will receive certain additional custom offers that allow you to save on qualifying transactions assuming all other eligibility requirements are met. For more information, see the Cash App Offers Terms
7. Savings Yield: you will be eligible for the Higher Rate of Savings Yield assuming all other eligibility requirements are met. For more information on Savings Yield and the Higher Rate, see Cash App Savings Terms of Service.
8. Priority phone support: you will receive priority phone support from Cash App. Cash App does not guarantee CAG customers access to phone support within any specific timeframe.

Sponsored accounts are not eligible for Borrow or Free Overdraft. Additional eligibility requirements for these benefits may apply. Cash App may, in our sole discretion, make changes to how to qualify for CAG and the CAG benefits from time to time. Any changes to the benefits or how to qualify for CAG will be communicated to you at our discretion and as required by law. Some benefits may not be available to all customers at all times. You agree we are not responsible for delays, errors, or losses incurred as a result of any errors in applying these benefits to your account.

XX. Cash App Lending

1. **Description**

“Cash App Lending” refers to any closed-end loan products available through Cash App, including Cash App Borrow and Afterpay on Cash App. Cash App Lending products are for personal, family, or household use.

2**. Eligibility**

To be considered for eligibility for Cash App Lending products, you must have an Unrestricted Account, and be physically located in a state where the applicable product is offered. Availability may be limited or unavailable in certain jurisdictions and may change without notice.

Eligibility and offers are subject to change, and may change without notice. Ongoing risk assessments may consider (i) your Account history and activity, and (ii) Cash App Lending repayment history. You may be prevented from obtaining new loans through Cash App Lending while you are overdue on any Cash App Lending product.

Cash App Business Accounts, Sponsored Accounts, and Restricted Accounts are not eligible for Cash App Lending products.

3. **Loan Origination and Terms**

You will be provided a loan agreement and related disclosures (the “Loan Documents”) which will include detailed loan terms, including any fees or overdue penalties, when you use a Cash App Lending product. Cash App Lending products are originated by the entity identified in your Loan Documents. Your Loan Documents govern your specific loan. You may be required to have a debit card on file throughout the term of your loan.

XXI. Cash App Credit Score

1. Description

The Cash App Credit Score is a tool designed to help you better understand your financial picture, and for use by Block, Inc. to determine eligibility for our products. It is not shared with lenders. It is based only on data that the Company possesses regarding your activity and transactions. It is not based on and does not include any of your activity outside of Cash App, including any of your activity with other banks or institutions. Any change in your Cash App Credit Score does not guarantee a similar change in your credit score or credit rating with any consumer reporting agency, bank, or other financial institution.

2. Permitted Use

You agree to use the Cash App Credit Score solely for personal, non-commercial use, to help your understanding of your financial activity on Cash App and potential eligibility for Cash App products and services. You may not use the Cash App Credit Score or any related analysis for any other purpose, including, but not limited to, applying for credit or representing your credit standing to third parties, including banks or other financial institutions.

3. Not Professional Advice

Block, Inc. is not a consumer reporting agency, credit repair organization, credit counselor, or financial or legal advisor. Any analyses or estimates relating to the Cash App Credit Score are provided for informational purposes only, and are not a substitute for professional financial advice.

4. Availability

The Cash App Credit Score feature may not be available to all users, and may be limited or unavailable in certain jurisdictions. Availability may change without notice.

XXII. Generative AI Terms of Use

By using any of the Generative AI or AI-powered products, features, and tools ("AI Products") offered via Cash App, you agree to be bound by these

Generative AI Terms, and any other applicable terms, policies and guidelines. If you are using the AI Products on behalf of a business or entity, that business or entity accepts these terms. Defined terms have the same meaning as in the General Terms.

1. **Acceptable Use Policy**

You are responsible for all content associated with your use of AI Products. You agree that you will not use any AI Product to create any content that is harmful, misleading, or violates the rights of any third party. We reserve the right to suspend, terminate, or otherwise modify your access to AI Products or other Services as determined in our sole discretion if we identify any such misuse.

In addition to any limitations covered in other applicable terms, you agree that you will not use AI Products to:

- Mislead anyone that the content generated by AI Products is human-generated;
- Provide medical, legal, financial, or other specialized advice;
- Obtain medical, legal, financial, or other specialized advice;
- Attempt to exploit, reverse engineer, or misuse the AI Features;
- Interfere with any safety or privacy controls or mechanism;
- Generate or disseminate:

- Content that is misleading, illegal, fraudulent, deceptive, or could lead to harm;
- Personal information or or sensitive information of others in violation of their privacy or data protection rights;
- Content, including images, that infringes or has the potential to infringe the intellectual property or other proprietary rights of another;
- Content that may be libelous, slanderous, or otherwise defamatory;
- Political content, including for dissemination in electoral campaigns;
- Spam, ransomware, keyloggers, viruses or other software;
- Content that contains corrupted data or any other harmful, disruptive, or destructive files;
- Hateful, harassing, abusive, violent, or highly offensive content that attacks or dehumanizes a group based on race, ethnicity, national origin, religion, serious disease or disability, gender, age, or sexual orientation; or
- Pornographic material, images of explicit nudity, depictions of graphic violence or gore, or content that otherwise promotes, glorifies, or threatens violence.
- Impersonate any person or entity or falsely state or otherwise misrepresent your affiliation with a person or entity; or
- Intentionally or unintentionally violate any applicable law or regulation.

2**. Your Content and Licensing**

You are responsible for any text you type or images, content, or data you upload into AI Products ("Input"), as well as any text, images, or content generated by AI Products through your use of AI Products or through prompts you provide to AI Products ("Output", together "AI Content"). You are also responsible for ensuring that any AI Content complies with all applicable laws, regulations, and terms before generating, using, or sharing it. You agree that you will not include any sensitive personal data of any individual (including your Social Security number, passport, or driver's license, data revealing racial or ethnic origin, political opinions, religious or philosophical beliefs, or trade union membership, health data or data concerning anyone's sex life or sexual orientation) in any Input to AI Products. When using Outputs, you agree to inform viewers of those Outputs that the content is AI-generated.

By submitting, uploading, or otherwise providing any Input to or through the AI Products, you expressly represent, warrant, and covenant that (i) you own or have secured all necessary rights, licenses, consents, and permissions to provide the Inputs to Cash App and to authorize our use of the Inputs in accordance with these GenAI Terms; and (ii) the Inputs, and the Company's and your use of the Inputs, do not and will not infringe, misappropriate, or otherwise violate any intellectual property, privacy, publicity, contractual or other proprietary right of any third party.

You understand that all Outputs are generated by artificial intelligence and that it is your responsibility to verify the accuracy of all AI Content and ensure

its compliance with all applicable law, regulations, and terms, including any intellectual property or privacy rights of third parties.

As between you and the Company, to the extent permitted by law and subject to the applicable terms, you own your AI Content. You grant us and our subsidiaries, affiliates, and successors a worldwide, non-exclusive, royalty-free, fully-paid, transferable, irrevocable, perpetual, and sub-licensable right to use, reproduce, modify, adapt, publish, prepare derivative works of, distribute, publicly perform, and publicly display your AI Content throughout the world in any media for any reason, including to provide, promote, and/or incorporate into the AI Products. You retain all rights in your Inputs and Outputs, subject to the rights you granted to us in these terms.

IF YOU DO NOT WISH TO GRANT BLOCK A LICENSE TO ANY OF YOUR AI CONTENT, PLEASE DO NOT USE BLOCK'S AI PRODUCTS.

You may modify or remove your Outputs via your Cash App Account or by terminating your Cash App Account, but your Inputs and Outputs may persist in historical, archived or cached copies and versions thereof available on or through the AI Products. We agree not to make any copyright ownership claim over your Inputs or Outputs. In the event that any of your Inputs or Outputs is alleged to be unlawful or otherwise in breach of these terms, we may disclose such content to law enforcement or other governmental authorities, or in response to a court order.

Although we have no obligation to monitor any AI Content, we have absolute discretion to remove AI Content at any time and for any reason without notice. We may also monitor such AI Content to detect and prevent fraudulent activity or violations of these or other applicable terms. You understand that by using the AI Products, you may be exposed to content that is offensive, indecent, or objectionable. We do not warrant or guarantee the accuracy, completeness or reliability of any Output, or that any Output or use of it does not infringe any third-party rights. We take no responsibility and assume no liability for any Content, including any omissions, errors, loss or damage to any of the AI Content. You should not rely on outputs as factual or as a substitute for financial, investment, tax or any professional advice. Block may impose limits on the number of Outputs you can create with AI Products.

3**. Third-Party Rights**

You may not use AI Products to create content that violates third-party copyright, trademark, privacy or other rights. This may include, but is not limited to, entering text prompts to generate a third-party brand logo, uploading an Input image that includes a third party's copyrighted content, or using a third party's personal information in violation of their privacy or data protection rights. If you are not sure whether your content violates the rights of a third party, we do not recommend you create such content without consulting your own legal advisor.

4. No Model Training

When using our AI Products, you agree you will not use them to train other AI or Machine Learning models. This means you must not, and must not allow third parties to, use any content, data, Outputs or other information received or derived from AI Products, to directly or indirectly create, train, test, or otherwise improve any machine learning algorithms or artificial intelligence systems, including any architectures, models, or weights.

5. Third-Party Technology Partners

We may use technology provided by third party service providers to provide some functionality for AI Products. You acknowledge that any Input you provide, including any personal data you choose to include within that Input, may be shared with such third party service providers to enable functionality within AI Products. By using AI Products, you direct and consent to personal data you include in an Input being transferred to these third parties, and you agree that your use is subject to the terms of those third parties.

We may also share your data with select third party service providers we engage to enable functionality within AI Products and they may also use your data to improve their services. This may include any personal data you

choose to include within such Input and you acknowledge that our Privacy Notice applies to the handling of such personal data.

XXIII. OTHER LEGAL TERMS

1. Recovery of Funds

You give us permission to recover amounts you owe by debiting funds available in your Cash App account or any other account you may have with the Company. This may involve us making attempts to recover less than the full amount you owe to us. We might contact you or take other legal actions to collect amounts due.

You authorize the Company to recover funds from you in accordance with these Service Terms and any other agreement you have with us, including if you owe amounts to us or for reason of fraud or illegal activity.

You authorize the Company to debit, charge, setoff against and otherwise recover funds from your Account, your Cash App Balance, your Savings Balance, any Linked Account (including your credit card), any connected Company Account, any Balance (as defined in the Cash App Business Terms) or any Reserve (as defined in the Cash App Business Terms) if applicable, and any payment instrument, linked external bank, depository and other account registered in your Account. Your authorization will remain in full force and effect until the later of closure or termination of your Account, or the disbursement of all funds held on your behalf.

Further, in the event that any attempt to recover funds from you should fail, your authorizations hereunder include your grant to the Company of new, original authorizations to recover all or less than all of the amount you owe us or belong to us. You authorize the Company to take the above steps without prior notice to you and irrespective of (i) whether we have made demand under these Cash Terms, the Cash App Business Terms, the General Terms or any other agreement you have with us; and (ii) whether the obligation is contingent, matured or unmatured. Your authorization hereunder includes all authorizations to take the above steps in complete compliance with the Network Rules and the Automated Clearing House Electronic Payment Association ("NACHA") rules. You agree that your grant of the authorizations hereunder has the same legal effect as if you had signed a paper containing the same terms.

If the Company is unable to recover the funds by these means, the Company may attempt to contact you or may take other legal actions to collect the amounts due, to the extent allowed by applicable law.

We may also recover funds from your Account in connection with a disputed transaction. For example:

- If a Cash App customer that sent you money disputes the payment and requests reimbursement for a payment you previously received, the Company may recover the amount disputed or owed from your Cash App Balance and/or your Savings Balance.

- If you initiate a transaction dispute with an external funding source and win that dispute, we may recover the funds from your Account.

If there aren’t sufficient funds in your Account to cover the disputed amount, you understand that the Company's recovery of these funds may cause your account to become negative.

The Company is not liable for funds that we recover from your Cash App Balance and/or your Savings Balance to cover: a negative balance on your linked Company account(s); the amount owed to the Company under its terms of service; or a pending dispute or chargeback; or to protect against financial risk as outlined in these terms.

2. AI-Powered Chat and Interfaces.

Cash App may make available AI-Powered features that provide conversational support, usage summaries, display potential actions or route to existing Cash App features. These AI-Powered features are informational only and do not provide financial, investment, legal, or tax advice. You are solely responsible for confirming any action made available by AI-Powered features before execution, and no transaction will occur without your explicit confirmation. AI-Powered features do not create any fiduciary duty between you and the Company. AI-Powered features do not provide personalized advice or suggestions. To the maximum extent permitted by law, the

Company disclaims all liability for reliance on information, summaries, potential actions or anything that may be interpreted as advice or suggestions provided through AI-Powered features.

3. Compliance with Governmental Authorities

The Company may freeze, withhold, or remit funds in your Account in response to a subpoena, court order, search warrant, notice, or other binding order from a governmental authority or third party, including but not limited to tax levies, garnishment orders, or lien notices.

4. Limitations on Use

We may limit your funding sources to reduce risk. You will use Cash App legally and in accordance with debit and credit card network rules. You agree to not abuse the payment system or the service. We may block or reverse any transaction, including those that violate our terms or the law, at your expense.

The Company may limit the funding sources available for a specific transaction at any time in its sole discretion. You may not use unaffiliated prepaid cards or gift cards to fund transactions on the Cash App.

You agree that you are independently responsible for complying with all applicable laws in all of your activities related to your use of the Service and for all communications you send through the Service. You also agree to be bound by any applicable NACHA rules.

You further agree that in connection with your use of the Service, or in the course of your interactions with the Company, a Cash App customer or a third party, you will not (a) use your Account or the Service in a manner that the Company, Visa, MasterCard, American Express or Discover reasonably believe to be an abuse of the payment card system or a violation of payment card association rules, (b) provide yourself a cash advance from your credit card (or help others to do so), or (c) use the Service to make transactions for the sole purpose of earning rewards, perks, miles, points, etc. with your credit card.

We reserve the right to block, refuse, or reverse any transaction, in our sole discretion. We will notify the affected parties promptly if we decide to do so, but notification is not required if the transaction is prohibited by these terms or applicable law. Neither we nor third parties to whom we assign or delegate rights or responsibilities will be liable for any claims or damages resulting from prohibited transactions. All costs for research and resolution for any misapplied, misposted or misdirected prohibited transactions will be your sole responsibility and not ours.

5. Acceptable Use Policy and Other Restrictions

If you want to use our services, you can't do certain bad things. If we think you are doing these bad things, we have the right to share your information with law enforcement.

Your use of Cash App and the Services are subject to Cash App's Acceptable Use Policy.

Except where prohibited by law, you may not, nor may you permit any third party, directly or indirectly, to:

- engage in any activity that may be in violation of regulations administered by the United States Department of the Treasury's Office of Foreign Asset Control (31 C.F.R. Parts 500-599). Prohibited activity includes but is not limited to the provision of Services to or for the benefit of a jurisdiction, entity, or individual blocked or prohibited by relevant sanctions authorities, including but not limited to activities in Iran, Cuba, North Korea, Syria, or the Crimean Region of the Ukraine. If found to be in apparent violation of these restrictions, your account could be terminated and your funds could be held for an indefinite period of time;

- access or monitor any material or information on any Company system using any manual process or robot, spider, scraper, or other automated means;
- except to the extent that any restriction is expressly prohibited by law, violate the restrictions in any robot exclusion headers on any Service, work around, bypass, or circumvent any of the technical limitations of the Services, use any tool to enable features or functionalities that are otherwise disabled in the Services, or decompile, disassemble or otherwise reverse engineer the Services;
- perform or attempt to perform any actions that would interfere with the proper working of the Services, prevent access to or use of the Services by our other customers, or impose an unreasonable or disproportionately large load on our infrastructure;
- copy, reproduce, alter, modify, create derivative works, publicly display, republish, upload, post, transmit, resell or distribute in any way materials, information or Services from the Company;
- transfer any rights granted to you under these Cash App Terms;
- use the Services for the sale of firearms, firearm parts, ammunition, weapons or other devices designed to cause physical harm;
- use the Services for any illegal activity or goods or in any way that exposes you, other Company users, our partners, or the Company to harm; or
- otherwise use the Services except as expressly allowed under these Terms.

If we reasonably suspect that your Account has been used for an unauthorized, illegal, or criminal purpose, you give us express authorization to share information about you, your Account, and any of your transactions with law enforcement, in accordance with applicable state, local, and federal laws and regulations governing such information sharing.

6. Limitations on Our Liability for Failure to Complete Transactions

There are some circumstances where we will not be liable if transactions do not go through. Those circumstances are listed here.

Subject to applicable law, we will not be liable, for failure to complete transactions in the following circumstances: (a) Through no fault of ours, there are insufficient funds in your Cash App Account to complete the transaction; (b) A merchant refuses to accept your Cash App Card; (c) The information supplied by you is incorrect, incomplete, ambiguous or untimely; (d) An ATM where you are making a cash withdrawal does not have enough cash; (e) An electronic terminal (Point of Sale or ATM) where you are making a transaction does not operate properly; (f) Access to funds in your Cash App Account have been blocked after you reported your Cash App Card lost or stolen; (g) The transaction cannot be completed because your Cash App Card is damaged; (h) There is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use; (i) We have reason to believe the requested transaction is unauthorized; (j)

Circumstances beyond our control (such as fire, flood, power failure, strike, labor dispute, critical service provider failure, computer breakdown, telephone line disruption, government or regulatory action, or a natural disaster) prevent or delay the completion of the transaction, despite reasonable precautions that we have taken; or (k) Any other exception stated in our Agreement with you.

7. Changes to External Account Numbers

If your credit card or your debit card account number changes or the expiration date changes, we may acquire that information from our financial services partner and update your Account accordingly.

8 Our Relationship With You

We are an independent contractor for all purposes, except that we act as your limited agent with respect to the custody and transfer of your funds for the purposes set forth herein only.

9. Termination of Account

We can terminate or deny you access to our services at any time, for any reason. You can also choose to deactivate your account at any time.

We may terminate these Cash App Terms or any Terms, or suspend or terminate your Account or your access to any Service, and the same for any associated Account or Sponsored Account, at any time for any reason, including for a violation of these Cash App Terms. We may add or remove, suspend, stop, delete, discontinue or impose conditions on Services or any feature or aspect of a Service. We will take reasonable steps to notify you of termination or these other types of Service changes by email or within the app at the next time you attempt to access your Account. You may also terminate the Cash App Terms applicable to your Account by deactivating your Account at any time.

10. Effect of Termination

Once our relationship ends, we are not responsible for any losses you experience because of the termination of our services or for removing your data from our servers. Some terms of our agreement will still apply even after our relationship ends.

If these Terms or your Account is terminated or suspended for any reason: (a) the license and any other rights granted under these Terms will end, (b) we may delete your information and account data stored on our servers, and (c)

we will not be liable to you or any third party for compensation, reimbursement, or damages for any termination or suspension of the Services, or for deletion of your information or account data. The following Sections of these Cash App Terms survive and remain in effect in accordance with their terms upon termination: V.1 (Your Content), V.4 (Ownership), V.6 (Copyright and Trademark Infringement), XXIII.10 (Effect of Termination), XXIII.15 (Indemnity), XXIII.16 (No Warranties), XXIII.17 (Limitation of Liability and Damages), XXIII.18 (Third Party Products), XXIII.19 (Disputes), XXIII.20 (Binding Arbitration), XXIII.21 (Governing Law), XXIII.21 (Assignment), and XXIII.23 (Other Provisions).

11. Services Upon Closure of Account

When your Cash App account is closed, we'll settle any pending transactions and return remaining funds in your account to you. We may need to hold your funds if there is an investigation at the time your Account is closed.

Any pending transactions at the time of termination, closure, or suspension of your Account will be settled. Any funds that we are holding in custody for you at the time of termination, suspension, or closure of your Account, less any applicable fees, (1) may be made available for you to withdraw in the Company's discretion and subject to the other conditions in these Cash App Terms, and (2) we may require you to link a new bank account that has not been associated with your Account to withdraw such funds. We reserve the

right to hold your funds at our discretion to protect the Company or a third party against the risk of reversals, chargebacks, claims, fees, fines, penalties and other liability. In addition, if an investigation is pending at the time of closure, we may hold your funds until resolution of the investigation.

12. Unclaimed Property

If your Account is inactive for an extended period of time it may be deemed “unclaimed” or “abandoned” under your state’s law. If this occurs, the Company will provide you with notice as required by applicable law. If funds still remain in your Account, the Company will escheat such funds as required by applicable law.

13. Referral Programs

From time to time, we may offer referral programs or incentives for inviting others to use the Service (a “Referral Program”). Any bonuses or incentives under such Referral Program shall be subject to the then current Referral Program terms, if applicable, and otherwise at our sole discretion.

14. Taxes.

You are responsible for all applicable taxes that arise from or as a result of your use of the Service, except to the extent the Company voluntarily decides to absorb any such taxes, for which we are under no obligation to do so and may change at any time in our sole discretion. For the avoidance of doubt, all sums payable by you to the Company under these Cash App Terms shall be paid free and clear of any deductions or withholdings whatsoever. Other than taxes that may be charged by the Company to you and remitted to the appropriate tax authorities on your behalf, any deductions or withholdings that are required by law shall be borne by you and paid separately to the relevant taxation authority.

The Remittance Service may be subject to taxes pursuant to applicable law, which may reduce the amount received by the Designated Recipient and/or be charged to you with respect to such Remittance Payment. The Company disclaims liability for any such taxes, which shall be borne either by you or by the Designated Recipient.

You may be asked to provide certain information used to assist the Company in complying with its obligations under the United States Internal Revenue Code and the applicable Treasury Regulations, or state and local governments. By providing the Company with this information you are certifying that the information provided is true and accurately reflective of your use of the Services.

When indicating that you are a Cash App Business Account, you certify that your use of Payment Services through Cash App is to receive payment(s) that are “reportable payment transactions” as defined in Treas. Reg. § 1.6050W–1(a)(3) and the associated applicable state and local regulations, including, but not limited to, the payments for goods and services. When indicating that your use of the Peer-to-Peer Service is “Personal”, you certify that such uses solely for receipt of payments other than reportable payment transactions. For avoidance of doubt, “Personal use” does not allow for the receipt of payment for goods and services you provide others that constitute “reportable payment transactions”as defined in Treas. Reg. § 1.6050W–1(a)(3).

FOR WEST VIRGINIA RESIDENTS: Where applicable, West Virginia sales tax is being paid for you for certain fees, which are subject to taxation in West Virginia.

15. Indemnity

If you do something using our services that gets us sued or fined, you agree to cover our losses as described below.

You will indemnify, defend, and hold us and our processors (and our respective employees, directors, agents, affiliates and representatives) harmless from and against any and all claims, costs, losses, damages,

judgments, tax assessments, penalties, interest, and expenses (including without limitation reasonable attorneys' fees) arising out of any claim, action, audit, investigation, inquiry, or other proceeding instituted by a person or entity that arises out of or relates to: (a) any actual or alleged breach of your representations, warranties, or obligations set forth in these Terms; (b) your wrongful or improper use of the Services; (c) your violation of any third-party right, including without limitation any right of privacy, publicity rights or Intellectual Property Rights; (d) your violation of any law, rule or regulation of the United States or any other country; (e) any third-party claims made by your Buyer regarding the Company's processing of your customer/Buyer's Personal Information in connection with providing you with the Services; and (f) any other party's access and/or use of the Services with your unique name, password or other appropriate security code.

16. No Warranties

While we do our best to bring great products and services to our customers, we provide them as-is, without warranties. We are not responsible for any goods and services that you might buy or sell using Cash App Business Account.

THE USE OF "THE COMPANY" IN SECTIONS XXIII.16 AND XXIII.17 MEANS THE COMPANY, ITS PROCESSORS, ITS SUPPLIERS, AND ITS LICENSORS (AND THEIR RESPECTIVE SUBSIDIARIES, AFFILIATES, AGENTS, DIRECTORS, AND EMPLOYEES).

THE SERVICES ARE PROVIDED “AS IS” WITHOUT REPRESENTATION OR WARRANTY, WHETHER IT IS EXPRESS, IMPLIED, OR STATUTORY. WITHOUT LIMITING THE FOREGOING, THE COMPANY SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON-INFRINGEMENT.

THE COMPANY DOES NOT WARRANT OR GUARANTEE THAT THE SERVICES ARE ACCURATE, RELIABLE OR CORRECT; THAT THE SERVICES WILL MEET YOUR REQUIREMENTS; THAT THE SERVICES WILL BE AVAILABLE AT ANY PARTICULAR TIME OR LOCATION, UNINTERRUPTED, ERROR-FREE, WITHOUT DEFECT OR SECURE; THAT ANY DEFECTS OR ERRORS WILL BE CORRECTED; OR THAT THE SERVICES ARE FREE OF VIRUSES OR OTHER HARMFUL COMPONENTS.

The Company does not warrant, endorse, guarantee, or assume responsibility for any product or service advertised or offered by a third party. The Company does not have control of, or liability for, goods or services that are paid for using the Services.

17. Limitations of Liability and Damages

As described below, if something bad happens because of your use of our services, our liability is capped.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, IN NO EVENT WILL THE COMPANY BE LIABLE FOR ANY DIRECT, INDIRECT, PUNITIVE, INCIDENTAL, SPECIAL, CONSEQUENTIAL, OR EXEMPLARY DAMAGES, INCLUDING WITHOUT LIMITATION DAMAGES FOR LOSS OF PROFITS, GOODWILL, USE, DATA, OR OTHER INTANGIBLE LOSSES, THAT RESULT FROM THE USE OF, INABILITY TO USE, OR UNAVAILABILITY OF THE SERVICE. IN ALL CASES, THE COMPANY WILL NOT BE LIABLE FOR ANY LOSS OR DAMAGE THAT IS NOT REASONABLY FORESEEABLE.

UNDER NO CIRCUMSTANCES WILL THE COMPANY BE RESPONSIBLE FOR ANY DAMAGE, LOSS, OR INJURY RESULTING FROM HACKING, TAMPERING, OR OTHER UNAUTHORIZED ACCESS OR USE OF THE SERVICES OR YOUR CASH APP ACCOUNT, OR THE INFORMATION CONTAINED THEREIN.

TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, THE TOTAL LIABILITY OF THE COMPANY IS LIMITED TO THE GREATER OF (A) THE AMOUNT OF FEES EARNED BY US IN CONNECTION WITH YOUR USE OF THE SERVICES DURING THE THREE (3) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM FOR LIABILITY, OR (B) $500.

THIS LIMITATION OF LIABILITY SECTION APPLIES WHETHER THE ALLEGED LIABILITY IS BASED ON CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER BASIS, EVEN IF THE COMPANY HAS

BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE. THE FOREGOING LIMITATION OF LIABILITY WILL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW IN THE APPLICABLE JURISDICTION.

18. Third Party Products

All third party products included or sold with the Services are provided solely according to the warranty and other terms specified by such third party, who is solely responsible for service and support for its product. For service, support, or warranty assistance, you should contact the manufacturer directly. THE COMPANY MAKES NO REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, WITH RESPECT TO SUCH THIRD PARTY PRODUCTS, AND EXPRESSLY DISCLAIMS ANY WARRANTY OR CONDITION OF MERCHANTABILITY, NON-INFRINGEMENT, OR FITNESS FOR A PARTICULAR PURPOSE.

19. Disputes

When you see the word “Dispute” in Section XXIII.20, here’s what it means.

For purposes of Section XXIII.20, “Disputes” are defined as any claim, controversy, or dispute between you and the Company, its processors, suppliers or licensors (or their respective affiliates, agents, directors or

employees), whether arising before or during the effective period of these Terms, and including any claim, controversy, or dispute based on any conduct of you or the Company that occurred before the effective date of these Terms, including any claims relating in any way to these Terms or the Services, or any other aspect of our relationship.

20. Binding Arbitration

This section provides details about how we will resolve disputes through the arbitration process.

If you are an individual Cash App customer, this arbitration provision applies to you:

General. You and the Company agree that any and all Disputes, except those that are resolved informally or brought in a small claims court, will be individually arbitrated by a neutral arbitrator who has the power to award the same individual damages and individual relief that a court can. ANY ARBITRATION UNDER THESE CASH APP TERMS WILL ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, REPRESENTATIVE ACTIONS, MASS ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED. YOU WAIVE ANY RIGHT TO HAVE YOUR CASE DECIDED BY A JURY AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST THE COMPANY. Nothing in this

agreement prevents you or the Company from settling Disputes on a class, representative, or consolidated basis. If any term of this arbitration agreement in Section XXIII.20 is found unenforceable, including the Bellwether Arbitration procedures described below, the unenforceable term will be severed, and the remaining terms will be enforced (but in no case will there be a class action, consolidated action, mass action or representative action arbitration).

Pre-Filing Requirement to Attempt to Resolve Disputes. Before an arbitration is commenced, you and the Company agree to attempt to avoid the costs of formal dispute resolution by giving each other a full and fair opportunity to address and resolve a Dispute informally. Both parties recognize that this is an important requirement, and that breach of this requirement would be a material breach of the Terms. To provide this opportunity, before commencing any arbitration, proceeding in small claims court, or lawsuit (when permitted by this arbitration agreement), each party agrees to send to the other party a written Notice ("Notice") and personally meet and confer to informally resolve any Dispute. Any Notice to the Company should be sent by mail to Block, Inc., Attn: Arbitration Agreement, 1955 Broadway, Suite 600, Oakland, CA 94612. Any Notice sent to you will be mailed to the address on file for your account. The Notice must: (i) include your name, mailing address, $Cashtag, email address and phone number associated with your account; (ii) provide detailed information sufficient to evaluate the merits of the claiming party's individualized claim and for the other party to determine if an amicable resolution is possible; (iii) set forth the

specific relief sought, including an accurate, good-faith calculation of the amount in controversy, enumerated in United States Dollars, including whatever amount of money is demanded and the means by which the demanding party calculated the claimed damages; and (iv) be personally signed by you or the Company, as applicable. A Notice is only valid when it pertains to, and is on behalf of, an individual party. A Notice brought on behalf of multiple parties is invalid as to all. Both parties agree that they will attempt to resolve a Dispute through an informal negotiation within sixty (60) days from the date the Notice is received, and you and the Company therefore agree that, before either you or the Company demands or attempts to commence arbitration or litigation (where permitted) against the other, both parties will personally meet and confer, via telephone or videoconference, with each other in a good-faith effort to resolve informally any Dispute. These informal resolution conferences shall be individualized such that a separate conference must be held each time either party intends to commence individual arbitration or litigation (where permitted); multiple parties initiating claims cannot participate in the same informal resolution conference, unless mutually agreed to by the parties. If you are represented by counsel, your counsel may participate in the conference, but you shall also fully participate in the conference. Engaging in an informal resolution conference is a requirement that must be fulfilled before commencing arbitration or litigation (where permitted). Any statute of limitations shall be tolled while the parties engage in the informal resolution process required by this paragraph.

After that sixty (60) day period and not before, and after the informal resolution conference has occurred and not before, either party may elect, in a written Notice to the other party as described above, that it will pursue the matter either through small claims court or arbitration. The party receiving the notice shall then have seven (7) days to respond, including to elect for the case to be heard by a small claims court with jurisdiction. After that seven (7) day period and not before, either party may commence arbitration if not proceeding in small claims court with jurisdiction. You agree that compliance with the informal resolution process described above is a condition precedent to commencing arbitration or filing a claim in small claims court. A party's failure to satisfy this condition precedent entitles the opposing party to seek immediate dismissal of the arbitration or litigation (where permitted) and the right to seek reimbursement of its costs. If either party elects small claims court, the Dispute will be resolved in that forum and not through arbitration. Each party agrees that state courts in the City of Oakland and County of Alameda, California, or federal court for the Northern District of California, referenced below, may enter injunctive relief to enforce the pre-filing requirements of this paragraph, including an injunction to stay an arbitration that has been commenced in violation of this paragraph. Each party also agrees that state courts in the City of Oakland and County of Alameda, California, or federal court for the Northern District of California may address whether a claim filed in small claims court or in arbitration has been previously released.

Scope of Arbitration. If we and you are not able to resolve the Dispute by informal negotiation or, as provided below, in a small claims court, all Disputes will be resolved finally and exclusively by binding individual arbitration with a single arbitrator (the "Arbitrator") administered by National Arbitration and Mediation ("NAM") (https://www.namadr.org) according to the NAM Comprehensive Rules and Procedures and, when applicable, the NAM Supplemental Rules for Mass Arbitration Filings (together, the "NAM Rules"), and this Section. In the event NAM is unavailable to administer the arbitration, either party may invoke 9 U.S.C. § 5 to request that a court appoint the Arbitrator. Except as set forth above, and for Disputes subject to jurisdiction in small claims court, the Arbitrator shall be responsible for determining all threshold arbitrability issues, including issues relating to whether the Cash App Terms (or any aspect thereof) are enforceable, unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

Small Claims Court. Subject to applicable jurisdictional requirements, either party may elect to pursue a Dispute in a local small-claims court rather than through arbitration so long as the matter remains in small claims court and proceeds only on an individual basis. If a party has already submitted an arbitration demand to the arbitration provider but before an Arbitrator has been selected, and the claim is subject to the jurisdiction of the filing party's local small claims court, the other party can send a written notice to the opposing party and the arbitration provider requesting that the Dispute be decided in small claims court. Upon receipt of such notice, and if all

outstanding arbitration service fees have been paid, the arbitration provider shall then administratively close the case.

Arbitration Procedures. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, including its procedural provisions, fully applies. So long as it is consistent with the NAM Rules, the arbitration shall occur through the submission of documents to one Arbitrator. To the extent the Arbitrator determines a hearing is required, the arbitration shall be conducted remotely by telephone or video conference. To the extent that the Arbitrator determines that an in-person hearing is required, the arbitration hearing will take place as close to your hometown as practicable. You and the Company will have the right to file early or summary dispositive motions. The Arbitrator's award will be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The Company values your privacy, particularly with respect to your financial transactions and data. Each of the parties shall maintain the confidential nature of the arbitration and shall not (without the prior written consent of the other party) disclose to any third party the fact, existence, content, award, or other result of the arbitration, except as may be necessary to enforce, enter, or challenge such award in a court of competent jurisdiction or as otherwise required by applicable law. While an Arbitrator may award declaratory or injunctive relief, the Arbitrator may do so only with respect to the individual party seeking relief and only to the extent necessary to provide relief warranted by the individual party's claim. The Arbitrator's decision and judgment thereon will not have a precedential or collateral estoppel effect with respect to disputes involving other parties.

Bellwether Arbitration Procedures. You and the Company agree that if twenty-five (25) or more similar individual arbitration demands are brought against you or us by or with the assistance of the same or coordinated counsel or entities ("Mass Proceeding"), the parties shall select twelve (12) individual arbitration demands (six (6) per side) for arbitration to proceed ("Bellwether Arbitrations"). The NAM Supplemental Rules for Mass Arbitration Filings shall apply if the parties' dispute is deemed by NAM, in its sole discretion pursuant to the NAM Rules and this Section XXIII.20, to be part of a Mass Proceeding. While the Bellwether Arbitrations are adjudicated, all other demands for arbitration that are part of the Mass Proceeding shall be held in abeyance and stayed, and no party shall be responsible for paying any administrator or arbitrator fees (other than the arbitration provider's initial filing/administrative fees, and Procedural Arbitrator fees, if applicable) with respect to such stayed demands while the Bellwether Arbitrations are adjudicated. Any applicable statute of limitations shall be tolled as to non-Bellwether Arbitrations demands when such non-Bellwether Arbitrations are held in abeyance. The tolling period will begin when the claimant first provided the Notice of its intent to initiate an informal resolution conference as described above.

Any party may request, within five (5) Business Days of being notified by the arbitration provider that arbitration demand(s) have been filed, that the arbitration provider appoint a sole procedural arbitrator ("Procedural Arbitrator") to determine initial questions that arise in the Bellwether Arbitrations, including whether the Bellwether Arbitration procedures are

applicable or enforceable, whether any particular demand is part of a Mass Proceeding, and whether any particular demand within a Mass Proceeding was filed in accordance with this Section XXIII.20. To expedite the Procedural Arbitrator's resolution of any such initial questions, the parties agree that the Procedural Arbitrator may set forth such procedures as are necessary to resolve any such initial questions promptly. The Company shall pay the Procedural Arbitrator's costs.

All parties agree that the Bellwether Arbitration procedures are designed to be a generally faster, more efficient, and more affordable mechanism for resolving a Mass Proceeding, including the claims of individual parties who are not selected for a Bellwether Arbitration. All parties shall work in good faith with the Arbitrator or Procedural Arbitrator to complete each Bellwether Arbitration within one hundred and twenty (120) calendar days of its initial pre-hearing conference.

Following resolution of the Bellwether Arbitrations, all parties agree to engage in a mediation of all remaining arbitration demands comprising the Mass Proceeding (the "Bellwether Mediation"). The Bellwether Mediation shall be administered by the arbitration provider. If the parties are unable to resolve the remaining demands for arbitration comprising the Mass Proceeding within thirty (30) calendar days following the Bellwether Mediation, the remaining demands for arbitration comprising the Mass Proceeding shall be administered by the arbitration provider on an individual basis pursuant to the

arbitration provider's rules and this Section XXIII.20, unless the parties mutually agree otherwise in writing.

All parties agree to cooperate in good faith with the arbitration provider to implement the Bellwether Arbitration procedures, including deferring any costs associated with the non-Bellwether Arbitration Mass Proceedings until the Bellwether Arbitrations and subsequent Bellwether Mediation have concluded, and cooperate on any steps to minimize the time and costs of arbitration, which may include the appointment of a discovery special master to assist the arbitrator in the resolution of discovery disputes and the adoption of an expedited calendar of the arbitration proceedings.

These Bellwether Arbitration procedures shall in no way be interpreted as authorizing a class, collective, or mass action of any kind, or an arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this Section XXIII.20.

Arbitration Fees. In accordance with the NAM Rules, the party initiating the arbitration (either you or us) is responsible for paying the applicable filing fee. For purposes of this arbitration agreement, references to you and the Company also include respective subsidiaries, affiliates, agents, employees, predecessors, successors and assigns as well as authorized users or beneficiaries of the Services.

Opt Out. You may reject this arbitration agreement, in which case only a court may be used to resolve any Dispute. To reject this agreement, you must send us an opt-out notice (the "Opt Out") within thirty (30) days after you first create a Cash App Account, or for existing customers who agree to this as a terms update, within thirty (30) days of agreeing to such updated terms. The Opt Out must be mailed to Block, Inc., Attn: Arbitration Agreement, 1955 Broadway, Suite 600, Oakland, 94612 (please note that any correspondence not related to opting out sent to this address will not receive a reply). For your convenience, we are providing an opt out notice form you must fill in to Opt Out. You must complete this form by providing your name, address, $Cashtag, phone number and the email address(es) you used to sign up for and use the Services. This is the only way of opting out of this arbitration agreement. Opting out will not affect any other aspect of the Cash App Terms, Additional Terms, or the Services, and will have no effect on any future agreements you may reach to arbitrate with us. An Opt Out that purports to opt out multiple parties will be invalid as to all such parties. No individual party (or their agent, representative, or group of agents or representatives) may effectuate an Opt Out on behalf of other individual parties.

Court Proceedings. Subject to and without waiver of the arbitration provisions above, you agree that any judicial proceedings (other than small claims actions as discussed above) will be brought in and you hereby consent to the exclusive jurisdiction and venue in the state courts in the City of Oakland and County of Alameda, California, or federal court for the Northern District of California.

If you are a customer with a Cash App Business Account, this arbitration provision applies to you:

General. You and the Company agree that any and all Disputes, except those that are resolved informally or brought in a small claims court, will be individually arbitrated by a neutral arbitrator who has the power to award the same individual damages and individual relief that a court can. ANY ARBITRATION UNDER THESE GENERAL TERMS WILL ONLY BE ON AN INDIVIDUAL BASIS; CLASS ARBITRATIONS, CLASS ACTIONS, REPRESENTATIVE ACTIONS, MASS ACTIONS, AND CONSOLIDATION WITH OTHER ARBITRATIONS ARE NOT PERMITTED. YOU WAIVE ANY RIGHT TO HAVE YOUR CASE DECIDED BY A JURY AND YOU WAIVE ANY RIGHT TO PARTICIPATE IN A CLASS ACTION AGAINST THE COMPANY. Nothing in this agreement prevents you or the Company from settling Disputes on a class, representative, or consolidated basis. If any term of this arbitration agreement in Section XXIII.20 is found unenforceable, including the Bellwether Arbitration procedures described below, the unenforceable term will be severed, and the remaining terms will be enforced (but in no case will there be a class action, consolidated action, mass action or representative action arbitration).

Pre-Filing Requirement to Attempt to Resolve Disputes. Before an arbitration is commenced, you and the Company agree to attempt to avoid the costs of formal dispute resolution by giving each other a full and fair opportunity to address and resolve a Dispute informally. Both parties

recognize that this is an important requirement, and that breach of this requirement would be a material breach of the Terms. To provide this opportunity, before commencing any arbitration, proceeding in small claims court, or lawsuit (when permitted by this arbitration agreement), each party agrees to send to the other party a written Notice ("Notice") and personally meet and confer to informally resolve any Dispute. Any Notice to the Company should be sent by mail to Block, Inc., Attn: Arbitration Agreement, 1955 Broadway, Suite 600, Oakland, CA 94612. Any Notice sent to you will be mailed to the address on file for your account. The Notice must: (i) include your name, mailing address, $Cashtag, and the email address and phone number associated with your account, and; (ii) provide detailed information sufficient to evaluate the merits of the claiming party's individualized claim and for the other party to determine if an amicable resolution is possible; (iii) set forth the specific relief sought, including an accurate, good-faith calculation of the amount in controversy, enumerated in United States Dollars, including whatever amount of money is demanded and the means by which the demanding party calculated the claimed damages; and (iv) be personally signed by you or the Company, as applicable. A Notice is only valid when it pertains to, and is on behalf of, an individual party. A Notice brought on behalf of multiple parties is invalid as to all. Both parties agree that they will attempt to resolve a Dispute through an informal negotiation within sixty (60) days from the date the Notice is received, and you and the Company therefore agree that, before either you or the Company demands or attempts to commence arbitration or litigation (where permitted) against the other, both parties will personally meet and confer, via telephone or

videoconference, with each other in a good-faith effort to resolve informally any Dispute. These informal resolution conferences shall be individualized such that a separate conference must be held each time either party intends to commence individual arbitration or litigation (where permitted); multiple parties initiating claims cannot participate in the same informal resolution conference, unless mutually agreed to by the parties. If you are represented by counsel, your counsel may participate in the conference, but you shall also fully participate in the conference. Engaging in an informal resolution conference is a requirement that must be fulfilled before commencing arbitration or litigation (where permitted). Any statute of limitations shall be tolled while the parties engage in the informal resolution process required by this paragraph.

After that sixty (60) day period and not before, and after the informal resolution conference has occurred and not before, either party may elect, in a written Notice to the other party as described above, that it will pursue the matter either through small claims court or arbitration. The party receiving the notice shall then have seven (7) days to respond, including to elect for the case to be heard by a small claims court with jurisdiction. After that seven (7) day period and not before, either party may commence arbitration if not proceeding in small claims court with jurisdiction. You agree that compliance with the informal resolution process described above is a condition precedent to commencing arbitration or filing a claim in small claims court. A party's failure to satisfy this condition precedent entitles the opposing party to seek immediate dismissal of the arbitration or litigation (where permitted)

and the right to seek reimbursement for its costs. If either party elects small claims court, the Dispute will be resolved in that forum and not through arbitration. Each party agrees that state courts in the City of Oakland and County of Alameda, California, or federal court for the Northern District of California, referenced below, may enter injunctive relief to enforce the pre-filing requirements of this paragraph, including an injunction to stay an arbitration that has been commenced in violation of this paragraph. Each party also agrees that state courts in the City of Oakland and County of Alameda, California, or federal court for the Northern District of California may address whether a claim filed in small claims court or in arbitration has been previously released.

Scope of Arbitration. If we and you are not able to resolve the Dispute by informal negotiation or, as provided below, in a small claims court, all Disputes will be resolved finally and exclusively by binding individual arbitration with a single arbitrator (the "Arbitrator") administered by National Arbitration and Mediation ("NAM") (https://www.namadr.org) according to the NAM Comprehensive Rules and Procedures (the "NAM Rules"), and this Section. In the event NAM is unavailable to administer the arbitration, either party may invoke 9 U.S.C. § 5 to request that a court appoint the Arbitrator. Except as set forth above, and for Disputes subject to jurisdiction in small claims court, the Arbitrator shall be responsible for determining all threshold arbitrability issues, including issues relating to whether the Terms (or any aspect thereof) are enforceable, unconscionable or illusory and any defense to arbitration, including waiver, delay, laches, or estoppel.

Small Claims Court. Subject to applicable jurisdictional requirements, either party may elect to pursue a Dispute in a local small claims court rather than through arbitration so long as the matter remains in small claims court and proceeds only on an individual basis. If a party has already submitted an arbitration demand to the arbitration provider but before an Arbitrator has been selected, and the claim is subject to the jurisdiction of the filing party's local small claims court, the other party can send a written notice to the opposing party and the arbitration provider requesting that the Dispute be decided in small claims court. Upon receipt of such notice, and if all outstanding arbitration service fees have been paid, the arbitration provider shall then administratively close the case.

Arbitration Procedures. The Federal Arbitration Act, 9 U.S.C. §§ 1-16, including its procedural provisions, fully applies. So long as it is consistent with the NAM Rules, the arbitration shall occur through the submission of documents to one Arbitrator. To the extent the Arbitrator determines that a hearing is required, the arbitration shall be conducted remotely by telephone or video conference. To the extent that the Arbitrator determines that an in-person hearing is required, the arbitration hearing will take place as close to your hometown as practicable. You and the Company will have the right to file early or summary dispositive motions. The Arbitrator's award will be binding on the parties and may be entered as a judgment in any court of competent jurisdiction. The Company values your privacy, particularly with respect to your financial transactions and data. Each of the parties shall maintain the confidential nature of the arbitration and shall not (without the

prior written consent of the other party) disclose to any third party the fact, existence, content, award, or other result of the arbitration, except as may be necessary to enforce, enter, or challenge such award in a court of competent jurisdiction or as otherwise required by applicable law. While an Arbitrator may award declaratory or injunctive relief, the Arbitrator may do so only with respect to the individual party seeking relief and only to the extent necessary to provide relief warranted by the individual party's claim. The Arbitrator's decision and judgment thereon will not have a precedential or collateral estoppel effect with respect to disputes involving other parties.

Bellwether Arbitration Procedures. You and the Company agree that if twenty-five (25) or more similar individual arbitration demands are brought against you or us by or with the assistance of the same or coordinated counsel or entities ("Mass Proceeding"), the parties shall select twelve (12) individual arbitration demands (six (6) per side) for arbitration to proceed ("Bellwether Arbitrations"). The determination of whether or not a demand/demands is/are part of a "Mass Proceeding" is in the arbitration provider's sole discretion; however, either party can request the appointment of a Procedural Arbitrator (as described below) if they do not agree with the arbitration provider's determination.

While the Bellwether Arbitrations are adjudicated, all other demands for arbitration that are part of the Mass Proceeding shall be held in abeyance and stayed, and no party shall be responsible for paying any administrator or arbitrator fees (other than the arbitration provider's initial filing/administrative

fees, and Procedural Arbitrator fees, if applicable) with respect to such stayed demands while the Bellwether Arbitrations are adjudicated. Any applicable statute of limitations shall be tolled as to non-Bellwether Arbitrations demands when such non-Bellwether Arbitrations are held in abeyance. The tolling period will begin when the claimant first provided the Notice of its intent to initiate an informal resolution conference as described above.

Any party may request, within five (5) Business Days of being notified by the arbitration provider that a Mass Proceeding exists, that the arbitration provider appoint a sole procedural arbitrator ("Procedural Arbitrator") to determine initial questions that arise in the Bellwether Arbitrations, including whether the Bellwether Arbitration procedures are applicable or enforceable, whether any particular demand is part of a Mass Proceeding, and whether any particular demand within a Mass Proceeding was filed in accordance with this Section XXIII.20. To expedite the Procedural Arbitrator's resolution of any such initial questions, the parties agree that the Procedural Arbitrator may set forth such procedures as are necessary to resolve any such initial questions promptly. The parties agree that procedures outlined in the NAM Mass Filing Supplemental Dispute Resolution Rules and Procedures (available at https://www.namadr.com/resources/rules-fees-forms/ shall apply to the appointment and conduct of the Procedural Arbitrator. The Company shall pay the Procedural Arbitrator's costs.

All parties agree that the Bellwether Arbitration procedures are designed to be a generally faster, more efficient, and more affordable mechanism for

resolving a Mass Proceeding, including the claims of individual parties who are not selected for a Bellwether Arbitration. All parties shall work in good faith with the Arbitrator or Procedural Arbitrator to complete each Bellwether Arbitration within one hundred and twenty (120) calendar days of its initial pre-hearing conference.

Following resolution of the Bellwether Arbitrations, all parties agree to engage in a mediation of all remaining arbitration demands comprising the Mass Proceeding (the "Bellwether Mediation"). The Bellwether Mediation shall be administered by the arbitration provider. If the parties are unable to resolve the remaining demands for arbitration comprising the Mass Proceeding within thirty (30) calendar days following the Bellwether Mediation, the remaining demands for arbitration comprising the Mass Proceeding shall be administered by the arbitration provider on an individual basis pursuant to the arbitration provider's rules and this Section XXIII.20, unless the parties mutually agree otherwise in writing.

All parties agree to cooperate in good faith with the arbitration provider to implement the Bellwether Arbitration procedures, including deferring any costs associated with the non-Bellwether Arbitration Mass Proceedings until the Bellwether Arbitrations and subsequent Bellwether Mediation have concluded, and cooperate on any steps to minimize the time and costs of arbitration, which may include the appointment of a discovery special master to assist the Arbitrator in the resolution of discovery disputes and the adoption of an expedited calendar of the arbitration proceedings.

These Bellwether Arbitration procedures shall in no way be interpreted as authorizing a class, collective, or mass action of any kind, or an arbitration involving joint or consolidated claims under any circumstances, except as expressly set forth in this Section XXIII.20.

Arbitration Fees. In accordance with the NAM Rules, the party initiating the arbitration (either you or us) is responsible for paying the applicable filing fee. You agree that you do not intend to use the Service for personal, family or household use. Accordingly, for purposes of calculating any arbitration costs and fees, you and the Company agree that you are not a "consumer," and that the NAM Comprehensive Fees schedule will apply. The arbitrator's hourly fees (also referred to as Arbitrator Hearing Time) shall be split evenly between the parties. For purposes of this arbitration agreement, references to you and the Company also include respective subsidiaries, affiliates, agents, employees, predecessors, successors and assigns as well as authorized users or beneficiaries of the Services.

Opt Out. You may reject this arbitration agreement, in which case only a court may be used to resolve any Dispute. To reject this agreement, you must send us an opt-out notice (the "Opt Out") within thirty (30) days after you first create your Account, or for existing customers who agree to this as a terms update, within thirty (30) days of agreeing to such updated terms. The Opt Out must be mailed to Block, Inc., Attn: Arbitration Agreement, 1955 Broadway, Suite 600, Oakland, 94612 (please note that any correspondence not related to opting out sent to this address will not receive a reply). For your

convenience, we are providing an opt out notice form you must fill in to Opt Out. You must complete this form by providing your name, address, $Cashtag, phone number and the email address(es) you used to sign up and use the Services. This is the only way of opting out of this arbitration agreement. Opting out will not affect any other aspect of the Terms, Additional Terms, or the Services, and will have no effect on any future agreements you may reach to arbitrate with us. An Opt Out that purports to opt out multiple parties will be invalid as to all such parties. No individual party (or their agent, representative, or group of agents or representatives) may effectuate an Opt Out on behalf of other individual parties.

Court Proceedings. Subject to and without waiver of the arbitration agreement above, you agree that any judicial proceedings (other than small claims actions as discussed above) will be brought in and you hereby consent to the exclusive jurisdiction and venue in the state courts in the City of Oakland and County of Alameda, California, or federal court for the Northern District of California.

21. Governing Law

Our relationship is governed by the laws of California, federal law, or both.

These Cash App Terms and any Dispute will be governed by the Federal Arbitration Act, as set forth above, and by California law and/or applicable federal law, without regard to its choice of law or conflicts of law principles.

22. Assignment

You may not transfer any rights you have under our terms of service to anyone else.

These Cash App Terms, and any rights and licenses granted hereunder, may not be transferred or assigned by you and any attempted transfer or assignment will be null and void.

23. Other Provisions

These Cash App Terms, and any applicable Policies, are a complete statement of the agreement between you and the Company regarding the Services. In the event of a conflict between these Cash App Terms and any other Company agreement or Policy, these Cash App Terms will prevail and control the subject matter of such conflict. If any provision of these Cash App Terms or any Additional Term is invalid or unenforceable under applicable law, then it will be changed and interpreted to accomplish the objectives of such provision to the greatest extent possible under applicable law, and the remaining provisions will continue in full force and effect. These Cash App

Terms do not limit any rights that we may have under trade secret, copyright, patent, or other laws. No waiver of any term of these Cash App Terms will be deemed a further or continuing waiver of such term or any other term.

24. English Language Controls

You acknowledge and agree that Cash App in Spanish (i) is made available to Cash App customers as a courtesy, for your convenience; (ii) may vary from and/or have more limited functionality, availability, and content than] the English version; (iii) [provides limited customer support in Spanish, and certain support services, correspondences, agreements, terms, disclosures, and/or functionalities may only be available in English; (iv)] is provided “as is” and “as available,” without warranties of any kind, whether express or implied, to the extent permitted by law; and (v) may use generative AI or AI translation assistance for Spanish-language translations, which may contain errors or inaccuracies and no guarantee is made as to the accuracy or completeness of the translation.

You further acknowledge and agree that: (i) Block may modify, suspend, or discontinue Cash App Spanish in part or in its entirety at any time, with or without notice; (ii) the English version of Cash App and the English version of all agreements, terms, and disclosures govern your Cash App account; and (iv) you have read the English language agreements, terms, and disclosures governing your Cash App account.

XXIII. Contact Us

You can access your Account and Services through the app or at the cash.app website.

If you have questions about Cash App's Accounts and Services you can:

- Contact us through the app by using the chat function,
- Call us at 1-800-969-1940- please note this is the only phone number available for Cash App Support;
- Write to us at Cash App, 1955 Broadway, Suite 600, Oakland, CA 94612, or
- Reach out through cash.app/help

Note: Cash App representatives will never ask your for your password, PIN, or full debit card number.

Onboarding Notice

Onboarding Notice Requirement

Purpose: Effective [Date TK], Cash App will aggregate transaction limits — including spending limits, withdrawal limits, and balance limits — across Cash App Cards associated with the same customer (except in the case of Cards for Sponsored Accounts). Existing customers will be notified of this change via their account statement, delivered at least 21 days before the effective date, in accordance with Regulation E's 21-day advance notice requirement.

For new customers who sign up for a Cash App Card prior to the [Date TK] effective date, the aggregated limit structure will not yet be reflected in the Cash App Terms of Service or the applicable Cardholder Agreement. To ensure these customers are adequately informed, Cash App will include a disclosure in the Cash App Card onboarding flow clearly describing the change to how transaction limits apply. This approach ensures that all new Cash App Card holders receive notice of the change prior to ordering their card.

Legal Consideration: Including this disclosure is intended to inform customers and also mitigate UDAAP risk by ensuring that no customer is misled or otherwise lacks material information about the applicable transaction limit structure at the time they make a decision to obtain their Cash App Card. This proactive step helps reduce the risk of claims that a customer was unfairly or deceptively induced to order a Cash App Card based on outdated or incomplete disclosures regarding how transaction limits will apply.

Proposed Copies:

Interim Onboarding (all card types)	Effective DATE TK, Cash App will aggregate transaction limits, including spending and withdrawal limits, across all Cash App Cards associated with your account, with the exception of Cards you authorize for a Sponsored Person. . To view the limits associated with your Card, click here. To view your Card limits in the app, open the app, select the Profile Icon (top right), and scroll down and select Limits.