

SpotOn Consumer Card Cardholder Agreement

CARDHOLDER AGREEMENT

IMPORTANT – PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION (“ARBITRATION CLAUSE”) REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION AND WAIVING A RIGHT TO TRIAL BY JURY AND TO PARTICIPATE IN CLASS ACTIONS. FOR MORE INFORMATION SEE PARAGRAPHS 38 AND 39 OF 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 SPOTON’S PRIVACY POLICY. PLEASE VISIT www.spoton.com/legal (THE “WEBSITE”) TO VIEW, PRINT, AND SAVE THIS AGREEMENT, AS WELL AS TO VIEW, PRINT, AND SAVE SPOTON’S PRIVACY POLICY, AND [HTTPS://WWW.SUTTONBANK.COM/PRIVACY-POLICY.HTML](https://www.suttonbank.com/privacy-policy.html) TO VIEW, PRINT, AND SAVE SUTTON BANK’S PRIVACY POLICY.

CUSTOMER SERVICE CONTACT INFORMATION:

Address: SpotOn, ATTN: SpotOn Consumer Card, 100 California Street, 9th floor, San Francisco, CA 94111
Website: www.spoton.com
E-mail: support@spoton.com
Toll-Free Customer Service Number: 877-814-4102

SHORT FORM DISCLOSURE

Monthly fee	Per purchase	ATM withdrawal	Cash reload
\$0	\$0	\$0 in-network \$0 out-of-network	\$0
ATM balance inquiry (in-network or out-of-network)		\$0 per inquiry	
Customer service (automated or live agent)		\$0 per call	
Inactivity		\$0 per month	

No overdraft/credit feature.

SpotOn is a financial technology company, not a bank or FDIC-insured depository institution. SpotOn accounts are subject to pass-through FDIC insurance up to \$250,000 per ownership category, should Sutton Bank fail. Certain conditions must be satisfied for pass-through deposit insurance coverage to apply, which you can learn more about here: <https://www.fdic.gov/deposit/deposits/prepaid.html>.

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

Find details and conditions for all fees and services in the cardholder agreement, or call 877-814-4102 or visit www.spoton.com/legal.

1. THE CARD PROGRAM

This SpotOn Consumer Card Cardholder Agreement (this "Agreement") represents an agreement between you and Sutton Bank, member of the Federal Deposit Insurance Corporation ("FDIC") (the "Bank"), and contains the terms and conditions governing the SpotOn Consumer Card program (the "Program"), including the SpotOn Prepaid Card (the "Card") and any reward, discount, and promotional offers related thereto, which may be offered to you from time-to-time by SpotOn Flex, LLC ("SpotOn"). SpotOn and Bank collectively referred to as "we," "us," or "our." SpotOn facilitates access to banking and deposit services provided by Sutton Bank, Member FDIC. The Card is issued by Sutton Bank, pursuant to a license from VISA Inc. By electing to continue with the Program application process, you agree to be bound by this Agreement. You assent to the terms of this Agreement by activating your Card. If you do not agree to be bound by this Agreement, do not accept this agreement and do not activate or use the Card. Please contact Customer Service to cancel your Card. Your use of the Card is also subject to SpotOn's Terms and Conditions, available at: www.spoton.com/legal. SpotOn is a financial technology company, not a bank or FDIC-insured depository institution. All banking services are provided by the Bank.

The following definitions and instructions apply to this Agreement: "You," "your," and "Cardholder" mean the person who submits an initial request for a Personalized Card or receives a Prepaid Card and is authorized to use a Card as provided for in this Agreement. "We," "us," and "our" mean the Bank and/or its successors, affiliates, and assignees. "Card Account" means the account associated with your Card in which we account for the loads, transactions and other claims associated with your Card. "Personalized Card" means the personalized card issued to you by Sutton Bank, which enables you to make certain electronic fund transfers to and from your Card Account with Sutton Bank. "Secondary Cardholder" means the person or persons who have received a Card at the request of the Cardholder and are authorized to use the Card as provided for in this Agreement, to the extent such feature is made available to you. "Card" refers to a Prepaid Card and a Personalized Card. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural and the plural includes the singular. For purposes of this Program, our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to "days" found in this Agreement are calendar days unless indicated otherwise.

You acknowledge and agree that the value available in your Card Account is limited to the funds that you have loaded on your Card Account or that have been loaded to your Card Account on your behalf. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of your Card. The Card is a prepaid card and can only be used to access value that you have

previously loaded onto it and not otherwise spent. The Card is not connected in any way to any other card or bank account. The Card is not a credit card and your use of the Card will not enhance your credit rating. You will not receive any interest on your funds in the Card Account. The Card will remain the property of the Bank and must be surrendered upon demand. The Card is nontransferable, is not for resale, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card is not designed for business use, and we may cancel your Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms and conditions of this Agreement or that may be fraudulent or illegal.

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

Issuance to you of a Personalized Card is subject to successful completion of the identification verification process and receipt of the Bank's approval (see section 3 of this Agreement below captioned "Important Information about Opening a Card Account"). **YOU CANNOT USE YOUR PERSONALIZED CARD TO PERFORM TRANSACTIONS UNTIL YOU HAVE ACTIVATED YOUR PERSONALIZED CARD AND SELECTED A PERSONAL IDENTIFICATION NUMBER ("PIN"), IF APPLICABLE, PURSUANT TO THIS AGREEMENT.**

2. CARD USE

The Card is a prepaid card usable wherever prepaid debit cards bearing the Visa logo are accepted worldwide. The Card is not a gift card. The Card is not a device that accesses money in an individual checking or savings account. When you use your Card, you are redeeming the value on the Card and not making a withdrawal from a checking or savings account. Your Card is NOT a bank deposit account, debit card, or a charge card that allows you to make purchases or obtain advances and pay later. You may use your Card to make purchases at any merchant that accepts Visa (the "Card Network") cards, subject to your available Card Account balance and the other terms and conditions of this Agreement. You may not use your Card for any online gambling, escort services, or any illegal transaction. The Card will have a printed expiration date and the Card will expire, in accordance with applicable law, on the expiration date. If your Card Account is in good standing and you have available funds on the Card, we will issue you a new Card upon expiration. We may revoke or suspend your Card or any features or services of your Card at any time without cause or notice. You must surrender a revoked Card and you may not use an expired or revoked Card. Notify us promptly if the Card is lost or stolen. Your card provides no access to any overdraft or credit service.

3. IMPORTANT INFORMATION ABOUT OPENING A CARD ACCOUNT

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who obtains a Card. Accordingly, when you request a Personalized Card, we will ask you for certain information, including, but not limited to, your name, address, date of birth, Social Security Number, phone number, and other information that will allow us to identify you. If applicable, we also will request identifying information for any Secondary Cardholder, including, but not limited to, the full name and date of birth of any Secondary Cardholder. We may also request additional identifying information and documentation from time to time in connection with your access to or use of certain Card features, functionality, and

services. You consent to SpotOn sharing any information you may provide to them with us for purposes of providing the Program, or as otherwise permitted by this Agreement or the SpotOn Privacy Policy.

We may ask to see a copy of your driver's license or other identifying documents at any time if we deem it necessary to verify your identity, address, or transactions on your Card Account. If we ask for specific identifying documents, we will have the right to immediately close or suspend your Card Account if you do not provide those specific documents to us. These measures are specifically designed to help us protect your identity and identify possible fraud on your Card Account.

4. CARD REGISTRATION/ACTIVATION

The Primary Cardholder and the Secondary Cardholders, if any, must register and activate a Card before it can be used. Virtual cards will be activated upon issuance. You may need to take steps to use your virtual card with other mobile wallets or applications. Physical Cards must be activated in the SpotOn App once you receive the Card.

5. PERSONAL IDENTIFICATION NUMBER (PIN)

You will select your PIN in the SpotOn App when activating your Card. Only one PIN will be issued for each Card. Never share your PIN with anyone (except that you may share your PIN with a Secondary Cardholder with the intent of allowing such a Secondary Cardholder to access your Card Account. Do not write your PIN on your Card or keep your PIN with your Card. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in section 27 labeled "Your Liability for Unauthorized Transfers."

6. ADDRESS AND NAME CHANGES

You are responsible for notifying SpotOn of any change in your name, physical address, phone number, mailing address, or email address. Requests for address or name changes may be subject to additional verification requirements. You can update this information in the SpotOn App.

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

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

7. AUTHORIZED CARD USERS

Subject to applicable law, you are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card or Card number, we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card associated with your Card Account according to the terms and conditions of this Agreement.

We may allow you to establish Personalized Cards for Secondary Cardholders. If this feature is available, you may request up to two additional Personalized Cards for Secondary Cardholders. You must notify SpotOn immediately to revoke permission for any Secondary Cardholder you previously authorized to use the Card. If you notify SpotOn to revoke the Secondary Cardholder's use of the Card, we may revoke your Card and also issue a new Card to you with a different number. You remain liable for any and all use of any additional Card(s) you authorize. This feature may not be available.

8. FDIC INSURANCE

All funds associated with the Card shall be held in an account with the Bank for your benefit, with the balance of such funds to be reduced through your use of such funds and through the imposition of fees and other charges in accordance with the terms and conditions of this Agreement. SpotOn accounts are subject to pass-through FDIC insurance up to \$250,000 per ownership category, should the Bank fail. Certain conditions must be satisfied for pass-through deposit insurance coverage to apply, which you can learn more about [here](#).

9. REPRESENTATIONS AND WARRANTIES

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

10. DISCLAIMER OF WARRANTIES

EXCEPT FOR ANY EXPRESS WARRANTIES WE PROVIDE IN THIS AGREEMENT AND SUBJECT TO APPLICABLE LAW, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE CARD OR RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

11. LIMITATION OF LIABILITY

SUBJECT TO APPLICABLE LAW, WE WILL NOT BE LIABLE TO YOU FOR: DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, OR RIOTS; THE FAILURE OF MERCHANTS TO HONOR THE CARD; THE FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES; COMMUNICATION SYSTEM FAILURES; OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, OR ANY PAYMENT SYSTEM. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED SPOTON OF THE

POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE REQUIRED BY LAW. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOUR RECOVERY FOR ANY ALLEGED NEGLIGENCE OR MISCONDUCT BY SPOTON SHALL BE LIMITED TO THE TOTAL AMOUNT LOADED ON THE CARD.

12. CASH ACCESS; ACCOUNT ACCESS LIMITATIONS

You acknowledge and agree that the value available to you in your Card Account is limited to the balance of your Card Account. Nevertheless, if any transactions cause the available balance in your Card Account to go negative, including any purchase transactions where the retailer or merchant does not request authorization, you shall remain fully liable to SpotOn for the amount of any negative balance and any corresponding transaction fees. You agree to pay SpotOn promptly for the negative balance by adding sufficient funds to your Card Account. If you do not promptly add sufficient funds to your Card Account to cover the negative balance, we may cancel your Card Account and pursue all available legal remedies to collect these funds. To the extent allowed by applicable law, you are responsible for the reasonable costs we incur in collecting amounts owed by you to SpotOn under this Agreement, including reasonable attorneys' fees and costs. We further reserve the right to offset any negative balance by any current or future funds you may load to or maintain in your Card Account or funds in any other Card Account you maintain with SpotOn now or in the future.

With your PIN, you may use your Card to obtain cash from any ATM or any point-of-sale ("POS") device, as permissible by a merchant, that bears the Visa mark. All ATM transactions are treated as cash withdrawal transactions. You may use your Card at an ATM and withdraw funds from a participating bank. Any funds withdrawn from a POS device or a participating bank will be subject to the maximum amount that can be spent on your Card per every 24-hour period. Our limits associated with withdrawing cash from your card are set forth in section 16. If you seek to withdraw cash from a merchant's POS device, please note that each merchant may establish its own limits as to how much cash may be obtained from a POS device at a single time or through a single location. This means that you may need to visit more than one merchant if you are seeking to withdraw cash in an amount which is less than or equal to the total limit above, but more than the limit established by an individual merchant. Subject to applicable law, we are not liable if a third party merchant, participating bank, or ATM operator does not allow you cash access due to any reason including equipment malfunction.

13. LOADING YOUR CARD

You may load your Card Account: (a) using any MoneyPass® ATM location; (b) by arranging to have all or a portion of your paycheck, government benefits payment, tax refund check, or other electronic funds transfer deposited onto you Card using the Automated Clearing House system; or (c) by arranging for the transfer of funds originating from a financial institution located in the United States. You must load funds to your Card Account using one of the methods described in the preceding paragraph. We will not accept any checks, money orders, or cash delivered to a branch or mailed to the Bank for deposit, or any inbound wire transfers to your Account. Subject to applicable law, we are not liable for any checks, money orders, or cash mailed to us. All checks, money orders, or cash sent to the Bank for loading onto your Card Account will be returned unless your Card Account has a negative balance at the time such check or money order is received, in which case the Bank may in its discretion choose to apply the check or money order proceeds to the negative balance owed.

14. PREAUTHORIZED TRANSFERS TO YOUR CARD ACCOUNT

If you have arranged to have direct deposits made to your account at least once every sixty (60) days from the same person or company, the person or company making the deposit will tell you every time they send us the money.

15. FEES

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

If you use an ATM outside of the MoneyPass® network for any transaction, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a withdrawal. This ATM fee is a third-party fee amount assessed by the individual ATM operator only and is not assessed by us. This ATM fee amount will be charged to your Card.

16. USING YOUR CARD

You may use your Card to:

1. Make purchases from merchants.
2. Withdraw cash from your Card account at an ATM.
3. Make deposits to your Card account via Automated Clearing House (ACH) credit, including direct deposit.
4. Pay for purchases at places that have agreed to accept the Card.
5. Transfer money to other accounts via ACH debit.

Limits on the Use of Your Card. You are not authorized to make purchases that in the aggregate exceed \$5,000 per transaction, \$10,000 per calendar day, or \$20,000 per month. Transactions that exceed these limits will be declined. We reserve the right, in our sole discretion, to limit the amount, number or type of transactions you can make on your Card and any funding or reload of your Card. We may, in our sole discretion, further limit your use of the Card at ATMs, and, in addition to our limits, an ATM owner or operator may impose additional withdrawal limits. The Card is for personal use only.

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

If you use your Card at an automated fuel dispenser (“pay at the pump”), the merchant may preauthorize the transaction amount up to \$75.00 or more. If your Card is declined, even though you have sufficient funds available, pay for your purchase inside with the cashier. If you use your Card at a restaurant, a hotel, or for similar purchases, the merchant may preauthorize the transaction amount for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any preauthorization amount will place a “hold” on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. It may take up to seven (7) days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.

If you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on your Card. Your Card cannot be redeemed for cash except where required by law. You may not use your Card for car rental transactions.

Each time you use your Card, you authorize SpotOn to direct the Bank to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions. Nevertheless, if a transaction exceeds the balance of the funds available on your Card, you shall remain fully liable to us for the amount of the transaction and any applicable fees. SpotOn may direct the Bank to deduct any amount that you owe SpotOn from any current or future funds associated with this or any other Card you activate or maintain.

For security reasons, we may limit the number or amount of transactions you can make with the Card. You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card. You may not make preauthorized regular payments from your Card Account using your Card Account’s direct deposit account number. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days or more.

Summary of Card Account Transaction Limitations

Transaction Type	Limit
Point of Sale transactions with Merchants that accept your Card	\$5,000 per transaction, \$10,000 per calendar day, or \$20,000 per month.
Cash loads at Moneypass ATM	\$500 per transaction; limit one per day
ATM Withdrawals from your Card Account	Up to \$500 per transaction, up to \$1,000 every 24 hours, and up to \$5,000 per month
ACH Transfers from your Card Account	No limits
Direct Deposit and other ACH loads to your Card Account	\$20,000 per transaction

Third parties, such as merchants and ATM operators, may impose additional limitations. Daily limits reset at 12:00 am, UTC time.

Authorization for ACH Transfers to Third Party Accounts. When you initiate an ACH transfer in the App, you authorize us to debit funds from your Card Account in the amount set forth in the app. This authorization is for a single transaction only and does not provide authorization for any additional debits or credits to your account or for future transactions.

You authorize us to initiate debit and credit entries to your account to correct ACH erroneous transactions. This includes reversing entries initiated in error (including duplicate entries, incorrect amounts, or entries to the wrong account) and debiting or crediting your account to correct any such errors. This authorization for error corrections does not extend to any other purpose.

Your card has a maximum balance at any time of \$20,000.

17. FRAUDULENT OR CRIMINAL CARD ACCOUNT ACTIVITY

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

18. REFUNDS AND RETURNS

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

19. CARD REPLACEMENT

If you need to replace your Card for any reason, please contact SpotOn at 877-814-4102 to request a replacement Card. You may be required to provide personal information which may include your Card number, full name, transaction history, copies of accepted identification, etc. Subject to applicable law, we reserve the right to require an affidavit signed by you and conduct an investigation into the validity of any request. It may take up to thirty (30) days to process a request for a replacement Card although we will endeavor to provide you with a replacement Card on as timely a basis as is reasonable under the circumstances.

20. CARD EXPIRATION

The Card plastic is valid through the expiration date shown on the Card, except where prohibited or modified by applicable law. The funds associated with the Card do not expire. You will not be able to use your Card after the expiration date; however, you may request a replacement Card at no cost to you by following the procedures in the paragraph labeled "Card Replacement." The new Card will have a value equal to the remaining balance of the expired Card.

21. FOREIGN CURRENCY TRANSACTIONS

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

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

22. RECEIPTS

You should get a receipt at the time you make a transaction using your Card. You agree to retain, verify, and reconcile your transactions and receipts.

23. CARD ACCOUNT BALANCE/PERIODIC STATEMENTS/CARDHOLDER AGREEMENT

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

You may obtain information about the amount of money you have remaining in your Card Account by calling 877-814-4102 or by accessing your account at the mobile application. This information, along with a 12-month history of account transactions, is also available on the SpotOn App. If your account is registered with us, you also have the right to obtain at least 24 months of written history of account transactions by calling 877-814-4102, or by writing us at support@spoton.com. You will not be charged a fee for this information unless you request it more than once per month.

A copy of this Agreement is available at www.spoton.com/legal.

24. UNCLAIMED PROPERTY

Applicable law may require us to report to state government authorities any funds remaining with respect to your Card after a certain period of inactivity. In that event, we may try to contact you at the address shown in our records. If we are unable to contact you, we may be required to transfer any funds remaining with respect to your Card to state government authorities as unclaimed property.

25. CONFIDENTIALITY

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

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

26. OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS

If a transaction from your Card is not properly completed on time or in the correct amount according to this Agreement with you, SpotOn may be liable for your losses or damages. However, there are some exceptions. Neither SpotOn nor the Bank will be liable, for instance:

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

27. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS

Contact SpotOn at once if you believe your Card has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way to minimize your possible losses. Please contact SpotOn at the Customer

Service number above or address below. You could lose all the money in your account. If you tell SpotOn within two (2) business days after you learn of the loss or theft of your card, you can lose no more than \$50 if someone used your card without your permission.

If you do not tell SpotOn within two (2) business days after you learn of the loss or theft of your card, and we can prove we could have stopped someone from using your card without your permission if you had told SpotOn, you could lose as much as \$500.

If you believe your Card has been lost or stolen, or that someone has transferred or may transfer money from your Card Account without your permission, call SpotOn at the Customer Service number above.

Also, if you become aware of and/or your statement shows transactions that you did not make, notify SpotOn at once following the procedures stated in the paragraph labeled "Your Right to Dispute Errors." If you do not notify SpotOn in writing within sixty (60) days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the 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.

If you believe your Card has been lost or stolen please notify SpotOn immediately and we will deactivate your Card and send you a replacement Card at no charge. In some cases, we or SpotOn may close your Card Account to keep losses down. Upon your request, we may provide you with a replacement Card Account.

28. ASSIGNMENT; APPLICABLE LAW; SEVERABILITY

This Agreement will be governed by and interpreted in accordance with federal law and, to the extent federal law does not apply, by the laws of the State of Ohio. You consent and submit to the exclusive jurisdiction of the state and federal courts located in Ohio, with respect to all controversies arising out of or in connection with the use of the Card and this Agreement that are not subject to arbitration or to any proceeding to enforce the Arbitration Clause or to confirm or vacate an arbitration award.

29. AMENDMENT AND CANCELLATION

Subject to applicable law, we may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement at www.spoton.com/legal, and any such amendment shall be effective upon such posting to that website. The current Agreement is available at www.spoton.com/legal. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us or contacting Customer Service. Upon cancellation of your Card, we will continue to honor transactions you have made up until your Card cancellation is processed in accordance with this Agreement, which may take up to forty-five (45) days following the cancellation of your Card. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

In the event that your Card Account is canceled, closed, or terminated for any reason, you may request the unused balance to be returned to you via a transfer. The Bank reserves the right to refuse to return

any unused balance amount less than \$1.00. Any request for a return of funds shall be processed within a reasonable period of time after your request.

30. OVERPAYMENT

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

31. YOUR RIGHT TO DISPUTE ERRORS

In case of errors or questions about your electronic transactions, contact SpotOn at the Customer Service number or address below if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your Card Account, if the error could be viewed in your electronic history, or the date we sent the first written history on which the error appeared. You may request a written history of your transactions at any time by contacting SpotOn. You will need to tell SpotOn:

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

If you provide this information orally, we may require that you send SpotOn your complaint or question in writing, to the address included above, within ten (10) business days.

We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Card Account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes to complete the investigation. If you do not have federal payments (for example, Social Security benefits, tax refunds or other government payments) deposited to your Card Account, we may not credit your Card. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days, we may not credit your Card Account.

For errors involving new Cards, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question. For new accounts, we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting SpotOn at the phone number or address listed at the beginning of this section. If you need more information about our error-resolution procedures, contact SpotOn.

32. NO WARRANTY OF UNINTERRUPTED USE

From time to time the Card services may be inoperative, and when this happens, you may be unable to use your Card or obtain information from your Card, including the available balance of funds associated with your Card. Please contact SpotOn if you have any problems using your Card. Subject to applicable

law, you agree that neither the Bank, the Card Network, the program manager nor any of their respective affiliates, employees, or agents are responsible for any interruption of service.

33. WEBSITE AVAILABILITY

Although considerable effort is expended to make the 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.

Subject to applicable law, 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.

34. CUSTOMER SERVICE

For customer service or additional information regarding your Card, please contact SpotOn at 877-814-4102, support@spoton.com, by mail at SpotOn, ATTN: SpotOn Consumer Card, 100 California Street, 9th floor, San Francisco, CA 94111, or visit www.spoton.com.

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

35. TELEPHONE MONITORING/RECORDING

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

36. SECTION HEADINGS

Section headings in this Agreement are for convenience of reference only, and shall not govern the interpretation of any provision of this Agreement.

37. ENTIRE UNDERSTANDING

This Agreement sets forth the entire understanding and agreement between you and SpotOn, whether written or oral, with respect to its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to their subject matter.

38. CLASS ACTION WAIVER AND ARBITRATION CLAUSE

a. **CLASS ACTION WAIVER.** NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.

b. **ARBITRATION CLAUSE.** You or we may elect to resolve any claim by an individual arbitrator. If arbitration is chosen by any party, you and we hereby waive the right to litigate the claim in court or have a jury trial on that claim. Further, you and we will not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration. Any claim, dispute, or controversy (“Claim”) between you and us arising out of or relating in any way to this Agreement, your Card, your purchase of the Card, your usage of the Card, or transactions on the Card, no matter how described, pleaded or styled, shall be finally and exclusively resolved by binding individual arbitration conducted by the American Arbitration Association (“AAA”) under its Consumer Arbitration Rules in your state of residence at a location that is reasonably convenient for both parties. We will pay all fees associated with administration of arbitration, including fees to commence the arbitration. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator’s decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator’s decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.

This Arbitration Clause shall survive: (i) the termination of this Agreement; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your Card, or any amounts owed on your Card, to any other person or entity. If any portion of this Arbitration Clause is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force.

Any different agreement regarding arbitration must be agreed to in writing.

[This arbitration agreement is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. §§ 1-16.](#)

Solely for purposes of this Arbitration Clause, “We” or “Us” shall mean the Bank , and its respective successors, affiliates or assignees as well as any third party using or providing any product, service or benefit in connection with the Card including, but not limited to, SpotOn Transact LLC and its successor and assigns.

You may reject this Arbitration provision by sending a written rejection notice to SpotOn Transact LLC at: arbitration@spoton.com. Your rejection notice must be sent within 45 days after your first card purchase. Your rejection notice must state that you reject the Arbitration provision and include your name, address, and Account number, and your 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 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.

39. WAIVER OF RIGHT TO TRIAL BY JURY.

TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, YOU AND WE IRREVOCABLY AND EXPRESSLY WAIVE ALL RIGHTS TO A TRIAL BY JURY IN ANY ACTION, PROCEEDING, CLAIM, COUNTERCLAIM, DISPUTE, OR CONTROVERSY ARISING OUT OF OR RELATING IN ANY WAY TO THIS AGREEMENT, YOUR CARD, YOUR PURCHASE OR RECEIPT OF THE CARD, YOUR USAGE OF THE CARD, OR TRANSACTIONS ON THE CARD, NO MATTER HOW DESCRIBED, PLEADED OR STYLED, REGARDLESS OF THE THEORY OF LIABILITY, WHETHER IN CONTRACT, TORT, OR OTHERWISE, INCLUDING ANY AND ALL ALLEGATIONS INVOLVING WILLFUL, INTENTIONAL, OR WANTON MISCONDUCT.

* * *

The SpotOn card is issued by Sutton Bank, Member FDIC, pursuant to a license from Visa U.S.A. Inc. Visa is a registered trademark of Visa, U.S.A. Inc. All other trademarks and service marks belong to their respective owners. SpotOn is not a bank.

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

FEE SCHEDULE:

List of all fees for the SpotOn Consumer Card

All fees	Amount	Details
ATM withdrawal (out-of-network)	\$0	We do not charge a fee. "Out-of-network" refers to all the ATMs outside of the MoneyPass ATM Network. You may be charged a fee by the ATM operator, even if you do not complete a transaction.
ATM balance inquiry (out-of-network)	\$0	This is our fee. "Out-of-network" refers to all the ATMs outside of the MoneyPass ATM Network. You may be charged a fee by the ATM operator.
International ATM withdrawal	\$0	This is our fee. You may be charged a fee by the ATM operator, even if you do not complete a transaction.
International ATM balance inquiry	\$0	This is our fee. You may also be charged a fee by the ATM operator.

SpotOn is a financial technology company, not a bank or FDIC-insured depository institution. SpotOn accounts are subject to pass-through FDIC insurance up to \$250,000 per ownership category, should Sutton Bank fail. Certain conditions must be satisfied for pass-through deposit insurance coverage to apply, which you can learn more about here: <https://www.fdic.gov/deposit/deposits/prepaid.html>.

No overdraft/credit feature.

Contact SpotOn by calling 877-814-4102, by mail at SpotOn, ATTN: SpotOn Consumer Card, 100 California Street, 9th floor, San Francisco, CA 94111, or visit www.spoton.com.

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.

Find details and conditions for all fees and services in the cardholder agreement, or call 877-814-4102 or visit www.spoton.com/legal.