

REVISION DATE: FEBRUARY 15, 2024

PASSPORT™ CONSUMER PREPAID VISA® CARD  
CARDHOLDER AGREEMENT / TERMS & CONDITIONS

**IMPORTANT – PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION (“ARBITRATION CLAUSE”) REQUIRING ALL CLAIMS TO BE RESOLVED BY BINDING ARBITRATION, WAIVING THE RIGHT TO TRIAL BY JURY AND TO PARTICIPATE IN CLASS ACTIONS. You may reject the arbitration provision by sending us written notice within 45 days after you first use your Card or Card Account.**

**1. About Your Card** - This Cardholder Agreement (“*Agreement*”) constitutes the agreement between you, Sutton Bank, Attica, Ohio (the “*Bank*” or “*Issuer*”), and Priority Technology Holdings, Inc., Alpharetta, Georgia (“*Priority*”), outlining the terms and conditions under which the Passport Consumer Prepaid Visa Card has been issued to you by the Issuer under license from Visa®. The Issuer is an FDIC insured member institution. “*Passport Prepaid Visa Card*” or “*Card*” means a card issued to you by the Issuer and distributed and serviced by Priority and its servicing partner. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. If you do not agree to the terms and conditions contained in this Agreement, do not activate or use the Card and call us at 1-(833) 316-6047 to cancel your Card. 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.

As used herein, “*you*” and “*your*” mean the individual or individuals who have received the Card and are authorized to use the Card as provided for in this Agreement. “*We*,” “*us*,” and “*our*” mean the Issuer and/or its successors, affiliates and/or assignees.

To qualify for a Card, you must be a customer of Priority and have an account in good standing (the “*Passport Account*”) on Passport, a proprietary technology platform owned by Priority, which, among other things, enables Priority’s customers to set up accounts to collect, store, and send money using their Passport Account. The Passport Account is subject to the Passport Account Agreement between you and Priority. Issuer is not a party to the Passport Account Agreement and does not have any obligations under the Passport Account Agreement or provide or support the Passport Account, which is the sole responsibility of Priority. When you request a Card, you also authorize Priority to transfer funds from your Passport Account to the Card Account. “*Card Account*” means the records we maintain to account for the funds associated with the Card. You acknowledge and agree that the value available in the Card Account is limited to the funds that you have loaded into the Card Account or have been loaded into the Card Account on your behalf, in each case, via your Passport Account.

You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the back of your Card. The Card is a prepaid card. The Card is not connected in any way to any other account. **The Card is not a gift card. The Card also is not a credit card or a charge card and 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 Issuer 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.

Keep a record of your Card number and the Customer Services phone number provided in this Agreement in a secured place in case your Card is lost, stolen, or destroyed. Please read this Agreement carefully and keep it for future reference.

BY ACTIVATING YOUR CARD OR PARTICIPATING IN THE PROGRAM IN ANY WAY, YOU REPRESENT THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND OUR PRIVACY POLICY. PLEASE VISIT <https://prioritycommerce.com/enterprise-payments/passport/legal-terms/> TO VIEW, PRINT, AND SAVE THIS AGREEMENT AND [HTTPS://WWW.SUTTONBANK.COM/\\_/KCMS-DOC/85/49033/WK-PRIVACY-DISCLOSURE-1218.PDF](https://www.suttonbank.com/_/KCMS-DOC/85/49033/WK-PRIVACY-DISCLOSURE-1218.PDF) TO VIEW, PRINT, AND SAVE OUR PRIVACY POLICY.

- 2. Description of your Card** - The Card is a prepaid card usable wherever prepaid debit cards bearing the Visa® Mark are accepted worldwide. The Card is not a gift card. The Card is not a device that accesses money in an individual checking or savings account. When you use your Card, you are redeeming the value on the Card and not making a withdrawal from a checking or savings account. Your Card is NOT a bank deposit account or a debit card, and is not a credit card or a charge card that allows you to make purchases or obtain advances and pay later. 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. The Card is our property and is nontransferable. We may revoke or suspend your Card or any features or services of your Card at any time without cause or notice. You must surrender a revoked Card and you may not use an expired or revoked Card. You are required to notify us promptly if the Card is lost or stolen as set forth in this Agreement.
- 3. IMPORTANT INFORMATION ABOUT OPENING A NEW 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. What this means for you: when you register a Card, we will ask for your name, address, date of birth, social security number, and other information that will allow us to identify you. We may also ask to see a copy of your driver's license or other identifying documents. If we are unable to verify your identity, you will not receive a Card.
- 4. Card Activation and Registration** - YOU MUST ACTIVATE AND REGISTER YOUR CARD PRIOR TO USING IT. To activate and register your Card, call 1-(833) 316-6047. We may refuse to activate your Card at our sole discretion.
- 5. Personal Identification Number (PIN)** - You will select your PIN during the registration process. You should not write your PIN on or keep your PIN with your Card. Keep your PIN in a safe place. Never share your PIN with anyone. 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 the paragraph labeled "Your Liability for Unauthorized Transfers."
- 6. Consent for Electronic Disclosures** - 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). Your consent to receive electronic disclosures delivery applies to all of the documents we provide to you electronically in connection with the Account, including without limit periodic statements and notices. Your statement is available for viewing and printing online on <https://customer.prioritypassport.com/home> (the "Website") after selecting the paperless statement

option on the Website. If you choose to unsubscribe from marketing emails from us, that will not constitute withdrawing your consent to receive electronic communications related to your Card and/or Card Account. By accepting and agreeing to this Agreement electronically, you agree to enter into this Agreement electronically, and you represent that: (1) you wish to enter into this Agreement electronically; (2) you have read, understand and agree to this consent to use electronic signatures and to receive Communications electronically; (3) you satisfy the minimum hardware and software requirements specified below; and (4) your consent will remain in effect until you withdraw your consent as specified below. All Communications provided to you in electronic form will be considered to have been provided “in writing” for all legal purposes.

*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 calling 1-(833) 316-6047. If you withdraw your consent to receive Communications electronically, we will close your Card and Card Account and return your remaining Card Account balance as set forth in this Agreement, and you will no longer be able to use your Card or Card Account 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.

*Hardware and Software Requirements.* In order to access and retain Communications provided to you electronically, you must have: (1) a valid email address; (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 8, Mozilla Firefox 7.0, Safari 5, or Chrome 15; (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 including the current version and earlier versions for so long as supported.

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

- 7. Address or Name Changes** - You are responsible for notifying us of any change in your name, physical address, phone number, mailing address, or email address. Requests for address or name changes may be subject to additional verification requirements. We will attempt to communicate with you only by use of the most recent contact information you have provided to us. You agree that any notice or communication sent to you at an address noted in our records shall be effective unless we have received an address change notice from you. We cannot accept responsibility for any email messages not received by you, or for any delay in the receipt or delivery of any email notifications. If you make your email account available to any other individual, you agree that you are solely responsible for any release of Account information to such individual.
- 8. Authorized Card Users** - You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card or Card number we will treat this as if you have authorized such use, unless and until you notify us that such person is not authorized to use your Card, Card Account or Card number and we have had an opportunity to act on your notice,

and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement, except as limited by law.

- 9. FDIC Insurance** - Register your Card for FDIC insurance eligibility and other protections. See “Card Activation and Registration” above. Until you have registered your Card, none of the funds in the Card Account are insured by the FDIC. After you have registered your Card, all funds associated with the Card shall be held in the Card Account which is an account with the Issuer for your benefit, with the balance of such funds to be reduced through your use of such funds or through the imposition of fees and other charges in accordance with the terms and conditions of this Agreement. The availability of FDIC insurance is contingent upon Priority maintaining accurate records and determinations of the FDIC as receiver if the Bank should fail. Such coverage also is subject to aggregation of all of your deposits held at the Bank. For further information about deposit insurance generally, you may write to the FDIC at 550 17th Street, N.W. Washington D.C. 20429, telephone the FDIC’s toll-free hotline at 877-275-3342, or visit its website at [www.fdic.gov](http://www.fdic.gov).
- 10. Representations and Warranties** - By activating the Card or by retaining, using or authorizing the use of the Card, you represent and warrant to us and Priority 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 have a Social Security Number or U.S. tax ID number; (iii) you have provided us with a verifiable street address (not a P.O. Box) in the United States, a U.S. military base, or U.S. embassy (i.e., an Army/Air Post Office, Fleet Post Office, or Diplomatic Post Office address); (iv) the personal information that you provide to us and Priority in connection with the Card is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Card.
- 11. Disclaimer of Warranties** - EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, TO THE MAXIMUM EXTENT ALLOWED BY APPLICABLE LAW NEITHER WE NOR PRIORITY MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE CARD, CARD ACCOUNT, WEBSITE OR ANY OTHER TECHNOLOGY, INTELLECTUAL PROPERTY OR SERVICES PROVIDED UNDER THIS AGREEMENT OR RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE OR NONINFRINGEMENT.
- 12. NO WARRANTY OF AVAILABILITY OR UNINTERRUPTED USE** From time to time, the Card services may be inoperative, and when this happens, you may be unable to use your Card or obtain information from your Card, including the available balance of funds associated with your Card. Please notify us at 1-(833) 316-6047 if you have any problems using your Card. You agree that the Issuer, Visa U.S.A. Inc., Priority, and their respective affiliates, employees, or agents are not responsible for any interruption of service.
- 13. Website Availability** - Although considerable effort is expended to make our Website and other operational and communications channels available around the clock, neither Priority nor we warrant these channels will always be available or error free. YOU AGREE THAT ISSUER AND PRIORITY WILL NOT BE RESPONSIBLE FOR TEMPORARY INTERRUPTIONS IN SERVICE DUE TO MAINTENANCE, WEBSITE CHANGES, OR FAILURES, NOR SHALL ISSUER OR PRIORITY 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 the 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.

- Issuer and Priority shall not bear any liability, whatsoever, for any damage or interruptions caused by any "computer viruses" through your use of the Website or any mobile application that we might make available to you that may affect your computer or other equipment. We advise the regular use of a reputable and readily available virus screening and prevention software on your computers and mobile devices.

- 14. Force Majeure; Limitation of Liability** - NEITHER WE NOR PRIORITY WILL BE LIABLE TO YOU FOR: DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, OR RIOTS; THE FAILURE OF MERCHANTS TO HONOR THE CARD; THE FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES; COMMUNICATION SYSTEM FAILURES; OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, OR ANY PAYMENT SYSTEM. IN THE EVENT THAT WE OR PRIORITY ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DIRECT DAMAGES. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT, OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OR PRIORITY OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION MAY BE PROHIBITED IN SOME STATES BY APPLICABLE LAW SO MAY NOT APPLY TO YOU. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOUR RECOVERY FOR ANY ALLEGED NEGLIGENCE OR MISCONDUCT BY US OR PRIORITY SHALL BE LIMITED TO YOUR THEN-CURRENT CARD BALANCE.
- 15. Cash Access** - With your PIN, you may use your Card to obtain cash from any Automated Teller Machine ("ATM") that bears the Visa® or Maestro® Acceptance Mark, 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, a POS device, or through a participating bank (over-the-counter withdrawal), in each case in one or more transactions. The maximum amount that may be withdrawn from a domestic ATM per transaction is \$500.00. The maximum amount that may be withdrawn from a domestic ATM per day is \$500.00. The maximum amount that may be withdrawn from a domestic ATM per month is \$7,500.00. The maximum amount that may be withdrawn from an international ATM per day is \$500.00. The maximum amount that may be withdrawn from an international ATM per month is \$7,500.00. The combined maximum cumulative amount that may be withdrawn in any combination from a POS device and/or through a participating bank (over-the-counter withdrawal) per month is \$25,000.00. Any funds withdrawn from a POS device or through a participating bank will be subject to the maximum amount that can be spent on your Card per day. If you seek to withdraw cash from a merchant POS device, please note that each merchant may establish limits as to how much cash may be obtained from a POS device at a single time or through a single location. This means that you may need to visit more than one merchant if you are seeking to withdraw cash in an amount which is less than or equal to the total limit above, but more than the limit established by the individual merchant.
- 16. Card Account** - The Card Account number associated with your prepaid Card cannot be used for preauthorized direct debits from merchants or from utility or Internet service providers. If presented for payment, these preauthorized direct debits will be declined and your payment to the merchant or provider will not be processed. The bank routing number and direct deposit account number for the Card Account are for the purpose of initiating direct deposits to your prepaid Card Account only. You are not authorized to provide this bank routing number and direct deposit account number to anyone other than your payer.

**17. Additional Card Features** - We may offer additional products, features and services to you in connection with your Card, such as SMS text message and e-mail alerts, mobile account services, bill payment services, and other services. Additional terms and conditions may apply. We will notify you electronically if any additional features or services are available. We may also post these new products, feature and services on the Website, along with the applicable terms and conditions. You will be required to accept these terms and conditions when you activate any of these new products, features and services.

**18. Using Your Card – (SEE 1<sup>ST</sup> TABLE AT THE END OF THIS DOCUMENT)** The aggregate maximum amount that can be spent on your Card or withdrawn from your Card Account per day is \$6,000.00. The maximum amount that can be spent on your Card per month is \$25,000.00. The maximum value of your Card is restricted to \$30,000.00.

- 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 do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. If you wish to conduct a split transaction and it is permitted by the merchant, you must tell the merchant to charge only the amount equal to or less than the 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 if the amount charged to the Card is more than the amount of funds available on the Card. 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 a gas station fuel pump or other automated fuel dispenser, 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. It may take up to seven (7) days or more for the gas station to process your “pay at the pump” transaction. The higher, preauthorized amount will remain unavailable to you until such time the transaction is processed.

- If you use your Card at a restaurant, a hotel, a car rental location 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 (thirty days for hotels and sixty days for car rentals) for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.

Please note that the extra amount of your Card balance held by gas stations, hotels, car rental companies, etc. may cause your Card to be declined when making other purchases even though, once those transactions are processed, you would have sufficient funds on your Card. Neither we nor Priority have any control over the amounts these companies withhold and their holds are allowed under the applicable payment card network rules.

- If you use your Card number without presenting your physical Card (“*card-not-present*”) (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 card-not-present transactions you can make on your Card. Your Card Account balance cannot be redeemed for cash except where required by law. You may not use your Card for online gambling, any illegal transaction, or for car rental transactions. We may

refuse to process any Card transaction that we believe may violate the terms of this Agreement or applicable law.

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

- For security or regulatory compliance reasons, we may limit the total 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 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 during which time those funds will be unavailable to you.

**19. Non-Visa Debit Transactions** - At certain merchant locations, if you do not enter a PIN, transactions may be processed as either a Visa debit transaction or as a Maestro® transaction. Merchants are responsible for and must provide you with a clear way of choosing to make a Visa debit transaction if they support the option. Please be advised that should you choose to use the Maestro® network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable only to Visa debit transactions as described in this Agreement will not apply to transactions processed on the Maestro® network. Please refer to the paragraph labeled "Your Liability for Unauthorized Transfers" for a description of these rights and protections applicable to Visa debit and non-Visa debit transactions.

- To initiate a Visa debit transaction at the POS, swipe your Card through a POS terminal and sign the receipt; or for a mail order, telephone, or Internet purchase, provide your Card number.

- To initiate a non-Visa debit transaction at the POS, enter your PIN at the POS terminal; or for certain bill payment, mail order, telephone, or Internet purchases, provide your Card number after clearly indicating a preference to route your transaction as a non-Visa debit transaction.

**20. Refunds and Returns** - If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds. You are deemed to agree to the refund policy of that merchant when you complete a transaction with that merchant. The exchange or return of merchandise purchased in whole or in part with the Card will be governed by the procedures and policies of each merchant and applicable law. At the time of any exchange or return, you should present both the merchandise receipt and the Card. If you receive a credit, the credit may not be added to the available funds on the Card for seven (7) business days. The Issuer, Visa U.S.A. Inc., Priority, or their respective affiliates, employees or agents are not responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with a Card or any damages resulting directly or indirectly from the use of the Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

**21. Card Replacement** - If you need to replace your Card for any reason, please contact us at 1-(833) 316-6047 to request a replacement Card. You will be required to provide personal information which may include your Card number, full name, transaction history, copies of accepted identification, etc. We reserve the right to require an affidavit signed by you and conduct an investigation into the validity of any request.

Except as may be required by law, we are not liable for any loss or damage relating to lost or stolen Card or the unauthorized use of a Card. There is a replacement Card fee to replace lost or stolen Cards as well as an additional fee for expedited shipping of a replacement Card in the amount shown in the paragraph of this Agreement captioned "Fee Schedule," which will be deducted from the balance associated with the new Card. 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.

- 22. Card Expiration** - The Card plastic is valid through the expiration date shown on the front of 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.
- 23. Foreign Currency Transactions** - If you obtain your funds or make a purchase in a currency other than U.S. currency, the amount deducted from your funds will be converted by Visa into an amount in U.S. currency. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate 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 U.S.A. Inc. itself receives, or the government-mandated rate in effect for the applicable central processing date. We will pass through any Visa foreign currency conversion fee to your Card Account. If you obtain your funds or make a purchase in a currency other than U.S. currency, Issuer also may assess a foreign currency conversion fee of 1% of the transaction amount and will retain this amount as compensation for its applicable services, and these fees will be passed through to you as well. Transactions made outside of the 50 United States, the District of Columbia, Puerto Rico, and other U.S. territories are also subject to these conversion fees even if they are completed in U.S. currency.
- 24. Receipts** - You should get a receipt at the time you make a transaction using your Card. You agree to review your transaction receipts and retain, verify, and reconcile your transaction receipts against your Statements.
- 25. Card Account Balance and Transaction Histories** - 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 1-(833) 316-6047 or by accessing your Card Account on the Website. This information, along with a 12-month history of account transactions, is also available on the Website. If your Account is registered with us, you also may request a twenty-four (24) month written history of account transactions by calling 1-(833) 316-6047. See "Card Activation and Registration" above. You will not be charged a fee for this information unless you request it more than once per month. A copy of this Agreement is available to you at <https://prioritycommerce.com/enterprise-payments/passport/legal-terms/>.

- 26. Fee Schedule (SEE FEE TABLE AT THE END OF THIS DOCUMENT)** - 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 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.

- 27. Unclaimed Property** - Applicable unclaimed property law may require us to report to state government authorities any funds remaining with respect to your Card after a certain period of inactivity. In that event, we may try to contact you at the address shown in our records. If we are unable to contact you, we may be required to transfer any funds remaining with respect to your Card to state government authorities as unclaimed property.
- 28. 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 merchant; (3) in order to comply with government agency, court order, or other legal or administrative reporting requirements; (4) if you consent by giving us your written permission; (5) to our employees, auditors, affiliates, service providers, or attorneys as needed; (6) in order to prevent, investigate or report possible illegal activity; (7) in order to issue authorizations for transactions on the Card; (8) as permitted by applicable law; or (9) otherwise as necessary to fulfill our obligation under this Agreement. Please see Issuer's Privacy Policy, available at [https://www.suttonbank.com/\\_kcms-doc/85/49033/WK-Privacy-Disclosure-1218.pdf](https://www.suttonbank.com/_kcms-doc/85/49033/WK-Privacy-Disclosure-1218.pdf), and Priority's Privacy Policy, available at <https://prioritycommerce.com/privacy/>, for further details.
- 29. Our Liability for Transfer Errors** - If we do not complete a transfer to or from your Card Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance: (1) if through no fault of ours, you do not have enough funds available on your Card 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 made a transaction was not working properly, and you knew about the issue 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.
- 30. Your Liability for Unauthorized Transfers** - **Tell us AT ONCE by calling 1 (833) 316-6047 if you believe your Card, PIN or Card Account number has been lost or stolen or compromised or that your funds have been transferred from your Card Account without your permission. Telephoning is the best way to minimize your possible losses. You could lose all the money in your Card Account.** If you notify us within two (2) Business Days after you learn of the loss or theft of your Card, PIN or Card Account, you can lose no more than \$50.00 if someone used your Card or Card Account without your permission.

If you do NOT notify us within two (2) Business Days after you learn of the loss or theft of your Card, PIN or Card Account, and we can prove that we could have stopped someone from using your Card, PIN or Card Account without your permission if you had told us, you could lose as much as \$500.00.

Also, if your online or written statement or transaction history shows transfers that you did not make, including those made by Card, PIN, code or other means, tell us at once by calling 1 (833) 316-6047. If you do not tell us within sixty (60) days after the earliest of: (i) when you electronically access your Account, if the transfers could be viewed in your electronic history, or (ii) the date we sent the FIRST written statement or history of your Card Account transactions on which the transfers appeared, you may not get back any value in your Card Account that you lost after the sixty (60) days if we can prove that we could have

stopped someone from taking the value in your Card Account if you had notified 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 your Card has been lost or stolen, we will close your Card Account to keep losses down. Upon your request, we will issue you a replacement Card.

Under Visa U.S.A. Inc. Operating Regulations, your liability for unauthorized Visa debit transactions on your Card Account is \$0.00 if you notify us within two (2) Business Days and 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 or to ATM cash withdrawals.

- 31. In Case of Errors or Questions About Your Prepaid Account.** Telephone us at 1-(833) 316-6047 as soon as you can if you think an error has occurred in your Card Account. 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 statement or written history on which the error appeared. If your Card Account is registered with us, you may request a written history of your transactions at any time by calling us at 1-(833) 316-6047.

You will need to tell us:

- (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 tell us orally, we may require that you send your complaint or question in writing within ten (10) Business Days.

We will determine whether an error occurred within ten (10) Business Days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Card 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 us to complete the investigation. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) Business Days, we may not credit your Card Account.

For errors involving new Card Accounts, point-of-sale 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 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 our investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting us at 1-(833) 316-6047. You can also contact us at that number if you need more information about our error-resolution procedures.

**Warning Regarding Unregistered Cards.** It is important to register your Card as soon as possible. Until you register your Card and we verify your identity, neither we nor Priority are required to research or resolve any errors regarding your Card Account. See “Card Activation and Registration” above.

- 32. Assignment; Applicable Law; Severability** - Your Card and your obligations under this Agreement may not be assigned by you. We or Priority may transfer our respective rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other network or association involved in transactions. Priority and we do not waive our respective rights by delaying or failing to exercise them at any time. If any provision of this Agreement is determined to be invalid or unenforceable under

any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Ohio without reference to its conflict of laws rules and except to the extent governed by federal law.

- 33. Amendment and Cancellation** - We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on the website at <https://prioritycommerce.com/enterprise-payments/passport/legal-terms/>, and any such amendment shall be effective upon such posting to that website with an updated Revision Date at the top of this Agreement. The current Agreement is available at <https://prioritycommerce.com/enterprise-payments/passport/legal-terms/>. You will be notified of any change in the manner set forth in this Agreement or as otherwise allowed or required by applicable law prior to the effective date of the change. However, if the change is made for security or regulatory compliance 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 and your Card Account by calling us at 1-(833) 316-6047 to notify us of the cancellation of your Card Account and to confirm to us that you have destroyed your Card. We may ask you for information to authenticate your identity. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. In the event that your Card Account is cancelled, closed, or terminated for any reason, you may request the unused balance (after deduction of all outstanding fees and transactions) to be returned to you via a check to the mailing address we have in our records. There is a fee for this service where allowed by applicable law. Please refer to the paragraph of this Agreement captioned "Fee Schedule" above. Any request for a return of funds shall be processed within a reasonable period of time after your request.
- 34. 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 version.
- 35. Customer Service** -For customer service or additional information regarding your Card, please call us at 1-(833) 316-6047, Customer Service agents are available twenty-four (24) hours a day, seven (7) days a week to answer your calls.
- 36. Telephone Monitoring/Recording** - You agree that from time to time, without further notice to you, we may monitor and/or record telephone calls and electronic communications between you and us to assure the quality of our customer service or as required by applicable law.
- 37. No Warranty Regarding Goods or Services as Applicable** - We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.
- 38. Section Headings** - Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any provision of this Agreement.
- 39. Entire Understanding** - This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to their subject matter.
- 40. Arbitration** - Any claim, dispute, or controversy ("*Claim*") between you and us arising out of or relating in any way to this Agreement, your 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.

- ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO A TRIAL BY JUDGE OR JURY. We will pay the initial filing fee to commence the arbitration. You and we will have every remedy available in arbitration as you and we would have from a court and will be entitled to reasonable discovery. All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made finally and exclusively by the arbitrator. The arbitrator’s award will be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

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

This arbitration provision 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 provision 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 Section 40 (Arbitration), “We” or “Us” shall mean the Issuer, Priority, and their respective successors, affiliates, or assignees as well as any third party using or providing any product, service, or benefit in connection with the Card.

- IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE CARD. SAVE YOUR RECEIPT AND CALL US AT 1-(833) 316-6047 TO CANCEL YOUR CARD AND TO REQUEST A REFUND.

Maximum POS is \$2,500 per transaction	Maximum POS per day is \$5,000	Maximum POS per month is \$10,000
Maximum domestic ATM withdrawal is \$500 per transaction	Maximum domestic ATM withdrawal per day is \$500	Maximum domestic ATM withdrawal per month is \$10,000
Maximum International ATM withdrawal is \$500 per transaction	Maximum International ATM withdrawal per day is \$500	Maximum International ATM withdrawal per month is \$10,000
Maximum domestic Card to Card transfer is \$300 per transaction	Domestic Card to Card transfer is \$1,000 per day	Domestic Card to Card transfer is \$2,000 per month
Maximum reload of \$5,000 per transaction	Maximum reload of \$6,000 per day	Maximum reload of \$30,000 per month

Monthly Fee / Account Maintenance Fees / Transaction Fees		
Monthly Fee	\$0.00	Monthly Fee is recurring on all open accounts.
Signature Purchase Transaction Fee	\$0.00	
PIN Debit Purchase Transaction Fee	\$0.00	
Cash Withdrawals		

POS PIN Debit Purchase - with Cash Back	\$0.00	Limits on the amount of cash you can withdraw per transaction vary, ask your merchant for details.
ATM Cash Withdrawal Fee	\$2.50	Assessed each time the Card is used at an ATM. The ATM owner may charge an additional fee for each transaction.
International out of network ATM fee	\$2.50	
ATM Transaction Decline Fee	\$0.00	Assessed each time the card is used at an ATM and the transaction is declined. The ATM owner may charge an additional fee for each transaction.
International ATM Transaction Decline Fee	\$0.00	
Over the Counter Cash Withdrawal	\$0.00	The Bank/Financial Institution may charge an additional fee for each transaction.
<b>Managing Your Card Account</b>		
Online Account Center	\$0.00	
Wireless Alerts	\$0.00	Standard text messaging rates may apply - see your wireless carrier for details.
Customer Service	\$0.00	
Bill Pay electronic	\$0.00	
Bill Pay paper check	\$0.00	
<b>Balance Inquiry</b>		
Via Priority mobile app	\$0.00	
Via Mobile Alerts	\$0.00	Standard text messaging rates may apply - see your wireless carrier for details.
Via Live Agent Customer Service (1-(833) 316-6047)	\$0.00	
Via ATM	\$0.00	
Via Automated Customer Service (1-(833) 316-6047)	\$0.00	
<b>Miscellaneous</b>		
Foreign Currency Conversion Fee	1%	For each foreign transaction, a currency conversion fee of 1% will be assessed.
Paper Statement Fee	\$2.00	Fee assessed for each paper statement requested.
Replacement Card Fee (standard or expedited delivery)	\$10.00 or 40.00	
Inactivity Fee	\$0.00 per month	Fee assessed for each consecutive month of inactivity after 90 consecutive days of inactivity. <sup>1</sup>
Balance Liquidation Fee	\$0.00	Assessed for mailing a check to close your Card Account. You must contact us to close your Card Account. Checks are mailed only upon request.

<sup>1</sup> In Illinois and Pennsylvania, inactivity fee charged beginning after 12 consecutive months of inactivity.