

## COMMERCIAL DEBIT CARD CARDHOLDER AGREEMENT

Last Updated: March 28, 2024

This COMMERCIAL DEBIT CARD CARDHOLDER AGREEMENT (this “Agreement”) governs your use of the commercial B2B debit card (“Card”) provided by Priority Technology Holdings, Inc. (together with its subsidiaries, “Priority”) as a program manager for Sutton Bank, member FDIC (“Sutton Bank” or “Bank”), the issuer of the Card. This Agreement and the Card are made available to you through the website and/or mobile application provided by Priority (“Platform”), which is responsible for making these services available to you. As used in this document the words “we”, “our”, and “us” refer to Priority and Bank, their respective successors, affiliates, or assignees, and the words “you”, and “your” refer to the business entity that owns the Account (as defined below) and that agrees to be bound by this Agreement. You may also be referred to as the “Account Owner.” Account Owner hereby acknowledges that nothing in this Agreement establishes a customer relationship between Bank and any person besides the Account Owner. By accepting this Agreement, using any Card issued under this Agreement, or by authorizing anyone else to use a Card, you agree to be bound by the terms and conditions in this Agreement as well as the terms of the specific Account Agreement (as defined below). You further agree to provide a copy of this Agreement to each of your Authorized Users (as defined below) and ensure their compliance with this Agreement.

The expiration date of each Card is identified on the back of each Card. You agree to require Authorized Users to sign the back of the Card issued to them immediately upon receipt. The Cards are property of Bank and must be surrendered to Bank or discarded upon demand. The Card is a debit card. The Card is not a credit card or charge card. The Card is nontransferable, and any Card may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

**IMPORTANT NOTE: THIS AGREEMENT IS SUBJECT TO BINDING ARBITRATION AND INCLUDES A WAIVER OF YOUR RIGHT TO PARTICIPATE IN CLASS ACTIONS AND YOUR RIGHT TO A JURY TRIAL. YOU MAY REJECT THE ARBITRATION PROVISION BY SENDING US WRITTEN NOTICE WITHIN 30 DAYS AFTER YOU FIRST USE A CARD OR YOUR ACCOUNT.**

### 1. Overview of the Cards, Related Accounts, and Funding of Cards.

In order to obtain any Card, you must be an existing customer of Priority and have a deposit account, directly or through Priority, with one of our participating banks (the “Deposit Account”). That Deposit Account is subject to an agreement between you, the applicable participating bank, and Priority as a program manager for such participating bank (the “Account Agreement”). Sutton Bank is not a party to that Account Agreement. The Cards will access funds in a separate account that is held for your benefit at Bank (the “Account”). For this reason, when you request a Card, you also agree that Priority may transfer funds from your Deposit Account to the Account to pay for your Card transactions and related charges. Priority will make these transfers to the Account on a daily or other regular basis. This means that you always must have sufficient available funds

in your Deposit Account to be transferred to the Account to pay for all of your transactions made and charges incurred when using your Card.

## 2. Important Information about Obtaining a Card.

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 is that when you request your first Card under this Agreement, we will ask for your name, address, and other information that will allow us to identify you. We will also ask for the names, addresses, dates of birth and other information concerning each of your beneficial owners that will allow us to identify your beneficial owners. We may also ask to see a copy of each beneficial owner's driver's license or other identifying documents.

## 3. Other General Card and Relationship Information.

3.1. **Business Administrator.** By designating any individual as the Business Administrator, Account Owner acknowledges and agrees that we will and are entitled to assume that all actions or omissions of such individual are duly authorized actions or omissions, as applicable, taken or not taken on behalf of Account Owner.

### 3.2. Establishing an Account.

3.2.1. **Eligibility.** In order to establish the Account, Account Owner must:

- (i) designate a Business Administrator;
- (ii) agree to the terms set forth in this Agreement;
- (iii) provide a payment card or Deposit Account (as defined above) via the Platform website; and
- (iv) provide the requested information regarding the identity of the Account Owner.

3.2.2. **Account Owner's Representation and Warranties.** Account Owner represents and warrants to us that:

- (i) Account Owner has received a copy of this Agreement and agrees to be bound by and to comply with the terms hereof and understands that they are subject to change as may be needed to comply with applicable law;
- (ii) Account Owner is duly organized, validly existing and in good standing under the laws of the applicable state of its formation in the U.S.;
- (iii) Account Owner is duly qualified and in good standing to do business in all jurisdictions where Account Owner conducts its business;

- (iv) Account Owner has all necessary organizational power and authority to establish the Account, enter into this Agreement, and perform all its obligations hereunder, and none of those actions will conflict with any other agreement to which Account Owner is a party;
- (v) all personal and business information Account Owner may provide to us will be true, correct, and complete;
- (vi) the individual accepting and agreeing to this Agreement on Account Owner behalf has the necessary corporate authority to so act;
- (vii) the Business Administrator has or will have all necessary corporate authority to act on Account Owner's behalf;
- (viii) The Business Administrator has or will have necessary corporate authority to designate Authorized Users to use the Account; and
- (ix) The Account will only be used for the lawful business purposes of Account Owner.

Prior to distributing any Card to an Authorized User, Account Owner shall ensure that each Authorized User is a United States citizen or lawful permanent resident of at least 18 years of age (or older if residing in a state where the majority age is older); and provides or agrees that the Business Administrator may provide all requested information, such as the Authorized User's name, email address, and such other information as we may request from time to time (collectively, "User Information"). Account Owner further represents and warrants that all User Information submitted to us will be truthful, accurate, current, and complete in all material respects. The Business Administrator must notify us promptly and in writing of changes to any User Information. When the Business Administrator requests that we revoke the permission of any Authorized User as described in Section 3.2.4, that Authorized User will no longer be able to use any Card in their possession once such request has been acted on.

- 3.2.3. Revocation of Authorized User Privileges. The Business Administrator must modify the settings on the Platform or notify Customer Service to request that the use privileges granted to any existing Authorized User be revoked. Such revocation will be effective once we have processed the request, which may take a reasonable amount of time.
- 3.2.4. Revocation of Business Administrator Privileges or Change in Business Administrator. Account Owner must notify us via e-mail at support@prioritypassport.com to revoke any permission(s) of the Business Administrator or designate a different Business Administrator. Any revocation of such permission(s) or designation will be effective only after we have a reasonable period of time to process Account Owner request.

#### 4. Card Transactions in General.

- 4.1. General Use. Subject to other terms of this Agreement, the Card allows you to have access to your specific Account with us and perform electronic funds transfers. All the terms of this Agreement apply to the Card.
- 4.2. Card Activation. Each Card must be activated prior to use. You and any Authorized User can activate the Card by calling (833) 316-6047 or accessing the Platform's website.
- 4.3. Authorized User. "Authorized Users" are the individuals you have authorized to receive Cards and use the Cards to conduct transactions. You are responsible for all Card transactions made by every Authorized User, and for all fees incurred by an Authorized User, even if Authorized User exceeded the authority that you have granted to them and even if you get no benefit from the transaction. As between you and us, all actions of an Authorized User shall be deemed within the scope of such person's authority. We are not required to verify or confirm the purpose or propriety of any action by any Authorized User and are not responsible for any misapplication or misappropriation of funds by any Authorized User. In addition, if you or any Authorized User permit another person to have access to a 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.
- 4.4. Rights to Receive Statements. You have the right to receive an account statement showing your Account activity, including a record of transactions made using the Card. You may view your statement by logging into the Platform website and/or mobile application.
- 4.5. Virtual Card. You may have the option of requesting, in addition to a physical Card, a virtual card represented by a 16-digit account number ("Virtual Card"). The Virtual Card may either be single-use, meaning the 16-digit account number will expire after a single transaction, or recurring-use, meaning you may use your 16-digit account number for multiple transactions. Virtual Cards are subject to all terms of this Agreement in the same way and extent as each physical Card, except as otherwise expressly stated in this Agreement.

#### 5. Use of Card.

- 5.1. Use of Card. Each transaction on your Card is subject to the terms of this Agreement. Cards may only be used to purchase goods and services for the business purposes of Account Owner and cannot be used for any unrelated personal, family or household purposes of any person. Physical Cards may be used to obtain cash at an automated teller machine ("ATM") and other bank or merchant locations where such transactions are permitted, but Virtual Cards may not be used to obtain cash anywhere.
- 5.2. PIN. Each Authorized User will be provided with a personal identification number ("PIN") for their Card. An Authorized User may change that PIN by contacting customer service at (833) 316-6047 or support@prioritypassport.com. The PIN must be used in all ATM transactions and certain PIN transactions as it may be requested by the point of

sale. Neither you nor any Authorized User should disclose the PIN to anyone. If the security or confidentiality of the PIN is compromised, please, access Platform’s website and/or mobile application to block the Card or notify us by (833) 316-6047 or support@prioritypassport.com.

- 5.3. Spending and Withdrawals Limits. There are transactional (dollar) limits per day imposed on each Card and all Cards combined. The transactional limits imposed on the Cards are provided in the table below.

<b>Transactions Limits (*Required)</b>	<b>Daily Limit</b>
Point-of-Sale Daily Limit *	\$100,000.00
Daily ATM Withdrawal Limit *	\$1,000.00
Per Transaction ATM Withdrawal Limit	\$500.00
Daily Over-the-Counter Cash Limit *	\$2,500.00
Per Transaction Over-the-Counter Cash Limit	\$2,500.00
Total Daily Cash Withdrawal *	\$3,500.00
Total Daily Limit (POS, cash adv., ATM w/d) *	\$103,500.00
ATM Count Withdrawals*	5

These limits determine how much you can spend with your Card per day and are subject to periodic review and change based on your Account history, activity, Platform’s reviews and other factors. We reserve the right to allow you to transact higher volume than the limits set forth herein at any time without prior notice. Because of the limitations imposed by some non-Bank ATMs and in the event of equipment failure or unavailability, you may not be able to withdraw or to access funds even though you have not exceeded these limitations. The daily period to which the transactional limits apply shall commence at 12:00 Midnight (ET) on each day and end at 12:00 Midnight on the following day (ET).

- 5.4. Fees. We do not charge any fees for the initial issuance of any Card. We will not charge a fee for the use of any Card for up to five ATM transactions per month. Beginning with the 6<sup>th</sup> ATM transaction with any single Card in any calendar month, Priority will assess a fee of \$3.50 for each ATM transaction using that Card in that month. In addition, we charge the fees set forth below:

<b>Fee Name</b>	<b>Fee amount</b>
Over the Counter Cash Access Fee (International)	\$2.50
Foreign Transaction Fee	1%
ATM Out of Network	3.50
Express Mail Fee	\$40.00

Replace Card Fee	\$10.00
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- 5.5. Foreign Transactions. If a purchase with the Card is made in a currency other than U.S. dollars, the amount deducted from your Account will be converted by Visa Incorporated into U.S. dollars. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by Visa Incorporated from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa Incorporated itself receives, or the government-mandated rate in effect for the applicable central processing date. In addition, Priority will pass through to you a 1% foreign transaction fee assessed by Visa Incorporated as set forth in Section 5.4.
- 5.6. Card not Present Transactions. If the 16-digit Card number is used without presenting the Card in person (such as for a mail order, telephone, or internet purchase), the legal effect will be the same as if the Card itself was used. For security reasons, we may limit the amount or number of such transactions you may make. The Card may not be used for illegal gambling or any other illegal transaction.
6. Holds for Authorized Transactions.
- 6.1. POS holds. We may place a hold on the funds in your Account for a Card transaction. When a Card is used for certain transactions, the merchant accepting the Card may request advance authorization of that transaction. If we authorize a transaction, we may place a temporary “hold” on your Account funds for the amount of the authorized transaction, which we refer to as a “POS hold.” A POS hold is not payment for an authorized transaction. We will make payment for a transaction only after the actual transaction is presented to us physically or electronically.
- 6.2. Release of POS holds. Any POS hold on your Account funds will be released upon the earlier of: (a) the day we: (i) receive the actual transaction, (ii) post that transaction to your Account for payment, and (iii) match the authorization of that transaction to the actual transaction; or (b) five (5) business days after the date we authorized that transaction. The release of the POS hold will be in the form of a credit to your Account for the amount of the hold. Credits for released POS holds and payments for Card transactions are posted separately to your Account, and the credit for any particular POS hold is not used to pay the particular transaction for which the hold was placed.
- 6.3. Effect of an authorization hold. Each POS hold will reduce the available balance in your Account by the amount of the hold. In the event the available balance in your Account is insufficient to pay items posted to your Account, transactions will decline.
- 6.4. Authorization requests by merchants. Merchants generally are permitted to request authorization only for the actual amount of a transaction. However, certain kinds of merchants in specified situations are permitted to request authorization for a Card transaction in an amount different from the amount of the actual transaction. For example, restaurants and drinking establishments may request authorization for the

estimated amount of a transaction, and others may request authorization for an amount up to 20% over the amount of the actual bill in order to cover an anticipated tip. When we receive an authorization request from a merchant, we do not receive information from which to determine whether the request covers the actual amount of a transaction, an estimated amount, or whether the merchant's request exceeds the amount permitted.

7. Card or PIN Lost, Stolen and/or Unauthorized Transactions. Card Replacement.

- 7.1. Unauthorized Transaction. An unauthorized transaction occurs when funds are sent from a Card, and you or an Authorized User did not authorize the transaction and it did not benefit you or the Authorized User. If you or an Authorized User give someone the Card and give them permission to use it, you will be responsible for all transactions conducted by them on the Card even if they conducted more transactions than were authorized, unless you notified us that transactions by that person are no longer authorized.
- 7.2. Immediate Notification. If your Card or PIN is lost or stolen, or if you believe either your Card, PIN, or the account number for your Card is subject to any unauthorized use, you must notify us immediately, and take any and all reasonable actions we may request to prevent unauthorized Card use. Contact us immediately if you believe: (a) a Card has been lost or stolen, (b) someone has gained unauthorized access to any access information for your Account, or (c) someone has transferred or may transfer funds from the Card without your permission.
- 7.3. Minimizing Losses. Reporting a lost/stolen Card or unauthorized transactions by calling customer service at (833) 316-6047, logging into the Platform website or sending an email to support@prioritypassport.com to deactivate the Card is the best way to minimize possible losses.
- 7.4. Card Replacement. If you need to replace your Card for any reason, please, deactivate the card by logging into the Platform website or by calling us at (833) 316-6047 or emailing us at support@prioritypassport.com.
- 7.5. Processing Errors. We will use reasonable effort to rectify any processing error that we discover. If the error results in your receipt of less than the correct amount to which you are entitled, we will credit the Account for the difference. If the error results in your receipt of more than the correct amount to which you are entitled, we will debit the extra funds from the Account. If the error resulted in our not completing a transaction on time or in the correct amount, we will be liable for your losses or damages directly caused by this failure, unless: (a) through no fault of ours, you did not have enough available funds to complete the transaction, (b) our system was not working properly and you knew about the breakdown when you started the transaction, or (c) circumstances beyond our control (such as fire, flood or loss of Internet connection) prevented the transaction, despite our reasonable precautions.

## 8. Responsibility for Unauthorized Transactions.

- 8.1. **General Obligations.** You agree to that you and your Authorized Users must exercise reasonable control over all Cards, Card numbers, PINs, passcodes and similar means of using the Cards. You agree to notify us immediately if any of these things may have been lost, stolen, or used without your authorization. It also therefore is your responsibility to ensure that your Authorized Users notify you of such loss, theft or unauthorized use so that you may notify us. We may cancel any Card or Card number that has been lost, stolen or misused, and we may issue replacement Cards or Card numbers, but only after you have provided such proof and security or indemnification as we may require. You acknowledge that we also may close your Account to help prevent future losses.
- 8.2. **Immediate Contact.** The Card is a commercial-purpose Card and does not provide consumer protections for lost or stolen Cards or unauthorized transactions. Treat the Card like cash. Until you or an Authorized User reports a Card as lost or stolen or reports an unauthorized transaction on a Card, you are fully responsible for all transactions, even if the Card is lost, stolen or used for unauthorized transactions. Contact customer service IMMEDIATELY if you or Authorized User believes: (i) a Card has been lost or stolen, (ii) someone has gained unauthorized access to any access information for a Card, or (iii) someone has transferred or may transfer funds from the Card without permission. Reporting a lost/stolen Card or unauthorized transactions through (833) 316-6047 or emailing us at support@prioritypassport.com or by logging into the Platform website to deactivate the Card is the best way to minimize possible losses.
- 8.3. **Visa Zero Liability.** Under Visa Zero Liability Protection, you will not be held responsible for unauthorized transactions if you have used reasonable care in safeguarding your Card from loss or theft and you promptly reported to us when you became aware that your Card was lost or stolen. Visa Zero Liability applies to purchases made in store, over the telephone, online or via a mobile device and ATM transactions. Visa Zero Liability may not apply to certain Visa payment cards that are used for commercial purposes.
- 8.4. **Notifications of Error and Unauthorized Transactions.** If you become aware of any transactions that you did not make, notify us immediately. If your statement reflects any error or any transaction that you did not authorize, you must notify us within 14 days of the statement being made available to you. If you fail to do so, the statement shall be deemed correct for all purposes and we shall not be liable to you for any errors or unauthorized transactions shown on such statement. In addition, you may be liable for the amount of each unauthorized transfer that occurs after the close of the 14 days and before you provide notice to us, unless the delay in notifying us was due to extenuating circumstances beyond your reasonable control.
- 8.5. **Your Responsibility.** If you or an Authorized User permit another person to have access to a Card, we will treat this as if you or the Authorized User has authorized such person to use the Card, and you will be liable for all transactions and fees incurred by such person, even if they exceed the authorization granted. You will further be responsible for



any transactions made and any fees incurred by the Authorized User even if the Authorized User exceeds the scope of the authority granted to such Authorized User by you. If you want to withdraw permission for an Authorized User to use a Card, then transactions made with the Card will be considered unauthorized only after you notify us that the person is no longer authorized to use the Card and we have had a reasonable opportunity to process your notice.

## 9. Our Responsibilities; Limitation of Liability.

9.1. Our Responsibilities. If we do not complete a transfer of funds to or from the Account on time or in the correct amount according to this Agreement, we may be liable to Account Owner for the losses or damages. However, there are some exceptions. We will not be liable if: (a) through no fault of ours, Account Owner does not have enough available funds in the Account to perform the requested transaction; (b) circumstances beyond our reasonable control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, or natural disaster) prevent or delay the transfer despite reasonable precautions taken by us; (c) the system, or point-of-sale terminal was not working properly and the Business Administrator or applicable Authorized User knew of the problem when the subject Card transaction was initiated; (d) funds in the Account are subject to legal process or are otherwise not available for transactions; (e) a merchant refuses to accept a Card; (f) access to the funds in applicable Account is blocked because the Business Administrator or Authorized User reported the subject Card as lost or stolen; or (g) if we have reason to believe the subject transaction is unauthorized.

9.2. Limitation of Liability. We shall have no liability to Account Owner if we are unable to complete a Card transaction for any reason beyond our control. Except as otherwise expressly provided in this Agreement or as otherwise required by applicable law, we, our affiliates, and the parties with whom we contract in order to offer the Cards, the Account, and related services are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to this Agreement (as well as any related or prior agreement that Account Owner may have had with us).

10. Your right to Dispute Errors. If you think your statement is wrong or if you need more information about a transaction listed on it, please contact Priority at (833) 316-6047 or email at [support@prioritypassport.com](mailto:support@prioritypassport.com). In making such communication, you need to tell us: (i) your name of and Account number; (ii) why you believe there is an error and the dollar amount involved; and (iii) approximately when the error took place. We will review the information submitted in a commercially reasonable manner, but given that the Account is a commercial product, you are not entitled to, and we are not obligated to follow, the requirements or obligations of the Electronic Funds Transfer Act and Regulation E promulgated thereunder, which only apply to consumer transfers. If you need more information about our error resolution process, contact customer service at (833) 316-6047.

## 11. Digital Wallet

- 11.1. Adding a Card. Your Administrator can add a Card to a digital wallet by following the instructions of the digital wallet. The digital wallet may not be accepted in all places where the Card is accepted. We may terminate the ability for you to add a Card to a digital wallet at any moment.
- 11.2. Remove Your Card from the Digital Wallet. You should contact the digital wallet provider to remove a Card from the digital wallet. We can end or suspend your ability to use a Card with the digital wallet at any time.
- 11.3. Card Responsibility. You are solely responsible for maintaining the security of your digital wallet credentials (including user identification, password or other access credentials). If you or any Authorized User share these credentials with any other person, you and the Authorized User expressly authorizes them to access your personal information and your Authorized User's personal information, access your accounts and initiate charges to the Cards using the digital wallet service. You agree and represent that you have informed each Authorized User of this access to their personal information.
- 11.4. Fees. We currently do not impose a fee for using your Card at a digital wallet (other than the fees set forth in Section 5.4), but we reserve the right to impose a fee in the future. Please note that a digital wallet provider or another third party enabling or associated with your use of a digital wallet may charge a fee for using your Cards in a digital wallet.
- 11.5. No Liability for the Digital Wallet. We are not provider of the digital wallet and we are not responsible for providing the digital wallet service to you. We are only responsible for supplying information securely to the digital wallet provider to enable usage of the Card in such digital wallet. We are not responsible for any failure of the digital wallet or the inability to use the digital wallet for any transaction. We are not responsible for the performance or non-performance of the digital wallet provider or any other third parties regarding any agreement you enter into with the digital wallet provider or associated third-party relationships that may impact your use of the digital wallet. THE ACCESS TO THE DIGITAL WALLET SERVICE IS PROVIDED "AS IS" WITH NO WARRANTY BY US OF ANY KIND OR NATURE. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE DIGITAL WALLET SERVICE IS AT YOUR SOLE RISK, AND WE ARE NOT RESPONSIBLE FOR THE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, OR ACCURACY.
- 11.6. Privacy & Security. You agree that we may exchange your information with the digital wallet provider, a payment network (e.g., Visa and Mastercard), and others in order to enable your use of the digital wallet, make information available to you about your Card transactions, and improve our ability to offer the digital wallet services. We do not control how the digital wallet provider or third parties use the information received in connection with the digital wallet and the use of such information is governed by such party's privacy policy. We are not responsible for the security of the information provided to the digital wallet provider or stored in the digital wallet. We are not responsible if a security breach occurs that affects any information stored in the digital wallet or sent from a wallet.

## 12. FDIC Insurance.

- 12.1. The funds in the Account are held in a pooled account at Sutton Bank. Those funds are eligible for FDIC insurance up to \$250,000 on a pass-through basis and do not pay any interest. The maximum FDIC insurance coverage is subject to aggregation of all of your deposits held at Sutton Bank.
- 12.2. 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).

## 13. Customer Services

- 13.1. Customer Service. For customer service or additional information regarding your Account, please contact Priority by:

Phone: (833) 316-6047

Email: [support@prioritypassport.com](mailto:support@prioritypassport.com)

- 13.2. Hours. Customer Service agents are available to answer your calls:

Monday through Friday: 7:00 AM – 1:00AM Eastern Time. Saturday and Sunday: 8am – 8pm Eastern Time.

## 14. Consent to Use Electronic Signatures and Communications.

- 14.1. Account Owner Consent. To the extent permitted by applicable law, Account Owner consents to use electronic signatures and to electronically receive all records, notices, statements, communications, and other items for all services provided to Account Owner and Authorized Users under this Agreement and in connection with Account Owner's relationship with us (collectively, "Communications") that we may otherwise be required to send or provide Account Owner in paper form (e.g., by mail). By accepting and agreeing to this Agreement, Account Owner agrees and confirms that: (1) Account Owner wishes to enter into this Agreement electronically, (2) Account Owner has read and understood this consent to use electronic signatures and to receive Communications electronically; (3) all Communications provided to Account Owner in electronic form are deemed to have been provided in written form; and (4) Account Owner's consent will remain in effect until Account Owner withdraws its consent as specified below.
- 14.2. Account Owner's Right to Withdraw Consent. Account Owner's consent to receive Communications electronically will remain in effect until Account Owner withdraws it. Account Owner may withdraw its consent to receive further Communications electronically at any time by contacting us at [support@prioritypassport.com](mailto:support@prioritypassport.com). If Account Owner revokes its consent to receive Communications electronically, we reserve the right to close the Account and return the remaining Account balance as set forth in this Agreement. Such revocation will be effective after we have a reasonable period of time to act on Account Owner's withdrawal request. Please note that such revocation of

consent to receive Communications electronically will not apply to any Communications that were sent before Account Owner's request to withdraw consent becomes effective. After such revocation is effective, Authorized Users will no longer be able to use a Card Account or participate in the Program, except as expressly provided in this Agreement. In addition, we may charge Account Owner a reasonable fee for providing paper copies of Communications.

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

## 15. General Rules.

15.1. Amendment. Except as otherwise required by applicable law, we may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on the Platform website or mobile application, and any such amendment will be effective upon such posting to the website. You will be notified of any amendment(s) in the manner provided by applicable law prior to the effective date of the amendment(s). However, if the amendment(s) is made for security purposes or your benefit, we may implement it without prior notice. By retaining or using the Card or by authorizing anyone else to use the Card after the effective date of any change to this Agreement, you agree to that change.

15.2. Cancellation. We may cancel or suspend your Account and/or Card or this Agreement at any time for any reason. You may cancel this Agreement by emailing support@prioritypassport.com to close your Card and/or Account. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

15.3. Governing Law. This Agreement shall be governed by the laws of the State of Georgia; except to the extent governed by federal law.

## 15.4. Dispute Resolution.

15.4.1. Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: (i) this Agreement; (ii) the Account or Cards; (iii) your acquisition of the Account or Cards; (iv) your use of the Account or Cards; (v) the amount of available funds in the Account; (vi) advertisements, promotions or oral or written statements related to the Account or Cards, as well as goods or services purchased with the Account or Cards; (vii) the benefits and services related to the Account or Cards; or (viii) transactions made using the Account or Cards, 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 commercial Arbitration Rules. 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). The arbitration shall occur in Fulton County, Georgia.

- 15.4.2. ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.
- 15.4.3. For a copy of the procedures, to file a Claim or for other information about this organization, contact it at: AAA, 335 Madison Avenue, New York, NY 10017, or at [www.adr.org](http://www.adr.org).
- 15.4.4. All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.
- 15.4.5. 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 OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.
- 15.4.6. This arbitration provision shall survive: i) the termination of the Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of your Account, or any amounts owed on your Account, to any other person or entity; or iv) closing of the Account. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.
- 15.4.7. IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, EMAIL US AT [support@prioritypassport.com](mailto:support@prioritypassport.com) TO CLOSE THE CARD ACCOUNT AND REQUEST A REFUND, IF APPLICABLE. YOU MUST DO SO WITHIN 30 DAYS OF OBTAINING A CARD OR USING THE ACCOUNT OR THIS ARBITRATION AGREEMENT WILL BE BINDING.
- 15.5. Other Miscellaneous Term. The Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of the Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be 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.

If the Card has a Visa logo: This Card is issued by Sutton Bank, Member FDIC, pursuant to a license from Visa U.S.A., Inc.

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