

Monthly fee	Per purchase	ATM withdrawal	Cash reload
\$5	\$0	\$0	\$3.99*

ATM balance inquiry	\$0.00
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Customer Service (Live Agent or automated)	\$0.00 per call
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Inactivity	\$0
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We charge no other types of fees.

* This fee can be lower depending on how and where this card is used.

No Credit or Overdraft Feature.

Register your card for FDIC insurance eligibility and other protections.

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 Customer Service at +1 (855) 553-3388 or visit <https://majority.com>.

All Fees		
Get Started		
Card Purchase	\$0.00	
Monthly Usage		
Monthly Fee	\$5	
Add Money		
Card Reload	\$0.00	International fees may be charged by your issuing bank.
Direct Deposit	\$0.00	
Cash Reload	\$3.99	Fees of up to \$3.99 may apply when reloading your card. This fee can be lower depending on how and where your card is used.
Spend Money		
Bill Payment (Regular Delivery)	N/A	
Bill Payment (Expedited Delivery)	N/A	
Get Cash		
ATM Withdrawal (in-network)	\$0.00	"In-network" refers to the Visa ATM network. Locations can be found in the MAJORITY app.
ATM Withdrawal (out-of-network)	\$0.00	This is our fee. "Out-of-network" refers to all the ATMs outside the Visa ATM Network. You may be charged a fee by the ATM operator, even if you do not complete a transaction.
Information		
Customer Service (Automated)	\$0.00	
Customer Service (Live Agent)	\$0.00	
ATM Balance Inquiry (In-Network)	\$0.00	Third party fees may apply.
ATM Balance Inquiry (Out-of-Network)	\$0.00	Third party fees may apply.
Using Your Card Outside the U.S.		
Foreign Currency Fee	0%	
International ATM Withdrawal	\$0.00	Third party fees may apply.

International ATM Balance Inquiry	\$0.00	Third party fees may apply.
Other		
Inactivity Fee	\$0.00	

Register your card for FDIC insurance eligibility and other protections. Your funds will be held at or transferred to Sutton Bank, an FDIC-insured institution. Once there, your funds are insured up to \$250,000 by the FDIC in the event Sutton Bank fails, if specific deposit insurance requirements are met, and your card is registered. See [fdic.gov/deposit/deposits/prepaid.html](https://www.fdic.gov/deposit/deposits/prepaid.html) for details.

No overdraft/credit feature.

Contact Majority by phone at +1 (855) 553-3388, by mail at support@majority.com or visit majority.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.

SUTTON BANK CARDHOLDER AGREEMENT

IMPORTANT – PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION (“ARBITRATION” SECTION) REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.

FOR QUESTIONS OR ASSISTANCE, PLEASE CONTACT CUSTOMER SERVICE AT +1 (855) 553 3388

1. About Your Card and this Cardholder Agreement

This Sutton Bank Cardholder Agreement (“*Agreement*”) constitutes the agreement between you, and Sutton Bank Attica, Ohio (“*Sutton Bank*” or “*Issuer*”), a FDIC insured member institution, outlining the terms and conditions under which the Majority Prepaid Visa® Card (“*Card*”) has been issued to you by Sutton Bank (pursuant to a license by Visa USA Inc.), as well as the records maintained by Sutton Bank to account for the funds associated with the Card (“*Card Account*”). This Agreement does not replace, but supplements the *Majority Terms of Service* (available in the App), however in case of any inconsistency between the Majority Terms of Service and this Agreement, this Agreement shall govern and control your use of the Card and Card Account and otherwise your relationship with Sutton Bank. The Card issued to you by Sutton Bank enables you to make certain electronic fund transfers to and from your prepaid Card Account. If you do not agree to the terms and conditions contained in this Agreement, do not activate or use the Card and contact Customer Service to cancel your Card. All Cards are issued by Sutton Bank and distributed and serviced by Majority USA, LLC. “*You*” and “*your*” mean the person who has received the Card and is authorized to use the Card as provided for in this Agreement. “*We*,” “*us*,” and “*our*” mean the Issuer and its respective successors, affiliates, or assignees. Please read this Agreement carefully and retain it for future reference. This Agreement is revised periodically, so it may include changes from earlier versions. You always find the most recent version of this Agreement in the Majority Mobile Application (“*App*”) and on <https://www.majority.com> (“*Website*”).

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. 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. The Card is not connected in any way to any other account. The Card is not a credit 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. We may refuse to process any transaction that we believe may violate the terms and conditions of this Agreement. The Card may only be used for personal, family or household purposes, and we may cancel your Card if we determine that it is being used for commercial purposes.

Our business days are Monday through Friday, excluding US federal holidays, even if we are open. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.

Write down your Card number and the Customer Service telephone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

2. DESCRIPTION OF YOUR CARD

The Card is a prepaid card useable wherever prepaid debit cards bearing the applicable payment network brands on your Card are accepted worldwide. The Card issued to you will be in the form of a virtual card (available to you in the App) ("*Virtual Card*") and a physical card (a plastic card, which will be delivered to you) ("*Plastic Card*"), both cards carrying and representing the same assigned 16-digit card number and Card Account. For the avoidance of doubt, the use of your Virtual Card will have the same legal effect as when you use your Plastic Card. 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. You may use your Card to make purchases at any merchant that accepts Visa debit cards, subject to your available Card Account balance and the other terms and conditions of this Agreement and the *Majority Terms of Service*. You may not use your Card for any online gambling, escort services or any illegal transaction. We may temporarily suspend – "freeze" – your Card and Card Account and try to contact you if we notice transactions that are unusual or appear suspicious. The Card will have an 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 immediately if you believe the Card is lost or stolen. Activating Your Card: You must activate your Card before it can be used. To activate your Card, follow the steps and instructions for activation in the App. Your Card will not be available for activation until Sutton Bank has verified your identity.

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 apply for a Card, we will ask for your name, address, date of birth, 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.

4. Address or Name Changes

You are responsible for notifying us of any change in your name, physical address, mailing address, email address, or phone number. 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 notification. If you make your email account available to any other individual, you agree that you are responsible for any release of any Account information to such individual.

5. Personal Identification Number (PIN)

To protect the use of your Card, you are required to set a personal identification number ("*PIN*"). The PIN you set will apply both in relation to your Virtual Card and your Plastic Card. The PIN must be used

on all automated teller machine ("ATM") transactions and PIN transactions. You should not write or keep your PIN with your Card. Never share your PIN with anyone 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 section labeled *"Lost or stolen cards/unauthorized transfers"* below.

6. Authorized Card Users

You are responsible for all authorized transactions initiated and fees incurred by the use of your Card. You may not permit another person to have access to your Card or Card number. If you do provide access to your Card or Card number, you are liable for all transactions incurred with the Card or Card number. You must notify us to revoke permission for any person you previously authorized to use Card information or have access to your account. You are wholly responsible for the use of each Card according to the terms of this Agreement subject to the section labeled *"Lost or stolen cards/unauthorized transfers"* below, and other applicable law.

7. FDIC Insurance

All funds associated with the Card shall be held in an account with the Issuer, 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. If you have provided us with the personal information described in the paragraph above labeled *"Important Information about Opening a New Card Account,"* then such funds are insured by the Federal Deposit Insurance Corporation (*"FDIC"*) up to the maximum amount specified by FDIC regulations.

8. Representations and Warranties

By applying for or otherwise by activating the Card, retaining, using or authorizing the use of the Card or any other services provided by us, 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 legal alien (with valid U.S. tax ID number) residing in the United States, Puerto Rico or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to us and/or Majority USA, LLC in connection with the Card or other services provided by us or Majority USA, LLC is true, correct, up-to-date (at all times) and complete; (v) you have duly registered yourself with Majority USA, LLC in the App and that you have read and understand the *Majority Terms of Service* and agree to be bound by and to comply with their terms and conditions; (vi) you have read and understand this Agreement and agree to be bound by and to comply with its terms and conditions; and (vi) you accept the Card.

9. Disclaimer of Warranties

EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, 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.

10. Limitation of Liability and Indemnification

WE WILL NOT BE LIABLE TO YOU FOR: DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, OR RIOTS; THE FAILURE OF MERCHANTS TO HONOR

THE CARD; THE FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES; COMMUNICATION SYSTEM FAILURES; OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, OR ANY PAYMENT SYSTEM. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE REQUIRED BY LAW. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOUR RECOVERY FOR ANY ALLEGED NEGLIGENCE OR MISCONDUCT BY US SHALL BE LIMITED TO THE TOTAL AMOUNT LOADED ON THE CARD.

YOU AGREE TO HOLD HARMLESS AND INDEMNIFY US AND OUR SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES (AND THEIR SUBSIDIARIES, AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES) FROM AND AGAINST ANY AND ALL CLAIMS, SUITS, DAMAGES, PENALTIES, COSTS, FINES, LIABILITIES AND EXPENSES, INCLUDING, WITHOUT LIMITATION, REASONABLE ATTORNEYS' FEES, THAT ARISE FROM YOUR VIOLATION OF THIS AGREEMENT, APPLICABLE LAW, OR ANY THIRD-PARTY RIGHTS OR YOUR FRAUD OR WILLFUL MISCONDUCT. WE RESERVE THE RIGHT TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER SUBJECT TO INDEMNIFICATION BY YOU, IN WHICH EVENT YOU WILL COOPERATE IN ASSERTING ANY AVAILABLE DEFENSES.

11. Account Access; Limitations

You acknowledge and agree that the value available in the Card Account is limited to the balance of the Card Account. Any transaction that could create a negative balance for your Card Account is not permitted. If any transactions cause the available balance in your Card Account to go negative, including any purchase transactions where the retailer or merchant does not request authorization, you shall remain fully liable to us for the amount of any negative balance and any corresponding transaction fees. You agree to pay us promptly for the negative balance. If you do not promptly add sufficient funds to your Card Account to cover the negative balance, in addition to any other remedies or actions, we may cancel your Card and Card Account and pursue collection. We further reserve the right to offset any negative balance by any current or future funds you may load to or maintain in your Card Account or funds in any other Card Account you maintain with us now or in the future.

You may use your Card to purchase or lease goods or services online, by mail or telephone wherever Visa debit cards are accepted as long as you do not exceed the value available in your Card Account, or any other limitations set out herein. You are responsible for all transactions initiated by use of your Card, except as otherwise set forth herein. If you do not have enough funds available in your Card Account for the amount authorized by you, your transaction will be declined. If you do not have enough funds available in your Card Account, you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount with cash or using another payment method. These are called "split transactions." Some merchants do not allow cardholders to conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash. If you use your Card number without presenting your Card (such as for an online transaction), the legal effect will be the same as if you used the Card itself in-store. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of

transactions made with your Card. Nevertheless, if a transaction exceeds the balance of the funds available in your Card Account, you shall remain fully liable to us for the amount of the transaction.

Transaction limits point-of-sale. The maximum amount that can be spent using your Card is:

- per transaction: \$2,500
- per day: \$5,000
- per month: \$10,000

Cash Access. With your PIN, you may use your Card to obtain cash from any Automated Teller Machine ("ATM") that bears the Visa acceptance mark, or you may use the Card to withdraw funds at any point-of-sale ("POS") device, as permissible by a merchant, that bears the Visa acceptance mark. Some of these services may not be available at all terminals. Any funds withdrawn from an ATM or POS device are subject to the following transaction limits (in addition to any other restrictions or limitations set out in this Agreement). The maximum amount that can be withdrawn is:

- per transaction: from ATM \$510/International ATM \$510/POS \$2,500/Card-to-Card Transfer (domestic no x-border) \$300
- per day: from ATM \$1,000/International ATM \$1,000/POS \$5,000/Card-to-Card Transfer (domestic no x-border) \$300
- per month: from ATM \$2,500/International ATM \$2,500/POS \$10,000/Card-to-Card Transfer (domestic no x-border) \$1,000

In addition to the above, for security purposes we reserve the right to, in our sole discretion, impose additional limit to your use of your Card at ATMs or POS devices. 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.

When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. We are not responsible for such fee. The amount of the fee should be disclosed at the ATM. Any such fee will be deducted from the balance of the Card, along with the amount of the withdrawal performed at the ATM.

PIN and Non-PIN Transactions: Merchants may limit the available options for the type of transaction you wish to conduct or may let you choose between a PIN ("*Debit*") transaction or a signature ("*Credit*") transaction at the point of sale. To initiate a signature transaction at the point of sale, select "Credit" and sign the receipt (if required by the merchant). To initiate a PIN transaction at the point of sale, select "Debit" and enter your PIN at the point of sale terminal. For mail order, telephone, Internet or other card-not-present purchases, merchants may choose to route a transaction as a PIN transaction without asking you to enter your PIN.

Transactions in Foreign Currencies. If you make a purchase using your Card in a currency other than in U.S. dollars, the amount deducted from the available funds in the Card Account will be converted by Visa into U.S. dollars. The applicable exchange rate will be selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself receives or the government-mandated rate. The exchange rate used on the central processing date may be different than the rate that was in effect on the date you performed the transaction.

Merchant Holds on Available Funds. When you use your Card or Card number to initiate a transaction at certain merchant locations, such as hotels, restaurants, gas stations, and rental car companies, where the final purchase amount is unknown at the time of authorization, a hold may be placed on the available funds in your Card Account for an amount equal to or in excess of the final transaction amount. The funds subject to the hold will not be available to you for any other purpose until the merchant sends us the final transaction amount. Once we receive the final transaction amount, it may take up to seven (7) days for the hold to be removed. During that period, you will not have access to the funds subject to the hold. Please be advised that you may experience difficulties using your Card at unattended vending machines, kiosks, and gas station pumps. If your Card is declined at a “pay at the pump” gas station even though you have sufficient funds available, you should pay for your purchase inside with the cashier.

12. Loading Your Card

You may add funds to your Card Account, called “loading,” by: (i) Automated Clearing House (“ACH”) loads (e.g., direct deposit) up to \$5,000 per day; and (ii) Loading cash through one of our reload locations (currently available cash reload networks are Vanilla Reload and Visa ReadyLink) up to \$500 per transaction, \$1000 per day, \$5,000 per month and with a maximum of 5 reloads per day.

The amount of each load must be at least \$5. The maximum balance allowed on your Card is \$10,000. We will reject any loads that exceed the maximum balance allowed on your Card. There are also maximum load restrictions we may place on your Card when aggregated with any other Cards you have. You agree to present your Card and meet identification requirements to complete load transactions as may be required from time to time. If you arrange to have funds transferred directly to your Card Account from a third party through an ACH load, you must enroll with the third party by providing the bank routing number and direct deposit account number that we provide you.

FEDERAL PAYMENTS: THE ONLY FEDERAL PAYMENTS THAT MAY BE LOADED TO YOUR CARD ACCOUNT VIA AN ACH CREDIT ARE FEDERAL PAYMENTS FOR THE BENEFIT OF THE PRIMARY CARDHOLDER. IF YOU HAVE QUESTIONS ABOUT THIS REQUIREMENT, PLEASE CONTACT CUSTOMER SERVICE.

13. When Value on your Card is Available

Loads are available on the business day when final collected funds are received by us unless a longer time is permitted by applicable law.

14. 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, a loyalty program, and a savings account. Third party data and message fees may apply. Additional terms and conditions

may apply. Additional information and applicable terms and conditions will be provided to you in the App and at the Website.

15. Preauthorized Transfers

Preauthorized transfers will not be allowed.

16. Refunds and Returns

If you are entitled to a refund for any reason for goods or services obtained with your Card, the return and refund will be handled by the merchant. If the merchant credits your Card, the credit may not be immediately available. While merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit transaction and the refund may not be available for a number of days after the date the refund transaction occurs.

If you have any objections, complaints or disputes which relates to your contractual relationship with a merchant from whom goods or services were purchased (by using the Card), you shall address and handle this directly with that particular merchant; more specifically, we are not responsible for the delivery, quality, safety, legality, or any other aspects of goods or services that you purchase with the Card.

17. Card Replacement

If you need to replace your Card for any reason we recommend that you make your request for a replacement Card within the App. You can also replace your Card by contacting our Customer Service (contact details at the very top). You will be required to provide personal information which may include your Card number, full name, transaction history, copies of accepted identification and other information necessary to verify your identity. 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.

18. Card Expiration

The Plastic Card is valid through the expiration date identified on the front of the Plastic Card and the Virtual Card is valid through the expiration date identified on the front of the Virtual Card and in the App, 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 valid through date; however, you may request a replacement Card 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.

19. 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.

20. Card Account Balance/Transaction history/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 current amount of money you have remaining in your Card Account by calling 1-855-553-3388. This information, along with a 12-month history of the Card Account Transactions, is also available via the MAJORITY App. You also have

the right to obtain at least 24 months of written history of account transactions by calling 1-855-553-3388, or by writing us at MAJORITY USA, LLC, 2500 Wilcrest, Suite 330, Houston, Texas 77042 USA, Attn: Customer Support. 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 in the App and on the Website.

21. Fees

We will not charge you any fees for the initial issuance or use of the Card. However, certain third-party fees may apply as further described below. We will not charge you a fee to use your Card at any ATM owned by us (currently ATMs pertaining to the Interlink, Pulse and Plus networks), however, operators of other ATMs and cash dispensing devices, their networks, and merchants may charge you a fee. Note that you may also be charged a fee for a balance inquiry even if you do not complete a fund transfer. We are not responsible for any such fee and they will be deducted from the balance of the Card, along with the withdrawal or transaction amount. In addition, we remind you that the Card and the related services described herein are made available exclusively to the customers of Majority USA, LLC and that the services provided by that company are subject to the subscription fee as set out in the Majority Terms of Services.

22. 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.

23. Confidentiality

We may disclose information to third parties about you, 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 our Privacy Policy, available at https://www.suttonbank.com/_/kcms-doc/85/49033/WK-Privacy-Disclosure-1218.pdf for further details. You hereby agree to our collection, use and sharing of information about you and the Card as provided in our Privacy Policy, which is made a part of this

Agreement. This Privacy Policy also tells how you can (i) limit the ways we share, or (ii) request corrections to the information we maintain about you.

24. Our Liability for Failure to Complete Transactions

If we do not properly complete a transaction from your Card on time or in the correct amount according to our Agreement with you, we may 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, when you initiated the transaction, an electronic terminal, the system, ATM, or point-of-sale terminal was not operating correctly, and you knew about the problem when you initiated the transaction;
- (5) If access to your Card has been blocked after you reported your Card lost or stolen;
- (6) If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- (7) If we have reason to believe the requested transaction is unauthorized;
- (8) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- (9) For any other exception stated in our Agreement with you or by applicable law.

25. Lost or stolen cards/unauthorized transfers

You must contact us at once if you believe your Card or PIN has been lost or stolen, or that someone has transferred or may transfer money from your Card Account (for example by using your Card) without your permission. The fastest and easiest way to minimize your possible losses is to report this/deactivate your Card by using the App, otherwise you may always contact us via our Customer Service by phone +1 (855) 553 3388.

Upon notification to us that your Card may have been lost or stolen or there may be unauthorized transactions from your Card Account we will cancel your Card (both your Virtual and Plastic Card) and close your Card Account. Upon your request, we will issue you a replacement Card. In connection to these actions, we may need certain information from you, such as your full name, Card number and transaction history details.

Transactions Routed through the Visa System: Visa Zero Liability Protection. Under Visa U.S.A. Inc. Operating Regulations, your liability for unauthorized transactions using your Card Account that take place on the Visa system without a PIN is \$0.00 if you are not grossly negligent or fraudulent in the handling of your Card. This reduced liability does not apply to PIN transactions not processed by Visa or ATM cash withdrawals (see Transactions Not Routed Through the Visa System below).

Transactions Not Routed Through the Visa System: Unauthorized transactions that are not routed through Visa are not protected by the Visa Zero Liability Protection policy. These types of transactions include (i) ATM transactions, and (ii) point of sale, PIN, PINless, automated clearing house, or other debit transactions not processed by Visa.

Also, if you become aware of and/or your statement or electronic history shows transactions that you did not make or authorize, notify us at once following the procedures stated in the paragraph labeled "Your Right to Dispute Errors". If you do not notify us in writing within sixty (60) days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any value you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time and you are grossly negligent or fraudulent in the handling of your Card. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

26. Assignment; Applicable Law; Severability

Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your 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. This Agreement will be governed by the laws of the State of Ohio except to the extent governed by federal law, without regard to any conflicts of law provisions that provide for the application of the law of another jurisdiction.

27. Amendment, Suspension and Cancellation

We reserve the right, at any time in our sole discretion without providing notice to you, to change, delete or add to this Agreement and to apply any such modification to a Card, to any available balance on the Card Account or otherwise to the legal relationship between you and us. We may, subject to applicable law, deliver to you any notice of such modification to the Agreement by way of publishing an updated version of this Agreement within the App and on the Website or by delivering notice of the modifications to you electronically. It is your responsibility to check the Agreement periodically for changes. You hereby agree to accept all legally required notices by electronic means including publications made within the App or on the Website. If you use your Card after such notice or modification is provided, you are agreeing to the change. If we decide not to enforce our rights or charge a fee in one situation, we are not giving up our right to enforce it or to charge the fee in a later situation.

If you want to cancel the Card, the Card Account and this Agreement please contact Customer Service. Upon aforesaid cancellation, we will continue to honor transactions you have made up until your the cancellation is processed in accordance with this Agreement, which may take up to forty-five (45) days following your cancellation, during which regular fees will apply (if any). The Cancellation will not affect any of our rights or your obligations arising under this Agreement before the Card was cancelled. To the extent permitted by applicable law, we may cancel or suspend your Card, your Card Account, or this Agreement immediately, for any reason, and without notice to you. We remind you that the offering and provision of the Card and the related services set out in this Agreement are conditioned

upon that you are an existing customer of Majority USA, LLC and permitted by Majority USA, LLC or otherwise eligible to acquire services under the *Majority Terms of Service*.

Any funds remaining on the Card after cancellation will be sent to you upon request via a refund check to the mailing address we have in our records. There is no fee for this service. The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00. Any request for a return of funds shall be processed within a reasonable period of time after your request.

28. Overpayment

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

29. Your Right to Dispute Errors

In case of errors or questions about your electronic transactions or Card Account, contact us as soon as you can 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. You will need to tell us:

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

When you notify us about an error we may require that you complete our error/dispute form which you need to complete in writing and provide to us within the (10) business days. If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days to our Customer Service at the address provided below.

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 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 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.

For errors involving new Cards, POS transactions, or foreign-initiated transactions, we may take up to ninety (90) days to investigate your complaint or question.

We will tell you the results within three (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting Customer Service. If you need more information about our error-resolution procedures, please contact Customer Service.

30. 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 or Card Account, including the available balance of funds associated with your Card. Please notify us at Customer Service if you have any problems

using your Card. You agree that the Issuer, Majority USA, LLC, and their respective affiliates, employees, or agents are not responsible for any interruption of service.

31. App and Website Availability

Although considerable effort is expended to make the App and 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, App or 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 App and 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 systems and integrity of the App and Website.

We shall not bear any liability, whatsoever, for any damage or interruptions caused by any “*computer viruses*” that may affect your computer or other equipment. We advise the regular use of a reputable and readily available virus screening and prevention software.

32. English Language Controls

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

33. Customer Service

For customer service or additional information regarding your Card, please visit the help and support sections available in the App or on the Website (<https://www.majority.com>) or contact Customer Service by phone.

Customer Service Number: +1 (855) 553 3388

Customer Service agents are available to answer your calls Monday-Friday from 8am to 6pm and Saturday 10am to 4pm USA Central Time. For reporting (and deactivating) a lost or stolen Card you can dial the Customer Service Number twenty-four (24) hours a day, seven (7) days a week. Reporting (and deactivating) a lost or stolen Card can also be made via the App.

34. Telephone Monitoring/Recording

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

35. 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.

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 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.

38. 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 acquisition 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 confidential 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 37 ("*Arbitration*"), "*We*" or "*Us*" shall mean the Issuer, and its respective successors, affiliates or assignees as well as Majority USA, LLC or any other 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 CONTACT CUSTOMER SERVICE TO CANCEL YOUR CARD AND TO REQUEST A REFUND.

This card is issued by Sutton Bank, Member FDIC, pursuant to a license from Visa U.S.A. Inc.

This Agreement is effective 10 October 2019.