

## **Demand Deposit Account Agreement**

Account agreement / terms and conditions

July 31, 2024

### **IMPORTANT – PLEASE READ CAREFULLY:**

**THIS DEMAND DEPOSIT ACCOUNT AGREEMENT CONTAINS AN ARBITRATION CLAUSE (“ARBITRATION PROVISION”) REQUIRING ALL CLAIMS TO BE RESOLVED THROUGH BINDING ARBITRATION AND WAIVING YOUR ABILITY TO PARTICIPATE IN CLASS ACTION LAWSUITS OR ARBITRATIONS. YOU MAY REJECT THE ARBITRATION PROVISION BY SENDING US WRITTEN NOTICE WITHIN 45 DAYS AFTER YOU FIRST USE YOUR CASH ACCOUNT OR CARD.**

**AS A CONDITION OF THE DEPOSIT ACCOUNT(S) (DEFINED BELOW), YOU MUST CONSENT TO AND HAVE THE ABILITY TO RECEIVE ELECTRONIC COMMUNICATIONS AND DISCLOSURES. IF YOU WITHDRAW THAT CONSENT AT ANY TIME, WE WILL CLOSE YOUR DEPOSIT ACCOUNTS AND SEND YOU YOUR REMAINING BALANCE AFTER ANY PENDING TRANSACTIONS HAVE CLEARED.**

### **Customer service contact information:**

Address: Percapita Group, Inc., 169 Madison Ave #2309, New York, NY 10016

Website: [www.percapita.com](http://www.percapita.com)

Toll-Free Customer Service Number: (888) 302-5055

## **1. AGREEMENT**

This Demand Deposit Account Agreement (“**Account Agreement**”), which includes the Fee Schedule set forth below, together with any amendments or additional disclosures we may provide to you, is a contract between you, as the accountholder, and Sutton Bank, an FDIC-insured bank chartered under the laws of the state of Ohio (“**Sutton Bank**” or “**Bank**,” also referred to as “**we**”, “**our**” or “**us**”) and contains the terms and conditions governing your FDIC-insured primary deposit account (“**Cash Account**”), associated debit card (“**Card**”), and any optional FDIC-insured companion accounts (the “**Needs Account**” and the “**Goals Account**”). We refer to each of the Cash Account, Needs Account, and Goals Account as a “**Deposit Account**” and to any two or more of those accounts, collectively, as a “**Deposit Account**”. The words “you” and “your” refer to each individual opening any Deposit Account. Sutton Bank is not affiliated with Percapita Group, Inc (“**Percapita**”). Percapita has been appointed by Bank to act as our agent for purposes of marketing, administering, and servicing the products offered under this Account Agreement, as described in Section 3.

In the event that any provision of this Account Agreement is found to be unenforceable according to its terms, all remaining provisions will continue in full force and effect. Similarly, in the event that any product or the performance of any service provided herein in accordance with the terms contained in this Account Agreement would result in a violation of any statute, regulation, or

government policy to which we are subject, and which governs or affects the products, services, or transactions contemplated in this Account Agreement, including, but not limited to, the Uniform Commercial Code, then the terms and conditions of this Account Agreement shall be deemed amended to the extent necessary to comply with such statute, regulation, or policy, and we shall incur no liability to you as a result of such violation or amendment. No course of dealing between you and us will constitute a modification of the terms or conditions contained in this Account Agreement or constitute an agreement between you and us regardless of whatever practices and procedures we or you may use.

BY CLICKING “ACCEPT” OR USING ANY DEPOSIT ACCOUNT IN ANY WAY, INCLUDING BY USING A CARD, YOU ACKNOWLEDGE AND AGREE THAT YOU HAVE READ, UNDERSTAND, AND AGREE TO BE BOUND BY THIS ACCOUNT AGREEMENT AND OUR PRIVACY POLICY. PLEASE VISIT OUR WEBSITE TO VIEW, PRINT, AND SAVE THIS ACCOUNT AGREEMENT AND OUR PRIVACY POLICY. IF YOU DO NOT AGREE TO BE BOUND BY THIS ACCOUNT AGREEMENT, DO NOT USE THE CASH ACCOUNT OR ANY OTHER DEPOSIT ACCOUNT.

The headings used throughout this Account Agreement are provided solely for your convenience, and do not define or modify the meaning of any term. Please keep a copy of this Account Agreement for future reference.

This Account Agreement is effective as of the date you activate your card or use the Account in any way.

## **2. ELECTRONIC COMMUNICATIONS**

Your Deposit Account(s) and related features are only accessible through electronic communications. By accepting this Account Agreement and opening or using a Deposit Account, you agree (i) to the terms and conditions of our Consent to Use of Electronic Records and Signatures, (“**Esign Consent**”) found here: [\[https://www.percapita.com/esign\]](https://www.percapita.com/esign); (ii) you have read and understand the Esign Consent; (iii) that you have the necessary hardware and software to receive communications electronically; (iv) that you wish to enter into this Account Agreement electronically; (v) you understand all Communications (as that term is defined in the Esign Consent) provided to you in electronic form are deemed to have been provided in written form; and (vi) agree that your consent will remain in effect until it is withdrawn.

## **3. PERCAPITA AS PROGRAM MANAGER**

Percapita Group, Inc. (“**Percapita**”) **is not a bank** and each of your Deposit Accounts is established and maintained exclusively by Bank. Percapita is a non-bank financial technology company that acts as our program manager and service provider in connection with your Cash Account. In that role, Percapita provides certain technology services, including providing access to your Deposit Accounts Account through Percapita’s website (“**Web App**”) and mobile app (“**Mobile App**”), (together the Web App and Mobile App are hereinafter collectively referred to as the “**App**”). Using the App, you can manage your Deposit Accounts and perform other Deposit Account-related transactions and activities. Please read the Percapita Terms of Use linked here [\[https://www.percapita.com/termsfuse\]](https://www.percapita.com/termsfuse) for separate terms and conditions

governing access to and use of the App. **Percapita does not hold your Deposit Accounts, and does not issue your Card. Percapita does not hold any of your deposits.**

#### **4. DEFINITIONS**

Below are some other important terms used in this Account Agreement:

**“ACH” or “Automated Clearing House”** means the automated clearing house network.

**“ATM”** means an automated teller machine at which funds can be withdrawn, account balance information can be viewed, and other permitted banking transactions can be performed.

**“Bill Pay” or “Bill Pay Service(s)”** means the bill payment service offered by a third party and available through the App that allows you to pay third parties electronically or by check, as further explained in Section 16 (B).

**“Business Day(s)”** means Monday through Friday except federal holidays on which the Cleveland Federal Reserve Bank is closed for business.

**“Card PIN” or “PIN”** means the personal identification number that you assign to your Card using the App and/or by calling (800) 992-3808.

**“Card Network”** means the payment card network brand under which is your Card issued.

**“Check”** means a negotiable instrument directing a bank to pay a specific sum of money to the named recipient upon demand.

**“Direct Deposit(s)”** means a deposit(s) made to your Deposit Account through the ACH network.

**“External Account Transfer”** means the service offered by a third party and available through the App that allows you to move money between your Cash Account and a bank account or debit card you own at a different financial institution. Please see the Percapita Terms of Use for further information.

**“Mobile Check Capture”** means the service offered by third party and available through the Mobile App that allows you to add money from checks directly to your Cash Account. Please see the Percapita Terms of Use for further information.

#### **5. FEE SCHEDULE**

All fee amounts set forth in Table I below will be withdrawn from your Cash Account and will be assessed as long as there is a balance remaining in your Cash Account, except where prohibited by law. Any time your remaining balance is less than the fee amount being assessed, the balance of your Cash Account will be applied to the fee amount resulting in a zero balance on your Cash Account. Unless the status of your Cash Account is dormant or inactive, fees that accrue while your account has a zero balance will be deducted from the next deposit/transfer.

**Table I**

<b>Fee</b>	<b>Amount</b>	<b>Details</b>
<b>Monthly Fee</b>	<b>\$0.00</b>	<p>There is no monthly fee for the Cash Account.</p> <p>There is no monthly fee associated with the Needs Account or Goals Account features.</p>
<b>ATM Withdrawal Fee</b> <b>(In Network)</b>	<b>\$0.00</b>	<p><b>“In-Network”</b> refers to all ATMs in either the MoneyPass or Visa Plus Alliance networks. Find an In-Network ATM using the App.</p> <p>The owners of ATMs in Per capita’s network also do not charge you fees to use these ATMs.</p>
<b>ATM Withdrawal Fee</b> <b>(Out- of- Network)</b>	<b>\$2.50</b>	<p><b>“Out-of-Network”</b> means an ATM that does not participate in either the MoneyPass or Visa Plus Alliance networks.</p> <p>There is a fee of \$2.50 per withdrawal for using an out-of-network ATM, in addition to any fees charged by the ATM operator.</p>
<b>ATM Balance Inquiry</b>	<b>\$0.00</b>	We do not charge a fee for balance inquiries at In- or Out-of-Network ATMs, but the owner of any Out-of-Network ATM may charge a fee at its discretion.
<b>Overdraft Fee</b>	<b>\$0.00</b>	We do not charge a fee if the Cash Account has a negative balance or if a transaction you would conduct would create a negative balance or is made when your Cash Account already has a negative balance.
<b>Foreign Transaction Fee</b>	<b>1%</b>	<p>Assessed on each Card purchase transaction or cash withdrawal conducted outside the United States.</p> <p>This equals the fee from Visa for international transactions.</p>

<b>Fee</b>	<b>Amount</b>	<b>Details</b>
<b>Stop Payment</b>	<b>\$15.00</b>	This fee is charged if you request to stop payment on a check that has been mailed for bill payment or ACH debit transaction.
<b>Replacement Card Standard Shipping</b>	<b>\$0.00</b>	Assessed to process and mail requested replacement Card via standard mail service. Delivery may take 5 to 7 days.
<b>Replacement Card Expedited Shipping</b>	<b>\$20.00</b>	Assessed to process and mail requested replacement Card via overnight courier service.  This equals the fee from the card production vendor.

The following fees set forth in Table II will be disclosed at the time of the transaction and will be paid as part of the transaction flow. See Percapita Terms of Use for governing terms and conditions. The transactions described in this Table II are available only with your Cash Account.

**Table II**

<b>Fee</b>	<b>Amount</b>	<b>Details</b>
<b>Mobile Check Capture</b>	<p>Money in 10 Days: <b>\$0.00</b></p> <p>Money in Minutes: \$0.00 for payroll or government checks with preprinted signatures; 5% of the check amount for other check types; with a minimum fee of \$5.00 per transaction.</p>	This fee, charged by a third party, is deducted from the approved check amount that will be credited to your Cash Account.

## 6. ACCOUNT OPENING

### A. Eligibility

Each Deposit Account is available to (i) citizens or legal permanent residents of the fifty (50) United States or the District of Columbia (collectively, the “**United States**”); (ii) who are at least sixteen (16) years of age with a valid social security number or individual tax identification number; and (iii) who provide us with a United States residential address (not a P.O. Box). If you are under eighteen (18), you are required to have a joint account holder who is at least eighteen (18) years of age.

### B. Important Information About Opening A Cash Account

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an account.

What this means for you:

When you open a Cash Account, we will ask for your name, address, date of birth, taxpayer identification number, and other information that will allow us to identify you. We may also ask to see your government issued ID or other identifying documents. We may also request additional identifying information and documentation from time to time in connection with your access to certain Cash Account features, functionality, or services. After your Cash Account is opened, we may ask again to see a copy of your government issued ID or other identifying documents if we deem it necessary to verify your identity, address, or transactions on your Cash Account. If we ask for specific identifying documents, we will have the right to immediately close or suspend your Cash Account if those specific documents are not provided.

### C. Needs Accounts and Goals Accounts

The Needs Account and the Goals Account are available only to persons who have a Cash Account in good standing. If you have a Cash Account in good standing, you may use the App to request either a Needs Account or a Goals Account, or both. After you are approved for a Needs Account or Goals Account as you have requested, you may access and use the Needs Account and Goals Account and their related features through the App. The Needs Account and Goals Account are subject to all terms and conditions of this Agreement, except those terms and conditions that specifically apply only to the Cash Account.

#### (i) The Needs Account

The Needs Account is a companion account for your Cash Account that you can use to set aside funds for short-term use. **Funds associated with a Needs Account do not bear interest The Needs Account is not linked to your Card, and funds associated with your Needs Account are not available for POS purchases or ATM withdrawals.**

#### (ii) The Goals Account

The Goals Account is a companion account for your Cash Account that you can use to set aside funds for longer-term use. **Funds associated with a Goals Account do not bear interest. The Goals Account is not linked to your Card, and funds associated with your Goals Account are not available for POS purchases or ATM withdrawals.**

(iii) **Deposits to Needs Account and Goals Account**

Direct Deposits can be made to your Needs Account or Goals Account.

(iv) **Transfers Between Deposit Accounts**

You also can transfer funds between your Cash Account, your Needs Account, or Goals Account using the App. For other transaction capabilities and limits, see Sections 9 and 16.

(v) **Needs and Goals Envelopes**

The Envelope features allow you to visually segment and categorize the balance of your Needs Account and Goals Account. Envelopes do not represent individual accounts or companion accounts. The sum of your Needs or Goals Envelopes is equal to the aggregate balance in your Needs or Goals Account (including all Envelopes of those Deposit Accounts), respectively. Your Needs and/or Goals Account statements will reflect transaction activity in and out of the Needs and/or Goals Account. It will not reflect any movement of money between Envelopes, which will be available only through the App.

## **7. ADDRESS AND NAME CHANGES**

You are responsible for notifying us of any change in your name, residence, phone number, physical or 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 accept no responsibility for your failure or delay in receiving email messages. If you make your email account available to any other individual, you accept responsibility for any release of your Deposit Account information to that individual.

## **8. ACCOUNT OWNERSHIP AND USE**

### **A. Deposit Account Ownership**

The following provisions apply to your account depending on the form of ownership designation specified on our account records. We make no representations as to the appropriateness or effect of the ownership designations, except as they determine to whom we pay the account funds. Deposit Accounts may be owned individually or jointly. Whichever ownership election you make with respect to your Cash Account will apply to your Needs Account and Goals Account as well.

If you are an individual owner, you agree that your Deposit Account is owned solely by you, in your personal capacity, and not jointly or co-owned, or as trustee or custodian for anyone else. By accepting this Account Agreement, you agree and acknowledge that you do not have the ability to designate any beneficiaries, including in the event of your death. This means that if you die the funds in your Deposit Accounts will become part of your estate, and ownership of your funds will not transfer by operation of this Account Agreement. You further agree that to the fullest extent permitted by applicable law, you, or your estate in the event you die, will be liable for our legal expenses and other costs relating to any disputes regarding the ownership of your Deposit Account, which we may deduct from your Deposit Account without notice to you or estate, as applicable.

Deposit Accounts may have up to two owners. If the account has more than one owner, then the account is a joint account. Each person whose name appears on the Deposit Account is a co-owner of the Deposit Account, regardless of whose money is deposited in the Deposit Account. Each co-owner acts as the agent of the other co-owner. Each co-owner authorizes the other co-owner to operate the Deposit Account without the consent or approval of the other co-owner. We may act and rely on the instructions of one co-owner without liability to the other co-owner. As examples, one co-owner may, without the consent or approval of the others:

- Deposit funds and withdraw or transfer part of or all of the funds in the Deposit Account;
- Obtain a debit card;
- Obtain information about the Deposit Account, including transactions conducted by other co-owners; and/or
- Close the account.

#### **B. Personal Use**

Your Deposit Accounts are intended solely for personal use, and you agree not to use them for any business purpose.

### **9. DEPOSITING FUNDS TO YOUR DEPOSIT ACCOUNTS**

**A.** You may add funds to your Cash Account in the following ways and no other:

<b>Transaction Type</b>	<b>Frequency and/or Dollar Amount Limit</b>
Direct Deposits or ACH transfers initiated from an outside financial institution.*	No maximum dollar limit No frequency limit
External Account Transfers initiated via the App (inbound ACH transfer from your external bank account).	\$500 initial transaction using account credentials and \$10,000 per transaction thereafter \$10,000 per day, \$10,000 per week, \$15,000 per rolling 15 days, and \$25,000 per month



<b>Transaction Type</b>	<b>Frequency and/or Dollar Amount Limit</b>
External Account Transfers initiated via the App (inbound transfer from your external debit card).	\$500 initial transaction using card credentials and \$1,000 per transaction thereafter \$1,000 per day, \$5,000 per week, \$10,000 per rolling 15 days, and \$15,000 per month
Mobile Check Capture initiated via the App. This service is provided by a third party; see Percapita Terms of Use for governing terms and conditions.	\$5,000 per check, \$5,000 per day, and \$10,000 per month No frequency limit
Transfers from Your Needs Account or Goals Account to the Cash Account as described in Section 6. C(iv)	No maximum dollar limit No frequency limit
Peer-to-Peer Transfers* from outside the Percapita App that credit your Card.	\$2,500 per transaction \$17,500 per week

\*Third party money transfer services used to deposit or transfer funds to your Cash Account may impose their own fees, and per transaction, daily, weekly or monthly limits on the frequency or amount of funds you may deposit or transfer to the Cash Account.

- B.** You may add funds to your Needs Account or Goals Account in the following ways and no other:

<b>Transaction Type</b>	<b>Frequency and/or Dollar Amount Limit</b>
Direct Deposits or ACH transfers initiated from an outside financial institution.*	No maximum dollar limit No frequency limit
Automatic Penny Jar deposits as described in Section 6.D	No maximum dollar limit No frequency limit
Transfers from Cash Account to Needs Account or Goals Account as described in Section 6.C(iv)	No maximum dollar limit No frequency limit
Transfers from Needs Account to Goals Account or vice versa as described in Section 6.C(iv)	No maximum dollar limit No frequency limit

\*Third party money transfer services used to deposit or transfer funds to your Needs Account or Goals Account may impose their own fees, and per transaction, daily, weekly

or monthly limits on the frequency or amount of funds you may deposit or transfer to the Needs Account or Goals Account.

### **C. Mobile Check Capture**

You may use the Mobile Check Capture feature on the Mobile App to cash checks drawn on other banks and deposit the funds to your Cash Account. Please refer to Percapita Terms of Use for additional information on enabling this feature in the Mobile App. You cannot make such deposits at an ATM.

### **D. Penny Jar Terms**

You are eligible to enroll in the Penny Jar feature (“**Penny Jar**”). Penny Jar rounds up each Card purchase transaction you make to the nearest dollar and deposits the difference between the actual transaction value and the value rounded up to the nearest dollar into your companion Needs Account or Goals Account (as you have selected using the App). This is an optional program which requires you to opt-in if you wish to participate. By enrolling in Penny Jar, you agree to be bound to the terms in this Section (“**Penny Jar Terms**”). For any questions regarding these Penny Jar Terms or use of the Penny Jar feature, you may chat with us in the App, email us at [customerservice@percapita.com](mailto:customerservice@percapita.com), or call us at (888) 302-5055.

- (i) **Qualifications.** In order to qualify and enroll in the Penny Jar feature, you must have a companion Needs Account or Goals Account.
- (ii) **Using Penny Jar.** The round-ups from your Card purchases are accumulated and transferred the next processing day from your Cash Account to your Needs Account or Goals Account, as you have selected using the App. The total transfer will be displayed as a single transfer credit transaction on your savings statement and a single transfer debit transaction on your Cash Account statement. There is no minimum or maximum for the transfer amount. If the available balance of the Cash Account is greater than \$0.00, but it is not sufficient to cover the calculated round-up amount, only the remaining amount available balance will be transferred, taking the Cash Account available balance to \$0.00. If the available balance is less than or equal to \$0.00, a round-up transfer will not occur.
- (iii) **Cancellation of Penny Jar.** You may cancel your enrollment in Penny Jar at any time within the Penny Jar section of the App.

### **E. Other Deposits**

All deposits to your Cash Account must be made using the methods for making deposits described above. See the Table in Section 9.B regarding deposits to your Needs Account and Goals Account.

We will not accept any checks, money orders, inbound wire transfers, or cash mailed or otherwise delivered to us, including if delivered to us in person at a Sutton Bank retail office. You agree that we are not responsible for intended deposits that are not submitted in accordance with this Account Agreement. We reserve the right to reject any deposit for any reason, including due to possible

fraud or other suspicious activity. Please consult the **Fee Schedule** to determine what fees will apply before making a deposit. The amount of fees, if any, may vary depending on the type of deposit you make.

## **10. OTHER DEPOSIT AND WITHDRAWAL TERMS**

**A. Preauthorized Credits (Direct Deposits).** If you have arranged to have direct deposits made to your Deposit Account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send the Bank money or you can call Percapita at (888) 302-5055 to find out whether or not the deposit has been made.

### **B. Preauthorized Payments.**

**Right to stop payment and procedure for doing so.** If you have told the Bank, Percapita or a third party to make regular payments out of your Deposit Account, you can stop any of these payments. Here's how:

Call Percapita at: (888) 302-5055, or write Percapita at: 169 Madison Ave., #2309, New York, NY 10016, in time for Percapita to receive your request 3 business days or more before the payment is scheduled to be made. If you call, Percapita may also require you to put your request in writing and get it to us within 14 days after you call.

**Notice of varying amounts.** If these regular payments may vary in amount, the person you are going to pay will tell you, 10 days before each payment, when it will be made and how much it will be. (You may choose instead to get this notice only when the payment would differ by more than a certain amount from the previous payment, or when the amount would fall outside certain limits that you set.)

**D. Liability for failure to stop payment of preauthorized transfer.** If you order Percapita to stop one of these payments 3 business days or more before the transfer is scheduled, and neither Percapita, nor the Bank does so, Percapita or the Bank will be liable for your losses or damages.

## **11. FDIC Insurance**

The funds in your Deposit Accounts are held in a pooled account at the Bank. Those funds are eligible for FDIC insurance up to \$250,000 (in the aggregate for all of your Deposit Accounts) on a pass-through basis and do not pay any interest. The availability of FDIC insurance is contingent upon Percapita maintaining accurate records and determinations of the FDIC as receiver at the time of a receivership if Bank should fail. Such coverage is subject to aggregation of all of your deposits held at Bank.

For further information about deposit insurance 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).

## **12. FUNDS AVAILABILITY**

Funds deposited in any of the ways described in Section 9 will generally be available for use on the Business Day we receive the deposit; provided, however, that we reserve the right to delay the availability of Direct Deposits in order to verify the external account from which the deposit is being sent or to collect payment of the funds. In addition, we will only provide provisional credit until collection is final for any deposit and may reverse a deposit (see Section 14 below), even if you have already spent the funds.

## **13. NOTICE OF DEPOSITS**

You will receive notice that a deposit has been credited on your next Cash Account statement. You may also see whether a deposit has been credited by checking your Cash Account balance using the App.

## **14. SUBSEQUENT REVERSALS OF DEPOSITS**

If you make a deposit and the paying bank either fails to make payment or subsequently requests a return of the funds, including due to fraud, mistake, insufficient funds, or any other reason, we may subtract the funds from your Deposit Account even if you have already spent them. You agree to reimburse us the amount of any and all reversed or returned deposits by deducting the applicable funds from your Deposit Account. You further agree that we are not responsible for any adverse consequences you may suffer as the result of deposits being reversed or returned as described in this paragraph.

## **15. OVERDRAFTS**

### **A. General**

Unless you are eligible for and have enrolled in Cash Cushion (see below), you are not permitted to overdraw your Deposit Account and we may close your Deposit Accounts at our sole discretion if your Deposit Account becomes overdrawn for any reason or in any amount. This means that you are not permitted to create a negative Cash Account balance, including by overspending using your Card. It is your responsibility to know whether you have sufficient available funds in your Cash Account before using your Card or authorizing a debit, including a recurring debit. If a transaction exceeds your Cash Account balance and causes your Cash Account to be overdrawn, including because the retailer or merchant does not request authorization for a Card transaction or your available Cash Account balance is insufficient to cover a preauthorized debit, you will be liable to us for the amount of that transaction. Your Cash Account may also become overdrawn if a deposit is reversed. The amount of any overdrafts will be deducted from your Cash Account as soon as funds are available, including as a result of any deposits or transfers made to your account. If you fail to promptly add funds to your Cash Account to pay for any overdrafts, then to the fullest extent allowed by applicable law, you will be responsible for our reasonable costs incurred in collecting all amounts owed by you under this Account Agreement, including our reasonable attorney fees and costs. You will retain access to your Cash Account while it is in overdrawn status, however, your use may be limited until you have restored your Cash Account to a positive balance.

### **B. Cash Cushion Terms**

You are eligible to enroll in the Cash Cushion, an optional program which requires you to opt-in if you wish to participate. By enrolling in Cash Cushion, you agree to be bound to the terms in this Section (“**Cash Cushion Terms**”). For any questions regarding these Cash Cushion Terms or use of the Cash Cushion feature, you may contact Customer Service using the chat feature in the App, by emailing [customerservice@percapita.com](mailto:customerservice@percapita.com) or by calling (888) 302-5055.

- (i) **Cash Cushion Program.** Cash Cushion is an optional service that provides you a limited ability to overdraw your Cash Account solely in connection with certain eligible Card transactions, subject to these Cash Cushion Terms. “**Eligible Transactions**” include only purchases made with your Card or via the Bill Pay Service, and do not include ATM transactions, peer to peer payments, ACH payments, lines of credit, or External Account Transfers. Enrolling in Cash Cushion does not require a check of your credit score.
- (ii) **Qualifications.** In order to qualify and enroll in the Cash Cushion feature, you must:
  - Have maintained your Cash Account in good standing for at least 60 days;
  - Have an activated Card;
  - Have received a Direct Deposit into your Cash Account within the last 30 days.

We may add to or adjust these requirements at our discretion. We may suspend or terminate your use of Cash Cushion if you fail to fulfill any of these qualification requirements before, during, or after enrollment. We may also terminate your access to Cash Cushion if you are in violation of any of the terms of Percapita’s Terms of Use. Any termination or suspension of your access to Cash Cushion may continue until you cure the disqualification or violation, or we may terminate your access indefinitely. If your enrollment is terminated, we will not approve any further transactions for Cash Cushion until you meet the qualifications and re-enroll in Cash Cushion.

- (iii) **Your Cash Cushion Limit.** Your ability to overdraw your Cash Account and have a negative balance is restricted to the amount for which you qualify (the “**Limit**”), which is determined by us in our sole discretion. We may adjust your Limit from time to time at our sole discretion, subject to any restrictions required by law. Any changes we make to your Limit will be communicated to you by email and within the App (“**Notifications**”). You can find your current Limit at any time by logging into the App. Any attempt to conduct a transaction that would otherwise qualify as an Eligible Transaction will be restricted to the amount of your Limit that is available.

If you do not want to access your available Limit in full, you may decrease your Limit voluntarily by using the “Selected Limit” feature in the App.

- (iv) **Using Cash Cushion.** If you use the Cash Cushion feature, your Cash Account balance will remain negative until the balance is brought to a positive or \$0 balance through a deposit. By using Cash Cushion, you authorize us to apply any deposit to your Cash Account to cure any negative balance. Each time you conduct an Eligible Transaction that accesses the Cash Cushion, you will receive Notification that we approved the transaction, including the amount of the Eligible Transaction and the updated Limit you have remaining. We do not charge any additional interest or fees for using Cash Cushion. If a negative balance is not repaid within fifteen (15) days of the first Eligible Transaction that caused the negative balance, we may terminate your access to the Cash Cushion feature. If your negative balance remains for sixty (60) days, your Cash Account and any associated products may be closed permanently.
- (v) **Our Rights to Repayment.** You hereby authorize us to take funds due to us to cure any negative balance under the Cash Cushion program. If we are unable to cure the negative balance from your Cash Account, you may be prohibited from obtaining another product from us or our third party. We will not place the amount advanced as a debt with or sell it to a third party or report any failure to repay to a consumer reporting agency if the advance is not repaid on the scheduled date. However, we may engage in debt collection activities. Neither Bank nor Per capita will furnish information about your use of the Cash Cushion to credit reporting agencies. However, we may exercise other legal options available to us in order to collect the money you owe us.
- (vi) **Cancellation of Cash Cushion.** You may cancel your enrollment in Cash Cushion at any time. To do so, please contact Customer Service through the chat feature in the App or call 1-888-302-5055. If you cancel your enrollment in Cash Cushion, we will not approve otherwise Eligible Transactions that would cause you to overdraw your Cash Account. Cancelling your enrollment in Cash Cushion does not impact your obligation to repay any negative balance in your Cash Account and you agree we may continue to exercise our rights to cure any negative balance. If you continue to meet the eligibility criteria, you may re-enroll at any time. We may terminate your access to the Cash Cushion program or suspend or terminate your use of Cash Cushion if you fail to maintain your Cash Account in good standing or for any reason at any time upon notice required by applicable law. This may happen if we find out you are violating these terms of use or the terms of Per capita’s Terms of Use. You agree that Bank and Per capita are not and will not be liable to you or any third party for any costs, fees, or losses associated with the termination of your access to Cash Cushion, including but not limited to, inability to complete a purchase,

insufficient funds fees, late fees, legal fees, third party charges, or any other charges.

## 16. WITHDRAWALS AND OTHER TRANSACTIONS AND LIMITS

### A. General

You may withdraw funds from your Cash Account in the ways described below and no other. Please consult the Fee Schedule for the fees that may apply.

Withdrawal Type	Frequency and/or Dollar Amount Limit
<b>Point-of Sale (POS) Purchase Transactions.</b> You may make POS purchase transactions using your Card.	\$3,000 per day No frequency limit
<b>ATM withdrawals and/or cash back at POS.</b> You may withdraw funds using your Card at ATMs or you may receive cash in connection with a purchase transaction.	\$750 per day No frequency limit
<b>Preauthorized debits.</b> You may use the 10-digit number assigned to your Cash Account to authorize one time or recurring direct debits to be made from your Cash Account by third parties, for example, merchants, internet service providers, or other utility service providers.	No limit up to your available Cash Account balance No frequency limit
<b>Bill Pay.</b> You can pay third parties electronically or by check using the Bill Pay Service, as outlined in Section 16.B. Checks will only be sent by the Bill Pay Service and you cannot obtain separate checks for your use. You acknowledge there is no float period for checks drawn using the Bill Pay Service. When you schedule a bill payment delivery, the funds are withdrawn from your Bill Payment Account prior to initiating the payment transaction. Those funds should be considered spent, regardless of whether your bill payment has been completed.	No limit up to your available Cash Account balance No frequency limit
<b>External Account Transfer.</b> You may initiate transfers from your Cash Account to	\$1,000 per transaction \$1,000 per day

other checking/savings accounts or to another debit or prepaid card you own at other financial institutions via ACH as outlined in 16.C.	\$5,000 per month
<b>Peer-to-Peer Transfers*</b> from outside the Percapita App that debit your Card.	\$5,000 per transaction \$35,000 per week

You may withdraw funds from your Needs Account or Goals Account in the following ways and no other:

<b>Transaction Type</b>	<b>Frequency and/or Dollar Amount Limit</b>
<b>Preauthorized debits.</b> You may use the 10-digit number assigned to your Needs or Goals Account to authorize one time or recurring direct debits to be made from your Needs of Goals Account by third parties, for example, merchants, internet service providers, or other utility service providers.	No maximum dollar limit No frequency limit
<b>Bill Pay.</b> You can pay third parties electronically or by check using the Bill Pay Service, as outlined in Section 16.B. Checks will only be sent by the Bill Pay Service and you cannot obtain separate checks for your use. You acknowledge there is no float period for checks drawn using the Bill Pay Service. When you schedule a bill payment delivery, the funds are withdrawn from your Bill Payment Account prior to initiating the payment transaction. Those funds should be considered spent, regardless of whether your bill payment has been completed.	No limit up to your available Needs Account or Goals Account balance
Transfers from Needs Account or Goals Account to Cash Account or Goals Account as described in Section 6.C(iv)	No maximum dollar limit No frequency limit
Transfers from Needs Account to Goals Account or vice versa as described in Section 6.C(iv)	No maximum dollar limit No frequency limit

## **B. Bill Payment Services Terms and Conditions**

These Bill Payment Services Terms and Conditions (the “**Bill Pay Terms**”) set forth a legal agreement between you, Sutton Bank and Fiserv Solutions, LLC, (“**Bill Pay Provider**”) regarding



your use of the Bill Pay Service available in connection with your Deposit Account and accessible through the App. YOU UNDERSTAND AND ACKNOWLEDGE THAT SUSPENSION OR TERMINATION OF YOUR DEPOSIT ACCOUNT FOR ANY REASON WILL RESULT IN A TEMPORARY OR PERMANENT LOSS OF ACCESS TO THE BILL PAY SERVICES.

To the extent that there is a conflict between the Percapita Terms of Use and these Bill Pay Terms related to your use of the Bill Pay Service, these Bill Pay Terms will prevail.

- (i) **Introduction.** Percapita and Bill Pay Provider reserve the right to deny enrollment in the Bill Pay Service at any time. You hereby represent and warrant on behalf of yourself, and any person or organization for which you act, that you have the authority to conduct and make transactions pertaining to the selected Deposit Account that will be used in conjunction with the Bill Pay Service, (the “Bill Pay Account”), and that all information you provide to Bill Pay Provider is complete, accurate, and current. If Bill Pay Provider is unable to verify you or the information that you provided, or if a review of our information shows that you are not an authorized signer on the selected Bill Pay Account, Bill Pay Provider may take corrective actions including holding payments, cancelling payments, and cancelling your service. YOU MUST COMPLY WITH THE BILL PAYMENT SCHEDULING INSTRUCTIONS OR ASSUME ALL RISK PERTAINING TO FINANCE OR ANY OTHER CHARGES THAT THE MERCHANT OR OTHER PARTY TO BE PAID (A “BILLER”) MIGHT IMPOSE.
- (ii) **Payment Authorization and Payment Remittance.** By providing the Bill Pay Provider with names and account information of Billers to whom you wish to direct payments, you authorize the Bill Pay Provider to follow the Payment Instructions (as defined below) that it receives through the App. In order to process payments more efficiently and effectively, the Bill Pay Provider may edit or alter payment data or data formats in accordance with Biller directives.

When the Bill Pay Provider receives a Payment Instruction, you authorize the Bill Pay Provider to debit your Deposit Account and remit funds on your behalf so that the funds arrive as close as reasonably possible to the Scheduled Payment Date (as defined below) designated by you. You also authorize the Bill Pay Provider to credit your Deposit Account for payments returned to the Bill Pay Provider by the United States Postal Service or Biller.

The Bill Pay Provider will attempt to make all your payments properly. However, the Bill Pay Provider shall incur no liability and any Service Guarantee (as described in Section iv below) shall be void if the Bill Pay Provider is unable to complete any payments initiated by you because of the existence of any one or more of the following circumstances:

- a. If, through no fault of the Bill Pay Provider, your Deposit Account does not contain sufficient funds to complete the transaction or the transaction would exceed the credit limit of your overdraft account;
- b. The payment processing center is not working properly and you know or have been advised by the Bill Pay Provider about the malfunction before you execute the transaction;
- c. You have not provided the Bill Pay Provider with the correct Deposit Account information, or the correct name, address, phone number, or account information for the Biller; and/or,
- d. Circumstances beyond control of the Bill Pay Provider (such as, but not limited to, fire, flood, or interference from an outside force) prevent the proper execution of the transaction and the Bill Pay Provider has taken reasonable precautions to avoid those circumstances.

Provided none of the foregoing exceptions are applicable, if the Bill Pay Provider causes an incorrect amount of funds to be removed from your Deposit Account or causes funds from your Deposit Account to be directed to a Biller which does not comply with your Payment Instructions, the Bill Pay Provider shall be responsible for returning the improperly transferred funds to your Deposit Account, and for directing to the proper Biller any previously misdirected transactions, and, if applicable, for any late payment related charges.

- iii. **Bill Payment Scheduling.** The earliest possible Scheduled Payment Date (as defined below) for each Biller will be designated within the portion of the App through which the Bill Pay Provider is offered when you are scheduling the payment. Therefore, the Bill Pay Provider will not permit you to select a Scheduled Payment Date less than the earliest possible Scheduled Payment Date designated for each Biller. When scheduling payments you must select a Scheduled Payment Date that is no later than the actual Due Date (as defined below) reflected on your Biller statement unless the Due Date falls on a non-Business Day. If the actual Due Date falls on a non-Business Day, you must select a Scheduled Payment Date that is at least one (1) Business Day before the actual Due Date. Scheduled Payment Dates must be prior to any late date or grace period. Depending on the method of payment, your Deposit Account may be debited prior to the Scheduled Payment Date. For example, if the selected method of payment is a draft check drawn on your account, the draft check arrives earlier than the Scheduled Payment Date due to expedited delivery by the postal service, and the Biller immediately deposits the draft check, your Deposit Account may be debited earlier than the Scheduled Payment Date.

- iv. **Bill Pay Guarantee.** Due to circumstances beyond the control of the Bill Pay Provider, particularly with factors outside of Bill Pay Provider's control, including the handling, delivery, and settlement of payments by Billers or the Billers' financial institutions, transactions may settle earlier or later than the date you selected. For example, a payment sent to a Biller via paper check may be deducted from your selected Bill Pay Account earlier than the payment date you selected in the Bill Pay Service. As long as the payment was scheduled in accordance with the guidelines described under "Bill Payment Scheduling" in these Bill Pay Terms, Bill Pay Provider will bear the responsibility for any late payment related charges should a payment post to your selected Bill Pay Account with the Biller after the date you selected, as well as reimburse you for any fees associated with a check payment that settles prior to the date you selected in the Bill Pay Service ("**Guarantee**"). If a mistake is made by the Bill Pay Provider, resulting in a late payment, the Bill Pay Provider may bear the responsibility for your direct losses or damages. You agree that you must contact Percapita and provide Percapita with the information necessary in order for Percapita to review and facilitate reimbursement from the Bill Pay Provider. Certain payments are not covered by this Guarantee (see Sections (viii) and (xxi) below). Bill Pay Provider may modify or discontinue the Guarantee at any time.
- v. **Payment Methods and Amounts.** There are limits on the amount of money you can send or receive through the Bill Pay Service. Your limits may be adjusted from time-to-time in Percapita's sole discretion. For certain Bill Pay Services, you may have the ability to log in to the App to view your individual transaction limits. Percapita or the Bill Pay Provider also reserve the right to select the method in which to remit funds on your behalf through the Bill Pay Service, and in the event that your Deposit Account is closed or otherwise unavailable to Percapita, the method to return funds to you. These payment methods may include, but may not be limited to, an electronic debit or a paper check drawn on the account of the Bill Pay Provider
- vi. **Payment Cancellation Requests.** You may cancel or edit any Scheduled Payment (as defined below), including recurring payments. There is no charge for canceling or editing a Scheduled Payment. Once the Bill Pay Provider has begun processing a payment, it cannot be cancelled or edited. To determine if the payment can be stopped, refer to subpart (vii) below.
- vii. **Stop Payment Requests.** Bill Pay Provider's ability to process a stop payment request will depend on whether the payment is sent electronically or by paper check. Bill Pay Provider may not have a reasonable opportunity to act on any stop payment request after a payment has been processed. If you wish to stop a payment before its payment date, but it no longer appears as a scheduled payment, please call (888) 302-5055 to determine whether such payment can be stopped. Refer to Fee Schedule in Section 5 for any applicable fees.

- viii. **Exception Payments Requests.** Exception Payments (as defined below) may be scheduled through the Bill Pay Provider, however Exception Payments are discouraged and must be scheduled at your own risk. Except as required by applicable law, in no event shall the Bill Pay Provider be liable for any claims or damages resulting from your scheduling of Exception Payments. The Service Guarantee (as described in Section iv above) does not apply to Exception Payments.
- ix. **Bill Delivery and Presentment.** The Bill Pay Service includes a feature that electronically presents you with electronic bills from select Billers. Electronic bills may not be available from all of your Billers. Electronic bills are provided as a convenience only, and you remain solely responsible for contacting your Billers directly if you do not receive their statements. In addition, if you elect to activate one of the Bill Pay Service's electronic bill options, you also agree to the following:
- a. *Presentation of electronic bills* – You will receive electronic bills from a Biller only if both: (a) you have designated it in the Bill Pay Service as one of your Billers, and (b) the Biller has arranged with the Bill Pay Provider to deliver electronic bills. The Bill Pay Provider may then present you with electronic bills from that Biller if either: (1) you affirmatively elect online within the Bill Pay Service to receive electronic bills from the Biller, or (2) the Biller chooses to send you electronic bills on a temporary “trial basis.” In either case, you can elect online within the Bill Pay Service to stop receiving electronic bills from a Biller. Electing to receive electronic bills, automatically receiving trial electronic bills, and declining further elected or trial electronic bills all occur on an individual Biller basis. The Bill Pay Provider does not include an option to prevent ever participating in the automatic trial electronic bill feature. When affirmatively electing to receive electronic bills from a particular Biller, you may be presented with terms from that Biller for your acceptance. Percapita, the Bank and the Bill Pay Provider are not a party to such terms.
  - b. *Paper Copies of electronic bills* – If you start receiving electronic bills from a Biller, the Biller may stop sending you paper or other statements. The ability to receive a paper copy of your statement(s) is at the sole discretion of the Biller. Check with the individual Biller regarding your ability to obtain paper copies of electronic bills on a regular or as-requested basis.
  - c. *Sharing Information with Billers* – You authorize Percapita and the Bill Pay Provider to share identifying personal information about you (such as name, address, telephone number, Biller account number) with companies that you have identified as your Billers and which the Bill Pay Provider has identified as offering electronic bills for purposes of matching your identity on the Bill Pay Provider’s records and the Biller’s records to (a) activate

your affirmative request for electronic bills, and/or (b) confirm your eligibility for “trial basis” electronic bills.

- d. *Information held by the Biller.* Percapita and the Bill Pay Provider are unable to update or change your personal information such as, but not limited to, name, address, phone numbers and email addresses, that is held by the Biller. Any changes will require you to contact the Biller directly. Additionally, it is your responsibility to maintain all usernames and passwords for all electronic Biller sites. You also agree not to use someone else's information to gain unauthorized access to another person's bill. Bill Pay Provider may, at the request of the Biller, provide to the Biller your email address, service address, or other data specifically requested by the Biller for purposes of the Biller matching your identity against its records or informing you about the Biller's services and/or bill information.
- e. *Activation.* Bill Pay Provider will notify the Biller of your request to receive electronic billing information. The presentment of your first electronic bill may vary from Biller to Biller and may take up to sixty (60) days, depending on the billing cycle of each Biller. While your electronic bill feature is being activated it is your responsibility to keep your accounts current. Each electronic Biller reserves the right to accept or deny your request to receive electronic bills.
- f. *Authorization to obtain bill data.* You authorize Bill Pay Provider to obtain bill data from your Billers that you have requested to send you electronic bills, and from your Billers that wish to send you trial electronic bills. For some Billers, you will be asked to provide Bill Pay Provider with your user name and password for that Biller. By providing us with such information, you authorize Bill Pay Provider to use the information to obtain your bill data.
- g. *Notification.* Bill Pay Provider will attempt to present all of your electronic bills promptly. In addition to notification within the Bill Pay Service, Bill Pay Provider may send an e-mail notification to the e-mail address listed for your account. It is your sole responsibility to ensure that this information is accurate. In the event you do not receive notification, it is your responsibility to periodically logon to the Bill Pay Service and check on the delivery of new electronic bills. The time for notification may vary from Biller to Biller. You are responsible for ensuring timely payment of all bills.
- h. *Cancellation of electronic bill notification.* The electronic Biller reserves the right to cancel the presentment of electronic bills at any time. You may cancel electronic bill presentment at any time. The timeframe for cancellation of your electronic bill presentment may vary from Biller to

Biller. It may take up to sixty (60) days, depending on the billing cycle of each Biller. Bill Pay Provider will notify your electronic Biller(s) as to the change in status of your account and it is your sole responsibility to make arrangements for an alternative form of bill delivery. Percapita, the Bank and the Bill Pay Provider will not be responsible for presenting any electronic bills that are already in process at the time of cancellation.

- i. *Non-Delivery of electronic bill(s).* You agree to hold Percapita, the Bank and the Bill Pay Provider harmless should the Biller fail to deliver your statement(s). You are responsible for ensuring timely payment of all bills. Copies of previously delivered bills must be requested from the Biller directly.
- j. *Accuracy and dispute of electronic bill.* Neither Percapita, the Bank, nor the Bill Pay Provider are responsible for the accuracy of your electronic bill(s). Bill Pay Provider is only responsible for presenting the information Bill Pay Provider receives from the Biller. Any discrepancies or disputes regarding the accuracy of your electronic bill summary or detail must be directly addressed and resolved with the Biller by you.

This Agreement does not alter your liability or obligations that currently exist between you and your Billers.

- x. **Disclosure of Account Information to Third Parties.** It is our general policy to treat your account information as confidential. However, we will disclose information to third parties about your account or the transactions you make in the following situations pursuant to our Privacy Policy available here <https://www.suttonbank.com/ /kcms-doc/85/49033/WK-Privacy-Disclosure-1218.pdf>:
  - a. Where it is necessary for completing transactions;
  - b. Where it is necessary for activating additional services;
  - c. In order to verify the existence and condition of your account to a third party, such as a credit bureau or Biller;
  - d. To a consumer reporting agency for research purposes only;
  - e. In order to comply with a governmental agency or court orders; or,
  - f. If you give us your written permission.
- xi. **Service Fees and Additional Charges.** You are responsible for paying all fees associated with your use of the Bill Pay Service. Applicable fees will be disclosed in the user interface for, or elsewhere within, the Bill Pay Service or App. Any

applicable fees will be charged regardless of whether the Bill Pay Service was used, except for fees that are specifically use-based. Use-based fees for the Bill Pay Service will be charged against the Billing Account (as defined below). There may be a charge for additional transactions and other optional services. You agree to pay such charges and authorize the Bill Pay Provider to deduct the calculated amount from your designated Billing Account. Any financial fees associated with your standard deposit accounts will continue to apply. You are responsible for any and all telephone access fees and internet service fees that may be assessed by your telephone and internet service provider. Section xix below regarding *Failed Or Returned Payment Instructions* applies if you do not pay Percapita's fees and charges for the Bill Pay Service, including without limitation if Bill Pay Provider debits the Billing Account for such fees, as described in this Section 16(B), and there are insufficient funds in the Billing Account.

- xii. **Biller Limitations.** Payments to Billers outside of the United States or its territories are prohibited through the Bill Pay Service. Bill Pay Provider reserves the right to refuse to pay any Biller to whom you may direct a payment. As required by applicable law, the Bill Pay Provider will notify you promptly if it decides to refuse to pay a Biller designated by you.
- xiii. **Returned Payments.** In using the Bill Pay Service, you understand that Billers and/or the United States Postal Service may return payments to the Bill Pay Provider for various reasons such as, but not limited to, Biller's forwarding address expired; Biller account number is not valid; Biller is unable to locate account; or Biller account is paid in full. The Bill Pay Provider will attempt to research and correct the returned payment and return it to your Biller, or void the payment and credit your Deposit Account. You may receive notification from the Bill Pay Provider.
- xiv. **Information Authorization.** Your enrollment in the applicable Bill Pay Service may not be fulfilled if the Bill Pay Provider cannot verify your identity or other necessary information. Through your enrollment in or use of the Bill Pay Service, you agree that the Bill Pay Provider reserves the right to request a review of your credit rating at the Bill Pay Provider's own expense through an authorized bureau. In addition, and in accordance with the Bill Pay Provider's Privacy Policy (identified above), you agree that the Bill Pay Provider reserves the right to obtain personal information about you, including without limitation, financial information and transaction history regarding your Deposit Account. You further understand and agree that the Bill Pay Provider reserves the right to use personal information about you for the Bill Pay Provider's, Percapita's or the Bank's everyday business purposes, such as to maintain your ability to access the Bill Pay Service, to authenticate you when you log in, to send you information about the Bill Pay Service, to perform fraud screening, to verify your identity, to determine your transaction limits, to perform collections, to comply with laws, regulations, court orders and lawful instructions from government agencies, to protect the personal

safety of subscribers or the public, to defend claims, to resolve disputes, to troubleshoot problems, to enforce this Agreement, to protect our rights and property, and to customize, measure, and improve the Bill Pay Service and the content and layout of the App. Additionally, the Bill Pay Provider, Percapita and the Bank may use your information for risk management purposes and may use, store and disclose your information acquired in connection with this Agreement as permitted by law, including (without limitation) any use to effect, administer or enforce a transaction or to protect against or prevent actual or potential fraud, unauthorized transactions, claims or other liability. The Bill Pay Provider, Percapita and the Bank shall have the right to retain such data even after termination or expiration of this Agreement for risk management, regulatory compliance, or audit reasons, and as permitted by applicable law for everyday business purposes. In addition, the Bill Pay Provider, Percapita and the Bank may use, store and disclose such information acquired in connection with the Bill Pay Service in statistical form for pattern recognition, modeling, enhancement and improvement, system analysis and to analyze the performance of the Bill Pay Service. The following provisions in this Section apply to certain Bill Pay Services:

- a. *Mobile Subscriber Information.* You authorize your wireless carrier to disclose information about your account, such as subscriber status, payment method and device details, if available, to support identity verification, fraud avoidance and other uses in support of transactions for the duration of your business relationship with Percapita, the Bill Pay Provider and the Bank. This information may also be shared with other companies to support your transactions with us and for identity verification and fraud avoidance purposes.
- b. *Device Data.* Percapita, Bill Pay Provider and the Bank may share certain personal information and device-identifying technical data about you and your devices with third party service providers, who will compare and add device data and fraud data from and about you to a database of similar device and fraud information in order to provide fraud management and prevention services, which include but are not limited to identifying and blocking access to the applicable service or website by devices associated with fraudulent or abusive activity. Such information may be used by Percapita, Bill Pay Provider or the Bank to provide similar fraud management and prevention services for services or websites not provided by Percapita, Bill Pay Provider or the Bank. Neither Percapita, Bill Pay Provider, nor the Bank will share with service providers any information that personally identifies the user of the applicable device.

You agree that the Bill Pay Provider reserves the right to obtain financial information regarding your account from a Biller or your financial institution (for example, to resolve payment posting problems or for verification.



- xv. **Receipts and Transaction History.** You may view your transaction history by logging into the Bill Pay Service and looking at your transaction history. You agree to review your transactions by this method instead of receiving receipts by mail.
- xvi. **Privacy of Others.** If you receive information about another person through the Bill Pay Service, you agree to keep the information confidential and only use it in connection with the Bill Pay Service.
- xvii. **Prohibited Payments.** The following types of payments are prohibited through the Bill Pay Service, and the Bill Pay Provider and Percapita have the right but not the obligation to monitor for, block, cancel and/or reverse such payments:
  - a. Payments to or from persons or entities located in prohibited territories (including any territory outside of the United States);
  - b. Payments that violate any law, statute, ordinance or regulation;
  - c. Payments that violate the Acceptable Use terms of Percapita's Terms of Use;
  - d. Payments related to: (1) tobacco products, (2) prescription drugs and devices; (3) narcotics, steroids, controlled substances or other products that present a risk to consumer safety; (4) drug paraphernalia; (5) ammunition, firearms, or firearm parts or related accessories; (6) weapons or knives regulated under applicable law; (7) goods or services that encourage, promote, facilitate or instruct others to engage in illegal activity; (8) goods or services that are sexually oriented; (9) goods or services that promote hate, violence, racial intolerance, or the financial exploitation of a crime; (10) goods or services that defame, abuse, harass or threaten others; (11) goods or services that include any language or images that are bigoted, hateful, racially offensive, vulgar, obscene, indecent or discourteous; (12) goods or services that advertise, sell to, or solicit others; or (13) goods or services that infringe or violate any copyright, trademark, right of publicity or privacy, or any other proprietary right under the laws of any jurisdiction;
  - e. Payments related to gambling, gaming and/or any other activity with an entry fee and a prize, including, but not limited to, casino games, sports betting, horse or dog racing, lottery tickets, other ventures that facilitate gambling, games of skill (whether or not it is legally defined as a lottery) and sweepstakes;
  - f. Payments relating to transactions that (1) support pyramid or Ponzi schemes, matrix programs, other "get rich quick" schemes or multi-level marketing programs, (2) are associated with purchases of real property, equities, annuities or lottery contracts, lay-away systems, off-shore banking or transactions to finance or refinance debts funded by a credit card, (3) are for the sale of items before the seller has control or possession of the item, (4) constitute money-laundering or terrorist financing, (5) are associated with the following "money service business" activities: the sale of traveler's checks or money orders, currency dealers or

exchanges (including digital currencies such as bitcoin), or check cashing, or (6) provide credit repair or debt settlement services; and

- g. Tax payments and court ordered payments.

Except as required by applicable law, in no event shall Percapita, the Bill Pay Provider or the Bank be liable for any claims or damages resulting from your scheduling of prohibited payments. Percapita and the Bill Pay Provider encourage you to provide notice to Percapita and the Bill Pay Provider of any violations of the this Section 16(B) or the Agreement generally.

- xviii. **Taxes on Transactions.** It is your responsibility to determine what, if any, taxes apply to the transactions you make or receive, and it is your responsibility to collect, report and remit the correct tax to the appropriate tax authority. Neither Percapita, the Bill Pay Provider, nor the Bank are responsible for determining whether taxes apply to your transaction, or for collecting, reporting or remitting any taxes arising from any transaction.
- xix. **Failed or Returned Payment Instructions.** In using the Bill Pay Service, you are requesting that Percapita, the Bill Pay Provider or the Bank attempt to make payments for you from your Deposit Account. If the Payment Instruction (as defined below) cannot be completed for any reason associated with your Deposit Account (for example, there are insufficient funds in your Deposit Account, or the Payment Instruction would exceed the credit or overdraft protection limit of your Deposit Account, to cover the payment), the Payment Instruction may or will not be completed.
- xx. **Service Termination, Cancellation, or Suspension.** If you wish to cancel the Bill Pay Service, you may contact Percapita Customer Service through the App, or at (888) 302-5055 . Any payment(s) that have begun processing before the requested cancellation date will be processed by the Bill Pay Provider. You agree that Percapita, the Bill Pay Provider or the Bank may terminate or suspend your use of the Bill Pay Service at any time and for any reason or no reason. Neither termination, cancellation nor suspension shall affect your liability or obligations under this Agreement.
- xxi. **Tax, Legal and Court Payments.** Tax payments, payments to settle securities transactions, and court ordered payments may be scheduled through the Bill Pay Service; however, such payments are discouraged and must be scheduled at your own risk. In no event shall Bill Pay Provider be liable for any claims or damages resulting from your scheduling of these types of payments. The Bill Pay Guarantee does not apply when these types of payments are scheduled and/or processed by Bill Pay Provider.
- xxii. **Joint Accounts.** If your Bill Pay Account is joint between you and one or more other person(s), then you consent to permit us to disclose any information

concerning any pending payments or transactions to the co-owner(s) on the Bill Pay Account.

**xxiii. Definitions.** The capitalized terms referenced above and not otherwise defined in this Section 16(B) have the meanings set forth below:

- a. “*Payment Instruction*” is the information provided for a payment to be made under the Bill Pay Service.
- b. “*Due Date*” is the date reflected on your Biller statement for which the payment is due, not the late payment date or the date beginning or a date during any grace period.
- c. “*Exception Payments*” means payments to deposit accounts or brokerage accounts, payments to settle securities transactions (including, without limitation, stocks, bonds, securities, futures (forex), options, or an investment interest in any entity or property).
- d. “*Payment Instruction*” is the information provided by you to the Bill Pay Provider for a bill payment to be made to the Biller (such as, but not limited to, Biller name, Biller account number, and Scheduled Payment Date).
- e. “*Scheduled Payment*” is a payment that has been scheduled through the Bill Pay Service but has not begun processing.
- f. “*Scheduled Payment Date*” is the day you want your Biller to receive your bill payment, unless the Scheduled Payment Date falls on a non-Business Day in which case it will be considered to be the previous Business Day.

### **C. External Transfer Service Terms and Conditions**

The External Transfer Service permits you to electronically transfer funds between your Cash Account and personal accounts you maintain at a third-party financial institution located in the United States (the “External Institution”). This service is provided through Percapita by Ingo Money, Inc. (“Ingo Money”) and First Republic Bank of Chicago via the Percapita App. Available external account types include checking, savings, money market, or prepaid card accounts you maintain at those financial institutions from which you are authorized to make withdrawals, and for which your ownership has been verified (a “Verified Account”).

To establish a Verified Account, you must add it as an external account using the “Add a new debit card” or “Add a new bank account” feature, accessed from within the “Move Money” section of the Percapita App.

- To add an external bank account for ACH transfers, you must have the External Institution’s routing number and your individual account number.

- To add an external debit or prepaid card, you must have your card credentials, including name on card, card number, expiration date, security code, and billing address. Supported card brands include Visa, Mastercard, and Discover/PULSE.

Your external account ownership will be verified using third party data sources. In order to be verified, the information on file with the External Institution must be the same as that on file with Percapita for your Cash Account. Once your ownership of the account at the External Institution is confirmed, that account will be available for the External Transfer Service. If Percapita is unable to verify your ownership of the account at the External Institution, you will not be able to use that account within the External Transfer Service.

By making a request to transfer funds using the External Transfer Service, you authorize Percapita to (1) debit your Cash Account and send funds on your behalf to the Verified Account (“Outbound Transfers”); or (2) withdraw funds on your behalf from the Verified Account and credit your Cash Account (“Inbound Transfers”).

- Outbound Transfers will be debited from your Cash Account when you initiate the transfer within the App. If you do not have sufficient available funds in the Cash Account to complete the transfer, you will not be able to initiate the Outbound Transfer.
- Inbound Transfers from a Verified Account using a debit card will be authorized by the External Institution as part of the External Transfer Service transaction and your Cash Account will be credited in near-real time if the transaction is approved by the External Institution.
- Inbound Transfers from a Verified Account using ACH will be credited to your account when you initiate the transfer, but the amount will be held for 4 to 7 business days, until the funds are received from the External Institution.

Posting times and funds availability for your Verified Account will be determined by the External Institution.

ACH returns (sometimes referred to as ACH rejects) are initiated when the transaction cannot process as intended. In using the External Transfers Service, you understand transfers may be returned for various reasons, for example, if the Verified Account number is no longer valid. Percapita will use reasonable efforts to research and correct any returned transfer and either complete the transfer to the intended Verified Account or void the transfer and credit your Cash Account. When required, Percapita will notify you of any returned transfer. You shall be solely responsible for any stop payment fees incurred as a result of a returned transfer. In the event an incoming credit transfer is rejected, your Cash Account will be debited.

You understand and agree that you are solely responsible for the accuracy and completeness of all data, instructions or other information regarding any transfer that is provided to Percapita. You authorize Percapita to process each transfer submitted through the External Transfer Service in accordance with the information Percapita receives from you. Percapita shall have no responsibility for any erroneous information you provide, and no liability for any losses you may

suffer that arise from or relate to any erroneous information you provide for any transfer submitted through External Transfer Service.

Your personal data is collected during your use of the External Transfer Service, which data is shared by Percapita with Ingo Money. Please refer to Ingo Money's Privacy Policy applicable to Ingo Money services at <https://ingomoneyapp.com/privacy-policy/> for information regarding its use of your personal data.

## **17. STATEMENTS**

We will make a monthly Deposit Account statement available to you electronically for any monthly cycle in which you have transactions on any of your Deposit Accounts, and in any event no less than on a quarterly basis. This statement will include information related to all of your companion Deposit Accounts. The specific dates covered by your Deposit Account statement will be shown on the statement. You will not automatically receive paper statements. If you require a paper copy of your statement you may request it through the chat feature in the App or call us at 1-888-302-5055.

## **18. RECEIPT OF CARD AND ACTIVATION**

Once your Cash Account application has been approved, we will mail you a plastic Card with your name on it. We will mail the Card to the mailing address we have on file. When you receive the Card, you will need to activate it and choose a personal identification number, or PIN. Cards may be activated within the App or by calling (800) 992-3808. Each Card issued to you must be signed immediately upon receipt. **YOU CANNOT USE YOUR CARD TO PERFORM TRANSACTIONS UNTIL YOU HAVE ACTIVATED YOUR CARD AND SELECTED A PIN. YOU ARE RESPONSIBLE FOR SAFEKEEPING YOUR PIN. YOU AGREE TO TAKE ALL REASONABLE PRECAUTIONS SO NO ONE ELSE LEARNS YOUR PIN AND YOU AGREE NOT TO DISCLOSE OR OTHERWISE MAKE YOUR PIN AVAILABLE TO ANYONE NOT AUTHORIZED TO SIGN ON YOUR DEPOSIT ACCOUNT(S).**

The back side of each Card will have a stated expiration date. The Card will expire, in accordance with applicable law, on that expiration date. If your Cash Account is in good standing, we will issue you a new Card prior to when your old Card expires. Any Cards you may receive will remain our property and cannot be sold or transferred to anyone else. Cards may be canceled, repossessed, or revoked at any time without prior notice, subject to applicable law. We may additionally revoke or suspend any Card features or services at any time without cause or notice. You cannot use your Card if it has been revoked or has expired, and you must return your revoked Card to us upon demand. You are required to notify us promptly if your Card is lost or stolen.

## **19. CARD USE**

You may use your Card to purchase or lease goods or services anywhere Visa debit cards are accepted. Use of the Card is intended for personal use of the person named on the front of the card only. If you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on your Card.

If you use your Card at an automated fuel dispenser (“pay at the pump”), the merchant may preauthorize the transaction amount up to \$75.00 or more. If your Card is declined, even though you have sufficient funds available, you can pay for your purchase inside with the cashier. If you use your Card at a restaurant, a hotel, or for similar purchases, the merchant may preauthorize the transaction amount for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips, additional charges 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 (30) days for hotels) for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.

## **20. UNAUTHORIZED CARD ACTIVITY**

Your Card is intended for your personal use, and we may cancel your Card if we determine that it is being used for business purposes. You may not use your Card for any online gambling, escort services, or any illegal transaction. You specifically agree that you will not use your Card at unlawful domestic or international gambling web sites, or at payment processors supporting unlawful gambling web sites, or to purchase illegal goods or services. We reserve the right to block, suspend, or cancel your Card if, or block any Card transaction, as a result of our policies and processes, we detect what we reasonably believe to be fraudulent, suspicious, or criminal activity or any activity inconsistent with this Account Agreement. If we suspect your Card is being used for any unauthorized or unlawful purposes, you agree that we may immediately revoke your Card and close your Deposit Accounts. We may also suspend your Card temporarily in the event we detect unusual or suspicious activity. You agree that if we choose to exercise any of these rights, we will incur no liability to you.

## **21. CARD PIN**

You will select your PIN during the registration process or when activating your Card in the App. Only one PIN will be issued for each Card. Never share your PIN with anyone. Do not write your PIN on your Card or keep your PIN with your Card. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately through the chat feature in the App or by calling us at (888) 302-5055

## **22. CARD REFUNDS AND RETURNS**

The exchange or return of merchandise purchased in whole or in part with the Card will be governed by the procedures and policies of each merchant and applicable law. 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 in your Cash Account for seven (7) Business Days. Neither the Bank, Percapita, or the Card Network nor their respective affiliates, employees or agents are responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with a Card or any damages resulting directly or indirectly from the use of the Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

## **23. CARD REPLACEMENT**

If you need to replace your Card for any reason, please contact Customer Service through the App, or at (888) 302-5055. 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 to conduct an investigation into the validity of any request. There is a fee for expedited shipping and processing of a replacement Card in the amount shown in the paragraph of this Account Agreement captioned “Fee Schedule,” which will be deducted from your Cash Account.

## **24. FOREIGN CURRENCY TRANSACTIONS**

If you obtain your funds or make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by the Card Network into an amount in the currency of your Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by the Card Network from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate the Card Network itself receives, or the government-mandated rate in effect for the applicable central processing date. If you obtain your funds or make a purchase in a currency other than the currency in which your Card was issued, the Bank may assess a foreign currency conversion fee of 1% of the transaction amount and will retain this amount to cover the cost of network fees. Transactions made outside of the 50 United States, the District of Columbia, Puerto Rico, and other U.S. territories are also subject to this conversion fee even if they are completed in U.S. currency.

If you conduct a transaction in a currency other than U.S. dollars, the merchant, the Card Network or another entity that processes the transaction may convert any related debit or credit into U.S. dollars in accordance with its then-current policies. Visa currently uses a conversion rate that is either: (a) selected from a range of rates available in the wholesale currency markets (note: this rate may be different from the rate Visa itself receives), or (b) the government-mandated rate. The conversion rate may be different from the rate in effect on the date of your transaction and the date it is posted to your account.

## **25. RECEIPTS**

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

## **26. REPRESENTATIONS AND WARRANTIES**

You represent and warrant that: (i) either (1) you are at least eighteen (18) years old; or (2) you are at least sixteen (16) years old and have created a joint Deposit Account with an individual who is at least eighteen (18) years old; (ii) you are a U.S. citizen or lawfully residing in the United States or Puerto Rico (with a valid U.S. tax I.D.); (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 is true, correct, and complete; (v) you have received access to a copy of this Account Agreement, our Privacy Policy, the Per capita Terms of Use and the Esign Consent, and you agree to be bound by and to comply with their terms and conditions.

## **27. DISCLAIMER OF WARRANTIES**

EXCEPT FOR ANY EXPRESS WARRANTIES WE PROVIDE IN THIS ACCOUNT AGREEMENT, NEITHER WE NOR PERCAPITA MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING ANY DEPOSIT ACCOUNT OR THE CARD OR RELATING TO OR ARISING OUT OF THIS ACCOUNT AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

## **28. LIMITATION OF LIABILITY**

WE AND PERCAPITA 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 OR PERCAPITA SHALL BE LIMITED TO THE TOTAL AMOUNT IN YOUR ACCOUNT.

## **29. UNCLAIMED PROPERTY**

Applicable unclaimed property law may require us to report to state government authorities any funds and unclaimed property remaining in your Deposit Account(s) 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 in your applicable Deposit Account to state government authorities as unclaimed property.

## **30. CONFIDENTIALITY**

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

- Where it is necessary or helpful for completing transactions;



- In order to verify the existence and condition of your Deposit Account for a third party, such as a merchant;
- In order to comply with government agency, court order, or other legal or administrative reporting requirements;
- If you consent by giving us your written permission;
- To our employees, auditors, affiliates, service providers, or attorneys as needed;
- In order to prevent, investigate or report possible illegal activity;
- In order to issue authorizations for transactions on your Card;
- As permitted by applicable law;
- As otherwise necessary to fulfill our obligations under this Account Agreement; and
- As otherwise permitted by our Privacy Policy.

Please see our 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), for further details.

### **31. OUR LIABILITY**

**Our Liability for Transfer Errors.** If we do not complete a transfer to or from your 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 money in your account to make the transfer.
- (2) If the transfer would go over the credit limit on your overdraft line.
- (3) If the automated teller machine where you are making the transfer does not have enough cash.
- (4) If the [terminal] [system] was not working properly and you knew about the breakdown when you started the transfer.
- (5) If circumstances beyond our control (such as fire or flood) prevent the transfer, despite reasonable precautions that we have taken.
- (6) There may be other exceptions stated in our agreement with you.

### **32. YOUR LIABILITY FOR UNAUTHORIZED TRANSACTIONS**

**Tell us AT ONCE if you believe your Card, PIN or Deposit Account credentials have been lost or stolen, or if you believe that an electronic fund transfer has been made without your**

**permission.** Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell us within 2 Business Days after you learn of the loss or theft of your Card, PIN or Deposit Account credentials, you can be liable for no more than \$50 if someone used your Card, PIN or Deposit Account credentials without your permission.

If you do NOT tell us within 2 Business Days after you learn of the loss or theft of your Card, PIN or Deposit Account credentials, and we can prove we could have stopped someone from using your Card, PIN or Deposit Account credentials without your permission if you had told us, you could be liable for as much as \$500.

Also, if your Deposit Account statement shows transfers that you did not make, including those made by Card, code or other means, tell us at once. If you do not tell us within sixty (60) days after the Deposit Account statement was mailed to you or made available to you electronically, you may not get back any money you lost after the sixty (60) days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

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

Contact us by calling (888) 302-5055 or reach us through the chat feature in the App.

- **Visa 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 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.

### **33. AMENDMENT AND CANCELLATION**

We may amend or change the terms and conditions of this Account Agreement at any time by posting the amended Account Agreement on our website at [www.percapita.com](http://www.percapita.com) and in the App. You will be notified of any amendment prior to its effective date if required by law, but otherwise, any such amendment shall be effective upon such posting to that website. The current Account Agreement is available at [<https://www.percapita.com/demanddepositaccount>]. You will be notified of any change in the manner provided by applicable law prior to the effective

date of the change. In addition, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Deposit Account at any time. You may cancel this Account Agreement by contacting Customer Service at 888-302-5055. Upon cancellation of your Cash Account, we will continue to honor Card transactions you have made up until your cancellation is processed in accordance with this Account Agreement, which may take up to forty-five (45) days following the cancellation of your Cash Account, during which regular fees will apply. Your termination of this Account Agreement will not affect any of our rights or your obligations arising under this Account Agreement prior to termination. In the event that your Cash Account is cancelled, closed, or terminated for any reason, you may request the unused Cash Account balance to be returned to you via a check to the mailing address we have in our records. There is a fee for this service. Please refer to the “Fee Schedule” above. We reserve 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.

#### **34. TAXPAYER IDENTIFICATION NUMBER**

Federal law requires us to obtain the Taxpayer Identification Number (TIN) applicable to all accounts. For individuals, this is your Social Security Number (SSN) or Individual Taxpayer Identification Number (ITIN).

#### **35. ACCOUNT ADJUSTMENTS**

We may make adjustments to your Deposit Accounts from time to time to reflect corrections or changes to your balance. Adjustments might occur, for example, if deposits are posted for the wrong amount, or to the wrong account, or if deposited items are returned unpaid. If funds are deposited or transferred into your Deposit Account by mistake or otherwise, we may correct the situation by deducting the amount of the deposit or transfer from your Deposit Account without prior notice to you. In the event of an error that caused an overstated balance, you agree to reimburse us for the overstated amount. If there are not enough funds in your Deposit Account at that time, your Deposit Account could become overdrawn. See Section 15, “Overdrafts” above for more information about what could occur if your Deposit Account has a negative balance.

#### **36. RIGHT TO SETOFF**

We have a legal right to use the money in any of your Deposit Accounts or any of your other assets with us to pay your debts to us. In addition to this legal right, you give us and our affiliates the contractual right to apply, without demand or prior notice, all or part of the property (including money, certificates of deposit, securities and other investment property, financial assets, etc.) in your Deposit Accounts with us or any affiliate, against any debt you owe us or our affiliates. This is called “setoff.” This Section explains our legal and contractual rights of setoff. If you ever owe us or any of our affiliates any money as a borrower, guarantor, depositor or otherwise, and such amount becomes due to us or our affiliates, or if we reasonably believe that the amount may be owed to us or our affiliates (even if it is ultimately determined that the amount is not owed), we have the right under law and under this Account Agreement to pay the debt by using the money from any of your Deposit Accounts or other assets with us or our affiliates. The only exceptions are that this right of setoff does not apply (a) to funds in a Traditional or Roth IRA or other tax-deferred retirement account, (b) when the debtor’s right of withdrawal from the account or access

to another asset held with us only arises in a representative capacity, or (c) to a credit card holder's indebtedness arising from a consumer credit transaction. We will notify you if we have exercised our right to setoff. We may setoff the funds in your Deposit Accounts or other assets with us against any due and payable debt owed to us now or in the future by any of you (any of the Deposit Accounts or asset owners) having the right of withdrawal in the Deposit Accounts or right to the asset, to the extent of such person's or legal entity's right to withdraw or obtain the asset. We may use the money from your Deposit Accounts to pay the debt even if our withdrawal of the money from your Deposit Account results in a loss of interest, an interest penalty, or transaction charges. You agree to hold us, our affiliates, and each of our respective officers, directors, employees and agents harmless from any claim or liability arising as a result of our exercise of our right of setoff. You hereby appoint us as your true and lawful agent and attorney-in-fact, with full power to act in your name and on your behalf, with respect to the execution of all instruments and the taking of all action necessary or desirable to effectuate the rights and remedies provided in this Account Agreement and by applicable law.

### **37. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS; YOUR RIGHT TO DISPUTE ERRORS**

Telephone Customer Service at 888-302-5055, by email at [customerservice@percapita.com](mailto:customerservice@percapita.com) through the Percapita App, or write to our service provider, Percapita at 169 Madison Avenue, #2309, New York, New York 10016, as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transfer listed on the statement or receipt. We must hear from you no later than 60 days from the date of the FIRST statement on which the suspected error or problem appeared:

- Tell us your name, Account Number, and Card Number (if applicable).
- Describe the suspected error or the transfer you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information; and
- Tell us the dollar amount of the suspected error.

If you tell us orally, we may require that you send us 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 (45) days to investigate your inquiry or question. If we decide to do this, we will provide a provisional credit to your Cash Account within ten (10) Business Days for the amount you think is in error, so that you will have the use of the money during the time it takes to complete the investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) Business Days, we may not credit your account.

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

new Cash Accounts, we may take up to twenty (20) Business Days to provide provisional credit to your Cash Account for the amount you think is in error.

We will tell you the results within three (3) Business Days after completing the investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents used in the investigation by contacting Customer Service at the phone number or address listed at the beginning of this Section. If you need more information about our error-resolution procedures email [customerservice@percapita.com](mailto:customerservice@percapita.com) or call (888) 302-5055.

### **38. NO WARRANTY OF UNINTERRUPTED USE**

From time-to-time Deposit Account services may be inoperative, and when this happens, you may be unable to use one or more of your Deposit Account or obtain information from your Deposit Account, including your available Deposit Account balances. Please notify us at the Customer Service number stated below if you have any problems using your Deposit Account. You agree that neither the Bank, the Card Network, nor any of their respective affiliates, employees, or agents (including Percapita) are responsible for any interruption of service.

### **39. WEBSITE AVAILABILITY**

Although considerable effort is expended to make the App and other operational and communications channels available around the clock, neither we nor Percapita warrant these channels to be available and error free every minute of the day. You agree that neither we nor Percapita will be responsible for temporary interruptions in service due to maintenance, website changes, software updates, 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 the App and its use. You will not violate any laws, interfere or disrupt computer networks, impersonate another person or entity, violate the rights of any third party, stalk, threaten or harass anyone, gain any unauthorized entry, or interfere with the website's systems and integrity.

We will 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.

### **40. ENGLISH LANGUAGE CONTROLS**

Any translation of this Account 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.

### **41. CUSTOMER SERVICE**

For customer service or additional information regarding your Deposit Account, please contact customer service using the contact information listed in the preamble of this Account Agreement.

Customer Service is also available via chat through the App and by email.

#### **42. TELEPHONE MONITORING/RECORDING**

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

#### **43. ENTIRE UNDERSTANDING**

This Account 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.

#### **44. GOVERNING LAW**

The Bank only has branches in the state of Ohio, but offers certain banking products and services nationwide through the internet. For legal purposes, all deposits are considered to be made and held in the state of Ohio, regardless of where they were mailed to or from, or where you are domiciled. You understand and agree that this Account Agreement is governed by federal laws and, to the extent not preempted by federal law, the laws of the state of Ohio, without regard to conflicts of law principles regarding laws of other states. This means that the laws of your state of domicile at any time (including during your lifetime or at the time of your death) are not applicable to your banking products, services, or transactions with the Bank unless otherwise provided for herein. You consent and submit to the exclusive jurisdiction of the state and federal courts located in Ohio, with respect to all controversies arising out of or in connection with this Account Agreement that are not subject to arbitration or to any proceeding to enforce the Arbitration Clause or to confirm or vacate an arbitration award.

#### **45. ARBITRATION CLAUSE**

**You or we may elect to resolve any claim by an individual arbitrator. Claims are decided by a neutral arbitrator. If arbitration is chosen by any party, you and we hereby waive the right to litigate the claim in court or have a jury trial on that claim. Further, you and we will not have the right to participate in a representative capacity or as a member of any class pertaining to any claim subject to arbitration.**

Any claim, dispute, or controversy (“**Claim**”) between you and us arising out of or relating in any way to this Account Agreement, your Deposit Account, your Card, your purchases using the Card, your other use of the Card, or other Deposit Account transactions or use thereof, no matter how described, pleaded or styled, shall be finally and exclusively resolved by binding individual arbitration conducted by the American Arbitration Association (“**AAA**”) under its Consumer Arbitration Rules in your state of residence at a location that is reasonably convenient for both parties.

We will pay all fees associated with administration of arbitration, including fees to commence the arbitration. At your written request, we will consider in good faith making a temporary advance of

your share of any arbitration fees or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

The arbitrator's decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator's decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.

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 Clause shall survive: (i) the termination of this Account Agreement; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your Deposit Accounts, or any amounts owed on your Cash Account, to any other person or entity. If any portion of this Arbitration Clause is deemed invalid or unenforceable, the remaining portions shall nevertheless remain in force. Any different agreement regarding arbitration must be agreed to in writing.

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

Solely for purposes of this Arbitration Clause, “**We**”, “**we**” or “**Us**” or “**us**” shall mean Sutton Bank, and its respective successors, affiliates or assignees as well as any third party using or providing any product, service or benefit in connection with the Card, including for avoidance of doubt, Percapita.

You may reject this Arbitration provision by sending a written rejection notice to us at: Percapita Group, LLC, 169 Madison Avenue, #2309, New York, New York 10016. Your rejection notice must be mailed within forty-five (45) days after you first use your Card or Cash Account. Your rejection notice must state that you reject the Arbitration provision and include your name, address, Cash Account number and personal signature. No one else may sign the rejection notice. If your rejection notice complies with these requirements, this Arbitration provision and any other arbitration provisions in the agreements for any other currently open Deposits Accounts you have will not apply to you, except for any claims subject to pending litigation or arbitration at the time you send your rejection notice. Rejection of this Arbitration provision will not affect your other rights or responsibilities under this Section or the Account Agreement.

#### **46. TRUTH IN SAVINGS DISCLOSURES**

The Deposit Accounts are not interest-bearing accounts. No interest will be paid.

- **Minimum Balance Requirements.** There is no minimum deposit required to open a Cash Account. You may deposit any amount you wish when opening the Cash Account.
- **Transaction Limitations.** Minimum and maximum withdrawal limitations apply. See the Section labeled “Withdrawals and Other Transactions and Limits”, above, for full information regarding these limits.

- **Fees.** The fees that may be charged in connection with your Deposit Account, the amount of each fee (or explanation of how the fee will be determined), and the circumstances when the fee may be imposed can be found in the “Fee Schedule” above.

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