



## Extra Debit Mastercard provided by Evolve Bank & Trust Cardholder Agreement

*Last updated: June 23, 2022*

**IMPORTANT: PLEASE READ CAREFULLY. THIS AGREEMENT IS SUBJECT TO MANDATORY ARBITRATION PURSUANT TO THE FEDERAL ARBITRATION ACT AND A WAIVER OF CLASS ACTION PROVISION. SEE SECTION XIX BELOW.**

### **I. Terms and Conditions for the Extra Debit Mastercard**

This Extra Debit Mastercard provided by Evolve Bank & Trust Cardholder Agreement (“Agreement”) outlines the terms and conditions under which the Extra Debit Mastercard (the “Debit Card”) has been issued to you by Evolve Bank & Trust (Member FDIC) (the “Bank”). The Bank has retained Program Manager to provide certain services under this Agreement on the Bank’s behalf. The “Program Manager” is Apto Payments, Inc. or its agents or service provider. The Aligned Company d/b/a Extra (formerly Thingy Thing Inc.) (“Extra”) provides you, in connection with the Debit Card, additional credit building, rewards, a mobile application and other membership services (the “Extra Platform”). Separate terms and conditions apply to the Extra Platform. Please refer to the Extra Terms of Service and policies available at <https://extra.app/> and <https://extra.app/policies> (“Extra Terms”) for additional information. These services are not provided or controlled by Bank or offered under this Agreement, and you agree not to hold Bank liable for issues that may arise from your use of the Extra Platform. You agree to resolve any claims or disputes related to the Extra Platform directly with Extra. “You” and “your” means the person or persons who have received the Debit Card and who are authorized to use the Debit Card as provided for in this Agreement, as well as your personal representatives, executors, administrators, and successors. “We,” “us,” and “our” means the Bank, its successors, affiliates, assignees and its third-party service providers. The Debit Card will remain the property of the Bank and must be surrendered upon demand. The Debit Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice, subject to applicable law.

Please read this Agreement carefully and keep it for future reference. By accepting and/or using this Debit Card, you agree to be bound by the terms and conditions contained in this Agreement.

Please contact us at 833-984-2291 in case the Debit Card is lost, stolen or destroyed.

### **Important Information About Procedures for Opening a New Account**

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions and their third parties to obtain, verify, and record information that identifies each person who obtains a Debit Card. What this means for you: when you apply for a Debit Card, we will ask for your name, address, date of birth, social security number or country identification number, and other information that will allow us to identify you. We also may ask to see your driver's license or other documentation bearing your photo as verification of your identity.

By accessing or using a Debit Card, or applying for a Debit Card, you certify that all information you have provided to us, including, but not limited to, your legal name, valid U.S. mailing address and residential address (if different), social security number or identification documentation, date of birth, telephone number and other information provided at our request, is true, accurate and complete. If you falsify, misrepresent, or fail to provide requested information, we may cancel your Debit Card. In addition, funds tied to suspected illicit or illegal activity may be subject to both internal and potentially federal investigation. We reserve the right to restrict or delay your access to any such funds, subject to applicable law. We may share any of the information collected and any results of any investigation with the Program Manager in accordance with our Privacy Policy Notice available at <https://www.getevolved.com/privacy-policy/>.

You must also agree to go paperless. This means that you must (1) provide us with a valid email address and (2) agree to accept electronic delivery of all communications that we need or decide to send you in connection with your Debit Card. Please refer to the Extra E-SIGN Act Disclosure and Consent available at: <https://extra.app/policies> (“E-SIGN Act Disclosure and Consent”).

## **II. Extra Platform**

Extra charges fees for its services pursuant to the Extra Terms, which includes a periodic fee to maintain membership on the Extra Platform (“Membership Fee”). For details on the Extra Platform and its terms, please refer to the Extra Terms. Bank is not party to, nor has any liability to you under, the Extra Terms and the services provided under the Extra Terms, including the Extra Platform. The Extra Terms, including the Extra Platform, are independent of services provided by Bank to you. For the avoidance of doubt, Extra is not acting as Bank’s service provider or agent in connection with the Extra Platform, and the Extra Platform is outside the scope of your relationship with the Bank. To obtain and use the Debit Card, you must be an Extra Platform member in good standing. Extra will fund all transactions you make using the Debit Card. As a member of the Extra Platform, you will authorize Extra to initiate an Automated Clearing House (“ACH”) debit from an external bank account equal to the amount of your transactions made using the Debit Card (“Partner Account,” as defined in the Extra Terms) pursuant to the Extra Terms. The Extra Platform is solely provided by Extra and its partners and not Bank.

## **III. Funding Source & Available Funding Source Balance**

The Debit Card is a debit card that accesses your Funding Source. Your “Funding Source” means the transactional account we maintain in connection with your Debit Card for the purpose of funding your Debit Card transactions and recording transactions made using your Debit Card. Extra deposits funds into your Funding Source pursuant to Extra Terms with you. The specific amount of funds available to you for use in Debit Card transactions at any given time shall not exceed eighty (80%) percent of your Partner Account balance as of the last time we checked it and is subject to the limitations set forth in this Agreement, as well as the Extra Terms (“Available Funding Source Balance”).

## **IV. The Debit Card and Transaction Process**

- A.** The maximum transaction amount we will approve at any given time based on the Available Funding Source Balance is displayed in the Extra App. When you use your Debit Card, Extra may fund your Funding Source pursuant to your agreement with Extra under the Extra Terms. In the event Extra funds your Funding Source and you have an Available Funding Source Balance, we will

authorize your Debit Card transaction, subject to the terms of this Agreement. Extra may fund your account if you authorize Extra to initiate an Automated Clearing House (“ACH”) debit from your Partner Account in an amount equal to the transaction total, as further described in the Extra Terms. Extra will initiate an ACH credit to your Partner Account in an amount equal to any refunds or credits we apply to your Funding Source.

Your use of the Partner Account (and the use of it) is not subject to this Agreement or the Extra Terms and use of your Partner Account may be subject to fees and other limitations determined by the provider of the Partner Account; contact the provider of the Partner Account for questions about any specific terms or conditions related thereto. Funds in your Partner Account are not held by and are not deposits of the Bank. The Bank is not associated with any Partner Account and does not guaranty or insure the funds in your Partner Account or funds available for spending based on your Available Funding Source Balance.

- B.** The Debit Card is not a credit card, a prepaid card, or a gift card and may not be gifted, sold, or transferred. You cannot use the Debit Card to access a credit facility or to draw loan proceeds provided by Bank.
- C.** You agree that the Debit Card will be used primarily for personal, family, and household purposes only and not for business use. You may not use the Debit Card for illegal gambling or any other illegal transactions. We reserve the right to cancel, close, suspend, or restrict use of the Debit Card, including by refusing to process any transaction, with or without notice to you and with or without cause or reason, subject to applicable law.
- D.** The Federal Deposit Insurance Corporation (“FDIC”) insures deposits according to the ownership category in which the funds are insured. Not all accounts may be insured. Unless otherwise stated by us or the FDIC, the Debit Card Account is insured by the FDIC up to the standard maximum deposit insurance amount per depositor, per FDIC-insured bank, and per ownership category (the “Standard Insurance Amount” or “SIA”). For purposes of determining the SIA applicable to your Debit Card Account, you need to consider all accounts that you also hold at the Bank. To determine SIA applicable to your Debit Card Account with us and for any other FDIC insurance requirements that may apply, please visit the FDIC’s website at [www.fdic.gov/deposit/deposits](http://www.fdic.gov/deposit/deposits) or call the FDIC directly at 1-877-ASKFDIC (1-877-275-3342). You can also use the FDIC’s Electronic Deposit Insurance Estimator (EDIE) at [www.fdic.gov/edie](http://www.fdic.gov/edie). However, the balance in your Funding Source will typically be zero.
- E.** You must activate the Debit Card and complete the activation process, including setting a Personal Identification Number (“PIN”), before it may be used. You should memorize your PIN and not write down your PIN or keep your PIN with your Debit Card. If you believe that anyone has gained unauthorized access to your PIN, you should advise the Bank, Extra, and Program Manager immediately, following the procedures in Section XVII (Your Liability for Unauthorized Transfers) below. You may need to provide personal information in order for your identity to be verified and for completion of the activation process. You agree to sign the back of the Debit Card immediately upon receipt.

## **V. Fees**

Fees and additional fees relating to the use (including misuse) of your Debit Card are set forth in this Agreement and the attached fees exhibit (Exhibit 1) (collectively, the “Fees”). Exhibit 1 is incorporated herein by reference. Fees incurred pursuant to the terms of this Agreement will be withdrawn from your Funding Source, unless prohibited by law. You agree to pay all Fees associated with the Debit Card. We may from time to time amend the Fees, at our sole discretion, as set forth in Section XX (Other Terms) and will provide any notice required by law. If you request a service that is not included in Exhibit 1 and there is a fee for such service, such fee will be disclosed at the time you request the service and you agree that any such fee may be deducted from your Funding Source.

Extra charges fees for its services pursuant to the Extra Terms, which includes a Membership Fee to maintain access to the Extra Platform and related services. As a condition of receiving or using the Debit Card, you must be a member in good standing on the Extra Platform. Please see the Extra Terms for additional information. Bank is not responsible for and does not charge the Membership Fee or any other fees charged pursuant to the Extra Terms.

## **VI. No Authorized Users**

Except where prohibited by law, you are responsible for all authorized transactions initiated and fees incurred by use of the Debit Card. You may not permit anyone else to use your Debit Card. Without limiting the foregoing, if you permit another person to have access to the Debit Card, this will be treated as if you authorized such use, and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Debit Card according to the terms of this Agreement, subject to Section XVI (Lost or Stolen Cards or Unauthorized Transactions) and Section XVII (Your Liability for Unauthorized Transactions) below, and other applicable laws.

## **VII. Using the Debit Card and Limits**

**A. Use.** Subject to the limitations set forth in this Agreement, you may use your Debit Card, as applicable, to purchase goods or services wherever your Debit Card is honored. There may be Fees associated with some of these transactions. For fee information, see the Exhibit 1 attached to this Agreement. You may not use your Debit Card to withdraw cash at an ATM or from a merchant, nor can you use the Debit Card to send person-to-person transfers. If Extra cannot determine the balance of your Partner Account due to technological or other service disruptions, or if your Partner Account is closed or suspended, you may be unable to use the Debit Card.

**B. Acceptance.** You may use your PIN at any Point of Sale (“POS”) device, as permitted by a merchant that bears the Mastercard and Interlink acceptance marks, and subject to your daily purchase limits. Each time you use the Debit Card, you authorize Bank to reduce the value available in your Funding Source balance by the amount of the transaction and any applicable fees or to otherwise set off against any other amounts deposited with Bank on your behalf. As set forth in Extra’s ACH Authorization, and subject to the Extra Terms, you also may authorize Extra to initiate an ACH debit from your Partner Account equal to the amount of the transaction and any applicable fees.

- C. Foreign Transactions.** The Debit Card may only be used to conduct transactions within the 50 United States, District of Columbia and U.S. Territories (Puerto Rico, Guam, Northern Marianas, the U.S. Virgin Islands, and American Samoa). The Debit Card may be used to conduct international transactions, including, without limitation, transactions conducted on international merchant websites or mobile applications accessible within the United States; provided the merchant accepts the Mastercard or any other logo on the Debit Card. All debits will be posted in U.S. dollars. Transactions made in a foreign currency are converted into U.S. dollar amounts by Mastercard, using its then current currency conversion procedure and rate. The currency conversion rate used on the processing date may differ from the rate in effect on the transaction date or periodic statement posting date. Foreign transactions may be subject to foreign transaction fees, as set forth in Exhibit 1, and will be included in the amount charged to your Funding Source.
- D. Debit Card Not Present Transactions.** If you initiate a transaction without presenting your Debit Card (such as for a mail order, internet or telephone purchase or an ACH debit), the legal effect will be the same as if you used the Debit Card itself. For security reasons, the amount or number of such transactions you may make may be limited.
- E. Transaction Limits.** There are several transaction limitations that apply to your Debit Card and your related Funding Source. First, the total amount of purchases and transfers that you can perform in any single day or over any other period is limited to the amounts set forth in the enclosed Exhibit 2. Second, for security reasons, you may be further limited as to the number or dollar amount of transactions you can make with your Debit Card. We may, at our discretion, modify the limits from time to time. To the extent required by applicable law, you will be notified of any transaction limit changes in accordance with applicable law. Debit Card limits are subject to periodic review and may be changed based on your history, activity, and other factors, including but not limited to your Debit Card activity. We retain sole discretion to apply and change limits.
- F. Virtual Wallet.** We may give you the opportunity to use a virtual Debit Card through a third-party wallet service. If we do, you may be required to accept additional terms and conditions regarding your use of the virtual Debit Card. We are not responsible for any third-party wallet service.
- G. No Interest:** Your Funding Source is not an interest-bearing account.
- H. Direct Deposits:** No direct deposits may be made to your Funding Source.
- I. No Minimum Balance:** There is no minimum balance required to be deposited in your Funding Source to open or maintain your Debit Card.

## **VIII. Split Transactions and Authorization Holds**

- A. Split Transactions.** If you do not have sufficient availability in your Available Funding Source Balance, you can instruct the merchant to charge a part of the purchase to the Debit Card and pay the remaining amount with cash or another card. These are called “split transactions.” Some merchants do not allow cardholders to conduct split transactions. Some merchants will only allow you to do a split transaction if you pay the remaining amount in cash. If you fail to inform the merchant that you would like to complete a split transaction before using your Debit Card, your Debit Card is likely to be declined.

**B. Authorization Holds.** When you use your Debit Card to purchase goods or services, the merchant may attempt to obtain preauthorization for the transaction. If the merchant makes such a request, a “hold” is placed on your Available Funding Source Balance for the amount of the preauthorization request (which may vary in some cases from the amount of the actual purchase, depending on the merchant or purchase type), until the merchant sends the final payment amount of your purchase, or for up to sixty (60) days, even if you fail to make the purchase. During the hold period, you may not have access to the preauthorized amount in your Available Funding Source Balance. We will not be responsible if any transactions are not completed because of the hold. If the preauthorization request varies from the amount of the actual transaction, the actual transaction amount will be debited from your Funding Source and deducted from the Available Funding Source Balance, even if this results in your Available Funding Source Balance becoming negative. Bank is not responsible for any negative balances in your Funding Source. If you use the Debit Card at an automated fuel dispenser (“pay at the pump”), the transaction may be preauthorized for an amount up to \$175.00. If the Debit Card is declined, but you have sufficient availability in your Available Funding Source Balance, you should use the Debit Card to pay for the purchase inside with the cashier. If you use the Debit Card at a restaurant, a hotel, for a car rental purchase, or for similar purchases, the transaction may be preauthorized for the purchase amount plus up to twenty (20%) percent to ensure there are sufficient funds available to cover tips or incidental expenses incurred. You do not have the right to stop payment on any purchase or payment transaction originated by use of the Debit Card.

## **IX. Recurring Transactions**

If you intend to use your Debit Card for recurring transactions, you should monitor your Available Funding Source Balance in the Extra Platform and ensure you have sufficient availability in your Available Funding Source Balance to cover the transactions. “Recurring transactions” are transactions that are authorized in advance by you to be charged to your Debit Card at substantially regular intervals. We are not responsible if a recurring transaction is declined because you have not maintained sufficient availability in your Available Funding Source Balance to cover the transaction. If these recurring transactions vary in amount, the recipient of the recurring transaction should inform you, ten (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. If you have provided instructions for recurring transactions designating your Debit Card as the payment method, you can stop the payment by notifying us orally at 833-984-2291 or in writing to 150 Sutter Street, P.O. Box 372, San Francisco, CA 94104 at least three (3) business days before the scheduled date of the transaction. If you call, you must put your request in writing and get it to us within fourteen (14) days after you call. If you order us to stop one of these payments three (3) business days or more before the transaction is scheduled, we will be liable for your direct losses or damages. If you have authorized a merchant to make the recurring transaction, you also should contact the applicable merchant in order to stop the recurring transaction.

## **X. Statements**

Pursuant to the E-SIGN Act Disclosure and Consent, we will deliver monthly periodic statements required by law to you in electronic form. You will receive a monthly e-mail alerting you to when you can access your monthly statement using the Extra Platform. You can also obtain 24-months of Debit

Card transactions on the Extra Platform. You will not automatically receive paper statements. You are responsible for keeping track of your Available Funding Source Balance. Merchants generally will not be able to determine your available balance, but you can determine your Available Funding Source Balance and whether you can make a transaction in the Extra Platform. It is important to know your Available Funding Source Balance before making any transaction.

#### **XI. Return and Refunds**

If you are entitled to a refund for any reason for goods or services obtained with the Debit Card, you agree to accept credits to your Funding Source for refunds and agree to the refund policy of the merchant. Neither the Bank nor Program Manager is responsible for the delivery, quality, safety, legality or any other aspects of the goods or services you purchase from others with the Debit Card. If you have a problem with a purchase you made with the Debit Card, or if you have a dispute with the merchant, you must handle it directly with the merchant. The amounts credited to your Debit Card for refunds may not be available for up to five (5) days from the date the refund transaction occurs.

#### **XII. Receipts**

You should get or request a receipt at the time you make a transaction or obtain cash using your Debit Card. You agree to retain your receipts to verify your transactions.

#### **XIII. Debit Card Cancellation, Suspension, and Limits and Debit Card Replacement**

We reserve the right, in our sole discretion, to limit your use of the Debit Card, including limiting or prohibiting all transactions or some types of transactions. The Bank may refuse to issue a Debit Card, revoke Debit Card privileges or cancel your Debit Card with or without cause or notice, other than as required by applicable law. If you would like to cancel the use of your Debit Card, you may do so by calling 833-984-2291 or the number on the back of your Debit Card. You agree not to use or allow others to use an expired, revoked, cancelled, suspended or otherwise invalid Debit Card. The cancellation of Debit Card privileges will not otherwise affect your rights and obligations under this Agreement. Not all services described in this Agreement are available to all persons or at all locations. We reserve the right to limit, at our sole discretion, the provision of any such services to any person or in any location. Any offer of a service in this Agreement shall be deemed void where prohibited. We can waive or delay enforcement of any of their rights under this Agreement without losing them.

If you need to replace the Debit Card for any reason, call 833-984-2291 or send an email to [cardsupport@extra.app](mailto:cardsupport@extra.app) to request a replacement. You will be required to provide personal information which may include the 16-digit Debit Card number, your full name and knowledge of the Debit Card transaction history. If you believe the Debit Card has been lost or stolen, you may immediately disable it by calling us at 833-984-2291. We may cancel any Debit Card that has been disabled for sixty (60) calendar days or longer.

#### **XIV. Confidentiality**

The Bank may disclose information to third parties about your Debit Card or the transactions you make using your Debit Card: (1) where it is necessary for completing transactions; (2) in order to verify the existence and condition of your Debit Card for a third party, such as a merchant; (3) in order to comply

with government agency, court order, or other legal reporting requirements; (4) if you give the Bank your written permission; (5) to our and the Bank's employees, auditors, affiliates, service providers, or attorneys as needed; (6) in order to collect funds you may owe us; (7) as otherwise provided in the Bank's Privacy Policy Notice <https://www.getevolved.com/privacy-policy/>; and (8) as otherwise permitted by law.

#### **XV. Our Liability for Failure to Complete Transactions**

In no event will Bank or Program Manager be liable for consequential damages (including lost profits), extraordinary damages, special or punitive damages. Neither Bank nor Program Manager will be liable, for instance: (1) if, through no fault of Program Manager or of the Bank, you do not have enough funds available in your Available Funding Source Balance to complete the transaction; (2) if a merchant refuses to accept your Debit Card or provide cash back; (3) if an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction; (4) if access to your Debit Card has been blocked after you reported your Debit Card lost or stolen; (5) if there is a hold or your funds are subject to legal process or other encumbrance restricting their use; (6) if Program Manager or the Bank has reason to believe the requested transaction is unauthorized; (7) if circumstances beyond Program Manager or the Bank's control (such as fire, flood or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that Program Manager or the Bank has taken; (8) if any failure or malfunction is attributable to your equipment, to merchant, or to any internet service or payment system; or (9) any other exception stated in this Agreement with you.

#### **XVI. Lost or Stolen Debit Cards or Unauthorized Transfers**

If you believe your Debit Card or PIN has been lost, stolen or compromised, call 833-984-2291 or the number on the back of your Debit Card or write to us by email at [cardsupport@extra.app](mailto:cardsupport@extra.app) or write us at 150 Sutter Street, P.O. Box 372, San Francisco, CA 94104. You should also call us at the number set forth in this Section or write us at the address set forth in this Section if you believe an electronic transfer has been made using the information from your Debit Card without your permission.

#### **XVII. Your Liability for Unauthorized Transactions**

You agree to exercise reasonable control over your PIN(s); user ID(s); and password(s) and any other access code related to your Debit Card (each, an "Access Code"). If you believe the Debit Card or Access Code has been lost, compromised or stolen, immediately contact us at 833-984-2291 or email us at [cardsupport@extra.app](mailto:cardsupport@extra.app). Telephoning is the best way to minimize your possible losses. If you believe the Debit Card has been lost or stolen call 833-984-2291 or email at [cardsupport@extra.app](mailto:cardsupport@extra.app). We may suspend or cancel your Debit Card in the event of excessive reports of Debit Card loss or theft. Under Mastercard Rules, particularly Zero Liability, you will not be held responsible for unauthorized transactions if you have used reasonable care in protecting your Debit Card from loss or theft and you have promptly reported to us when you knew that your Debit Card was lost or stolen. Zero Liability does not apply to Mastercard payment cards that are used for commercial purposes or anonymous prepaid cards. In the event that Mastercard Zero Liability does not apply, if you notify us within two (2) business days after you learn of any unauthorized transactions, you can lose no more than \$50.00 if someone used your Debit Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Debit Card and we can prove that we could have stopped



someone from using your Debit Card without your permission if you had promptly notified us, you could lose as much as \$500.00.

Also, if your statement shows transactions 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 60 days after the statement was mailed to you, you may not get back any money you lost after the 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.

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

You will not be liable for unauthorized use that occurs after you notify us of the loss, theft or unauthorized use of your Debit Card or Access Code(s). You also agree to cooperate completely with us and the Bank in attempts to recover funds from unauthorized users and to assist in their prosecution. The Bank may issue replacement Debit Card(s) or Access Code(s), but only after you have provided such proof and security or indemnification as the Bank may require. In addition, you acknowledge that the Bank may have to deactivate your Debit Card(s) to prevent future losses. If you share your Debit Card(s) or Access Code(s) with another person, use of your Debit Card by that person may be considered as authorized. If you authorize another person to use your Debit Card or Access Code(s), you agree that you will be liable for all transactions arising from use of the Debit Card or Access Code(s) by such person except as otherwise set forth in this Agreement. In all cases, our liability for an unauthorized transaction is limited to reimbursing you for the face amount of the unauthorized transaction and any corresponding fees, except as otherwise required by applicable law. A transaction is unauthorized if it is not initiated by you, you did not give permission to make the transaction or you do not benefit from the transaction in any way.

### **XVIII. Your Right to Dispute Errors**

When an unauthorized transaction or other error occurs with the Debit Card, including unauthorized transactions that occur because the Debit Card has been lost or stolen, we will cover you for the full amount of every eligible unauthorized transaction or other error as long as you follow the procedures discussed in this Section. In case of errors or questions about your electronic transfers, telephone us at 833-984-2291 or email at [cardsupport@extra.app](mailto:cardsupport@extra.app) 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 sixty (60) days after we sent you the FIRST statement on which the problem or error appeared.

1. Tell us your name and account number.
2. Describe the error or transaction you are unsure about and explain as clearly as you can why you believe it is an error or why you need more information.
3. Tell us the dollar amount of the suspected error.

If you tell us verbally, 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-five (45) days (ninety (90) days for those transactions at merchant POS terminals, processed on a new funding source, or initiated outside the United States) to investigate your complaint or question. If we decide to do this, we will credit your Funding Source within ten (10) business days for the amount you think is in error so that you will have full use of the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within ten (10) business days after hearing from you, we may not credit your Funding Source.

For errors involving new funding sources (an account where the first deposit to the account occurs less than 30 days before the error), we may take up to twenty (20) business days to credit your account for the amount you think is in error.

We will tell you the results within three (3) business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation.

## **XIX. Arbitration**

Except as prohibited by law, including the Military Lending Act, this Section sets forth the circumstances and procedures under which Claims (as defined below) shall be arbitrated instead of litigated in court upon the election of either party.

**A. Definitions:** As used in this Arbitration Section, the term “Claim” means any claim, dispute or controversy between you and Bank, Program Manager or any of their agents or retailers, arising from or relating to the Debit Card or this Agreement as well as any related or prior agreement that you may have had with us or the relationships resulting from this Agreement, including the validity, enforceability or scope of this Arbitration Section or the Agreement. “Claim” includes claims of every kind and nature, including but not limited to initial claims, counterclaims, cross-claims and third-party claims and claims based upon contract, tort, fraud and other intentional torts, statutes, regulations, common law and equity. The term “Claim” is to be given the broadest possible meaning that will be enforced and includes, by way of example and without limitation, any claim, dispute or controversy that arises from or relates to (i) your Debit Card, or the Debit Cards of any additional cardholders designated by you; (ii) the amount of available funds on the Debit Cards; (iii) advertisements, promotions or oral or written statements related to the Debit Cards, goods or services purchased with the Debit Cards; (iv) the benefits and services related to the Debit Cards; and/or (v) your enrollment for any Debit Card. We shall not elect to use arbitration under the Arbitration Provision for any Claim that you properly file and pursue in a small claims court of your state or municipality so long as the Claim is individual and pending only in that court; any appeals from that court shall be pursued only in arbitration. As used in this Arbitration Section, the terms “we” and “us” shall for all purposes mean the Bank, Program Manager, their respective wholly or majority owned subsidiaries, affiliates, licensees, predecessors, successors, and assigns, and all of their agents, employees, directors and representatives. In addition, “we” or “us” shall include any third party using or providing any product, service or benefit in connection with any

Debit Cards (including, but not limited to merchants who accept the Debit Card, third parties who use or provide services, debt collectors and all of their agents, employees, directors and representatives) if, and only if, such third party is named as a co-party with us (or files a Claim with or against us) in connection with a Claim asserted by you. As solely used in this Arbitration Section, the terms “you” or “yours” shall mean all persons or entities approved by us to have and/or use a Debit Card, including but not limited to all persons or entities contractually obligated under any of the Agreements and all additional cardholders.

- B. Initiation of Arbitration Proceeding/Selection of Administrator:** Any Claim shall be resolved, upon the election by you or us, by arbitration pursuant to this Arbitration Provision and the code of procedures of the national arbitration organization to which the Claim is referred in effect at the time the Claim is filed. Claims shall be referred to either Judicial Arbitration and Mediation Services (“JAMS”) or the American Arbitration Association (“AAA”), as selected by the party electing to use arbitration. If a selection by us of one of these organizations is unacceptable to you, you shall have the right within thirty (30) days after you receive notice of our election to select the other organization listed to serve as arbitrator administrator. For a copy of the procedures, to file a Claim or for other information about these organizations, contact them as follows: (i) JAMS at 1920 Main Street, Suite 300, Los Angeles, CA 92614; website at [www.jamsadr.com](http://www.jamsadr.com); and (ii) AAA at 335 Madison Avenue, New York, NY 10017; website at [www.adr.org](http://www.adr.org).
- C. Restrictions on Arbitration:** If either party elects to resolve a Claim by arbitration, that Claim shall be arbitrated on an individual basis. There shall be no right or authority for any Claims to be arbitrated on a class action basis or on bases involving Claims brought in a purported representative capacity on behalf of the general public, other cardholders or other persons similarly situated. The arbitrator’s authority to resolve Claims is limited to Claims between you and us alone, and the arbitrator’s authority to make awards is limited to you and us alone. Furthermore, Claims brought by you against us or by us against you may not be joined or consolidated in arbitration with Claims brought by or against someone other than you, unless otherwise agreed to in writing by all parties.
- D. Location of Arbitration/Payment of Fees:** Any arbitration hearing that you attend shall take place in Memphis, Tennessee. At your written request, we will consider in good faith making a temporary advance of all or part of the filing administrative and/or hearing fees for any Claim you initiate as to which you or we seek arbitration. At the conclusion of the arbitration (or any appeal thereof), the arbitrator (or panel) will decide who will ultimately be responsible for paying the filing, administrative and/or hearing fees in connection with the arbitration (or appeal). If and to the extent you incur filing, administrative and/or hearing fees in arbitration, including for any appeal, exceeding the amount they would have been if the Claim had been brought in the state or federal court which is closest to your billing address and would have had jurisdiction over the Claim, we will reimburse you to that extent unless the arbitrator (or panel) determines that the fees were incurred without any substantial justification.
- E. Arbitration Procedures:** This Arbitration Section is made pursuant to a transaction involving interstate commerce, and shall be governed by the Federal Arbitration Act, 9 U.S.C. Sections 1-16, as it may be amended (the “FAA”). The arbitration shall be governed by the applicable Code, except that (to the extent enforceable under the FAA) this Arbitration Section shall control if it is inconsistent with the applicable Code. The arbitrator shall apply applicable substantive law

consistent with the FAA and applicable statutes of limitations and shall honor claims of privilege recognized at law and, at the timely request of either party, shall provide a brief written explanation of the basis for the decision. In conducting the arbitration proceeding, the arbitrator shall not apply the Federal or any state rules of civil procedure or rules of evidence. Either party may submit a request to the arbitrator to expand the scope of discovery allowable under the applicable Code. The party submitting such a request must provide a copy to the other party, who may submit objections to the arbitrator with a copy of the objections provided to the request party, within fifteen (15) days of receiving the requesting party's notice. The granting or denial of such request will be in the sole discretion of the arbitrator who shall notify the parties of his/her decision within twenty (20) days of the objecting party's submission. The arbitrator shall take reasonable steps to preserve the privacy of individuals, and of business matters. Judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction. The arbitrator's decision will be final and binding, except for any right of appeal provided by the FAA. However, any party can appeal that award to a three-arbitrator panel administered by the same arbitration organization, which shall consider anew any aspect of the initial award objected to by the appealing party. The appealing party shall have thirty (30) days from the date of entry of the written arbitration award to notify the arbitration organization that it is exercising the right of appeal. The appeal shall be filed with the arbitration organization in the form of a dated writing. The arbitration organization will then notify the other party that the award has been appealed. The arbitration organization will appoint a three-arbitrator panel which will conduct arbitration pursuant to its Code and issue its decision within one hundred twenty (120) days of the date of the appellant's written notice. The decision of the panel shall be by majority vote and shall be final and binding.

- F. Continuation:** This Arbitration Section shall survive termination of your Debit Card as well as voluntary payment of the debt in full by you, any legal proceeding by us to collect a debt owed by you, and any bankruptcy by you or us. If any portion of this Arbitration Section is deemed invalid or unenforceable under any principle or provision of law or equity, consistent with the FAA, it shall not invalidate the remaining portions of this Arbitration Section, the Agreement or any prior agreement you may have had with us, each of which shall be enforceable regardless of such invalidity.
- G. Significance of Arbitration:** IF ARBITRATION IS CHOSEN BY ANY PARTY WITH RESPECT TO A CLAIM, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM IN COURT OR HAVE A JURY TRIAL ON THAT CLAIM, OR TO ENGAGE IN DISCOVERY EXCEPT AS PROVIDED FOR IN THE CODE OF PROCEDURES OF JAMS OR AAA, AS APPLICABLE (THE "CODE"). FURTHER, YOU WILL NOT HAVE THE RIGHT TO PARTICIPATE IN A REPRESENTATIVE CAPACITY OR AS A MEMBER OF ANY CLASS OF CLAIMANTS PERTAINING TO ANY CLAIM SUBJECT TO ARBITRATION. THE ARBITRATOR SHALL NOT CONDUCT A CLASS ARBITRATION OR A JOINT ARBITRATION, EXCEPT AS SET FORTH BELOW. THE ARBITRATOR'S DECISION WILL BE FINAL AND BINDING. NOTE THAT OTHER RIGHTS THAT YOU WOULD HAVE IF YOU WENT TO COURT ALSO MAY NOT BE AVAILABLE IN ARBITRATION

**XX. Other Terms.**

- A. Business Days.** Our Business Days are every day except for Saturday, Sunday, and any other day that banks in Arkansas or Tennessee are authorized by law to be closed.
- B. No Assignment.** The Debit Card and your obligations under this Agreement may not be assigned. The Bank may transfer its rights under this Agreement. Use of the Debit Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. The Bank does not waive its rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Tennessee except to the extent governed by federal law.
- C.** By activating the Debit Card or by retaining, using or authorizing the use of it, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a jurisdiction where the majority age is older); (ii) you are a U.S. citizen or legal alien residing in the fifty (50) states of the United States (“U.S.”) or the District of Columbia; (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information you provide to us in connection with the Debit Card is true, correct and complete; (v) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (vi) you accept the Debit Card.
- D.** The terms and conditions of this Agreement may be revised by posting a revised version in the Extra Platform or at <https://extra.app/>. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, the **Bank or Program Manager can implement such change without prior notice.**
- E.** **We may cancel or suspend the Debit Card or this Agreement at any time. You may cancel this Agreement by returning the Debit Card to the Bank. Your termination of this Agreement will not affect any of the Bank’s or Program Manager’s rights or your obligations arising under this Agreement prior to termination.**

## Exhibit 1

### Fees

ALL FEES	AMOUNT	DETAILS
<b>Get Started</b>		
Debit Card Purchase Fee	\$0.00	Fee charged to obtain the Debit Card
Debit Card Activation Fee	\$0.00	No fee charged for Debit Card Activation
Account Registration Fee	\$0.00	No fee charges for Account Registration
<b>Monthly Usage (not including Membership Fees)</b>		
Monthly Fee	\$0.00	No monthly fee charged
Weekly Fee	\$0.00	No weekly fee charged
<b>Add Money</b>		
Retail Load	N/A	N/A
MoneyGram Load	N/A	N/A
Western Union Reload	N/A	N/A
GreenDot Reload	N/A	N/A
Direct Deposit	N/A	N/A
Card-to-Card Transfer	N/A	N/A
Bank-to-Card Transfer	N/A	N/A
Cardholder-to-Cardholder Transfer	N/A	N/A
<b>Spend Money</b>		
Retail Unload	N/A	N/A
MoneyGram Unload	N/A	N/A
Western Union Unload	N/A	N/A
GreenDot Unload	N/A	N/A
POS PIN Debit Purchase	\$0.00	No fee charged for POS PIN Debit purchases

POS Signature Purchase	\$0.00	No fee charged for POS Signature Debit purchases
Bank Teller Withdrawal	N/A	N/A
Send Money	N/A	N/A
POS PIN Purchase (Declined)	\$0.00	No fee charged for POS PIN Purchase (Declined)
POS Signature Purchase (Declined)	\$0.00	No fee charged for Signature Purchase (Declined)
<b>Get Cash</b>		
ATM Withdrawal In-Network (US)	N/A	N/A
ATM Withdrawal Out-of-Network (US)	N/A	N/A
ATM Withdrawal (Declined)	N/A	N/A
<b>Information</b>		
Automated System Customer Service	\$0.00	No fee charged for Automated System Customer Service
Live Agent Customer Service Fee	\$0.00	No fee charged for Live Agent Customer Service
ATM Balance Inquiry	N/A	N/A
<b>Using your Debit Card outside the U.S.</b>		
ATM Withdrawal (Int'l)	N/A	N/A
ATM Withdrawal (Declined) (Int'l)	N/A	N/A
POS PIN Debit Purchase (Int'l)	N/A	N/A
POS Signature Purchase (Int'l)	N/A	N/A
POS PIN Purchase (Declined) (Int'l)	N/A	N/A
POS Signature Purchase (Declined) (Int'l)	N/A	N/A
<b>Other</b>		
Inactivity Fee	\$0.00	No fee charged for Inactivity

Close Debit Card	\$0.00	No fee charged for closing Debit Card
Replace Debit Card	\$0.00	Fee charged to process and distribute a replacement Debit Card
Expedite Debit Card	N/A	N/A



**Exhibit 2**

**Transaction Limits**

<b>ALL LIMITS</b>	<b>AMOUNT</b>	<b>DETAILS</b>
<b>Spend Money</b>		
Daily maximum purchases amount	\$5,000.00	Total daily maximum of purchases
Daily maximum number of purchases	15	Total daily maximum of number of purchases
Maximum amount of purchase	\$5,000.00	Maximum amount for a single purchase