

Netevia Checking Terms and Conditions

Last updated: July 26, 2022

IMPORTANT – PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION (“ARBITRATION CLAUSE”) REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION AND WAIVING A RIGHT TO TRIAL BY JURY AND TO PARTICIPATE IN CLASS ACTIONS. YOU MAY REJECT THE ARBITRATION PROVISION BY SENDING US WRITTEN NOTICE WITHIN 30 DAYS AFTER YOUR FIRST CARD PURCHASE.

CUSTOMER SERVICE CONTACT INFORMATION:

Address: 3363 NW 163rd Ave, North Miami Beach FL 33160

Website: WWW.NETEVIA.COM

Toll-Free Customer Service Number: 1-855-479-4411

1. THE NETEVIA CHECKING PROGRAM

These Netevia Checking Terms of Service (this “Agreement”) are a commercial agreement between you and Sutton Bank, member of the Federal Deposit Insurance Corporation (“FDIC”) (the “Bank”), and contains the terms and conditions governing the Netevia Checking program (the “Netevia Checking Program”). You agree to be bound by this Agreement when you use your Card Account or the Card. You further agree that your Card Account can only be used for business purposes and not for any personal, household, or family purposes. If you do not wish to be bound by this Agreement, you should not activate or use your Card Account or Card. Please contact Netevia Customer Service (“Customer Service”) at 1-855-479-4411 if you wish to cancel the Card Account. Please read this Agreement carefully and keep a copy for future reference.

2. DEFINITIONS

The following definitions apply to this Agreement:

“Access Information” means a PIN, an online username, a password, challenge questions, or other security information used in accessing the Card Account.

“Bank” means Sutton Bank, member Federal Deposit Insurance Corporation (“FDIC”).

“Business Administrator” means any person Card Account Owner designates to administer the Card Account and act on Card Account Owner’s behalf in connection with this Agreement, including, without limitation, for purposes of funding the Card Account and using the Card.

“Business Day” means Monday through Friday, excluding holidays on which the Federal Reserve Bank of Cleveland is closed for business. Any references to “days” in this Agreement are calendar days unless indicated otherwise.

“Card” means the Mastercard-branded payment Card issued by a Bank that allows you to access the funds in your Card Account. As used in this Agreement, the term Card may refer to either a virtual card represented by a 16-digit account number or a physical card embossed with the same 16-digit number depending on the context.

“Card Account ” means the account between you and us established by this Agreement for the Netevia Checking Program.

“Card Account Owner” means the sole owner of the Card Account.

“Netevia” means Netevia, a non-bank provider of financial services that is not affiliated with Sutton Bank.

“Netevia Banking” means the Netevia Banking services offered by Netevia, including payment processing.

“We,” “us,” and “our” mean Bank and its successors, affiliates, and assignees.

“Website” means: www.Netevia.com

“You” or “your” means the Card Account Owner or the Business Administrator acting on behalf of the Card Account Owner.

Unless the context requires otherwise, terms defined above in singular tense include the plural.

3. FEE SCHEDULE

Below are the fees that apply to your Card Account. All fees will be deducted from your Card Account balance. If you do not have sufficient funds available to cover a given fee, the amount of that fee will be deducted as soon as you add funds to your Card Account.

Fee	Amount	Details
Monthly Fee	\$0.00	There is no monthly fee for this Card Account.
ATM Withdrawal Fee	\$0.00 charged by Netevia	Important: A fee will not be charged at ATM withdrawals made on the MoneyPass network. Netevia never charges an ATM withdrawal or balance inquiry fee, however you may be charged a fee by a third-party ATM operator.
	Third-party ATM operator fees may apply.	
Foreign Transaction Fee	\$0.00	Important: Use of your Card outside of the U.S. may be limited and subject to fluctuations in foreign currency exchange rates. See Section "Card Transactions in Foreign Currencies" below for additional information.
Overdraft Fee	\$0.00	Important: Netevia Checking does not allow you to overdraw your Card Account.

Card Use Fee	\$0.00	No fee is charged for using the Card.
Replacement Card	\$0.00	Card replacement shall be provided free of charge. See Section "Replacement Cards" for more details.
Card Account Closure	\$0.00	

4. IMPORTANT INFORMATION ABOUT OPENING A ACCOUNT

TO HELP THE GOVERNMENT FIGHT THE FUNDING OF TERRORISM AND MONEY LAUNDERING ACTIVITIES, FEDERAL LAW REQUIRES ALL FINANCIAL INSTITUTIONS TO OBTAIN, VERIFY, AND RECORD INFORMATION THAT IDENTIFIES EACH PERSON WHO OBTAINS A CARD ACCOUNT. ACCORDINGLY, WE WILL ASK YOU FOR CERTAIN INFORMATION, INCLUDING, BUT NOT LIMITED TO, YOUR NAME, ADDRESS, DATE OF BIRTH, SOCIAL SECURITY NUMBER, PHONE NUMBER, AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO REQUEST INFORMATION ABOUT THE BUSINESS FOR WHICH YOUR CARD WILL BE USED, INCLUDING, BUT NOT LIMITED TO, YOUR LEGAL ENTITY NAME, EMPLOYER IDENTIFICATION NUMBER, AND INFORMATION THAT IDENTIFIES ANY BENEFICIAL OWNERS OF YOUR LEGAL ENTITY.

To be eligible to open an Card Account you must: (a) agree to the Netevia Terms of Service and Netevia Privacy Notice, and Mobile Check Capture Terms of Service; (b) register with Netevia In the Netevia App, (the "App") for the Netevia Checking Program; (c) accept and agree to this Agreement; (d) be EITHER a U.S. citizen (or a legal resident with a U.S. tax ID number) of at least 18 years of age (or older if residing in a state where the majority age is older) and operate a business as a sole proprietor, or be a U.S. business entity with a U.S. employer identification number; and (e) provide to Netevia as our agent your name, date of birth, address, email address, social security number, username and password, legal entity name, employer identification number, beneficial owner information and such other personal or business information as we may request from time to time (collectively, "User Information"). We may also use other

methods of data collection such as device ID and geolocation data generated from your devices and other sources of data provided to us internally or through third parties to ensure the legitimacy of the User Information you provide. You also agree to promptly notify us of any changes to User Information. If you comply with the foregoing and we approve you, in our sole discretion, for an Card Account you will be issued a Card.

5. YOUR ACCOUNT

The funds in your Card Account balance are deposited by Netevia, which you hereby appoint as your agent, in a pooled account at Bank maintained by Netevia for the benefit of its customers. Those funds are held by Netevia as your agent and you are the ultimate beneficial owner of the funds. Those funds are eligible for FDIC insurance on a pass-through basis and do not pay any interest, meaning that your Card Account balance may be FDIC insured up to \$250,000. The availability of FDIC pass-through insurance is contingent upon Netevia maintaining accurate records and complying with FDIC requirements. The determinations of whether these requirements have been satisfied are made by the FDIC as receiver at the time of a receivership if the Bank should fail. Such coverage is subject to aggregation of all of your deposits held at the Bank in a particular FDIC ownership category. If the total funds you have at Bank exceeds FDIC insurance limits, the amount in excess of those limits could be lost if Bank should fail.

As your agent, Netevia will hold the funds in the pooled account separate from its corporate funds, will not use those funds for its corporate purposes or voluntarily make those funds available to its creditors in the event of bankruptcy or for any other purpose.

For further information about deposit insurance generally, you may write to the FDIC at 550 17th Street, N.W., Washington D.C. 20429, telephone the FDIC's toll-free hotline at 877-275-3342, or visit its website at www.fdic.gov.

6. DEPOSITING FUNDS

You may deposit funds to your Card Account in the following ways:

Add Money Deposits

“Add Money Deposits” are deposits you make using Mastercard Send®, Visa Direct, or similar third-party services provided by Netevia that allow you to send money from one account to another.

Payment Processing Deposits

“Payment Processing Deposits” are made when the payments you receive through Netevia Services are deposited automatically to your Card Account once those payments have been processed.

Direct Deposits

“Direct Deposits” are Automated Clearing House (“ACH”) funds transfers made using your Card Account and routing number.

Mobile Check Deposits

“Mobile Check Deposits” are deposits you make by submitting an electronic check through Netevia’s mobile check capture service (“Mobile Check Capture”). Mobile Check Deposits are subject to additional terms as set forth in the Mobile Check Capture Terms of Service available at www.Neteviaup.com/legal/general/checking-mobile-check-capture-terms. By using Mobile Check Capture, you hereby agree to the Mobile Check Capture Terms of Service.

Deposits can only be made using the above-described methods. We will not inbound wire transfers or cash mailed or otherwise delivered to us, including if delivered in person at a Bank branch or office. All Direct Deposits are provisional until we receive final settlement for entry.

We are not responsible for attempted deposits that are not submitted in accordance with this Agreement. We reserve the right to reject any deposit, or limit its size, for any reason, including possible fraud or suspicious activity, or because the identifying information for the named recipient does not match the information we have on file for you. We may return all or part of an attempted deposit to you or the sender. If a deposit is reversed because of suspected fraud or other circumstances, you agree that we may deduct the amount of the reversed transaction from your Card Account balance at any time and without notice. You agree to promptly repay any overdrafts resulting from such reversals.

Please consult the Fee Schedule in Section 3 of this Agreement to determine what fees will apply before making a deposit. The amount of applicable fees may vary depending on the type of deposit you are making.

7. DEPOSIT LIMITS

Limit Type	Limit Amount
Direct Deposit (via ACH)	\$2,000 to \$50,000 per day (depending on age of your Card Account).
Add Money Deposit	\$500 to \$2,000 per day (depending on age of your Card Account)

8. CARD LIMITS

Limit Type	Limit Amount
Maximum spend per transaction	\$2,000
Maximum aggregate spend per day	\$2,000
Maximum aggregate spend per week	\$10,000
Maximum aggregate spend per month	\$150,000
Maximum withdrawal at an ATM or POS device per transaction	\$400
Maximum aggregate withdrawal at an ATM or POS device per day	\$400
Maximum aggregate withdrawal at an ATM or POS device per month	\$5,000

9. FUNDS AVAILABILITY

- Add Money Deposits are generally available in your Card Account within fifteen (30) minutes of when you initiated the deposit.
- Payment Processing Deposits are generally available in your Card Account within fifteen (30) minutes of your authorization of the payment processed through Netevia Services.
- Direct Deposits to your Netevia Register account are available for Card transactions within one to two (1-2) Business Days from the Business Day on which such deposits are received as determined by the rules established by the National Automated Clearing House Association.
- Mobile Check Deposits are available as specified in the Mobile Check Capture Terms of Service.

Funds availability may be delayed for a longer period than described above if: (i) we suspect a deposit is the result of fraud or an unauthorized transfer; (ii) you have violated the terms of this Agreement, including by overdrawing your Card Account; or (iii) we experience a computer or communications equipment failure or other circumstances beyond our reasonable control, in which event we will advise you when to expect the affected funds to become available.

Deposits are subject to the limitations described in Section 7 of this Agreement.

10. NOTICE OF DEPOSITS

You may learn whether a deposit has been credited to your Card Account by viewing deposits located on the Netevia app

11. USING YOUR CARD

The Card may be used wherever debit cards bearing the Mastercard network brand (e.g. Visa or Mastercard) (“Card Network”) are accepted worldwide. You acknowledge and agree that the funds for use in Card transactions are limited to the funds in your Card Account which are not subject to hold. You are not authorized to use any funds added to your Card Account in error. Whenever you use your Card, we will determine at that time whether you have sufficient available funds in your Card Account to complete the requested transaction. Your Card Account has no overdraft or credit features, which

means that if you do not have sufficient funds, the transaction will be declined. You are responsible for knowing your available balance by checking The Netevia app. It is important for you to check your available balance before using your Card. Merchants are generally unable to see your Card Account balance and will not know whether you have sufficient available funds before you attempt the transaction you are requesting. Some merchants may permit you to pay for a portion of a transaction using your Card up to your available balance and pay the rest of the purchase amount using cash or a different card. Such payments are known as “split transactions” and are permitted by this Agreement if allowed by the merchant.

The Card is NOT a bank deposit account or a charge card that allows you to make purchases or obtain cash advances and pay for them later. The Card cannot be used for any online gambling, escort services, or any illegal transaction. We reserve the right to Netevia, suspend, or cancel your Card if we detect what we reasonably believe to be fraudulent, suspicious, or criminal activity or any activity inconsistent with this Agreement, or if we receive an attachment, garnishment, or court order or other legal process relating to your Card Account. The Card is our property and is non transferable. We may revoke or suspend use of your Card or Card Account at any time without cause or prior notice. You must cease using your Card immediately if it becomes expired or is revoked, and agree to return it to us, at your expense, upon request.

12. BUSINESS ADMINISTRATORS

By designating any individual as a “Business Administrator,” you acknowledge and agree that we are entitled to assume that all acts or omissions of such individuals are duly authorized acts or omissions, as applicable, taken or not taken on behalf of the Card Account Owner.

You must notify Customer Service to revoke any permission(s) of the Business Administrator or designate a different Business Administrator. Any revocation of such permission(s) or designation will be effective only after we have a reasonable period of time to process such a request.

13. DIGITAL WALLETS

You may elect to add your Card to one or more digital wallets supported by the Bank.

14. MERCHANT HOLDS

When you use your Card or Card number to initiate a transaction at certain merchant locations, website, or mobile applications such as hotels, restaurants, gas stations, and rental car companies, where the final purchase amount is unknown at the time of authorization, a hold may be placed on the available funds for an amount equal to or in excess of the final transaction amount. Those held funds will not be available until the merchant sends us the final transaction amount. Once we receive the final transaction amount, it may take up to seven days for the hold to be removed. Please be advised that you may experience difficulties using a Card at unattended vending machines, kiosks, and gas station pumps. If a physical Card is declined at a “pay at the pump” gas station even though the Card Account contains sufficient funds, you should pay for the purchase inside the station with the cashier. You may not use a virtual Card for making purchases at any vending machines, kiosks or gas station pumps.

15. NO STANDARD CHECK WRITING

Your Card Account does not include paper check-writing capabilities, so there is no way for you to make payments using a paper check.

16. OVERDRAFTS NOT PERMITTED

Overdrafts are not permitted, and we may close your Card Account, at our sole discretion, if it becomes overdrawn for any reason or in any amount. If a Card transaction or the reversal of a deposit creates an overdraft, you will be liable to us for the amount of the resulting negative balance. The amount of any overdrafts plus the amount of any applicable Overdraft Fees will be deducted from your next deposit to your Card Account. If you fail to add promptly sufficient funds in the amount of any overdrafts and, then to the fullest extent allowed by applicable law, you will be responsible for whatever reasonable costs we incur in collecting all amounts you owe under this Agreement, including our attorney fees and costs.

17. VIEWING YOUR ACCOUNT

You may view the current available balance of your Card Account together with a sixty (60) day history of your Card transactions and account transfer activity in the Netevia App. You will not receive paper statements.

18. YOUR REPRESENTATIONS AND WARRANTIES

By requesting, activating, or using your Card, you represent and warrant to us that:

- a. You have received a copy of this Agreement, agree to be bound by it, and understand that it is subject to change in accordance with applicable law;
- b. You and your business operate in accordance with applicable laws and are duly organized, validly existing, qualified and in good standing in all jurisdictions where you conduct business;
- c. All information that you provide to us in connection with this Agreement is true, correct and complete at the time of its submission;
- d. The person agreeing to this Agreement is a citizen or permanent resident of the United States and are at least 18 years of age (or older if residing in a state where the majority age is older);
- e. The person agreeing to this Agreement is either the Card Account Owner opening the Card Account as a sole proprietor for business purposes, or is a Business Administrator possessing all necessary organizational power and authority to act on the Card Account Owner's behalf;
- f. You will use your Card Account only for business purposes and not for any personal, family or household purposes.

19. CASH ACCESS

Once a PIN has been assigned, your Card may be used to obtain cash from any automated teller machine ("ATM") that bears the Mastercard®, Maestro®, or PULSE® Acceptance Mark. The Card may also be used to withdraw funds at a point of sale, as permitted by the merchant, if that merchant is using a POS device bearing the Mastercard® or PULSE® Acceptance Mark. Each merchant may establish limits as to how much cash you may obtain from a POS device at a single time or at a single location. Moreover, some of these services may not be available at all terminals or devices.

Your ability to withdraw funds from an ATM or POS device is subject to the following limits set forth in Section 8. Please note that we reserve the right to further restrict your ability to use your Card to obtain cash for security reasons.

When you use an ATM that is not owned by us, the owner or operator of that ATM or the network used may charge fees, including a fee for a balance inquiry, even if you do not complete a fund transfer. We are not responsible for such fees. The amount of the fees should be disclosed at the ATM. Any such fee will be deducted from the balance of your Card Account, along with the amount of your requested withdrawal.

20. CARD TRANSACTIONS IN FOREIGN CURRENCIES

If Card purchases are made in a currency other than in U.S. dollars, the amount will be converted by Mastercard into U.S. dollars. The applicable exchange rate will be selected by Mastercard from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Mastercard itself receives or the government-mandated rate. The exchange rate used on the central processing date may be different from the rate that was in effect on the date you performed the transaction. You will not be charged a foreign transaction fee by us or Netevia for transactions conducted at merchants located outside the United States or in a foreign currency.

21. TRANSACTION RECEIPTS

A receipt should be received for each Card transaction. You agree to retain, verify, and reconcile Card transactions against those receipts.

22. ELECTRONIC COMMUNICATIONS

To the extent permitted by applicable law, you consent to use electronic signatures and to electronically receive all records, notices, statements, communications, and other items for all services provided to you under this Agreement and in connection with your relationship with us (collectively, "Communications") that we may otherwise be required to send or provide you in paper form (e.g., by mail). By accepting and agreeing to this Agreement electronically, you represent that: (1) you have read and understand this consent to use electronic signatures and to receive Communications electronically; (2) you satisfy the minimum hardware and software requirements specified below; and (3) your consent will remain in effect until you withdraw your consent as specified below.

In order to ensure that we are able to provide Communications to you electronically, you must notify us of any change in your email address and your mobile device number or other text message address by updating your information in your account with Netevia.

We will attempt to communicate with you using only the most recent contact information you have provided to us. You agree that any Communication sent to you at an address contained in our records shall be effective unless we have received notice of an address change from you. You should print and save and/or electronically store a copy of all Communications that we send to you electronically. We accept no responsibility for any email messages you do not receive, or for any delay in the receipt or delivery of any email notifications. If you make your email account available to any other individual, you agree that you are responsible for the release of any of your account information to such individual.

23. WITHDRAWAL OF CONSENT FOR ELECTRONIC COMMUNICATIONS

Your consent to receive Communications electronically will remain in effect until you withdraw it. You may withdraw your consent to receive further Communications electronically at any time by writing to 3363 NW 163rd Ave, North Miami Beach FL 33160. If you withdraw your consent to receive Communications electronically, we will close your Card Account and you will no longer be able to use your Card. Any withdrawal of your consent to receive Communications electronically will be effective only after we have a reasonable period of time to process your withdrawal. Please note that your withdrawal of consent to receive Communications electronically will not apply to Communications electronically provided by us to you before the withdrawal of your consent becomes effective.

24. HARDWARE AND SOFTWARE REQUIREMENTS

In order to access and retain Communications and ensure that your Card Account operates properly, you must have: (1) an up to date and valid email address or phone number that you have access to; (2) a computer or other mobile device (such as tablet or smartphone) that operates on a platform like Windows or a Mac environment capable of supporting all of the following; (3) a connection to the Internet; (4) a Current Version of Safari, or Mozilla Firefox, Chrome, iOS, or Android ; (5) a Current Version of a program that accurately reads and displays PDF files, such as Adobe Acrobat Reader latest version; (6) for mobile devices, a recent device operating system that supports text messaging, downloading, and applications from the Apple App Store and Google Play Store; and (7) a printer to print out and save Communications in paper form or electronic storage space to retain Communications in an electronic form. "Current Version" means a version of the software that is currently being supported by its publisher.

25. CHANGES TO COMMUNICATIONS

We reserve the right, in our sole discretion, to communicate with you in paper form. In addition, we reserve the right, in our sole discretion, to discontinue the provision of electronic Communications or to terminate or change the terms and conditions on which we provide electronic Communications. Except as otherwise required by applicable law, we will notify you of any such termination or change by updating the Netevia E-Sign Consent page in the Netevia App or delivering notice of such termination or change electronically.

26. ALERTS

When using the App to communicate with us, you must provide a valid mobile device number or text message address in the App and verify such number or text message address as instructed by us. To verify your mobile device number or text message address, we may send you a code via text message to the mobile device number or text message address you provide, and you must enter that code as instructed by us. If you change your mobile device number or text message address, you must promptly provide and verify your new mobile device number or text message address.

If you provide your mobile phone number, other text message address or download the App to a mobile device, we will send you important transactional notices to the mobile number, text message address or to the notification center in the App. Third-party data and message fees may apply.

27. TELEPHONE MONITORING/RECORDING

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

28. OUR LIABILITY TO YOU

If we do not complete a transfer of funds to or from the Card Account on time or in the correct amount in accordance with this Agreement, we may be liable to you for the losses or damages. However, there are some exceptions. We will not be liable if: (a) through no fault of ours, you do not have enough available funds in the Card Account to perform the attempted Card transaction; (b) circumstances beyond our reasonable

control (such as fire, flood, water damage, power failure, strike, labor dispute, computer breakdown, telephone line disruption, or natural disaster) prevent or delay the transfer despite reasonable precautions taken by us; (c) the system, or point-of-sale terminal was not working properly and you knew of the problem when the attempted Card transaction was initiated; (d) funds in the Card Account are subject to legal process or are otherwise not available for transactions; (e) a merchant refuses to accept a Card; or (f) if we have reason to believe the subject transaction is unauthorized.

29. CONFIDENTIALITY AND PRIVACY

The privacy and security of non-public personal information is very important to us. We safeguard the information we collect regarding our business customers in a manner consistent with how we safeguard customer information for consumers. You agree that we may disclose information to third parties about you: (a) as necessary to effect, administer, or enforce a transaction requested or authorized by you; (b) with your consent; (c) to protect against or prevent actual or potential fraud, unauthorized transactions, or other liability; (d) to comply with government agency or court orders; or (e) as permitted and/or required by applicable law.

30. ACTIVATING YOUR CARD

You must activate any Card before it can be used. In the case of a physical Card, you must both activate the Card and set a PIN before it can be used (See Section 30 – Card and PIN Security). You may activate a virtual Card and a physical Card In the Netevia App or by calling Customer Service at 1-855-479-4411.

31. CARD AND PIN SECURITY

When selecting a PIN for a physical Card, you should not use numbers or words that appear as your date of birth, address, or social security number. You should memorize your PIN and not share it with anyone. You should never write your PIN on your Card or keep it in the same location as your Card. You should treat the Card with the same care as cash. Always protect the Card and keep it in a safe place. Do not send a Card number in an email or text message. Make sure Card and access information is secured with encryption when used to perform transactions over the Internet or wireless networks.

32. LOST OR STOLEN CARD OR COMPROMISED PIN

COMMERCIAL ACCOUNTS ARE NOT SUBJECT TO THE SAME LEGAL REQUIREMENTS FOR LOST/STOLEN CARDS THAT APPLY TO CONSUMER ACCOUNTS. Your Card Account is a commercial account that does not provide protections for lost or stolen Cards except as expressly stated in this Agreement. Please read the following carefully:

Cards should be treated like wallet cash. Until you report a Card as lost or stolen, you are fully responsible for all transactions, even if those transactions are unauthorized. Customer Service must be contacted IMMEDIATELY if you believe: (a) a Card has been lost or stolen, or (b) someone has gained unauthorized access to your PIN or any Access Information. Reporting a lost/stolen Card to Customer Service at 1-855-479-4411 by logging into the Netevia App to deactivate the Card Account is the best way to minimize possible losses. Failure to promptly notify us could result in your losing ALL of the money in the Card Account.

33. REPLACEMENT CARDS

The expiration date of a virtual Card is identified on the front of the Card. The expiration date of a physical Card is identified on the front of the Card. If there is a positive balance of funds in the Card-Card Account upon expiration of the subject Card and this Agreement is not in default, we may issue a new Card. We may also issue a new Card when the Card expires even if there are no funds in the Card Account. If a Card must be replaced for any reason, you should contact Customer Service at 1-855-479-4411.

34. UNAUTHORIZED TRANSACTIONS

COMMERCIAL ACCOUNTS ARE NOT SUBJECT TO THE SAME LEGAL REQUIREMENTS FOR THE RESOLUTION OF ERRORS THAT APPLY TO CONSUMER ACCOUNTS.

Your Card Account is a commercial account and does not provide protections for lost or stolen Card Accounts except as expressly stated in this Agreement. Please read the following carefully:

You should contact Customer Service at 1-855-479-4411 as soon as you believe any error, including as the result of an unauthorized transaction, has occurred and no later than sixty (60) days after the subject error was available for viewing in the Netevia App.

When you contact us, you will need to let us know: (a) your name and Card number; (b) why you believe there is an error and the dollar amount involved; and (c) when you believe the error took place. We will then attempt to resolve the error in a commercially reasonable manner. If you need further information regarding our error resolution process, please contact Customer Service.

If you believe that a Card transaction was unauthorized, you may contact customer support or send a message via the Netevia App.

34. DEATH OR INCAPACITY

If we have a reasonable belief that Card Account Owner has died or has become legally incompetent, we may place a hold on the Card Account and refuse to accept deposits or transfers or permit Card transactions or bank transfers until we know and have verified the identity of any successor. We will require proof of death or adjudication of incompetence (e.g., certified copy of court order, death certificate, or official record). Until we receive notice and any required proof of death or incompetence, we may act as if Card Account Owner is alive and competent. In the event we receive written notice from a personal representative, executor, administrator, conservator, or guardian purporting to represent you or your estate, we shall be entitled to rely on all information supplied and representations made in such written notice to the full extent permitted by applicable law.

35. UNCLAIMED PROPERTY

If your Card Account becomes inactive (e.g., if you do not use the funds in your account or access your account for a certain period of time), applicable law may require us to report the funds in your Card Account as unclaimed property. If this occurs, we may try to locate you at the address shown in our records. If we are unable to locate you, we may be required to deliver any funds in your Card Account to the applicable state as unclaimed property. The specified period of time to report and send funds in an inactive account to a state varies by state, but usually ranges between two and five years.

36. ASSIGNMENT

To the extent permitted by applicable law, we may assign this Agreement without your consent. You may not assign or transfer this Agreement without our prior written consent.

37. AMENDMENT

Subject to applicable law, we may add to, delete, or amend this Agreement at any time in our sole discretion without providing notice to you. We reserve the right, subject to applicable law, to deliver any notice of changes to existing terms or the addition of new terms to you by posting an updated version of this Agreement In the Netevia App or delivering notice of changes electronically. By continuing to use your Card, you agree to be bound by the updated terms.

38. ENTIRE TERMS

This Agreement constitutes the entire and sole agreement between you and us with respect to the subject matter herein and supersedes all prior understandings, arrangements, or agreements, whether written or oral, regarding the Card or Card Account.

39. SEVERABILITY AND WAIVER

If any provision of this Agreement is held to be invalid or unenforceable, such provision will be deemed to be modified to the minimum extent necessary to make it valid and enforceable and the rest of this Agreement will not be affected. We do not waive our rights by delaying or failing to exercise them at any time.

40. CANCELLATION AND SUSPENSION

To the extent permitted by applicable law, we may cancel or suspend your use of the Card, the Card Account, or this Agreement immediately, for any reason, and without giving you prior notice. You may cancel the Card Account or this Agreement at any time by notifying Customer Service at 1-855-479-4411. Cancellation or suspension of this Agreement will not affect any of our rights or your obligations arising under this Agreement before such cancellation or suspension occurred. In the event the Card Account is canceled, closed, or terminated for any reason, you may request the unused balance to be returned to you via a check to the mailing address we have in our records.

41. GOVERNING LAW

This Agreement will be governed by and construed in accordance with the laws of the State of Ohio, consistent with the Federal Arbitration Act, without giving effect to any principles that provide for the application of the laws of another jurisdiction.

42. CUTOFF HOURS

Instructions received by us on a weekend, holiday or after our cutoff hour on a business day may be treated and acted upon by us as if received on the next business day.

43. INDEMNIFICATION

You agree to defend, indemnify, and hold harmless us and our parents, subsidiaries, and other affiliated companies, and our and its employees, contractors, officers, and directors upon request against any and all claims, suits, damages, costs, lawsuits, fines, penalties, liabilities, and expenses (including, without limitation, reasonable attorneys' fees) that arise from your violation of this Agreement, applicable law, or any third-party rights, or your fraud or willful misconduct. We reserve the right to assume the exclusive defense and control of any matter subject to indemnification by you, in which event you will cooperate in asserting any available defenses.

44. NO WARRANTY OF AVAILABILITY OR UNINTERRUPTED USE

From time to time, services related to the Netevia Checking Program may be unavailable. When this happens, you may be unable to access In the Netevia App and you may be unable to use Cards assigned to them or obtain Card information. You should notify us immediately if any such interruptions occur. you agree that we will not be responsible for temporary interruptions in service due to maintenance In the Netevia App changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.

45. LIMITATION OF LIABILITY

We shall have no liability to you if we are unable to complete a Card transaction for any reason beyond our control. Except as otherwise expressly provided in this Agreement or as otherwise required by applicable law, we, our affiliates, and the parties with whom we

contract in order to offer the Cards, Card Account and related services are neither responsible nor liable for any indirect, incidental, consequential, special, exemplary, or punitive damages arising out of or relating in any way to this Agreement (as well as any related or prior agreement that you may have had with us).

46. NOTIFICATION OF CHANGES

You must notify Customer Service at 1-855-479-4411 if your postal address, email address, telephone number, or other contact information changes. Failure to do so may result in information regarding the Card or Card Account being delivered to the wrong person or Card transactions being declined. In such an event, we will not be responsible for any resulting misuse of funds available in the Card Account.

47. DISPUTE RESOLUTION BY BINDING ARBITRATION

For any and all controversies, disputes, demands, claims, or causes of action between you and us (including the interpretation and scope of this Section and the arbitrability of the controversy, dispute, demand, claim, or cause of action) relating to the Netevia Checking Program, Card Accounts, or this Agreement (as well as any related or prior agreement that you may have had with us), you and we agree to resolve any such controversy, dispute, demand, claim, or cause of action exclusively through binding and confidential arbitration and the terms of this Section . The arbitration will take place in the federal judicial district located in the borough of Manhattan, New York, New York, or in the alternative, may be conducted telephonically at your request. As used in this Section, “we” and “us” mean Bank and its subsidiaries, affiliates, predecessors, successors, and assigns and all of Bank’s employees, officers, directors, agents, and representatives. In addition, “we” and “us” includes any third party providing any product, service, or benefit in connection with the Card Accounts or this Agreement (as well as any related or prior agreement that You may have had with us) if such third party is named as a co-party with us in any controversy, dispute, demand, claim, or cause of action subject to this Section.

Arbitration will be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration will be conducted before one commercial arbitrator from the American Arbitration Association (“AAA”) with substantial experience in resolving commercial contract disputes. As modified by these Terms, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA’s Commercial Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively, the “Rules and Procedures”).

Notwithstanding this agreement to arbitrate, either party may seek emergency equitable relief in federal court if it has jurisdiction or, if it does not, in a state court located in the federal judicial district of your principal place of business residence in order to maintain the status quo pending arbitration, and each party hereby agrees to submit to the exclusive personal jurisdiction of the courts located within the federal judicial district of your principal place of business for such purpose. A request for interim measures will not be deemed a waiver of the obligation to arbitrate.

You agree to the following in connection with any arbitration: (a) no class or similar group arbitration will be permitted; (b) you cannot act as a private attorney general; (c) the arbitration will be confidential, and neither you nor we may disclose the existence, content, or results of any arbitration, except as may be required by law or for purposes of enforcement of the arbitration award; (d) subject to Section 45 (Limitation of Liability), the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; and (e) each party will pay its own attorneys' fees and expenses, unless there is a statutory provision that requires the prevailing party to be paid its fees and litigation expenses and the arbitrator awards such attorneys' fees and expenses to the prevailing party, and, in such instance, the fees and costs awarded will be determined by the applicable law.

Without limitation to the foregoing, you understand and agree that, by accepting these Terms you are waiving your rights to:

- PURSUE REMEDIES IN A CLASS OR COLLECTIVE ACTION;
- A TRIAL BY JURY; and
- HAVE A COURT RESOLVE ANY DISPUTE.

(ii) the This Arbitration Clause shall survive: (i) the termination of this Agreement; (ii) the bankruptcy of any party; and (iii) any transfer, sale or assignment of your Card, or any amounts owed on your Card, to any other person or entity. With the exception of subparts (a) and (b) of this Section (prohibiting arbitration on a class or collective basis), if any part of this arbitration provision is deemed to be invalid, unenforceable, or illegal, or otherwise conflicts with the Rules and Procedures, then the balance of this arbitration provision will remain in effect and will be construed in accordance with its terms as if the invalid, unenforceable, illegal or conflicting part was not contained herein.