

Albert Cash Account Agreement

Account agreement / Terms & conditions

July 2, 2024

IMPORTANT – PLEASE READ CAREFULLY:

ARBITRATION NOTICE: UNLESS YOU OPT OUT OF ARBITRATION WITHIN 30 DAYS OF THE DATE YOU FIRST USE YOUR CARD OR ACCOUNT (AS DEFINED IN SECTION 1 BELOW), WHICHEVER OCCURS FIRST, BY FOLLOWING THE OPT-OUT PROCEDURE SPECIFIED IN THE “DISPUTE RESOLUTION BY BINDING ARBITRATION” SECTION BELOW, AND EXCEPT FOR CERTAIN TYPES OF DISPUTES DESCRIBED IN THE “DISPUTE RESOLUTION BY BINDING ARBITRATION” SECTION BELOW, YOU AGREE THAT ANY CLAIMS, CAUSES OF ACTION, REMEDIES AND DISPUTES BETWEEN YOU AND SUTTON BANK, INCLUDING ALBERT AND OUR OTHER SERVICE PROVIDERS, RELATING TO THIS AGREEMENT, YOUR CARD OR ACCOUNT WILL BE RESOLVED BY BINDING, INDIVIDUAL ARBITRATION AND YOU ARE WAIVING YOUR RIGHT TO A TRIAL BY JURY OR TO PARTICIPATE AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS ACTION OR REPRESENTATIVE PROCEEDING.

AS A CONDITION OF THE ACCOUNT, YOU MUST CONSENT TO AND HAVE THE ABILITY TO RECEIVE ELECTRONIC DISCLOSURES. IF YOU WITHDRAW THAT CONSENT AT ANY TIME, WE WILL CLOSE YOUR ACCOUNT AND SEND YOU YOUR REMAINING ACCOUNT BALANCE AFTER ANY PENDING TRANSACTIONS HAVE CLEARED.

Customer service contact information:

Address: 440 N Barranca Ave #3801 Covina, CA 91723

Website: www.albert.com

Toll-Free Customer Service Number: 844-891-9309

1. AGREEMENT

This Albert Cash Account Agreement is a Demand Deposit Account Agreement (“**Agreement**”), which includes the Fee Schedule and any amendments or additional disclosures we may provide to you, is a contract between you, the accountholder, and Sutton Bank, an insured bank chartered under the laws of the state of Ohio (Sutton Bank or “**Bank**,” also referred to as “**we**” or “**us**”).

Sutton Bank is not affiliated with Albert Corporation (“**Albert**”). Albert is a service provider to the Bank for certain purposes in providing the Account and Card to you.

This Agreement states the terms and conditions governing your FDIC insured Albert Cash Demand Deposit Account (“**Account**”), including the related debit card. The debit card may be either a plastic card or a number to be used in making remote transactions (in either case, the “**Card**”). The Account allows you to deposit funds you receive from Albert into an FDIC insured bank account. We do not issue any of the other Albert branded products or services discussed in this Agreement, including Albert Instant. The headings used throughout this Agreement are provided solely for your convenience, and do not define or modify the meaning of any term. Please keep a copy of this Agreement for future reference.

BY ACTIVATING YOUR CARD OR USING THE ACCOUNT IN ANY WAY, YOU REPRESENT THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND OUR PRIVACY POLICY. PLEASE VISIT <https://albert.com/terms/banking/cardholder-agreement-dda/> (THE “**WEBSITE**”) TO VIEW, PRINT, AND SAVE THIS AGREEMENT AND https://www.suttonbank.com/_kcms-doc/85/49033/WK-Privacy-Disclosure-1218.pdf TO VIEW, PRINT, AND SAVE OUR PRIVACY POLICY. IF YOU DO NOT AGREE TO BE BOUND BY THIS AGREEMENT, DO NOT USE THE ACCOUNT.

This Agreement is made under Ohio law, and is subject to Ohio law except to the extent governed by federal law, including the Federal Arbitration Act. If any portion of this Agreement is found unenforceable, the rest of the Agreement, without the unenforceable term or terms, will continue in full force and effect. Except for Claim (as defined below) subject to arbitration under Section 43 (the “Arbitration Clause”), 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 Agreement that are not subject to arbitration or to any proceeding to enforce the Arbitration Clause or to confirm or vacate an arbitration award.

2. DEFINITIONS

Below are some other important terms used in this Agreement:

“**ACH**” or “**Automated Clearing House**” refers to automatic payments transferred to your account through an automated clearing house network, including Direct Deposits.

“**Albert**” refers to Albert Corporation and has the meaning given to that term in the Albert’s Terms of Use located at <https://albert.com/terms>.

“**Albert App**” means the app offered and maintained by Albert that allows you to receive Instant Advance, Instant overdraft coverage, and other financial products and services offered by Albert.

“Albert Check Send” means the service offered by Albert on the Albert App that allows you to pay third parties by check using funds from your Account.

“Albert Remote Deposit Capture” means the service offered by Albert on the Albert App that allows you to scan a check and have the check funds deposited to your Account as a Direct Deposit.

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

“Available Balance” means the amount of money in your Account that is available for immediate use or withdrawal.

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

“Card PIN” means the personal identification number that you assign to your Card using the Albert App.

“Card Network” means the applicable payment card network brand.

“Check” means a legal document directing a bank to pay a specific sum of money to the named recipient upon demand.

“Direct Deposit” means a deposit made to your Account through an ACH network.

3. FEE SCHEDULE

All Fees	Amount	Details
Get started		
Card purchase	\$0	There is no fee.

Monthly Usage

Monthly Fee	\$14.99	This is the Albert Genius subscription fee.
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Add Money

Direct Deposit	\$0	There is no fee.
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Get Cash

Domestic ATM Withdrawal (in-network)	\$0	“In-network” refers to the Allpoint ATM Network.
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Domestic ATM Withdrawal (out-of-network)	\$3.50	“Out-of-network” refers to all the ATMs outside of the Allpoint ATM Network. This is our fee. You
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may also be charged a fee by the ATM operator, even if you do not complete a transaction.

ATM Decline Fee	\$0	This is our fee. You may also be charged a fee by the ATM operator.
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Cash Back at Point of Sale	\$0	This is our fee. Retailers may charge additional fees.
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Information

ATM Balance Inquiry	\$0	This is our fee. You may also be charged a fee by the ATM operator.
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Using Your Card Outside the U.S.

Foreign Currency Fee	0%	Of the U.S. dollar amount of each transaction done in a foreign country and/or foreign currency. Only for a DD Account (as defined below).
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International ATM Withdrawal	\$3.50	This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction.
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International ATM Balance Inquiry	\$0	This is our fee. You may also be charged a fee by the ATM operator.
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International ATM transaction decline	\$0	This is our fee. You may also be charged a fee by the ATM operator.
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Other

Inactivity Fee	\$0	There is no inactivity fee for the card.
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Replacement Card (Standard Delivery)	\$0	Per replacement card ordered.
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ACH Transfer (Standard Transfer)	\$0	There is no fee charged by Albert. You may be charged a fee by your external account.
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Direct Transfer (Direct Transfer Feature)	\$4.99	This is our fee. You may also be charged a fee by your external account(s). Transfers are typically completed within seconds but may take longer.
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4. ACCOUNT OPENING

Important Information About Opening An 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 an 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 driver's license or other identifying documents. We may also request additional identifying information and documentation from time to time in connection with your access to certain Account features, functionality, or services.

After your Account is opened, we may ask again to see a copy of your driver's license or other identifying documents if we deem it necessary to verify your identity, address, or transactions on your Account. If we ask for specific identifying documents, we will have the right to immediately close or suspend your Account if those specific documents are not provided.

5. ADDRESS AND NAME CHANGES

You are responsible for notifying Albert, our service provider, of any change in your name, physical address, phone number, 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 we have on file for you. 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 Albert for 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 Account information to that individual.

6. ACCOUNT OWNERSHIP AND USE

Individual Ownership

You agree that your 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 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 Account will become part of your estate, and ownership of your funds will not transfer by operation of this 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 Account, which we may deduct from your Account without notice to you or estate, as applicable.

Personal Use

Your Account is intended solely for your personal use, and you agree not to use it for any business purpose.

7. DEPOSITING FUNDS TO YOUR ACCOUNT AND FDIC INSURANCE

You may deposit funds to your Account in the following ways and no other:

Remote Check Capture

You may use the Albert Remote Check Capture feature on your Albert App to convert paper checks to Direct Deposits to your Account. Please refer to your Albert's Terms of Use for additional information on enabling this feature on your Albert App. Albert Remote Check Capture is the only available mean for depositing paper checks to your Account and you cannot make such deposits at an ATM.

Other Deposits

You may arrange with us or your bank, your employer, or other third parties to have funds deposited via ACH or other electronic transfer or automatically to your Account as Direct Deposits.

All deposits to your Account must be made using the methods for making deposits described above. Sutton Bank 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 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.

FDIC Insurance

The funds in your Account are held in a pooled account at Bank. Those funds are eligible for FDIC insurance up to \$250,000 on a pass-through basis and do not pay any interest. FDIC deposit insurance coverage only protects against the failure of Bank and not of Albert. The availability of FDIC insurance is contingent upon Albert 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 in accordance with applicable law.

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.

8. DEPOSIT LIMITS AND MAXIMUM PERMITTED ACCOUNT BALANCE

You may deposit up to \$25,000 within a 30-day period up to a maximum permitted Account balance of \$30,000 using any one method or combination of methods for making deposits described in Section 7. Please note the \$25,000 limit applies to the amount you can deposit or transfer into your Account, between Services, and external accounts.

9. FUNDS AVAILABILITY

Funds deposited in any of the ways described in Section 7 will generally be available for use within three (3) to seven (7) Business Days from when 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 11 below), even if you have already spent the funds.

If your employer or other sender of recurring Direct Deposits notifies us about a transmission error or other problem with their systems, your access to the affected deposit or deposits may be delayed. In general, you should have access to such funds within five (5) Business Days, depending on how quickly the problem is resolved.

10. NOTICE OF DEPOSITS

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

11. SUBSEQUENT REVERSALS OF DEPOSITS

If you make a Direct 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 Account even if you have already spent them. You agree to pay us the amount of any and all reversed or returned deposits by deducting the applicable funds from your 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.

12. OVERDRAFTS

The only way you may cover transactions that draw more than the balance available in your Account is to opt-in to Albert Instant Overdraft Coverage (“**Albert Instant**”) feature and qualify for Albert Instant from Albert. Your eligibility and requirements to use Albert Instant and any amount(s) available to advance thereunder are determined by Albert at its sole discretion and not by the Bank as Albert, not Bank, provides funding for any such amounts. Albert Instant on this Account is permitted only if you expressly consent to and qualify for Albert Instant, pursuant to its terms and conditions as described in Albert’s Terms of Use and in the Albert App, including applicable fees. If you do not expressly opt-in to Albert Instant and meet the applicable eligibility requirements, then we may close your Account in our sole discretion if it becomes overdrawn for any reason or in any amount. This means that you are not permitted to create a negative Account balance, including by overspending using your Card other than as expressly set forth in Albert’s Terms of Use and in the Albert App. It is your responsibility to know whether you have sufficient available funds in your Account before using your Card or authorizing a preauthorized debit. If a transaction exceeds your Account balance and causes your Account to be overdrawn, including because the retailer or merchant does not request authorization for a Card transaction or your available Account balance is insufficient to cover a preauthorized debit, you may be liable to us for the amount of that transaction. Your Account may also become overdrawn if a deposit is reversed. The amount of any overdrafts will be deducted from your Account as soon as funds are available. If you fail to add promptly to your Account sufficient funds in the amount of any overdrafts (other than draws that are elected to be covered in connection with Albert Instant), 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 Agreement, including our reasonable attorney fees and costs. You may not use your Account while it is in overdrawn status, unless elected to cover your overdrafts in connection with Albert Instant, and use of your Account will remain suspended until you have restored a positive Account balance.

13. WITHDRAWALS AND OTHER TRANSACTION LIMITS

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

Withdrawal Type	Limit	Frequency
Albert Check Send. Your ability to write checks on your Account is limited to using Albert Check Send. You acknowledge there is no float period for checks drawn using Albert Check Send. Whenever you request an Albert Check Send payment, we immediately place a hold on your deposit funds in the full amount of the transaction. Those held funds should be considered	\$5,000	Per check
	\$5,000	Per week

spent, regardless of whether your Albert Check Send payment has cleared yet.

Point-of Sale (POS) Purchase Transactions. You may make POS purchase transactions using your Card.	\$5,000	Per purchase
	\$25,000	Per month
ATM withdrawals. You may withdraw funds using your Card at ATMs within the United States.	\$500	Per day
	\$3,000	Per month
International ATM withdrawals. You may withdraw funds using your Card at ATMs outside the United States.	\$250	Per day
	\$1,500	Per month
Preauthorized debits. You may use the 13-digit number assigned to your Account in allowing preauthorized direct debits to be made to third parties from your Account, including merchants or Internet service or other utility service providers.	Up to your available Account balance	Unlimited

Transfer limits for direct transfers. You may transfer funds from your Albert Cash Account using the direct transfer feature subject to the following transfer limits: (1) up to \$500 per day; (2) up to \$2,000 per week; and (3) up to \$5,000 a month (collectively, the “**Transfer Limits**”). The Transfer Limits that are applicable to your Account may be lower so please refer to the Albert App for your specific Transfer Limits. The number of such transfers in a 24-hour period is limited to twenty (20), and the minimum amount you may request for direct transfers is \$10. All limits and minimums set forth herein are subject to change in Albert’s sole discretion. Transfers can be declined for reasons other than the limits and minimums described herein.

14. ELECTRONIC COMMUNICATIONS

YOU AGREE TO ACCEPT ELECTRONIC COMMUNICATIONS INCLUDING ALL RECORDS, NOTICES, AND STATEMENTS, STATEMENTS WHEN YOU AGREE TO BE BOUND BY THIS AGREEMENT OR USE THE ACCOUNT IN ANY WAY. By accepting and agreeing to receive electronic communications, you represent that: (1) you have read and understand this consent and have the necessary hardware and software to receive communications electronically, and (2) agree that your consent will remain in effect until it is withdrawn.

You may withdraw your consent to receive further communications electronically at any time by contacting Albert at consent@albert.com or via mail at the customer service address listed in the preamble of this Agreement. If you withdraw such consent, we reserve the right to close your Account and mail you your remaining Account balance. Any withdrawal of consent to receive communications electronically will be effective only after we have a reasonable period of time to process your withdrawal request. Please note that your withdrawal of consent will not apply to any Communications electronically sent to you before your withdrawal request has been processed.

15. STATEMENTS

We will make a monthly account statement available to you electronically for any monthly cycle in which you have transactions on your Account, and in no event less than on a quarterly basis. The specific dates covered by your Account statement will be shown on the statement. If you require a paper copy of your statement you may request it through the customer service contact information listed in the preamble of this Agreement. You agree to pay the Paper Statement Fee shown on the Fee Schedule.

16. RECEIPT OF CARD AND ACTIVATION

Once you have successfully registered your debit card, we will mail you a plastic, personalized Card with your name on it. We will mail the card to the mailing address we have on file. When you receive the personalized card, you will need to activate it and choose a personal identification number, or PIN. You can do this by following the instructions that you will receive with the card. Each personalized card issued to you, and must be signed immediately upon receipt. Cards may be activated by following the instructions in the Albert App. **YOU CANNOT USE YOUR PERSONALIZED CARD TO PERFORM TRANSACTIONS UNTIL YOU HAVE ACTIVATED YOUR PERSONALIZED CARD AND SELECTED A PERSONAL IDENTIFICATION NUMBER (“PIN”), IF APPLICABLE, PURSUANT TO THIS AGREEMENT.**

The front side of each personalized card will have a stated expiration date. The card will expire, in accordance with applicable law, on that expiration date. If your Account is in good standing we will issue you a new personalized card when your Card expires. Any personalized 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 that if it has been revoked or has expired, and you must return your revoked Card to us upon demand. You are required to notify Albert promptly if your Card is lost or stolen.

17. CARD USE

You may use your Card to purchase or lease goods or services anywhere Mastercard® debit cards are accepted. 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. You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days. 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, 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 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) business days for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.

18. UNAUTHORIZED CARD ACTIVITY

Your Card is intended for 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 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 Account. 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.

19. CARD PIN

You will select your PIN during the registration process or when activating your card in the Albert 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 Albert immediately following the procedures in the Section 31 (Your Liability for Unauthorized Transfers).

20. CARD REFUNDS AND RETURNS

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds and agree to the refund policy of that merchant. 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 on the Card for seven (7) business days. Neither the Bank, the Card Network, the Processor 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.

21. CARD REPLACEMENT

If you need to replace your Card for any reason, please contact Albert through the customer service contact information listed in the preamble of this Agreement to request a replacement Card. 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 conduct an investigation into the validity of any request. It may take up to thirty (30) days to process a request for a replacement Card although we will endeavor to provide you with a replacement Card on as timely a basis as is reasonable under the circumstances.

22. CARD EXPIRATION

The Card is valid through the expiration date shown on the front of the Card, except where prohibited or modified by applicable law. The Card will expire, in accordance with applicable law, on that expiration date. The funds associated with the Card do not expire. You will not be able to use your Card after the expiration date; however, you may request a replacement Card at no cost to you by following the procedures stated in Section 21 (Card Replacement). The new Card will have a value equal to the remaining balance of the expired Card.

23. FOREIGN CURRENCY TRANSACTIONS

You may only make a transaction with your Card outside of the 50 United States and District of Columbia if you have received a qualifying direct deposit in your account during the applicable time period (a “DD Account”). If you do not have a DD Account at the time of such transaction, then such transaction will be rejected.

Subject to the terms set forth herein, 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.

24. 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.

25. REPRESENTATIONS AND WARRANTIES

You represent and warrant that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or lawfully residing in the U.S., Puerto Rico, or the District of Columbia (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 received a copy of this Agreement and our Privacy Policy and agree to be bound by and to comply with its terms; and (vi) you accept the terms of this Agreement.

26. DISCLAIMER OF WARRANTIES

EXCEPT FOR ANY EXPRESS WARRANTIES WE PROVIDE IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE CARD OR RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

27. LIMITATION OF LIABILITY

WE WILL NOT BE LIABLE TO YOU FOR: DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, OR RIOTS; THE FAILURE OF MERCHANTS TO HONOR THE CARD; THE FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES; COMMUNICATION SYSTEM FAILURES; OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, OR ANY PAYMENT SYSTEM. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE REQUIRED BY LAW. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOUR RECOVERY FOR ANY ALLEGED NEGLIGENCE OR MISCONDUCT BY US SHALL BE LIMITED TO THE TOTAL AMOUNT IN YOUR ACCOUNT.

28. UNCLAIMED PROPERTY

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

29. CONFIDENTIALITY

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

- (1) Where it is necessary or helpful for completing transactions;
- (2) In order to verify the existence and condition of your Account for a third party, such as a merchant;
- (3) In order to comply with government agency, court order, or other legal or administrative reporting requirements;

- (4) If you consent by giving us your written permission;
- (5) To our employees, auditors, affiliates, service providers, or attorneys as needed;
- (6) In order to prevent, investigate or report possible illegal activity;
- (7) In order to issue authorizations for transactions on your Card;
- (8) As permitted by applicable law; or
- (9) Otherwise as necessary to fulfill our obligation under this Agreement.

Please see our Privacy Policy, available at <https://www.suttonbank.com/ /kcms-doc/85/49033/WK-Privacy-Disclosure-1218.pdf>, for further details.

30. OUR LIABILITY FOR FAILURE TO COMPLETE TRANSFERS

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 funds available in your Account to complete a Card transaction;
- (2) If a merchant refuses to accept your Card;
- (3) If an ATM where you are making cash withdrawal does not have enough cash;
- (4) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- (5) If access to your Account has been blocked after you reported your Card lost or stolen;
- (6) If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- (7) If we have reason to believe the requested transaction is unauthorized;
- (8) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
- (9) For any other exception stated in our Agreement with you or by applicable law.

31. YOUR LIABILITY

Tell Albert, our service provider, AT ONCE if you believe your Card, PIN or Account number has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission using information from your check. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. You may call Albert at 844-891-9309 or email support@albert.com. If we are notified within 2 business days after you learn of the loss or theft of your Card, PIN or Account number, you can lose no more than \$50 if someone used your Card, PIN or Account number without your permission. If we are not made aware within 2 business days after you learn of the loss or theft of your Card, PIN or Account

number, and we can prove we could have stopped someone from using your Card, PIN or Account number without your permission if we had been notified, you could lose as much as \$500. Also, if your statement shows transfers that you did not make, including those made by card, code or other means, tell Albert at once. If you do not tell Albert 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 we had been notified in time. If a good reason (such as a long trip or a hospital stay) kept you from telling Albert, we will extend the time periods.

Your liability for use of your Card without your permission may be lower than that described above under special Mastercard® rules. If your Card is used in connection with an unauthorized transaction, your liability for such unauthorized use will not exceed \$0 if (i) you reported the loss or theft of your Card to Albert, and (ii) you did not act grossly negligent or fraudulently in handling your Card. In all other cases, the rules summarized in the paragraphs above in this section apply. If your Card has been lost or stolen please notify Albert immediately and we will inactive your Card and send you a replacement Card at no charge. In some cases, we may close your Account to keep losses down. Upon your request, we may provide you with a replacement Card.

You may also be entitled to additional protections from Mastercard, if eligible.

32. AMENDMENT AND CANCELLATION

We may amend or change (including, without limitation, by adding to, or removing any part of) the terms and conditions of this Agreement at any time by posting the amended or changed Agreement on Albert's website at <https://albert.com>. You will be notified of any such amendment or change prior to its effective date if required by law, but otherwise, any such amendment or change shall be effective upon such posting to that website. The current Agreement is available at <https://albert.com/terms/banking/cardholder-agreement-dda/>. 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, we can implement such change without prior notice. We may cancel or suspend your Account at any time. You may cancel this Agreement by contacting Albert's Customer Service. Upon cancellation of your Account, we will continue to honor Card transactions you have made up until your cancellation is processed in accordance with this Agreement, which may take up to forty-five (45) days following the cancellation of your Account, during which regular fees will apply. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.

In the event that your Account is cancelled, closed, or terminated for any reason, you may request the unused 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 reserves the right to refuse to return any unused balance amount less than \$1.00. Any request for a return of funds shall be processed within a reasonable period of time after your request.

33. TAXPAYER IDENTIFICATION NUMBER; BACKUP WITHHOLDING/TIN CERTIFICATION

Federal law required 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), for legal entities, this is your Employer Identification Number (EIN). If you are a sole proprietor or a single owner limited liability company, you may use your SSN or EIN in accordance with applicable law.

Federal tax law may require us to report to the Internal Revenue Service (IRS) interest and other payments we make to you from time to time, and to include your TIN. Therefore, we require you to provide us with your TIN and to certify that it is correct. In some circumstances, federal law requires us to withhold and pay to the IRS, on your behalf, a percentage of the interest earned on funds in your account(s) as federal income tax. This is known as backup withholding. Backup withholding taxes are sent to the IRS and cannot be refunded by us. We will not have to deduct backup withholding from your interest if, when you open your account, you certify your TIN and certify that you are not subject to backup withholding. There are special rules if you do not have a TIN but have applied for one, if you are a foreign person, or if you are exempt from the reporting requirements. We may subsequently be required to begin backup withholding if the IRS informs us that you supplied an incorrect TIN or that you underreported your interest income.

34. ACCOUNT ADJUSTMENTS

We may make adjustments to your Account 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 Account by mistake or otherwise, we may correct the situation by deducting the amount of the deposit or transfer from your 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 Account at that time, your Account could become overdrawn. See the "Overdrafts" section above for more information about what could occur if your Account has a negative balance.

35. RIGHT TO SETOFF

We have a legal right to use the money in any of your 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 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 Agreement to pay the debt by using the money from any of your 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 set off. We may setoff the funds in your 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 account or asset owners) having the right of withdrawal in the 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 accounts to pay the debt even if our withdrawal of the money from your accounts results in a loss of interest, an interest penalty, dishonor of checks, or transaction charges. You understand and agree that any such transaction charges will be in addition to any fees assessed to your account for insufficient funds. Additionally, you understand that you may be subject to monetary penalties if a certificate of deposit (time deposit), which has not matured, must be liquidated to cover any overdraft. 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.

36. YOUR RIGHT TO DISPUTE ERRORS

In case of errors or questions about your electronic transactions, by texting [639-37](tel:639-37), calling [844-891-9309](tel:844-891-9309), or emailing support@albert.com if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your Account, if the error could be viewed in your electronic history, or the date the FIRST written history on which the error appeared was sent to you. You may request a written history of your transactions at any time by texting [639-37](tel:639-37), calling [844-891-9309](tel:844-891-9309), or emailing support@albert.com. You will need to provide:

1. Your name, Account Number, and Card Account number (if applicable).
2. Describe the 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.
3. Tell us the dollar amount of the suspected error.

If you provide this information orally, you may be required to send your complaint or question in writing within ten (10) business days.

A determination of whether an error occurred will be made within ten (10) business days after your notification and any error will be corrected promptly. If more time is needed, however, it may take up to forty-five (45) days to investigate your complaint or question. If there is an investigation, your Account will be credited 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. For new Accounts, it may take up to twenty (20) business days to credit your Account for the amount you think is in error. If you are asked to put your complaint or question in writing and you do not provide it within ten (10) business days, your Card may not be credited.

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

You will be notified the results within three (3) business days after completing the investigation. If it is decided that there was no error, you will receive a written explanation. Copies of the documents used in the investigation may be obtained by contacting Albert at the phone number or address listed at the beginning of this section. If you need more information about our error-resolution procedures, by texting [639-37](tel:639-37), calling [844-891-9309](tel:844-891-9309), or emailing support@albert.com.

37. NO WARRANTY OF UNINTERRUPTED USE

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

38. WEBSITE AVAILABILITY

Although considerable effort is expended to make Albert's website and other operational and communications channels available around the clock, there are no warranties that these channels to be available and error free every minute of the day. You agree that neither we nor Albert will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall we or Albert be liable for extended interruptions due to failures beyond our or Albert's 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 Albert's website and its use. You will not violate any laws, interfere or disrupt computer networks, impersonate another person or entity, violate the rights of any third party, stalk, threaten or harass anyone, gain any unauthorized entry, or interfere with the website's systems and integrity.

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

39. ENGLISH LANGUAGE CONTROLS

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

40. CUSTOMER SERVICE

For customer service or additional information regarding your Card, please contact Albert through the customer service contact information listed in the preamble of this Agreement.

Customer Service agents are available 24/7 for support via text and email.

41. 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 Albert to assure the quality of our customer service or as required by applicable law.

42. ENTIRE UNDERSTANDING

This Agreement sets forth the entire understanding and agreement between you and us, whether written or oral, with respect to its subject matter and supersedes any prior or contemporaneous understandings or agreements with respect to their subject matter.

43. DISPUTE RESOLUTION BY BINDING ARBITRATION

BY USING YOUR CARD OR ACCOUNT, YOU AGREE THAT YOU HAVE READ THIS SECTION CAREFULLY AND UNDERSTAND THAT IT LIMITS YOUR RIGHTS IN THE EVENT OF A DISPUTE BETWEEN YOU AND US. FOR THE PURPOSES OF THIS SECTION, "WE," "US," OR "OUR" SHALL REFER TO THE BANK, ITS SERVICE PROVIDERS, INCLUDING ALBERT, AND EACH OF THEIR RESPECTIVE SUCCESSORS, AFFILIATES OR ASSIGNEES. YOU UNDERSTAND THAT YOU HAVE THE RIGHT TO REJECT THIS PROVISION AS PROVIDED IN THE SECTION ENTITLED "OPT OUT OF ARBITRATION" BELOW.

Initial Dispute Resolution

Subject to your right to dispute errors as set forth in Section 36, before submitting a claim for arbitration in accordance with this arbitration provision, you and we agree to try, for 60 days, to resolve any Dispute informally. Any party wishing to bring a claim agrees to provide a notice of the Dispute to the other party(ies), which shall include the sender's name, address and contact information, the facts giving rise to the Dispute, and the relief requested. The notice shall be for an individualized claim specific to the individual bringing the claim. Any notice to us shall be sent to arbitration@albert.com or regular mail at Attn: Albert Corp, 440 N Barranca Ave #3801 Covina, CA 91723. Any notice sent to you will be sent to the most recent email address Albert has in its records for you. Once the notice is received by the other party(ies), you and we agree to participate and negotiate (personally and, if you and we are represented, with counsel) in good faith about the Dispute for sixty (60) days. This personal participation includes a telephone settlement conference between you and us if it is requested by the party that receives the notice.

If the Dispute is not resolved within sixty (60) days after receipt of the notice (or a longer period agreed to by the parties), you or we may initiate an arbitration or a small claims court proceeding in accordance with this arbitration provision.

None of the parties may initiate an arbitration or a small claims court proceeding unless that party has fully complied with this section. If any party violates this section, a court of competent jurisdiction has the authority to enjoin the prosecution of the arbitration or small claims court proceeding, and, unless prohibited by law, no arbitration administrator may accept or administer such arbitration or assess arbitration fees in connection with such arbitration. A party may elect to raise, and seek monetary relief in connection with, non-compliance with this section in arbitration or small claims court.

Agreement to Arbitrate

You and we agree that without prejudice to your right to dispute errors under the procedures in Section 36, and subject to the initial dispute resolution process described above and the exceptions described in this paragraph below, the sole and exclusive forum and remedy for resolution of a Dispute shall be final and binding individual arbitration pursuant to this section entitled "Dispute Resolution by Binding Arbitration" unless you opt out as provided below. "Dispute" shall include any dispute, claim or controversy arising out of or relating to this

Agreement and/or the activities or relationships that involve, lead to, or result from this Agreement, including our marketing activities, and (except to the extent provided otherwise in the paragraph entitled “NO CLASS ACTIONS”) the validity or enforceability of this “Dispute Resolution by Binding Arbitration” section, any part thereof, or the entire Agreement. Disputes will be settled by binding individual arbitration, except that each party retains the right: (i) to bring or require the other party(ies) to bring an individual action in small claims court (a “Small Claims Action”) as set forth in the Small Claims Action section below; (ii) to seek injunctive or other equitable relief in a court of competent jurisdiction to prevent the actual or threatened infringement, misappropriation or violation of a party’s copyrights, trademarks, trade secrets, patents or other intellectual property rights (the action described in the foregoing clause (ii), an “IP Protection Action”); and (iii) to bring an action seeking only injunctive relief.

Small Claims Action

If any party contends that the amount of a claim in a Dispute is within the jurisdiction of the small claims court (or an equivalent court) located in the jurisdiction where you reside, that party may bring the claim (only on behalf of the party individually) or if an arbitration case has been initiated, it may instruct the arbitration administrator to administratively close the arbitration case, prior to payment of fees, and direct that the claim be filed, if at all, in small claims court. Upon such an instruction by a party, the arbitration provider shall administratively close the arbitration proceeding. Any dispute about whether a claim qualifies for small claims court shall be resolved by that court, not by an arbitrator. In the event of any such dispute, the arbitration proceeding shall remain closed unless and until a decision by the small claims court that the small claims court lacks jurisdiction over the action. Only in the event that the small claims court determines that it lacks jurisdiction over the Dispute may the arbitration provider reopen the arbitration case. You and we acknowledge that failure to comply with the provisions of this section would irreparably harm the party requesting administrative closure of the arbitration proceeding, and you and we agree that a court may issue an order staying the arbitrations (and any obligation to pay arbitration fees) until any disagreements over the provisions of this section are resolved by the court. You and we do not have to arbitrate a small claim that is filed in small claims court, but if that claim is transferred, removed, or appealed to a different court, you or we may elect to compel arbitration. Moreover, if you seek to bring any counterclaim or cross-claim that is for more than the small claims court’s jurisdiction, we can elect to have the entire claim (including the counterclaim or cross-claim) resolved by arbitration.

Opt Out of Arbitration

You may opt out of the binding arbitration described in this section by sending Albert written notice of your desire to do so by email at arbitration@albert.com or regular mail at Attn: Albert Corp, 440 N Barranca Ave #3801 Covina, CA 91723 within thirty (30) days following the date you first use your Card or Card Account, whichever occurs first (such notice, an “Arbitration Opt-out Notice”). If you don’t provide Albert with an Arbitration Opt-out Notice within the thirty (30) day period, you will be deemed to have knowingly and intentionally waived your right to litigate any Dispute except with regard to a Small Claims Action, IP Protection Action, or to bring an action seeking only injunctive relief, as expressly set forth above. IF YOU DO NOT

AGREE TO THE TERMS OF THIS ARBITRATION PROVISION, DO NOT ACTIVATE OR USE THE CARD OR ACCOUNT.

Judicial Forum for Disputes

In the event that (i) you or we bring an IP Protection Action; (ii) you timely provide Albert with an Arbitration Opt-out Notice; or (iii) this “Dispute Resolution by Binding Arbitration” section is found not to apply, the exclusive jurisdiction and venue of any Dispute will be as set forth above and each of the parties hereto waives any objection to jurisdiction and venue in such courts. You and we both further agree to waive our right to a jury trial.

WAIVER OF RIGHT TO LITIGATE

Unless you timely provide Albert with an Arbitration Opt-out Notice, YOU ACKNOWLEDGE AND AGREE THAT YOU AND WE ARE EACH WAIVING THE RIGHT TO LITIGATE CLAIMS THROUGH A COURT BEFORE A JUDGE OR JURY. THE PARTIES HEREBY KNOWINGLY AND VOLUNTARILY WAIVE THEIR RIGHTS TO LITIGATE SUCH CLAIMS IN A COURT BEFORE A JUDGE OR JURY UPON ELECTION OF ARBITRATION BY ANY PARTY.

MASS ACTION WAIVER

The parties expressly waive the right to have any dispute, claim, or controversy brought, heard, administered, resolved, or arbitrated as a mass action, and neither an arbitrator nor an arbitration provider shall have any authority to hear, arbitrate, or administer any mass action or to award relief to anyone but the individual in arbitration. The parties also expressly waive the right to seek, recover, or obtain any non-individual relief. The parties agree that the definition of a “Mass Action” includes, but is not limited to, instances in which you or we are represented by a law firm or collection of law firms that has filed 50 or more arbitration demands of a substantially similar nature against the other party(ies) within 180 days of the arbitration demand filed on your or any of our behalf, and the law firm or collection of law firms seeks to simultaneously or collectively administer and/or arbitrate all the arbitration demands in the aggregate. Notwithstanding anything else in this Agreement or this arbitration provision, this Mass Action Waiver does not prevent you or any of us from participating in a mass settlement of claims.

Notwithstanding any provision to the contrary in the applicable arbitration provider’s rules, the arbitrator shall be empowered to determine whether the party bringing any claim has filed a Mass Action in violation of the Mass Action Waiver. A party shall raise with the arbitrator or arbitration provider such a dispute within 15 days of its arising. If such a dispute arises before an arbitrator has been appointed, the parties agree that (i) a panel of three arbitrators shall be appointed to resolve only disputes concerning whether the party bringing any claim has filed a Mass Action in violation of the Mass Action Waiver. Each party shall select one arbitrator from the arbitration provider’s roster to serve as a neutral arbitrator, and these arbitrators shall appoint a third neutral arbitrator. If the parties’ arbitrators cannot agree on a third arbitrator, the arbitration provider will select the third arbitrator; (ii) one of us shall pay any administrative fees or costs incidental to the appointment of Arbitrators under this provision, as well as any fees or

costs that would not be incurred in a court proceeding, such as payment of the fees of the arbitrators, as well as room rental; (iii) the arbitrators shall issue a written decision with findings of fact and conclusions of law; and (iv) any further arbitration proceedings or assessment of arbitration-related fees shall be stayed pending the arbitrators' resolution of the parties' dispute. If the arbitrator or panel of arbitrators determines that you have violated the Mass Action Waiver, the parties shall have the opportunity to opt out of arbitration within 30 days of the arbitrator's or panel of arbitrator's decision. You may opt out of arbitration by providing written notice of your intention to opt out to the arbitration provider and to Albert, Attn: Albert Corp, 440 N Barranca Ave #3801 Covina, CA 91723 or hand delivery. This written notice must be signed by you, and not any attorney, agent, or other representative of yours. We may opt out of arbitration by sending written notice of its intention to opt out to the arbitration provider and to you or your attorney, agent, or representative if you are represented. For the avoidance of doubt, the ability to opt out of arbitration described in this section only applies if the arbitrator or panel of arbitrators determines that you have violated the Mass Action Waiver.

NO CLASS ACTIONS

NO ARBITRATION SHALL PROCEED ON A CLASS, REPRESENTATIVE, OR COLLECTIVE BASIS EVEN IF THE DISPUTE OR DISPUTES THAT ARE THE SUBJECT OF THE ARBITRATION HAD PREVIOUSLY BEEN ASSERTED (OR COULD HAVE BEEN ASSERTED) IN A COURT AS CLASS REPRESENTATIVE, OR COLLECTIVE ACTIONS IN A COURT. Unless consented to in writing by all parties to the arbitration, no party to the arbitration may join, consolidate, or otherwise bring claims for or on behalf of two or more individuals or unrelated corporate entities in the same arbitration unless those persons are parties to a single transaction. Unless consented to in writing by all parties to the arbitration, an award in arbitration shall determine the rights and obligations of such parties only, and only with respect to the claims in arbitration, and shall not (a) determine the rights, obligations, or interests of anyone other than all parties to the arbitration, or resolve any Dispute of anyone other than any such party; nor (b) make an award for the benefit of, or against, anyone other than any such party. No administrator or arbitrator shall have the power or authority to waive, modify, or fail to enforce this specific paragraph, and any attempt to do so, whether by rule, policy, arbitration decision or otherwise, shall be invalid and unenforceable. If this specific paragraph is held unenforceable in its entirety, then the entirety of this "Dispute Resolution by Binding Arbitration" section will be deemed void. Except as provided in the preceding sentence, this "Dispute Resolution by Binding Arbitration" section will survive any termination of this Agreement.

Arbitration Rules

The arbitration will be administered by the Judicial Arbitration and Mediation Services, Inc. ("JAMS") in accordance with the JAMS Arbitration Rules and Procedures then in effect ("JAMS Rules"), except as modified by this "Dispute resolution by binding arbitration" section. In the case of a conflict between the rules and policies of the administrator and this "Dispute resolution by binding arbitration" section, this "Dispute resolution by binding arbitration" section shall control, subject to countervailing law, unless all parties to the arbitration consent to have the rules and policies of the administrator apply. (JAMS Rules are available

at <https://www.jamsadr.com/adr-rules-procedures/>) The Federal Arbitration Act will govern the interpretation and enforcement of this “Dispute resolution by binding arbitration” section.

Arbitration Process

A party who desires to initiate arbitration must provide all other parties with a written demand for arbitration as described in JAMS Rules. The arbitrator will be either a retired judge or an attorney licensed to practice law and will be selected by the parties from JAMS’s roster of arbitrators. If the parties are unable to agree upon an arbitrator within seven (7) days of delivery of the demand for arbitration, then JAMS will appoint the arbitrator in accordance with JAMS Rules. No party may initiate arbitration, however, unless that party has completed the initial dispute resolution process set forth above.

Arbitration Location and Procedure

Unless you and we otherwise agree, the arbitration will be conducted in the county where you reside. If your claim does not exceed \$10,000, then the arbitration will be conducted solely on the basis of the documents that you and we submit to the arbitrator, unless you request a hearing or the arbitrator determines that a hearing is necessary. If your claim exceeds \$10,000, your right to a hearing will be determined by JAMS Rules. Subject to JAMS Rules, the arbitrator will have the discretion to direct a reasonable exchange of information by the parties, consistent with the expedited nature of the arbitration.

Arbitrator’s Decision and Authority

The arbitrator will render an award within the time frame specified in JAMS Rules. The arbitrator’s decision will include the essential findings and conclusions upon which the arbitrator based the award. Judgment on the arbitration award may be entered in any court having jurisdiction thereof. The arbitrator’s award of damages must be consistent with the terms of the “Limitation of Liability” section above as to the types and amounts of damages for which a party may be held liable. The arbitrator may award declaratory or injunctive relief only in favor of the claimant and only to the extent necessary to provide relief warranted by the claimant’s individual claim.

The arbitrator shall have exclusive authority to (i) determine the scope and enforceability of this arbitration provision and (ii) resolve any dispute related to the interpretation, applicability, enforceability or formation of this arbitration provision, including, but not limited to, any assertion that all or any part of this arbitration provision is void or voidable.

Fees

Each party shall pay its own arbitration in accordance with JAMS Rules. Each party shall bear the expense of its own attorneys’ fees, except as otherwise provided by law. If a statute gives you the right to recover any of these fees, these statutory rights shall apply in the arbitration notwithstanding anything to the contrary herein.

Appeals

Notwithstanding any language to the contrary in this Agreement, the parties hereby agree: that the initial arbitration award (the “Underlying Award”) may be appealed pursuant to JAMS’s Appeal Procedures (“Appeal Procedures”); that the Underlying Award rendered by the arbitrator(s) shall, at a minimum, be a reasoned award; and that the Underlying Award shall not be considered final until after the time for filing the notice of appeal pursuant to the Appeal Procedures has expired. Appeals must be initiated within fourteen (14) days of the award becoming final, as set forth in the Appeal Procedures. Following the appeal process the decision rendered by the appeal tribunal may be entered in any court having jurisdiction thereof.

Survival, Conflict, Severance

This arbitration provision will survive the termination of any agreement you have with us and any bankruptcy. In the event of any conflict or inconsistency between this arbitration provision, on the one hand, and the administrator’s rules or this Agreement, on the other hand, this arbitration provision will govern. If any part of this arbitration provision is found to be invalid or unenforceable, then that specific part shall be severed, and the rest of this arbitration provision will continue in full force and effect, except that at either your or our election the entire arbitration provision (other than this sentence) may be null and void with respect to any claim asserted on a class, representative or multiple-party basis that does not seek public injunctive relief if the No Class Actions or Mass Action Waiver provisions are held to be invalid with respect to such claim and that determination becomes final after all appeals have been exhausted. If a court decides by means of a final decision, not subject to any further appeal or recourse, that the No Class Actions or Mass Action Waiver provisions are invalid or unenforceable as to a particular claim or request for relief (such as a request for public injunctive relief), that particular claim or request for relief (and only that particular claim or request for relief) shall be severed from the arbitration and may be litigated in the state or federal courts. All other disputes shall be arbitrated or litigated in small claims court.

Changes

Notwithstanding the provisions of Section 32 above, if we change this “Dispute Resolution by Binding Arbitration” section after the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement), you may reject any such change by sending us written notice (including by email to arbitration@albert.com) within thirty (30) days of the date such change became effective, as indicated in the “Last Updated” date above or in the date of Albert’s email to you notifying you of such change. By rejecting any change, you are agreeing that you will arbitrate any Dispute between you and us in accordance with the provisions of this “Dispute Resolution by Binding Arbitration” section as of the date you first accepted this Agreement (or accepted any subsequent changes to this Agreement). By not rejecting any change as set forth in this section, you will be bound by the changed Dispute Resolution by Binding Arbitration Provision for all Disputes whether they accrued or were asserted before or after the effective date of the change.

Third-Party Beneficiary

You and Us each acknowledges and agrees that Albert is a third-party beneficiary of the representations, warranties and covenants of this Section 43: DISPUTE RESOLUTION BY BINDING ARBITRATION, and that Albert is an express third-party beneficiary of this agreement to arbitrate, entitled to enforce the terms hereof as if it were an original party hereto.

44. OTHER; MISCELLANEOUS

The Albert Mastercard® debit card is issued by Sutton Bank, Member FDIC, pursuant to a license by Mastercard International.

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