

# Cash App

## Cash Sutton Bank Terms of Service

### CASH APP PREPAID CARD PROGRAM AGREEMENT

This Cardholder Agreement is effective August 19, 2021

Last updated: June 2, 2024

#### CUSTOMER SERVICE CONTACT INFORMATION:

Address: Block, Inc., formerly known as Square, Inc.,  
1955 Broadway Street, Suite 600, Oakland, CA 94612,  
Attn: Customer Support – Legal

Website: <https://cash.app/support>

Toll-Free Customer Service Number: 1-800-969-1940

IMPORTANT-PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION CLAUSE. YOU MAY REJECT THE ARBITRATION PROVISION BY SENDING US WRITTEN NOTICE WITHIN 45 DAYS AFTER YOUR FIRST CARD PURCHASE. WE DO NOT ISSUE, MAINTAIN, OR SERVICE YOUR CASH APP ACCOUNT, WHICH IS OFFERED BY THE COMPANY, A SEPARATE COMPANY THAT WE ARE NOT AFFILIATED WITH. THIS MEANS IF YOU CHOOSE TO ACCESS THE FUNDS IN YOUR CASH APP ACCOUNT BY ANY MEANS MADE

AVAILABLE TO YOU AS A CASH APP CUSTOMER BESIDES USING YOUR CASH CARD, INCLUDING PEER-TO-PEER PAYMENTS, YOU AGREE THAT WE WILL NOT BE RESPONSIBLE FOR ANY AND ALL MANNER OF INACCURACY, DELAY, THEFT, OR OTHER LOSS OF FUNDS THAT MAY RESULT.

FOR QUESTIONS OR ASSISTANCE, PLEASE CONTACT CUSTOMER SERVICE AT 1-800-969-1940 OR IN THE CASH APP.

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**1. This Agreement.** This Cash App Prepaid Card Program Agreement (this “Agreement”) represents an agreement between you and Sutton Bank (the “Bank”), and outlines the terms and conditions governing the Cash App Prepaid Program (the “Program”). This Program is provided in conjunction with the Cash App services (the “Cash App Services”) offered by Block, Inc., formerly

known as "Square, Inc.", Square Capital, LLC, or Cash App Investing LLC (collectively "the Company"). The terms for participating in the Cash App Services are governed by the Cash App Terms of Service available at <https://cash.app/legal/us/en-us/tos> ("Cash App Terms of Service"). The Bank is not a party to the Cash App Terms of Service and has no responsibility or liability to you for the Cash App Services. In the event of an inconsistency between this Agreement and the Cash App Terms of Service, this Agreement shall govern and control your Account, use of the Card, and your relationship with the Bank.

THIS AGREEMENT INCLUDES, AMONG OTHER THINGS, AN ARBITRATION PROVISION CONTAINING A CLASS ACTION WAIVER, A JURY TRIAL WAIVER AND YOUR AUTHORIZATION FOR THE CARD (AS DEFINED BELOW) TO BE CHARGED FOR ALL FEES ASSOCIATED WITH THE PROGRAM. PURSUANT TO THIS AGREEMENT, BY ACTIVATING YOUR CARD OR PARTICIPATING IN THE PROGRAM 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 CASH APP'S AND SUTTON'S PRIVACY POLICIES. PLEASE VISIT <https://cash.app/legal> (THE "CASH WEBSITE") TO VIEW, PRINT, AND SAVE THIS AGREEMENT AND PLEASE VISIT [https://www.suttonbank.com/\\_/kcms-doc/85/49033/WK-Privacy-Disclosure-1218.pdf](https://www.suttonbank.com/_/kcms-doc/85/49033/WK-Privacy-Disclosure-1218.pdf) TO VIEW, PRINT AND SAVE OUR PRIVACY POLICY.

**2. Certain Definitions and General Information.** "Card" means the Cash App Visa® Prepaid Card issued by Bank through which you can make purchases and cash withdrawals as described in Section 18.

Each Card will be a virtual card represented by a 16-digit account number and a physical card embossed with the same 16-digit number if you choose to receive the physical card (See Obtaining a Physical Card). By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement, as well as the Cash App Terms of Service. “Card Account” means the records maintained by Bank for each Card to evidence transactions initiated with the Card. “Cash App” means a payment service and financial platform offered by the Company. “You” and “your” mean the person who receives a Card and is authorized to use a Card as provided for in this Agreement. “We,” “us,” and “our” mean the Bank and its successors, affiliates, and assignees. Capitalized terms used and not defined herein shall have the meanings assigned to them in the Cash App Terms of Service. Please read this Agreement carefully and keep it for future reference.

**3. Fee Schedule.** Below is a list of all fees for the Cash App Prepaid Card. All fees assessed by us are deducted from the available balance in your Card Account. If your Card Account does not have sufficient funds available to cover a fee, the amount of such fee will be deducted from any funds subsequently loaded to your Card Account.

The fees that apply to your Card Account are as follows:

All Fees	Amount	Details
<b>Get Started</b>		

All Fees	Amount	Details
Card Purchase (standard)	\$0	Fee charged for purchase of the Cash App Visa Prepaid Card. Other card types may be offered for purchase.
<b>Monthly Usage</b>		
Monthly fee	\$0	
<b>Cost to Add Cash</b>		
From your Cash App Account	\$0	
<b>Spend Money</b>		
Card to Card Transfer	N/A	
Bill payment	N/A	
<b>Get Cash</b>		
ATM withdrawal - in-network	\$2.50	Effective through January 8, 2023: Our ATM withdrawal fee is \$2.50. You may also be charged a

All Fees	Amount	Details
		<p>fee by the ATM operator. If you receive \$300 or more in direct deposits in any given month, we will reimburse all fees for three ATM withdrawals (up to \$7 in fees per withdrawal) for the following 31 days. Any additional withdrawals in the 31 day period will be \$2.50.</p> <p>Effective January 9, 2023: Our ATM withdrawal fee is \$2.50. If you receive \$300 or more in paycheck direct deposits each month, we will waive our withdrawal fee for the following 31 days.</p>

All Fees	Amount	Details
ATM withdrawal - out-of-network	<b>\$2.50</b>	<p>Effective through January 8, 2023: Our ATM withdrawal fee is \$2.50. You may also be charged a fee by the ATM operator. If you receive \$300 or more in direct deposits in any given month, we will reimburse all fees for three ATM withdrawals (up to \$7 in fees per withdrawal) for the following 31 days. Any additional withdrawals in the 31 day period will be \$2.50.</p> <p>Effective January 9, 2023: Our ATM withdrawal fee is \$2.50. You may also be charged a fee by the ATM operator. If you</p>



All Fees	Amount	Details
		<p>receive \$300 or more in direct deposits in any given month, we will fully reimburse fees for one ATM withdrawal for the following 31 days. Any additional withdrawals during the same 31 day period will be \$2.50, plus any operator fees.</p>
Cash Back at Point of Sale	<b>\$0</b>	<p>This is our fee. Retailers may charge additional fees.</p>
ATM Decline	<b>\$0</b>	<p>This is our fee. You may be charged a fee by the ATM operator.</p>
<b>Using your Card Outside the US</b>		
Foreign Transaction Fee	<b>\$0</b>	<p>This is our fee. You may also be charged a fee by any retailers or</p>

All Fees	Amount	Details
		financial institutions involved in your transaction.
International ATM withdrawal - in-network	<b>\$2.50</b>	<p>Effective through January 8, 2023: Our ATM withdrawal fee is \$2.50. You may also be charged a fee by the ATM operator. If you receive \$300 or more in direct deposits in any given month, we will reimburse all fees for three ATM withdrawals (up to \$7 in fees per withdrawal) for the following 31 days. Any additional withdrawals in the 31 day period will be \$2.50.</p> <p>Effective January 9, 2023: Our ATM</p>

All Fees	Amount	Details
		<p>withdrawal fee is \$2.50. If you receive \$300 or more in paycheck direct deposits each month, we will waive our withdrawal fee for the following 31 days.</p>
<p>International ATM withdrawal - out-of-network</p>	<p><b>\$2.50</b></p>	<p>Effective through January 8, 2023: Our ATM withdrawal fee is \$2.50. You may also be charged a fee by the ATM operator. If you receive \$300 or more in direct deposits in any given month, we will reimburse all fees for three ATM withdrawals (up to \$7 in fees per withdrawal) for the following 31 days. Any additional</p>

All Fees	Amount	Details
		<p>withdrawals in the 31 day period will be \$2.50.</p> <p>Effective January 9, 2023: Our ATM withdrawal fee is \$2.50. You may also be charged a fee by the ATM operator. If you receive \$300 or more in direct deposits in any given month, we will fully reimburse fees for one ATM withdrawal for the following 31 days. Any additional withdrawals during the same 31 day period will be \$2.50, plus any operator fees.</p>
International Cash Back at Point of Sale	<b>\$0</b>	This is our fee. Retailers may charge additional fees.

All Fees	Amount	Details
International ATM Decline	\$0	This is our fee. You may be charged a fee by the ATM operator.
<b>Information</b>		
Customer service (automated and live agent)	\$0	No fee for calling our customer service line, including for balance inquiries.
ATM Balance Inquiry	\$0	This is our fee. You may be charged a fee by the ATM operator.
<b>Other</b>		
Inactivity	\$0	
Replacement Card (Standard)	\$5	Per replacement card ordered. If other card types are offered for purchase, such replacement fee may be higher.

No overdraft/credit feature.

The Cash App Prepaid Card Account is not FDIC insured, because funds are only held at Sutton Bank for a sufficient time for your Card transactions to clear. Your Cash App balance is FDIC insured through Cash App's other bank partners. Please see the Cash App Terms of Service for information regarding FDIC Insurance on your Cash App balance.

Contact Cash App Visa Prepaid Card by calling 1-800-969-1940, by mail at Block, Inc., 1955 Broadway Street, Suite 600, Oakland, CA 94612, Attn: Customer Support – Legal, or visit <https://cash.app/>.

For general information about prepaid accounts, visit [cfpb.gov/prepaid](https://cfpb.gov/prepaid).

If you have a complaint about a prepaid account, call the Consumer Financial Protection Bureau at 1-855-411-2372 or visit [cfpb.gov/complaint](https://cfpb.gov/complaint).

## Details About Your Card Account

Monthly Fee	\$0
Per Purchase Fee	\$0
ATM Withdrawal	\$2.50*
Cash Reload	N/A
ATM Balance Inquiry	N/A
Customer Service	\$0

Inactivity	\$0
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**We charge one other type of fee. It is:**

Card Replacement fee (classic or metal): \$5 or \$50.

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

**No overdraft/credit feature.**

The Cash App Prepaid Card Account is not FDIC insured, because funds are only held at Sutton Bank for a sufficient time for your Card transactions to clear. Your Cash App balance is FDIC insured through Cash App's other bank partners. Please see the Cash App Terms of Service for information regarding FDIC Insurance on your Cash App balance.

**For general information about prepaid accounts, visit [cfpb.gov/prepaid](https://cfpb.gov/prepaid).**

Find details and conditions for all fees and services in the cardholder agreement.

**4. 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 A CARD ACCOUNT, WE WILL ASK YOU TO PROVIDE YOUR NAME, PHYSICAL ADDRESS, DATE OF BIRTH, AND OTHER INFORMATION THAT WILL ALLOW US TO IDENTIFY YOU. WE MAY ALSO ASK YOU

TO PROVIDE YOUR SOCIAL SECURITY NUMBER. BY ACCEPTING THE CARD, YOU CONFIRM YOU HAVE AUTHORIZED THE COMPANY TO PROVIDE US WITH THIS INFORMATION.

## **5. Electronic Disclosures and Communications.**

a. **Your Consent.\*\*** 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.

**b. Your Right to Withdraw Your Consent.** 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 Block, Inc., 1955 Broadway Street, Suite 600, Oakland, CA 94612, Attn: Customer Support - Legal (“the Company Address”). 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 or participate in the Program, except as expressly provided in this Agreement. 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.

**c. You Must Keep Your Contact Information Current With Us.** 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 profile on the Cash App.

We will attempt to communicate with you only by use of the most recent contact information you have provided to us. You agree that any notice or communication sent to you at an address noted in our records shall be effective unless we have received an address change notice from you.

We cannot accept responsibility for any email messages not received by you, or for any delay in the receipt or delivery of any email notifications. If you make your email account available to any other individual, you agree that you are responsible for any release of any Account information to such individual.

**d. Copies of Communications.** You should print and save and/or electronically store a copy of all Communications that we send to you electronically.

**e. Hardware and Software Requirements.** In order to access and retain Communications provided to you electronically, you must have: (1) a valid email address or phone number; (2) a computer or other mobile device

(such as tablet or smart phone) that operates on a platform like Windows or a Mac environment; (3) a connection to the Internet; (4) a Current Version of Internet Explorer 11 (or higher), Safari 8 (or higher), or Mozilla Firefox 32.0 (or higher), Chrome 35 (or higher), iOS 8 (or higher), or Android 4.4 (or higher); (5) a Current Version of a program that accurately reads and displays PDF files, such as Adobe Acrobat Reader version 7 or higher; (6) a computer or device and an operating system capable of supporting all of the above; and (7) a printer to print out and save Communications in paper form or electronic storage to retain Communications in an electronic form. "Current Version" means a version of the software that is currently being supported by its publisher.

f. **Changes.** 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 this Agreement on Cash App Website or delivering notice of such termination or change electronically.

**6. Participating in the Program.** In order to participate in the Program, (a) you must have previously agreed to the Cash App Terms of Service located at <https://cash.app/legal/us/en-us/tos>, and to the Cash App Privacy Policy located at <https://cash.app/legal/us/en-us/privacy>; (b) register with the Company on Cash App; (c) you must accept and agree to this Agreement, and our Privacy Policy, (d) you must be 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 (e) provide the Company, which may provide us, with all requested information, such as name, date of birth, physical address, email address, social security number, username and password, and such other information as we may request from time to time (collectively, “User Information”). You represent and warrant that all information, including User Information, you provide us from time to time is truthful, accurate, current, and complete. You agree to promptly notify us of changes to any User Information. If we approve your registration for a Card Account, we will issue you a Card that you can access through the App.

**7. Card.** The Card is issued by the Bank. The Card is not a gift card or gift certificate. The Card is not a credit card. The Card remains the property of the Bank and must be surrendered upon demand. The Card cannot be redeemed for cash. The Card is not for resale and may not be transferred or assigned. The Card is not connected in any way to any other account with us. The Card is non-transferable and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. The Card is not designed for business use, and we may close your Card Account if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the terms of this Agreement.

**8. Card Account.** You acknowledge and agree that the value available in your Card Account is limited to the funds available in your Cash App. The funds associated with your Card Account are not insured by the Federal

Deposit Insurance Corporation. You will not receive any interest on the funds in your Card Account. In addition, you acknowledge and agree that when you have both a virtual Card and a physical Card that both Cards access the same Card Account.

**9. Obtaining A Physical Card.** You may choose to receive a physical Card only after you have activated your virtual Card. To obtain a physical Card follow the directions provided by the Company via Cash App. When you request a physical Card, you will receive your physical Card 5-7 days after we receive your request.

**10. Activating Your Virtual Card.** You will need to provide personal information in order to verify your identity when you order the Card. You must activate your Card before it can be used. You may activate your Card by following any directions for activation provided by the Company via Cash App. By activating your Card, you represent and warrant to us that: (a) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (b) you are a U.S. citizen or legal alien residing in the United States; (c) the User Information is truthful, accurate, current, and complete; (d) you received a copy of this Agreement and our Privacy Policy and agree to be bound by and to comply with their terms; and (e) you accept your Card.

**11. Activating Your Physical Card.** You will need to provide personal information in order to verify your identity when you order the Card. You must activate your Card and set a PIN before it can be used. (See Setting a PIN & PIN Security.) You may activate your Card by following any directions for activation provided by the Company via Cash App. By activating your Card, you represent and warrant to us that: (a) you are at least 18

years of age (or older if you reside in a state where the majority age is older); (b) you are a U.S. citizen or legal alien residing in the United States; (c) the User Information is truthful, accurate, current, and complete; (d) you received a copy of this Agreement and our Privacy Policy and agree to be bound by and to comply with their terms; and (e) you accept your Card.

**12. Setting a PIN & PIN Security.** If you choose to receive a physical Card, the PIN for your physical Card and virtual Card will be the same number. You will need to set a PIN for your virtual Card when you choose to add your Card to a digital wallet. (See Adding Your Card to a Digital Wallet.) If you choose to receive a physical Card and have not yet set a PIN for your virtual Card, you will need to set a PIN for your physical Card when you activate your Card. The PIN that you set for your physical Card will also become the PIN for your virtual Card. If you choose to receive a physical Card and have already set a PIN for your virtual Card, the PIN that you set for your virtual Card will be the PIN for your physical Card. When selecting a PIN, you should not use numbers or words that appear in your wallet (e.g., date of birth, address, or social security number). You must memorize your PIN and do not share it with anyone. Do not write the PIN on a Card or keep it in the same location as the Card.

**13. Adding Your Card to a Digital Wallet.**

a. You may elect to add your Card to one or more digital wallets ("Digital Wallets") supported by the Bank and subject to the Terms for Adding Your Cash App Prepaid Card to a Digital Wallet ("Digital Wallet Terms").

b. The Digital Wallet provider may allow you to conduct Transactions at a point of sale device, and you may not be able to use your Card to perform Transactions at such point of sale devices until you have selected a personal identification number ("PIN") pursuant to this Agreement.

**14. Card Security.** Do not share your Card number or PIN with anyone. You should treat your Card number with the same care as you would treat cash. Either memorize your Card number or keep it in a safe place. Do not send your Card number in an email or text message. Make sure your Card number is secured with encryption when you use your Card to perform transactions over the Internet or wireless networks. If you believe that anyone has gained unauthorized access to your Card number, you should advise us immediately, following the procedures in the paragraph labeled "Lost or Stolen Card Number."

**15. Lost or Stolen Card Number.** Contact Customer Service immediately if you believe: (a) your Card or Card number has been lost or stolen, or (b) someone has transferred or may transfer funds from your Card Account without your permission. Contacting us by telephone at 1-800-969-1940 or by following the in-app Support prompts is the best way to minimize your possible losses is the best way to minimize any possible losses. If you have both a virtual and a physical Card and you report one of your Cards lost or stolen, both Cards will be canceled and new Cards will be issued. If you need to replace any Card that is reported lost or stolen, you can do so within the Cash App by tapping the Card and tapping the Report Lost Card. You will be required to provide personal information which may include your

Card number, full name, transaction history and other relevant information.

## **16. Sponsored Accounts.**

a. If you are over the age of 28, you may, in Cash App's sole discretion, authorize the usage of Card Accounts and Cards for up to four (4) people who are over the age of 13 years old (each such individual, a "Sponsored Person" and each such Account, a "Sponsored Account"). To authorize a Sponsored Account, you must either (1) be the Sponsored Person's biological or adoptive parent, or (2) be the Sponsored Person's guardian (as defined below).

For purposes of this agreement, a "guardian" is defined as (i) a legal guardian, (ii) a foster parent, (iii) a stepparent who resides in the same household as the Sponsored Person, or (iv) a grandparent who resides in the same household as the Sponsored Person.

You will be required to attest to your relationship with the Sponsored Person. Cash App may also require additional verification and qualifications, and may decline, or revoke at any time, authorization in its sole discretion.

You acknowledge that the terms of this Agreement will apply to you with respect to each Card Account you authorize for a Sponsored Person, and you hereby expressly accept this Agreement on behalf of yourself and each Sponsored Person. You agree to and accept full responsibility and liability for any Sponsored Person's use of a Card Account or Card, including but not limited to (a) any transactions made on their Card Account or with their Card; (b) any transaction made by a Sponsored

Person even if the post date shown on your Cash App statement (pursuant to the Cash App Terms of Service) for the debit relating to that transaction occurs after the date you tell us you have revoked your authorization for such Sponsored Person; (c) fees and charges resulting from any transaction made on their Card Account or with their Card; and (d) any other claims or liabilities, including tax, that may be incurred in connection with the use of a Card Account or Card. You allow us to discuss the Card Account with a Sponsored Person. By authorizing a Sponsored Person, you represent that you have permission from each one to allow us to share information about him or her as allowed by applicable law. This includes information we may get from you, any Sponsored Person, and information about their transactions and use of a Card Account or Card.

b. You are responsible for all authorized transactions initiated and fees incurred by use of your Card and Card Account. If you permit another person to have access to your Card number, we will treat this as if you have authorized such person to use the Card, and you will be liable for all transactions and fees incurred by such person, even if they exceed the authorization granted. Transactions will be considered unauthorized only after you notify us that the person is no longer authorized to use the Card. You are wholly responsible for the use of your Card according to the terms and conditions of this Agreement.

c. If you revoke authorization for an authorized user, including a Sponsored Person, we may close your Card Account and open a new Card Account with a different account number. We also reserve the right to restrict authorized user's or Sponsored Person's access to some



features of the Card Account and Card. Without limiting any other provision of this Agreement, we may terminate your Card Account if any Sponsored Person associated with you violates this Agreement.

d. **Account Graduation.** You agree that any Sponsored Person who has reached the age of 18 must, as determined by Cash App, provide the information described in Section 4 above (Important Information About Opening an Account). Once the Sponsored Person's information is verified, the previously Sponsored Person will become the owner of the Card and Card Account you authorized for them, and you authorize the Sponsored Person to obtain their transaction history that is associated with such Card and Card Account.

If the Sponsored Person does not provide the information described in Section 4 above, or if the Sponsored Person's identity cannot adequately be verified based on the information provided, their Card and Card Account may be restricted and/or terminated.

**17. No Secondary Cardholders.** You may not request an additional Card for another person.

**18. Using Your Card.** You may use a Card to make purchases from merchants as described below:

a. **Using your Card for Purchases.** You may use your Card to make purchases at any merchant that accepts Visa debit cards or debit cards of other networks in which the Bank participates, subject to the funds available in your Cash App for funding the Card Account, the transaction limits described below, and the other terms and conditions of this Agreement. See the

paragraph labeled “Adding Funds to your Card Account” for instructions on how to fund your Card Account for making transactions. You may not use your virtual Card for making purchases at any vending machines, kiosks or gas station pumps. Each time you use your physical Card or your virtual Card, you authorize us to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. The new balance will be available for making purchases with your physical and virtual Cards.

You are not allowed to exceed the amount of available funds in your Cash App through an individual transaction or a series of transactions. If you do not have enough funds available in your Cash App to fund your Card Account, you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount using another payment method. These are called “split transactions.” Some merchants do not allow cardholders to conduct split transactions. Nevertheless, if a transaction exceeds the amount of available funds in your Cash App, you will be fully liable to us for the full amount of the transaction and any applicable fees. When making purchases with your Card at any point-of-sale (“POS”) device other than through a Digital Wallet provider, you may select “CREDIT” on the keypad to make a signature purchase. You may not use your Card for online gambling or illegal transactions. We may temporarily “freeze” or entirely deactivate your Card Account and attempt to contact you if we notice transactions that are unusual or appear suspicious.

**b. Merchant Holds on Available Funds.** When you use your Card or Card number to initiate a transaction at certain merchant locations, websites 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 in your Card Account for an amount equal to or in excess of the final transaction amount. The funds subject to the hold will not be available to you for any other purpose until the merchant sends us the final transaction amount. Once we receive the final transaction amount, it may take up to seven days for the hold to be removed. During that period, you will not have access to the funds subject to the hold.

c. **Cash Access.** With your PIN, you may use your Card to obtain cash at ATMs that display the Visa marks or at any point-of-sale (POS) devices that bear the Visa marks as permitted by the merchant and subject to your available Card Account balance, the cash access transaction limits described below, and the other terms and conditions of this Agreement. The maximum amount that can be withdrawn is \$1,000.00 per transaction, \$1,000.00 per day, and \$1,000.00 per week. For security purposes, we may, in our sole discretion, limit your use of your Card at ATMs or POS devices. In addition, ATM owners and operators and networks may impose additional limits and surcharges on cash access transactions, including a fee for a balance inquiry even if you do not complete a fund transfer. Read the ATM screen message carefully for information related to surcharges before you complete a transaction at an ATM.

**19. Adding Funds to your Card Account.** Subject to the limitations set forth in this Agreement, the only funds

available for funding your Card Account are the funds in your Cash App.

You acknowledge and agree that by registering for the Program you authorized the Company to transfer funds from your Cash App to the Card Account as provided in this paragraph until you withdraw from participating in the Program (See <https://cash.app/legal/us/en-us/tos> for instructions on withdrawing from the Program). When the Card is used for a transaction at a merchant, an authorization request will be transmitted to us from a merchant. We will communicate with the Company to determine if you have sufficient funds in your Cash App in the amount needed to complete the transaction. If the Company notifies us that sufficient funds are available for the transaction and the transaction is authorized, funds will be transferred from your Cash App and deposited to your Card Account. The funds will then be deducted from your Card Account for the amount of the transaction. If the Company notifies us that there are not sufficient funds available for the amount of the purchase or the transaction itself is not authorized, then no funds will be added to the Card Account and the transaction will be declined. Any withdrawal of your participation in the Program will be effective only after we have a reasonable period of time to process your withdrawal.

The amount of funds available in the Card Account is limited to the funds that have been transferred from your Cash App Account to the Card Account (See <https://cash.app/legal/us/en-us/tos> for the amount of funds in your Cash App Account). You may not add funds to your Card Account by any other method, including credit cards, debit cards, bank accounts, cash or by sending personal checks, cashier's checks, retailer load

networks (e.g. GreenDot, MoneyGram, Western Union, etc.), or money orders to the Bank. The Bank will return all checks and money orders unless your Card Account has a negative balance, in which case the Bank may, in its sole discretion, apply the proceeds of the check or money order towards the negative balance of your Card Account.

If you make direct deposits to your Cash App account by sending funds to the Bank through the Automated Clearing House (ACH) system or other means, those funds will not be added to your Card Account balance and will not be held at the Bank. As explained above, the only way you can add funds to your Card Account is by making a deposit from your Cash App Account when you use your Card in an authorized transaction.

**20. Transaction Limits.** This Section describes the maximum amount that you can spend, transfer or withdraw using your Card during the time periods described in this Section.

- Per-Transaction Spending Limit. The maximum amount that can be spent using your Card is \$7,000 per transaction.
- Daily Spending Limit. The maximum that can be spent using your card per day is \$7,000.00.
- Seven-Day Spending Limit. The maximum amount that can be spent using the Card in a seven-day period is \$10,000.
- Thirty-Day Spending Limit. The maximum amount that can be spent using the Card in a thirty (30) day period is \$25,000.
- Withdrawal Limits. The maximum amount that can be withdrawn at an ATM or a POS device is \$1,000.00 per

transaction, \$1,000.00 per day, and \$1,000.00 per week.

In order to protect your Card Account, we may temporarily impose limits on the dollar amount, number, and type of transactions performed using your Card and your Card Account. To the extent permitted by applicable law, we reserve the right to: (a) change the transaction limits; (b) limit, block, or place a hold on certain types of transfers or transactions; and (c) limit, suspend, or block transfers from particular persons, entities, or Card Accounts.

**21. Card Account Balance and FDIC Insurance.** You are responsible for keeping track of your Cash App available balance for adding funds to your Card. Merchants generally will not be able to determine your available balance. It is important to know the amount of available funds in your Cash App for adding funds to your Card Account before performing a transaction. If you do not have sufficient available funds in your Cash App for adding funds to your Card Account to cover the transaction amount, the transaction will be declined. You acknowledge and agree that the funds available to perform transactions are limited to the funds that have been added to your Card Account from your Cash App that are not subject to a hold. You are not authorized to use funds added to your Card Account in error. Any transaction that could create a negative balance for your Card Account is not permitted. Adjustments may be made to your Card Account to reverse an error, reflect a merchant adjustment, or resolve a dispute regarding a transaction posted to your Card Account. These processing and adjustment entries could cause your Card Account to have a negative balance. If your Card

Account has a negative balance, you agree: (a) that we may automatically apply any subsequent deposits to your Card Account to satisfy the negative balance and (b) to pay us on demand by a personal check, money order, or other payment method authorized by us for the amount of the negative balance. If no future funds are added to your Card Account, we may send you a notice explaining the reason for the adjustment and requesting payment by a personal check, money order, or other payment method to satisfy the negative balance. Payments should be mailed to us at the address provided below or the address stated in the applicable notice.

The Cash App Prepaid Card Account is not FDIC insured, because funds are only held at Sutton Bank for a sufficient time for your Card transactions to clear. Your Cash App balance is FDIC insured through Cash App's other bank partners. Please see the Cash App Terms of Service for information regarding FDIC Insurance on your Cash App balance.

**22. Transaction History.** You may obtain information about the amount of money remaining in your Card Account by calling 1-800-969-1940. This information, along with a 12-month history of the Card Account transactions, is also available online at <https://cash.app/> or via the Cash App.

You also have the right to obtain at least 24 months of written history of account transactions by call 1-800-969-1940, or by writing us at Block, Inc., 1955 Broadway Street, Suite 600, Oakland, CA 94612, Attn: Customer Support – Legal. You will not be charged a fee for this information unless you request it more than once per month.

**23. Account Alerts.** If you provide your mobile phone number, other text message address or download the App to another mobile device, we will send you important notices to the mobile number, text message address or mobile device you have provided in the App. In addition, if you provide your mobile phone number, other text message address or download the App to another mobile device to us, you expressly consent to receive text messages relating to your Card Account at that number, address or device. Third-party data and message fees may apply.

**24. Verified Mobile Device.** When using the App and other Program services with your mobile device, you may 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 provided, 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.

**25. Preauthorized Transfers.** No preauthorized transfers will be allowed.

**26. Transactions in Foreign Currencies.** If you withdraw funds or make a purchase using your Card in a currency other than in U.S. dollars, the amount deducted from the available funds in your Card Account will be converted by Visa into U.S. dollars. The applicable exchange rate will be selected by Visa from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Visa itself



receives or the government-mandated rate. The exchange rate used on the central processing date may be different than the rate that was in effect on the date you performed the transaction. For each foreign currency transaction, the Bank may assess a foreign currency conversion fee and will retain this amount as compensation for its services. The Company will not charge you any fees for foreign currency transactions.

**27. Receipts.** You should get a receipt for each Card transaction that is conducted at an ATM, POS terminal or other electronic terminal. You agree to retain, verify, and reconcile all Card transactions and receipts.

**28. Refunds.** You will not receive cash refunds for Card transactions. If a merchant gives you a credit for merchandise returns or adjustments, the merchant may do so by processing a credit adjustment. After we process a credit adjustment we will notify the Company that the amount of credit is available to be returned to your Cash App. We are not responsible for the delivery, quality, safety, legality, or any other aspects of goods or services that you purchase with your Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were purchased.

**29. Confidentiality and Privacy Policy.** Your privacy is very important to us. We may disclose information to third parties about you, your Card and Card Account, and transactions related thereto: (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; (e) as

permitted and required by applicable law; and (f) as otherwise provided in our Privacy Policy. You understand that by participating in the Program, you consent to the collection, use, and disclosure of your information as set forth in this Agreement and our Privacy Policy available on our website located at [https://www.suttonbank.com/\\_/kcms-doc/85/49033/WK-Privacy-Disclosure-1218.pdf](https://www.suttonbank.com/_/kcms-doc/85/49033/WK-Privacy-Disclosure-1218.pdf).

**30. Replacement Cards on Expiration.** The expiration date of your virtual Card is identified on the front of the virtual Card. The expiration date of your physical Card is identified on the back of the Card. If the Company notifies us that there is a positive balance of funds in your Cash App upon expiration of your Card and your Card Account is in good standing, we may issue you a new Card. We may also issue you a new Card when your Card expires even if you have no funds available in your Cash App for adding funds to your Card Account. Write down your Card number and the customer service phone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Keep the paper in a safe place. If you need to replace your Card for any reason, please contact Customer Service. You will need to provide certain User Information so we can verify your identity.

**31. Our Liability to You.** If we do not complete an electronic fund transfer to or from your Card Account on time or in the correct amount according to this Agreement, we may be liable for your 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 your Card Account to perform the transaction; (b) circumstances beyond our

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, ATM, or point-of-sale terminal was not working properly, and you knew about the problem when you initiated the transaction; (d) the funds in your Card Account are subject to legal process or are otherwise not available for transactions; (e) the merchant refuses to accept your Card; (f) if access to your Card has been blocked after you reported your Card lost or stolen; (g) if we have reason to believe the transaction is unauthorized; (h) the transaction cannot be completed because your Card is damaged; or (i) any other exception stated in this Agreement.

### **32. Errors or Questions About Your Card Account**

**Transactions.** Contact Customer Service at the number or address provided below as soon as possible if you think an error has occurred involving your Card Account. If you believe there are errors on your Card Account, or you have questions about your Card Account, you can:

a. Contact us through your Account in the app:

- Open your profile and tap Support
- Tap Cash Card
- Scroll to and tap Dispute a Purchase
- Follow the prompts. Once complete we'll send you a form to initiate an investigation.

b. Call us at 1-800-969-1940. Please note (1) this is the only phone number customers can call for Cash App support, and (2) a Cash App representative will never ask you for your password, PIN, social security number or full debit card number.

c. Write us at Block, Inc., Attn: Cash Disputes, 1955 Broadway Street, Suite 600, Oakland, CA 94612.

We must hear from you no later than 60 days after the earlier of the date you electronically access your Card Account, if the error could be viewed in your electronic transaction history, or the date we sent the FIRST written transaction history on which the error appeared.

In order for us to investigate your claim, you will need to provide:

- Your name and Account information (including \$Cashtag, email and/or phone number);
- Why you believe there is an error,
- The dollar amount involved; and
- Approximately when the error took place.

If you tell us orally, we may require that you send us your complaint or question in writing within 10 business days. We will determine whether an error occurred within 10 business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to 45 days to investigate the complaint or question. If we decide to do this we will credit your Card Account for return of the credit amount to your Cash App within 10 business days for the amount you think is in error, so that you will have the use of the funds credited to your Cash App for funding your Card Account during the time it takes us to complete our investigation. If we ask you to put your complaint in writing and we do not receive it within 10 business days, we may not credit your Card Account.

For errors involving new Card Accounts we may take up to 90 days to investigate a complaint or question. For

new Card Accounts, we may take up to 20 business days to credit your Card Account for the return of the credit amount to your Cash App for the amount you think is an error. We will tell you the results within 3 business days after completing our investigation. If we decide that there was no error, we will send you a written explanation. You may ask for copies of the documents that we used in our investigation. If you need more information about our error resolution process, contact Customer Service.

**33. Your Liability for Unauthorized Transactions.** Tell us AT ONCE if you believe your Card or PIN has been lost or stolen or you believe a transaction has been made without your permission using information from your Card, your PIN, or Card Account, or you could lose all the money in your Card Account. Contact Customer Service immediately at the number or address provided below to keep possible losses to a minimum. Contacting the Company by telephone at 1-800-969-1940 is the best way to minimize possible losses. (a) Transaction Routed Through the Visa System. Visa Zero Liability Protection. Under Visa U.S.A. Inc. Operating Regulations. Your liability for unauthorized transactions using your Card Account that take place on the Visa system without a personal identification number (PIN) is \$0.00 if you are not grossly negligent or fraudulent in the handling of your Card. This reduced liability does not apply to PIN transactions not processed by Visa (see Transactions Not Routed Through the Visa System below). (b) Transaction Not Routed Through the Visa System. Unauthorized transactions that are not routed through Visa are not protected by the Visa Zero Liability Protection policy. These types of transactions include point of sale, PIN, PINless or other debit transactions not processed by

Visa. If you tell us within two business days after you learn of any unauthorized transactions or the loss of your PIN, you will lose no more than \$50 if someone accessed your Card Account without your permission. If you do NOT tell us within two business days after you learn of an unauthorized transaction or the loss of your PIN, and we can prove we could have stopped someone from accessing your Card Account without your permission if you had told us, you could lose as much as \$500. Also, if your Card Account transaction history or other information shows transfers that you did not make or authorize, tell us at once. If you do not tell us within 60 days after the information is made available to you, you may not get back any money you lost after the 60 days if we can prove that we could have stopped someone from taking the money if you had told us in time. If a good reason (such as a long trip, a hospital stay, or other extenuating circumstances) kept you from telling us, we will extend the times specified above to a reasonable period. You agree to cooperate reasonably with us in our attempts to recover funds from, and to assist in the prosecution of, any unauthorized users of your Card Account.

**34. Unclaimed Property.** If your Card Account becomes inactive (e.g., if you do not use the funds in your Card Account or access your Card 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 Card Account to a state varies by state, but usually ranges between two and five years.

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

**36. 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.

**37. Amendment.** We may add to, delete, or amend this Agreement at any time in our sole discretion without providing notice to you, subject to applicable law. We reserve the right, subject to applicable law, to deliver to you any notice of changes to existing terms or the addition of new terms by posting an updated version of this Agreement on the Cash App website or delivering notice of changes to you electronically.

**38. Entire Agreement.** This Agreement constitutes the entire and sole agreement between you and us with respect to the Program and supersedes all prior understandings, arrangements, or agreements, whether written or oral, regarding the Program.

**39. Cancellation and Suspension.** To the extent permitted by applicable law, we may cancel or suspend your Card, your Card Account, or this Agreement immediately, for any reason, and without notice to you.

You may cancel your Card, your Card Account, or this Agreement at any time by notifying Customer Service at the number or address provided below. Cancellation or suspension of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to such cancellation or suspension. In the event that your Card Account is cancelled, 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. The Bank reserves the right to refuse to return the unused balance if it is less than \$1.00.

**40. Business Days.** Our business days are Monday through Friday 9 am to 5 pm Pacific Time, excluding federal holidays. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.

**41. 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.

**42. Telephone Monitoring and 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.

**43. Website Availability.** Although considerable effort is expended to make our website and other operational



and communications channels available around the clock, we do not warrant these channels to be available and error free every minute of the day. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts.

You agree to act responsibly with regard to our 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.

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

**44. 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 law of another jurisdiction.

**45. Indemnification.** At our request, you agree to defend, indemnify, and hold harmless us and our parents, subsidiaries, and other affiliated companies, and our and their employees, contractors, officers, and directors 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.

**46. LIMITATION OF LIABILITY.** 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, the Card Accounts, 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 the Cards, the Card Accounts, any products or services purchased using Card Accounts, or this Agreement (as well as any related or prior agreement that you may have had with us).

**47. DISPUTE RESOLUTION BY BINDING ARBITRATION; JURY TRIAL WAIVER; CLASS ACTION WAIVER.** 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 Cards, the 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. The arbitration will take place in the federal judicial district of your

residence. As used in this Section, “we” and “us” mean the Bank and its subsidiaries, affiliates, predecessors, successors, and assigns and all of its and their respective employees, officers, directors, agents, and representatives. In addition, “we” and “us” includes the Company and any third party providing any product, service, or benefit in connection with the Cards, 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 arbitrator from the American Arbitration Association (“AAA”) with substantial experience in resolving contract disputes. As modified by this Agreement, and unless otherwise agreed upon by the parties in writing, the arbitration will be governed by the AAA’s Arbitration Rules and, if the arbitrator deems them applicable, the Supplementary Procedures for Consumer Related Disputes (collectively, the “Rules and Procedures”). You should review this provision carefully. To the extent permitted by applicable law, you are GIVING UP YOUR RIGHT TO GO TO COURT to assert or defend your rights EXCEPT for matters that you file in small claims court in your state or municipality within the jurisdictional limits of the small claims court and as long as such matter is only pending in that court. Additionally, 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 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 residence for such purpose. A request for interim measures will not be deemed a waiver of the obligation to arbitrate. Your rights will be determined by a NEUTRAL ARBITRATOR and NOT a judge or jury. You are entitled to a FAIR HEARING, BUT the arbitration procedures may be SIMPLER AND MORE LIMITED THAN RULES APPLICABLE IN COURT. Arbitrators' decisions are as enforceable as any court order and are subject to VERY LIMITED REVIEW BY A COURT. You and we must abide by the following rules: (A) ANY CLAIMS BROUGHT BY YOU OR US MUST BE BROUGHT IN THE PARTY'S INDIVIDUAL CAPACITY, AND NOT AS A PLAINTIFF OR CLASS MEMBER IN ANY PURPORTED CLASS OR REPRESENTATIVE PROCEEDING; (B) THE ARBITRATOR MAY NOT CONSOLIDATE MORE THAN ONE PERSON'S CLAIMS, MAY NOT OTHERWISE PRESIDE OVER ANY FORM OF A REPRESENTATIVE OR CLASS PROCEEDING, AND MAY NOT AWARD CLASS-WIDE RELIEF; (c) in the event that you are able to demonstrate that the costs of arbitration will be prohibitive as compared to the costs of litigation, we will pay as much of your filing and hearing fees in connection with the arbitration as the arbitrator deems necessary to prevent the arbitration from being cost-prohibitive as compared to the cost of litigation, (d) we also reserve the right in our sole and exclusive discretion to assume responsibility for any or all of the costs of the arbitration; (e) the arbitrator will honor claims of privilege and privacy recognized at law; (f) 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; (g) subject to the paragraph labelled "Limitation of Liability," the arbitrator may award any individual relief or

individual remedies that are expressly permitted by applicable law; and (h) 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. This Section will survive termination of your Card Account or this Agreement as well as any voluntary payment of any debt in full by you or any bankruptcy by you or us. 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. If, however, either subpart (a) or (b) of this Section is found to be invalid, unenforceable, or illegal, then the entirety of this arbitration provision will be null and void, and neither you nor we will be entitled to arbitration. If for any reason a claim proceeds in court rather than in arbitration, the dispute will be exclusively brought in federal court if it has jurisdiction or, if it does not, in a state court located in the federal judicial district of your residence. You may reject this Arbitration provision by sending a written rejection notice to us at: Block, Inc., Attn: Arbitration Provision, PO Box 427069, San Francisco, CA 94142. Your rejection notice must be mailed within 45 days after your first card purchase. Your rejection notice must state that you reject the Arbitration provision and include your name, address, phone number, and email associated with your Account;

Account number; and personal signature. No one else may sign the rejection notice. If your rejection notice complies with these requirements, this Arbitration provision and any other arbitration provisions in the cardmember agreements for any other currently open Cash App Card accounts you have will not apply to you, except for any claims subject to pending litigation or arbitration at the time you send your rejection notice. Rejection of this Arbitration provision will not affect your other rights or responsibilities under this section or the Agreement.

For more information on the AAA, the Rules and Procedures, or the process for filing an arbitration claim, you may visit the AAA website at <http://www.adr.org>.

#### **46. Miscellaneous.**

Visa® is a registered trademark of Visa U.S.A. Incorporated. All other trademarks and service marks belong to their respective owners.

This Card is issued by Sutton Bank pursuant to a license from Visa U.S.A. Inc.

#### **United States**

[Cash App Terms of Service](#)

[Cash App Terms of Service \(accounts created prior to June 24, 2021\)](#)

[Cash Sutton Bank Terms of Service](#)

[Cash App Savings Terms of Service](#)

[Cash App Investing Disclosure Library](#)

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