

**Charlie Program Demand Deposit Account Agreement**  
Account agreement / Terms & conditions

October 15, 2024

**IMPORTANT – PLEASE READ CAREFULLY:**

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

**AS A CONDITION OF THE ACCOUNT, YOU MUST CONSENT TO AND HAVE THE ABILITY TO RECEIVE ELECTRONIC STATEMENTS AND ALL OTHER 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:

8605 Santa Monica Blvd.  
PMB 50114  
West Hollywood, CA 90069-4109  
Website: [www.Charlie.com](http://www.Charlie.com)  
Toll-Free Customer Service Number: 866-674-9629

**1. AGREEMENT**

This 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 Charlie Financial Inc.

This Agreement states the terms and conditions governing your FDIC-insured Charlie Cash Demand Deposit Account (“Account”) with the Bank, 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 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.

**YOU AGREE TO BE BOUND BY THIS AGREEMENT AND THE E-SIGN CONSENT WHEN YOU CLICK THE I ACCEPT BUTTON OR USE THE ACCOUNT IN ANY WAY, INCLUDING BY USING THE CARD. YOU REPRESENT THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND THE E-SIGN CONSENT AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT, THE E-SIGN**

CONSENT AND OUR PRIVACY POLICY. PLEASE VISIT [www.Charlie.com](http://www.Charlie.com) (THE “WEBSITE”) TO VIEW, PRINT, AND SAVE THIS AGREEMENT AND [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. 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 and applicable federal law. If any portion of this Agreement is found unenforceable, the rest of this Agreement, without the unenforceable term or terms, will continue in full force and effect. 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.

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

## 2. DEFINITIONS

Below are some other important terms used in this Agreement:

“**ACH**” or “**Automated Clearing House**” refers to an automated clearing house network through which funds are transferred to and from your Account, including Direct Deposits and ACH Withdrawals.

“**ACH Deposit**” means a transfer of funds from an external bank account to your Account through an ACH that is initiated through the Charlie Platform.

“**ACH Withdrawal**” means a transfer made from your Account to an external bank account through an ACH that is initiated through the Charlie Platform.

“**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. Your Available Balance may be reduced by transactions or holds on your Account, including: 1) pending transactions, such as a point-of-sale transactions; 2) funds on hold in accordance with our Funds Availability Policy (see Section 9 below); 3) our receipt of notice that a transaction will be presented or returned; or 4) our receipt of legal process relating to your Account.

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

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

“**Card PIN**” means the personal identification number that you assign to your Card using the Charlie Platform.

“**Cash Deposit**” means a transfer of cash funds to your Account that is initiated through a Visa ReadyLink enabled merchant terminal.

“**Charlie**” refers to Charlie Financial Inc. and has the meaning given to that term in the Charlie Terms located at [www.charlie.com/legal](http://www.charlie.com/legal).

“**Charlie Bill Payment**” means the service offered by Charlie on the Charlie Platform that allows you to authorize us to pay third parties on your behalf electronically (for registered payees) or by sending a paper check (for manually entered payees) using available funds from your Account. Charlie Bill Payment is offered through a third-party service provider.

“**Charlie Platform**” means the website and app offered and maintained by Charlie that allows you to receive products and services offered by Charlie.

“**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 transfer of funds by a third party from an external bank account to your Account through an ACH that is not initiated through the Charlie Platform. Direct Deposits may include your wages, tax refunds, government benefit payments (including Social Security), or child support payments, as applicable, and may be made on a one-time or a repeat basis based on the terms of your agreement with the party sending the Direct Deposit on your behalf.

“**Pay Anyone**” means the service offered by Charlie on the Charlie Platform that allows you to send funds to a Visa or MasterCard debit card of an eligible third party by asking Charlie to send funds from your Account to the third party.

“**Visa Direct Transfer**” means an original credit transaction whereby the Visa network is used to transfer funds from a financial institution or other eligible third party, such as a digital payment service or digital wallet provider, to a Visa debit card associated with an Account.

### 3. FEE SCHEDULE

The fees listed in this Fee Schedule are fees that we may charge for the associated services (or that Charlie may charge in the case of the Charlie+ Monthly Fee). Third parties may also charge you additional fees in connection with the services listed in this Fee Schedule. Any such additional third-party fees are not listed in this Fee Schedule.

<b>Fee</b>	<b>Amount</b>	<b>Details</b>
<b>Account Monthly Fee</b>	<b>\$0.00</b>	<b>If you are not enrolled in Charlie+, there is no monthly fee for this Account.</b>

		<p>For details on fees for enrollment in Charlie+ , refer to <a href="#">Charlie Terms &amp; Conditions</a></p>
<p><b>ATM Withdrawal Fee (In network)</b></p>	<p><b>\$0.00</b></p>	<p><b>In network means ATM services provided through the Allpoint ATM partner network.</b></p>
<p><b>ATM Withdrawal Fee (Out of network)</b></p>	<p><b>\$3.00</b></p>	<p><b>When you use an ATM not owned by us, you may be charged a fee by the ATM operator or any network used (and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer).</b></p> <p><b>Out of network means ATM services that are not provided by the Allpoint ATM partner network.</b></p>
<p><b>ATM Balance Inquiry Fee (In network)</b></p>	<p><b>\$0.00</b></p>	<p><b>In network means ATM services provided through the Allpoint ATM partner network.</b></p>
<p><b>ATM Balance Inquiry Fee (Out of network)</b></p>	<p><b>\$0.50</b></p>	<p><b>You also may be charged an additional fee by the ATM operator.</b></p> <p><b>Out of network means ATM services that are not provided by the Allpoint ATM partner network.</b></p>

<b>Account Funding</b>	<b>\$0.00</b>	<p>We will not charge you any fees for transfers of funds into your Account.</p> <p>You may be charged a fee by a third-party service if you use the third-party service to make transfers of funds to your Account (e.g., Cash Deposit).</p>
<b>Overdraft Fee</b>	<b>\$0.00</b>	<p>There is no fee for Overdrafts for this Account.</p> <p>See the "Overdrafts Are Not Permitted" section for more information about what could occur if your Account becomes overdrawn or has a negative balance.</p>
<b>Replacement Card</b>	<b>\$0.00 for first replacement Card, and \$5.00 for subsequent Card replacements.</b>	<p>There is no fee for the first replacement Card. We will assess a fee for each subsequent replacement Card that you request.</p>
<b>Expedited Card Shipment</b>	<b>\$10.00 for the expedited shipment of any replacement Card.</b>	<p>You may request expedited shipping of a replacement Card. This fee is in addition to any applicable replacement Card fee.</p>
<b>Account Closure</b>	<b>\$0.00</b>	<p>There is no fee to close your Account.</p>

#### 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 Charlie 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.

Charlie and Bank will attempt to communicate with you only by use of the most recent contact information you have provided to Charlie. You agree that any notice or communication sent to you at an address noted in Charlie's records shall be effective unless Charlie has received an address change notice from you. We accept no responsibility for your failure or delay in receiving email messages. If you make your email account available to any other individual, you accept responsibility for any release of your 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 Charlie and the Bank's 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 your 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**

**Deposits may be made only in the form, manner, and amount we permit in our sole discretion.** Funds may be deposited to your Account in the ways described in the table below and no other. Please consult the Fee Schedule to determine whether fees may apply before having funds deposited. The amount of fees, if any, may vary depending on the type of deposit made.

<b>Deposit Type</b>	<b>Limit</b>	<b>Frequency</b>
<b>Direct Deposit*</b> . Funds may be deposited to your Account through a Direct Deposit.	\$25,000.00	Per Transaction
	\$25,000.00	Per Day
	\$25,000.00	Per Month
<b>ACH Deposit.</b> You may deposit funds to your Account through an ACH Deposit.	\$3,000.00	Per Transaction
	\$10,000.00	Per Day
	\$10,000.00	Per Month
<b>Visa Direct Transfer**.</b> Funds may be deposited to your Account through a Visa Direct Transfer.	\$3,000.00	Per Transaction
	\$3,000.00	Per Day
	\$5,000.00	Per Month
<b>Cash Deposit**.</b> You may deposit funds to your Account through a Cash Deposit.	\$1,000.00	Per Transaction
	\$1,000.00	Per Day
	\$10,000.00	Per Month
<p>*The recipient's name on any Direct Deposits we receive must match the name registered on the Account. Any Direct Deposit received for a name other than the name registered on the Account may be returned to the originator.</p> <p>** For Visa Direct Transfer and Cash Deposits, VISA or other third parties may impose their own more restrictive limits on the frequency or amount you may transfer to your Account. You may also be required to meet certain identification requirements, including presenting your Card, in order to complete Cash Deposits. No other person can deposit money into your Account on your behalf without your authorization.</p>		

### **Other Deposits Not Accepted**

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.

### **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. The availability of FDIC insurance is contingent upon us 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. Deposits will not be FDIC insured until we receive the funds even if we make the funds available to you prior to receipt as described in Section 9 below.

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](http://www.fdic.gov).

### **8. MAXIMUM PERMITTED ACCOUNT BALANCE**

The maximum balance in your Account at any time is limited to \$100,000.

### **9. FUNDS AVAILABILITY POLICY**

Funds deposited in any of the ways described in Section 7 will generally be available for use on the Business Day we receive the deposit; provided, however, that we reserve the right to delay the availability of deposits funded by ACH Deposit to allow us time to verify the external account and receive payment on collected 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 you have arranged to have funds transferred by ACH to your Account by your employer or other appropriate payor and they notify us about a transmission error or other problem with their systems, your ability to withdraw funds may be delayed. In general, you should have access to such funds within five (5) Business Days after we receive the deposit 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 the Charlie Platform.

### **11. SUBSEQUENT REVERSALS OF DEPOSITS**

**If final payment is not received on any item you deposit to your Account, or if we are required to return any deposit for any reason**, 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 ARE NOT PERMITTED**

This Account does not allow you to have overdrafts and 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 without limit by overspending using your Card. It is your responsibility to know whether you have sufficient available funds in your Account before using your Card or authorizing a debit from your Account. If a transaction exceeds your Account balance and causes your Account to be overdrawn, including without limit because the retailer or merchant does not request authorization for a Card transaction or your Available Balance is too low to pay a debit in full, you will 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, 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, and use will remain suspended until you have restored a positive Account balance.

**13. WITHDRAWING FUNDS FROM YOUR ACCOUNT AND OTHER TRANSACTION LIMITS**

**Withdrawals may be made only in the form, manner, and amount we permit in our sole discretion.** You may withdraw funds from your Account in the ways described in the table below and no other. Limits are inclusive of any fees that may be assessed by us or the ATM operator when using out-of-network ATMs. Please consult the Fee Schedule to determine whether fees may apply before making a withdrawal. The amount of fees, if any, may vary depending on the type of withdrawal you make.

Withdrawal Type	Limit	Frequency
<p><b>Charlie Bill Payment.</b> Your ability to write checks (either electronically or paper checks) on your Account is limited to using Charlie Bill Payment (See Section 14 below). You acknowledge there is no float period for checks drawn against your Account using Charlie Bill Payment. Whenever you request a Charlie Bill Payment, we immediately place a hold on your deposit funds in the full amount of the transaction. Those held funds should be considered spent, regardless of whether your electronic or paper check payment has cleared yet.</p>	\$3,000.00	Per Transaction
	\$3,000.00	Per Day
	\$5,000.00	Per Month

<p><b>Pay Anyone.</b> You may use Pay Anyone to send funds to a Visa or MasterCard debit card of an eligible third party. Whenever you request a Pay Anyone payment, we immediately place a hold on your deposit funds in the full amount of the transaction. Those held funds should be considered spent, regardless of whether your Pay Anyone payment has cleared yet. These limits may also be subject to more restrictive limits applicable to the third party's debit card by the third party's bank, Visa, or MasterCard.</p>	\$3,000.00	Per Transaction
	\$3,000.00	Per Day
	\$5,000.00	Per Month
<p><b>Point-of-Sale (POS) Purchase Transactions.</b> You may make POS purchase transactions using your Card.</p>	\$2,500.00	Per Transaction
	\$2,500.00	Per Day
	\$10,000.00	Per Month
<p><b>ATM withdrawals.</b> You may withdraw funds from your Account using your Card at ATMs within the United States.</p>	\$1,000.00	Per Transaction
	\$1,000.00	Per Day
	\$5,000.00	Per Month
<p><b>International ATM withdrawals.</b> You may withdraw funds from your Account using your Card at ATMs outside the United States.</p>	\$300.00	Per Transaction
	\$750.00	Per Day
	\$5,000.00	Per Month
<p><b>ACH Withdrawal.</b> You may withdraw funds from your Account through an ACH Withdrawal.</p>	\$5,000.00	Per Transaction

	\$10,000.00	Per Day
	\$10,000.00	Per Month

#### **14. CHARLIE BILL PAYMENT**

You may use Charlie Bill Payment to direct the Bank to make payments from your Account to third parties (“Payees”) whom you have selected in advance to receive payment. You may make electronic payments through Charlie Bill Payment to third parties registered with the Mastercard Remote Payment and Presentment Service. You may make payments through Charlie Bill Payment via paper check to any business, merchant, or professional that generates a bill or invoice for products or services provided to you on your behalf and that has an address we can verify (“Business Payee”), as well as individuals, family, or friends for non-business purposes (“Individual Payees”). Although you will not be asked to designate your payees as “Business” or “Individual” when you enter them through Charlie Bill Payment, we reserve the right, in our sole discretion, to determine at any time into which category a Payee falls. Payments may be made only to Payees with a U.S. payment address. Payments cannot be made to Business Payees or Individual Payees outside of the United States, or in a foreign currency. You may not make a payment of alimony, child support, taxes, or other governmental fees or court-directed payments through Charlie Bill Payment.

Charlie Bill Payment is limited to your Available Balance. You are responsible for paying your bills on time.

The Bank reserves the right to refuse to process Bill Payments to any individual or business. If the decision is made to refuse a payment, the Bank will notify you on or before the next business day. Bill Payments may be refused or returned by the individual or company to whom the payment was issued. The U.S. Postal Service may also return paper checks in cases of expired, incorrect, or invalid addresses. If the Bill Payment is returned for any reason, the Bill Payment will be voided, and the full amount credited to your Account following Bank’s receipt of a return check.

#### **15. PAY ANYONE**

You may use Pay Anyone to direct the Bank to send funds from your Account to a Visa or MasterCard debit card of an eligible third party (“Recipient”) whom you have selected in advance to receive funds. Bank will automatically debit funds sent through Pay Anyone from your Account. Funds transferred through Pay Anyone may be held, delayed, or blocked in Bank’s or Charlie’s sole discretion. Bank or Charlie may require additional information to complete a Pay Anyone transaction. You may not initiate a Pay Anyone transaction if the amount of the transaction would exceed the available balance in your Account.

You must make sure the Recipient’s information is entered accurately to ensure funds are sent to the correct Recipient. Bank will pay the Pay Anyone transaction as you instruct and will not be

liable for any error in the information you enter to initiate a Pay Anyone transaction. You are liable for any Pay Anyone transaction except in the case where the Pay Anyone transaction was unauthorized or the Pay Anyone transaction was not properly executed by Bank in accordance with your instructions. This means you are liable for any transaction made using Pay Anyone, even if you are unsatisfied with an exchange of goods or services.

Your use of Pay Anyone is determined by Bank and Charlie in our sole discretion. Bank or Charlie may suspend or terminate your use of Pay Anyone at any time and without prior notice to you, unless required by applicable law, rules, or regulations.

## **16. ELECTRONIC COMMUNICATIONS**

YOU AGREE TO ACCEPT ELECTRONIC COMMUNICATIONS INCLUDING ALL RECORDS, NOTICES, AND STATEMENTS WHEN YOU 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; (2) you wish to enter into this Agreement electronically; (3) you understand all communications provided to you in electronic form are deemed to have been in written form; and (4) you 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 Charlie through the customer service contact information 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.

## **17. STATEMENTS**

Charlie 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. You will not automatically receive paper statements. If you require a paper copy of your statement, please write to 8605 Santa Monica Blvd., PMB 50114, West Hollywood, CA 90069-4109 and specify the nature of your request.

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

**Temporary Card.** You will receive a temporary card when you open your Account. The temporary card can be used wherever Visa debit cards are accepted. Notwithstanding the foregoing, you may not use your temporary card: (i) for any purchase at a merchant that uses a manual imprint machine; (ii) at ATMs or for any other type of transaction that requires a PIN, or (iii) at merchants outside of the United States (including internet websites based outside the United States). Your temporary Card must be registered and activated.

**Personalized Card.** 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 must be signed immediately upon receipt. Cards may be activated by going to [www.Charlie.com](http://www.Charlie.com) and logging into your account, or by calling 866-674-9629. **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 back 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 if it has been revoked or has expired, and you must return your revoked Card to us upon demand. You are required to notify Charlie promptly if your Card is lost or stolen.

## **19. CARD USE**

You may use your Card to purchase or lease goods or services anywhere Visa debit cards are accepted. Use of the Card is intended for personal use of the person named on the front of the card only. If you use your Card number without presenting your Card (such as for a mail order, telephone, or Internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of transactions you can make on your Card. If you use your Card at an automated fuel dispenser (“pay at the pump”), the merchant may preauthorize the transaction amount up to \$100.00 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, additional charges or incidental expenses incurred. Any preauthorization amount will place a “hold” on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. It may take up to seven (7) days (thirty (30) days for hotels) for the hold to be removed. During the hold period, you will not have access to the preauthorized amount.

## **20. UNAUTHORIZED CARD ACTIVITY**

Your Card is intended for 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, or block any Card transaction, if 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.

## **21. CARD PIN**

You will select your PIN during the registration process or when activating your card in the Charlie Platform. 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 Charlie immediately following the procedures in Section 33 (Your Liability for Unauthorized Transfers).

## **22. 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, Charlie, nor their respective affiliates, employees or agents are responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with a Card or any damages resulting directly or indirectly from the use of the Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

## **23. CARD REPLACEMENT**

If you need to replace your Card for any reason, please contact Charlie 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. Charlie reserves the right to require an affidavit signed by you and conduct an investigation into the validity of any request. There is a fee for expedited shipping of a replacement Card in the amount shown in the paragraph of this Agreement captioned "Fee Schedule," which will be deducted from the balance associated with the new Card. 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.

## **24. CARD EXPIRATION**

The Card is valid through the expiration date shown on the back of the Card, except where prohibited or modified by applicable law. The Card will expire, in accordance with applicable law, on that expiration date. You will not be able to use your Card after the expiration date; however, if your Account is in good standing we will issue you a new personalized Card when your Card expires.

## **25. FOREIGN CURRENCY TRANSACTIONS**

If you obtain your funds or make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by the Card Network into an amount in the currency of your Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by the Card Network from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate the Card Network itself receives, or the government-mandated rate in effect for the applicable central processing date.

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

## **26. RECEIPTS**

You can get a receipt each time you make any transfer to or from your Account using one of the ATMs. You also should receive a receipt when you make a transaction using your Card. You agree to retain, verify, and reconcile your transactions and receipts.

## **27. 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 Charlie with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to Charlie 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.

## **28. DISCLAIMER OF WARRANTIES**

EXCEPT FOR ANY EXPRESS WARRANTIES WE PROVIDE IN THIS AGREEMENT, WE AND CHARLIE 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.

Neither we nor Charlie are responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

## **29. LIMITATION OF LIABILITY**

NEITHER WE NOR CHARLIE WILL 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 OR CHARLIE OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE REQUIRED BY LAW. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOUR RECOVERY FOR ANY ALLEGED NEGLIGENCE OR MISCONDUCT BY US OR CHARLIE SHALL BE LIMITED TO THE TOTAL AMOUNT IN YOUR ACCOUNT.

### **30. UNCLAIMED PROPERTY**

Applicable unclaimed property 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, Charlie or the Bank may try to contact you at the address shown in Charlie's records. If Charlie or the Bank are unable to contact you, we may be required to transfer any funds remaining in your Account to state government authorities as unclaimed property.

### **31. 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 credit bureau or 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](https://www.suttonbank.com/_kcms-doc/85/49033/WK-Privacy-Disclosure-1218.pdf), for further details.

### **32. OUR LIABILITY FOR TRANSFER ERRORS**

If we do not complete a transfer to or from your Account on time or in the correct amount according to our Agreement with you, we will be liable for your losses or damages. However, there are some exceptions. We will not be liable, for instance:

- (1) If through no fault of ours, you do not have enough funds available in your Account to make the transfer;
- (2) If a merchant refuses to accept your Card;
- (3) If the ATM where you are making cash withdrawal does not have enough cash;
- (4) If an electronic terminal was not working properly, and you knew about the problem when you initiated the transfer;
- (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 transfer, despite reasonable precautions that we have taken;
- (9) For any other exception stated in our Agreement with you or by applicable law.

### **33. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

Tell Charlie 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. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account. If you tell Charlie 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 you do NOT tell Charlie within 2 Business Days after you learn of the loss or theft of your Card, PIN or Account number, and Charlie can prove Charlie could have stopped someone from using your Card, PIN or Account number without your permission if you had told Charlie, you could lose as much as \$500.

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

**Contact in event of unauthorized transfer.** If you believe your Card, PIN or Account number has been lost or stolen, call: 866-674-9629.

If your Card has been lost or stolen please notify Charlie immediately and Charlie will inactivate your Card and send you the first replacement Card at no charge. There is a fee for each subsequent replacement Card. Please refer to the paragraph of this Agreement captioned “Fee Schedule” above. In some cases, Charlie may close your Account to keep losses down. Upon your request, we may provide you with a replacement Card.

### **34. AMENDMENT AND CANCELLATION**

We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement at [www.charlie.com/legal](http://www.charlie.com/legal). You will be notified of any amendment prior to its effective date if required by law, but otherwise, any such amendment shall be effective upon such posting to that website. The current Agreement is available at [www.charlie.com/legal](http://www.charlie.com/legal). 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 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 reserve the right to refuse to return any unused balance amount less than \$0.01. Any request for a return of funds shall be processed within a reasonable period of time after your request.

### **35. ACCOUNT ADJUSTMENTS**

Charlie 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, Charlie 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 Are Not Permitted" section above for more information about what could occur if your Account has a negative balance.

### **36. IN CASE OF ERRORS OR QUESTIONS ABOUT YOUR ELECTRONIC TRANSFERS**

Telephone Charlie at 866-674-9629 as soon as you can, if you think your statement or receipt is wrong or if you need more information about a transaction listed on the statement or receipt. Charlie must hear from you no later than sixty (60) days after Charlie sent the FIRST statement on which the problem or error appeared. You may request a written history of your transactions at any time by calling 866-674-9629. You will need to:

1. Tell Charlie 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 Charlie the dollar amount of the suspected error.

If you tell Charlie orally, Charlie may require that you send your complaint or question in writing within ten (10) Business Days.

Charlie will determine whether an error occurred within ten (10) Business Days after Charlie hears from you and will correct any error promptly. If Charlie needs more time, however, Charlie may take up to forty-five (45) days to investigate your complaint or question. If Charlie decides to do this, Charlie will credit your Account within ten (10) business days for the amount you think is in error, so that you will have the use of the money during the time it takes to complete the investigation. If Charlie asks you to put your complaint or question in writing and you do not provide it within ten (10) Business Days, Charlie may not credit your Account.

For errors involving new accounts, point-of-sale (POS) transactions, or foreign-initiated transactions, Charlie may take up to ninety (90) days to investigate your complaint or question. For new accounts, Charlie may take up to twenty (20) Business Days to credit your account for the amount you think is in error.

Charlie will tell you the results within three (3) Business Days after completing the investigation. If Charlie decides that there was no error, Charlie will send you a written explanation. You may ask for copies of the documents used in the investigation by contacting Charlie at the phone number listed at the beginning of this section. If you need more information about Charlie's error-resolution procedures, call 866-674-9629.

You may request a written history of your transactions at any time by calling 866-674-9629.

### **37. PREAUTHORIZED DEPOSITS OR CREDITS.**

If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, you can call Charlie at 866-674-9629 to find out whether or not the deposit has been made.

### **38. PREAUTHORIZED PAYMENTS.**

**Right to stop payment and procedure for doing so.** If you have told Charlie in advance to make regular payments out of your account, you can stop any of these payments. Here's how:

Call Charlie at 866-674-9629 in time for Charlie to receive your request 3 Business Days or more before the payment is scheduled to be made. If you call, Charlie may also require you to put your request in writing and get it to Charlie within 14 days after you call.

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

**Liability for failure to stop payment of preauthorized transfer.** If you order Charlie to stop one of these payments 3 Business Days or more before the transfer is scheduled, and Charlie does not do so, Charlie will be liable for your losses or damages.

### **39. 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 Charlie at the Customer Service number stated above 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.

#### **40. WEBSITE AVAILABILITY**

Although considerable effort is expended to make Charlie's website and other operational and communications channels available around the clock, Charlie does not warrant these channels to be available and error free every minute of the day. You agree that Charlie and Bank will not be responsible for temporary interruptions in service due to maintenance, website changes, or failures, nor shall Charlie or Bank 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 Charlie'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.

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

#### **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. CUSTOMER SERVICE**

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

Customer Service agents are available Monday through Friday 8 a.m. to 4:30 p.m. MST, for support via phone.

#### **43. TELEPHONE MONITORING/RECORDING**

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

#### **44. 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.

## 45. ARBITRATION CLAUSE

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

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

We will pay all fees associated with administration of arbitration, including fees to commence the arbitration. At your written request, we will consider in good faith making a temporary advance of your share of any arbitration fees, or paying for the reasonable fees of an expert appointed by the arbitrator for good cause.

Arbitration procedures are generally simpler than the rules that apply in court, and discovery is more limited. The arbitrator’s decisions are as enforceable as any court order and are subject to very limited review by a court. Except as set forth below, the arbitrator’s decision will be final and binding. Other rights you or we would have in court may also not be available in arbitration.

**NO CLASS ACTION, OR OTHER REPRESENTATIVE ACTION, OR PRIVATE ATTORNEY GENERAL ACTION, OR JOINDER OR CONSOLIDATION OF ANY CLAIM WITH A CLAIM OF ANOTHER PERSON SHALL BE ALLOWABLE IN ARBITRATION.**

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

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

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

You may reject this Arbitration provision by sending a written rejection notice to us at: 8605 Santa Monica Blvd, PMB 50114, West Hollywood, CA 90069 Your rejection notice must be mailed within 45 days after you first use your Card or Account. Your rejection notice must state that you reject the Arbitration provision and include your name, address, Account number and personal signature. No one else may sign the rejection notice. If your rejection notice complies with these requirements, this Arbitration provision 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.