

## Toast Pay Card Short Form Disclosure

You do not have to accept this payroll card. Ask your employer about other ways to receive your wages.			
Monthly fee	Per purchase	ATM withdrawal	Cash reload
<b>\$0</b>	<b>\$0</b>	<b>\$0</b> in-network <b>\$0</b> out-of-network	<b>N/A</b>
ATM balance inquiry (in-network or out-of-network)			\$0
Customer service (automated or live agent)			\$0
Inactivity			\$0
<b>We charge no other types of fees.</b>			
<b>No overdraft / credit feature.</b>			
Your funds are eligible for FDIC insurance.			
For general information about prepaid accounts, visit <a href="http://www.cfpb.gov/prepaid">www.cfpb.gov/prepaid</a> .			
See the cardholder agreement for free ways to access your funds and balance information.			
Find details and conditions for all fees and services in the cardholder agreement.			

Toast Pay Cards are issued by Sutton Bank, member FDIC.

## List of all fees for the Toast Pay Card Program

All Fees	Amount	Details
<b>Get Started</b>		
Card Purchase	\$0	
<b>Monthly Usage</b>		
Monthly Fee	\$0	
<b>Add Money</b>		
Direct Deposit	\$0	
<b>Spend Money</b>		
ACH Debit authorization	\$0	Third-party fees may apply.
ACH Credit authorization	\$0	
Bill Payment	N/A	
<b>Get Cash</b>		
ATM Withdrawal (in-network)	\$0	To locate a free in-network ATM, visit <a href="https://www.moneypass.com/atm-locator.html">https://www.moneypass.com/atm-locator.html</a>
ATM Withdrawal (out-of-network)	\$0	Out-of-network means all ATMs outside of the MoneyPass Network. Third-party ATM operators may charge a fee, even if you do not complete a transaction.
Over-the-Counter Cash Withdrawals	\$0	Third-party fees may apply for over-the-counter cash withdrawals conducted at a financial institution that is not a participating Mastercard® member bank or credit union.
<b>Information</b>		
Customer Service	\$0	
ATM Balance Inquiry (in-network)	\$0	To locate a free in-network ATM, visit <a href="https://www.moneypass.com/atm-locator.html">https://www.moneypass.com/atm-locator.html</a>
ATM Balance Inquiry (out-of-network)	\$0	Third-party ATM operators may charge a fee, even if you do not complete a transaction.
<b>Using Your Card Outside the U.S.</b>		
International Transactions	N/A	This card may not be used for international transactions.
<b>Other</b>		
Inactivity	\$0	
Replacement Cards	\$0	

Your funds are eligible for FDIC insurance through Sutton Bank, member FDIC.

No overdraft / credit feature.

Contact Toast Pay Card by calling 1-866-218-6688, by mail at ATTN: Toast Pay Card, 401 Park Drive, Suite 801, Boston, MA 02215, or visit [toasttab.com/pay-card](https://toasttab.com/pay-card).

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).

Find details and conditions for all fees and services in your Cardholder Agreement.

## TOAST PAY CARD CARDHOLDER AGREEMENT

**Important - Please Read Carefully.**

**YOU DO NOT HAVE TO ACCEPT THIS PAYROLL CARD. ASK YOUR EMPLOYER ABOUT OTHER WAYS TO RECEIVE YOUR WAGES.**

**THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION (“ARBITRATION CLAUSE”) REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION AND WAIVING A RIGHT TO TRIAL BY JURY**

**AND TO PARTICIPATE IN CLASS ACTIONS. You may reject the arbitration provision by sending us written notice within 45 days after your first card purchase.**

**1. ABOUT YOUR CARD.** This Toast Pay Card Cardholder Agreement (“Agreement”) constitutes the agreement between you and Sutton Bank, headquartered in Attica, Ohio (“Sutton Bank” or “Issuer”), outlining the terms and conditions under which the Toast Pay Card (“Card”) has been issued to you by the Issuer. The Issuer is an FDIC insured member institution. The Card is issued to you by Sutton Bank. “Card Account” means the records we maintain to account for the funds associated with the Card. “Employer” means your current employer or one of its affiliates through whom you initially enrolled in the Toast Pay Card Program and who deposits wages or other compensation into your Card Account. Issuance to you of a Card is subject to successful completion of the Issuer’s identification verification process and receipt of the Issuer’s approval. “You” and “your” mean the person or persons who have received the Card and are authorized to use the Card as provided for in this Agreement. “We,” “us,” and “our” mean the Issuer and its respective successors, affiliates, or assignees. Any references to “days” found in this Agreement are calendar days unless indicated otherwise. References to “business days” are Monday through Friday, excluding federal holidays, even if we are open.

You acknowledge and agree that the value available in the Card Account is limited to the funds that your Employer has loaded into the Card Account on your behalf. The Card is not connected in any way to any other account. You will not receive any interest on your funds in the Card Account. The Card will remain the property of the Issuer and must be surrendered upon demand. The Card is non-transferable, is not for resale, 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 cancel your Card 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 and conditions of this Agreement.

Please read this Agreement carefully and keep it for future reference.

By activating your Card or participating in the Toast Pay Card 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 our privacy policy, 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). To view, print, or save this Agreement, please use the MyToast mobile application, available either via a direct link from Toast or, otherwise, via the Google Play store or Apple Store (“MyToast”). If you do not agree to the terms and conditions of this Agreement and our privacy policy, do not activate your Card. Certain services provided to you in connection with your Card will be provided by Toast, Inc. (together with its affiliates, “Toast”). Toast is not an affiliate of Sutton Bank. By using this card and the services provided by Toast, you also agree to Toast’s privacy policy, available on MyToast and Toast’s privacy statement, available at <https://pos.toasttab.com/privacy>.

## **2. ELECTRONIC SIGNATURES AND COMMUNICATIONS.**

- **Your Consent.** From time to time, we may be required to deliver certain communications to you in writing, including, without limitation, records, notices, disclosures (including the disclosures provided in this Agreement), statements, and other communications related to your Toast Pay Card and services provided under this Agreement (such certain communications, collectively, “Communications”). By agreeing to the terms of this Agreement electronically, you:

- Consent to use electronic signatures and to receive via electronic means (including, without limitation, via email, MyToast, website, or, as permitted by law, SMS text) all Communications that we may otherwise be required to send or provide you in paper form (e.g., by mail);
  - Represent that you have read and understand this Section 2 and that you satisfy the minimum hardware and software requirements specified below;
  - Agree that your consent applies to all Communications delivered in this Agreement; and
  - Agree that you will save or otherwise electronically store a copy of all Communications that we send to you electronically.
- 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: Toast, Inc., Attn: Toast Pay Card, 401 Park Drive, Suite 801, Boston, MA 02215. If you withdraw your consent to receive Communications electronically, at our election, we may close your Card Account upon notice to you, in which case you will no longer be able to use your Card or participate in the Toast Pay Card Program. 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.
  - 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 or mobile device number by updating your profile on MyToast. We are not liable for any Communications that you do not receive because your information in MyToast is incorrect or out of date, or if Communications are blocked by your service provider. If you make your email account or phone available to any other individual, you agree that you are responsible for any release of any Card Account information to such individual.
  - Hardware and Software Requirements. In order to access and retain Communications provided to you electronically, you must have: (1) a valid email address and mobile phone number; (2) a mobile device (such as tablet or smartphone) capable of supporting the latest version of MyToast; (3) a connection to the Internet; (4) the latest two major versions of iOS and the latest five major versions of Android; (5) a current version (supported by its publisher) of a program that accurately reads and displays PDF files, such as Adobe Acrobat Reader version 7 or higher; (6) a 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.
  - 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 MyToast or delivering notice of such termination or change electronically.

**3. DESCRIPTION OF YOUR CARD.** The Card is a prepaid payroll card on which you may receive your wages, tips, wage advances, and other income that your Employer transfers to your Card Account, and use the funds to obtain cash at ATMs and via over-the-counter (OTC) cash withdrawals at participating financial institutions, and make purchases of goods and services, wherever prepaid debit cards bearing the applicable payment network brands on your Card are accepted in the United States, subject to the transaction limitations in this Agreement.

The Card is not a gift card. The Card is not a device that accesses money in an individual checking or savings account. When you use your Card, you are redeeming the value on the Card in the form of funds loaded by your Employer and not making a withdrawal from a checking or savings account. Your Card is not a bank deposit account, debit card, or a charge card that allows you to make purchases or obtain advances and pay later. The Card is not a credit card and will not enhance your credit rating. The Card is our property and is non-transferable.

#### **4. ELIGIBILITY; PROCEDURES FOR OPENING A CARD ACCOUNT.**

In order to establish and maintain a Card Account, you must:

- (a) Be a United States citizen or lawful resident with proper, unexpired legal authority to work in the United States;
- (b) Be employed by an Employer that participates in the Toast Pay Card Program;
- (c) Be at least 18 years old or the age of majority in your jurisdiction;
- (d) Agree to this Agreement, as it may be amended from time to time as set forth on MyToast in accordance with applicable law;
- (e) Accept the Bank Privacy Policy 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), and the Toast Privacy Policy and MyToast End User License Agreement (each available in MyToast); and
- (f) Provide us with the information we request to verify your identity and employment by your Employer. This information may be compared to information obtained through third party sources (including Toast), as permitted by law. If we cannot verify this information, your Card Account may not be opened, or it may be restricted or closed. We will not be responsible for any losses or damages.

If at any time you fail to meet any of the above conditions, we may suspend or close your account.

## **5. CARD ACTIVATION.**

YOU MUST ACTIVATE YOUR CARD PRIOR TO USING IT.

To activate your Card, you must call us at 866-218-6688. We may refuse to activate your Card (or any replacement Card) in our sole discretion. If you receive a replacement Card (see the paragraph labeled "Card Replacement"), once you activate your replacement Card, the money in your Card Account will be automatically be accessible by your replacement Card, and you will no longer be able to use any other Card that was previously connected to your Card Account.

By activating the Card or by retaining, using, or authorizing the use of the Card, you represent and warrant to us that: (a) you meet the eligibility requirements set forth in Paragraph 4(a)-(c) above; (b) you received a copy of this Agreement and agree to be bound by and to comply with its terms; (c) that all information you have provided to us in connection with your Card is true, correct, and complete; and (d) you accept the Card.

Your "Virtual Card" is an online representation of your Card that you may use to make certain electronic fund transfers to and from your Card Account. You may be able to obtain and activate a Virtual Card for your Card Account through MyToast. For the avoidance of doubt, the use of your Virtual Card will have the same legal effect as when you use your physical Card, and the terms of this Agreement apply to any transactions made using your Virtual Card. You must still activate your physical Card to use it even if you have already activated your Virtual Card. Unless the context requires otherwise, "Card" in this Agreement refers to the Virtual Card and the physical Card.

**6. PERSONAL IDENTIFICATION NUMBER (PIN).** You may obtain a PIN any time by calling 866-218-6688 or by other means we may make available to you from time to time. You should not write or keep your PIN with your Card. Never share your PIN with anyone. 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 us immediately following the procedures in the paragraph labeled "Your Liability for Unauthorized Transfers."

**7. AUTHORIZED CARD USERS.** You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card or Card number we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of your Card according to the terms and conditions of this Agreement.

**8. FDIC INSURANCE.** The funds in your Account are held in a pooled account at Bank. Those funds are eligible for FDIC insurance up to \$250,000 on a pass-through basis and do not pay any interest. The availability of FDIC insurance is contingent upon Toast 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.

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).

**9. LOADING YOUR CARD.** Funds can be loaded to your Card Account by your Employer at any time after your Card is successfully activated. Except as discussed later in this paragraph, your Employer will be the sole means of adding funds to your Card Account. We will not accept any checks, money orders, or cash mailed to us for deposit, or any inbound ACH or wire transfers to your Account. Those items will be rejected unless your Card Account has a negative balance, in which case the Bank may choose to apply the proceeds of a check or money order to such negative balance. You agree that we are not liable for the safe return of any checks, money order, or cash you send us. Except as required by law, we will have no obligation to you in the event that your Employer is slow in loading, or fails to load, funds to your Card Account, including if the amount that you earn exceeds the load limits set forth below. We are not responsible for reporting on your wages to anyone for tax purposes or other reasons.

If you have arranged for your Employer to make direct deposits to your Card Account at least once every 60 days from the same person or company, you can call us at 866-218-6688 or use MyToast to find out whether or not the deposit has been made.

We may impose limits on the amount that may be loaded onto your card in a given time period. As of the effective date of this Agreement these limits are as set forth below, but may be changed at any time in our discretion, to the extent permitted by law. You should talk to your Employer in advance of your payday if you believe the amount to be loaded to your Card Account may exceed these limits:

Limit	Amount
Per-transaction Load Limit	\$9,999.00
Daily Load Limit	\$9,999.00
30-day Load Limit	\$15,000.00

**10. USING YOUR CARD.** Each time you use your Card, you authorize us to reduce the funds loaded to your Card Account by the amount of the transaction and any applicable fees. At the time of each transaction using the Card, you may be asked to sign a receipt for the transaction. You may use your Card to purchase or lease goods or services anywhere Mastercard debit cards, MoneyPass, or PULSE enabled debit cards are accepted, as long as you do not exceed the value available on your Card Account.

You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions. If there are not sufficient funds in the Card Account to cover the transaction amount, the transaction will generally be declined. Nevertheless, if a transaction exceeds the balance of the funds available on your Card, you shall remain fully liable to us for the amount of the transaction and any applicable fees. We may deduct any amount that you owe us from any current or future funds associated with this or any other Card or Card Account you activate or maintain.

If you do not have sufficient funds in the Card Account, you can request that the merchant charge a part of the purchase to the Card Account and pay the remaining amount with cash or another payment method. These are called "split transactions." Some merchants do not allow cardholders to conduct split transactions. If you wish to conduct a split transaction, and it is permitted by the merchant, you must tell the merchant to charge only the exact amount of funds available on the Card to the Card. You must then arrange to pay the difference using

another payment method. Some merchants may require payment for the remaining balance in cash. If you fail to inform the merchant that you would like to complete a split transaction prior to swiping your Card, your Card is likely to be declined.

If you use your Card at an automated fuel dispenser (pay at the pump), the merchant may pre-authorize the transaction amount up to \$75.00 or more. If your Card is declined, even though you have sufficient funds available, pay for your purchase inside with the cashier. If you use your Card at a restaurant, a hotel, or for similar purchases, the merchant may pre-authorize the transaction amount for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any pre-authorization 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 for the hold to be removed. During the hold period, you will not have access to the pre-authorized amount.

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. Your Card cannot be redeemed for cash except where required by law. You may not use your Card for online gambling, or for any illegal transaction. We may restrict transactions based on Merchant Category Code or Merchant ID. If you attempt to use your Card at one of these merchants, your transaction may be declined. We may refuse to process any transaction we believe violates the terms of this Agreement or applicable law. If you authorize a transaction and then fail to make a purchase of that item as planned, the approval may result in a hold for that amount of funds for up to thirty (30) days or more.

**11. OBTAINING CASH.** With your PIN, you may use your Card to obtain cash at any Automated Teller Machine ("ATM") that displays the Mastercard®, Maestro®, or Cirrus® acceptance mark. We do not charge a fee for your use of any ATM bearing the MoneyPass logo ("In-Network ATM"). In-Network ATM locations can be found at <https://www.moneypass.com/atm-locator.html>. If you use an ATM that is not an In-Network ATM, you may be charged a fee by the ATM operator for any network used, and you may be charged a fee for a balance inquiry even if you do not complete a fund transfer. We are not responsible for such fee. The amount of any ATM surcharge should be disclosed at the ATM. Any such surcharge will be deducted from the balance of the Card, along with the amount of the withdrawal performed at the ATM. Your balance can be viewed at no charge within MyToast.

You may also use your card to obtain cash through an OTC cash withdrawal at any participating bank or credit union bearing the Mastercard acceptance mark. We do not charge a fee for any OTC cash withdrawals; however, if you complete an OTC cash withdrawal at a financial institution other than a Mastercard member bank or credit union, you may be charged a fee by the financial institution completing the transaction. We are not responsible for such fee. If you believe that you were erroneously charged a fee in connection with an OTC cash withdrawal at a Mastercard member bank or credit union, please call 866-218-6688 to report the error.

When you obtain cash from an ATM or through an OTC cash withdrawal, you may withdraw cash in one or more transactions, subject to the transaction limits set forth in this Agreement. Please note that each ATM owner or financial institution (as applicable) may establish additional limits as to how much cash may be obtained at a single time or through a single location. This means that you may need to visit more than one ATM or financial institution if you are seeking to withdraw cash in an amount which is less than or equal to the total limit transaction limits set forth in the paragraph labeled "Transaction Limits", but more than the limit established by the individual ATM or financial institution (as applicable).

## **12. ACH SERVICES.**

Beginning as of May 5, 2022 for Android users and May 17, 2022 for iOS users, you may use MyToast to submit a request for us to initiate an electronic transfer via the Automated Clearinghouse Network ("ACH") to send funds from the Card Account to an account that you designate at a third-party financial institution (a "Designated



Account”). This service is called the “ACH Credit” service. We do not charge for this service; however, the number and dollar amount of transfers using this service is limited as set forth in the paragraph labeled “Transaction Limits.” By requesting an ACH Credit, you authorize us to debit funds in the Card Account to make a payment to the Designated Account. In order for us to process the requested transaction, the Card Account must have sufficient funds and be in good standing from the time that you submit the transaction request until the transaction is completed. Payments may not be made immediately available by the third-party financial institution where the Designated Account is held. We are not responsible for any such delays. Your ability to use ACH Credits to credit funds to certain Designated Accounts may vary based on your third-party financial institution.

You may also obtain funds from your Card Account by authorizing another financial institution to debit the Card Account via ACH for an amount that you request. We call this an “ACH Debit”. While we do not charge a fee for ACH Debits, the third-party financial institution that you authorize may charge a fee to electronically debit the Card Account or may limit the amount that you may withdraw. If you initiate an ACH Debit from a third-party bank account, you authorize us to reduce the value available in the Card Account by the amount of any ACH Debit transaction and any applicable fees. Your ability to initiate ACH Debits may vary based on your third-party financial institution.

You are responsible for the accuracy of all information that you provide in connection with each ACH Credit or ACH Debit transaction that you initiate. We and our service providers are entitled to rely on the information that you provide to us, including, without limitation, any requested transaction amount or Designated Account information. We are not liable for any losses that you incur as a result of your failure to provide accurate information. Neither we nor our service providers shall have any liability in the event we cannot complete an ACH Credit transaction due to insufficient funds in the Card Account or the Designated Account being blocked for any reason. In the event that a transaction is returned to us, you authorize us to credit the Card Account for the amount we receive. We reserve the right, subject to applicable law, to change the amount of your ACH Credit transaction limits, to limit, block or place a hold on certain types of transfers or transactions, to limit, suspend or block transfers to specific accounts (including a Designated Account), and/or to suspend your access to the ACH Credit service, in our sole discretion.

**13. TRANSACTION LIMITS.** The maximum amount that can be spent using your Card Account is as follows:

<b>Limit</b>	<b>Amount</b>
Per-Transaction Purchase Limit	\$2,500.00
Daily Purchase Limit	\$5,000.00
Monthly Purchase Limit	\$9,999.00
Permitted Number of ATM Withdrawals	5 withdrawals per day
Per-Transaction ATM Withdrawal Limit	\$1,000.00
Daily ATM Withdrawal Limit	\$1,000.00
Monthly ATM Withdrawal Limit	\$5,500.00
Per-Transaction Over-the-Counter Withdrawal Limit	\$5,000
Daily Over-the-Counter Withdrawal Limit	\$5,000
Monthly Over-the-Counter Withdrawal Limit	\$15,000
Maximum Card Account Balance	\$20,000.00

Total Daily Transaction Limit (Purchase and ATM)	\$6,000.00
Permitted Number of ACH Credit transfers	2 transfers per month
Per-Transaction ACH Credit Limit	\$2,500
Daily ACH Credit Limit	\$5,000
Monthly ACH Credit Limit	\$5,500
Per-Transaction ACH Debit Limit	\$2,500
Daily ACH Debit Limit	\$3,000
Monthly ACH Debit Limit	\$5,500

In order to protect your Card Account, we impose additional limits on the dollar amount, number, and type of transactions performed using your Card and your Card Account, and the type of merchants where your Card or Card Account can be used to purchase goods and services or obtain cash. For security purposes, we may not tell you about all of these limits and these limits may change, except to the extent prohibited by law. 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, Cards or Card Accounts.

We reserve the right to block, suspend, or cancel your Card, if we detect what we reasonably believe to be fraudulent, suspicious, or criminal activity or any activity inconsistent with this Agreement. We may temporarily suspend your Card in the event we detect unusual or suspicious activity. If we exercise this right, we will incur no liability to you because of any resulting unavailability of the funds in your Card Account or your inability to use your Card.

You agree not to use the Card for business purposes. We may, in our sole discretion, close your Card if we determine that it is being used for business purposes. We may refuse to process any transaction that we believe may violate the law or the terms of this Agreement. You agree that you will: (i) not use the Card at unlawful domestic or international gambling websites, or at payment processors supporting unlawful gambling websites, or to purchase illegal goods or services; (ii) promptly notify us of any loss or theft of the Card; (iii) promptly notify us of the loss, theft, or unauthorized disclosure of any PIN used to access Card funds; and (iv) use the Card only as instructed. We may refuse to issue a Card, revoke or suspend your Card privileges, or cancel your Card with or without cause or notice, other than as required by applicable law. You agree not to use or allow others to use an expired, revoked, cancelled, suspended, or otherwise invalid Card.

In addition, your Card cannot be: (1) redeemed for its cash value; (2) used for quasi-cash transactions such as the purchase of money orders; (3) used for illegal transactions; (4) used to make foreign transactions (including at internet and mail/telephone merchants outside of the United States); or (5) used for transactions in foreign currency.

**14. NON-MASTERCARD DEBIT TRANSACTIONS.** If you do not enter a PIN in making a Card transaction, the transaction may be processed as either a Mastercard debit transaction or as a PULSE transaction.

Merchants are responsible for and must provide you with a clear way of choosing to make a Mastercard debit transaction, if they support the option. Please be advised that should you choose to use the PULSE network when making a transaction without a PIN, different terms may apply. Certain protections and rights applicable only to Mastercard debit transactions, as described in this Agreement, will not apply to transactions processed on the PULSE network. Please refer to the paragraph labeled "Your Liability for Unauthorized Transfers" for a description of these rights and protections applicable to Mastercard debit and non-Mastercard debit transactions.

To initiate a Mastercard debit transaction at the POS, swipe your Card through a POS terminal, sign the receipt, or provide your Card number for a mail order, telephone, or Internet purchase. To initiate a non-Mastercard debit transaction at the POS, enter your PIN at the POS terminal or provide your Card number after clearly indicating a preference to route your transaction as a non-Mastercard debit transaction for certain bill payment, mail order, telephone, or Internet purchases.

**15. 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 Issuer, Toast, nor any of their respective affiliates, employees, and 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.

**16. CARD REPLACEMENT.** If you need to replace your Card for any reason, please call 866-218-6688 to request a replacement Card. When you receive your replacement Card, please activate it as described in the paragraph labeled "Card Activation." Do not create a new Card account. Creating a new Card account instead of adding your Card to your existing account will result in a delay in transferring the funds between your Card and your replacement Card.

**17. CARD EXPIRATION.** The Card is valid through the expiration date shown on the front of your plastic Card, except where prohibited or modified by applicable law. The funds associated with the Card do not expire. You will not be able to use your Card after the expiration date; however, you may request a replacement Card at no cost to you by following the procedures in the paragraph labeled "Card Replacement."

**18. RECEIPTS.** You should get a receipt at the time you make a transaction using your Card. You agree to retain, verify, and reconcile your transactions and receipts.

**19. CARD ACCOUNT BALANCE / TRANSACTION HISTORY.** You are responsible for keeping track of your Card Account available balance. Merchants generally will not be able to determine your available balance. It is important to know your available balance before making any transaction. You may obtain information about the amount of money you have remaining in your Card Account by calling 866-218-6688. This information, along with at least twelve (12) months history of Card Account transactions, is also available through MyToast.

You also have a right to obtain a twenty-four (24) month written history of Card Account transactions by writing to us at ATTN: Toast Pay Card, 401 Park Drive, Suite 801, Boston, MA 02215. You will not be charged a fee for this information. In this request, you must include your full name, address and Card number. You will not receive paper statements.

**20. FEE SCHEDULE.** You will be charged the fees set forth in the *List of All Fees for Toast Pay Card Program* provided with this Agreement. We reserve the right to add or change fees that apply to your Card or Card Account from time to time, as permitted by applicable law.

**21. CONTACT INFORMATION; YOUR DUTY TO NOTIFY US OF CHANGES.** You must notify us of any change in your address, e-mail address, telephone number, or other contact information you provide to us. Failure to do so may result in information regarding the Card or important information about your Card or Card Account being delivered to the wrong person or your transactions being declined. You or your authorized representative must notify us immediately in the event of your insolvency, receivership, conservatorship, bankruptcy, or death.

**22. 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 prior notice to you, subject to applicable law. 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.

**23. DISCLAIMER OF WARRANTIES.** EXCEPT AS EXPRESSLY OTHERWISE PROVIDED IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS OR IMPLIED, REGARDING THE CARD OR RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We are not responsible

for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were purchased.

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

**25. UNCLAIMED PROPERTY.** Applicable law may require us to report to state government authorities any funds remaining with respect to your Card after a certain period of inactivity. In that event, we may try to contact you at the address shown in our records, and your employer. If we are unable to contact you or your employer, we may be required to transfer any funds remaining with respect to your Card to state government authorities as unclaimed property, and you will be required to file a claim with the state to obtain your unclaimed property.

**26. CONFIDENTIALITY.** We may disclose information to third parties about you, your Card, or the transactions you make: (a) Where it is necessary for completing transactions; (b) In order to verify the existence and condition of your Card for a third party, such as a merchant; (c) In order to comply with government agency, court order, or other legal or administrative reporting requirements; (d) If you consent by giving us your written permission; (e) To our employees, auditors, affiliates, service providers, your Employer, and our attorneys, as needed to provide and maintain your Card or Card Account and related services; (f) In order to prevent, investigate, or report possible illegal activity; (g) In order to issue authorizations for transactions on the Card; (h) As permitted by applicable law;

(i) Otherwise as necessary to fulfill our obligations under this Agreement; or (j) For any other reason stated within any Card Privacy Statement or Privacy Policy. 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. You hereby agree to our collection, use, and sharing of information about you and the Card as provided in our Privacy Policy, which is made a part of this Agreement. This Privacy Policy also tells how you can (i) limit the ways we share, or (ii) request corrections to the information we maintain about you. In connection with your Card, Card Account and related services, you acknowledge and agree that certain information may be collected by or provided to Toast. Toast's use and disclosure of such Card Account information is governed by its privacy policy, accessible via MyToast (and which you must agree to in order to receive and maintain your Card Account), and its privacy statement, located at <https://pos.toasttab.com/privacy>, and not by Sutton Bank's Privacy Policy.

**27. OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS.** If we do not properly complete a transaction to or from your Card 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:

(a) If, through no fault of ours, you do not have enough funds available on your Card to complete the transaction; (b) If a merchant refuses to accept your Card; (c) If an ATM where you are making cash withdrawal does not have enough cash; (d) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction; (e) If access to your Card has been blocked after you reported your Card lost or stolen; (f) If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use; (g) If we have reason to believe the requested transaction is unauthorized; (h) During any window of scheduled maintenance or an unscheduled outage experienced by us, our payment processor, or other service provider; or (i) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or (j) For any other exception stated in our Agreement with you or by applicable law.

**28. YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS.** Contact us at once if you believe the Card has been lost or stolen. Telephoning is the best way to minimize your possible losses. If you believe the Card has been lost or stolen, or that someone has transferred money or may transfer money from your Card Account without your permission, call 866-218-6688. Under Mastercard Operating Rules, you will not be held responsible for unauthorized transactions if you have used reasonable care in protecting your Card from loss or theft and you have promptly reported to us when you knew that your Card was lost or stolen. This reduced liability does not apply to PIN transactions not processed by Mastercard or to ATM cash withdrawals. In the event that Mastercard Zero Liability does not apply, if you notify us within two (2) business days after you learn of any unauthorized transactions, you can lose no more than \$50.00 if someone used your Card without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card and we can prove that we could have stopped someone from using your Card without your permission if you had promptly notified us, you could lose as much as

\$500.00. Also, if you become aware of and/or your statement shows transactions that you did not make, notify us at once following the procedures stated in the paragraph labeled "Your Right to Dispute Errors" below. If you do not notify us within 60 days after you become aware of the transaction and/or after the statement was made available to you, you may not get back any value you lost after the 60 days if we can prove that we could have stopped someone from taking the value if you had notified us in time. If a good reason (such as a long trip or hospital stay) kept you from telling us, we will extend the time periods. If the Card has been lost or stolen, we will close the Card Account to keep losses down and will send a replacement card. If your Card has been lost or stolen, we will close your Card Account to keep losses down. Contact us at 866-218-6688 to receive a replacement Card (subject to the terms of this Agreement) and to transfer funds to your replacement Card.

**29. ASSIGNMENT; APPLICABLE LAW; SEVERABILITY.** Your Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of your Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, you and we agree to replace such provision with a provision that is valid and enforceable and that comes closest to expressing the intention of the invalid or unenforceable, and this Agreement will be enforceable as so modified. This Agreement will be governed by the law of the State of Ohio except to the extent governed by federal law.

**30. AMENDMENT AND CANCELLATION.** We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement in your account on MyToast, and any such amendment shall be effective upon such posting to that website and your continued use of the Card. You will be notified of any change in the manner required 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.

**31. CLOSING YOUR ACCOUNT.** We may cancel or suspend your Card or this Agreement at any time. You may discontinue your use of your Card at any time and may choose to discontinue your use of the Card services

at any time ("Termination"). Your decision to discontinue use of your Card and the Card Account and related services will not affect any of our rights or your obligations arising under this Agreement prior to Termination.

Subject to applicable law, we may refuse or delay closure of your Card Account, if at the time you request to close your Card Account, there are any pending transactions or a negative balance. If there is a negative balance in your Card Account when you request to close it, we may require you to restore your balance to \$0 before we will close your Card Account. We may require you to repay any negative balance that occurs after your Card Account is closed. If we do, you authorize us to offset your negative balance against any incoming loads or credits to your Card Account. Once all transactions have cleared and there is no negative balance, your Card Account will be closed and may no longer be used by you or any Authorized User.

In the event that your Card Account is cancelled, closed, or terminated for any reason, you may request the unused balance, less applicable fees or any other amount you owe us, to be returned to you via a check to the mailing address we have in our records. There is no fee for this service.

If we receive funds from your Employer after your account is closed or we are otherwise unable to successfully load funds we receive from your employer to your Card Account, we may return the funds to your Employer and you will be required to obtain the funds from your employer using other payment methods your Employer provides.

**32. OVERPAYMENT.** We and your Employer, where applicable, reserve the right to deduct funds from your Card Account in order to correct a previous error or overpayment to you, and you authorize us: (a) to share information as necessary with your Employer in connection with resolving any errors or overpayments related to payroll loads to the Card, and (b) to the extent applicable, to accept instructions from your Employer to add or deduct funds from your Card Account and, in the case of deductions, to return those funds to your Employer.

**33. YOUR RIGHT TO DISPUTE ERRORS.** Telephone us at 866-218-6688 as soon as you can, if you think an error has occurred in your Card Account. We must allow you to report an error until 60 days after the earlier of the date you electronically access your account, if the error could be viewed in your electronic history, or the date we sent the FIRST written history on which the error appeared. You may request a written history of your transactions at any time by calling us at 866-218-6688 or writing to us at Processing Center, PO Box 71337, Salt Lake City, UT 84171-0337. You will need to:

- Tell us your name and Card Account number.
- 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.
- Tell us the dollar amount of the suspected error.

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 your complaint or question. If we decide to do this, we will credit your account within 10 business days for the amount you think is in error, so that you will have the money during the time it takes us to complete our investigation. If we ask you to put your complaint or question in writing and we do not receive it within 10 business days, we may not credit your account.

For errors involving new accounts, or point-of-sale transactions, we may take up to 90 days to investigate your complaint or question. For new accounts, we may take up to 20 business days to credit your account for the amount you think is in error.

We will tell you the results within three 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 procedures, call us at 866-218-6688.

**34. NO WARRANTY OF AVAILABILITY OR UNINTERRUPTED USE.** We cannot guarantee that the Card, Card Account, and related services will be available at all times and free from error. From time to time the Card services may be inoperative. When this happens, you may be unable to use your Card or obtain information from your Card, including the available balance of funds associated with your Card. Please call us at 866-218-6688 if you have any problems using your Card. You agree that neither the Issuer, Toast, nor any other service provider, nor any employees, agents, or affiliates of any of the foregoing parties are responsible for any interruption of service.

**35. TOAST PAY CARD MOBILE APP.** The MyToast app is owned and controlled by Toast and subject to the terms of use set forth within MyToast. If you violate those terms of use at any time, we may suspend or close your Card Account. Although considerable effort is expended to make MyToast 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 neither we nor Toast will not be responsible for temporary interruptions in service due to maintenance or MyToast app changes or failures, nor shall we or Toast be liable for extended interruptions due to failures beyond either our or Toast's control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes, and armed conflicts.

You agree to act responsibly with regard to your use of MyToast. 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 MyToast's systems or integrity.

Neither we nor Toast 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.

**36. WALLETS.** You may be able to add, store, or use your Card in a financial transaction application such as a digital wallet or any other electronic payment service or platform into which your Card may be enrolled by you ("Wallet") on any mobile phone, computer, or other device ("Mobile Device") that supports the Wallet. The terms of this Agreement apply to any transactions made using your Card in a Wallet. Your use of a Wallet also will be subject to other agreements, terms and conditions with each Wallet provider ("Wallet Provider") or other third parties such as wireless companies or data service providers, depending on the Wallet.

**Adding your Card to a Wallet.** If you want to add your Card to a Wallet, or remove a Card from a Wallet, you must follow the procedures adopted by the Wallet Provider. You understand that not all Cards are eligible to be added to each Wallet. A Wallet may not be accepted at all places where your Card is accepted. We may decide not to add a Card to a Wallet, or block, suspend or cancel your ability to continue to use the Card in a Wallet, if we cannot authenticate the Card, if we otherwise suspect that there may be fraud or other suspicious activity associated with the Card, if you have an overdue or negative balance on your Card account, or if we believe it is necessary to address any other risk. You agree that we will not be liable to you or any third party for any suspension, cancellation or termination of your use of a Wallet.

**Fees.** We do not charge you any fees for adding a Card to a Wallet. Wallet Providers or other third parties may charge you service fees in connection with your use of your Mobile Device or the Wallet.

**Wallet availability.** Each Wallet Provider is solely responsible for the Wallet's availability, use, and function. We are not responsible for any failure of a Wallet or your inability to use a Wallet for any transaction. We are also not responsible for any loss, injury or inconvenience you suffer as a result of a merchant refusing to accept a Wallet. You should contact the Wallet Provider's customer service if you have questions concerning how to use the Wallet or for problems with the Wallet.

**Keep your Wallet secure.** You agree that your user ID, password, and any other information or credentials required for you to make purchases with your Card using the Wallet are considered "Access Information." "Access Information" means any security information used to access your funds in the Card Account. Among other things, your obligations under the Agreement to keep your PIN used to access funds secure, and to notify us if you believe that your PIN used to access Card funds has been compromised or that your Card may have

been used for any unauthorized transactions, continue to apply to any such Wallet information or credentials and the use of your Card in a Wallet. We will not be liable for any losses you incur except as specifically described in this Agreement or as otherwise provided by law.

Privacy. Each Wallet Provider may use your information for different purposes. Please review any agreements with and disclosures from your Wallet Provider relating to how it uses your information. You agree that we may exchange information about you with the Wallet Provider and the applicable card network to facilitate any transaction you initiate using your Card. We may also share your information to make information available to you in a Wallet about your Card transactions, or to assist the Wallet Provider in improving a Wallet. By provisioning your Card to a Wallet, you are changing any applicable information use and sharing choices to allow all such sharing.

Indemnification. BY ACCESSING A WALLET, YOU AGREE TO INDEMNIFY, DEFEND AND HOLD US, OUR AFFILIATES, AND ANY THIRD PARTY SERVICE PROVIDER OF BANK PROVIDING ANY PRODUCT, SERVICES, OR BENEFIT IN CONNECTION WITH THE CARDS, INCLUDING TOAST, INC. HARMLESS FROM AND AGAINST ANY ACTUAL OR ALLEGED CLAIMS, DEMANDS, CAUSES OF ACTION, JUDGMENTS, DAMAGES, LOSSES, LIABILITIES, AND ALL COSTS AND EXPENSES OF DEFENSE (INCLUDING REASONABLE ATTORNEYS' FEES AND COURT COSTS) ARISING OUT OF OR RELATING TO: (A) YOUR BREACH OF TERMS OF THIS AGREEMENT RELATED TO THE WALLET; (B) YOUR VIOLATION OF ANY LOCAL, STATE, FEDERAL OR INTERNATIONAL LAW, RULE OR REGULATION; (C) A CLAIM BY A THIRD PARTY THAT IS BASED ON YOUR USE OF A WALLET; (D) INFORMATION OR MATERIAL POSTED OR TRANSMITTED THROUGH YOUR COMPUTER OR ACCOUNT, EVEN IF NOT SUBMITTED BY YOU; (E) ANY MISREPRESENTATION MADE BY YOU; (F) THE THEFT, MISAPPROPRIATION OR DISCLOSURE OF YOUR WALLET'S ACCESS INFORMATION; (G) YOUR AUTHORIZATION OF ANYONE ELSE TO USE YOUR WALLET'S ACCESS INFORMATION. YOU WILL COOPERATE AS FULLY AND AS REASONABLY REQUIRED IN OUR DEFENSE OF ANY CLAIM. WE RESERVE THE RIGHT, AT OUR OWN EXPENSE, TO ASSUME THE EXCLUSIVE DEFENSE AND CONTROL OF ANY MATTER OTHERWISE SUBJECT TO INDEMNIFICATION BY YOU, AND YOU SHALL NOT, IN ANY EVENT, SETTLE ANY MATTER WITHOUT OUR WRITTEN CONSENT.

**37. 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.

**38. CUSTOMER SERVICE.** For customer service or additional information regarding your Card, please contact us at:

ATTN: Toast Pay Card  
401 Park Drive, Suite 801  
Boston, MA 02215  
1-866-218-6688

Customer Service IVR is available twenty-four (24) hours a day, seven (7) days a week to answer your calls. Customer Service live agents are available during regular business hours.

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

**40. SECTION HEADINGS.** Section headings in this Agreement are for convenience of reference only and shall not govern the interpretation of any provision of this Agreement.

**41. ARBITRATION.** Any claim, dispute, or controversy ("Claim") between you and us arising out of or relating in any way to this Agreement, your Card, your acquisition of the Card, your usage of the Card, or transactions on the Card, 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. As used in this Section, “we” and “us” mean Sutton 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 any third party providing any product, service, or benefit in connection with the Card Account or this Agreement if such third party is named as a co-party with us in any controversy, dispute, demand, claim, or cause of action subject to this Section. Arbitration will be subject to the Federal Arbitration Act and not any state arbitration law. The arbitration will be conducted before one commercial arbitrator from the AAA with substantial experience in resolving consumer contract disputes. 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 place of residence for such purpose. A request for interim measures will not be deemed a waiver of the obligation to arbitrate

You may reject this Arbitration provision by sending a written rejection notice to us at: ATTN: Toast Pay Card, 401 Park Drive, Suite 801, Boston, MA 02115. Your rejection notice must be mailed within 45 days after your first card purchase. Your rejection notice must state that you reject this Arbitration provision and include your name, address, Account number and personal signature. No one else may sign your 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 sent such notice. Rejection of this Arbitration provision will not affect your other rights or responsibilities under this Agreement.

You agree to the following in connection with any arbitration: (a) no class or similar group arbitration will be permitted; (b) 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; (c) subject to any limitation of liability in this Agreement, the arbitrator may award any individual relief or individual remedies that are expressly permitted by applicable law; and (d) 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.

You understand that by agreeing to these terms:

- YOU ARE GIVING UP YOUR RIGHT TO HAVE A TRIAL BY JURY;
- YOU ARE GIVING UP YOUR RIGHT TO HAVE A COURT RESOLVE ANY DISPUTE BETWEEN US;  
and
- YOU ARE GIVING UP YOUR RIGHT TO SERVE AS A REPRESENTATIVE, AS A PRIVATE ATTORNEY GENERAL, OR IN ANY OTHER REPRESENTATIVE CAPACITY, OR TO PARTICIPATE AS A MEMBER OF A CLASS OF CLAIMANTS, IN ANY ARBITRATION OR LAWSUIT INVOLVING ANY DISPUTE BETWEEN US.

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

ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER YOU NOR WE WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER YOU NOR WE WILL HAVE THE RIGHT TO A TRIAL BY JUDGE OR JURY.

We will pay the initial filing fee to commence the arbitration. You and we will have every remedy available in arbitration as you and we would have from a court and will be entitled to reasonable discovery. All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made finally and exclusively by the arbitrator. The arbitrator’s award will be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, DO NOT ACTIVATE OR USE THE CARD, SAVE YOUR RECEIPT, AND CALL US AT 1-866-218-6688 TO CANCEL YOUR CARD.

**42. ENTIRE AGREEMENT.** This Agreement constitutes the entire and sole agreement between you and us and supersedes all prior understandings, arrangements, or agreements, whether written or oral regarding the Card, Card Account, and the Toast Pay Card Program.

The Toast Pay Card is issued by Sutton Bank, member FDIC, pursuant to a license by Mastercard. Mastercard is a registered trademark, and the circles design is a trademark of Mastercard International Incorporated.

This Cardholder Agreement is effective June 29, 2023.