

## Instant Financial Prepaid Visa® Card (effective September 30, 2022)

**Important - Please Read Carefully THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION (“ARBITRATION CLAUSE”) REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION AND WAIVING A RIGHT TO TRIAL BY JURY AND TO PARTICIPATE IN CLASS ACTIONS. You may reject the arbitration provision by sending us written notice within 45 days after your first card purchase.**

### CUSTOMER SERVICE CONTACT INFORMATION:

Address: 2500 Northwinds Parkway, Ste 375, Alpharetta GA 30009

Website: [www.instant.co](http://www.instant.co)

Toll - Free Phone: 1- 844-466-9361

Email: [info@instant.co](mailto:info@instant.co)

### Payroll Card Cardholder Agreement / Terms & Conditions Important

#### Notices -

- 1) PLEASE READ THIS AGREEMENT CAREFULLY IN ITS ENTIRETY. WE RECOMMEND YOU KEEP THIS AGREEMENT FOR FUTURE REFERENCE.
- 2) BY ACTIVATING YOUR CARD OR PARTICIPATING IN THE PROGRAM IN ANY WAY, YOU REPRESENT THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT. PLEASE VISIT <https://www.instant.co/cardholder-agreement/> (THE “WEBSITE”) TO VIEW, PRINT, AND SAVE THIS AGREEMENT
- 3) YOU ARE ELECTING TO USE THIS CARD VOLUNTARILY; IT WAS NOT A CONDITION OF YOUR EMPLOYMENT TO USE THIS CARD OR SIGN UP FOR ITS SERVICE.
- 4) YOU AGREE TO OUR PRIVACY POLICY. PLEASE VISIT [HTTPS://WWW.SUTTONBANK.COM/\\_/KCMS-DOC/85/49033/WK-PRIVACY-DISCLOSURE-1218.PDF](https://www.suttonbank.com/_/KCMS-DOC/85/49033/WK-PRIVACY-DISCLOSURE-1218.PDF) TO VIEW, PRINT, AND SAVE OUR PRIVACY POLICY

#### Definitions

“Card” means a Personalized or Non-Personalized Card issued to you by Sutton Bank.

“Card Account” means the records we maintain to account for the funds associated with the Card.

“Days” - Any references to “days” found in this Agreement are calendar days unless indicated otherwise. Our business days are Monday through Friday, excluding federal holidays, even if we are open.

“Employer” means your current employer or one of its affiliates through whom you initially enrolled in the program and who deposits wages or other compensation into your Card Account.

“Non-Personalized Card” means the initial, non-personalized Instant Financial Prepaid Visa Card you will receive in person if you register for a Card with your Employer or through the Instant Financial Mobile Application. Issuance to you of a Non- Personalized card is subject to successful completion of our identification verification process and our approval (see the paragraph of this Agreement below captioned “Card Activation”).

“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.

#### About Your Card

This Payroll Card Cardholder Agreement (“Agreement”) constitutes the agreement between you, and Sutton Bank Attica, Ohio (“Sutton Bank” or “Issuer”), outlining the terms and conditions under which the Instant Financial Prepaid

Visa Card has been issued to you by the Issuer. The Issuer is an FDIC insured member institution. You acknowledge and agree that the value available in the Card Account is limited to the funds that have been loaded onto the Card Account. You agree to sign the back of the Card immediately upon receipt. The expiration date of the Card is identified on the front of your Card. The Card is a prepaid card. The Card is not connected in any way to any other account. The Card is not a credit card and will not enhance or harm your credit rating. 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.

### **Description of Your Card**

The Card is a prepaid card useable in the United States, wherever prepaid debit cards bearing the applicable payment network brands on your Card are accepted. The Card is not a gift card. The Card is not a device that accesses money in an individual checking or savings account. Your Card is not a credit card. The Card is our property and is nontransferable. We may revoke or suspend your Card or any features or services of your Card at any time without cause or notice. You must surrender a revoked Card and you may not use an expired or revoked Card. You are required to notify us promptly if the Card is lost or stolen. Keep record of your account in case your Card is lost, stolen, or destroyed. Unless your Card is a Personalized Card, we may not have a record of which Card you own.

### **Card Activation**

**YOU MUST ACTIVATE YOUR CARD PRIOR TO USING IT.**

To activate your Card, you must download the Instant Financial Mobile Application or visit [www.instant.co](http://www.instant.co) using any web browser. Go to [www.instant.co](http://www.instant.co) and follow the instructions. During the activation process, we may ask for, or the Employer may provide us, with your name, street address, date of birth, and or other information that will allow us to identify you. We may also request a copy of your driver's license or other documents at any time. Activity using the Card may be limited until verification is completed. We may refuse to activate your Card at our sole discretion. We may limit the number of Cards that you may register in our sole discretion. If we are unable to verify your identity, you will not be able to complete the activation process.

Where applicable, once you activate your Replacement Card, the money on your existing Card will be automatically transferred to your Replacement Card, and you will no longer be able to use the previous Card.

### **Contact Information**

You are responsible for notifying us of any change in your name, physical address, phone number, mailing address, or email address. Requests for address or name changes may be subject to additional verification requirements. We will attempt to communicate with you only by use of the most recent contact information you have provided to us. You agree that any notice or communication sent to you at an address noted in our records shall be effective unless we have received an address change notice from you.

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

### **Personal Identification Number (PIN)**

You will receive a Personal Identification Number (“PIN”) with your Card. However, you may select a new PIN any time by calling the Toll-Free number on the back of the card (1-844-466-9361). 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.”

### **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 each Card according to the terms and conditions of this Agreement.

### **FDIC Insurance**

The funds in your Account are held in a pooled account at Sutton 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 Instant Financial maintaining accurate records and determinations of the FDIC as receiver at the time of a receivership if Sutton Bank should fail. Such coverage is subject to aggregation of all of your deposits held at Sutton 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).

### **Representations and Warranties**

By activating the Card or by retaining, using or authorizing the use of the Card, you represent and warrant to us that (i) you are a U.S. citizen or lawful permanent resident residing in the United States, Puerto Rico or the District of Columbia; (ii) you received a copy of this Agreement and agree to be bound by and to comply with its terms; (iii) you accept the Card; and (iv) your net account balance at any time will not exceed \$10,000.00.

### **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.

### **Limitation of Liability**

WE WILL NOT BE LIABLE TO YOU FOR FAILING TO PROVIDE SERVICES UNDER THIS AGREEMENT IF OUR FAILURE IS DUE TO: 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.

### **Card Account Access**

With your PIN, you may use your Card to obtain cash (i) from any Automated Teller Machine (“ATM”) that bears the Visa®, PULSE®, or MoneyPass® Acceptance Mark, (ii) through a teller-assisted transaction at a financial institution that is a member of the VISA® network, or (iii) at any Point-of-Sale (“POS”) device, as permissible by a merchant, that bears the Visa® or PULSE® Acceptance Mark. Some of these services may not be available at all terminals.

When you use an ATM not in the MoneyPass network, 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 the 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 and the fees that apply in accordance with the Fee Schedule. Your balance can be viewed at no charge within the Instant Financial Mobile Application at any time or by signing into your account at [www.instant.co](http://www.instant.co).

You may transfer money from your Card Account to an account held in your name at another bank (your “Linked Account”) using the Instant Financial Mobile App or at by signing into your account at [www.instant.co](http://www.instant.co). You agree to provide Instant Financial information about your Linked Account that we may request, including but not limited to the bank name, bank routing and account numbers, or debit card number. You warrant that all information you provide is correct and we will have no liability if you fail to provide correct information for the transfer. Upon your request, we will make a transfer in the amount you specify from the available funds on your Card Account to your Linked Account. You understand we may not be able to honor your request to cancel an authorized transfer except as required by applicable laws. You may authorize a transfer to be sent in real-time or in 1--3days. A real-time transfer should appear in your Linked Account within 30 minutes of authorization. The ability to make a transfer in real-time is contingent on the ability of the financial institution holding your Linked Account to receive and process the transfer in real-time. Prior to making a real-time transfer, you should confirm with the financial institution holding your Linked Account that it is able to receive and process transfers in real-time. Fees may apply for authorizing transfers to your Linked Account. See the Fee Schedule for details.

### **Loading Your Card**

Funds can be loaded at any time after the card is successfully activated. Value can be added by requesting funds from your Employer via the Instant Mobile Application. Your employer will be the sole means of adding funds to your Card. Your Employer will report all wages and contributions as required by law and you will receive the appropriate notification, for the purposes of tax reporting, from your Employer. We bear no responsibility, whatsoever, for any such reporting or tax liabilities by your Employer.

Payroll loads are available on your card on paydays, when approved by your employer. We have no obligation to you in the event that your employer is delayed in providing, or fails to provide funds to load your card.

You must load funds to your Card Account using one of the methods described in the preceding paragraph. We will not accept any checks, money orders, or cash mailed to us for deposit, or any inbound wire transfers to your Account. We are not liable for any checks, money order, or cash mailed to us.

## Using 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 web sites, or at payment processors supporting unlawful gambling web sites, 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.

You may use your Card to purchase or lease goods or services anywhere Visa® debit cards or PULSE® cards are accepted as long as you do not exceed the value available on your Card Account. Some merchants do not allow cardholders to conduct split transactions where you would use the Card as partial payment for goods and services and pay the remainder of the balance with another form of legal tender. 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 or the full amount of the transaction may be deducted from your card (if funds are available). At the time of each purchase using the Card, you may be asked to sign a receipt for the transaction. The dollar amount of the purchase will be deducted from the value associated with the Card.

If you use your Card at an automated fuel dispenser (“pay at the pump”), the merchant may preauthorize the transaction amount up to \$75.00 or more. If your Card is declined even though you have sufficient funds available, pay for your purchase inside with the cashier. If you use your Card at a restaurant, a hotel, or for similar purchases, the merchant may preauthorize the transaction amount for the purchase amount plus up to 20% or more to ensure there are sufficient funds available to cover tips or incidental expenses incurred. Any preauthorization amount will place a “hold” on your available funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the preauthorization amount on hold will be removed. It may take up to seven (7) days for the hold to be removed. During the hold period, you will not have access to the preauthorized 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. You may not use your Card for online gambling or any illegal transaction. We may refuse to process any Card transaction that we believe may violate the terms of this Agreement or applicable law.

Each time you use your Card, you authorize us to reduce the value available in your Card Account by the amount of the transaction and any applicable fees. You are not allowed to exceed the available amount in your Card Account through an individual transaction or a series of transactions. 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 you activate or maintain.

For security reasons, we may limit the number or amount of transactions you can make with the Card. You do not have the right to stop payment on any purchase or payment transaction originated by use of your Card. You may not make preauthorized regular payments from your Card Account using your Card Account’s direct deposit account number. 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.

Transaction Limits (Load, Withdrawal, and Spend, and Transfer)

| Load Definition  | Limit      |
|--|------------|
| Total number of times your Employer <del>can</del> may load your card (per month)          | Unlimited  |
| Maximum amount of spend (per day)  | \$9,999.00 |
| Maximum amount of spend (per month)  | \$9,999.00 |
| Maximum value of your card (restricted to)   | \$9,999.00 |
| Maximum amount of ATM withdrawal (per transaction)   | \$1,000.00 |
| Maximum amount of combined ATM withdrawals (per month)                                     | \$5,500.00 |
| Maximum amount of combined over-the counter withdrawals and cash-back at the POS (per day) | \$9,999.00 |
| Maximum real-time transfer to your Linked Account (per day)                                | \$999.00   |
| Maximum 1–2-day transfer to your Linked Account (per day)                                  | \$9,999.00 |

In the chart above, “spend” means the combined total of ATM withdrawals and POS purchases made during the specified time period.

**Fraudulent or Criminal Card Account Activity**

You must report that you believe your Card has been lost or stolen or if you believe that a bank transfer has been made without your consent. If your transaction history shows bank transfer activity that you did not make, you must report that immediately. Failure to report fraudulent activity could result in a loss of funds. See paragraph titled “Your Liability for Unauthorized Transfers” for additional information.

We reserve the right to block, suspend, or cancel your Card Account, 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.

**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. The Issuer, Visa U.S.A. Inc., ITC Financial Licenses, Inc., or their respective affiliates, employees or agents, including, but not limited to, Interactive Communications International, Inc. and its affiliates, employees and agents are not 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.

## **Card Replacement**

If you need to replace your Card for any reason, you must request a card from Customer Service. If you are unable to find your Card, you may put a security hold on your Card so no money can be spent or cash withdrawn while you look for it. Click “Block My Card” from the Help page in the App. Activate a new card on your existing Instant account by selecting Settings and “Connect a new Instant card” in the Instant app. Any funds will be transferred to the new card. DO NOT create a new Instant account. Creating a new Instant account instead of adding your card to your existing account will result in a delay in transferring the funds between cards. There are situations where there is a fee for a replacement Card, additional information can be found in the “Fee Schedule”, which will be deducted from the balance associated with the new Card.

## **Card Expiration**

The Card plastic is valid through the expiration date shown on the front of the Card. 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.” The new Card will have a value equal to the remaining balance of the expired Card.

## **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.

## **Card Account Balance/Periodic Statements**

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. If the available balance in the Account is insufficient to cover any authorized payment, withdrawal or fee assessment, we can refuse to honor the payment or withdrawal. You are not permitted to conduct transactions that bring your Account balance negative. If the Account balance should become negative for any reason, a deposit or deposits must be immediately made to cover the negative balance. If the Account has a negative balance for ninety (90) calendar days, it may be closed. You will remain liable to us for any amounts owed due to negative balances, and we reserve the right to pursue all remedies permitted under the law to resolve any negative balance, including setting off the balance with other funds you may hold with Sutton Bank.

You may obtain information about the amount of money you have remaining in your Card Account by calling toll-free 1-844-466-9361. This information, along with twelve (12) months history of Card Account transactions, is also available through the Instant Financial Mobile Application or by signing into your account at [www.instant.co](http://www.instant.co).

You also have a right to obtain a twenty-four (24) month written history of Card Account transactions by writing to us at Paper Statement Request, Instant Financial, 2500 Northwinds Parkway, Ste 375, Alpharetta GA 30009. You will not be charged a fee for this information unless you request it more than once per month. In this request, you must include your full name, address and Card number. No paper statements will be mailed without a written request for that particular month. You will not automatically receive paper statements. You agree that these are reasonable procedures for sending and receiving paper statements.

## **Fee Schedule**

All fee amounts will be withdrawn from your Card Account.

Refer to the Fee Table in the Instant Financial Mobile Application or by signing into your account at [app.instant.co](http://app.instant.co) during registration or click “Card Holder Agreement” from the Help page in the App.

### **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. If we are unable to contact you, we may be required to transfer any funds remaining with respect to your Card to state government authorities as unclaimed property.

For this card, we define inactivity as a card that has not had any cardholder-initiated transaction that would either add to or decrement funds from the card for a period of at least ninety (90) days (where allowable by law).

### **Confidentiality**

We, as well as Instant Financial, may disclose information to third parties about you, your Card, or the transactions you make:

- a) When it is necessary or helpful for completing transactions;
- b) In order to verify the existence and condition of your Card for a third party, such as 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, or attorneys as needed;
- 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; or
- i) 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-PrivacyDisclosure-1218.pdf](https://www.suttonbank.com/_/kcms-doc/85/49033/WK-PrivacyDisclosure-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.

### **Our Liability for Failure to Complete Transactions**

If we do not properly complete a transaction 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) 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 i) For any other exception stated in our Agreement with you or by applicable law.

### **Your Liability for Unauthorized Transfers**

Contact us at once if you believe your Card has been lost or stolen. If you believe your Card has been lost or stolen, or that someone has transferred or may transfer money from your Card Account without your permission, call us toll-free at 1-844-466-9361. Telephoning is the best way to minimize your possible losses. Under Visa U.S.A. Inc. Operating Regulations, your liability for unauthorized Visa debit transactions on your Card Account is \$0.00 if you notify us within two (2) business days and you are not grossly negligent or fraudulent in the handling of your Card. This reduced liability does not apply to PIN transactions not processed by Visa or to ATM cash withdrawals. If you notify us within two (2) business days 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". If you do not notify us in writing within sixty (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 sixty (60) days if we can prove that we could have stopped someone from taking the value if you had notified us in time and you are grossly negligent or fraudulent in the handling of your Card. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods. If your Card has been lost or stolen, we will close your Card Account to keep losses down. Request a replacement card through Instant by calling toll-free 1-844-466-9361 and funds will be transferred to your replacement card.

### **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, the validity or enforceability of any other provision of this Agreement shall not be affected. This Agreement will be governed by the law of the State of Ohio except to the extent governed by federal law.

### **Amendment and Cancellation**

We may amend or change the terms and conditions of this Agreement at any time. You will be notified of any change in the manner required by applicable law prior to the effective date of the change and the amended Agreement will be available on our website at [www.instant.co](http://www.instant.co) and in the Instant Mobile Application. However, if the change is made for security purposes, we can implement such change without prior notice. 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 services provided by Instant Financial at any time ("Termination"). Your decision to discontinue use of your card and/or the services of Instant Financial will not affect any of our rights or your obligations arising under this Agreement prior to termination.

In the event that your Card Account is cancelled, closed, or terminated for any reason, you may request the unused balance to be returned to you via a check to the mailing address we have in our records. There is no fee for this service. The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00. Any request for a return of funds shall be processed within a reasonable period of time after your request.

### **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 Account and, in the case of deductions, to return those funds to your Employer.

### **Your Right to Dispute Errors**

In case of errors or questions about your electronic transactions or Card Account, call us toll-free at 1-844-466-9361 or chat with us from the Instant app or write to Instant Financial, 2500 Northwinds Parkway, Ste 375, Alpharetta GA 30009 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. We must allow you to report an error until sixty (60) days after the earlier of the date you electronically access your Card 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 toll-free at 1-844-466-9361 or writing us at Instant Financial, 2500 Northwinds Parkway, Ste 375, Alpharetta GA 30009. You will need to tell us:

- a) Your name and Card Account number
- b) Why you believe there is an error, and the dollar amount involved
- c) Approximately when the error took place

If you provide this information orally, we may require that you send your complaint or question in writing within ten (10) business days.

We will determine whether an error occurred within ten (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 forty-five (45) days to investigate your complaint or question. If we decide to do this, we will credit your Card 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 you do not have federal payments (for example, Social Security benefits, tax refunds or other government payments) deposited to your Card Account, we may not credit your Card. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we may not credit your Card.

For errors involving new Cards, POS transactions, or foreign-initiated transactions, we may take up to ninety (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 (3) business days after completing the investigation. If we decide that there was no error, we will send you a written explanation. Copies of the documents used in the investigation may be obtained by contacting us at the phone number or address listed at the beginning of this Section. If you need more information about our error-resolution procedures, call toll-free 1-844-466-9361 or write to Instant Financial, 2500 Northwinds Parkway, Ste 375, Alpharetta GA 30009

## **No Warranty of Availability or Uninterrupted Use**

Please notify us at the Customer Service by calling toll-free 1-844-466-9361 if you have any problems using your Card. You agree that the Issuer, Visa U.S.A. Inc., and their respective affiliates, employees, or agents are not responsible for any interruption of service.

## **Website and Instant Financial Mobile Application Availability**

From time to time the Card services may be inoperative, and 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. Although considerable effort is expended to make our website, Instant Financial Mobile Application, and other operational and communications channels available around the clock, services may be unavailable due to routine or emergency maintenance. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website or Instant Financial Mobile Application changes, or failures, nor shall we be liable for extended interruptions due to failures beyond our control, including but not limited to the failure of interconnecting and operating systems, computer viruses, forces of nature, labor disputes and armed conflicts

You agree to act responsibly with regard to our website and Instant Financial Mobile Application and its use. You will not violate any laws, interfere or disrupt computer networks, impersonate another person or entity, violate the rights of any third party, stalk, threaten or harass anyone, gain any unauthorized entry, or interfere with the website's systems and integrity.

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

## **Customer Service**

For customer service or additional information regarding your Card, please contact us at:

Instant Financial Prepaid Visa Card - Customer Service  
2500 Northwinds Parkway  
Suite 375  
Alpharetta, GA 30009  
Toll-free 1-844-466-9361

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

## **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.

## **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.

## **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.

## **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.

**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 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.

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.

**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 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.

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 Section 38 (Arbitration), “We” or “Us” shall mean the Issuer, 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: Instant Financial, 2500 Northwinds Parkway, Suite 375, Alpharetta, GA 30009. Your rejection notice must be mailed within 45 days after your

first card purchase. Your rejection notice must state that you reject the Arbitration provision and include your name, address, Card Account number and personal signature. No one else may sign the rejection notice. If your rejection notice complies with these requirements, this Arbitration provision and any other arbitration provisions in the cardmember agreements for any other currently open Instant Financial accounts you have will not apply to you, except for any claims subject to pending litigation or arbitration at the time you send your rejection notice. Rejection of this Arbitration provision will not affect your other rights or responsibilities under this section or the Agreement.

This card is issued by Sutton Bank, Member FDIC, pursuant to license from Visa U.S.A. Inc.