Revision Date: 08/11/22

CreditRich Debit Cardholder Agreement

CARDHOLDER AGREEMENT / TERMS & CONDITIONS

***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 ALL RIGHTS 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 YOU FIRST USE YOUR CARD OR CARD ACCOUNT.***

**CUSTOMER SERVICE CONTACT INFORMATION:**

Address: 435 21st Street S Washington, DC 20002

Website: https://www.creditrich.co/

Toll-Free Customer Service Number: **833-496-0636**

1. **THE CARD PROGRAM**

This CreditRich Debit Visa® Cardholder Agreement (this “Agreement”) represents an agreement between you and Sutton Bank, member of the Federal Deposit Insurance Corporation (“FDIC”) (the “Bank”), and contains the terms and conditions governing the CreditRich Visa Debit prepaid card program (the “Program”) offered in conjunction with The Wealth Factory LLC (“The Wealth Factory”), including the CreditRich Debit Visa card (the “Card”) and any reward, discount, and promotional offers related thereto. By clicking the [I ACCEPT] button below or by using the Card or opening a Card Account (defined below), you agree to be bound by this Agreement. The Fee Schedule, available [here](#Fees), applies to your use of the Card and is incorporated into this Agreement by this reference. If you do not agree to be bound by this Agreement, click on the [I Don’t Accept] button below and do not activate or use the Card. Please contact Customer Service to cancel your Card.

The following definitions and instructions apply to this Agreement: “You”, “your”, and “Cardholder” mean the person who submits an initial request for a Card and is authorized to use a Card as provided for in this Agreement. “We,” “us,” and “our” mean the Bank and/or its successors, affiliates, and assignees. “Account or Card Account” means the account associated with your Card in which we account for the loads, transactions, fees and other claims associated with your Card. The Card issued to you by the Bank enables you to make certain electronic funds transfers to and from your Card Account. Unless it would be inconsistent to do so, words and phrases used in this Agreement should be construed so that the singular includes the plural and the plural includes the singular. Our business days are Monday through Friday, excluding federal holidays, even if we are open. Any references to “days” found in this Agreement are calendar days unless indicated otherwise.

You acknowledge and agree that the value available in your Card Account is limited to the funds that you have loaded on your Card Account or that have been loaded to your Card Account on your behalf. 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 and can only be used to access value that you have previously loaded onto it. The Card is not connected in any way to any other card or bank account. **The Card is not a credit card and your use of the Card will not enhance your credit rating. You will not receive any interest on your funds in the Card Account.** The Card will remain the property of the Bank and must be surrendered upon demand. The Card is nontransferable, 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 for personal, family and household use only. 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 or that may be fraudulent or illegal.

Keep record of your Account in case your Card is lost, stolen, or destroyed. Please read this Agreement carefully and keep it for future reference.

Issuance to you of a Card is subject to successful completion of the identification verification process and receipt of the Bank’s approval (see the paragraph of this Agreement below captioned “Important Information about Opening a Card Account”). YOU CANNOT USE YOUR CARD TO PERFORM TRANSACTIONS UNTIL YOU HAVE ACTIVATED YOUR PERSONALIZED CARD AND SELECTED A PERSONAL IDENTIFICATION NUMBER (“PIN”), IF APPLICABLE, PURSUANT TO THIS AGREEMENT.

BY ACTIVATING YOUR CARD OR PARTICIPATING IN THE PROGRAM IN ANY WAY, YOU REPRESENT THAT YOU HAVE READ AND UNDERSTAND THIS AGREEMENT AND YOU AGREE TO BE BOUND BY THE TERMS AND CONDITIONS OF THIS AGREEMENT AND OUR PRIVACY POLICY. PLEASE VISIT <https://www.creditrich.co/> (THE “WEBSITE”) TO VIEW, PRINT, AND SAVE THIS AGREEMENT AND HTTPS://WWW.SUTTONBANK.COM/\_/KCMS-DOC/85/49033/WK-PRIVACY-DISCLOSURE-1218.PDF TO VIEW, PRINT, AND SAVE OUR PRIVACY POLICY.

1. **CARD USE**

The Card is a prepaid card usable wherever Visa prepaid debit cards (“Card Network”) are accepted worldwide. 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 and not making a withdrawal from a checking or savings account. Your Card is NOT a bank deposit account, debit card, or a credit card or charge card that allows you to make purchases or obtain advances and pay later. You may use your Card to make purchases at any merchant that accepts the Card Network’s cards, subject to your available Card Account balance and the other terms and conditions of this Agreement. You may not use your Card for any online gambling, escort services, or any illegal transaction. 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.

1. **IMPORTANT INFORMATION ABOUT OPENING A CARD ACCOUNT**

To help the government fight the funding of terrorism and money laundering activities, federal law requires all financial institutions to obtain, verify, and record information that identifies each person who opens an Account. What this means for you: When you open an Account and before we issue a Card to you, we will ask you for certain information, including, but not limited to, your name, address, date of birth, Social Security Number, phone number, and other information that will allow us to identify you. We may also request additional identifying information and documentation from time to time in connection with your access to or use of certain Card features, functionality, and services.

After your Card Account is opened, we may ask again to see a copy of your driver’s license or other identifying documents at any time if we deem is necessary to verify your identity, address, or transactions on your Card Account. If we ask for specific identifying documents, we will have the right to immediately close or suspend your Card Account if those specific documents are not provided. These measures are specifically designed to help us protect your identity and identify possible fraud on your Card Account.

1. **CARD REGISTRATION/ACTIVATION**

The Cardholder if any, must register and activate a Card before it can be used. The Cardholder may register and activate a Card by calling 833-496-0636, scanning the QR code on your card carrier, or visiting the CreditRich mobile app.

1. **PERSONAL IDENTIFICATION NUMBER (PIN)**

You will select your PIN during the registration process or when activating your card by calling 833-496-0636, scanning the QR code on your card carrier, or via the CreditRich mobile app. Only one PIN may be selected for each Card. Never share your PIN with anyone. Do not write your PIN on your Card or keep your PIN with your Card. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious. If you believe that anyone has gained unauthorized access to your PIN, you should advise us immediately following the procedures in the paragraph labeled “Your Liability for Unauthorized Transfers.”

1. **ADDRESS AND NAME CHANGES**

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.

1. **AUTHORIZED CARD USERS**

You are responsible for all authorized transactions initiated and fees incurred by use of your Card or Card Account. If you permit another person to have use your Card, Card Account or Card number we will treat this as if you have authorized such use, unless and until you notify us that such person is not authorized to use your Card, Card Account or Card number. Until you have provided such notice to us, you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card associated with your Card Account according to the terms and conditions of this Agreement, except as provided in Your Liability for Unauthorized Transfers (below) or otherwise limited by law.

1. **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 CreditRich 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).

1. **REPRESENTATIONS AND WARRANTIES**

By creating a Card Account and activating the Card or by retaining, using, or authorizing the use of the Card, you represent and warrant to us that: (i) you are at least 18 years of age (or older if you reside in a state where the majority age is older); (ii) you are a U.S. citizen or lawfully residing in the U.S., Puerto Rico, or the District of Columbia (with a valid U.S. tax I.D.); (iii) you have provided us with a verifiable U.S. street address (not a P.O. Box); (iv) the personal information that you provide to us in connection with the Card is true, correct, and complete; (v) you received a copy of this Agreement and our Privacy Policy and agree to be bound by and to comply with its terms; and (vi) you accept the Card.

1. **DISCLAIMER OF WARRANTIES**

EXCEPT FOR ANY EXPRESS WARRANTIES WE PROVIDE IN THIS AGREEMENT, NEITHER WE NOR CREDITRICH MAKE ANY REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE CARD OR RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE.

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

1. **LIMITATION OF LIABILITY**

NEITHER WE NOR CREDITRICH WILL BE LIABLE TO YOU FOR: DELAYS OR MISTAKES RESULTING FROM ANY CIRCUMSTANCES BEYOND OUR CONTROL, INCLUDING, WITHOUT LIMITATION, ACTS OF GOVERNMENTAL AUTHORITIES, NATIONAL EMERGENCIES, INSURRECTION, WAR, OR RIOTS; THE FAILURE OF MERCHANTS TO HONOR THE CARD; THE FAILURE OF MERCHANTS TO PERFORM OR PROVIDE SERVICES; COMMUNICATION SYSTEM FAILURES; OR FAILURES OR MALFUNCTIONS ATTRIBUTABLE TO YOUR EQUIPMENT, ANY INTERNET SERVICE, OR ANY PAYMENT SYSTEM. IN THE EVENT THAT WE ARE HELD LIABLE TO YOU, YOU WILL ONLY BE ENTITLED TO RECOVER YOUR ACTUAL DAMAGES. IN NO EVENT SHALL YOU BE ENTITLED TO RECOVER ANY INDIRECT, CONSEQUENTIAL, EXEMPLARY OR SPECIAL DAMAGES (WHETHER IN CONTRACT, TORT OR OTHERWISE), EVEN IF YOU HAVE ADVISED US OF THE POSSIBILITY OF SUCH DAMAGES. THIS PROVISION SHALL NOT BE EFFECTIVE TO THE EXTENT OTHERWISE REQUIRED BY LAW. TO THE EXTENT PERMITTED BY LAW, YOU AGREE THAT YOUR RECOVERY FOR ANY ALLEGED NEGLIGENCE OR MISCONDUCT BY US OR CREDITRICH WILL BE LIMITED TO THE TOTAL AMOUNT LOADED ON THE CARD. SOME STATES LIMIT OR PROHIBIT THE DISCLAIMER OF WARRANTIES, THE EXCLUSION OF CONSEQUENTIAL DAMAGES, OR LIMITATIONS ON LIABILITIES, SO CERTAIN ASPECTS OF SECTIONS 10 OR 11 MAY NOT APPLY TO YOU.

1. **CASH ACCESS; ACCOUNT ACCESS LIMITATIONS**

You acknowledge and agree that the value available to you in your Card Account is limited to the balance of your Card Account. Nevertheless, if any transactions cause the available balance in your Card Account to go negative, including any purchase transactions where the retailer or merchant does not request authorization, you shall remain fully liable to us for the amount of any negative balance and any corresponding transaction fees. You agree to pay us promptly for the negative balance. We will not impose any corresponding transaction fee, or increase any existing fees, when you have a negative Card Account balance, except for the actual costs of collection as permitted by law. If you do not promptly add sufficient funds to your Card Account to cover the negative balance, we may cancel your Card Account and pursue collection. To the extent allowed by applicable law, you are responsible for the reasonable costs we incur in collecting amounts owed by you to us under this Agreement, including reasonably attorneys’ fees and costs. We further reserve the right to offset any negative balance by any current or future funds you may load to or maintain in your Card Account or funds in any other Card Account you maintain with us now or in the future.

With your PIN, you may use your Card to obtain cash from any ATM or any point-of-sale device, as permissible by a merchant, that bears the Visa mark. All ATM transactions are treated as cash withdrawal transactions and may result in fees. You may use your Card at an ATM and withdraw funds from a participating bank. Any funds withdrawn from a POS device will be subject to the maximum amount that can be spent on your Card per every 24-hour period. These are our limits associated with withdrawing cash from your Card.

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| Transaction type | Frequency and/or dollar limits |
| Cash withdrawal (ATM) | 4 times every 24-hours, up to $500 per transaction, up to $1000.00 per every 24-hours. Monthly maximum $2500. |
| Cash back at the point-of-sale | 5 times every 24-hours, up to $500 per every 24-hours. $2500 Monthly |
| Cash withdrawal (over the counter) | 4 times every 24-hours, up to $1,000 per transaction, up to $1,000 per every 24-hours. $2500 monthly |

Merchants may limit the available options for the type of transaction you wish to conduct or may let you choose between a PIN (“Debit”) transaction or a signature (“Credit”) transaction at the point of sale. To initiate a signature transaction at the point of sale, select “Credit” and sign the receipt (if required by the merchant). To initiate a PIN transaction at the point of sale, select “Debit” and enter your PIN at the point of sale terminal. For mail order, telephone, Internet or other card- not-present purchases, merchants may choose to route a transaction as a PIN transaction without asking you to enter your PIN.

Any funds withdrawn from a POS device or through a participating bank will be subject to the maximum amount that can be spent on your Card per day. If you seek to withdraw cash from a merchant POS device, please note that each merchant may establish limits as to how much cash may be obtained from a POS device at a single time or through a single location. This means that you may need to visit more than one merchant if you are seeking to withdraw cash in an amount which is less than or equal to the total limit above, but more than the limit established by the individual merchant. For security purposes, we may, in our sole discretion, limit your use of your Card at ATMs or POS devices.

1. **LOADING YOUR CARD**

You may load your Card Account: (a) by loaded funds at any rePower location; (b) by arranging to have all or a portion of your paycheck, government benefits payment, tax refund check, or other electronic funds transfer deposited onto you Card using the Automated Clearing House system; or (c) by arranging for the transfer of funds originating from a financial institution located in the United States. Depending on your Card Account load method, you should have access to newly loaded funds no later than 5 business days after the load. **There may be fees associated with these methods of Card Account loading. For information about the fees, see the Fee Schedule.**

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| Card Load Limits | Amounts |
| rePower per Transaction | $500 |
| rePower per Day | $1,000 |
| Maximum rePower Loads per Day | 2 |
| Maximum rePower Load per Month | $10,000 |

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| **List of all fees for CreditRich Debit Visa Card** |
| **All Fees**  | **Amount**  | **Details**  |
| **Get Started** |  |  |
| Card Issuance/Activation | $0.00 | No fee will be charged for activation of the card.  |
| **Monthly Usage** |
| Monthly Fee | $0.00 | There is no monthly fee.  |
| **Add Money** |  |  |
| Direct Deposit | $0.00 |  |
| rePower Reload | $0.00 |  |
| **Get /Send Cash** |
| Domestic ATM Withdrawal (in-network) | $0.00 | “In-network” refers to Interlink,Plus, Accel.  |
| Domestic ATM Withdrawal (out-of-network) | $2.50 | This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction. |
| Over the Counter Cash Withdrawal | $0.00 | Assessed each time the Card is used at an Over the Counter/In-Person Bank Teller. The Bank/Financial Institution may charge an additional fee for each transaction. |
| Domestic ATM Balance Inquiry (in-network) | $0.00 | “In-network” refers to Interlink,Plus, Accel.  |
| Domestic ATM Balance Inquiry (out-of-network) | $0.50 | This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction. |
| ATM Decline Fee | $0.50 | This is our fee. You may also be charged a fee by the ATM operator. |
| Card to Card Transfer via App | $0.00 |  |
| Card to Card Transfer Live Agent | $0.00 | Fee for each Card-to-Card Transfer processed with a live agent. |
| **Information** |
| Automated (IVR) Balance Inquiry Phone Calls | $0.00 | Fee for each balance inquiry with the Automated (IVR) system. |
| Other Automated (IVR) Calls | $0.00 | Fee for each contact with the Automated (IVR) system. |
| Balance Inquiry Live Agent | $0.00 | Fee for each balance inquiry with a live agent.  |
| Other Live Agent Phone Calls | $0.00 | Fee for contact with a live customer service agent.  |
| Email and Text Message Alerts | $0.00 | Standard text messaging rates may apply. |
| Paper Statement Fee | $0.00 | There is no fee for paper statements.  |
| ATM Balance Inquiry | $0.50 | This is our fee. You may also be charged a fee by the ATM operator. |
| **Using Your Card Outside the U.S.** |  |  |
| Foreign Currency Fee | 3.0% | Of the U.S. dollar amount of each transaction done in a foreign country and/or in a foreign currency. |
| International ATM Withdrawal | $2.50 | This is our fee. You may also be charged a fee by the ATM operator, even if you do not complete a transaction. |
| International ATM Balance Inquiry | $0.50 | This is our fee. You may also be charged a fee by the ATM operator. |
| International ATM transaction decline | $0.50 | This is our fee. You may also be charged a fee by the ATM operator. |
| **Other** |  |  |
| Inactivity Fee | $0.00 |  |
| Balance Liquidation | $0.00 | Per transaction. |
| Replacement Card (Standard Delivery) | $5.00 | Per replacement card ordered. No fee is charged to replace a stolen 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. Fund availability and processing times are subject to change at any time and may be delayed at the Bank’s sole discretion. We are not liable for any checks, money order, or cash mailed to us. All checks, money orders, or cash sent to the Bank for loading onto your Card Account will be returned unless your Card Account has a negative balance at the time such check or money order is received, in which case the Bank may in its discretion choose to apply the check or money order proceeds to the negative balance owed.

1. **PREAUTHORIZED TRANSFERS**

“Preauthorized transfers” are transfers from your Account that are scheduled in advance to repeat on a regular basis. No preauthorized transfers will be allowed.

1. **FEES**

The following is a complete list of fees that apply to your Account. All fees are deducted you’re your Account unless otherwise specified. We may amend, change or delete these fees in the future as set for in the Amendment section of this Agreement.

Your funds are eligible for FDIC insurance. Your funds will be held at or transferred to Sutton Bank; an FDIC insured institution. Once there, your funds are insured up to $250,000 by the FDIC in the event Sutton Bank fails, if specific deposit insurance requirements are met and your card is registered. See fdic.gov/deposit/deposits/prepaid.html for details.

No overdraft/credit feature.

Find details and conditions for all fees and services inside the package or call 1-833-496-0636 or visit www.creditrich.co. ALL QUESTIONS ABOUT TRANSACTIONS MADE WITH YOUR CARD MUST BE DIRECTED TO CREDITRICH, AND NOT TO SUTTON BANK. CreditRich is responsible for servicing your Card and for resolving any errors in transactions made with your Card.

For general information about prepaid accounts, visit 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.

Except as otherwise detailed or where prohibited by law, all fee amounts will be withdrawn from your Card Account and will be assessed as long as there is a remaining balance on your Card Account. Anytime your remaining Card Account balance is less than the fee amount being assessed, the balance of your Card Account will be applied to the fee amount resulting in a zero balance on your Card Account.

If you use an ATM not owned by us for any transaction, including a balance inquiry, you may be charged a fee by the ATM operator even if you do not complete a withdrawal. This ATM fee is a third-party fee amount assessed by the individual ATM operator only and is not assessed by us. This ATM fee amount will be charged to your Card.

All amounts are expressed in U.S. Dollars. International Card transactions will be subject to the currency conversion rates of the Card Network operator (Visa), as such may be in effect and applied by Visa at the time of the Card transaction.

1. **USING YOUR CARD**

You acknowledge and agree that the value available to you in your Card Account is limited to the balance of your Card Account. Nevertheless, if any transactions cause the available balance in your Card Account to go negative, including any purchase transactions where the retailer or merchant does not request authorization, you shall remain fully liable to us for the amount of any negative balance and any corresponding transaction fees. You agree to pay us promptly for the negative balance. If you do not promptly add sufficient funds to your Card Account to cover the negative balance, we may cancel your Card Account and pursue collection. To the extent allowed by applicable law, you are responsible for the reasonable costs we incur in collecting amounts owed by you to us under this Agreement, including reasonable attorneys’ fees and costs. We further reserve the right to offset any negative balance by any current or future funds you may load to or maintain in your Card Account or funds in any other Card Account you maintain with us now or in the future.

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| These are the maximum itemized cash access and spending limits for the Card Account, which limits may be modified from time to time depending on prior activity both on this account and on other transactions and also whether or not you have activated the Card:**Card Account Limits** | **Amounts** |
| Maximum Card Balance | $10,000 |
| Maximum $ Amount at Point-of-Sale (Transaction/Daily/Monthly) | $2,500/$2,500/$10,000 |
| Maximum $ Amount at Domestic and International ATM (Transaction/Daily/Monthly) | $500/$1,000/$2,500 |
| Maximum $ Amount for Card-to-Card Transfer (Transaction/Daily/Monthly) | $500/$500/$1,000 |

We reserve the right, in our sole discretion, to limit the amount, number or type of transactions you can make on your Card and any funding or reload of your Card. We may, in our sole discretion, further limit your use of the Card at ATMs, and, in addition to our limits, an ATM owner or operator may impose additional withdrawal limits. If you seek to withdraw cash from a merchant POS device, please note that each merchant may establish limits as to how much cash may be obtained from a POS device at a single time or through a single location. This means that you may need to visit more than one merchant if you are seeking to withdraw cash in an amount which is less than or equal to the total limit above, but more than the limit established by the individual merchant.

The Card is for personal use only. 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 are accepted as long as you do not exceed the value available on your Card Account and subject to the terms and conditions of this Agreement. If you do not have enough funds available in your Card Account, you can instruct the merchant to charge a part of the purchase to the Card and pay the remaining amount using another payment method. These are called “split transactions.” Some merchants do not allow cardholders to conduct split transactions. 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. 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 additional charges, 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 (thirty days for hotels) 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. For security reasons, we may limit the amount or number of transactions you can make on your Card. Your Card cannot be redeemed for cash except where required by law. You may not use your Card for online gambling, any illegal transaction or for car rental transactions. 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 immediately 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.

1. **FRAUDULENT OR CRIMINAL CARD ACCOUNT ACTIVITY**

We reserve the right to block, suspend, or cancel your Card or close your Card Account if, as a result of our policies and processes, we detect what we reasonably believe to be fraudulent, suspicious, or criminal activity or any activity inconsistent with this Agreement. 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.

1. **REFUNDS AND RETURNS**

If you are entitled to a refund for any reason for goods or services obtained with your Card, you agree to accept credits to your Card for such refunds and agree to the refund policy of that merchant. The exchange or return of merchandise purchased in whole or in part with the Card will be governed by the procedures and policies of each merchant and applicable law. At the time of any exchange or return, you should present both the merchandise receipt and the Card. If you receive a credit, the credit may not be added to the available funds on the Card for seven (7) business days. Neither the Bank, the Card Network, the Processor nor the Program Manager, nor their respective affiliates, employees or agents are responsible for the delivery, quality, safety, legality or any other aspects of goods or services that you purchase from others with a Card or any damages resulting directly or indirectly from the use of the Card. All such disputes must be addressed and handled directly with the merchant from whom those goods or services were provided.

1. **CARD REPLACEMENT**

You agree to use your best efforts to safeguard the Card at all times. If you believe the Card has been lost or stolen or you need a replacement Card, you should contact Customer Service immediately. If you need to replace your Card for any reason, please contact us at 833-496-0636 to request a replacement Card. You will be required to provide personal information which may include your Card number, full name, transaction history, copies of accepted identification, etc. We reserve the right to require an affidavit signed by you and conduct an investigation into the validity of any request. There is a fee for expedited shipping of a replacement Card in the amount shown in the paragraph of this Agreement captioned “Fees,” which will be deducted from the balance associated with the new Card. It may take up to thirty (30) days to process a request for a replacement Card although we will endeavor to provide you with a replacement Card on as timely a basis as is reasonable under the circumstances. Except as may be required by law, neither we nor CreditRich is liable for any loss or damage relating to lost or stolen Cards or the unauthorized use of a Card.

1. **CARD EXPIRATION**

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

1. **FOREIGN CURRENCY TRANSACTIONS**

Subject to the terms set forth herein, if you obtain your funds or make a purchase in a currency other than the currency in which your Card was issued, the amount deducted from your funds will be converted by the Card Network into an amount in the currency of your Card. The exchange rate between the transaction currency and the billing currency used for processing international transactions is a rate selected by the Card Network from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate the Card Network itself receives, or the government-mandated rate in effect for the applicable central processing date. If you obtain your funds or make a purchase in a currency other than the currency in which your Card was issued, the Bank may assess a foreign currency conversion fee of 3% of the transaction amount and will retain this amount as compensation for its services. Transactions made outside of the 50 United States, the District of Columbia, Puerto Rico, and other U.S. territories are also subject to this conversion fee even if they are completed in U.S. currency.

1. **RECEIPTS**

You should get a receipt at the time you make a transaction using your Card or when you make deposits to and withdrawals from your Card Account. You agree to retain, verify, and reconcile your transactions and receipts.

1. **CARD ACCOUNT BALANCE AND TRANSACTION HISTORIES**

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 833-496-0636 or by accessing your account via the CreditRich mobile app. This information, along with a 12-month history of account transactions, is also available via the CreditRich mobile app If your account is registered with us, you also have the right to obtain at least 24 months of written history of account transactions by calling 833-496-0636, or by writing us a <https://www.creditrich.co/contact>. You will not be charged a fee for this information unless you request it more than once per month.

A copy of this Agreement is available to you at www.creditrich.co

1. **UNCLAIMED PROPERTY**

Applicable unclaimed property 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.

1. **CONFIDENTIALITY**

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

(1) Where it is necessary or helpful for completing transactions;

(2) In order to verify the existence and condition of your Card for a third party, such as merchant;

(3) In order to comply with government agency, court order, or other legal or administrative reporting requirements;

(4) If you consent by giving us your written permission;

(5) To our employees, auditors, affiliates, service providers, or attorneys as needed;

(6) In order to prevent, investigate or report possible illegal activity;

(7) In order to issue authorizations for transactions on the Card;

(8) As permitted by applicable law; or

(9) Otherwise as necessary to fulfill our obligation under this Agreement.

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

1. **OUR LIABILITY FOR FAILURE TO COMPLETE TRANSFERS**

If we do not complete a transfer 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:

(1) If through no fault of ours, you do not have enough funds available on your Card to complete the transaction;

(2) If a merchant refuses to accept your Card;

(3) If an ATM where you are making cash withdrawal does not have enough cash;

(4) If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;

(5) If access to your Card has been blocked after you reported your Card lost or stolen;

(6) If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;

(7) If we have reason to believe the requested transaction is unauthorized;

(8) If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or

(9) For any other exception stated in our Agreement with you or by applicable law.

1. **YOUR LIABILITY FOR UNAUTHORIZED TRANSFERS**

Tell us AT ONCE if you believe your Card, PIN or Account number has been lost or stolen or if you believe an electronic fund transfer has been made without your permission. Telephoning is the best way of keeping your possible losses down. You could lose all the money in your account You may call us at 833-496-0626 or write to us at [address]. You could lose all the money in your Card Account. If you tell us within 2 business days after you learn of the loss or theft of your Card, PIN or Account Number you can lose no more than $50 if someone used your Card, PIN or Account number without your permission.

If you do NOT tell us within 2 business days after you learn of the loss or theft of your Card, PIN or Account number, and we can prove we could have stopped someone from using your Card, PIN or Account number without your permission if you had told us, you could lose as much as $500.

Also, if online (electronic) or written transaction history shows transactions that you did not make, including those made by Card, PIN, code or other means, tell us at once following the procedures stated in the section labeled “Your Right to Dispute Errors.” If you do not notify us in writing within sixty (60) days after you: (i) you electronically access your Account, if the transfers could be viewed in your electronic history, or (ii) the date we sent the first written history of your Account transactions on which the transfers appeared, 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 money if you had told us in time. If a good reason (such as a long trip or a hospital stay) kept you from telling us, we will extend the time periods.

Visa Zero Liability Policy: To the extent not covered in elsewhere in this Agreement, Visa’s Zero Liability Policy provides you with protection against unauthorized signature-based Visa Debit Card transactions (PIN transactions are not covered under Visa’s Zero Liability Policy) processed through the Visa network, including Internet and telephone purchases. If you suspect that your Visa Debit Card number has been lost or stolen, you may not be responsible for any unauthorized signature-based purchases if you report the theft promptly. For all other transactions with your Card that are not processed through the Card Network, the rules summarized in the paragraphs above in this section apply. If your Card has been lost or stolen, please notify us immediately and we will inactive your Card and send you a replacement Card for the fee listed in the “Fees” section of this Agreement. We also recommend that you freeze your card in the CreditRich app. In some cases, we may close your Card Account to keep losses down. Upon your request, we may provide you with a replacement Card Account.

1. **ASSIGNMENT; APPLICABLE LAW; SEVERABILITY**

This Agreement will be governed by and interpreted in accordance with federal law and, to the extent federal law does not apply, by the laws of the State of Ohio. You consent and submit to the exclusive jurisdiction of the state and federal courts located in Ohio, with respect to all controversies arising out of or in connection with the use of the Card and this Agreement that are not subject to arbitration or to any proceeding to enforce the Arbitration Clause or to confirm or vacate an arbitration award.

1. **AMENDMENT AND CANCELLATION**

We may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on our website at www.creditrich.co. You will be notified of any amendment prior to its effective date if required by law, but otherwise, any such amendment shall be effective upon such posting to that website. The current Agreement is available at www.creditrich.co]. You will be notified of any change in the manner provided by applicable law prior to the effective date of the change. However, if the change is made for security purposes, we can implement such change without prior notice. We may cancel or suspend your Card or this Agreement at any time. You may cancel this Agreement by returning the Card to us or contacting Customer Service. Upon cancellation of your Card, we will continue to honor transactions you have made up until your Card cancellation is processed in accordance with this Agreement, which may take up to forty-five (45) days following the cancellation of your Card, during which regular fees will apply. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. You may cancel your Card, your Card Account, or this Agreement at any time by notifying Customer Service. Cancellation or suspension of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to such cancellation or suspension.

In the event that your Card Account is cancelled, closed, or terminated for any reason, you may request the unused balance to be returned to you via a check to the mailing address we have in our records. There is a fee for this service. Please refer to the paragraph of this Agreement captioned “Fee Schedule” above. 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.

1. **ACCOUNT ADJUSTMENTS**

We may make adjustments to your Account from time to time to reflect corrections or changes to your balance. Adjustments might occur, for example, if funds are posted for the wrong amount, or to the wrong account, or if deposited (loaded) items are returned unpaid. If funds are loaded or transferred into your Account by mistake or otherwise, we may correct the situation by deducting the amount of the deposit or transfer from your Account without prior notice to you. In the event of an error that caused an overstated balance, you agree to reimburse us for the overstated amount. If there are not enough funds in your Account at that time, your Account could become overdrawn.

1. **YOUR RIGHT TO DISPUTE ERRORS**

In case of errors or questions about your electronic transactions, telephone us at 1-833-496-0636 as soon as you can if you think an error has occurred or if you need more information about a transaction listed on the statement or receipt. We must hear from you no later than 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 at 1-833-496-0636 You will need to:

1. Tell us your name and Card Account number.

2. Why you believe there is an error, and the dollar amount involved.

3. 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 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, point-of-sale 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 Card for the amount you think is in error.

We will tell you about 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. You may ask for copies of the documents that we used in our investigation. 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 1-833-496-0636.

1. **NO WARRANTY OF UNINTERRUPTED USE**

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. Please notify us at the Customer Service number stated below if you have any problems using your Card. You agree that neither the Bank, the Card Network, the Program Manager nor any of their respective affiliates, employees, or agents are responsible for any interruption of service.

1. **WEBSITE AND MOBILE APPLICATION AVAILABILITY**

Although considerable effort is expended to make our and CreditRich’s website, mobile application, and other operational and communications channels available around the clock, we and/or CreditRich do not warrant these channels to be available and error free every minute of the day. You agree that we will not be responsible for temporary interruptions in service due to maintenance, website changes, mobile application updates, 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 the websites, the mobile application, and their 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 websites and mobile application’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.

1. **CUSTOMER SERVICE**

For customer service or additional information regarding your Card, please contact us at 833-496-0636.

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

1. **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.

1. **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.

1. **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.

1. **ARBITRATION CLAUSE**

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

Any claim, dispute, or controversy (“Claim”) between you and us arising out of or relating in any way to this Agreement, your Card, your purchase 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.

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

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

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

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

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

Solely for purposes of this Arbitration Clause, “*We*” or “*Us*” shall mean 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: 435 21st Street S Washington, DC 20002. 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, 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 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.

CreditRich Debit Visa Card is issued by Sutton Bank, Member FDIC, Pursuant to a license from VISA USA Inc. All other trademarks and service marks belong to their respective owners.

This Cardholder Agreement is effective as of the Revision Date set forth above.

**No overdraft/credit feature.**

Your funds are eligible for FDIC insurance. Your funds will be held at or transferred to Sutton Bank; an FDIC insured institution. Once there, your funds are insured up to $250,000 by the FDIC in the event Sutton Bank fails, if specific deposit insurance requirements are met and your card is registered. See *fdic.gov/deposit/deposits/prepaid.html* for details.

Find details and conditions for all fees and services inside the package, or call **1-833-496-0636** or visit**www.creditrich.co**

For general information about prepaid accounts, visit *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*.

