

**Mastercard® eDisbursement Card
CARDHOLDER AGREEMENT / TERMS & CONDITIONS**

IMPORTANT – PLEASE READ CAREFULLY. THIS AGREEMENT CONTAINS AN ARBITRATION PROVISION (“ARBITRATION” SECTION) REQUIRING ALL CLAIMS TO BE RESOLVED BY WAY OF BINDING ARBITRATION.

TREAT CARD LIKE CASH. NEVER PROVIDE CARD OR ACCOUNT INFORMATION TO SOMEONE YOU DON'T KNOW – YOU MAY LOSE YOUR MONEY WITH NO RECOURSE.

CUSTOMER SERVICE CONTACT INFORMATION:

Mailing Address: P.O. Box 826 Fortson, GA 31808

Website: MyDisbursementCard.com

Phone Number: 1-844-833-8895

1. About Your Card

This 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 Mastercard Disbursement Card has been issued to you by the Issuer. The Issuer is an FDIC insured member institution. “Card” means the Mastercard Disbursement Card issued to you by Sutton Bank. By accepting and using the Card, you agree to be bound by the terms and conditions contained in this Agreement. “Virtual Account” means the records we maintain to account for the value of claims associated with the Card. “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 our successors, affiliates, or assignees. The Card is offered to you through a lottery or retailer (“Sponsor”) who requested that a Card be issued to you. Sponsor is responsible for providing the funds and instructing us to load the amount of designated funds into the Virtual Account. You acknowledge and agree that the value available in the Virtual Account is limited to the funds that have been loaded into the Virtual Account by or on behalf of Sponsor. We have no obligation to you in the event Sponsor delays in providing or fails to provide funds to fund your Virtual Account. The Sponsor is not the issuer of the Card but may limit some functions on the Card. 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 your credit rating. You will not receive any interest on your funds in the Virtual Account. The Card will remain the property of the Issuer 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. We may refuse to process any transaction that we believe may violate the terms and conditions of this Agreement. 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.

Write down your Card number and the Customer Service telephone number provided in this Agreement on a separate piece of paper in case your Card is lost, stolen, or destroyed. Keep the paper in a safe place. Please read this Agreement carefully and keep it for future reference.

2. Description of Your Card

The Card is a prepaid card usable wherever prepaid debit cards bearing the applicable payment network brand(s) on your Card 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 charge card that allows you to make purchases or obtain advances and pay later. The Card will have a printed expiration date and the Card will expire, in accordance with applicable law, on the expiration date. If your Virtual Account is in good standing and you have available funds on the Card, we will issue you a new Card upon expiration. 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. Card funds are not insured by the FDIC or any other federal or state agency on your behalf.

3. Personal Identification Number (PIN)

You will not receive a Personalized Identification Number (“PIN”). A merchant’s Point of Sale (“POS”) device, any 4-digit code will work at the initial PIN for your first PIN-based transaction. After the first PIN-based transaction, you must use the same PIN for each subsequent PIN-based transaction, unless and until you choose to reset the PIN. You have the option to deactivate and reset the current PIN by visiting MyDisbursementCard.com or by calling customer service at 1-844-833-8895. You will be required to provide information about the Card (Card number, expiration date, and security code) prior to resetting the PIN. Once the PIN has been reset, you will then be able to select a new 4-digit PIN during your next PIN-based transaction at a merchant’s POS device. You should not write or keep your PIN with your Card. Never share your PIN with anyone 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 section labeled “Lost or Stolen Cards; Your Liability for Unauthorized Transfers” below.

4. Authorized Card Users

You may not permit another person to have access to your Card or Card number. You are liable for all transactions incurred with the Card or Card number. You are wholly responsible for the use of each Card according to the terms of this Agreement subject to the section labeled “Lost or Stolen Cards; Your Liability for Unauthorized Transfers” below, and other applicable law.

5. 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 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 legal alien (with valid U.S. tax ID number) residing in the United States, Puerto Rico or the District of Columbia; (iii) you received a copy of this Agreement and agree to be bound by and to comply with its terms; and (iv) you accept the Card.

6. 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.

7. Limitation of Liability

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

AMOUNT LOADED ON THE CARD.

8. Account Access; Limitations

Each time you use your Card, you authorize us to reduce the value available on your Card by the amount of the transaction and applicable fees. You are not allowed to exceed the available amount in your Virtual Account through an individual transaction or a series of transactions and our policy is to decline to authorize any transaction for which you have insufficient funds in your Virtual Account. Nevertheless, if a transaction exceeds the balance of the funds available on in your Virtual Account, 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. We also reserve the right to cancel this Card and close your Virtual Account should you create one or more negative balances with your Card.

You may not use your Card for any illegal transactions. For security reasons, we may limit the amount, type, or number of transactions you can make on your Card/Virtual Account and/or limit the acceptance of your Card/Virtual Account at certain merchants. We may refuse to process any Card transaction that we believe may violate the terms of this Agreement or applicable law. You may use your Card to: make in-person and non-Card-present purchases. Additional features permitted on your Card allows you to: pay bills directly online from your Virtual Account in the amounts and on the days you request.

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. 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.

You do not have the right to stop payment on any purchase transaction originated by use of your Card, except as otherwise provided herein. With certain types of purchases (such as those made at restaurants, hotels, rental cars, cruise lines, or similar purchases), your Card may be “preauthorized” for an amount greater than the transaction amount to cover gratuity or incidental expenses. Any preauthorization amount will place a “hold” on your available funds until the merchant sends us the final payment amount of your purchase. It may take up to thirty (30) days for the hold to be removed. During this time, you will not have access to preauthorized amounts. Once the final payment amount is received, the preauthorization amount on hold will be removed. 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.

Limits:

LOAD, WITHDRAWAL and SPEND LIMITS*	
Load Limitations	Limit
Maximum Card balance at any time	\$10,000
Spend Limitations	Limit
Maximum amount in Point of Sale Signature or Point of Sale PIN Transactions	\$2,500 Signature purchase, \$2,500 PIN purchase, no more than aggregate \$2,500 per (24) hours, and no more than aggregate \$2,500 per month

9. Loading Your Card

You may not load additional funds to your Card. Personal checks, cashier’s checks, and money orders sent to the Issuer are not an acceptable form of loading. Any checks and money orders sent to the Issuer for loading will be returned unless the full amount may be applied towards a negative balance, in which case the check or money order may or may not be loaded at the discretion of the Issuer. The minimum amount of funds that may be loaded to your Virtual Account by or on behalf of Sponsor is \$20.00. The maximum amount of funds that may be loaded to your Virtual Account by or on behalf of Sponsor is \$1,000.00.

10. When Value on your Card is Available

Funds are available at the time the Card is activated; however, we reserve the right, at our sole discretion, to delay funds availability for up to 24 hours following card activation.

11. Preauthorized Transfers

The Virtual Account cannot be used for preauthorized direct debits from merchants, Internet service or other utility service providers. If presented for payment, preauthorized direct debits will be declined and payment to the merchant or provider will not be made. You are not authorized to provide the combination of the Issuer’s bank routing number and the Virtual Account number to anyone.

12. Refunds and Returns

If you are entitled to a refund for any reason for goods or services obtained with your Card, the return and refund will be handled by the merchant. If the merchant credits your Card, the credit may not be immediately available. While merchant refunds post as soon as they are received, please note that we have no control over when a merchant sends a credit transaction and the refund may not be available for a number of days after the date the refund transaction occurs.

13. Virtual Account Replacement

If you need to replace your Virtual Account for any reason, please contact Customer Service. Please note that your Virtual Account has a “Account Expires” date on the front of the Virtual Account. You may not use the Virtual Account after the “Account Expires” date. However, even if the “Account Expires” date has passed, the available funds on your Virtual Account do not expire. You will not be charged a fee for replacement Virtual Accounts that we send due to expiration of the Virtual Account.

14. Card Expiration

The Card 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 valid through date; however, you may request a replacement Card at no cost to you by following the procedures in the paragraph labeled “Virtual Account Replacement”. The new Card will have a value equal to the remaining balance of the expired Card.

15. 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.

16. Virtual Account Balance/Transaction History/Cardholder Agreement

You are responsible for keeping track of your Virtual 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 Virtual Account by calling Customer Service. This information, along with a (12) month history of account transactions, is also available on our Website. It may also be possible to obtain a written history of account transactions by calling or writing Customer Service.

A copy of this Agreement is available to you on our Website at MyDisbursementCard.com.

17. Fee Schedule

Mastercard Disbursement Card Fees	
Fee Type	Amount
Initial and Monthly Fees	
Activation	\$0.00
Monthly Fee	At the beginning of the 13 th month, a \$4.95 Monthly Fee will be deducted from the Card balance each month, except where prohibited by law.
<i>Operator fees/surcharges may apply</i> Questions? Please call 1-844-833-8895 or visit MyDisbursementCard.com.	

18. 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.

19. Confidentiality

We may disclose information to third parties about you, 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.

20. 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:

- (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.

21. Lost or Stolen Cards; Your Liability for Unauthorized Transactions

Contact us at once by calling 1-844-833-8895 if you believe your Card has been lost or stolen. You must provide your name, address, Virtual Account number, CID, and other details as requested by us to replace your Card. We cannot assist you if you do not have the Virtual Account number or do not provide us with the requested information. If we issue a replacement Card, the replacement Card will have a value equal to the Available Balance on the Card at the time you notified us of the loss or theft. Any Available Balances will be temporarily unavailable until you activate your replacement Card. NO REFUNDS WILL BE PROVIDED FOR AMOUNTS DEBITED FROM THE LOST OR STOLEN CARD BEFORE YOU NOTIFY US. You acknowledge that purchases made with prepaid cards or virtual accounts, such as the Card, are similar to those made with cash. You cannot "stop payment" or "lodge a billing dispute" on such transactions. Any problems or disputes you may have regarding a purchase should be addressed directly with the merchant.

22. 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.

23. 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 MyDisbursementCard.com, and any such amendment shall be effective upon posting to that website. The current Agreement is available at MyDisbursementCard.com. 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. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination. In the event the Virtual Account is cancelled, closed, or terminated for any reason you may request the unused balance to be returned to you by check to be sent to the mailing address you provide to us. The Issuer reserves the right to refuse to return any unused balance amount less than \$1.00.

24. Overpayment

We and your Sponsor, when applicable, reserve the right to deduct funds from your Virtual Account in order to correct a previous error or overpayment to you, and you authorize us (a) to share information as necessary with your Sponsor in connection with resolving any errors or overpayments related to Sponsor

loads to the Card and (ii) to the extent applicable, to accept instructions from your Sponsor to add or deduct funds from your Virtual Account and, in the case of deductions, to return those funds to your Sponsor.

25. No Warranty of Availability or 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 the Issuer, Sponsor, Network, and their respective affiliates, employees, or agents are not responsible for any interruption of service.

26. Website Availability

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

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

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

27. English Language Controls

Any translation of this Agreement is provided for your convenience. The meanings of terms, conditions and representations herein are subject to definitions and interpretations in the English language. Any translation provided may not accurately represent the information in the original English.

28. Customer Service

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

Disbursement Card Customer Service

P.O. Box 826

Fortson, Georgia 31808

1-844-833-8895.

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

29. 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.

30. No Warranty Regarding Goods or Services as Applicable

We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

31. 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.

32. 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.

33. 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 the initial filing fee to commence the arbitration.

You and we will have every remedy available in arbitration as you and we would have from a court and will be entitled to reasonable discovery. All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made finally and exclusively by the arbitrator. The arbitrator's award will be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction. 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 33 ("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 P.O. Box 826 Fortson, GA 31808. 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, Virtual 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 Mastercard Disbursement Card accounts you have will not apply to you, except for any claims subject to pending litigation or arbitration at the time you send your rejection notice. Rejection of this arbitration provision will not affect your other rights or responsibilities under this section or the Agreement.

The Card is issued by Sutton Bank, member FDIC, pursuant to license by Mastercard. Mastercard and the circles design are registered trademarks of Mastercard International Incorporated. This Cardholder Agreement is effective July 2023

C1951_607_112923