

Revision date: August 19, 2020

PUREWRIST GO

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 A RIGHT TO TRIAL BY JURY AND TO PARTICIPATE IN CLASS ACTIONS.

CUSTOMER SUPPORT CONTACT INFORMATION:

Mailing Address: 401 Park Avenue South, 10th. FL New-York, New-York 10016

Phone Number: 1(800) 234 2330

Website: www.purewrist.com

THIS CARDHOLDER AGREEMENT (THIS “AGREEMENT”) IS BETWEEN YOU AND SUTTON BANK, THE ISSUER OF YOUR CARD.

THE FOLLOWING TERMS AND CONDITIONS GOVERN YOUR USE OF THE PUREWRIST GO PREPAID SINGLE-LOAD WEARABLE DEBIT CARD. BY ACTIVATING, AND/OR USING OR ALLOWING SOMEONE ELSE TO USE THE PUREWRIST GO PREPAID WEARABLE DEBIT CARD, YOU ARE AGREEING TO THE FOLLOWING TERMS AND CONDITIONS.

1. THE CARD PROGRAM

This Purewrist GO Cardholder Agreement (this “Agreement”) represents an agreement between you and Sutton Bank, (the “Bank”), and contains the terms and conditions governing the Purewrist GO Single-Load Wearable prepaid Mastercard, or “Starter Card,” issued to you by Bank. Bank is a member of the Federal Deposit Insurance Corporation (“EDIC”). By accepting the Card from Purewrist, you agree to be bound by and accept the terms and conditions set out herein.

The Purewrist GO logo is a trademark of Purewrist LLC.

The Fee Schedule, available herein, 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, you will not be able to activate or use the Card. Please contact Customer Service to cancel your Card.

“You,” “your,” and “yours” mean the Cardholder who purchases a Starter Card and any other person you allow to use the Card, whether or not permitted by the Agreement.

“We,” “us,” and “our” mean the Bank and/or its successors, affiliates, and assignees.

“Website” means www.purewrist.com or the Purewrist Website mobile application or the Purewrist App.

“Card Account” means the account associated with your Starter Card in which we account for the loads, transactions, fees and other claims associated with your Card.

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

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 WWW.PUREWRIST.COM (THE “WEBSITE”) TO VIEW, PRINT, AND SAVE THIS AGREEMENT AND [HTTPS://WWW.SUTTONBANK.COM/_/KCMS-DOC/85/49033/WK-PRIVACY DISCLOSURE-1218.PDF](https://www.suttonbank.com/_/KCMS-DOC/85/49033/WK-PRIVACY%20DISCLOSURE-1218.PDF) TO VIEW, PRINT, AND SAVE OUR PRIVACY POLICY.

1. 1 Card Type: Card or “Starter Card” means my Purewrist GO Wearable Prepaid Card that has not been registered on the Website and is not reloadable. You may have purchased your Starter Card directly on the Website or it was included in a package that you purchased at a retailer.

A single cash load to a Starter Card may be made online or at a retailer, in the minimum and maximum amount as set forth on the package. A Starter Card cannot be reloaded unless you wish to register Card.

IMPORTANT: The Starter Card will not have full GPR functionality (e.g., no Automated Teller Machine (“ATM”) withdrawals or other forms of cash access, no reloads of additional funds to the card, no direct deposit, no card-to-card transfers, no international use) until the Card has been successfully registered as a Cuentas GPR Card and your identity has been verified.

1.2 Card Use & Ownership: You may use your Card to make purchases at any merchant that accepts Prepaid Mastercard debit or credit cards, subject to your available Card balance and the other terms and conditions of this Agreement. Should you wish to perform an Internet, mail order, or telephone transaction using your Starter Card, you must go to the Website and enter your address, Card number, expiration date, and the three-digit security code on the back of your Card prior to performing an Internet, mail or telephone transactions.

Each time you use your Card, you authorize us to reduce the funds available on your Card by the amount of the transaction. The Card is not a gift card or gift certificate. The Card is not designed for business use, and we may close your Card if we determine that it is being used for business purposes or in a manner that is not consistent with the intended use of the Card. We may refuse to process any transaction that we believe may violate the terms of this Agreement. The Card comes with a pre-selected PIN.

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. You may not use your Card for any online gambling, escort services, or any illegal transaction. The Card will have a printed expiration date and the Card will expire, in accordance with applicable law, on the expiration date. The Card will remain the property of the Bank and must be surrendered upon demand. Your 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. 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.

1.2.1 Merchant Holds

Some merchants (including, but not limited to, restaurants, hotels, cruise lines, or car rental companies) may pre-authorize the transaction amount for the purchase amount plus up to 20% (or more) above the purchase amount to ensure there are sufficient funds available on your Card to cover any tips or incidental expenses. In such cases, your transaction will be declined if the Card balance will not cover the transaction amount plus the pre-authorization percentage.

A pre-authorization will place a “hold” on an amount of your available Card funds until the merchant sends us the final payment amount of your purchase. Once the final payment amount is received, the pre-authorization amount on hold in excess of that final payment amount will be released. It may take up to seven (7) days for the pre-authorization hold to be removed. During the hold period, you will not have access to the pre- authorized amount.

1.2.2 Split Transactions

If the Balance on your Card is insufficient to cover the full transaction amount, you may request that the merchant conduct a split tender transaction, where you use the Card as partial payment for goods and services and then pay the remainder of the amount with another form of payment (e.g. cash, cheque, credit or debit card). If you fail to inform the merchant that you would like to complete a split tender transaction prior to swiping your Card, your Card may be declined. Some merchants may require payment for the remaining balance in cash.

Merchants are not obliged to accept split tender transactions, and some merchants may not accept split tender transactions.

1.3 Card Limitations:

Your Purewrist GO Card will expire thirty-six (36) months from the date of issuance. Your Purewrist GO Starter Card is not returnable or refundable. Your Card is not reloadable and cannot be used to make cash withdrawals at an Automated Teller Machine (“ATM”), Point-of-Sale (“POS”) device, or by any other means. You may not use your Card at merchants outside of the 50 States of the United States of America, the District of Columbia, and Puerto Rico (collectively the “United States” (including internet websites based outside the United States)). You may not use your Card for regular pre-authorized debit (PAD) transactions, where you authorize a company or organization to withdraw funds from your Card. All PAD transactions will be rejected and Sutton Bank will not be liable for any costs incurred by you as a result. Use of your Card may be restricted at some online merchants. Your 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. You may not use your Card for any online gambling, escort services, or any illegal transaction. You have no right to write cheques on, or demand repayment of, the outstanding Balance on the Card, but are strictly limited to the right to use the Card in accordance with this Agreement as payment for goods and services from merchants who accept Mastercard.

Your Card may be deactivated at any time if fraud is suspected. You may not add funds to your Card via wire transfer.

This Card is not eligible for FDIC insurance or protection under any Zero Liability policy unless you upgrade your Card to the Purewrist DIRECT Wearable Prepaid Mastercard product and your identity is verified.

1.3.1 Load/Transaction Limitations

You acknowledge and agree that the value available on your Card is limited to the funds that you have loaded on your Card.

Each time you use your Starter Card, you authorize us to reduce the funds available on your Card by the amount of the transaction.

You should get a receipt at the time you make a transaction using your Card. You agree to retain your receipt to verify your transactions.

Your Starter Card is subject to minimum and maximum load and transaction limits as described below. You may purchase and load your Card by arranging to transfer fund by using a Debit Card or a Credit Card. We will not accept any checks, money orders, or cash mailed to us for deposit, or any inbound wire transfers to your Card Account. We are not liable for any checks, money order, or cash mailed to us.

Starter Card Limits	Amount (USD)
Minimum Initial Value Load	\$ 10
Maximum Initial Value Load	\$ 500
Maximum Amount per Transaction	\$ 500
Maximum Daily Spend Amount	\$ 500
Maximum Monthly Spend Amount	\$ 500
Maximum Balance of Card	\$500
Card lifetime	36 Months

1.4 Card Information and Balance: Your Balance, transaction stream, the expiration date of the Card, and up-to-date Card terms and conditions are available for free through the App, and cardholder terms and conditions are also available on the Website. Statement information is available online on the Website. Should you have any questions please contact our customer service through live chat on the App or call our toll-free customer service number at 1(800) 234 2330. It is your responsibility to keep track of the Balance remaining on your Card. It is your responsibility to ensure that there is a sufficient Balance on the Card to cover transactions plus any pre-authorization amount.

You do not have the right to stop the payment of any transaction you conduct with the Card. 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. We are not liable to you for declining authorization for any particular transaction, regardless of our reason. If you attempt to use the Card when there is insufficient Balance available to cover the full Transaction Amount, the transaction in most instances will be declined. However, if due to a system malfunction or for any reason whatsoever, a transaction occurs despite insufficient Balance on the Card, creating a negative amount, you agree to reimburse us, upon request, for any amount in excess of the Balance.

Your Balance, transaction stream, the expiration date of the Card, and up-to-date Card terms and conditions are available for free through the App, and cardholder terms and conditions are also available on the Website. Statement information is available online on the Website. Should you have any questions please contact our customer service through live chat on the App or call our toll-free customer service number at 1(800) 234 2330. The Card is a prepaid card and can only be used to access value that you have previously loaded onto it.

2. ACTIVATE YOUR CARD

Your wearable Card cannot be used for any purpose until it is activated on the Website or on the Purewrist mobile App. As soon as you receive your Card, activate it by following the printed activation and verification steps that are on the instructions that arrive with your Card. You can activate it using the Purewrist mobile App or the Website. Upon activation, you will be charged a one-time activation fee in the amount set out in the Fee Schedule as described below.

3. REGISTER YOUR CARD

Your wearable Card can be registered to obtain a personalized, Reloadable Card. If you wish to register your Starter Card, please go to the Website or the App as soon as possible or call us at 1 (800) 234-2330.

During registration, we will collect and verify your personal information. Depending on the information you give us and our attempt to verify you, you may be delayed in your ability to enable GPR Card functions, and we may even restrict access to funds on the Starter Card or close your Card Account. Once you are verified, your Starter Card will have full GPR Card functionality and will be replaced with your new personalized GPR Card, which will come in the mail. You should take precautions to protect your card number.

Different fees and limits apply to Reloadable Cards, which will be disclosed to you during the registration process. If we are unable to authenticate your identity during the registration process, you may continue to use your Starter Card until the Balance is depleted.

4. PERSONAL IDENTIFICATION NUMBER (PIN)

The Card comes with a pre-selected PIN which is the last 4 digits of your Card. You can change the PIN issued with the Card on the Website or through the App. You will be able select your PIN when activating your card through the App. Only one PIN will be issued for each Card. Never share your PIN with anyone. Do not write your PIN on your Card or keep your PIN with your Card. When entering your PIN, be sure it cannot be observed by others and do not enter your PIN into any terminal that appears to be modified or suspicious.

You agree to use your best efforts to safeguard your Card Account, to keep the Card, the security details relating to the Card and any PIN safe and secure. You may immediately block or suspend any activity on your Card through the App. The PIN is provided solely for your use and security when purchasing goods or services where applicable. If you forget the PIN, you can obtain a reminder through the Purewrist Website or by calling Purewrist at any time. The PIN may be disabled if an incorrect PIN is entered three (3) times. If the PIN is disabled, please contact Purewrist at any time for assistance. There may be a delay in reactivating the PIN and we may not be able to reactivate if you are abroad. 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.”

5. TABLE OF FEES – PUREWRIST GO

All Fees	Amount (in USD)	Applicability (unless otherwise specified in this Agreement)
Activation Fee	\$ 4.99	Starter Card. A one-time purchase fee will be added to the initial amount that you choose to load to the card. For example: if you would like to load \$100.00 at the time of the purchase of the Starter wearable, a fee of \$4.99 will be added to the total. Therefore, you would provide \$104.99 to the merchant.
Inactivity Fee	\$ 2.99	Starter Card. Unless prohibited by law, you will be charged a monthly inactivity fee, following a period of twelve (12) months in which the Starter Card, has not been used to make purchases. The monthly inactivity fee will be charged during the Card lifetime and after expiry of the Card. The monthly inactivity fee is deducted from the Balance. If there is no remaining balance following the debit of any monthly inactivity fee, we will waive the remainder of our fee.

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 except where prohibited by law. 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.

6. EXPIRATION AND ACCESS TO BALANCE

The Card will be valid and usable until either the Balance is used or the expiration date of the Card, whichever occurs first. Your right to use the funds on the Card will never expire. You can contact customer service to receive a replacement Card with a new, extended expiry date. The new Card will have a value equal to the remaining balance of the expired Card.

7. AUTHORIZED CARD USERS

You are responsible for all transactions 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 responsible for all transactions and fees incurred by those persons. You are wholly responsible for the use of your Card according to the terms and conditions of this Agreement.

8. ACCOUNT REPLACEMENT

If you need to replace your Card for any reason, please contact us at Purewrist to request a replacement Card. There are certain restrictions that must be met before we can replace your Card in certain circumstances. 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 to investigate the validity of any request. It may take up to thirty (30) days to process a request for a replacement Card; however, we will try to provide you with a replacement Card on as timely a basis as is reasonable under the circumstances.

9. REFUND 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 Account for such refunds. 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. The amounts credited to your Card Account for refunds may not be available for up to five (5) days from the date the refund transaction occurs. Where a refund for goods or services purchased using the Card, or another credit, for any other reason is made to the Card, the refund or credit will be in USD. 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.

10. 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 lawfully residing in the U.S., Puerto Rico, or the District of Columbia (with valid U.S. tax ID number); (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.

11. DISCLAIMER OF WARRANTIES

EXCEPT FOR ANY EXPRESS WARRANTIES WE PROVIDE IN THIS AGREEMENT, WE MAKE NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO YOU, AND HEREBY EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, REGARDING THE CARD OR RELATING TO OR ARISING OUT OF THIS AGREEMENT, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. We are not responsible for the quality, safety, legality, or any other aspect of any goods or services you purchase with your Card.

12. 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.

13. 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.

14. 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.

15. 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 electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
- (4) If access to your Card has been blocked after you reported your Card lost or stolen;
- (5) If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
- (6) If we have reason to believe the requested transaction is unauthorized;
- (7) 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
- (8) For any other exception stated in our Agreement with you or by applicable law.

16. LOST OR STOLEN CARD; UNAUTHORIZED TRANSACTIONS

If you believe your Card or Card number has been lost or stolen or you need a replacement Card, contact us immediately by calling Purewrist. You should also call the number if you believe a transaction has been made using the information from your Card without your permission. You must provide your name, address, Card number, and other details as requested by us to replace your Card. We cannot assist you if you do not have the Card 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 card 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.

17. 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.

18. 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.purewrist.com, and any such amendment shall be effective upon such posting to that website. The current Agreement is available at www.purewrist.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 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.

19. OVERPAYMENT

We reserve the right to deduct funds from your Card Account in order to correct a previous error or overpayment to you.

21. 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.

22. 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.

23. 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.

24. CUSTOMER SERVICE

For customer service or additional information regarding your Card, please contact us at 1(800) 234-2330 or at www.purewrist.com or through the App.

Customer Service agents are available 8 hours a day, five (5) days a week from 10 AM EST to 6 PM EST to answer your calls.

25. 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.

26. 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.

27. 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.

28. 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.

IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION CLAUSE, DO NOT ACTIVATE OR USE THE CARD, SAVE YOUR RECEIPT AND CALL US AT 1(800) 234-2330 TO CANCEL YOUR CARD AND TO REQUEST A REFUND.

Purewrist contactless payment accounts are issued by Sutton Bank pursuant to a license by Mastercard International Inc.

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

All Fees		
Get Started		
Card Issuance/Activation	\$ 4.99	Fee charged for activation of the card. This fee will be removed on the date of activation.
Monthly Usage		
Monthly Fee	\$0	This fee will be deducted from your Card Account each month, beginning on the date of activation and each month thereafter on the anniversary date of activation.
Add Money		
Direct Deposit	N/A	
Vanilla Direct Reload	N/A	
Get /Send Cash		
Domestic ATM Withdrawal	N/A	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 Withdraw	N/A	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.
ATM Decline Fee	N/A	This is our fee. You may also be charged a fee by the ATM operator.
Card to Card Transfer via App	N/A	
Card to Card Transfer Live Agent	N/A	Fee for each Card to Card Transfer processed with a live agent.
Information		
Automated (IVR) Balance Inquiry Phone Calls	\$0	Fee for each balance inquiry with the Automated (IVR) system.
Other Automated (IVR) Calls	\$0	Fee for each contact with the Automated (IVR) system.
Balance Inquiry Live Agent	\$0	Fee for each balance inquiry with a live agent.
Other Live Agent Phone Calls	\$0	Fee for contact with a live customer service agent.
Email and Text Message Alerts	\$0	Standard text messaging rates may apply.
Paper Statement Fee	\$0	The fee will be charged for each month that a request for an extra statement is

		made. You may request 1 paper statement each month at no cost.
ATM Balance Inquiry	N/A	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	N/A	Of the U.S. dollar amount of each transaction done in a foreign country and/or foreign currency.
International ATM Withdrawal	N/A	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	N/A	This is our fee. You may also be charged a fee by the ATM operator.
International ATM transaction decline	N/A	
Other		
Inactivity Fee	\$2.99	Unless prohibited by law, you will be charged a monthly inactivity fee, following a period of twelve (12) months in which the Starter Card, has not been used to make purchases. The monthly inactivity fee will be charged during the Card lifetime and after expiry of the Card. The monthly inactivity fee is deducted from the Balance. If there is no remaining balance following the debit of any monthly inactivity fee, we will waive the remainder of our fee.
Balance Liquidation	\$0	Per transaction.
Replacement Card (Standard Delivery)	\$0	Per replacement card ordered.
Replacement Card (Expedited Delivery)	N/A	Per replacement card ordered with expedited delivery.
Balance Refund Paper Check Fee	N/A	This is our fee to issue a paper check.

Treat this card like cash. Not FDIC insured.

No overdraft/credit feature.

Contact Purewrist by phone at 1(800) 234-2330, by mail at welcome@purewrist.com, or visit www.purewrist.com

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.

Monthly fee	Per purchase	ATM withdrawal	Cash reload
N/A	\$0	N/A	N/A

ATM balance inquiry	\$0
Customer Service (automated IVR or Live Agent)	\$0
Inactivity	\$2.99 per month
We charge - other types of fees. They are:	
Activation Fee	\$4.99

Treat this card like cash. Not FDIC insured.

No Credit or Overdraft Feature.

For general information about prepaid accounts, visit cfpb.gov/prepaid. Find details and conditions for all fees and services inside the package, or call **1(800)234 2330** or visit www.purewrist.com.