



# Switch Account Agreement Terms & Conditions

This Account Agreement is effective June 2022.

**IMPORTANT** – Please read this carefully and retain this Account Agreement with your records for future reference.

If you have any questions about this notice, please contact us at [cardsupport@switchrewardcard.com](mailto:cardsupport@switchrewardcard.com)

## 1. Terms and Conditions

Your Account is provided by Choice Financial Group (“Choice Financial” or “the Bank”), who is also the issuer of your Card pursuant to a license by Visa International. Choice Financial is an FDIC-insured depository institution. Qube Money LLC (“Qube”) is a program manager and service provider to Choice Financial. In that role, Qube is responsible for providing access and other services to facilitate your use of the banking products and services provided by Choice Financial. **Qube is a financial technology company, not a bank. Qube does not provide your Account or any other banking services.**

Switch Reward Card DAO LLC (“Switch”) is a customer of Qube. In that role, Qube is responsible for providing access and other services to facilitate your use of the banking products and services provided by Switch. **Switch is a financial technology company, not a bank or program manager. Switch does not provide your Account or any other banking services.**

This Account Agreement (the “Agreement”) contains the rules that govern, where appropriate, your Account(s) and Card(s). “We” or “us” means Choice Financial and, in its capacity as a service provider to the Bank, Qube and Switch. This agreement is subject to applicable federal laws, and the laws of the State of North Dakota.

### 1.1 Definitions

The words “you” and “your” mean each Account Owner and anyone else with authority to deposit, withdraw, or exercise control over an Account. If there is more than one

Account Owner, then these words mean each Account Owner separately and all Account Owners jointly.

“Account” means a checking or savings account with Choice Financial that is opened through Switch.

“Account Owner” is a person who has the power to deal with an Account in his, her or its own name and is responsible for the Account and associated Card.

“Authorized Signer” is any child for whom the Account Owner serves as a legal guardian or trustee or any other individual, in each case who is authorized by the Account Owner to use the Account and associated Card.

“Personal accounts” are accounts in the names of natural persons (individuals). They are to be distinguished from “non-personal accounts” which are accounts in the name of corporations, partnerships, trusts and other entities.

“Deposit Account” means any spending account opened with Switch.

“Card” means the Switch Visa debit card which is issued by Choice Financial in the name of the Cardholder for carrying out of all Card Transactions from an Account, as provided for in this Agreement.

“Card Transactions” means any payment made for goods or services, cash withdrawals from a bank or financial institution (including ATM withdrawals) or transfer of funds made through the use of the Card or the Card number.

“Cardholder” means the person in whose name an Account has been opened and in whose name a Card is issued.

“Service” means an Account, bill payment service, funds transfer service, or any other financial product or service provided by Bank and made available through Switch.

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.

## **1.2 Consent to Terms and Conditions and Modifications**

By enrolling in Services or applying for an Account, you agree to be bound by this Agreement and to pay any fees that may be imposed. This Agreement incorporates by reference any disclosures we give you when you open your Account, subsequent disclosures we provide when using additional products and services, periodic statements, user guides, applicable privacy policies, and any other disclosure or terms we provide to you. Continued use of your Account means you agree to these terms, you agree to pay the fees listed, and you give us the right to collect the fees, as earned, directly from your Account balance or any linked external accounts. Your opening and use of an Account or Card is subject to the privacy policy of Choice Financial which is

available at <https://bankwithchoice.com/privacy-policy/> and Switch which is available <https://switchrewardcard.com/privacy>.

### **1.3 Modifications**

We may amend or change any terms of this Agreement or any Account disclosures and documents provided to you. Notice of the amendment or change will be provided to you as required under applicable law.

If at any time the terms, conditions or fees associated with your Account are not acceptable to you, you may terminate this Agreement by closing your Account after paying any fees or charges owed to us. We may cancel or suspend your Account, Card, or other Services at any time.

### **1.4 Business Days**

For purposes of this Agreement and the Account disclosures, our business days are Monday through Friday, unless stated otherwise. Federal bank holidays are not included.

### **1.5 Identification Notice (USA PATRIOT ACT)**

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.

This means that when you open an Account or use our Services, we will ask for your name, physical address, date of birth, and other information that will allow us to identify you. We may also ask to see other identifying documents such as driver's license or other documents that validate your identity.

Even if you have been an existing customer of ours, we may ask you to provide this kind of information and documentation because we may not have collected it from you in the past or we may need to update our records.

If, for any reason, any Account Owner is unable to provide the information necessary to verify their identity, your Account(s) may not be opened, may be blocked or closed.

You are responsible for the accuracy and completeness of all information supplied to us in connection with your Account and/or the Services and for keeping your personal data with us updated if you move or otherwise make changes to your personal data.

## **2. General Terms and Conditions**

### **Overview of Switch Services**

Switch works with individuals to provide financial tools and services for their banking needs. By doing this we will equip our customers with the knowledge and tools needed

to be successful in their everyday banking activities. We will be offering accounts with debit cards, high yield savings accounts, remote deposit capture capabilities and bill pay services. Some services may not be immediately available and will be made available to consumers at our discretion.

## **2.1 Who Can Use the Service**

Only individuals 18 years of age or older who can form a legally binding contract can open an Account and use our Services; however, Authorized Signers under the age of 18 may use our Services as long as the Account Owner is 18 years or older and can form a legally binding contract. We may impose other restrictions as well.

## **2.2 Personal Accounts**

Your Account is for personal use cannot be used for business purposes. If your Account is identified as being used as a business account, business-related transactions will be reversed at our discretion, your Account privileges will be suspended, and your Account may be closed if the business related activities continue.

## **2.3 Joint Accounts**

A joint account is an Account shared between two individuals. Joint accounts are most likely to be used by couples, relatives, or family partners who have a level of familiarity and trust with each other. Either Account Owner can make purchases and add or withdraw funds from the Account.

## **2.4 Minors as Authorized Signers**

The Authorized Signer feature allows parents or legal guardians to add a minor child to their Account and authorize them to use the Account and associated Card.

## **2.5 Connected Accounts**

To ensure a more valuable experience with Switch, Switch uses Plaid Technologies, Inc. ("Plaid") to gather End User's data from external financial institutions/bank accounts you connect via the Switch app. By opening an Account or using our Services, you grant Switch and Plaid the right, power, and authority to act on your behalf to access and transmit your personal and financial information from the relevant financial institution. You agree to your personal and financial information being transferred, stored, and processed by Plaid in accordance with the Plaid Privacy Policy at [plaid.com/legal](https://plaid.com/legal).

## **2.6 Account Balances**

You agree to maintain a positive balance and not to incur overdrafts. If you manage your Account in such a way that it results in a negative balance or becomes overdrawn, you agree to rectify the matter by transferring sufficient funds from your linked external account to repay the overdrawn balance. Your failure to bring your Account to a

positive balance could result in the temporary or permanent suspension of your Account and Services. Further consequences may be taken if you do not remedy the situation in a timely manner and may include: (1) the reporting of your negative balance to a reporting agency; (2) legal action; and/or (3) charging you fees for the overdraft in accordance with our Schedule of Fees.

## **2.7 Confidentiality**

We will disclose information about your Account or the transactions you make to third parties:

- When it is necessary to complete transactions;
- To verify the existence and standing of your Account with us upon the request of a third party, such as a credit bureau or merchant;
- In accordance with your written permission;
- In order to comply with court, governmental, or administrative agency summonses, subpoenas or orders; and
- On receipt of certification from a federal agency or department that a request for information is in compliance with the Right to Financial Privacy Act of 1978.

## **2.8 Account Closing**

If you wish to close your Account with us, you agree to withdraw all of the funds from your Account, and we may require you to notify us of this intention in writing. After an Account is closed, we have no obligation to accept deposits or pay outstanding items but may do so at our discretion. You agree to hold us harmless for refusing to honor any item on a closed Account. If funds remain in the Account after you have notified us of your intent to close your Account, we will require you to submit your request to us in writing and we will return any remaining funds to you. Any related closing fees will be deducted from the final balance.

## **2.9 Foreign Activity**

If you have moved outside of the United States or have frequent international transactions, you may be contacted about the international activity in your Account and for further verification of your address. If you are moving, traveling, or will be temporarily residing overseas, we recommend you contact us to prevent any disruption in your Account activity. Your Account may be closed if you no longer reside in the United States.

## **2.10 Inactive and Dormant Accounts**

We may consider an Account to be “inactive” after 90 days of no Account Owner initiated activity. After a period of “inactive” status, we may consider an Account to be “dormant,” at which time it may be closed.

If the Account becomes inactive or dormant, the Account will continue to be subject to any service charges in accordance with our Schedule of Fees. If an Account becomes inactive, we will notify you with specific instructions on how to restore the Account to an active status.

## **2.11 Death or Incompetence**

You or your appointed party, designee, or appointed individual agree to notify us promptly if any agent or person with signatory rights on your Account dies or becomes legally incompetent or incapacitated. We may continue to honor any items submitted until (a) we know of the fact of death or of a legal determination of incompetence or incapacitation and (b) we have had a reasonable opportunity to act on that knowledge. You agree that, even if we have knowledge of death of an agent or person with signatory rights, we may pay on items drawn on or before the date of death for up to 10 days after that date, unless ordered to stop payment by someone claiming an interest in the Account. We may require additional documentation to confirm any claims made on the Account.

## **2.12 Levies, Garnishments, and Other Legal Processes**

If we are served with a legal action, such as a subpoena, writ of attachment, levy garnishment, search warrant or similar order, we will comply with that legal action. In our discretion, we reserve the right to refuse to pay any money from your Account, including checks or other items presented for payment, until the action is resolved. If we are required to pay an attachment, garnishment or tax levy, we will not be liable to you. Payment is made after satisfying any fees, charges or other debts owed to us. You agree that you are responsible for any expenses, including legal expenses and fees we incur due to a garnishment, levy or attachment on your Account. We may charge these expenses to your Account. Until we receive the appropriate court documents, we may continue to process transactions against your Account, even if we have received an unofficial notification of an adverse claim. You will indemnify us for any losses if we do this.

# **3. Withdrawals from Accounts**

## **General**

Unless otherwise indicated by us, anyone who is listed as an Account Owner, Authorized Signer, or is assigned Power of Attorney privileges may withdraw or transfer all or any part of the Account balance at any time with your Card, through bill pay, or by other available Services or means approved by us.

We reserve the right to refuse any withdrawal or transfer request that is attempted by any method not specifically permitted or that exceeds any frequency or monetary limitations. Even if we honor a nonconforming request or allow a transaction or transaction(s) to overdraw your Account, these may force us to close the Account. We

will use the date a transaction is completed by us (as opposed to the day you initiated it) to apply the frequency limitations.

### **3.1 Deposits to Accounts**

All items deposited will be handled by us as agent for you. Any items mailed to use will be refused and returned to you. We reserve the right to charge back to your Account the amount of any item deposited to your Account which was initially paid by the payor bank and later returned to us due to an allegedly forged, unauthorized or missing endorsement, claim of alteration, encoding error or other problem which in our judgment justifies reversal of the credit.

All deposits will be credited to your Account in accordance with our Funds Availability Policy.

### **3.2 Automated Clearing House Deposits**

In order to transfer funds from an Account that you own or have control of at another financial institution to your Account using the Automated Clearing House (“ACH”) Funds Transfer service, we use Plaid to gather your data from external financial institutions you connect via the Switch App. By using our service, you grant Switch and Plaid the right, power, and authority to act on your behalf to access and transmit your personal and financial information from the relevant financial institution. You agree to your personal and financial information being transferred, stored, and processed by Plaid in accordance with the Plaid Privacy Policy at [plaid.com/legal](https://plaid.com/legal). ACH transactions will not be processed and accessible until the service is activated by us. Funds from these types of deposits will not be available until after the funds have settled.

### **3.3 Cash Deposits**

We do not accept cash deposits. Please do not send cash deposits through the mail. In the event that a cash deposit is received for your Account, you agree that our determination of the amount of the deposit will be final. We are not liable for any deposits, including cash, lost in the mail, lost in transit, or not received by us.

### **3.4 Direct Deposits**

You may initiate direct deposits by providing your employer or government benefits administration with our Routing Number and your Account number, which can be found by logging in to the Switch app. If we deposit any amount into your Account which should have been returned to the Federal Government for any reason, you authorize us to deduct the amount of our liability to the Federal Government from your Account or from any other account you have with us, without prior notice and at any time, except as prohibited by law. We may also use any other legal remedy to recover the amount of our liability.

If a direct deposit posts to your Account and is later found to be made payable to someone other than yourself or another Account Owner listed in our records, the amount of the deposit will be deducted from your Account and returned to the originator without prior notice to you.

### **3.5 Mobile Deposits**

We may offer a mobile deposit service at some point. All checks submitted for deposit must be made payable to you. We do not accept third-party checks. We do not accept deposits in foreign funds or checks drawn on banks outside the United States. We reserve the right to reject a deposit if it is made payable to Switch or Choice Financial Group. We reserve the right to refuse any other type of deposit if we believe it is fraudulent, will not be paid, it is not made payable to you, or is otherwise suspicious in nature. We will not be held liable if such action causes outstanding items to be dishonored and returned, or payment orders to be rejected.

You agree to properly endorse all items captured and submitted using the mobile deposit service. This should include a signature(s) from the named payee(s) and the notation "For Switch Mobile Deposit Only." You agree, after you submit an item for deposit using the mobile deposit service, you will not redeposit, otherwise transfer, or negotiate the original item.

For checks sent via mobile deposit, the check shall not be considered to have been received by us until we have received the valid electronic check image file. Limits to the number of mobile deposits permitted and the amount of funds that can be deposited are imposed for security reasons. For this purpose, we may not readily disclose those limits to you.

### **3.6 Deposited Items Returned**

If final payment is not received on any item you deposited to your Account, or if any direct deposit, ACH deposit or other electronic fund transfer to your Account is returned to us for any reason, you agree to pay us the amount of the return.

We may charge any account of which you are an owner or re-present any item you deposit with us that is returned to us unpaid without prior notice to you. We may charge a fee for returned deposited items in accordance with our Schedule of Fees.

You authorize us to attempt collection of previously returned items that you deposited. In our attempts to collect these items, you agree that we may allow the payor bank (the bank on which the item is drawn) to hold the item beyond its midnight deadline.

If a claim is made on any item subsequent to final payment on the grounds that the item was altered, bears a forged or unauthorized endorsement, or was not otherwise properly payable, we may withhold credit for the item from your Account until final determination of the claim. In addition, we will not be liable for a check, draft or other

item that you deposit that has been forged or altered in such a way that a reasonable person could not discover the forgery.

## **4. Funds Availability**

Information contained in this section is to assist you in understanding our Funds Availability Policy. The Bank does not accept in-person or mailed deposits.

### **4.1 General Policy**

It is our policy to review each deposit and determine how the funds are being deposited. We make the funds available to you according to the deposit type and when the funds were received. Some deposit types may not be available for immediate use. When we delay the availability of funds or place a hold on a deposit made to your Account, you may not withdraw those funds, and we will not use them to pay bills or other debits, such as ACH withdrawals or wire transfers, during the hold period.

We reserve the right to refuse any deposit. If final payment is not received on any item you deposited to your Account, or if any direct deposit, ACH deposit or other electronic fund transfer to your Account is returned to us for any reason, you agree to pay us the amount of the return, plus any fee in accordance with our Schedule of Fees

### **4.2 Availability**

The length of delay in the availability of funds varies depending on the type of deposit. Special rules may apply to new Accounts.

### **4.3 Business Days**

The length of delay in the availability of funds is counted in business days from the day your deposit is applied to your Account. Deposits received after 4:00PM (ET) will be considered to be received on the next business day.

### **4.4 Same-Day Availability**

Funds from wire transfers, transfers between Switch customer Accounts, preauthorized electronic payments such as payroll direct deposits, or other preauthorized electronic payments will be available on the day the deposit is applied to your Account.

Funds from electronic payments or transfers will be applied to the Account when we have verified the external account and received payment in collected funds. Once the funds are applied to your Account, they will have same-day availability.

### **4.5 Mobile Check Deposits**

Funds you deposit by check may be delayed for a longer time period based on our review of the check and your Account history. They will generally be available no later than the seventh business day after the day of your deposit. Check deposits made via

mobile deposit are not subject to the funds availability requirements of the Federal Reserve Board Regulation CC.

If you need to be sure when a particular deposit will be available for withdrawal, you can verify the availability of your deposit by viewing the transaction detail on your Switch app.

## **4.6 Special Rules for New Accounts**

Special rules may apply during the first 30 days of any new Account you open with us:

- Funds from ACH direct deposits will be available on the business day after we have received settled funds.
- All check deposits may be held for an extended period of time but no longer than nine business days after deposit is received.

## **5. Electronic Fund Transfer Disclosures**

We offer Services that may be considered “electronic fund transfers,” including, but not limited to, ATM transactions; ACH transactions, including, but not limited to, direct deposits and pre-authorized withdrawals; and online transfers. This disclosure (as required by Federal Regulation E: Electronic Fund Transfer Act) provides information that describes your rights and responsibilities regarding these Services.

### **5.1 Card Activation**

You must activate your Card in accordance with the instructions provided with your Card before it can be used. You will need to provide your personal and Card information in order to verify your identity and activate your Card.

### **5.2 ATM and Debit Card Transactions**

Your Card is issued by Choice Financial Group, Member FDIC, pursuant to a license by Visa International Incorporated.

Consistent with applicable law, you may use your Card with your PIN to perform most routine transactions on the Accounts that are accessible by your Card, such as to:

- Make cash withdrawals
- Obtain your most recently available Account balance
- Pay for purchases at places that have agreed to accept the Card

Some of the above services may not be available at all ATMs or locations.

### **5.3 Authorized Card Users**

You are responsible for all authorized transactions initiated and fees incurred by use of your Card. If you permit another person to have access to your Card or Card number,

we will treat this as if you have authorized such use and you will be liable for all transactions and fees incurred by those persons. You are wholly responsible for the use of each Card according to the terms and conditions of this Agreement.

## **5.4 International ATM Transactions**

International transactions made using your Card will be converted to U.S. currency according to the rules and regulations of the Card network. The conversion of the currency to U.S. currency may occur on a date other than your original transaction date and fees may be assessed by these networks. You are responsible for the U.S. currency amount plus any fees assessed for the currency conversion. Some services may not be available at international ATM terminals. International ATM transactions may be subject to a fee in accordance with our Schedule of Fees.

## **5.5 ATM Deposits**

Your Card does not permit deposits at ATMs.

## **5.6 Debit Card Point-of-Sale Transactions**

You may use your Card to purchase goods and services and/or obtain cash where permitted by the merchant, from any merchant who accepts Visa®. The merchant may require your signature instead of your PIN to authorize the purchase request. You may also use your Card with your PIN at any merchant location where ATM cards are accepted to purchase goods, services, and/or obtain cash where permitted by the merchant. The amount of all purchases, including any cash obtained, will be deducted from your Account. When you make a purchase through the Card network, we may place a hold on the funds in your Account in the amount that may be necessary to cover the amount of the transaction.

## **5.7 Transactions Using Your Card Number**

If you initiate a transaction without presenting your Card (such as for mail order, internet or telephone purchase, a prefunded check purchase or an ACH debit purchase), the legal effect will be the same as if you used the Card itself.

## **5.8 Limitations on Frequency of Debit Card Transactions and Cash Withdrawal Limits**

Frequency of use limitations are imposed on Card Transactions for security reasons and for the protection of your Account. You will be denied the use of your Card if:

- You exceed the daily ATM withdrawal or purchase limit;
- You do not have sufficient available funds in your Account;
- You do not enter your correct PIN; or
- You exceed the limit on the number of times you can use your Card each day.

The receipt provided by the ATM or merchant terminal will notify you of the denial. There is a limit on the number of such denials permitted, beyond which the machine may retain your Card. The number of attempts that will cause the retention of your Card is also not disclosed for security reasons.

You may not withdraw more than \$250.00 cash at an ATM or during a POS purchase daily or purchase more than \$2,500.00 worth of goods or services on any calendar day. These limits may change and can be found by contacting [cardsupport@switchrewardcard.com](mailto:cardsupport@switchrewardcard.com).

## **5.9 Preauthorization Holds**

When your Card or other network enhancement feature related to the Card is used at a point-of-sale location to obtain goods or services or obtain cash, the merchant may attempt to obtain a pre-authorization from us for the transaction. We may place a hold on your Account for the amount of the preauthorization request for a duration based on the vendor type. This can range from 2 days to 30 days and may vary in some cases from the amount of the actual purchase, depending on the merchant's request. If the preauthorization request varies from the amount of the actual transaction, payment of the transaction may not remove the hold, which will remain on the Account until the end of the hold period. This hold may affect the availability of funds from your Account to pay checks or for other electronic fund transfers. We will not be responsible for damages for wrongful dishonor of any items that are not paid because of the hold.

## **5.10 Preauthorized (ACH) Debits or Credits**

You may arrange to have certain recurring payments automatically deposited (credited) to your Account. Examples of this service include the direct deposit of Social Security and other government payments, and the direct deposit of your payroll. If you have arranged to have direct deposits made to your Account at least once every sixty (60) days from the same person or company, you can contact us at [cardsupport@switchrewardcard.com](mailto:cardsupport@switchrewardcard.com) to find out whether or not the deposit has been made.

You may arrange to have certain recurring withdrawals automatically paid (debited) from your Account. For example, you may arrange to have insurance premiums paid automatically.

These preauthorized transfers are governed by federal regulations pertaining to electronic fund transfer services that entitle you to certain protections. Requests for these services must be authorized by you, in writing, to the Originator of the transaction prior to becoming effective.

## **5.11 Right to Stop Preauthorized Electronic Transfers (ACH)**

If you want to permanently revoke an ACH you authorized from a third party, you will need to send written instructions to the originating third party to cancel your ACH

transfer. To stop payment on an ACH originated transaction a written request must be sent to [cardsupport@switchrewardcard.com](mailto:cardsupport@switchrewardcard.com).

If you have authorized regular payments out of your Account, you can stop any of these payments by notifying Customer Service by telephone at [\(800\) 226-2261](tel:(800)226-2261) or email. If you notify us by telephone, you may be required to confirm the information provided by writing to us at [cardsupport@switchrewardcard.com](mailto:cardsupport@switchrewardcard.com).

Your request must include your Account number, the name of the payee, the amount of the item to be stopped, and the date payment was scheduled to be made. This request needs to be received by us three (3) or more business days before the payment is scheduled to be made. If your request is by telephone or email, we may also require you to put your request in writing and ensure that it is received by us within 14 days after your call or email.

You are subject to the general rules of Stop-Payment Liability in this Agreement.

## **5.12 Stop Payment Liability**

If you request that we stop payment on any preauthorized transfer according to the requirements above and we fail to do so, we will be liable for your proven loss or damages, unless:

- You failed to give us enough information, proper instructions or sufficient time to act on the stop payment; or
- We do not receive written confirmation of your telephone or email request to stop payment within 14 calendar days, and the preauthorized transfer occurs after the 14 calendar days.

In any case, we will only be liable for actual proven damages if the failure to stop payment on your transaction resulted from a bona fide error on our part, despite our procedures to avoid such errors. If we pay a preauthorized transfer despite your valid and timely stop order request, we may re-credit your Account. If we do this, you will sign a statement describing the dispute with the payee. You agree to transfer to us all of your rights against the payee. In addition, you will assist us in any legal action taken against the payee.

Additionally, if you want to permanently revoke a recurring preauthorized electronic transfer, you will need to first send written instructions to the originating third party to cancel your preauthorized transfer. We may ask you to provide us with a copy of your letter to the originating third party and sign an Affidavit revoking authorization. To stop payment on an ACH originated transaction a written request must be sent to [cardsupport@switchrewardcard.com](mailto:cardsupport@switchrewardcard.com).

## **5.13 Our Liability for Failure to Complete an Electronic Fund Transfer**

If we fail to complete an electronic fund transfer on time or in the correct amount when properly instructed by you, we will be liable for damages caused by our failure unless:

1. There aren't sufficient funds in your Account to complete the transaction through no fault of ours.
2. The funds in your Account aren't available at the time the electronic fund transfer posts to your Account.
3. The funds in your Account are subject to legal process;
4. The ATM system has insufficient cash to complete the transaction;
5. Your Card has been reported lost or stolen and you are using the reported Card;
6. We have a reason to believe that the transaction requested is unauthorized;
7. The failure is due to an equipment breakdown that you knew about when you started the transaction at an ATM or merchant terminal;
8. You attempt to complete a transaction at an ATM or merchant terminal that is not a permissible transaction listed above; or
9. The transaction would exceed security limitations on the use of your Card.

In any case, we will only be liable for actual proven damages if the failure to make the transaction resulted from an honest error despite our procedures to avoid such errors.

## **5.14 Unauthorized Transfers**

Tell us immediately if you believe your Card and/or PIN has been lost or stolen, or if you believe that an electronic fund transfer has been made without your permission. Contacting us by phone or email is the best way to keep your potential losses down.

You could lose all the money in your Account!

If you tell us within 2 business days after you learn of the loss or theft of your Card and/or PIN, you can lose no more than \$50 if someone used your Card and/or PIN without your permission.

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

Also, if your statement shows transfers that you did not make, including those made by Card, code or other means, tell us at once. If you do not tell us within 60 days after your Account statement is made available to you, you may not get back any money you lost after the 60 days, if we can prove that we could have stopped someone from taking the money if you had told us in time. If extenuating circumstances kept you from telling us, we may extend the time periods at our sole discretion.

You may be required to confirm the information provided over phone or email in writing. In these cases, we will advise you accordingly, provide you the necessary forms for confirming your dispute in writing, and give you instructions for sending us the signed form.

## **5.15 Errors or Questions and How to Contact Us**

In case of errors or questions about your electronic fund transfers, you agree to promptly contact Customer Service by telephone (800) 226-2261 or email at [cardsupport@switchrewardcard.com](mailto:cardsupport@switchrewardcard.com). You may be required to confirm the information in writing within 10 business days. In these cases, we will advise you accordingly, provide you the necessary forms for confirming your dispute in writing, and give you instructions for sending us the signed form.

If you believe an electronic fund transfer was processed in error or was unauthorized, or if you need more information about a transfer listed on your statement or receipt, you must contact us no later than 60 days after the problem or error first appeared on your statement.

In your communication with us, please provide the following information:

- The Account name, Account number, and last four digits of the Card number, if applicable;
- A description of the suspected error or the transfer about which you are unsure, why you believe there is an error, or why you need more information;
- The dollar amount of the suspected error; and
- The date of the suspected error.

When we receive your dispute notification, we will advise you of the status of our investigation within 10 business days. In all cases, we will correct any error promptly.

If we need more time to investigate your question or complaint, we may take up to 45 calendar days for ATM transactions (other than international transactions) and ACH transactions. For errors involving new Accounts within 30 days after the first deposit, point-of-sale transactions or foreign-initiated transactions, we may take up to 90 calendar days to investigate your complaint or question. If this is necessary, we will provisionally credit your Account for the amount you believe is in error within 10 business days of your original complaint or question, so that you will have the use of the money during the time it takes us to complete our investigation. If we do not receive your written confirmation of your questions or complaint within 10 Business days, we may decide not to provisionally credit your Account.

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

We will send you a written explanation within 3 business days after we finish our investigation. You may ask for copies of the documents we used in our investigation. If provisional credit was given and it is determined that there was no error, you must repay to us the amount of the provisional credit for the disputed item(s). You will have access to those funds for 5 business days, and then we may deduct such amounts from your Account without further notice.

## **5.16 Debit Card Revocation**

You agree that your Card remains the property of Choice Financial Group and shall be surrendered upon demand. The Card is non-transferable, and it may be canceled, reposed, or revoked at any time without prior notice subject to applicable law.

If you do not use your Card for an extended period, defined by us as 120 days, or we believe the Card may be lost/stolen or is being used improperly, it may be canceled for security reasons and will be unusable. This may occur without prior notice to you.

If your Card is reissued or reactivated, we may charge you a fee for its reissue/replacement in accordance with our Schedule of Fees.

## **5.17 Fees and Charges**

You will pay any applicable fees and charges we assess for your Card and/or other electronic services that you select. Applicable fees will be deducted from your Account and listed on your Account statement. These charges and fees are assessed in accordance with our Schedule of Fees.

We may charge a fee to use your Card at an ATM within the United States or internationally to make a point-of-sale purchase in accordance with our Schedule of Fees.

You may be charged a foreign transaction fee for point-of-sale purchases made internationally. The terminal owner may also charge you a fee for use of their ATM. You may also be assessed a fee by the Card network, for example, Visa, for using your Card at an ATM or making a point-of-sale purchase.

## **5.18 Documentation**

You will get a monthly Account statement (unless there are no transfers in a particular month, in which case you will get the statement at least quarterly).

You may get a receipt at the time you make any transfer to or from your Account using an ATM or point-of-sale device. We are not responsible for the furnishing of receipts. Please contact the merchant should you not receive a receipt.

If you have arranged to have direct deposits made to your Account at least once every 60 days from the same person or company, the person or company making the deposit will tell you every time they send us the money.

## **6. Security**

We may utilize passwords and other security devices to protect your Account from unauthorized access and you agree to protect and keep confidential, as applicable, your Account number, user ID, passwords, Card Pin and any other security credentials or log-in information used.

You authorize your wireless carrier to use or disclose information about your account and your wireless device, if available, to Switch or its service provider for the duration of your business relationship, solely to help them identify you or your wireless device and to prevent fraud. See our Privacy Policy to see how we treat your data.

### **6.1 Card PIN**

You will be prompted to assign a 4-digit Card PIN during Card activation. You may change the PIN at any time by accessing the Card PIN change process through the Switch app or our automated telephone service.

### **6.2 Password and Passcode**

You will be prompted to establish a password (Login Credentials) during your Switch enrollment. Depending on your app settings, you may be required to enter your full password for subsequent logins to the Switch app to view your Account(s), Card information, and other Services. Your password may be changed at any time after you've signed into your app session and following the steps for resetting your Password, available in Settings. We encourage all customers to secure their Switch app using advanced security.

This can be done by:

- Verifying your personal mobile number for two-factor authentication of sensitive transactions
- Enabling TouchID or FaceID if supported by your mobile device
- Choosing a strong/complex password that is unique to Switch (i.e. do not use shared passwords)
- Not sharing login credentials with others, and
- Using a password manager where possible

Your Login Credentials and PIN are identification methods that are both personal and confidential. You are required to use your PIN with your Card at an ATM or ATM merchant terminal. It is a security method by which we help you maintain the security of your Account. Your Login Credentials are another security method that maintains the security of your Account and the transactions you process through the Switch app.

Therefore, you agree to take all reasonable precautions to protect the confidentiality of your Login Credentials, PIN and/or other access devices. Further, you agree that you will not reveal your Login Credentials, PIN, or any other access device, to any person

not authorized by you to use your Card; not write your PIN or Login Credentials on your Card or on any item kept with your Card; and not leave your mobile or other device unattended after you have logged on using your Login Credentials.

## **7. Funds Transfer Service**

"Funds Transfer" is an ACH electronic funds transfer service provided by us that enables you to securely transfer funds from an account at another financial institution to your Account with us, and/or from your Account with us to an account at another financial institution. Prior to use, you are required to register your external bank account for verification and security purposes. Funds transferred to your account through the Funds Transfer service will be available for your use in your Account in accordance with the Funds Availability Policy.

By using the Funds Transfer service, you agree that the Bank will transfer funds through ACH services and that the transaction is subject to completion upon our final review and verification. You agree that such requests constitute authorization for such transfers. This authorization is to remain in full force until (i) the Bank has received written notification from you of its termination; (ii) you have electronically deleted a registered bank account or debit card or credit card account from the Funds Transfer service; or (ii) you have closed your Account and/or cancelled transfers from the Funds Transfer service in such time and in such manner as to afford the Bank and the other financial institution a reasonable opportunity to act.

This service may not be available for all customers and/or Account types. Please review our Funds Transfer FAQs for information on availability.

By using the Funds Transfer service, you are certifying that your Account with us has the same ownership as any registered external accounts that you transfer funds to and from and any debit cards used to transfer funds from. If a transfer is made from a third party's account or registered as an external deposit account, before we detect it, we may without notice to you, place those funds on hold and debit your Account, and return the funds to the third party's account in the form of a bank check or funds transfer, once we have confirmed the funds cleared the external account.

If you use the Funds Transfer service to transfer funds to or from an Account that has multiple Account Owners, you agree that each Account Owner authorizes the others to (a) initiate the transfer of funds between your Accounts with us, as permitted by the Funds Transfer service, (b) register any external bank account or credit card account, as permitted by the Funds Transfer service, and (c) initiate the transfer of funds between your Account(s) with us and any registered external bank account or debit card or credit card account. This authority will cease only after we have received and have been given a reasonable amount of time to act on the appropriate documentation needed to change or remove the Account Owner from the Account. Your Funds Transfer request will only be completed if you have sufficient funds in the Account from

which you wish to transfer funds and the Accounts are linked for transfer capabilities. Funds Transfer transactions are subject to dollar amount limitations, which are determined by us and may be set according to your Account type and/or the type of Funds Transfer service you are using. These limitations are set for security reasons and are not disclosed for that reason.

We reserve the right to limit the number of external accounts that can be linked to your Account for purposes of transferring funds; to limit functionality of the Funds Transfer service by imposing limits, holds, or other measures; and to close your Account if unlawful activity is found or suspected.

## 8. Fees

Fees are charged in accordance with our fees outlined below. If we assess a fee for any other service or make a change to our Schedule of Fees, we will let you know in advance.

To the extent you access our Services through a mobile device, your wireless service carrier's charges, data rates, and other fees may apply.

### 8.1 Schedule of Fees

Fee Description	Fee Amount Based Are Card Program		
	Digital	Blue	Black
Program Fee	\$25	\$99	\$495 annually, waived if the user spends at least \$20,000 previous year
Transaction Fee	\$0.25	First 30 are free, \$0.25 thereafter	No charge
ATM Fee	\$4.00	\$2.00	No charge
International ATM Network Fee	Charge received from Card network will be passed onto Cardholder	Charge received from Card network will be passed onto Cardholder	Charge received from Card network will be passed onto Cardholder
Bill Pay Services (Paper check)	No charge (Paper check \$3.00)	No charge (Paper check \$3.00)	No charge (Paper check \$3.00)
Card Replacement Fee	N/A	\$7.00	Plastic temporary card - \$7.00

			Metal card - \$100.00
Virtual Bill Card	First two free, each additional Virtual Bill Card \$1.00 per month	First five are free, each additional Virtual Bill Card \$1.00 per month	First ten free, each additional Virtual Bill Card \$1.00 per month
Card Expedite Fee	N/A	\$50.00	\$50.00
Funds Transfer	\$1.00 per external transfer, transfers to Switch no charge	\$1.00 per external transfer, transfers to Switch no charge	\$1.00 per external transfer, transfers to Switch no charge
Inactive/Dormant Account	\$2.95 per month	\$2.95 per month	\$2.95 per month
Overdraft Fee	\$34.00	\$34.00	\$34.00
Returned Item Fee (ACH, Debit)	\$34.00	\$34.00	\$34.00
Stop Payment Fee	\$10.00	\$10.00	\$10.00
Electronic Statement Fee	No Charge	No Charge	No Charge

## 8.2 Rights to Setoff

If you owe us any amount, you give us a security interest in your Account. You also give us the right, to the extent not prohibited by law, to set off against your funds to pay the amount owed to us. You agree that the security interest you have given us is consensual and is in addition to our right of set off. If we exercise our right of set off, we will notify you to the extent required by law.

## 8.3 Severability

If any provision of this Agreement is found unenforceable, then that provision will be severed from this Agreement and not affect the validity and enforceability of any remaining provisions.

## 8.4 Invalidated Provisions

If an arbitrator or court finds any provision to be invalid, you and we agree that the arbitrator or court should give valid effect to the intention of that provision, and that the remainder of the Terms remain in full force and effect.

## **9. E-SIGN Consent**

### **9.1 Consent to Electronic Communication**

We would like to communicate with you using electronic means. When you click the “I Agree” button, this tells us:

- You agree to receive any electronic communication from us for any purpose;
- You agree to receive an electronic version of any written notice or disclosures we must send you under law (“Legal Disclosures”); and
- You understand that to receive Legal Disclosures, you must meet the requirements in this Consent to Electronic Communication.

When we send an electronic communication, including a Legal Disclosure, it may come in the form of an update to our website or within our app; as an email, text, or communication on social media; as a notification on mobile, tablet, or wearable devices; or through other electronic means. When you sign-up for an Account, we will request your mobile telephone number. We request this information in order to send you security confirmation text messages and information about your Account and our Services. By clicking or tapping the “I agree” button below, you consent and agree to accept and receive communications from us, including via e-mail, text message, calls and push notification to the mobile telephone number you provide us. As part of this consent, we, or someone on our behalf, may send you communications generated by automatic telephone dialing systems [and/or deliver prerecorded messages] that includes (i) security confirmation messages; (ii) communications about your Account (such as transfers you requested or received), (iii) communications about use and updates to our Services, and (iv) other information concerning your Account and our Services. We do not charge you when we communicate with you via text message, but your phone carrier will apply standard text messaging charges and data rates.

### **9.2 Technology Requirements**

In order to receive electronic communications, including Legal Disclosures, you must have:

- A computer or mobile device with an internet connection.
- A web browser that includes 128-bit encryption, with cookies enabled.
- The ability to view and retain Portable Document Format (PDF) files.
- A valid email address and phone number.
- Sufficient storage space to save any Legal Disclosure or an installed printer to print them.

We may change these requirements, but we will notify you promptly of any material changes.

### **9.3 Paper Versions**

If you would like a paper copy of any Legal Disclosure we provide you, please contact us at [cardsupport@switchrewardcard.com](mailto:cardsupport@switchrewardcard.com) and we will mail one to you at no cost.

### **9.4 Withdrawing Consent**

If you would like to withdraw your consent, you can tell us at any time by emailing [cardsupport@switchrewardcard.com](mailto:cardsupport@switchrewardcard.com). Once you do withdraw your consent, we will send you paper copies of any Legal Disclosure. If you withdraw your consent, we may close your Account.

### **9.5 Saving and Reviewing this Consent**

This Consent to Electronic Communication can be printed and saved for your records.

### **9.6 Additional Definitions**

In this Consent to Electronic Communication, “we,” “us” or “our” means Choice Financial Group and Qube Money LLC and Switch Reward Card DAO LLC, and “you” or “your” refers to the person applying to establish an Account with us and anyone else with authority to deposit, withdraw, or exercise control over an Account.

## **10. Contact Information**

We want to hear your comments, concerns, suggestions, or questions. Email us at [cardsupport@switchrewardcard.com](mailto:cardsupport@switchrewardcard.com).

### **10.1 Live Chat:**

In-app Live Chat can be found on the profile screen by selecting the “Customer Support” button or chat with support directly from our website. Just look for the blue “Chat” or “Support” bubble in the lower right corner of your screen.

### **10.2 Phone:**

Call us toll-free at (800) 226-2261.

**10.3 Email:** You can reach us at [cardsupport@switchrewardcard.com](mailto:cardsupport@switchrewardcard.com).