



Synapse Financial Technologies, Inc.

CONSUMER CARDHOLDER AGREEMENT

Effective Date: 6/19/2020

***Synapse Financial Technologies, Inc. is providing this Agreement to you on behalf of Bank. Synapse is an agent of Bank for some purposes and will be responsible for carrying out some of our responsibilities under this Agreement as our agent, including receiving notices from you, responding to any notices relating to questions or complaints concerning your Account, and carrying out other responsibilities described in this Agreement. Accordingly, where we are responsible for matters under this Agreement, those matters may be handled either by Synapse or by us directly.***

This Consumer Cardholder Agreement (this “Agreement”) governs your use of the MasterCard® Debit Card (“Card”) provided by Synapse Financial Technology, Inc. (“Synapse”) as a processor and project manager for Evolve Bank & Trust, member FDIC (“Bank”), the issuer of the Card. This Agreement and the Card is made available to you through the website and/or mobile application of Next Financial Inc. DBA Copper (“Platform”), who is responsible for making these services available to you. As used in this document the words “we”, “our”, and “us” refer to Synapse and Bank, where applicable, our successors, affiliates, or assignees, and the words “you”, and “your” refer to all those who agree to be bound by this Agreement and anyone else that you provide the authority to use your Card. By accepting and using the Card, or by authorizing anyone else to use the Card, you agree to be bound by the terms and conditions in this Agreement, as well as the terms of the applicable Account Agreement.

The expiration date of the Card is identified on the back of the Card. You agree to sign the back of the Card immediately upon receipt. The Card is our property and must be surrendered to us or discarded upon demand. The Card is a debit card. The Card is not a credit card. The Card is nontransferable, and it may be canceled, repossessed, or revoked at any time without prior notice subject to applicable law. You agree that the Card will be used primarily for personal, family and household purposes only and not for business use. We may terminate the 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 of this Agreement.

**1. IMPORTANT INFORMATION ABOUT YOUR CARD.**



- 1.1. **New Card.** 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 obtains a Card. What this means for you: when you register a Card, we will ask for your name, address, date of birth, social security number or tax identification number, and other information that will allow us to identify you. We may also ask to see a copy of your driver's license or other identifying documents.
- 1.2. **Debit Card.** The Card is a debit card that allows you to have access to your specific account type (the "Account") with us and perform electronic funds transfers. All the terms of the Account Agreement apply to the Card.
- 1.3. **Activation.** You must activate your card prior to use. You can activate it by accessing Platform's website and/or mobile application.
- 1.4. **Authorized Representatives.** "Authorized Representatives" are persons with authority to act on your behalf. Unless a restriction that we have acknowledged in writing is specifically stated in your authorizing resolution: (i) an Authorized Representative will have authority to appoint the authorized users or secondary cardholders; and (ii) each Authorized Representative may do these things acting alone, unless we require otherwise. We may, but are not obligated to, accept oral instructions from your Authorized Representatives. As between you and us, all actions of an Authorized Representative shall be deemed within the scope of such person's authority. We are not required to verify or confirm the purpose or propriety of any action by your Authorized Representatives and are not responsible for any misapplication or misappropriation of funds by your Authorized Representatives.
- 1.5. **Authorized Users.** You are responsible for all authorized transactions initiated and fees incurred by use of the Card. If you permit another person to have access to the 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
- 1.6. **Secondary Cardholder.** You may be allowed to issue additional Cards linked to your Account to a secondary cardholder. We will treat the transactions initiated by the secondary cardholder as authorized by you and you will be liable for all transactions, fees and other liabilities related to such secondary cardholder.
- 1.7. **Rights to Receive Statements.** You have the right to receive an account statement showing your Account activity, including a record of transactions made using the Card. You may view your statement by logging into Platform website and/or mobile application.
- 1.8. **Virtual Card.** You may have the option of accessing your Account with, in addition to your physical card, a virtual card represented by a 16-digit account number ("Virtual Card"). The Virtual Card may either be single-use, meaning the 16-digit account number will expire after a single transaction, or recurring-use, meaning you may use your



16-digit account number for multiple transactions. You may not use your Virtual Card to obtain cash anywhere.

## 2. USE OF CARD.

- 2.1. **Use of Card.** Each transaction on your Card is subject to the terms of your Account Agreement.
- 2.2. **PIN.** You will be provided with a personal identification number (“PIN”), which must be used in all automated teller machine (“ATM”) transactions and certain PIN transactions as it may be requested by the point of sale. You should not disclose your PIN to anyone. If the security or confidentiality of the PIN is compromised, please, access Platform’s website and/or mobile application to block your card or notify us by calling +1(415)993-4301 or emailing [help@synapsefi.com](mailto:help@synapsefi.com).
- 2.3. **Spending and Withdrawals Limits.** There are transactional (dollar) limits per day imposed on your Card. The transactional limits imposed on your Card are provided in the table below. These limits are the lowest limits that you can spend with your Card per day and are subject to periodic review and to change based on your Account history, activity, Platform’s reviews and other factors. We reserve the right to allow you to transact higher volume than the limits defined herein at any time without prior notice. Because of the limitations imposed by some non-Bank ATMs and in the event of equipment failure or unavailability, you may not be able to withdraw or to access funds even though you have not exceeded these limitations. The daily period to which the transactional limits apply shall commence at 12:00 Midnight (CST) on each day and end at 12:00 Midnight on the following day (CST).

Transaction Type	Dollar Limit per Day
Points of Sales (Merchants) Transactions	\$2,000
ATM Cash Withdraw	\$500

- 2.4. **Fees.** We do not charge any fees for the use or initial issuance of the Card. We will not charge a fee for the use of your Card at any in-network ATM.
- 2.4.1. **Out of Network ATM.** You may use your Card at ATMs and cash dispensers that are not in our Network. In such cases, you might be charged a fee from such ATMs’ or cash-dispensers’ operators, networks or merchants.
- 2.4.2. **Reload at Retailers.** You may be allowed to fund your Account via reload at the register services at retailers within the GreenDot® network. You may be charged a fee from such retailer at the moment of the transaction.
- 2.4.3. **Foreign Transactions.** If you make a purchase in a currency other than dollars, the amount deducted from your Account will be converted by Mastercard International Incorporated into dollars. The exchange rate between the transaction



currency and the billing currency used for processing international transactions is a rate selected by Mastercard International Incorporated from the range of rates available in wholesale currency markets for the applicable central processing date, which may vary from the rate Mastercard International Incorporated itself receives, or the government-mandated rate in effect for the applicable central processing date. There will be no additional fee related to such transactions.

- 2.5. **Card not Present Transactions.** If you use the 16-digit Card number without presenting the Card in person (such as for a mail order, telephone, or internet purchase), the legal effect will be the same as if you used the Card itself. For security reasons, we may limit the amount or number of such transactions you may make. You may not use the Card for illegal gambling or any other illegal transaction.

### 3. HOLDS FOR AUTHORIZED TRANSACTIONS.

- 3.1. **We may place a hold on your Account for a Card transaction.** When you use your Card for certain transactions, the merchant accepting your Card may request advance authorization of that transaction. If we authorize a transaction, we may place a temporary “hold” on your Account for the amount of the authorized transaction, which we refer to as a “POS hold.” A POS hold is not payment for an authorized transaction. We will make payment for a transaction only after the actual transaction is presented to us physically or electronically.
- 3.2. **Release of POS holds.** Any POS hold on your Account will be released upon the earlier of: (a) the day we: (i) receive the actual transaction, (ii) post that transaction to your Account for payment, and (iii) match the authorization of that transaction to the actual transaction; or (b) five (5) business days after the date we authorized that transaction. The release of the POS hold will be in the form of a credit to your Account for the amount of the hold. Credits for released POS holds and payments for Card transactions are posted separately to your Account, and the credit for any particular POS hold is not used to pay the particular transaction for which the hold was placed.
- 3.3. **Effect of an authorization hold.** Each POS hold will reduce the available balance in your Account by the amount of the hold. In the event the available balance in your Account is insufficient to pay items posted to your Account, transactions will decline.
- 3.4. **Authorization requests by merchants.** Merchants generally are permitted to request authorization only for the actual amount of a transaction. However, certain kinds of merchants in specified situations are permitted to request authorization for a Card transaction in an amount different from the amount of the actual transaction. For example, restaurants and drinking establishments may request authorization for the estimated amount of a transaction, and others may request authorization for an amount up to 20% over the amount of the actual bill in order to cover an anticipated tip. When we receive an authorization request from a merchant, we do not receive information from which to determine whether the request covers the actual amount of a transaction, an estimated amount, or whether the merchant’s request exceeds the amount permitted.



#### 4. CARD OR PIN LOST, STOLEN AND/OR UNAUTHORIZED TRANSACTIONS. CARD REPLACEMENT.

- 4.1. **Unauthorized Transaction.** An “Unauthorized Transaction” occurs when funds are sent from your Card that you did not authorize and did not benefit you. If you give someone the Card and give them permission to use it, you will be responsible for all transactions conducted by them on with the Card even if they conducted more transactions than you authorized, unless you notified us that transactions by that person are no longer authorized.
- 4.2. **Immediate Notification.** If your Card or PIN is lost or stolen, or if you believe either your Card, PIN, or the account number for your Card is subject to any unauthorized use, you should notify us immediately, and take any reasonable actions we may request to prevent unauthorized Card use. Contact us immediately if you believe: (a) a Card has been lost or stolen, (b) someone has gained unauthorized access to any access information for your Account, or (c) someone has transferred or may transfer funds from the Card without your permission.
- 4.3. **Minimizing Losses.** Reporting a lost/stolen Card or unauthorized transactions through +1 (415) 993-4301, logging into the Platform website and/or mobile application or sending an email to [help@synapsefi.com](mailto:help@synapsefi.com) to deactivate the Card is the best way to minimize possible losses.
- 4.4. **Card Replacement.** If you need to replace your Card for any reason, please, deactivate the card by logging into the Platform website and/or mobile application or by calling us a +1 (415) 993-4301 or emailing us at [help@synapsefi.com](mailto:help@synapsefi.com).
- 4.5. **Processing Errors.** We will rectify any processing error that we discover. If the error results in your receipt of less than the correct amount to which you are entitled, we will credit the Account for the difference. If the error results in your receipt of more than the correct amount to which you are entitled, we will debit the extra funds from the Account. If the error resulted in our not completing a transaction on time or in the correct amount, we will be liable for your losses or damages directly caused by this failure, unless: (a) through no fault of ours, you did not have enough available funds to complete the transaction, (b) our system was not working properly and you knew about the breakdown when you started the transaction, or (c) circumstances beyond our control (such as fire, flood or loss of Internet connection) prevented the transaction, despite our reasonable precautions.

#### 5. LIABILITY FOR UNAUTHORIZED TRANSACTIONS.

- 5.1. **MasterCard Zero Liability.** Under Mastercard Zero Liability Protection, you will not be held responsible for unauthorized transactions if you have used reasonable care in protecting your Card from loss or theft and you promptly reported to us when you knew that your Card was lost or stolen. Mastercard Zero Liability applies to purchases made in store, over the telephone, online or via a mobile device and ATM transactions.



Mastercard Zero Liability does not apply to certain Mastercard payment cards that are used for commercial purposes.

- 5.2. **Notification within Two Business Days.** If you notify us within two (2) business days after you learn of any unauthorized transaction or loss or theft of the Card, you can lose no more than \$50.00 if someone used your Card and PIN without your permission. If you do not notify us within two (2) business days after you learn of the loss or theft of your Card or the use of your Card and PIN and we can prove that we could have stopped someone from using your Card and/or PIN without your permission if had you promptly notified us, you could lose as much as \$500.00.
- 5.3. **Notifications After 60 Days of Your Statement is Made Available.** If you become aware of and/or your statement shows transactions that you did not make, notify us immediately. However, if you fail to report an unauthorized use that appears on a periodic statement within 60 days of when your periodic statement was made available to you, then you may be liable for the amount of each unauthorized transfer that occurs after the close of the 60 days and before you provide notice to us, unless the delay in notifying us was due to extenuating circumstances beyond your reasonable control.

## **6. OUR LIABILITY FOR FAILURE TO COMPLETE TRANSACTIONS.**

- 6.1. If we do not properly complete a transaction from the Card on time or in the correct amount according to this Agreement with you, we will be liable for your losses or damages. However, there are some exceptions, including, but not limited to:
  - 6.1.1. If through no fault of ours, you do not have enough funds available in your Account to complete the transaction;
  - 6.1.2. If a merchant refuses to accept the Card;
  - 6.1.3. If an ATM where you are making a cash withdrawal does not have enough cash;
  - 6.1.4. If an electronic terminal where you are making a transaction does not operate properly, and you knew about the problem when you initiated the transaction;
  - 6.1.5. If access to the Card has been blocked after you reported the Card lost or stolen;
  - 6.1.6. If there is a hold or your funds are subject to legal or administrative process or other encumbrance restricting their use;
  - 6.1.7. If we have reason to believe the requested transaction is unauthorized;
  - 6.1.8. If circumstances beyond our control (such as fire, flood, or computer or communication failure) prevent the completion of the transaction, despite reasonable precautions that we have taken; or
  - 6.1.9. Any other exception stated in our Agreement with you.

## **7. YOUR RIGHT TO DISPUTE ERRORS.**



- 7.1. **Errors.** In case of errors or questions about your electronic transactions, please, call us at +1 (415) 993-4301 or email us at [help@synapsefi.com](mailto:help@synapsefi.com).
- 7.2. **Disputes Must be Reported in 60 Days After Your Statement is Made Available.** If you think your statement or a receipt is wrong or if you need more information about a transaction listed on it, please contact Synapse, at +1 (415) 993-4301 or at [help@synapsefi.com](mailto:help@synapsefi.com). You must report any errors within sixty (60) days from the earlier of (i) the date the statement was made available to you on the **Platform** website and/or the mobile application or (ii) the date you access your Account and would have been able to see the error. You must provide the appropriate information for us to investigate the error or unauthorized transaction, including at least the date of the transaction and its amount. If you call us, we may request that you send your complaint or question in writing within ten (10) business days.
  - 7.2.1. We will determine whether an error occurred within ten (10) business days after we hear from you and will correct any error promptly. If we need more time, however, we may take up to forty-five (45) days to investigate your complaint or question. If we decide to use this additional time, we will credit your Account for the amount you think is in error within ten (10) business days, so that you will have use of the money during the time it takes to complete the investigation.
  - 7.2.2. If your Account was opened less than thirty (30) days before the date of the suspected error, the error resulted from a point-of-sale debit card transaction or was initiated in a foreign country, we may extend the ten (10) business day period to ninety (90) days before crediting your Account.
  - 7.2.3. If we ask you to put your complaint or question in writing and you do not provide it within ten (10) business days, we will not credit your Account.
  - 7.2.4. You will be informed of the result of the investigation within three (3) business days after our completion of the investigation. If we determine that there was no error, we will send you an explanation by email or by making it available via the Platform website or mobile application. Copies of the investigation documentation can be obtained by calling us at +1 (415) 993-4301 or emailing us at [help@synapsefi.com](mailto:help@synapsefi.com).

## 8. DIGITAL WALLET

- 8.1. **Adding a Card.** You can add your Card to a digital wallet by following the instructions of the digital wallet. The digital wallet may not be accepted in all places where your Card is accepted. We may terminate the ability for you to add the Card to a digital wallet at any moment.
- 8.2. **Remove Your Card from the Digital Wallet.** You should contact the digital wallet provider to remove a Card from the digital wallet. We can end or suspend your ability to use a Card with the Digital Wallet at any time.



- 8.3. Card Responsibility.** You are solely responsible for maintaining the security of your digital wallet credentials (including user identification, password or other access credentials). If you share these credentials with any other person, you expressly authorize them to access your personal information, access your accounts and initiate charges to your Cards using the digital wallet service.
- 8.4. Fees.** We currently do not impose a fee for using your Card at a Digital Wallet, but we reserve the right to impose a fee in the future. Please note that a Digital Wallet provider or another third party enabling or associated with your use of a Digital Wallet may charge a fee for using your Cards in a Digital Wallet.
- 8.5. No Liability for the Digital Wallet.** We are not provider of the digital wallet and we are not responsible for providing the digital wallet service to you. We are only responsible for supplying information securely to the digital wallet provider to enable usage of the Card in such digital wallet. We are not responsible for any failure of the digital wallet or the inability to use the digital wallet for any transaction. We are not responsible for the performance or non-performance of the digital wallet provider or any other third parties regarding any agreement you enter into with the digital wallet provider or associated third-party relationships that may impact your use of the digital wallet. YOU EXPRESSLY ACKNOWLEDGE AND AGREE THAT USE OF THE DIGITAL WALLET SERVICE IS AT YOUR SOLE RISK, AND WE ARE NOT RESPONSIBLE FOR THE RISK AS TO SATISFACTORY QUALITY, PERFORMANCE, OR ACCURACY.
- 8.6. Privacy & Security.** You agree that we may exchange your information with the Digital Wallet provider, a payment network (e.g., Visa and Mastercard), and others in order to enable your use of the Digital Wallet, make information available to you about your Card transactions, and improve our ability to offer the Digital Wallet services. We do not control how the Digital Wallet provider or third parties use the information received in connection with the Digital Wallet and the use of such information is governed by such party's privacy policy. We are not responsible for the security of the information provided to the Digital Wallet provider or stored in the Digital Wallet. We are not responsible if a security breach occurs that affects any information stored in the Digital Wallet or sent from a wallet.

## 9. CUSTOMER SERVICES

- 9.1. Customer Service.** For customer service or additional information regarding your Account, please contact Synapse by:
- 9.1.1. Phone: +1 (415) 993-4301
- 9.1.2. Email: [help@synapsefi.com](mailto:help@synapsefi.com)
- 9.2. Hours.** Customer Service agents are available to answer your calls:
- 9.2.1. Monday through Friday: 10:00 AM – 5:00 PM Eastern Time.





9.2.2. Monday through Friday: 10:00 AM – 5:00 PM Central Time.

9.2.3. Monday through Friday: 10:00 AM – 5:00 PM Pacific Time.

## 10. GENERAL RULES.

- 10.1. **Amendment.** Except as otherwise required by applicable law, we may amend or change the terms and conditions of this Agreement at any time by posting the amended Agreement on the **Platform** website or mobile application, and any such amendment will be effective upon such posting to the website. You will be notified of any amendment(s) in the manner provided by applicable law prior to the effective date of the amendment(s). However, if the amendment(s) is made for security purposes or your benefit, we may implement it without prior notice. By retaining or using the Card or by authorizing anyone else to use the Card after the effective date of any change to this Agreement, you agree to that change. The Card is our property, is nontransferable and must be surrendered to us upon demand.
- 10.2. **Cancellation.** We may cancel or suspend your Account and/or Card or this Agreement at any time. You may cancel this Agreement by emailing [help@synapsefi.com](mailto:help@synapsefi.com) to close your Card and/or Account. Your termination of this Agreement will not affect any of our rights or your obligations arising under this Agreement prior to termination.
- 10.3. **Governing Law.** This Agreement shall be governed by the laws of the State of Tennessee; except to the extent governed by federal law.
- 10.4. **Dispute Resolution.**
- 10.4.1. Any claim, dispute, or controversy ("Claim") arising out of or relating in any way to: i) this Agreement; ii) the Account or Cards; iii) your acquisition of the Account or Cards; iv) your use of the Account or Cards; v) the amount of available funds in the Account; vi) advertisements, promotions or oral or written statements related to the Account or Cards, as well as goods or services purchased with the Account or Cards; vii) the benefits and services related to the Account or Cards; or viii) transactions made using the Account or Cards, 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. 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). The arbitration shall occur in Shelby County, Tennessee.
- 10.4.2. ARBITRATION OF YOUR CLAIM IS MANDATORY AND BINDING. NEITHER PARTY WILL HAVE THE RIGHT TO LITIGATE THAT CLAIM THROUGH A COURT. IN ARBITRATION, NEITHER PARTY WILL HAVE THE RIGHT TO A JURY TRIAL OR TO ENGAGE IN DISCOVERY, EXCEPT AS PROVIDED FOR IN THE AAA CODE OF PROCEDURE.



- 10.4.3. For a copy of the procedures, to file a Claim or for other information about this organization, contact it at: AAA, 335 Madison Avenue, New York, NY 10017, or at [www.adr.org](http://www.adr.org).
- 10.4.4. All determinations as to the scope, interpretation, enforceability and validity of this Agreement shall be made final exclusively by the arbitrator, which award shall be binding and final. Judgment on the arbitration award may be entered in any court having jurisdiction.
- 10.4.5. 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 OR CLASS OF CLAIMANTS SHALL BE ALLOWABLE.
- 10.4.6. This arbitration provision shall survive: i) the termination of the Agreement; ii) the bankruptcy of any party; iii) any transfer, sale or assignment of your Account, or any amounts owed on your Account, to any other person or entity; or iv) closing of the Account. If any portion of this arbitration provision is deemed invalid or unenforceable, the remaining portions shall remain in force.
- 10.4.7. IF YOU DO NOT AGREE TO THE TERMS OF THIS ARBITRATION AGREEMENT, EMAIL US AT [HELP@SYNAPSEFI.COM](mailto:HELP@SYNAPSEFI.COM) TO CLOSE THE CARD ACCOUNT AND REQUEST A REFUND, IF APPLICABLE.
- 10.5. **Other Miscellaneous** Term. The Card and your obligations under this Agreement may not be assigned. We may transfer our rights under this Agreement. Use of the Card is subject to all applicable rules and customs of any clearinghouse or other association involved in transactions. We do not waive our rights by delaying or failing to exercise them at any time. If any provision of this Agreement shall be determined to be invalid or unenforceable under any rule, law, or regulation of any governmental agency, local, state, or federal, the validity or enforceability of any other provision of this Agreement shall not be affected.