

Accrue Prepaid Account Agreement

This Account Agreement is effective as of June 1, 2025

IMPORTANT – Please read carefully and retain this Account Agreement for your records.

This agreement (Agreement) is the contract between you, the depositor (you) and Cross River Bank, a New Jersey State Chartered Bank (the Bank, we, us, our), that governs your the merchant Prepaid Card (Account). Accrue is a service provider that performs certain services related to your Account(s) on Cross River Bank's behalf. This agreement explains how your Account(s) work, what fees are applicable to your Account(s), how our various services work, and the policies, terms and conditions that govern your Account(s). By accepting this Agreement, submitting an application for an Account, or by using any of our deposit account services, you agree to the terms in this Agreement. Other products or services offered in connection with the Account, such as the the merchant mobile application (**App**) may have additional agreements that you will be required to accept. This Agreement also refers to and includes other disclosures including the Truth in Savings Account Disclosure, Privacy Policy, Funds Availability Policy and Electronic Fund Transfer Agreement and Disclosure, which are incorporated by reference. Please read this Agreement carefully and keep a copy for your records.

If you have any questions about this notice, please contact us at support@byaccrue.com.

Terms and Conditions

This Account Agreement (the "Agreement") contains the rules that govern the issuance and use of your digital Prepaid card(s) with Accrue Money, Inc. (the "Accrue's" or "Accrue") where appropriate and in partnership with participating retailers ("Retailers").

Your Card with Accrue and the merchant is a reloadable Visa® branded prepaid card issued by Cross River Bank ("Issuing Bank Partner " or "Sponsor Bank" or "Bank") an FDIC insured depository institution. This Agreement is subject to applicable federal laws and the laws of the State of New Jersey.

The Card is a prepaid card access device that can be used at the merchant where the account is opened. The Card is a reloadable prepaid card and is NOT a credit card. There is no credit card, credit line, overdraft protection, or deposit account associated with your Card. There is a limited purpose host-based account at Cross River Bank in which the funds that are stored on the Cards

are maintained. You have no rights to these funds, except to access funds you have loaded on the Card by using the Card in accordance with this Agreement. Cross River Bank does not pay any interest on the funds stored on the Card. The underlying funds on deposit with Cross River Bank are FDIC insured.

Your Accrue card is issued by Cross River Bank Bank, pursuant to license by Visa®.

Definitions¹

You (or Your or Cardholder) refers to the person who has purchased the Card (“Primary Cardholder”) and any person who has received or is authorized to use the Card as set forth in this document.

We (or us or our) means Accrue, the partner retailer, and Cross River Bank, its successors, affiliates and assigns.

An **Account** means any Prepaid Card, both issued to the Primary Cardholder and any Secondary Cardholder(s).

Automated Clearing House (ACH)– The national clearinghouse for electronic fund transfers.

App – The the merchant mobile device software application that allows you to access your Account on a mobile device.

A **Primary Cardholder** is the person who has purchased the Card.

An **Authorized User** is the child designated by the Primary Cardholder to use a card associated with the Account.

An **Agent** is one whose power to withdraw from an Account comes from, or is on behalf of the owners. Authorized signers, attorneys-in-fact, and convenience signers are examples of agents.

A **Retailer** is a Business partnered with Accrue to offer Accounts tailored to their customers.

A **Partner Retailer** is the specific retailer where the Account was opened and where the Card is authorized for use.

Personal Accounts are Accounts in the names of natural persons (individuals).

Non-Personal Accounts (which must be distinguished from their counterpart, Personal Accounts) are Accounts in the name of corporations, partnerships, trusts, and other entities.

¹ 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.

Card Transactions are 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

Financial Services refer to a Prepaid Card, Funds Transfer service, or any other financial product or service available through Accrue.

A **Disclosure** is a document provided by Accrue that outlines all pertinent information about a product or service. A Disclosure is typically provided at Account opening or when a change in the terms of the account occurs.

Consent to Terms and Conditions and Modifications

By enrolling in services or applying for an Account with Accrue, activating, loading, or using the Card, or permitting anyone else to use the Card, you agree to the terms of this Agreement and any fees that may be imposed. The Terms and Conditions of your Account include this Agreement, any disclosures we give you when you open your Account, subsequent disclosures we provide when using additional products and services, periodic statements, user guides, our Privacy Policy, 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.

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 Account services or this Agreement at any time.

Business Days

For purposes of these disclosures, business days are Monday through Friday, unless stated otherwise. Federal holidays are not included.

Waivers and Precedents

Any waiver by Accrue must be approved by an authorized representative of Accrue or the Bank. If a waiver is approved by Accrue, we are not obligated to provide similar waivers in the future.

Identification Notice (USA PATRIOT ACT)

To help the government fight the funding of terrorism and money laundering, 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 may 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 Primary Cardholder is unable to provide the information necessary to verify their identity, their Account(s) may be blocked or closed, which may result in additional fees assessed to the Account(s).

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

General Terms and Conditions

Who Can Use the Service

You must be at least 18 years of age, be a United States citizen, and have a U.S. physical address to purchase or use the Card.

Personal Accounts

An Account opened for personal use cannot be used for business purposes. If your personal Account is identified as being used as a business Account, business-related transactions will be reversed, your Account privileges will be suspended, and your Account may be closed if business-related activities continue.

Overview of Accrue's Services

Accrue partners with Retailers to offer a Prepaid Card where you can save funds, set purchasing goals, and responsibly manage your money to spend at your favorite Retailer. The prepaid card can only be used at the Designated Partner Retailer, ensuring that savings are spent on intended purchases while fostering financial responsibility. This provides a simple and secure way to save for specific purchases.

Cross River Bank

We have partnered with Cross River Bank, an FDIC insured financial institution, to offer you certain banking services. When you sign up for an Account with us, you will be prompted to agree to Cross River Bank's Privacy Notice. You authorize us to share any of your information with Cross River Bank for the purposes of establishing and administering your Account. It is your responsibility to make sure the data you provide to us is accurate and complete. Because Cross River Bank has its own contractual rules governing use of its services, you must accept Cross River Bank's [Privacy Notice](#) before opening your Account.

Accrue will provide you with any and all notifications as well as all customer support related to your Account.

If you have any questions, please contact us at support@byaccrue.com.

Retailer Partnership

The Account is linked exclusively to the merchant. The card is restricted to use at the merchant and cannot be used elsewhere.

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 and Charges, 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.

Schedule of Fees and Charges

List of all fees for the merchant Prepaid Card

CROSS RIVER BANK LONG FORM the merchant PREPAID CARD		
Activity	Fee	Details
Account Opening		
Initial Value Load	\$0	Fee for the first load made to the Card.

Monthly Usage		
Monthly Fee	\$0	Fee for monthly maintenance to the Account.
ATM Usage - Accrue does not permit any ATM transactions		
ATM Withdrawal (in-network or out-of-network)	N/A	Accrue does not permit any ATM transactions
ATM Balance Inquiry (in-network or out-of-network)	N/A	Accrue does not permit any ATM transactions
Card Funding		
Account Transfer Deposit	\$0	Fee for transferring funds from a linked bank account.
Crowdfund	\$0	Fee for receiving funds through crowdfunding.
Debit Card Funding	\$0	Fee for transferring funds from a linked debit card.
Card Fund Withdrawal		
Account Transfer Withdrawal	\$0	Fee for transferring funds to a linked bank account.
Information		

Customer Service	\$0	Fee associated with each time you contact our customer service line, including for balance inquiries or loading funds.
Text alerts	\$0	You may elect to receive mobile text alert messages, including your Card balance, signing into your online account and designating your preferences. Standard text rates and/or web access charges may apply. See your wireless phone carrier for details.
Other		
Inactivity	\$0	Fee each month after you have not completed a purchase or withdrawal with your card for 1 year.
Card Replacement	\$0	In the event your Card information is stolen, you may request a replacement card.

Your funds are eligible for FDIC insurance. Cross River Bank is an FDIC-insured institution and as such your funds are insured up to \$250,000 by the FDIC in the event Cross River Bank fails, if specific deposit insurance requirements are met. See [fdic.gov/deposit/deposits/prepaid.html](https://www.fdic.gov/deposit/deposits/prepaid.html) for details.

No overdraft/credit feature.

Contact Accrue by calling 1-888-918-3672, by writing to Accrue, 80 8th Avenue Suite 500 NY, NY 10011 or by visiting ByAccrue.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.

Connected Accounts

To ensure a more valuable experience with Accrue, Accrue uses Plaid Technologies, Inc. ("Plaid") and Finicity Corporation ("Finicity") to gather your data from external financial institutions you connect via the Merchant's App. By using our service, you grant Accrue, Plaid and Finicity the right, power, and authority to act on your behalf to access and transmit your personal and financial information from the relevant financial institution(s). 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. You agree to your personal and financial information being transferred, stored, and processed by Finicity in accordance with the [Finicity's Privacy Policy](#).

Account Balances

You agree to maintain a positive balance and will not incur overdrafts. If Card transactions are incurred that exceed the Card balance, your Card balance becomes negative, or becomes overdrawn, you agree to rectify the matter by transferring sufficient funds from your linked external Account to pay 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 enacted if you do not remedy the situation in a timely manner and may include (1) freezing your Account until the negative balance is rectified, (2) legal action.

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
- 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.
- Please refer to our [Privacy Policy for more](#) information about our commitment to you, your privacy rights and who we share data and information with.

Rewards

Accrue partners with merchants to offer rewards and helps customers build a balance with their favorite retailers. Please see the [Rewards Terms & Conditions](#) for more details on how these rewards work.

Statements and Account History

Statements will periodically be provided to you in your Merchant Wallet on the Merchant App as long as your Account is not inactive. You will receive a statement monthly as long as you have transactions on your Account during the statement period. If there were no transactions on your Account, we will provide you statements at least quarterly. You will not receive paper statements.

You may obtain information about the amount of money you have remaining in your prepaid account by calling 1-888-918-3672. This information, along with a 12-month history of account transactions, is also available in your Merchant Wallet on the Merchant App. If your account is registered with us, you also have the right to obtain at least 24 months of written history of

account transactions by calling 1-888-918-3672, or by writing us at Accrue's Address, 80 8th Avenue Suite 500 New York, NY 10011. You will not be charged a fee for this information.

Account Closing

If you wish to close your Account with us, you agree to “unload” all of the funds from your Card. 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. However, we 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 on your Card 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 then “unload” any remaining funds to your linked external Account. If you fail to “unload” the funds in your account within 30 days of notifying us of Account closure, the balance will be automatically refunded to the account they originated from. Allow at least fourteen (14) days for processing of any such balance return. You agree that we require a reasonable amount of time to make your cancellation effective after you give us notice of cancellation. All related closing fees will be deducted from the final balance.

Foreign Activity

If you have moved outside of the United States or have frequent transactions initiated internationally, 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.

Inactive and Dormant Accounts

If your Card goes fifteen (15) consecutive months with a zero balance, Accrue will consider your Card closed and will deactivate the Card. If your Card maintains a negative balance for at least 90 days, Accrue will close the Card.

We may consider your Card to be inactive after a period of no owner-initiated activity of twelve (12) consecutive months. After the Account has been deemed inactive, we may consider your Account to be dormant, at which time it will be closed. However, if we close your Account for inactivity, state escheat laws may, depending on the length of the inactivity, require us to transfer your balance to a state agency. If this occurs, you may be able to file a claim with that agency to recover the funds.

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 and Charges](#). If an Account becomes inactive, we will notify you with specific instructions on how to restore the Account to an active status without the need to make any transactions.

Death or Incompetence

You or your appointed party, designee, or appointed individual agree to notify us promptly if any person with signatory rights on your Account dies, becomes legally incompetent, or incapacitated. We may continue to honor any items submitted until (i) we know of the fact of death or of a legal determination of incompetence or incapacitation and (ii) we have had a reasonable opportunity to act on that knowledge. You agree that, even if we have knowledge of the death of a person with signatory rights, we may pay on items drawn on or before the date of death for up to ten (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.

Levies and Other Legal Processes

If your Account becomes subject to legal action, such as a tax levy, we reserve the right to refuse to pay any money from your Card, including checks or other items presented for payment, until the action is resolved. If we are required to pay an attachment or tax levy, we are not 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 levy or attachment to your Prepaid Card. We may charge these expenses to your Card. 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.

Funding Your Accrue Card

We reserve the right to refuse any 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 Prepaid Card, repeated abuse of the stated limitations, or regularly overdrawing your Account, 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.

All deposits will be credited to your Prepaid Card in accordance with our [Funds Availability Policy](#).

Automated Clearing House Deposit

In order to transfer funds from an Account that you own or have control of at another financial institution to your Prepaid Card at Accrue using the Automated Clearing House (ACH) Funds Transfer service, we use Plaid and Finicity to gather your data from the external financial institution(s) you connect via the Merchant App. By using our service, you grant Accrue, Plaid and Finicity the right, power, and authority to act on your behalf to access and transmit your personal and financial information from the relevant financial institution(s). 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. You agree to your personal and financial information being transferred, stored, and processed by Finicity in accordance with the [Finicity's Privacy Policy](#). 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. Accrue only allows ACH deposits and withdrawals to and from linked accounts through the Merchant App.

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 Accrue's 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.

Round-ups

Accrue's Round-ups feature uses spare change from your purchases to fund your Prepaid Card. You choose a credit card or linked account to monitor and we track your purchases from that account. We will then "round-up" each purchase you make on that account to the nearest dollar and collect the spare change for your savings from a linked debit card or linked bank account of your choosing. Once your spare change totals at least \$5.00, Accrue will withdraw that amount from your linked account. If you've accumulated greater than \$5.00 in round-ups, since the last deposit this amount may be higher.

Debit Card Linking

You can link a Debit Card from another bank account to your Accrue Prepaid Card. You can choose to do a one time payment or set up a recurring payment. The name on your debit card must match the name on your Accrue Account. Funds from these types of deposits will not be available until after the funds have settled.

Crowdfund

You can invite friends and family to contribute to your Prepaid Card. You must log in to your Merchant Wallet and you can then choose to invite friends and family via email or web link. They must use the generated link to enter their debit card or credit card information to contribute to specific goals. Funds from these types of deposits will not be available until after the funds have settled.

Mobile Wallet

When you or a Cardholder adds a Card to a mobile wallet, you agree to the following terms:

1. A Card can be added to a mobile wallet by following the instructions of the mobile wallet provider (ApplePay, GooglePay, SamsungPay, etc.). A Card can be added to multiple mobile wallets and on multiple devices as long as it is eligible to do so. This Agreement,

and the terms of the mobile wallet provider and any service providers (e.g., third-party wireless companies) apply to a Card in a mobile wallet regardless of which mobile wallet it is added to. No Card can be used in a mobile wallet if the Card has been canceled.

2. The terms and conditions of this Agreement do not change when a Card is added to a mobile wallet. In addition, any applicable fees that apply to your Account apply to activity done through a mobile wallet as well.
3. When a Card is added to a mobile wallet, it can be used to make purchases wherever mobile wallets are accepted. Mobile wallets may not be accepted everywhere that a Card is accepted.
4. If any Cardholder uses a mobile wallet, you agree to protect and keep confidential your User ID, passwords and all other authentication information required for use of the Card in a mobile wallet.
5. All questions or complaints about mobile wallet-specific functions or security should be directed to the mobile wallet provider. All transaction-related questions should continue to be directed to Accrue.

Deposited Items Returned

If final payment is not received on any item you loaded onto your Prepaid Card, or if any ACH deposit or Electronic Fund Transfer to your Prepaid Card is returned to us for any reason, you agree to pay us the amount of the return.

We may charge any Prepaid Card 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.

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 Card 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.

Funds Availability Policy

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

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 are applied to your Card. 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 Card, 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 Card, or if any ACH deposit or Electronic Fund Transfer to your Card 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 and Charges](#).

Availability

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

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 Card. Deposits received after 3:00 PM (EST) will be considered to be received on the next business day.

Your Responsibility for Deposits

Even if we have made funds available to you and you have withdrawn the funds, you are still responsible for deposits that are returned to us unpaid and for any other problems involving your deposit.

Using Your Accrue Card

The Card issued to you will be a virtual card represented by a 16-digit card number, a 3-digit card verification value ("CVV") number, and an expiration date. Your Card does not require activation before you may use it. We will issue you a replacement Card when each card expires. The Card is used to make card-not-present transactions at the Partner Retailer.

You are responsible for all transactions made with your Card. We recommend you keep track of your Card balance and fees associated with Card usage.

Unless otherwise indicated by us, anyone who is listed as the Primary Cardholder, may transfer all or any part of the Prepaid Care balance at any time on forms approved by us or with your card or other available services. Withdrawals from the Card can only occur via ACH to the connected account or through transactions at the merchant using the card. Direct cash withdrawals are not permitted.

Card Transactions

You can only use your card to make purchases at the merchant. Please see "Card Purchases at Participating Retailer" for more information.

The amount of all purchases, including any cash obtained, will be deducted from your Prepaid Card balance. When you make a purchase through the Card network, we may place a hold on the funds on your card in the amount that may be necessary to cover the amount of the transaction. (Please see [Preauthorization Holds](#) for additional information.)

Card Purchases at Participating Retailer

You may use your Card to make purchases at the Partner Retailer where you opened your Accrue Account. We will only permit you to use your Card at the Partner Retailer. If you attempt to use your Card with a different Retailer, we will decline your transaction.

Authorized Card Users

The Card is solely for your use and you may not request an additional card for another person. If you give anyone else access to your Card, we will treat any transaction they initiate as authorized by you, and you will be responsible for all transactions and fees that occur.

International Transactions

You cannot use your Card for International transactions.

ATM Deposits

Your Accrue Prepaid Card does not permit deposits at ATMs.

Just in Time Funding Transfer

If at the time of purchase, you do not have the sufficient funds on your Card, Accrue will advance the funds to cover the purchase. Your Account must be in good standing with Accrue in order to receive these funds. Accrue will advance up to 40% of your total available amount (available balance on your Card + your available rewards). These transactions are considered a "Just in Time Funding Transfer" by Accrue.

You must have a linked external account or linked external debit card in order to use this service. All funds advanced will be pulled from your linked external account or linked external debit card immediately at the time of the advance. If you choose to use your linked external account, it will be treated as a Same Day ACH transaction and all rules associated will be applicable up to and including cut-off times and business days as stated in the [Electronic Funds Transfer Disclosures](#). If you choose to use your linked debit card the request for authorization will be put through immediately and treated as any purchase would be treated.

If the transfer fails, we reserve the right to retry the transfer at a later date. If you abuse this service, we reserve the right to deny you any future purchase Just in Time Funding options.

Transactions Using Your Card Number

All transactions are initiated without presenting your Card (such as for mail order, internet purchases, telephone purchases, a Prefunded Check purchase, or an ACH debit purchase), the legal effect will be the same as if you used a physical card.

Limitations on Frequency of Card Transactions

Frequency-of-use limitations are imposed on card transactions for security reasons and for the protection of your Account. They may be changed at any time. You will be denied the use of your card if:

- You exceed the daily purchase limit²
- You do not have sufficient available funds in your Account unless covered as described in the Just in Time Funding section above.
- You exceed the limit on the number of times you can use your card each day

Preauthorization Holds

When your prepaid card or other network enhancement feature related to the Card is used at a point-of-sale location to obtain goods and services, the merchant may attempt to obtain preauthorization from us for the transaction. We may place a temporary hold on your Account for the amount of the preauthorization request based on the vendor type. This hold can range from two (2) to thirty (30) days (depending on the merchant's request) and may vary from the amount of the actual purchase in some instances. 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 Accrue Account for other EFTs. We will not be responsible for damages for wrongful dishonor of any items that are not paid because of the hold.

Electronic Funds Transfer Disclosures

We offer Account services that may be considered Electronic Funds Transfers ("EFTs"), which include, but are not limited to the following:

- Accrue's card transactions
- Transfers initiated through the Merchant Application

This EFT disclosure, as required by Federal Regulation E - Electronic Fund Transfer Act provides information that describes your rights and responsibilities regarding these services. Electronic Funds Transfers are services that we can provide, assuming that you specifically request and arrange them and qualify for the service.

Preauthorized Electronic Funds Transfers

You may arrange to have certain recurring payments automatically deposited (credited) to your Account. This can only be set up in your Accrue user dashboard.

These preauthorized transfers are governed by federal regulations pertaining to EFT 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.

² You may not purchase more than \$10,000 worth of goods or services on any calendar day.

Right to Stop Payment of Preauthorized Electronic Funds Transfers

If you want to permanently revoke an EFT (either debit or credit) you authorized from a third party, you will need to first send written instructions to the originating third party to cancel your ACH transfer.

If you have authorized regular payments from your Card, you can stop any of these payments by notifying Customer Service by telephone or email. If you notify us by telephone, you may be required to confirm the information provided by writing to us at support@byaccrue.com.

Your request must include your virtual card 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 fourteen (14) days after your call or email.

You are subject to the general rules of [Stop Payments](#) in this Agreement.

Stop Payments

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 fourteen (14) calendar days, and the preauthorized transfer occurs after the fourteen (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 an 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 recredit your Card. 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 EFT, 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.

Our Liability for Failure to Complete an Electronic Fund Transfer

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

- There aren't sufficient funds on your Prepaid Card to complete the transaction through no fault of ours.
- The funds on your Prepaid Card aren't available at the time the EFT posts to your Card.
- The funds on your Prepaid Card are subject to legal process.
- Your card has been reported compromised and you are using the compromised card.
- We have a reason to believe that the transaction requested is unauthorized.
- You attempt to complete a transaction at a merchant terminal that is not a permissible transaction listed above.
- 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.

Unauthorized Transfers

Tell us immediately if you believe your card information has been compromised or if you believe that an EFT has been made without your permission. Contacting us by phone or email is the best way to keep your potential losses down.

If you tell us within two (2) business days after you learn the card information has been compromised, you can lose no more than \$50 if someone used your card without your permission.

If you do NOT tell us within two (2) business days after you learn the card information has been compromised, and we can prove we could have stopped someone from using your card 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 sixty (60) days after your statement is made available to you, you may not get back any money you lost after the sixty (60) days, if we can prove that we could have stopped someone from taking the money if you had told us in time. If 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.

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 at 1-844-918-3672 or by email at support@byaccrue.com.

You may also contact us by mail at:

Accrue, 80 8th Avenue Suite 500 NY, NY 10011

Business Hours: Monday through Friday, 9:00 AM to 5:00 PM ET (excluding holidays)

You may be required to confirm the information in writing within ten (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 EFT transaction 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 Accrue no later than sixty (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 and last four digits of the virtual card number
- 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
- The date of the suspected error (if known)

When we receive your dispute notification, we will advise you of the status of our investigation within ten (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 ACH transactions. For errors involving new Accounts (an account that was first funded within 30 days prior to the error) or point-of-sale transactions we may take up to 90 calendar days to investigate your complaint or question. If this is necessary, we will provisionally credit your Card for the amount you believe is in error within ten (10) business days of your original complaint or question. If we do not receive written confirmation of your questions or complaint within ten (10) business days, we may decide not to provisionally credit your Account.

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

We will send you a written explanation within three (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 five (5) business days, and then we may deduct those amounts from your Card balance without further notice.

Prepaid Card Revocation

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

If we believe the Card may be compromised or used improperly, it may be canceled or frozen 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 and/or replacement in accordance with our [Schedule of Fees and Charges](#).

Fees and Charges

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

Security Codes

You will use your phone number as your login credential. Every time you attempt to log in, you will receive a text message containing a unique four digit security code.

Your login credentials are another security method that maintains the security of your Account and the transactions you process through the web app.

Therefore, you agree to take all reasonable precautions to protect the confidentiality of your access devices. Furthermore, you agree that you will not:

- Reveal any access device information to anyone
- Leave your mobile or other device unattended after you have logged on

Funds Transfer Service

“Funds Transfer” is an electronic transfer service provided by Accrue and powered by Cross River Bank that enables you to securely transfer funds from an Account at another financial institution to your Prepaid Card with us, and/or from your Prepaid Card 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. Once your Funds Transfer service is active, please refer to the [Funds Availability Policy](#) to see when your Funds will be available for your use on your Card. In all cases, funds may be held until we receive verification that the transaction has settled.

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 the Bank has received written notification from you of its termination, you have electronically deleted a registered bank Account or credit card from the Funds Transfer Service, or you have electronically canceled an Account and/or transfers from the Funds Transfer Service in a time and manner that would allow the Issuing Bank Partner and the other financial institution a reasonable opportunity to act on it.

By using the Funds Transfer Service, you are certifying that the registered external Accounts that you transfer funds to and from and the debit or credit cards used to transfer from are under the same ownership as the Account with us. If the Accounts are not titled the same or ownership among the transferring Accounts changes, you will indemnify us for any losses incurred as a result of any transaction you initiate between these Accounts that is later returned or is reported unauthorized. If you initiate a transfer that is found to be unverifiable or is unable to be completed for other reasons, you agree to hold us harmless for any loss resulting from the incomplete transfer. 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 Card and return the funds to the third party's Account in the form of a bank check or EFT 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 owners, you agree that each owner authorizes the others to (a) register any external bank Account, as permitted by the Funds Transfer service, (b) initiate the transfer of funds between your Accounts with us, 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. 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 owner from the Account. Each external bank Account Owner agrees to be jointly and severally liable to Accrue for any losses incurred as a result of the improper use of this service up to and including the transfer amount, any applicable fees, and any legal expenses. 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.

Accrue reserves 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.

Rights to Setoff

If you owe us any amount, you give us a security interest in your Accrue 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 to setoff. If we exercise our right to set off, we will notify you to the extent required by law.

Taxes

You are responsible for reporting any required Account information to tax authorities and paying any taxes related to your Account.

Severability

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

Invalidated Provisions

If an arbitrator or court finds any provision of this Agreement to be invalid, you and Accrue 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.

Arbitration

If an arbitrator or court finds any provision of this Agreement 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 this Agreement remains in full force and effect.

Please read these terms carefully, as they contain an agreement to arbitrate and other important information regarding your legal rights, remedies, and obligations. The agreement to arbitrate requires (with limited exceptions) that you submit claims you have against us binding and final arbitration. Furthermore, the following will apply:

- **You will only be permitted to pursue claims against us on an individual basis, not as a plaintiff or class member in any class or representative actions or proceeding**
- **You will only be permitted to seek relief (including monetary, injunctive, and declaratory relief) on an individual basis**
- **You may not be able to have any claims you have against us resolved by a jury or in a court of law.**

Dispute Resolution

Governing Law

This Agreement will be governed according to the laws of the State of Maine, and all activities performed in connection with our services will be deemed to have been performed in the State of Maine. Any controversy, dispute, or claim arising out of or relating to our services or this Agreement will be governed by and construed in accordance with the laws of the State of Maine, except the provisions concerning conflicts of law.

Disputes

If a dispute arises between you and Accrue, our goal is to learn about and address your concerns, so please send a message to support@byaccrue.com. If we are unable to address your concerns to your satisfaction, we will seek to provide you with a neutral and cost-effective means of resolving the dispute quickly.

Arbitration

This section affects your rights. Please read carefully before agreeing to these Terms.

To resolve disputes in the most expedient and cost-effective manner, you and Accrue agree that any dispute arising in connection with our services will be resolved by binding arbitration. Arbitration is more informal than a lawsuit in court. Arbitration uses a neutral arbitrator instead of a judge or jury, may allow for more limited discovery than in court, and can be subject to very limited review by courts. Arbitrators can award the same damages and relief on an individual basis that a court can award.

Our agreement to arbitrate disputes includes all claims arising out of or relating to any aspect of our services, whether based in equity, contract, tort, statute, fraud, misrepresentation or any other legal theory, and regardless of whether the claims arise during or after the termination of our services. All issues are for the arbitrator to decide, including issues relating to the scope, enforceability, and arbitrability of these Terms.

You understand and agree that, by entering into these Terms, you and Accrue are each waiving the right to a trial by jury or to participate in a class action in court or in arbitration.

We both agree that nothing in this Agreement will be deemed to waive, preclude, or otherwise limit either of our right to (i) bring an individual action in small claims court, or (ii) pursue enforcement actions through applicable federal, state, or local agencies where such actions are available.

Opt-Out – You may opt out of Arbitration within 60 days of applying or opening account by writing to us. To make an opt-out request, contact us at support@byaccrue.com, or send a written request to support@byaccrue.com c/o Compliance Department; 80 8th Avenue Suite 500 NY, NY 10011. Requests must include “Prepaid Account Arbitration Opt-Out” and include your name, street address, city, state, ZIP code and phone number.

Any arbitration between you and us will be governed by the American Arbitration Association’s (“AAA”) rules and procedures, including the AAA’s Consumer Arbitration Rules (collectively, the “AAA Rules”), as modified by this Agreement. For information on the AAA, please visit its website, <http://www.adr.org>. Your arbitration filing fees will be governed by the AAA Rules. If it is determined by the arbitrator that you cannot afford such fees, we will pay all arbitration fees.

and expenses. If there is any inconsistency between any term of the AAA Rules and this Agreement, this Agreement will control.

Any arbitration hearings will take place at a location to be agreed upon in the State of Maine. You or Accrue may choose whether the arbitration will be conducted:

- Solely on the basis of documents submitted to the arbitrator (ii)
- Through a nonappearance based telephonic hearing; or (iii)
- By an in-person hearing as established by the AAA Rules.

All aspects of the arbitration proceeding and any ruling, decision, or award by the arbitrator will be strictly confidential for the benefit of both you and us.

You and Accrue agree that each may bring claims against the other only in your or Accrue individual capacity and not as a plaintiff or class member in any purported class or representative proceeding.

You agree that the enforceability of these arbitration provisions will be determined by the arbitrator as provided in the AAA Rules. You agree that the arbitration provisions of this Agreement in effect at the time of demand or action, and not the time of your or our alleged injury, will be the provisions that will be applied by the arbitrator or a court.

Except as otherwise agreed by the parties above, you agree that any claim that you have against us must be resolved by a court located in the State of Maine. You agree to submit to the personal jurisdiction of the courts located in Penobscot County, for the purpose of litigating any claim.

Contact Information

Accrue's wants to hear your comments, concerns, suggestions, or questions. Email us at support@byaccrue.com.